



EAGLE MOUNTAIN CITY COUNCIL MEETING

April 19, 2022, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B [DISCUSSION - Strategic Planning](#)
[Strategic Planning Staff Report](#)

1.C UPDATE - Budget

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

9. RECOGNITION

- 9.A Outstanding Adaptive Program for Adaptive Trick-or-Treating - Presented by Bronco Hunter of UPRA

CONSENT AGENDA

10. AGREEMENTS

- 10.A Insurance Renewal Agreement - MotivHealth
MotivHealth Insurance Agreement

11. BOND RELEASES

- 11.A Harmony Phase A, Plat 11 - Out of Warranty
Bond Release Letter
Recorded Plat

12. MINUTES

- 12.A April 5, 2022 - Regular City Council Meeting
04.05.2022 City Council Minutes - DRAFT

13. PRELIMINARY PLATS & SITE PLANS

- 13.A MOTION - Eagle Quest East Preliminary Plat
MDP/Preliminary Plat
Parks Plans
Park Worksheet
Overall Parks Plan - Color
Parks - Color

14. RESOLUTIONS

- 14.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing a Member Representative to the North Utah Valley Animal Services Special Service District Board.
RES--North Utah Valley Animal Services Special Service District Board Appointment
- 14.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement Between the Timpanogos Special Service District and Eagle Mountain City.
RES--2022 Amended and Restated TSSD Agreement
TSSD Amended and Restated Agreement
- 14.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing and Approving a Preliminary Official Statement and an Official Statement in Connection with the Issuance and Sale of the City's Sale Tax Revenue Bonds, Series 2022; Authorizing the Taking of all other Actions Necessary to the Consummation of the Transactions

Contemplated by this Resolution; and Related Matters.

RES--Approving Prelim Official Statement - Eagle Mountain Sales Tax

Preliminary Official Statement Eagle Mt Sales Tax Rev Bonds 2022

- 14.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Establishing Fireworks Restrictions for 2022.

RES--2022 Firework Restrictions

Firework Restrictions Map

- 14.E RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing Mayor Tom Westmoreland as a Member Representative to the Boards of the Unified Fire Service Area and the Unified Fire Authority.

RES--2022 UFSA and UFA Board Appointment

SCHEDULED ITEMS

15. ORDINANCES/PUBLIC HEARINGS

- 15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

BACKGROUND: *(Presented by Senior Planner Tayler Jensen)* The proposed ordinance amends the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits, to allow for Electronic Message Centers / Reader Boards in commercial zones and in residential and agricultural zones for institutional uses. This is an applicant proposed amendment.

ORD--EMMC 17.80 Sign Regulations and Sign Permits - Electronic Signs
Proposed Code Change
Narrative

16. CITY COUNCIL/MAYOR'S BUSINESS

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

17. CITY COUNCIL BOARD LIAISON REPORTS

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

18. COMMUNICATION ITEMS

- 18.A Upcoming Agenda Items
CI--Upcoming Agenda Items

19. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 14th day of April, 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
APRIL 19, 2022**

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

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

Evan Berrett

RECOMMENDATION:

Staff recommends that City Council review the draft strategic goals and provide feedback both on any changes to the strategic goals, but also on the next steps of the process.

BACKGROUND:

The Mayor and City Council have been engaged in developing a new City-wide Strategic Plan. Staff has worked with Mayor and Council to develop new strategic goals. Using feedback received, staff will present to the City Council draft strategic goals for review.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Strategic Planning Staff Report](#)



EAGLE MOUNTAIN CITY

STAFF REPORT

APRIL 12TH, 2022

Project: CITY ADMINISTRATOR ITEMS – Strategic Plan Development
Applicant: Evan Berrett – Assistant to the City Administrator
Request: Feedback on Development of Strategic Goals
Type of Action: Ordinance

Background

Municipal governments across the nation use strategic planning to unify their organizations behind a vision they work to achieve. Strategic plans are made up of several components that require participation at different levels of government. Eagle Mountain City implemented its first major strategic plan in 2010, but there were flaws in the 2010 strategic plan that led to issues maintaining it in the long-term. Consequently, the strategic plan went through various revisions and important components were shed or negatively altered. Our strategic goals have remained the same for a number of years and will likely continue to do so without correction.

In 2021, City staff began working with the City Council to begin the process of an overhaul of the strategic plan and the strategic planning process. City Council was provided instruction on strategic planning in early 2022 and given opportunity to provide input on the creation of new strategic goals with the intent to create a new vision out of those strategic goals. Following the instruction and subsequent discussion, it was clear that some additional work needed to be done to draft the strategic goals. I met with City Council members individually, asking them identical questions to gain additional, individual, and uninfluenced thoughts. This additional information was evaluated for common themes, desires, interests, etc. New strategic goals were drafted using this input, in addition to the input provided via a SWOT analysis in the recent City Council Visioning Conference. City Council was informed individually that the new strategic goals would be brought for review as a Council and that depending on the feedback of City Council, may be brought back to a future City Council meeting or put on hold for a future Strategic Planning workshop.

Findings

The initial SWOT analysis conducted at the City Council Visioning Conference resulted in the following considerations.

Strengths	Weaknesses	Opportunities	Threats
Plenty of Land	Roads (Geography)	Outdoor Recreation	Development Imbalance
Trails Network	Overworked Staff	Learning from Others	Rapid Growth
Blank Canvas	Influence at State	Way of Life	Transportation Options
Families	Lack of Vision	Available Land	Lack of Water
Efficient	Residents being heard	Aff. Housing Funds	State Legislature
Creative Prob. Solving	Revenues		Inflation
Self-Sufficient	Contracted Services		Unmanageable Traffic
	Econ. Development		

Individual interviews with the City Council resulted in 185 recorded responses. These responses were run through a word analyzer to find frequently used words. The following words appeared five or more times in the responses. The words are not listed in any particular order.

Innovation	Identity	Development
Recreation	Kids	Planning
Housing	Land	Police
Economic	Opportunity	Tax
Residents	Road	Standards
Water	Service	Strategy

These words were used to help initiate the search for common themes or interests. After reviewing responses in full, the word lists were expanded and grouped into the following categories. The number of categories was deliberately set to six to naturally transition into the ideal number of six strategic goals.

Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
Economic Dev.	Infrastructure	Communications	Planning	Recreation	Innovate
Business	Purple Pipe	Identity	Code	Trails	Resources
Tax Base	Transportation	Service Standard	Building	Open Space	Culture
Commercial	Roads	Responsive	Aff. Housing	Conservation	Prepared
Goods	Water	Proactive	Housing	Natural	Growth
Employer	Replacement	Influence	Land	Preserve	Water
Commerce	Maintenance	Families	Generational		
		Heritage	Balance		

Strategic goals were created out of each category, with the intent to capture as many of the included words as possible either directly or indirectly.

The feedback from City Council regarding concerns of how strategic goals are drafted, followed by the approach used to obtain responses from Council required an adjustment to how the strategic goals were drafted. Generally, the strategic goals are given short descriptive titles which are then followed up by statements that indicate the intended outcome of the goal. Using this method allows City leadership to provide more specific direction through the strategic goals.

Recommendation

The following draft goals were created with the intent to include as much City Council input as possible. The final page of this report details some of the reasoning behind select words. Staff recommends that City Council use these draft goals as a foundation for creating a final set of strategic goals. Goals are not listed in any particular order. I have included a description of each of the goals at the end of this document.

1. Diverse Economic Growth

Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded and diversified tax base, close access for all residents to in-demand goods and services, and growth of employment opportunities for workers at any stage of their careers.

2. Robust Infrastructure Networks

Eagle Mountain has expanded its infrastructure capacities to comfortably accommodate the demands of a larger population by expanding transportation connections and enhancing development standards in coordination with state and regional partners, augmenting water and energy delivery capabilities and redundancies, and implementing a standardized maintenance program for all infrastructure.

3. Unique Reputational Evolution

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

4. Proactive Generational Planning

Eagle Mountain is a balanced intergenerational city that has proactively managed its growth resulting in diverse, high-quality and affordable housing options, a sustainable water supply, and the inclusion of community centers and amenities that provide for the social, educational, recreational, and medical needs of its residents.

5. Interactive Environmental Stewardship

Eagle Mountain has interlaced the preservation of the natural environment, protection of native wildlife, and promotion of outdoor recreation to residents and visitors through the expansion of permanent, accessible, and connected trails networks, preservation of open spaces and special natural features of the Cedar Valley, and coordination with partners and stakeholders to safeguard and increase awareness of historic sites and artifacts.

6. Dynamic Service Enhancement

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

Conclusion

Embarking on the process of a new strategic plan is a worthwhile endeavor, especially for a city that is undergoing so much change. The strategic goals in particular significantly influence the direction of the city. The before-mentioned draft goals will bring us much closer to creating those final strategic goals and furthering the overall development of the strategic plan.

Strategic Goal Breakdowns

Each strategic goal is broken down into segments, describing the reason for the word choice or inclusion within the goal text.

STRATEGIC GOAL #1: DIVERSE ECONOMIC GROWTH

Component	Description
<i>Diverse Economic Growth</i>	Feedback suggested interest in diversifying the types of businesses, getting in more medium-sized businesses, etc. “Economic” indicates the focus, and “Growth” indicates that we still intend to see new business development.
<i>Eagle Mountain is home to businesses of all sizes</i>	“Home” suggests that we want businesses who want long-term presence in Eagle Mountain. “All Sizes” suggests we are looking at anything from home-businesses up to large manufacturing.
<i>spanning several industries</i>	Suggests that we hope to see several industries within the city, potentially of different sizes. Aims for economic stability and sustainability.
<i>resulting in an expanded and diversified tax base</i>	The first outcome we are looking for. Expanded tax base was an interest of multiple council members. Diversified suggests fiscal stability, another interest shared by Council.
<i>Close access for all residents to in-demand goods and services.</i>	Also an outcome desired by more than one council member. Reducing overall distance to travel to business-places. In-demand goods and services suggests that we want to bring in businesses the residents expect or need, not what they have to “settle for”.
<i>And growth of employment opportunities for workers at any stage of their careers.</i>	Suggests another outcome of more available jobs in the city to reduce the commuting issues. Also suggests that the diversity of businesses will allow for jobs for high school students, early to late career, etc. Anyone who needs a job can find a job.

STRATEGIC GOAL #2: ROBUST INFRASTRUCTURE NETWORKS

Component	Description
<i>Robust Infrastructure Networks</i>	“Robust” is used to signal strong and sturdy built, effective. “Infrastructure” is the focus of this strategic goal, and “Networks” suggests that not just the infrastructure itself is robust, but the network as a whole is robust.
<i>Eagle Mountain has expanded its infrastructure capacities</i>	Expanded is meant to be somewhat vague in that it could be in length, width, throughput, use of material, etc. “Infrastructure” is also meant to be broad to include water, sewer, roads, etc. “Capacities” suggests both amount of volume, but also types of services.
<i>To comfortably accommodate the demands of a larger population</i>	Suggests the expansion will not be just enough to get us by, but that we will establish a robust infrastructure network that effectively diminishes the frequent concerns and complaints about water, roads, etc. rather than just maintain status quo as the city grows.
<i>By expanding transportation connections and enhancing development standards in coordination with state and regional partners.</i>	Suggests that not only will we work on internal road and other infrastructure connections, but that we will relook at how the infrastructure is being designed, if we can implement expansions while new infrastructure is going in, and making sure it lines up with plans with our neighbors and the objectives of MAG, UTA, UDOT, etc.
<i>Augmenting water and energy delivery capabilities and redundancies</i>	Suggests improvements to our water, power, and gas delivery, including potentially modifications to the systems. But also suggests opening the door to other capabilities such as secondary water. Redundancy is a need for water, power, and gas.
<i>And implementing a standardized maintenance program for all infrastructure</i>	Desired by multiple Council Members, this suggests continuing the maintenance scheduling we do for roads, but also expanding it to all infrastructure including water, sewer, stormwater, etc.

STRATEGIC GOAL #3: UNIQUE REPUTATIONAL EVOLUTION

Component	Description
<i>Unique Reputational Evolution</i>	“Unique” embraces how we see ourselves and hope to remain. We know we’re different and we want it to remain that way. “Reputational” indicates the focus of this goal. “Evolution” suggests there will be change over time with a positive undertone in that we are becoming something more advanced, refined, or better in some way.
<i>Eagle Mountain is known and respected for</i>	Council in interviews and the SWOT analysis shared that Eagle Mountain needs to be heard, needs to be seen, and needs to be better understood and embraced for the positive things it can bring. This part suggests that the following items will be noticed and we will receive the desired respect for them.
<i>Its commitment toward and achievement in</i>	Suggests that the evolution is not by chance or circumstantial, but rather deliberate. Also suggests we don’t anticipate just making efforts, but we expect to see real outcomes that define us.
<i>Meeting the expectations of its residents</i>	This is the primary driver, in that we are not letting the state, county, or anyone else tell us what Eagle Mountain is to become, but rather it’s the residents who give us understanding of what we should become.
<i>Through efforts to embrace its family-centric and pastoral heritage</i>	Recognizing our past and bringing it forward to the future. Council spoke about families and our rural and animal-supportive nature and a desire to preserve those. We indicate those specifically, and use the word “heritage” deliberately to cement it as the root of who we are.
<i>Developing highly responsive communication channels</i>	“Highly responsive” addresses council’s desire for a responsive government at all levels. “Communication Channels” reflects Councils clear desire for enhanced communication (both internally and externally). We are responsive because we communicate with the public better, and we are highly responsive because those communication channels reach internally as well.
<i>And its contributions to the prosperity of the state</i>	Suggests that we are seen and heard on the State level. Beyond that, we finally get attention for the positive contributions we bring to the state economically, with housing, our conservation work (wildlife, water, etc.), and so on.

STRATEGIC GOAL #4: PROACTIVE GENERATIONAL PLANNING

Component	Description
<i>Proactive Generational Planning</i>	“Proactive” suggests that we are no longer being so reactionary to the growth of the City as desired by Council. “Generational” suggests that the planning affects and supports residents of all stages of life and also contributes to the possibility of multiple generations of a family being able to be supported by the city. “Planning” is the focus of this strategic goal.
<i>Eagle Mountain is a balanced intergenerational city</i>	Council put an emphasis on ensuring that we have balance in our growth. Balance is left intentionally broad to allow City Council to define that over time through code and other public policy measures. But generally, it indicates we don’t want to see a lot of any one type of product. We expect large lots, lots for first-time homeowners, condos, senior living etc. “Intergenerational” suggests that the city plans for generations to find housing of all types that they desire and that the generations will not be segmented in any way, allowing for co-existence between generations.
<i>That has proactively managed its growth</i>	Similar to the goal title, suggests we are not reacting as much, but now planning ahead better to manage the growth.
<i>Resulting in diverse, high-quality and affordable housing options</i>	Compliments the “balanced” word earlier by now indicating a diversity of options. This is necessary because someone could say balance has been achieved with only two types of housing in the city. Diverse indicates that we need several types, but those several types will still be in balance. “High-quality” suggests we are looking for housing that meets the design and construction quality standards we desire. “Affordable” is used broadly here, rather than saying we need affordable housing, we are saying that we expect all housing to be reasonably affordable.
<i>A sustainable water supply</i>	Several council members stressed the need to get our water supply under control. This suggests having a water supply that we don’t have to worry about not meeting needs during times of drought, etc. This is also deliberately put in this section to demonstrate our understanding of the connection between land-use and water planning, something the State is emphasizing heavily now.
<i>And the inclusion of community centers and amenities that provide for the social, educational, recreational, and medical needs of its residents.</i>	“Community Centers” in this context refers to areas in the city that have a mix of commercial, public services, etc. or areas where people are expected to gather and find amenities and services they need. “Social” indicates restaurants, parks, anywhere people can gather and socialized. “Educational” suggests library, university, etc. “Recreational” suggests sports, classes, etc. “Medical” suggests hospitals, clinics, etc. All of this together is intended to capture the more specific community amenities that the council is expecting we will have.

STRATEGIC GOAL #5: INTERACTIVE ENVIRONMENTAL STEWARDSHIP

Component	Description
<i>Interactive Environmental Stewardship</i>	“Interactive” suggests that residents or visitors are not shut off from the environment, but instead able to experience it for enjoyment, educational value, opportunity to support the environment, etc. “Environmental” includes the sky and air, wildlife, washes, plants, etc. “Stewardship” suggests a responsibility towards the environment, a management of what we have that does not necessarily just mean maintain, but also potentially support growth in.
<i>Eagle Mountain has interlaced</i>	“Interlaced” was deliberately used to suggest that the following items are woven together and meant to work harmoniously together.
<i>The preservation of the natural environment</i>	Preservation is pretty self-explanatory, but natural environment can include washes, mountains, wildlife corridors, dark skies, etc.
<i>Protection of native wildlife</i>	Suggests active efforts to protect the wildlife, but this goal focuses on “native” wildlife which can include reptiles, avian species, mammals, etc.
<i>And promotion of outdoor recreation to residents and visitors.</i>	Several city council members wanted to see outdoor recreation not just maintained but expanded. This goal suggests that the expansion would not negatively affect our conservation and protection measures of the environment and wildlife. Additionally, including a call out to visitors indicates in interest in expanding outdoor recreation as a tourism draw.
<i>Through the expansion of permanent, accessible, and connected trails networks</i>	Also something spoken about by Council, being more deliberate with our trails networks, working on our trailheads, and ensuring our trails are connected to one another to reduce barriers of access to those trails.
<i>Preservation of open spaces and special natural features of the Cedar Valley</i>	Preserving open spaces is self-explanatory, but special natural features suggests the Lake Mountains, the washes, wildlife migration routes, etc.
<i>And coordination with partners and stakeholders to safeguard and increase awareness of historical sites and artifacts</i>	Suggests increased efforts in coordination with state experts to preserve and increase awareness of the petroglyphs and other historical sites in Eagle Mountain.

STRATEGIC GOAL #6: DYNAMIC SERVICE ENHANCEMENT

Component	Description
<i>Dynamic Service Enhancement</i>	“Dynamic” suggests that there will be some evolution and adaptation to the desires and needs of the public. Acknowledges that we don’t know what public service may look like in 10 years, what new innovations will affect interactions with the private sector, etc. “Service” is government services and the focus of this goal. “Enhancement” was deliberately chosen to not necessarily indicate growth.
<i>Eagle Mountain is a full-service community</i>	Suggests that Eagle Mountain would no longer rely on other entities for our services. Can include police, fire, IT, attorney, etc.
<i>That delivers premium services and amenities to its residents while remaining fiscally prudent</i>	Suggests that our services would not be basic services because that’s all we can afford. Rather, the city would continue being innovative and creative in how it provides services to provide services at a premium level. “Prudent” was deliberately chosen as a word that both encapsulates conservative thought and wisdom in taking advantage of opportunities or tools that come our way.
<i>Through attracting and retaining top talent</i>	Several council members wanted to ensure we had top talent in the city, and this suggests that having top talent is what we need to innovate sufficiently to meet the standards previously mentioned.
<i>Innovating throughout the organization to increase efficiency and improve resident experiences</i>	Innovation is specifically called out as a primary focus of how we accomplish this goal, but also suggest that innovation is focused on efficiency of the organization and improving resident experiences. “Improving resident experiences” suggests the residents are pleased when interacting with government which can taken in several initiatives.
<i>And engaging in creative solutions to provide new or expanded services or amenities</i>	Suggests that we are not expecting our current services or standards to be able to meet the needs of a future Eagle Mountain. But also suggests that we are not necessarily going to provide expanded services and amenities the same way all other cities do, since the way all other cities provide them, may not be as conservative or innovative as we would desire, nor would they necessarily improve resident experiences in the way we would desire.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	Insurance Renewal Agreement - MotivHealth		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Angela Valenzuela, Admin

PRESENTED BY:

Angela Valenzuela, Admin

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with MotivHealth for 2022 employee health insurance.

BACKGROUND:

This year's insurance renewal will offer employees the Wasatch or Wise Network option. The Wasatch network is the same as Wise with exception of the hospitals that can be utilized. The Wasatch network limits the choice of hospitals but the difference in what the City is paying for the premium will go directly to the employees HSA. Each employee will be able to select the plan they would like. An added benefit to the coverage will include Teledoc Consultation, Health Advocacy, and Roadside assistance, which will be extended to all benefited employees and will cost \$6.39 per employee.

Increases to the coverage include the following:

Dental - 5%

Medical - .94% for Wasatch and 4.8% for Wise

Vision - 5%

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[MotivHealth Insurance Agreement](#)

Proposal

Eagle Mountain City

Effective Date: July 1, 2022



motivhealth[®]
INSURANCE COMPANY



10421 S Jordan Gateway Ste. 300
South Jordan, UT 84095



(844) 234-4472



MotivHealth.com

MotivHealth Insurance

RENEWAL GUIDE

Thank you for working with MotivHealth.
Here are the next steps in the renewal process.

TO DO:

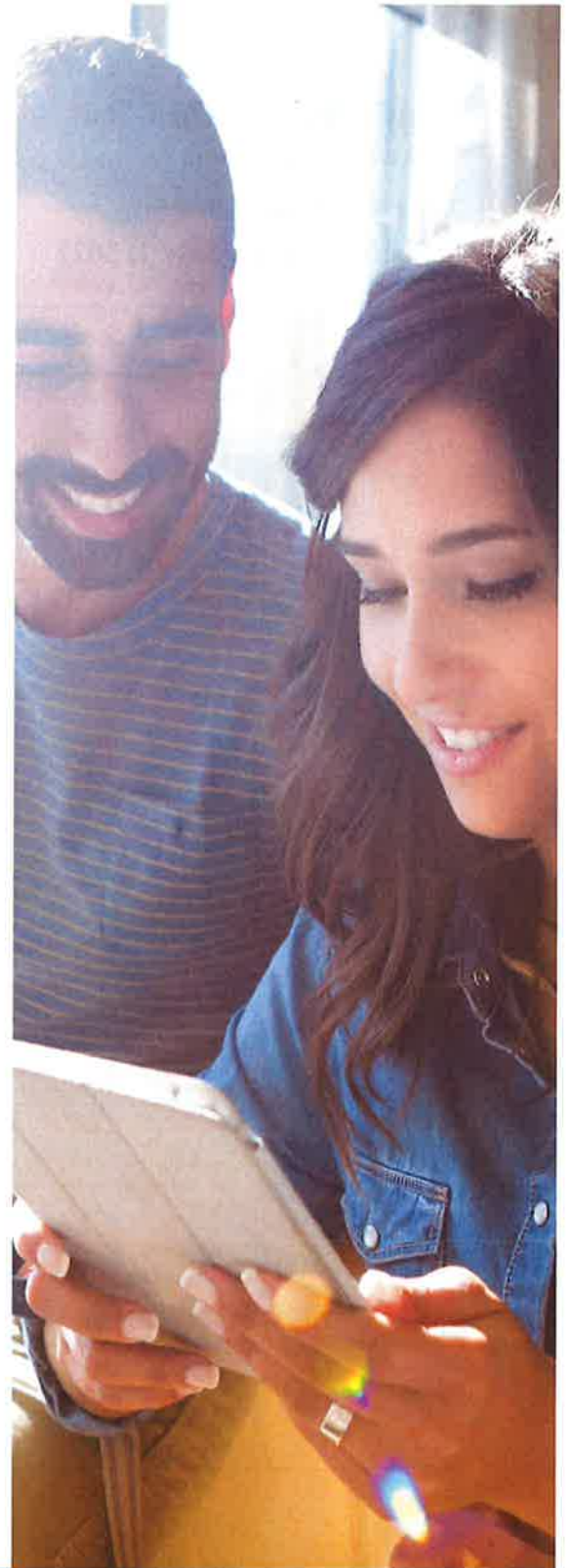
- 1 Review your proposed rates.
- 2 Complete and return enclosed *Renewal Options Form* to your account manager.
- 3 Sign and return your proposed *Rate Sheet* and *Funding Breakdown* documents.

Upon receiving the signed renewal, MotivHealth's Implementation Team will send you important documents that require signature, (*in addition to updated SBC's and OOC's.*)

Once all renewal documents have been signed and approved, you will receive an email from MotivHealth's Implementation Team stating that the group's renewal has been completed. *Please be advised, this can take up to 2-3 weeks.*

PLEASE NOTE

If memberships has changed 15%, or more, we may request additional information prior to completing / approving the groups renewal.



motivhealth[®]
INSURANCE COMPANY



10421 S Jordan Gateway Ste. 300
South Jordan, UT 84095



(844) 234-4472



MotivHealth.com

Eagle Mountain City

1650 E Stage Coach Run

Eagle Mountain, UT 84005

Effective Date: July 1, 2022

Effective Date: July 1, 2022		MotivHealth Level Funded Plan Options		
		Current	Renewal	
		MotivNetwork HSA 2500	MotivNetwork HSA 2500	
	Deductible (Single/Family)	\$2500 /\$5000	\$2500 /\$5000	
	Deductible Embedded/Non-Embedded	Non-Embedded	Non-Embedded	
	Coinsurance (Paid by Member)	10% AD	10% AD	
	OOP Max (Single/Family)	\$3000 /\$6000	\$3000 /\$6000	
	OOPM Embedded/Non-Embedded	Non-Embedded	Non-Embedded	
Facility	Inpatient	10% AD	10% AD	
	Outpatient	10% AD	10% AD	
	ER	10% AD	10% AD	
Professional	PCP	10% AD	10% AD	
	Specialist	10% AD	10% AD	
	Behavioral Health Visits	10% AD	10% AD	
	Rehab/PT/OT (chiro, if included)	10% AD	10% AD	
Imaging/Diagnostics	Radiology - CT/PET Scan/MRI	10% AD	10% AD	
	Minor Lab & X-Ray Services	10% AD	10% AD	
Rx	Generic - Retail	10% AD	10% AD	
	Preferred Brand - Retail	10% AD	10% AD	
	Non-Preferred Brand - Retail	10% AD	10% AD	
	Specialty Drugs	10% AD	10% AD	
Other Services	Urgent Care	10% AD	10% AD	
	Ambulance	10% AD	10% AD	
Out of Network	Deductible	\$5000 /\$10000	\$5000 /\$10000	
	Coinsurance	30% AD	30% AD	
	OOP Max	\$6000 /\$12000	\$6000 /\$12000	
				Renewal Increase
Single 9		\$449.07	\$470.62	4.8%
Two Party 11		\$929.58	\$974.18	4.8%
Family 57		\$1,257.38	\$1,317.72	4.8%
Annual Total		\$1,031,252.04	\$1,080,739.20	
Monthly Total		\$85,937.67	\$90,061.60	

Signature: _____

Date: _____

Funding Breakdown

HSA 2500				
Spec Attachment Point		\$100,000		
Claims funding return threshold		\$160.50		
Estimated base premium to collect from employer		Single	Two Party	Family
General Administration	\$25.98	\$40.72	\$84.30	\$114.03
Commissions (6% Premium)	\$18.02	\$28.26	\$58.49	\$79.11
Aggregate Stop Loss Premium	\$22.51	\$35.29	\$73.06	\$98.82
Spec fee	\$19.69	\$30.87	\$63.89	\$86.42
Subtotal	\$86.20	\$135.14	\$279.74	\$378.39
Claims Funding*	\$214.00	\$335.48	\$694.44	\$939.33
Monthly Funding (PMPM)	\$300.20	\$470.62	\$974.18	\$1,317.72
Rating Tier Factors		1.57	3.25	4.39

Threshold for Return of Claims Funding	
Estimated Membership	300
x Contract Months	12
= Member Months	3600
x Claims funding return threshold PMPM	\$160.50
= Total Threshold for Return	\$577,800.00

Level Funding Arrangement - 70% retained by Eagle Mountain City, 30% retained by MotivHealth

*Monthly Funding is the maximum liability to the group

Signature: _____

Date: _____

Eagle Mountain City

1650 E Stage Coach Run

Eagle Mountain, UT 84005

Effective Date: July 1, 2022

MotivHealth Level Funded Options		
Wasatch Network HSA 2500		
	Deductible (Single/Family)	\$2500 /\$5000
	Deductible Embedded/Non-Embedded	Non-Embedded
	Coinsurance (Paid by Member)	10% AD
	OOP Max (Single/Family)	\$3000 /\$6000
	OOPM Embedded/Non-Embedded	Non-Embedded
Facility	Inpatient	10% AD
	Outpatient	10% AD
	ER	10% AD
Professional	PCP	10% AD
	Specialist	10% AD
	Behavioral Health Visits	10% AD
	Rehab/PT/OT (chiro, if included)	10% AD
Imaging/Diagnostics	Radiology - CT/PET Scan/MRI	10% AD
	Minor Lab & X-Ray Services	10% AD
Rx	Generic - Retail	10% AD
	Preferred Brand - Retail	10% AD
	Non-Preferred Brand - Retail	10% AD
	Specialty Drugs	10% AD
Other Services	Urgent Care	10% AD
	Ambulance	10% AD
Out of Network	Deductible	\$5000 /\$10000
	Coinsurance	30% AD
	OOP Max	\$6000 /\$12000
	Single 9	\$413.94
	Two Party 11	\$856.87
	Family 57	\$1,159.04
Annual Total		\$950,595.72
Monthly Total		\$79,216.31

Signature: _____

Date: _____

Funding Breakdown

Wasatch Network HSA 2500				
Spec Attachment Point		\$100,000		
Claims funding return threshold		\$140.04		
Estimated base premium to collect from employer		Single	Two Party	Family
General Administration	\$25.98	\$40.72	\$84.30	\$114.03
Commissions (6% Premium)	\$15.85	\$24.85	\$51.45	\$69.59
Aggregate Stop Loss Premium	\$21.25	\$33.31	\$68.95	\$93.27
Spec fee	\$14.25	\$22.34	\$46.24	\$62.55
Subtotal	\$77.33	\$121.23	\$250.94	\$339.44
Claims Funding*	\$186.72	\$292.71	\$605.93	\$819.60
Monthly Funding (PMPM)	\$264.05	\$413.94	\$856.87	\$1,159.04
Rating Tier Factors		1.57	3.25	4.39

Claims Threshold for Refunding	
Estimated Membership	300
x Contract Months	12
= Member Months	3600
x Claims funding return threshold PMPM	\$140.04
= Total Threshold for Return	\$504,144.00

Level Funding Arrangement - 70% retained by Eagle Mountain City, 30% retained by MotivHealth

Signature: _____

Date: _____

Eagle Mountain City

	Proposed
Supplemental Benefits	New Benefits
Plan Name	Base Package
	Benefit
TeleDoc Consultation	* No Charge to Employee or Member of the Household * 24 / 7 Access * Phone Call, Video Chat, or Mobile App * Diagnose & Prescribe medication for minor symptoms if medically necessary
Health Advocacy	* Care Coordination: Help with understanding tests, treatments & medications, and a coordinate care between providers * Resolve Claims & Billing Issues: Help with reviewing questionable bills to identify duplicate or incorrect charges * Fee Negotiation: Assist in negotiating fees with providers to lower out-of-pocket costs not covered by insurance
Roadside Assistance	* Towing: Covers up to \$80 per occurrence * Battery: Jumpstart a dead battery, tighten or clean cables, or minor adjustments to the alternator * Locksmith: Help with lost keys, broken keys, or accidental lock out
Employee Count	87
Monthly Cost (Employer Paid)	\$6.39
Total Annual Cost	\$6,671.16
Rate Guarantee	One Year

Roadside Assistance

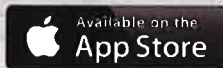
Stay Safe on the Road with 24/7 Assistance Just a Call Away

What Roadside Assistance Does for You

- ▶ Even when the right precautions are taken, car issues can happen to anyone at any time
- ▶ Keep yourself and your family protected on the road with 24/7 assistance available for common car troubles
- ▶ Help is available for flat tires, lock-outs, dead batteries, and collisions
- ▶ Towing service is available with coverage up to \$80 per occurrence
- ▶ Roadside Assistance will also bring fuel, oil, fluid, and water



Drivers are expected to experience an average of five flat tires in their lifetime



My Benefits Work Mobile App | 800.800.7616 | MyBenefitsWork.com

Limit one service within 72 hours and five free services per year. This is not an insurance product. For a complete explanation of this benefit log on to MyBenefitsWork.com and read Terms and Conditions.

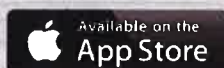
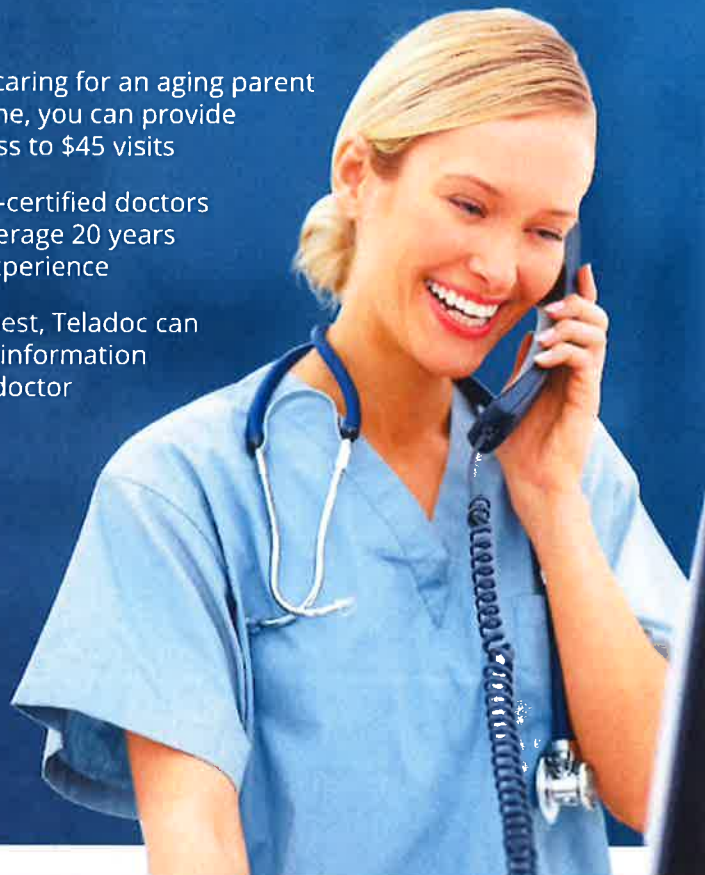
Teladoc

Enjoy On-Demand Healthcare with 24/7 Access to Doctors by Phone

What Teladoc Does for You

- ▶ Doctors offer a diagnosis, treatment options, and prescription, if medically necessary
- ▶ Treatment for common medical issues such as colds, flu, poison ivy, respiratory infections, bronchitis, pink eye, sinus problems, allergies, urinary tract infections and ear infections
- ▶ Visits for all ages — from children to seniors
- ▶ Includes spouse and dependents
- ▶ If you are caring for an aging parent or loved one, you can provide them access to \$45 visits
- ▶ U.S. board-certified doctors with an average 20 years practice experience
- ▶ Upon request, Teladoc can share visit information with your doctor

Avoid the waiting room — Teladoc doctors respond in 10 minutes on average



For instructions on how to sign up, visit MyBenefitsWork.com

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Health Advocate™

Solutions

Experts Help You Navigate Healthcare

and Negotiate Medical Bills



Health Advocate Solutions gives you access to:

► Health Advocacy

- You'll be connected to a Personal Health Advocate who can help:
 - » Untangle medical bills and insurance claims
 - » Locate doctors, specialists, hospitals, dentists, and pharmacies
 - » Clarify benefits and answer questions about tests, treatments, and medications
 - » Coordinate care among multiple providers
 - » Assist with eldercare and related healthcare issues
 - » Arrange second opinions
 - » Transfer medical records
 - » Provide information about generic drug options

► Medical Bill Saver™

- Experts who know the ins and outs of billing practices will attempt to negotiate discounts on your behalf, possibly leading to a reduction in your costs
- Receive an easy-to-read personal Savings Results Statement summarizing the outcome and payment terms for successful negotiations

► NurseLine™

- Highly trained registered nurses are on-call 24/7 to answer your questions for non-urgent concerns
- Nurses can offer self-care tips, direct you to the appropriate care for immediate attention, or tell you how to ease common problems such as a sore shoulder
- Respond to most requests by the next business day
- Have passed rigorous credentialing and completed extensive training

In-network healthcare prices vary
by 300% or more.



My Benefits Work Mobile App | 800.800.7616 | MyBenefitsWork.com

The Health Advocacy program is not health insurance. Health Advocacy provides administrative, informational and referral type services, through its employees. Health Advocacy does not provide medical services and does not recommend treatment. Independent healthcare practitioners, who are not Health Advocacy's employees or agents, provide all medical services.



Employer List Bill Agreement

Employer Help Desk: 844-713-2877

employerhelp@newbenefits.com

Agent: Clinton Wadsworth	Group ID:	Date: 3/21/2022
---------------------------------	------------------	------------------------

Internal Use Only

EMPLOYER INFORMATION

BILLING CONTACT

Company: Eagle Mountain City			Name:	Title:
Address: 1650 E Stagecoach Run			Email:	
Address 2:			ELIGIBILITY CONTACT ☐ Same as above	
City: Eagle Mountain	ST:UT	Zip Code: 84005	Name:	Title:
FEIN/TAX ID#: 84-1371095		Phone: 801-789-6604	Email:	
SIC #: 9111			HUMAN RESOURCES ☐ Same as above	
Membership Effective Date: 07/01/2022			Name: Angela Valenzuela	Title: HR Manager
Number of Eligible Employees: 87			Email: avalenzuela@emcity.org	

MEMBERSHIP KITS SENT TO: ☒ Employees ☐ Employer

ADVOCACY PACKAGE

Includes: Teladoc \$0 visit fee, Health Advocate Solutions, Roadside Assistance

- ☒ \$6.39 Employer Paid Option
☐ \$7.39 Employee Paid Option

New Benefits (NB) is the administrator for the benefits program and package(s) listed above ("Program"). NB will list bill Employer for all employees active in the Program on the last day of each calendar month.* Minimum list bill amount is \$50 per month. Employer agrees to pay the invoice in full on or before the 20th day of the month invoice is issued. If payment is not received by due date, all employees will be deactivated until payment in full is received. **Please note account deactivation due to non-payment will result in service disruption to members and possibly re-registration for certain benefits.** A \$100 reactivation fee will be added to the monthly balance to reactivate a past due account. (Example: Payment in full for employees active the last day of January is due on or before February 20th. Should payment not be received before the last business day of February, all employees will be deactivated pending payment in full including a \$100 reactivation fee.) Failure to remit payment in full by the end of the following month will result in termination of group and its employees.

*Employer will not be billed for any employee cancelled before the last business day of each month. Conversely, a credit will not be allowed for any reason if the employee is not cancelled before the last business day of each month.

Employer agrees it will not create, distribute or otherwise advertise the Program other than with materials approved in writing or provided by NB. Employer may discontinue the program at any time with 30 day written notice to NB and is responsible for any outstanding balances.

The undersigned Employer agrees to these aforementioned terms and conditions:

Agent/Reseller: _____

Signature

Date (MM/DD/YY)

Print Name and Title



Employer List Bill Agreement

Employer Help Desk: 844-713-2877

employerhelp@newbenefits.com

newbenefits
creating advantage.

Please submit this form to Jennifer Crane

Email: jcrane@newbenefits.com



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

Thursday, April 7, 2022

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

SUBJECT: Harmony phase "A" plat 11 out of warranty Bond Release

City Recorder:

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

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

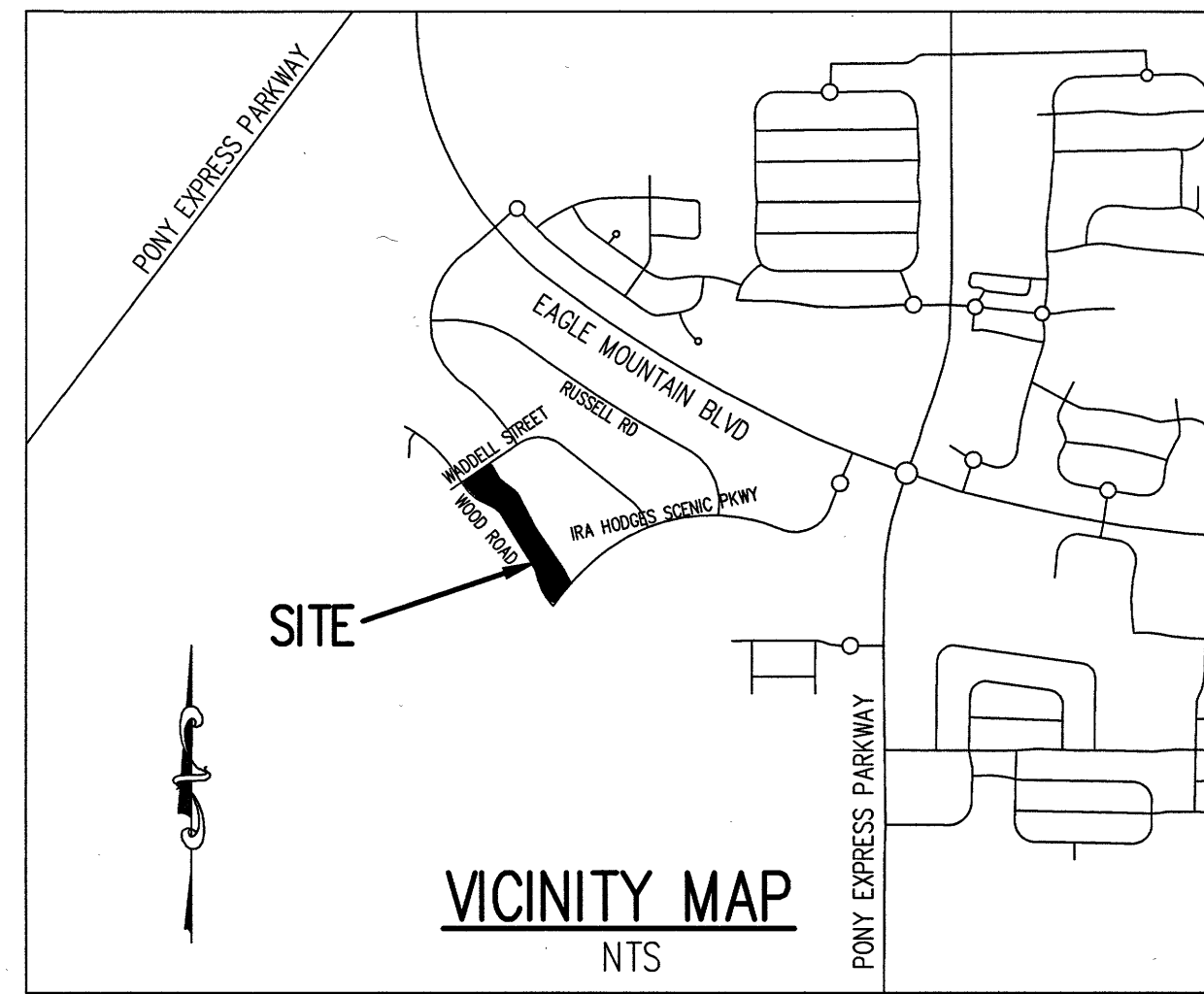
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

HARMONY PHASE A PLAT 11

A PART OF SECTIONS 11 & 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.L.B.&M.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



FIRE NOTE:

TWO (2) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS
ARE IN PLACE.

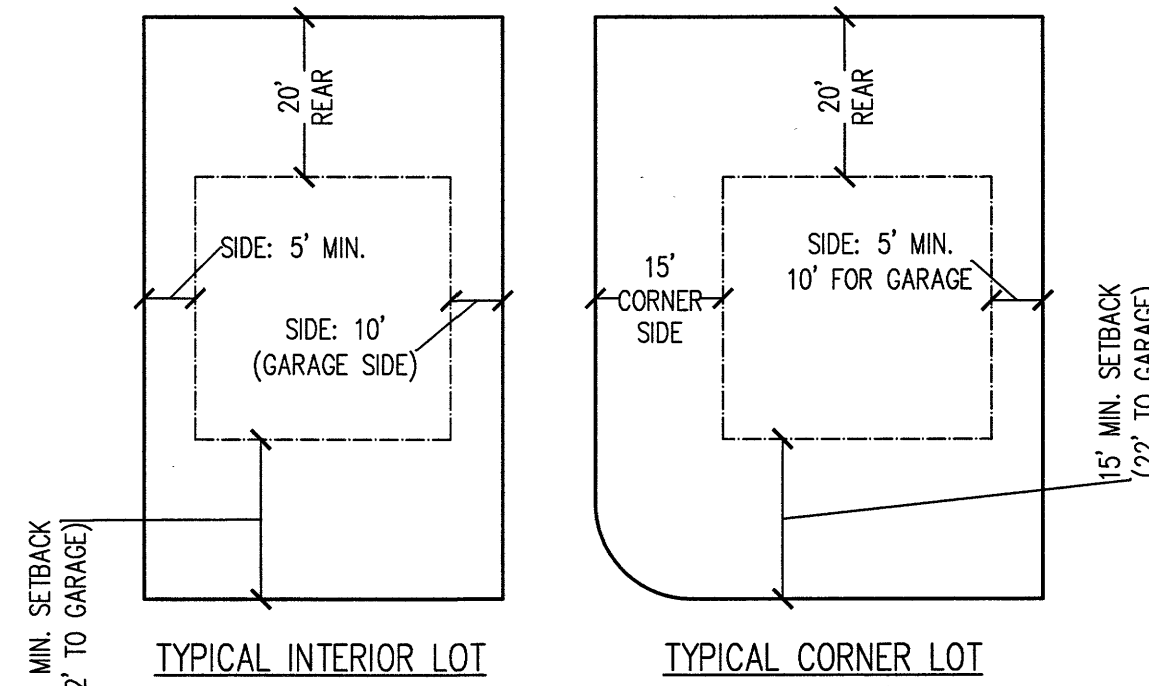
PLAT CALCULATIONS

TOTAL ACREAGE:	4.67 ACRES
BUILDABLE ACREAGE:	4.67 ACRES
TOTAL ACREAGE IN LOTS:	4.09 ACRES
PUBLIC RIGHT-OF-WAY:	0.05 ACRES
TOTAL OPEN SPACE:	0.52 ACRES
TOTAL IMPROVED OPEN SPACE:	0.52 ACRES
AVERAGE LOT SIZE:	13,721 SF/0.31 ACRES
LARGEST LOT SIZE:	15,882 SF/0.36 ACRES
SMALLEST LOT SIZE:	11,955 SF/0.27 ACRES
OVERALL DENSITY:	2.79 LOTS/ACRE
TOTAL # OF LOTS:	13 LOTS

NOTES:

- THE PUBLIC USE TRAILS AREA IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY EAGLE MOUNTAIN CITY.
- PUBLIC UTILITY EASEMENTS ON ALL LOTS ARE AS FOLLOWS: 10' ALONG THE FRONT & 5' ALONG THE REAR & SIDES.
- CORNER LOTS MAY FACE EITHER STREET DEPENDING ON BUILDERS PREFERENCE.
- ROAD SHALL BE RESURFACED AFTER UTILITIES INSTALLED.

SETBACK DIAGRAM



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	1435.00	22.17	0°53'7"	22.17	S 36°45'32" W
C2	1374.50	155.30	6°28'25"	155.22	S 39°18'3" W
C3	15.00	25.32	96°43'49"	22.42	N 89°5'50" W
C4	474.50	203.47	24°34'10"	201.92	N 28°26'50" W
C5	625.50	175.91	16°6'49"	175.33	N 24°13'9" W
C6	151.23	98.42	37°17'13"	96.69	N 50°45'52" W
C7	474.86	261.83	31°35'33"	258.53	N 53°28'5" W
C8	15.00	24.59	93°56'26"	21.93	N 9°18'43" E
C9	15.00	24.71	94°24'13"	22.01	S 9°5'33" W
C10	473.50	98.87	11°57'51"	98.69	S 44°5'28" E
C11	473.50	90.33	10°55'49"	90.19	S 55°32'18" E
C12	473.50	68.70	8°18'47"	68.64	S 65°9'36" E
C13	473.50	257.90	31°12'27"	254.73	S 53°42'46" E
C14	152.00	31.07	11°42'39"	31.01	S 63°27'40" E
C15	152.00	67.20	25°19'47"	66.65	S 44°56'28" E
C16	152.00	98.26	37°2'26"	96.56	S 50°47'47" E
C17	626.50	5.37	0°29'28"	5.37	S 32°1'50" E
C18	626.50	103.07	9°25'34"	102.95	S 27°4'19" E
C19	626.50	67.76	6°11'47"	67.72	S 19°15'39" E
C20	626.50	176.19	16°6'49"	175.61	S 24°13'9" E
C21	473.50	25.67	3°6'20"	25.66	S 17°42'56" E
C22	473.50	175.99	21°17'43"	174.98	S 29°54'57" E
C23	473.50	201.65	24°24'3"	200.13	S 28°21'47" E
C24	15.00	25.32	96°42'3"	22.42	S 88°54'50" E
C25	1373.50	63.05	2°37'49"	63.05	N 41°25'14" E
C26	1373.50	90.84	3°47'21"	90.82	N 38°12'39" E
C27	1373.50	153.89	6°25'10"	153.81	N 39°31'33" E
C28	1436.00	0.49	0°1'10"	0.49	S 36°19'33" W
C29	1436.00	22.17	0°53'4"	22.17	N 36°46'40" E
C30	1436.00	22.66	0°54'14"	22.66	N 36°46'5" E

FIRSTDIGITAL TELECOM

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

Anthony Zucht 6/10/19
FIRSTDIGITAL TELECOM DATE

DIRECT COMMUNICATIONS

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

Monica Calipad 6/10/19
DIRECT COMMUNICATIONS DATE

SURVEYOR:
AZTEC ENGINEERING
491 NORTH 450 WEST
OREM, UTAH 84057
(801) 224-7308

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

Del Edwards 6/10/19
ROCKY MOUNTAIN POWER DATE

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 INTO 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.

JUNE 6, 2019
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°27'29" WEST 265.90 FEET ALONG SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 34°17'46" EAST 38.50 FEET;

THENCE SOUTH 27°39'52" EAST 109.10 FEET; THENCE ALONG A 1435.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 22.17 FEET THROUGH A CENTRAL ANGLE OF 0°53'07" (CHORD BEARS SOUTH 36°45'32" WEST 22.17 FEET); THENCE NORTH 27°39'52" WEST 0.50 FEET; THENCE ALONG THE ARC OF A 1374.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 155.30 FEET THROUGH A CENTRAL ANGLE OF 06°28'25" (CHORD BEARS SOUTH 39°18'03" WEST 155.22 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 25.32 FEET THROUGH A CENTRAL ANGLE OF 96°43'49" (CHORD BEARS NORTH 89°05'50" WEST 22.42 FEET); THENCE ALONG THE ARC OF A 474.50 FOOT RADIUS CURVE TO THE RIGHT 203.47 FEET THROUGH A CENTRAL ANGLE OF 24°34'10" (CHORD BEARS NORTH 28°26'50" WEST 201.92 FEET); THENCE ALONG THE ARC OF A 625.50 FOOT RADIUS CURVE TO THE LEFT 175.91 FEET THROUGH A CENTRAL ANGLE OF 16°06'49" (CHORD BEARS NORTH 24°13'09" WEST 175.33 FEET); THENCE NORTH 32°16'34" WEST 442.21 FEET; THENCE ALONG THE ARC OF A 151.23 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 98.42 FEET THROUGH A CENTRAL ANGLE OF 37°17'13" (CHORD BEARS NORTH 50°45'52" WEST 96.69 FEET); THENCE ALONG THE ARC OF A 474.86 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 261.83 FEET THROUGH A CENTRAL ANGLE OF 31°35'33" (CHORD BEARS NORTH 53°28'05" WEST 258.53 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 24.59 FEET THROUGH A CENTRAL ANGLE OF 0°29'28" (CHORD BEARS NORTH 09°18'43" EAST 21.93 FEET); THENCE NORTH 33°41'48" WEST 0.49 FEET; THENCE NORTH 56°17'40" EAST 116.33 FEET; THENCE NORTH 59°31'23" EAST 71.02 FEET; THENCE NORTH 56°17'40" EAST 37.31 FEET; THENCE SOUTH 29°41'34" EAST 114.50; THENCE SOUTH 29°41'34" EAST 15.38 FEET; THENCE SOUTH 52°34'40" EAST 176.27 FEET; THENCE SOUTH 27°37'00" EAST 329.19 FEET; THENCE SOUTH 34°17'46" EAST 354.13 FEET, TO THE POINT OF BEGINNING.

CONTAINING 203,208 SQUARE FEET OR 4.6650 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1927, CENTRAL ZONE

ENT 56662/2019 Map # 16597
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jun 21 11:57 AM FEE 76.00 BY SH
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER

EM Harmony Development LLC
Owner/manager

AUTHORIZED SIGNATURE(S)

Tiffany Walden
TIFFANY WALDEN

ACKNOWLEDGMENT

On the 18 day of June, 2019, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 1/1/2020

686717
COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE

Janet S. Lopez
PRINTED FULL NAME OF NOTARY
A NOTARY PUBLIC COMMISSIONED
IN UTAH

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 18 DAY OF June, 2019.

APPROVED BY MAYOR *Tommy Anderson*
APPROVED BY CITY ATTORNEY *Christopher T. Turek*
APPROVED BY ENGINEER (SEE SEAL BELOW) *Del Edwards*
ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 11

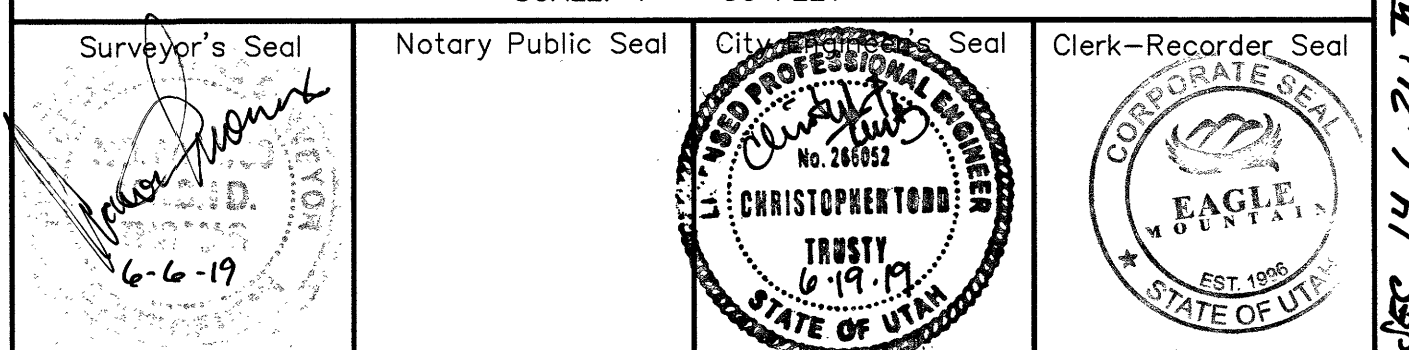
HARMONY PHASE A

SUBDIVISION

EAGLE MOUNTAIN CITY

UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET





EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

April 5, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Jeremy Cook, City Attorney; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Tyler Maffitt, Communications Manager; Embret Fossum, UFA Battalion Chief; Eric McDowell, Chief Deputy Sheriff; Evan Berrett, Assistant to the City Administrator; and Robert Ballif, Engineering Assistant.

CITY STAFF PRESENT ELECTRONICALLY: Aaron Sanborn, Economic Development Director; Jeff Weber, Fleet and Facilities/Operations Director; Michele Graves, Library Director; and Chas Glenn, Administrative Assistant.

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

General

- The City has received preliminary acceptance status to issue passports. Additional personnel will be required to provide the service. Initial analysis indicates that the revenues would exceed the expenditures.
- The review of proposals for information technology services has concluded. Staff has determined to remain with Executech as the cost is significantly less than other providers, and they offer a superior level of expertise with municipal knowledge depth and 24-hour helpdesk services.

Community Development

- Commercial projects for the Marketplace at Eagle Mountain Town Center include Little Caesars Pizza, Chipotle, Gamers Inn, Noodles and Company, Taco Bell, Wendy's, Swig, America First Credit Union, Deluxe Nail Bar, Subway, Maverik, Arby's, Great Clips, Tropical Smoothie Café, and Crumbl Cookies.

Water

- Repairs are complete on Well 5, and Well 1 is undergoing repairs. The installation of the new pump will begin tomorrow.
- The City is currently drawing water from the Central Utah Water Conservatory District at a rate of 4,500 gallons per minute.
- A contractor is evaluating the rehabilitation of the golf course well.

Wastewater

- The wipers need to be replaced on Clarifier 2, and staff is aware of issues with Clarifier 1.
- Staff is completing the dust control measure that uses effluent rather than culinary water.

Streets

- The crack seal project has been delayed due to weather.
- The Pony Express Parkway widening project will be completed by the end of April.
- The turn pockets on Bobby Wren Boulevard and Solo Street will be completed in the near future.
- The project to lengthen the left-hand turn lane from eastbound Pony Express Parkway onto Ranches Parkway and the first segment of widening Mid Valley Road will commence soon.
- The areas surrounding Old Airport Road will be seeded within the next two weeks.
- Airport Road signage will be replaced with Old Airport Road signs.
- The City is addressing power issues impacting the Bobby Wren Boulevard traffic light.

Councilmember Wright suggested placing temporary construction traffic signals on Bobby Wren Boulevard to mitigate safety issues until the traffic light is functional.

Mayor Westmoreland recognized Streets and Storm Drain Manager Zac Hilton and the Eagle Mountain City Streets Department for receiving the Friend of Industry Award from the Utah Asphalt Pavement Association at the Utah Asphalt Conference in February.

1.B. UPDATE – Budget

Finance Director Kimberly Ruesch stated an update will be included on City Council agendas until the budget adoption to allow the Council to make inquiries regarding the tentative budget. She explained that the budget committee will review the department proposals for additional personnel and make recommendations to approve, amend, or deny requests to be ratified or altered by the Council during the adoption process.

2. AGENDA REVIEW

10. AUDIT

10.A. Acceptance of the 2021 Fiscal Year Audit – Ron Stewart

Ron Stewart with Gilbert and Stewart CPAs explained his organization was contracted to perform the audit for the 2021 fiscal year. The results of the audit include the following items:

- The financial statements are materially correct.

- The internal controls contained a significant deficiency in the timeliness of the reconciliations due to staffing issues caused in part by the pandemic. Existing controls and additional staffing have resolved the deficiency.
- The City is out of compliance with State requirements due to areas of the General Fund being over budget and the fund balance being too large. State statute requires surplus funds be moved to the Capital Project Fund and assigned to a specific project. Plans are in place to transfer and allocate the excess funds.
- The audit of federal funding expenditures is ongoing.

Mr. Stewart explained that the audit of federal funding will be completed within the next two months.

City Administrator Paul Jerome explained the difficulty in predicting funds required and process to resolve excess or deficient funds.

Discussion ensued regarding plans to resolve fund excesses and deficiencies, impacts of City growth on fund balances, and sales tax revenue.

11. BID AWARDS

11.D. Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pump Station Electrical – Royal Wholesale Electric

Councilmember Love expressed concern about paying a fee for timely delivery, which is not guaranteed.

City Engineer Chris Trusty stated the City will benefit from paying for expedited service. The provider currently has a 48-week lead time for pumps, but they anticipate supply chain improvements and have set the tentative delivery date for 44 weeks. However, due to the volatility of the market, they are unwilling to guarantee a timeframe or include liquidated damages in the contract. Waiting 61 weeks for delivery could delay the project and impact meeting capacity requirements for summer water usage. Staff is considering a change order to procure additional transformers for future upgrades to the White Hills Well.

Discussion ensued regarding the following:

- Impacts of the pandemic resulting in unprecedented delays in materials and parts deliveries;
- Potential additional delays should the City opt to select a different bid or not pay the expedited fee;
- Upsizing sourcing capacity on existing wells;
- Plans for additional City wells;
- Purchasing surplus transformers for future use or reusing transformers;
- Transformer usage limitations due to variance in sizing;
- Balancing City needs, risks, financial stewardship, and fiscal responsibility;
- Strategies to meet State capacity requirements; and

- Water supply redundancies and excessive capacity goals.

14. PRELIMINARY PLATS & SITE PLANS

14.A. SITE PLAN – Marketplace at Eagle Mountain Town Center Lot 6 Pad C2

Senior Planner Tayler Jensen noted that the developer provided updated elevations with the addition of the awning, as requested. He clarified that the Planning Commission recommended removing the requirement for a pedestrian access across the drive-through queue.

Councilmember Love requested the developer add several sidewalk or trail accesses between the individual pad sites to connect the development to the trail along Pony Express Parkway. She also requested the pedestrian accesses not cross drive-through lanes when possible.

Mr. Jensen explained that staff had recommended a trail connection between the properties. Because the properties are owned by different individuals, the connection was determined unfeasible. The applicant for this pad site is also the master developer.

Discussion ensued regarding enforcement options for pedestrian connectivity standards for the pad sites per EMMC 17.72.030(A) as the master site approval excluded pedestrian access consideration.

Councilmember Love requested the item be removed from the consent agenda and placed as a scheduled item.

15. ORDINANCE/PUBLIC HEARING

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Saddle Junction.

Mr. Jensen presented the item. The application is for a rezone of approximately 1.5 acres to the CC Zone. Both the CN and CC zones are appropriate under the Future Land Use Plan designation of Community Commercial. The applicant has requested the CC Zone, but the CN Zone may provide better transitioning between residential and commercial uses.

The Planning Commission recommended approval of the Saddle Junction rezone with a vote of 3 to 1 to the CN Zone with a condition that a development agreement be written to allow a maximum of 50-foot-high structures, with all other commercial development standards of the CN zone to apply.

City Attorney Jeremy Cook confirmed that the land adjacent to this parcel on the south of Stonebridge Lane has vested rights for the previous Commercial Zone.

Councilmember Wright requested staff provide the Council with information regarding the rezoning of the property to the south.

16. EAGLE QUEST EAST

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands and Approving a Master Development Plan for Eagle Quest East.

16.B. MOTION – Eagle Quest East Preliminary Plat

Items 16.A. and 16.B. were presented and discussed concurrently.

Mr. Jensen presented the item. The application is for an approximately 163-acre parcel to be rezoned to a mix of R1, R2, R3, RD1, and RD2; a master development plan; and a 407-unit preliminary plat. Although RD1 and RD2 are found within the Agriculture/Rural Density General Plan designation, they are appropriate to comply with lot size transition standards.

The application was tabled during the January 18, 2022 meeting with the following feedback:

- A preference to redesign the project and keep Old Airport Road where it is currently shown on the Future Land Use and Transportation Map.
- That the conditions from the Planning Commission (below) should be adhered to:
 1. Including a row of RD2 lots between RD1 and R1 units;
 2. That the number of R1, R2, and R3 units shall be adjusted so each represents approximately one-third of the Neighborhood Residential One units;
 3. Park and Open Space be recalculated to ensure minimum standards are being met;
 4. That at least one church site be identified; and
 5. A community mailbox location be included in Phase 1 of the development.
- The desire for varied unit type.
- Depending on the overall density of the project and animal rights conflicts that the 152-foot right-of-way of Old Airport Road may be allowed to count as one or two transition steps between the lots on the east and west of the project.

The proposal includes three parks: a 3.30-acre southwest park, a 2.22-acre central park, and a 3.13-acre east park. Staff recommends that the east park be replaced with R1 lots, the ten lots adjacent to the central park be replaced with open space and most of the amenities planned for the east park, and three lots north of the southwest park be removed to add additional neighborhood-focused amenities to the park. If the staff recommendations are followed, overall park space will increase by 1,717 square feet. While this proposal would remove 13 lots, it is anticipated that the applicant could recover 12 R1 lots by replacing the east park with 10,890-square foot R1 lots, reducing the project lot count by a single unit. A block length in the southeast corner of the project exceeds the maximum of 800 feet and requires a mid-block pedestrian connection.

Applicant representative Kurt Ostler said they are amenable to amending the park plan as recommended by staff and adding the pedestrian connection. One of the purposes of the east park is to provide additional trails and walkability.

Councilmember Love said that she is in favor of removing the houses adjacent to the central park to provide access from all four sides of the park.

Councilmember Curtis thanked the applicant for adjusting the number of R1, R2, and R3 units as requested. He expressed concern with park timing in relation to housing development and inflation devaluing escrow funds. His preference is for parks to be installed as soon as possible and requested a clear understanding regarding what the City will reimburse for right-of-way installation.

Mr. Jensen said an additional consideration that influenced the staff recommendations was the inclusion of the southwest park in Phase 1 and the east park in Phase 8 of the project. The proposed changes would result in the completion of the parks during an earlier stage of the development.

Mr. Ostler stated that the right-of-way reimbursement will be addressed during the development agreement.

Discussion ensued regarding the right-of-way dedication and reimbursement agreement with relationship to the density in the project, the timing of Old Airport Road installation, and the balance and percentages of larger and smaller lots in the project.

Councilmember Gray stated that he is evaluating the project based upon the number of units rather than the acreage of unit type and his preference would be to not allow R2 or R3 products.

Mr. Ostler stated he felt he had met the Council's requests by adding quarter-acre lots to transition from adjacent projects, providing an average lot size of over a quarter acre, and increasing the number of large lots in the project. He requested fair treatment and consistency as he has received conflicting feedback during each review and requests that differ from what is asked of other developers with similar projects.

Councilmembers Gray and Curtis stated that they have been consistent in requesting the development be lower in density.

Councilmember Gray was excused from the meeting at 5:58 p.m.

17. ORDINANCE

17.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 5.30 Rental Dwelling Business Licensing.

Assistant to the City Administrator Evan Berrett presented the item. City Municipal Code was recently updated to require utility accounts to be in the property owner's name and updated the applications and application process. Code Enforcement has access to the property owner's contact information through utility billing. Benefits of implementing a licensing program include promoting rental standards and improvement to utility billing data and processes. He reviewed the elements of the proposed incentive-based landlord licensing program.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Burnham moved to adjourn a closed session for the purpose of discussing the lease of real property pursuant to Section 52-4-205(1) of the Utah Code, annotated. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

The meeting was adjourned at 6:13 p.m.

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Jeremy Cook, City Attorney; Mack Straw, Public Utilities Manager; Embret Fossum, UFA Battalion Chief; Eric McDowell, Chief Deputy Sheriff; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: 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; and Brad Hickman, Parks and Recreation Director.

4. CALL TO ORDER

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

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- The City's Easter Egg Hunt will be held this Saturday, April 9th, at Cory Wride Park. The activities will start at 11:00 a.m. Photos with the bunny will take place at the event. We hope to see you there.
- Eagle Mountain City recently introduced a new Wildlife and Conservation web page. This website is designed to educate residents about the wildlife that call the area home and provide resources to help residents learn more. Find it through the Eagle Mountain City website.
- Eagle Mountain residents are encouraged to ride their ATVs and OHVs responsibly. The City has provided plenty of resources describing the City's laws and State requirements for properly riding these vehicles. We want to encourage safe riding practices throughout the spring and summer months.

- The State of Utah remains in a drought. The City is asking residents to wait to water their lawns until April 15th and to educate themselves to avoid overwatering their grass.
- Eagle Mountain's Community Cleanup will be held April 23rd. We are seeking volunteers in the community to help with cleanup projects. For more information on events happening in the City, please check the City website or follow us on social media.
- A Ham radio class will be held on April 7th at 7:00 p.m. at Eagle Mountain City Hall. This will be the second class in a five-week course. A Ham radio exam will be held on Saturday, June 19th from 10:00 a.m. to 1:00 p.m.

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

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:18 p.m.

Steven Andersen inquired regarding property line confusion on Six-Mile Cutoff Road, formerly Airport Road, between the Eagle Quest and Overland subdivision boundaries. ATVs are using the area behind his home, part of which is located on his property, as a road and he is concerned about his family's safety. He requested the area be barricaded to prevent access. Additionally, he asked that flashing lights be placed at the pedestrian crossing for Frontier Middle School.

Director of Administrative Services/City Recorder Fionnuala Kofoed said that she has been in communications with the residents and that confusion has arisen due to the Utah County parcel map. Former Airport Road will be removed from the maps. Current residents can fence the area within their property markers. Erroneous gaps or overlaps between the Eagle Quest fence and properties in the Overland subdivision boundaries will be addressed when the adjacent property is platted and developed.

City Administrator Paul Jerome said that the City will work with the property owners to obtain permission to place a blockade on private land to assist with fostering safety.

Jeff Ruth advocated for the Council to repeal the allowance for OHVs on City roads to access trails due to abuse by motorists using roadways for recreation, and he requested all vehicles to be street-legal. He is in favor of approving the landlord licensing program.

Jeff Marshall said he recently received a notice of violation for a trailer that has been stored in his backyard since 2002 prior to Municipal Code standards prohibitions and requested a grandfathered status exemption.

City Attorney Jeremy Cook explained that Mr. Marshall could submit a form to make a formal request for an exemption.

Mr. Jensen clarified that the Code Enforcement notice was due to concerns regarding home business license standards because multiple trailers are stored on his property for a fee.

Katie Ratzlaff expressed concerns regarding safety due to balls being kicked into traffic from the Mid Valley Park soccer fields and children playing near the road. She recommended a partial fence be installed to keep children and balls from entering the road.

Mr. Jerome expressed appreciation for Ms. Ratzlaff's suggestion. He said the area will eventually be converted to other uses and the City will explore mitigation strategies to address safety concerns in the interim.

Alyvia Timothy with Creative Signs and Graphics advocated for amending EMMC 17.80 Sign Regulations and Sign Permits to allow electronic reader boards for commercial uses. She cited studies and listed benefits to the business community.

Josh Stevenson requested that flashing lights and school zone signage be installed at Frontier Middle School.

Mr. Jerome explained that middle schools have different requirements than elementary schools, and the City is widening the road to address traffic issues which will improve visibility and help mitigate safety concerns.

Mayor Westmoreland acknowledged and expressed appreciation to the Lakeview Academy students that submitted letters to the City Council.

Mayor Westmoreland closed public comment at 7:53 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Wright

Councilmember Wright welcomed those in attendance and thanked the residents for their involvement. He recognized the Youth Council members in attendance and thanked them for their service. He expressed appreciation to Public Utilities Manager Mack Straw and his department for their efforts in repairing Well 5.

Councilmember Burnham

Councilmember Burnham thanked the residents for attending to express their concerns and offering solutions as their input is important and assists the City Council with fulfilling their duties. She congratulated the Streets Department for receiving the Friend of Industry Award from the Utah Asphalt Pavement Association.

Councilmember Curtis

Councilmember Curtis stated he will strive to improve his responsiveness to resident emails. He recognized and expressed appreciation to the youth in attendance.

Councilmember Love

Councilmember Love thanked the residents that donated blood during the American Legion Blood Drive. The Legion is planning another blood drive tentatively scheduled for June 10th. She recognized

Tyler and Jennifer Shimakonis for their community service including on City boards and as Youth Council Advisors and presented them with City coins.

Councilmember Gray

None.

9. RECOGNITION

9.A. Brody Kinder – Rural Water Association of Utah Wastewater Operator of the Year

City Administrator Paul Jerome recognized Wastewater Supervisor Brody Kinder as the Rural Water Association of Utah Wastewater Operator of the Year and presented him with a plaque.

CONSENT AGENDA

10. AUDIT

10.A. Acceptance of the 2021 Fiscal Year Audit – Ron Stewart

11. BID AWARDS

11.A. 2022 Eagle Mountain Slurry Seal Project – M&M Asphalt Services

11.B. 2022 Mid Valley Road Extension Design – Civil Science, LLC

11.C. Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pumps – Nickerson Inc

11.D. Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pump Station Electrical – Royal Wholesale Electric

12. BOND RELEASES

12.A. Arrival Phase B, Plat 7 – Into Warranty

12.B. Arrival Phase B, Plat 8 – Into Warranty

12.C. Eagle Point Phase G, Plat 2 – Into Warranty

12.D. Ranches Estates Plat A – Into Warranty

12.E. Ranches Estates Plat C – Into Warranty

12.F. SilverLake Plat 30 – Into Warranty

12.G. Brylee Farms Phase A, Plat 2 – Out of Warranty

12.H. Eagle Heights Village Plat 1 – Out of Warranty

12.I. J & J Ranches – Out of Warranty

12.J. Ranches Estates Plat B – Out of Warranty

13. MINUTES

13.A. March 15, 2022 – Regular City Council Meeting

14. PRELIMINARY PLATS & SITE PLANS

14.A. SITE PLAN – Marketplace at Eagle Mountain Town Center Lot 6 Pad C2

MOTION: *Councilmember Curtis moved to approve the consent agenda removing item 14.A. and placing it as a scheduled item. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

14. PRELIMINARY PLATS & SITE PLANS

14.A. SITE PLAN – Marketplace at Eagle Mountain Town Center Lot 6 Pad C2

Senior Planner Tayler Jensen presented the item. The application is for commercial pad building located on lot 6 of the Eagle Mountain Town Center Development. EMMC 17.72.030(A) requires pedestrian connections to the front of a building. Staff recommends an access along the border between this property and the adjacent pad site. The Planning Commission felt the shown pedestrian access to the internal portion of the project was sufficient to meet the requirement. The applicant provided updated elevations with the addition of the awning requested by the Planning Commission.

Councilmember Love said she would prefer connections to the trail along Pony Express Parkway be placed between every other building throughout the Marketplace project, avoiding passing through drive-through lanes.

MOTION: *Councilmember Love moved to approve the site plan for Marketplace at Eagle Mountain Town Center Lot 6 Pad C2 with the following conditions:*

- 1. The applicant shall work with staff to provide a pedestrian connection from the main building entrance to the improved trail along Pony Express Parkway; and*
- 2. The updated elevations with the addition of the awning requested by the Planning Commission are approved.*

Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.

15. ORDINANCE/PUBLIC HEARING

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Saddle Junction.

Mr. Jensen reviewed the item as presented during work session.

Applicant representative Conner Atkin explained that a group has expressed interest in the area to construct an office building. They desire the flexibility for a multiple story building as they are unsure of the building height anticipated by the potential buyer. They would prefer the additional use options available in the CC Zone but are amenable to CN zoning.

Councilmember Love expressed her support for the CN Zone with the existing height restrictions as she feels a taller building would not be in harmony with the location and would increase traffic in an already congested area.

Mayor Westmoreland opened the public hearing at 8:27 p.m.

Robert Black expressed concerns regarding a building taller than one story not being congruent with the area, negative impact on property values, increased traffic, and safety issues.

Camille Gardner expressed concern with the height recommendation by the Planning Commission not being in harmony with the area and the increased traffic and parking needs of a taller building. She recommended implementing commercial districts in the City.

Matt Hicks, Alexis Hicks, and David Black submitted emails expressing concerns about commercial development of the area.

Mayor Westmoreland closed the public hearing at 8:35 p.m.

Mr. Jensen said that this area has been zoned or designated for commercial uses for many years and the development of property generally increases rather than decreases property values.

Councilmember Curtis stated that although unfortunate, residents do not own the right to the view from their property.

Councilmember Gray stated he feels that CN would be the appropriate zoning designation, including the 35-foot height maximum.

MOTION: ***Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah rezoning certain lands known as Saddle Junction to the CN Zone. Councilmember Curtis seconded the motion.***

Discussion clarified that the motion excludes the Planning Commission recommendation to allow structures up to 50 feet tall.

Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.

16. EAGLE QUEST EAST

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands and Approving a Master Development Plan for Eagle Quest East.

16.B. MOTION – Eagle Quest East Preliminary Plat

Items 16.A and 16.B. were presented and discussed concurrently.

Mr. Jensen reviewed the item as presented during work session.

Mayor Westmoreland opened the public hearing at 8:48 p.m.

David Shippen said he represents the owners of the property to the north. They appreciate the City requiring the road on the east side of the project to retain the General Plan alignment. They are concerned with the northwestern road creating a one- to two-acre orphaned segment of developable land between two roads and would prefer the road along the north of the project extend to Old Airport Road.

Mayor Westmoreland closed the public hearing at 8:53 p.m.

Councilmember Burnham expressed her support for staff's park recommendations and the changes to the project to add more large lots, the average lot size of the development, and the variety of lot sizes offered.

Mr. Jensen verified that the proposed density for the project is 2.49 units per acre. The Neighborhood Residential One General Plan designation calls for 2 to 4 units per acre.

Discussion ensued regarding the preference for church sites to reduce the number of R2 or R3 lots, rather than the number of larger lots in the development.

Applicant representative Kurt Ostler said he is amenable to locating a church in an R2 or R3 zoned area. He noted that removing the park as requested would decrease the R2 and increase the R1 units and acreage, bringing the division of the R1, R2, and R3 unit types closer to one-third each.

Discussion ensued regarding the right-of-way dedication of land and road reimbursement and the average density of the project.

Councilmember Curtis said this project offers a better balance of product type and has a lower density average than other developments the Council has reviewed.

Councilmember Gray expressed frustration that road acreages are included in the density calculation. Mr. Ostler stated the roads are included because the developer assumes the burden of being unable to develop buildable land required for right-of-way dedication.

Mr. Jensen confirmed the standard method of calculating the density of projects includes right-of-way acreage.

Councilmember Gray clarified that his intention with requesting a third of each of the R1, R2, and R3 zones was for a balanced number in unit count, not acreage. He advocated for more specific standards to require lower project density. He would prefer the Council interpret the Neighborhood Residential One General Plan designation to require all R1 zoning and units in this area as he feels the City has an abundance of R2 and R3 units. It is the purview of the Council to require any of the three zones included in the land designation.

Councilmember Burnham noted that the project exceeds all minimum and average lot size requirements for the proposed zoning. Where the Council had indicated that they would entertain R1, R2, and R3 unit types for the project during previous meetings, it would be unfair to the developer to now require only R1 units at this stage.

Councilmember Love acknowledged the Council had not specified unit count or acreage when requesting one-third of each unit type within the Neighborhood Residential One designation.

Councilmember Wright acknowledged Councilmember Gray's concerns; however, when an applicant responds in a positive manner to Council requests, he feels the body should be responsive. As such, he is uncomfortable altering the direction given to the applicant.

Discussion ensued regarding product density acreage calculations with consideration of the ambiguity in previous feedback, and fairness to the applicant.

Councilmember Curtis expressed concern that removing the east park would result in the road serving as the buffer between the large lots to the east and the R1 units. However, placing the east park along a major roadway causes safety hazards, and the location and layout limit the useability of the space.

Councilmember Wright requested the east park be replaced with half-acre lots, recognizing the above and beyond efforts by the applicant to provide larger lots in the northeast of the project and the road burden and limitations.

Mr. Ostler noted that a fence would be placed between the park and Old Airport Road. He would prefer to retain and utilize the east park as a transition step rather than half-acre lots.

Mr. Jensen reminded the Council that the previous discussion contemplated allowing the 152-foot Old Airport Road right-of-way to be counted as one or two transitioning steps to buffer away from the larger lots east of the project.

Councilmember Curtis acknowledged concerns regarding fairness to the applicant, but also agrees with the request for half-acre lots in place of the east park. One-third acre or smaller lots would not meet transition standards.

Councilmember Burnham said she was agreeable with either leaving the park or replacing the area with half-acre lots.

Councilmember Love concurred and noted that allowing half-acre lots and counting Old Airport Road as two transition steps would meet transition standards.

Discussion ensued regarding removing or retaining the park.

Mr. Ostler requested to keep one of the lots north of the southwest park that had been recommended to be converted into open space in exchange for replacing the east park with half-acre lots. He noted that the half-acre lots would require fewer amenity points than the R2 lots being removed to relocate park space.

Mr. Jensen confirmed that as the project already exceeds the open space requirement, the project should likely still meet the required amenity points if one of the lots north of the southwest park is retained.

MOTION:

Councilmember Love moved to approve an ordinance of Eagle Mountain City, Utah, rezoning certain lands and approving a master development plan for Eagle Quest East with the following conditions:

- 1. The two R2 lots located along the north edge of the property be zoned R3;***
- 2. A 20-foot wide, mid-block pedestrian connection, with an 8-foot pedestrian path, be provided through the R1 block located in the southeast corner of the project;***
- 3. A community mailbox location in compliance with EMMC 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location;***
- 4. The master development agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site;***
- 5. The east park shall be replaced with half-acre lots and be zoned RD2;***
- 6. The ten lots adjacent to the central park shall be replaced with open space and the bulk of the amenities from the east park;***
- 7. Two lots north of the southwest park shall be replaced with open space and additional neighborhood-focused/scaled amenities be added to this park;***
- 8. This approval is conditional upon the approval of a master development agreement; and***

9. A future church site shall reduce the number of R2 or R3 lots and shall not reduce the number of larger lots in the development.

Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.

MOTION: Councilmember Gray moved to table the preliminary plat for Eagle Quest East to allow the applicant to make the requested amendments to the plat. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.

17. ORDINANCE

17.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 5.30 Rental Dwelling Business Licensing.

Discussion ensued regarding concerns about the unintended consequences of implementing the program, being punitive to responsible landlords and renters, the impact on City resources to execute the program, and the enforceability of the proposed rules and processes. The Council decided to utilize Code Enforcement to address and mitigate rental property infractions and to revisit and reconsider the rental dwelling business licensing program in the future to determine if additional regulations would assist with conflict resolutions should additional measures prove necessary.

Councilmember Curtis stated that Councilmember Gray suggested scheduling a discussion to better understand the existing issues and difficulties with enforcement to evaluate measures and Municipal Code standards to provide tools to support Code Enforcement Officers.

Councilmember Wright said although he recognizes the burden to landlords such as himself, noting that none of his rental properties are located within Eagle Mountain City, he thinks the Council made the correct decision in requiring the utilities to be in the landlord's name to open gateways to communication with property owners and to create financial accountability to recuperate lost revenues for the City.

Mr. Jerome acknowledged the limitations in gathering data due to variance in situations of different cities when determining the best method to resolve issues.

Councilmember Love noted that the City now has an administrative law judge to assist with the enforceability of Municipal Cod and prefers focusing on resolving enforcement issues rather than licensing.

Assistant to the City Administrator Evan Berrett explained that the City is in need of additional staffing support, such as a dedicated clerk and coordinator, for the administrative law judge to make the system more effective and less burdensome to Code Enforcement.

MOTION: *Councilmember Burnham moved to table an ordinance of Eagle Mountain City, Utah enacting Eagle Mountain Municipal Code Chapter 5.30 Rental Dwelling Business Licensing for approximately six months to allow staff to determine if the item should be reviewed and revisited. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

18. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gray

Councilmember Gray expressed concern with plastic boxes being installed in the right-of-way for fiber optic cables and requested for traffic-grade boxes to be required to protect against vehicular collisions with the boxes. He requested a review of the General Plan and clarification regarding the plans for a Pony Express Trail park and trail.

Discussion ensued regarding examination and enforcement of policies to ensure the materials of utility boxes are appropriate for their location.

Mr. Jerome stated that he believed a review of the General Plan is already underway and he will confirm the status of the project with the Assistant City Administrator/Community Development Director Steve Mumford.

Discussion ensued regarding road alignment on the Future Land Use and Transportation Map in the General Plan, the cost of reviewing the General Plan, and the Planning Commission's General Plan duties and responsibilities.

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham congratulated Jenny Humes for being named the Eagle Mountain Chamber of Commerce Director of Special Events and Melissa Clark for being named the Chamber Director. She thanked former Chamber Director Holly Harwood for her service.

Councilmember Love

Councilmember Love requested an update regarding the signage for the Senior Citizen's Center.

Staff verified that they are in the process of obtaining a building sign as well as directional signage.

Councilmember Wright

Councilmember Wright announced that the City is still in need of Youth Council Advisors. The Parks and Recreation Advisory Board has a vacancy.

Councilmember Gray

Councilmember Gray suggested appointing the members of the Eagle Mountain Nature and Wildlife Alliance to the proposed City Wildlife Advisory Board.

Councilmember Curtis

Councilmember Curtis stated that the Senior Citizens Advisory Board has a recommendation for an individual to fill the board vacancy and inquired if more of their activities could be included in the Eagle View.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Items

21. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn the meeting at 10:21 p.m. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

The meeting was adjourned at 10:21 p.m.

Approved by the City Council on April 19, 2022.

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	MOTION - Eagle Quest East Preliminary Plat		
ITEM TYPE:	Motion		
FISCAL IMPACT:			
APPLICANT:	Kurt Ostler		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

Staff recommends the Eagle Quest East Preliminary Plat be approved as it complies with the conditions of approval of the Master Development Plan and Rezone and for the reasons set forth in the Staff Report..

BACKGROUND:

The Eagle Quest East Master Development Plan and Rezone were approved by the City Council on April 5th 2022, at this meeting the Preliminary Plat was tabled to allow the project to update the plans to conform with the conditions of approval which are detailed below:

- The two R2 lots located along the north edge of the property be zoned R3
- A 20' wide mid-block pedestrian connection, with 8' pedestrian path shall be provided through the R1 block located in the southeast corner of the project.
- A community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
- The Master Development Agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site.
- The East park shall be replaced with ½ acre RD2 lots
- The 10 lots adjacent to the Central Park shall be replaced with

- open space and the bulk of the amenities from the East Park
- 2 lots north of the Southwest Park shall be replaced with open space and additional neighborhood focused/scaled amenities shall be added to this park
- Approval is conditional on the approval of a MDA
- Church site (if any) shall be located in the R2 or R3 zones.

ITEMS FOR CONSIDERATION:

The Eagle Quest East project was reviewed in detail during the April 5th City Council meeting, at that time the Master Development Plan and Rezone were approved with a number of conditions, with the Preliminary Plat being tabled until it could be updated showing compliance with those conditions. Below is a discussion of the conditions of approval and the applicant's response to those conditions:

- The two R2 lots located along the north edge of the property be zoned R3
 - These lots have been changed to the R3 zone in compliance with this provision
- A 20' wide mid-block pedestrian connection, with 8' pedestrian path shall be provided through the R1 block located in the southeast corner of the project.
 - 20' wide mid-block pedestrian connection with 8' pedestrian path has been added
- A community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
- The Master Development Agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site.
 - This will be addressed in a future Master Development Agreement
- The East park shall be replaced with ½ acre RD2 lots
 - The East Park has been replaced with 1/2 acre minimum lots in the RD2 Zone
- The 10 lots adjacent to the Central Park shall be replaced with

open space and the bulk of the amenities from the East Park

- The 10 lots adjacent to the Central Park have been replaced with Open Space
- 2 lots north of the Southwest Park shall be replaced with open space and additional neighborhood focused/scaled amenities shall be added to this park
 - The 2 lots north of the Southwest Park have been replaced with Open Space
- Approval is conditional on the approval of a MDA
- Church site (if any) shall be located in the R2 or R3 zones.
 - Applicant has added a note to the plat that Church Sites will only be permitted in the R2 or R3 Zones.

REQUIRED FINDINGS:

Preliminary Plat approvals are based on compliance with City Code. The approval criteria for a Preliminary Plat are found in EMMC 16.20.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[MDP/Preliminary Plat](#)

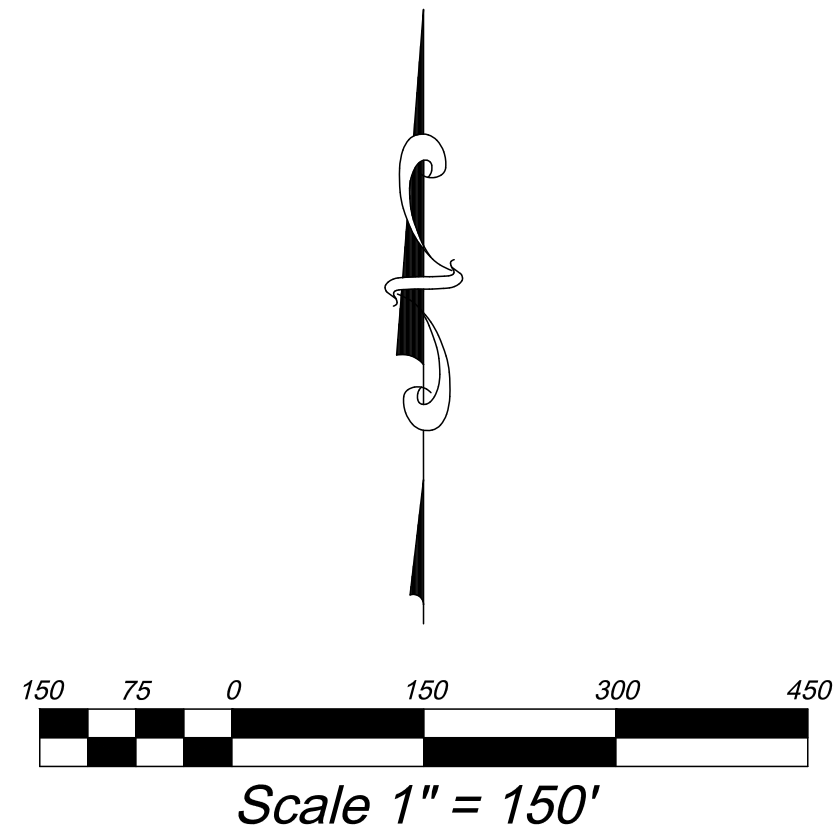
[Parks Plans](#)

[Park Worksheet](#)

[Overall Parks Plan - Color](#)

[Parks - Color](#)

C1



WATER MODELING NOTE:
WITH THE PRELIMINARY PLAN APPLICATION, A WATER MODEL WILL BE PREPARED TO SHOW SUFFICIENT FLOWS AND PRESSURES. THE WATER LINE IS TO BE LOOPED WITH A MINIMUM OF TWO POINTS OF CONNECTION.

UTILITY NOTE:
FIRE HYDRANTS, VALVES, ETC. WILL BE INCLUDED WITH PRELIMINARY PLAN.

STREET LIGHT NOTE:
STREET LIGHTS ARE REQUIRED EVERY 250'-350' ALTERNATING SIDES AND AT EVERY INTERSECTION AND CURVE. STREET LIGHTS WILL BE INCLUDED WITH THE PRELIMINARY PLAN.

REVISIONS			
Rev.	Date	Description	
1	11/30/21	REVISED PER DRC REVIEW COMMENTS	
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS	
3	03/25/22	REVISED PER DRC REVIEW COMMENTS	
4	04/07/22	REVISED PER CITY COUNCIL COMMENTS	

Developer/Property Owner: KURT OSTLER

Phone: 801-971-2596

ENGINEERING

David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelscivil.com

EAGLE QUEST

EAGLE MOUNTAIN

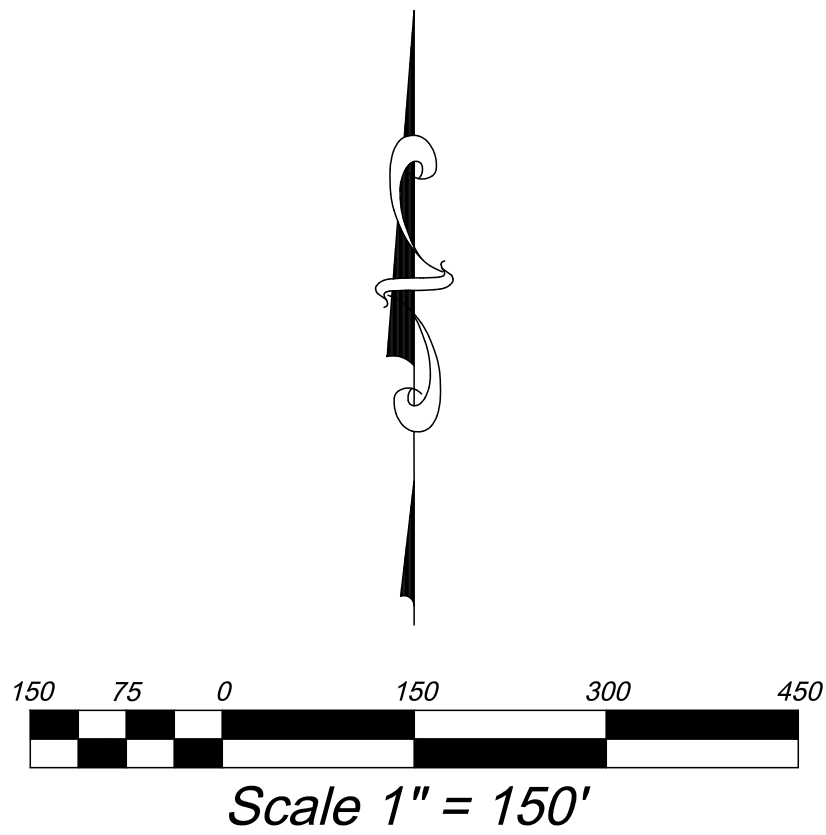
UTAH

Scale: 1"=150'

Date: 11/03/21

C2

CONCEPT UTILITY PLAN



- EROSION CONTROL NOTES:
1. EACH PHASE OF CONSTRUCTION WILL ADHERE TO THE FOLLOWING EROSION CONTROL PRACTICES
 2. CONSTRUCT A SILT FENCE AROUND PERIMETER OF DOWNSTREAM PORTIONS OF EACH PHASE.
 3. INSTALL A CONSTRUCTION ENTRANCE FOR EACH PHASE.
 4. CONSTRUCT STORM DRAIN FACILITIES AND INSTALL INLET PROTECTION AFTER INSTALLATION.
 5. IMPLEMENT DUST CONTROL MEASURES FOR EACH PHASE.
 6. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.

REVISIONS		
Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
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Developer/Property Owner: KURT OSTLER Phone: 801-971-2596		EAGLE QUEST	
EAGLE MOUNTAIN		UTAH	
Drawn by: D.W.P.	CONCEPT GRADING, DRAINAGE & EROSION PLAN	Scale: 1"=150'	
Designed by: D.W.P.		Date: 11/03/21	
Checked by: D.W.P.		C3	



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LANDSCAPE PLAN SPECIFICATIONS

PART I - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Site Conditions
2. Guarantees
3. Maintenance
4. Soil Amendments
5. Fine Grading
6. Landscape Edging
7. Furnish and Installing Plant
8. Turf Planting
9. Weed Barrier

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents as at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake / Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unavailable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-grading and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

- a. PH: 5.5-7.5
- b. EC (electrical conductivity): < 2.0 mmhos per centimeter
- c. SAR (sodium absorption ratio): < 3.0
- d. % OM (percent organic matter): >1%
- e. Texture (particle size per USDA soil classification): Sand <70%; Clay <30%; Silt <70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial soil farm shall be used. Only use sod from a single source.

H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

- a. Washed mortar and sand of organic material.
- b. Portland Cement (see concrete spec. below for type)
- c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
- d. Only potable water for mixing.

Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surface. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a coarser mix as the ball is cracked or broken before or during planting operation.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

4. TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or planned to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.

G. Apply water directly after laying sod. Rainfall is not acceptable.

H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc. until such time as the lawn is accepted by the Owner.

J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

3.5 WEED BARRIER

A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.

B. Cut weed barrier back to the edge of the plant rootball.

C. Overlap rows of fabric min. 6"

D. Stable fabric edges and overlaps to ground.

END OF SECTION

LANDSCAPE NOTES

INSTALLATION

1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.

2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.

3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.

4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.

5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SLOPE LOAM TOPSOIL MIXED PRIOR TO SPREADING WITH 2.5" OF QUALITY COMPOST CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.

6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.

7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4'-6" TREE RING OF THE SAME EDGING.

8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DeWitt 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.

9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.

10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% PERCENTAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.

11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

INSTALLER RESPONSIBILITIES AND LIABILITIES

1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.

2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS

1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"

2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES

3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS

4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.

5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE.

6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER

ISSUE DATE

4/12/2022

PROJECT NUMBER

UT21139

PLAN INFORMATION

NO. REVISION DATE

1 XXXX XX-XX-XX

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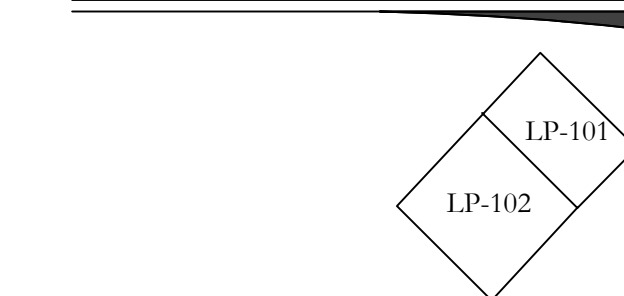
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org



GRAPHIC SCALE: 1" = 200'

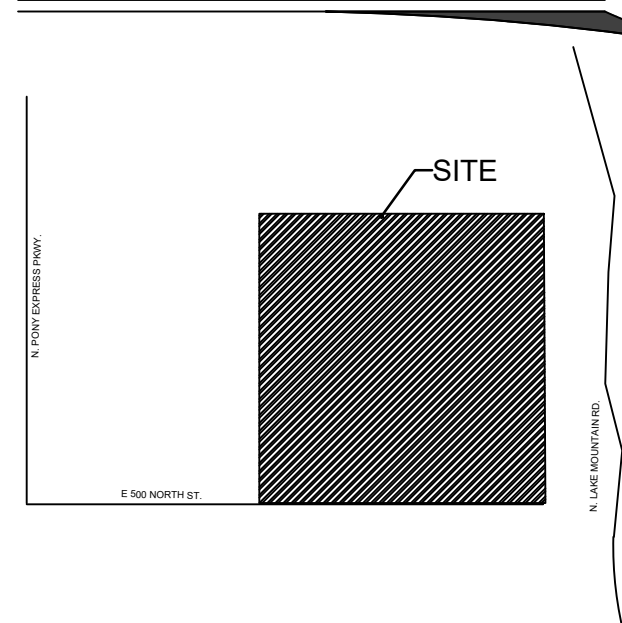
EAGLE QUEST EAGLE MOUNTAIN, UTAH

SHEET INDEX



LP-103
LP-104

VICINITY MAP



DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER

801-971-2596

KURTOSTLER@YAHOO.COM

PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
Ag'a	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
Cc'i	Cc'i	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2" Cal
GB'P	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2" Cal
Ma'm	Ma'm	4	Maackia amurensis 'JFS-Schiettel' TM MacNificent Maackia	B & B	2" Cal
MT'S	MT'S	14	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2" Cal
Qr'a	Qr'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2" Cal
Sr'b	Sr'b	32	Syringa reticulata 'Bailonee' Snowdance Tree Lilac	B & B	2" Cal
Ux'f	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2" Cal
Zs'g	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2" Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JCS	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
PA	PA	12	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Cs'm	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
Ea'c	Ea'c	15	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal	
P'gf	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
Px'c	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
Rt'a	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Cd'c	Cd'c	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
Js'd	Js'd	86	Juniperus sabina 'Monard' TM Moor-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Ca'k	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
MML	MML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	1. LANDSCAPE DESCRIPTION	QTY
	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 100% "BLUESTAR" KENTUCKY BLUEGRASS, 10% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM" PERENNIAL RYEGRASS, 13% "ACCENT" PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	1.5" OQUIRRI GRAVEL OR APPROVED EQUAL PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf

SYMBOL	1. LANDSCAPE DESCRIPTION	QTY
	PLAYGROUND SURFACE. SOF-FALL ENGINEERED WOOD.	83.47 cy

LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/12/2022

LANDSCAPE PLAN COVER
PRELIMINARY PLANS NOT FOR CONSTRUCTION
LP-100



DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Cc't	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
	Ma'm	4	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia	B & B	2"Cal
	MTIS	14	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
	Qe'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
	Se'b	32	Syringa reticulata 'Bailonee' Snowdancer Tree Lilac	B & B	2"Cal
	Ue'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
	PA	12	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
	Ea'c	15	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal	
	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cd'c	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
	Js'd	86	Juniperus sabina 'Monard' TM Moist-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
	MML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1. LANDSCAPE DESCRIPTION SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	1.5" OQUIRRI GRATEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf
SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1. LANDSCAPE DESCRIPTION PLAYGROUND SURFACE. SOFT-FALL ENGINEERED WOOD.	83.47 cy



4/12/2022

UT21139

NO. REVISION

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DATE

XX-XX-XX

811

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

GRAPHIC SCALE: 1" = 150'

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER

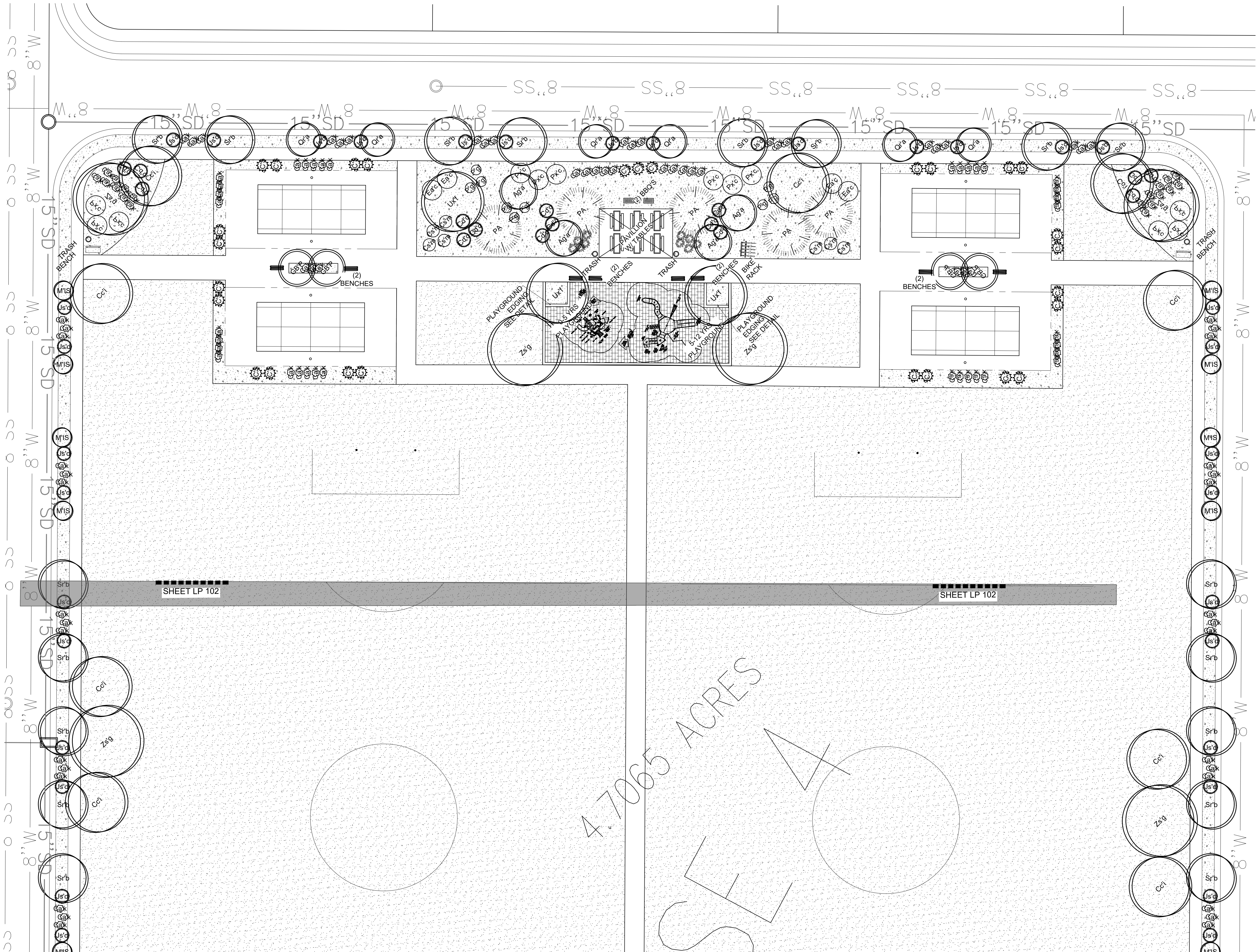
LICENSE STAMP

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/12/2022

PKJ
DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

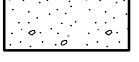
LANDSCAPE PLAN OVERALL
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-O



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Cc't	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
	Ma'm	4	Maackia amurensis 'JFS-Schietell' TM MacNiffcent Maackia	B & B	2"Cal
	MT'S	14	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
	Qe'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
	Sr'b	32	Syringa reticulata 'Bailnee' Snowdancer Tree Lilac	B & B	2"Cal
	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
	PA	12	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
	Ea'c	15	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal	
	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cd'c	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
	Js'd	86	Juniperus sabinna 'Monard' TM Moist-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
	MM'L	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1 LANDSCAPE DESCRIPTION SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4) DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	1 LANDSCAPE DESCRIPTION 1.5" OQUIRRI GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf
	1 LANDSCAPE DESCRIPTION PLAYGROUND SURFACE. SOF-FALL ENGINEERED WOOD.	83.47 cy

4/12/2022

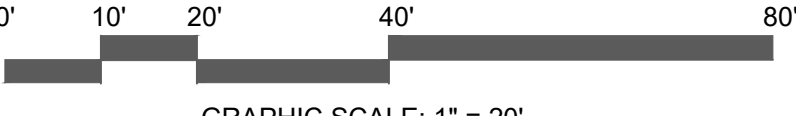
UT21139

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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811

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LANDSCAPE PLAN
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-101

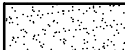
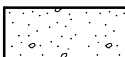
811

UT21139

4/12/2022

UT21139



SITE MATERIALS LEGEND			
	<u>SYMBOL</u>	<u>1 LANDSCAPE DESCRIPTION</u>	<u>QTY</u>
	<u>1-01</u>	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS SHALL BE SODDED WITH 18% "BLUESTAR" KENTUCKY BLUEGRASS, 19% "MARQUET" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	<u>1-03</u>	1.5" OQURRH GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf
	<u>1-10</u>	PLAYGROUND SURFACE. SOFT FALL ENGINEERED WOOD.	83.47 cy



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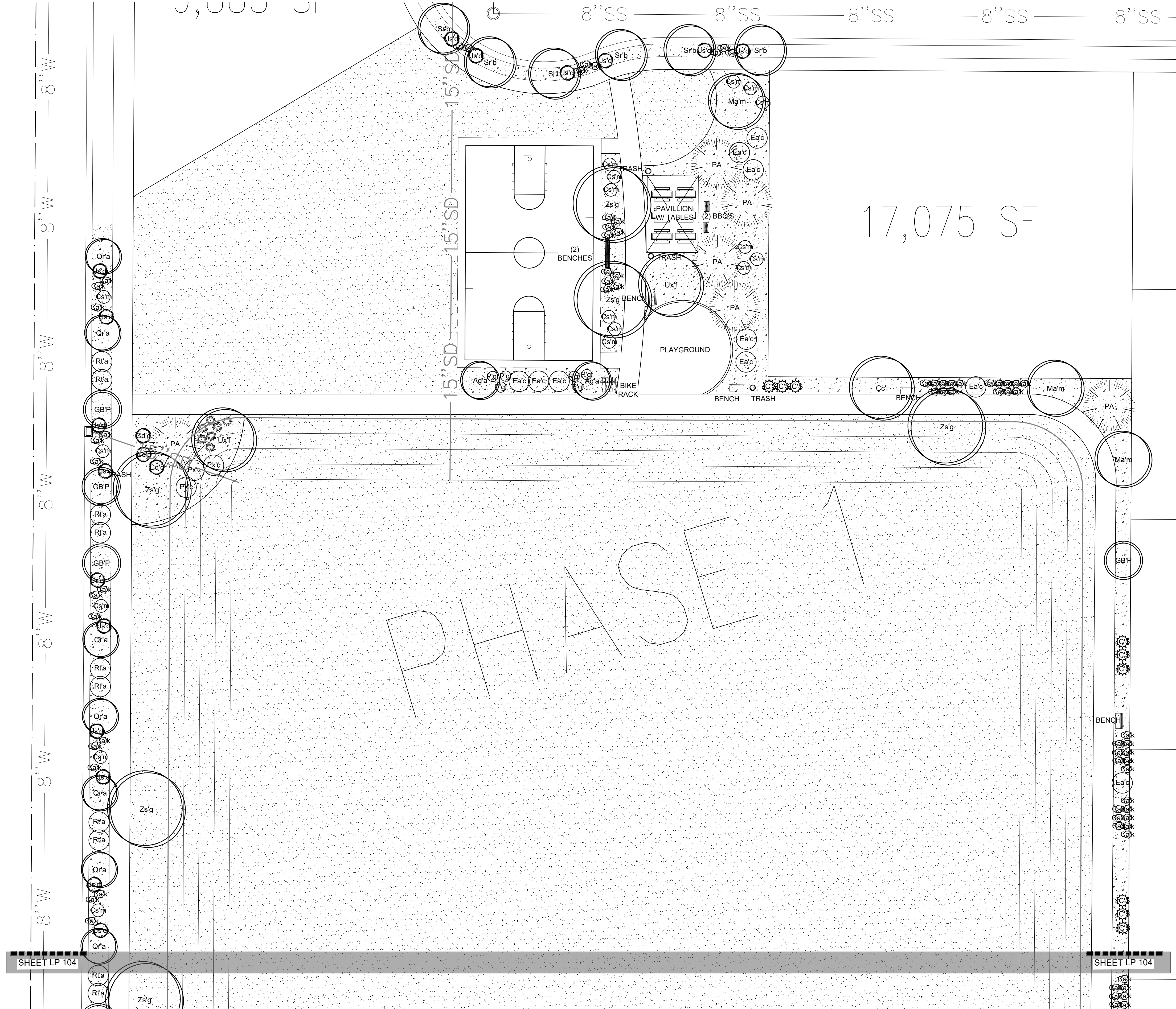


P.L. NO.	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	4/12/2022

LANDSCAPE PLAN

PRELIMINARY PLANS NOT
FOR CONSTRUCTION

LP-102



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Cc't	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
	Ma'm	4	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia	B & B	2"Cal
	MT'S	14	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
	Qe'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
	Sr'b	32	Syringa reticulata 'Bailnee' Snowdancer Tree Lilac	B & B	2"Cal
	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
	PA	12	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
	Ea'c	15	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal	
	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cd'c	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
	Js'd	86	Juniperus sabina 'Monard' TM Moist-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
	MML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1. SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUE STAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	1.5" OQUIRRI GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf
	1. LANDSCAPE DESCRIPTION PLAYGROUND SURFACE. SOFT-FALL ENGINEERED WOOD.	83.47 cy

ISSUE DATE

4/12/2022

PROJECT NUMBER

UT21139

PLAN INFORMATION

811

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

EAGLE QUEST

EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER

801-971-2596

KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER

DAVID W. PETERSON, P.E.

12 West 100 North, SUITE # 201

AMERICAN FORK, UTAH 84003 (801) 756-4504

LICENSE STAMP

DESIGNED LANDSCAPE ARCHITECT
KURT OSTLER
8/28/21 - 5/30/24
04/12/2022
STATE OF UTAH

DRAWING INFO

PM: JTA

DRAWN: ACP

CHECKED: JMA

PLOT DATE: 4/12/2022

NO. REVISION DATE

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GRAPHIC SCALE: 1" = 20'

0'

10'

20'

40'

80'

EXCE ENGINEERING

DESIGN GROUP

LANDSCAPE ARCHITECTURE • PLANNING & VISUALIZATION

3450 N. TRIUMPH BLVD. SUITE 102

LEHI, UTAH 84043 (801) 960-2698

www.pkjdesigngroup.com

PRELIMINARY PLANS NOT FOR CONSTRUCTION

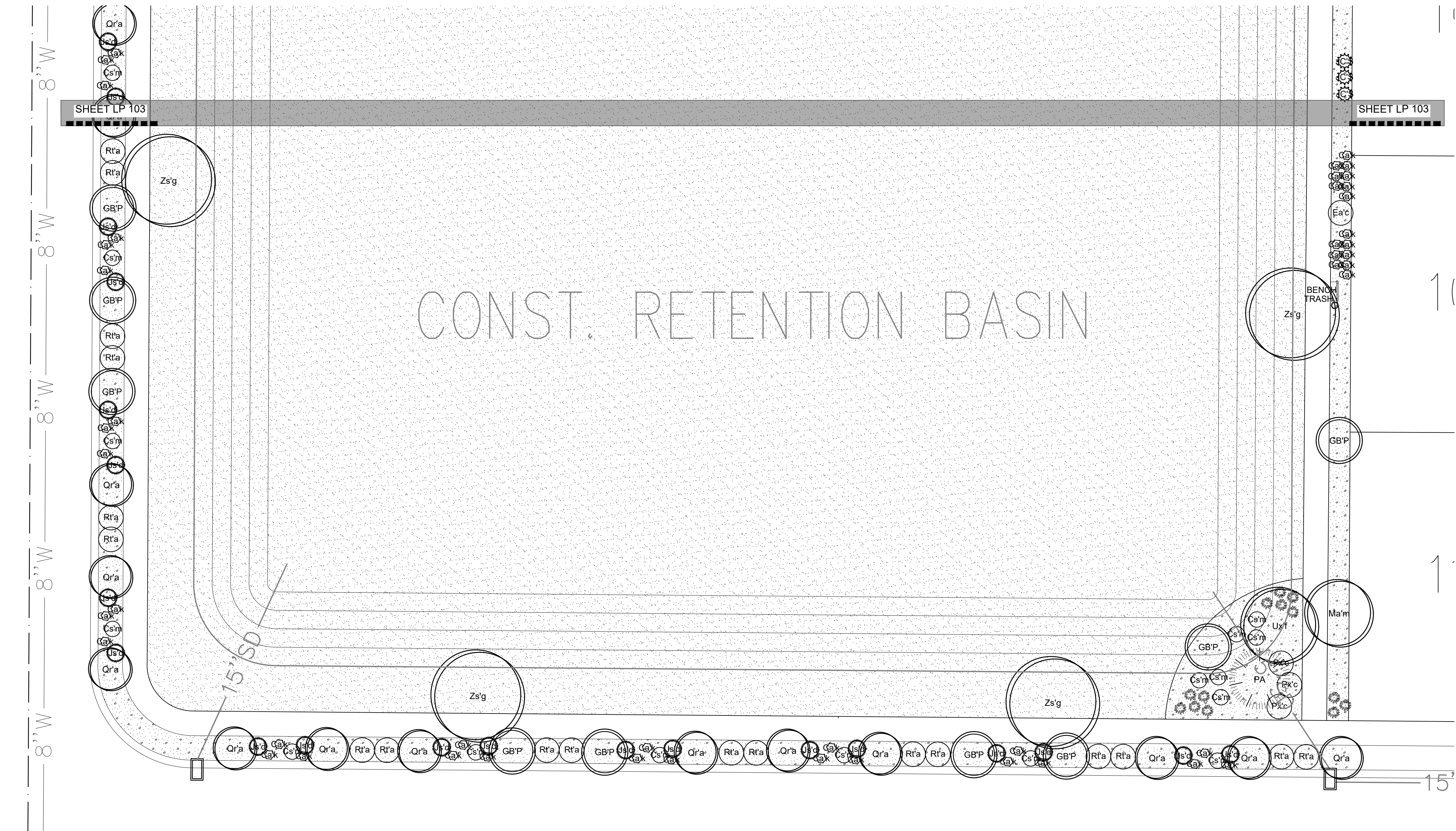
LP-103

PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Cc't	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
	Ma'm	4	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia	B & B	2"Cal
	MT'S	14	Morus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
	Qr'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
	Sr'b	32	Syringa reticulata 'Bailnee' Snowdancer Tree Lilac	B & B	2"Cal
	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
	PA	12	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
	Ea'c	15	Elaeagnus alatus 'Compactus' Compact Burning Bush	5 gal	
	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cd'c	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
	Js'd	86	Juniperus sabina 'Monard' TM Moist-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
	MML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	LANDSCAPE DESCRIPTION SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
	LANDSCAPE DESCRIPTION 1.5" OQUIRRI GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf
	LANDSCAPE DESCRIPTION PLAYGROUND SURFACE. SOF-FALL ENGINEERED WOOD.	83.47 cy



ISSUE DATE

4/12/2022

PROJECT NUMBER

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PLAN INFORMATION

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EAGLE MOUNTAIN, UTAH

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LANDSCAPE ARCHITECT / PLANNER

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LICENSE STAMP

DESIGNED LANDSCAPE
ARCHITECT
JAMES ANSWORTH
8/28/21-5/31/22
04/12/2022
STATE OF UTAH
ELECTRONIC

DRAWING INFO

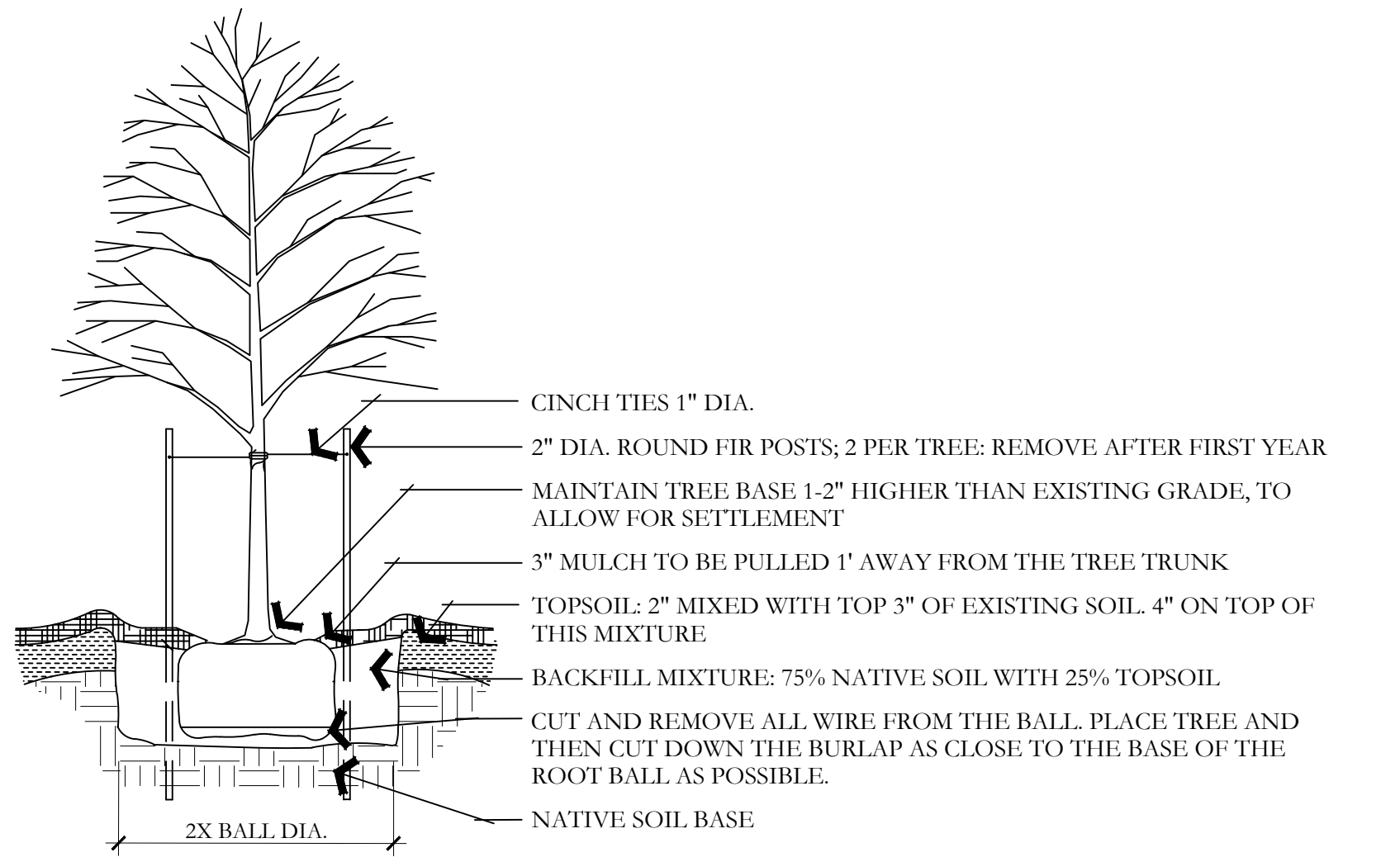
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PLOT DATE: 4/12/2022

LANDSCAPE PLAN

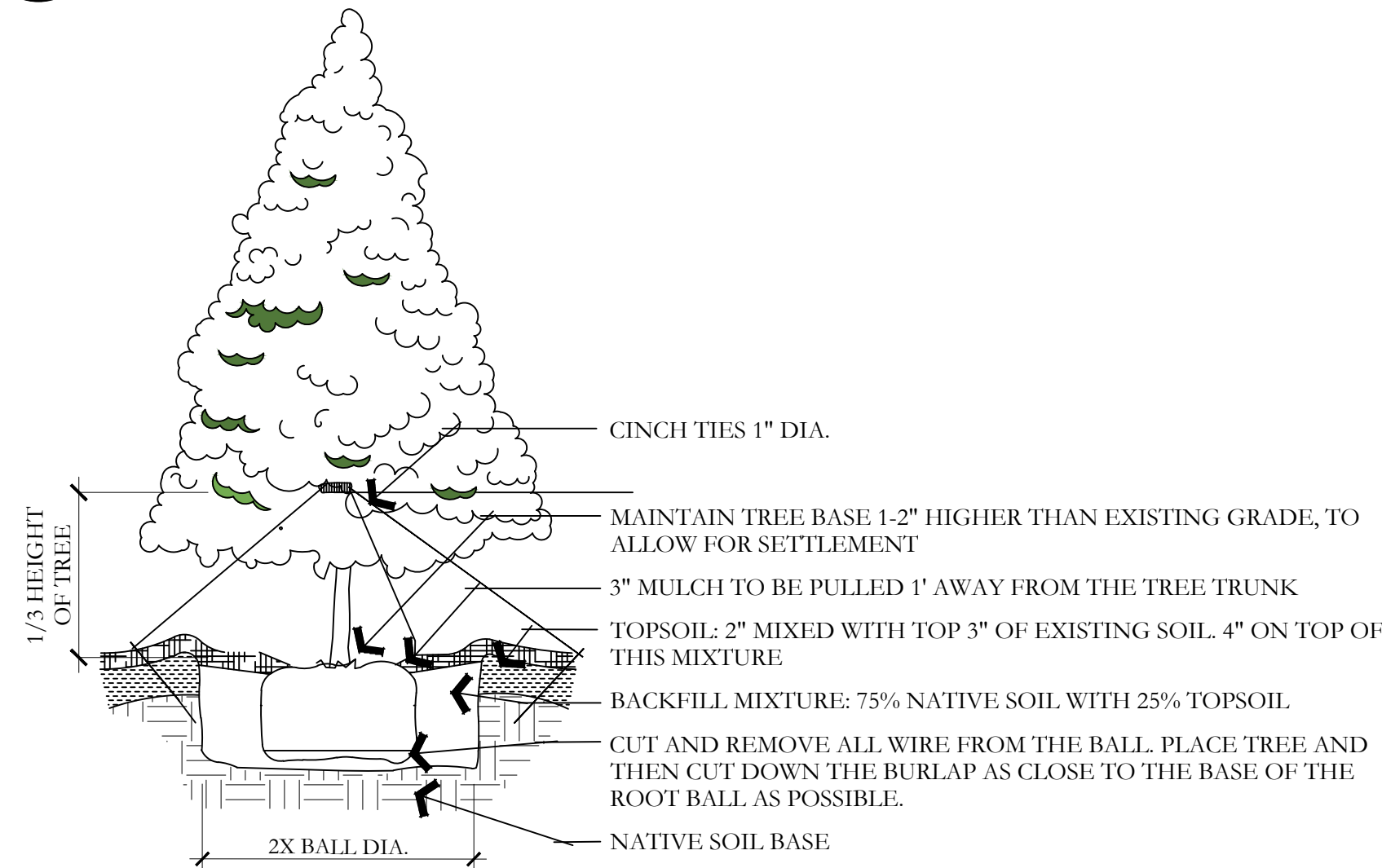
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-104

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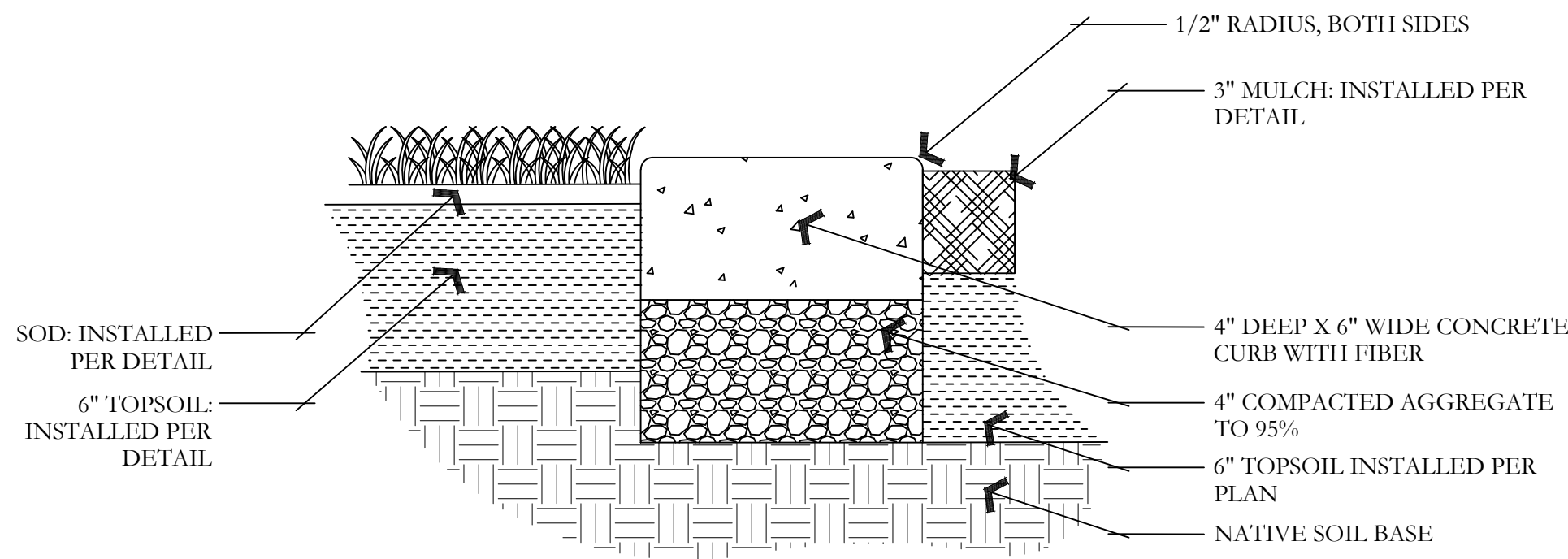
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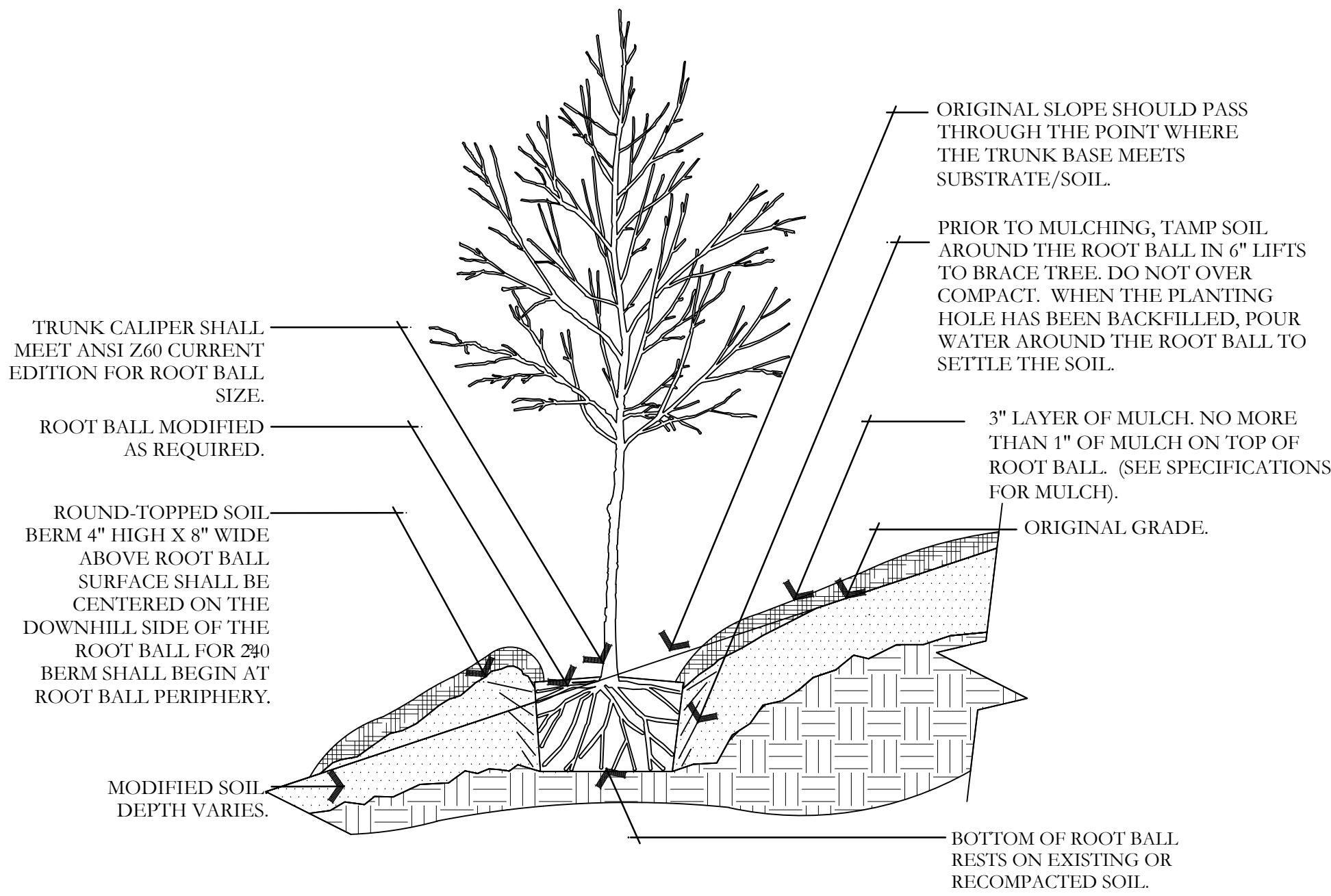
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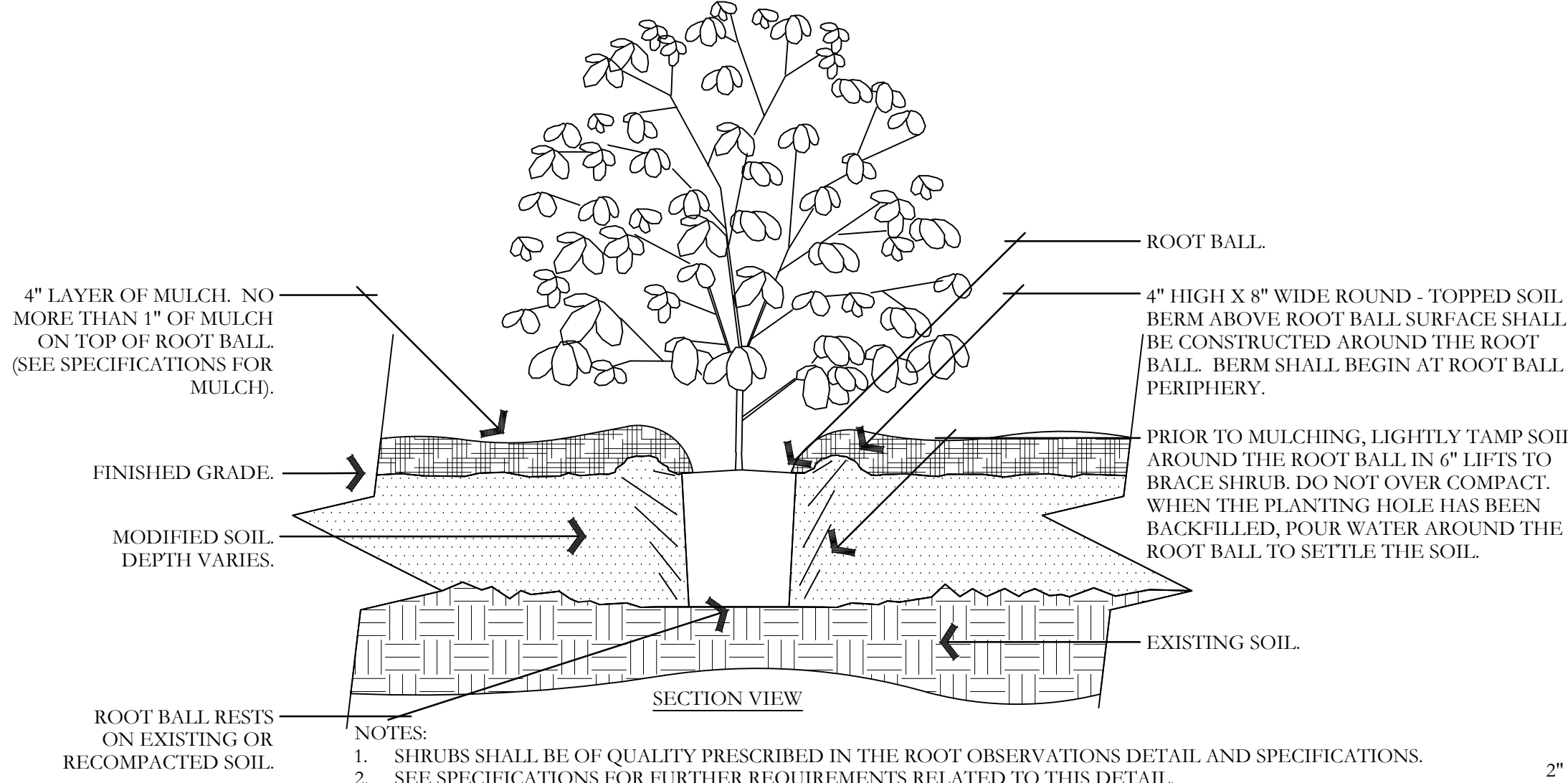
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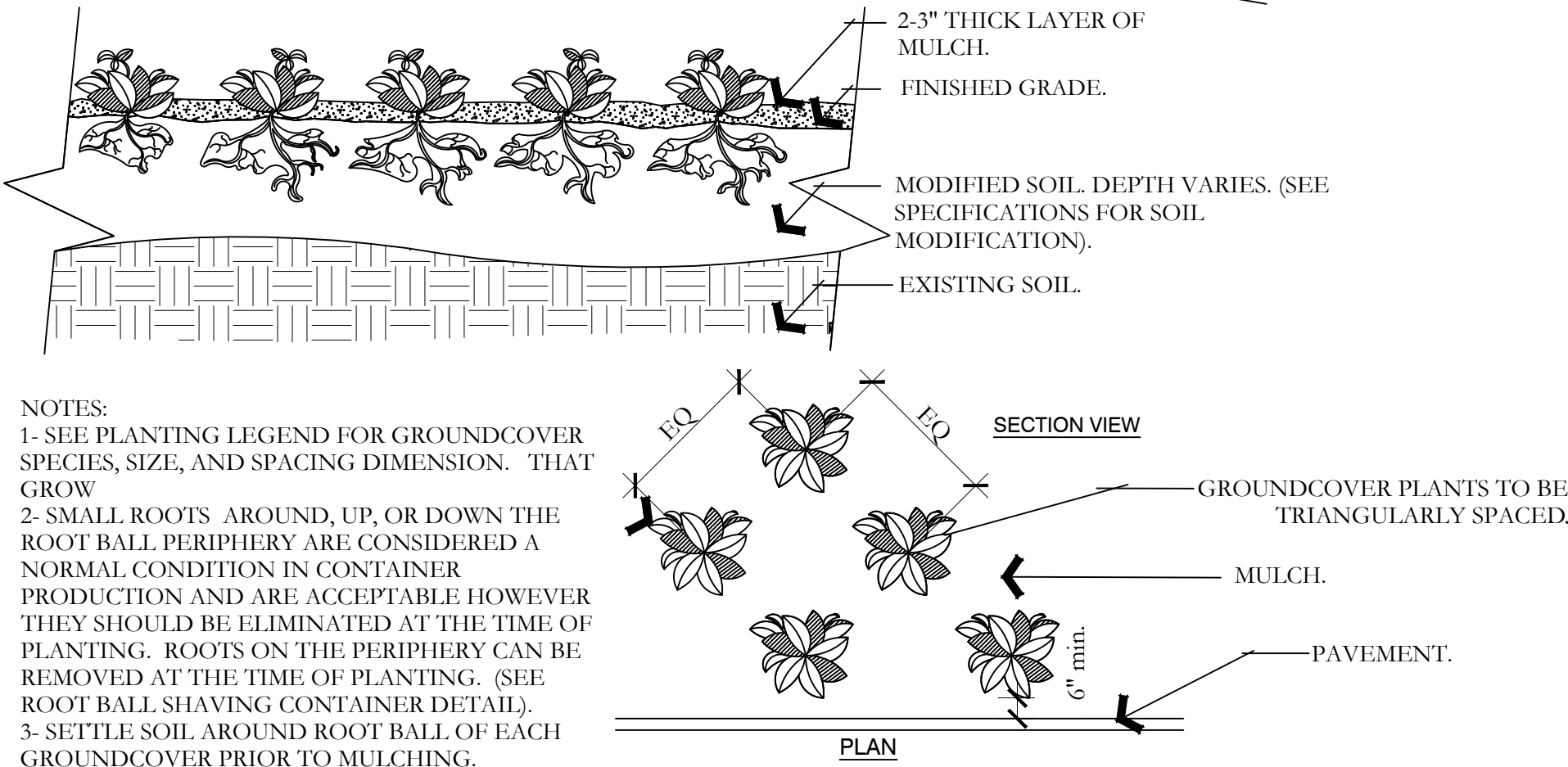
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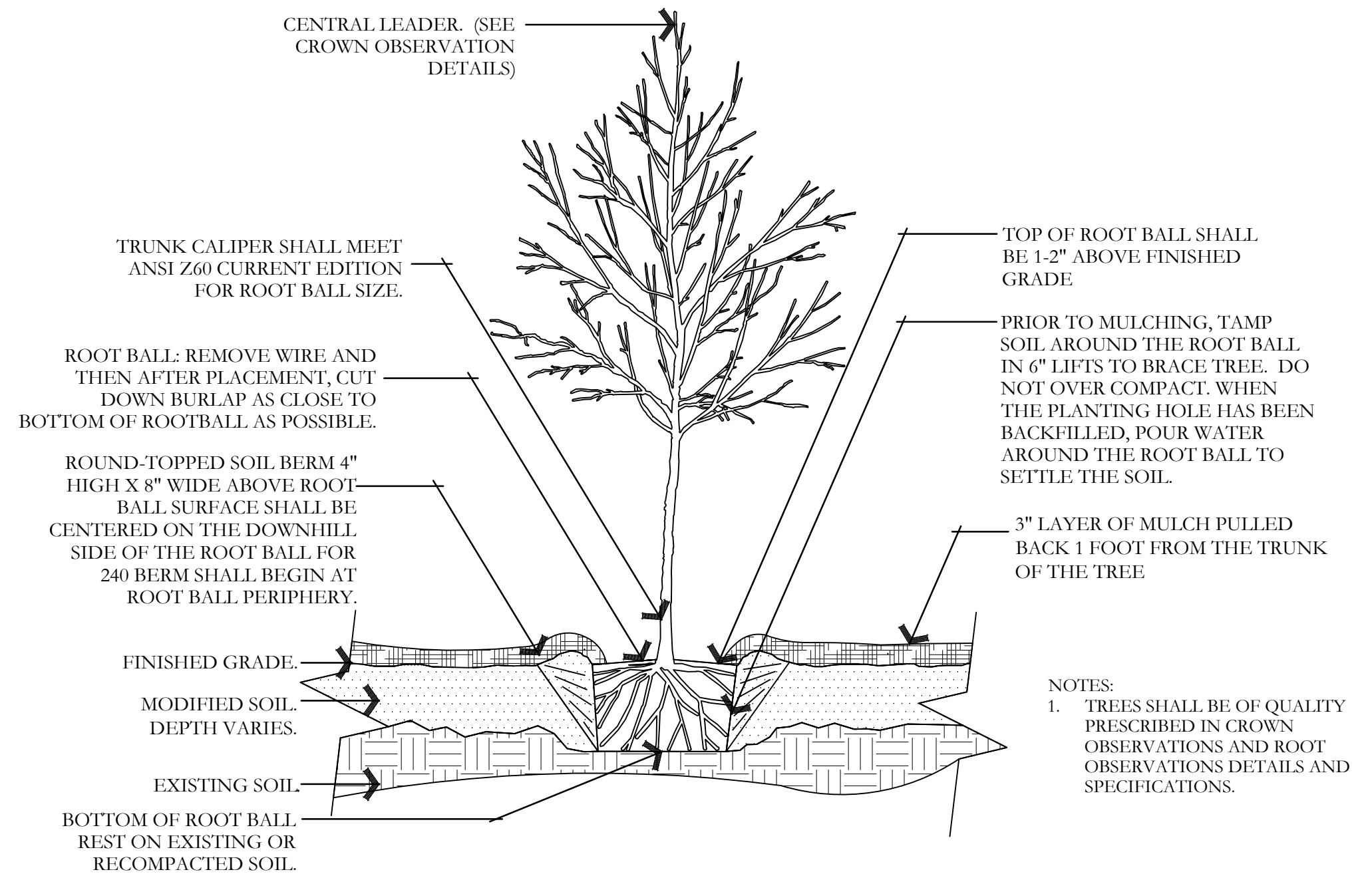
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NOT TO SCALE



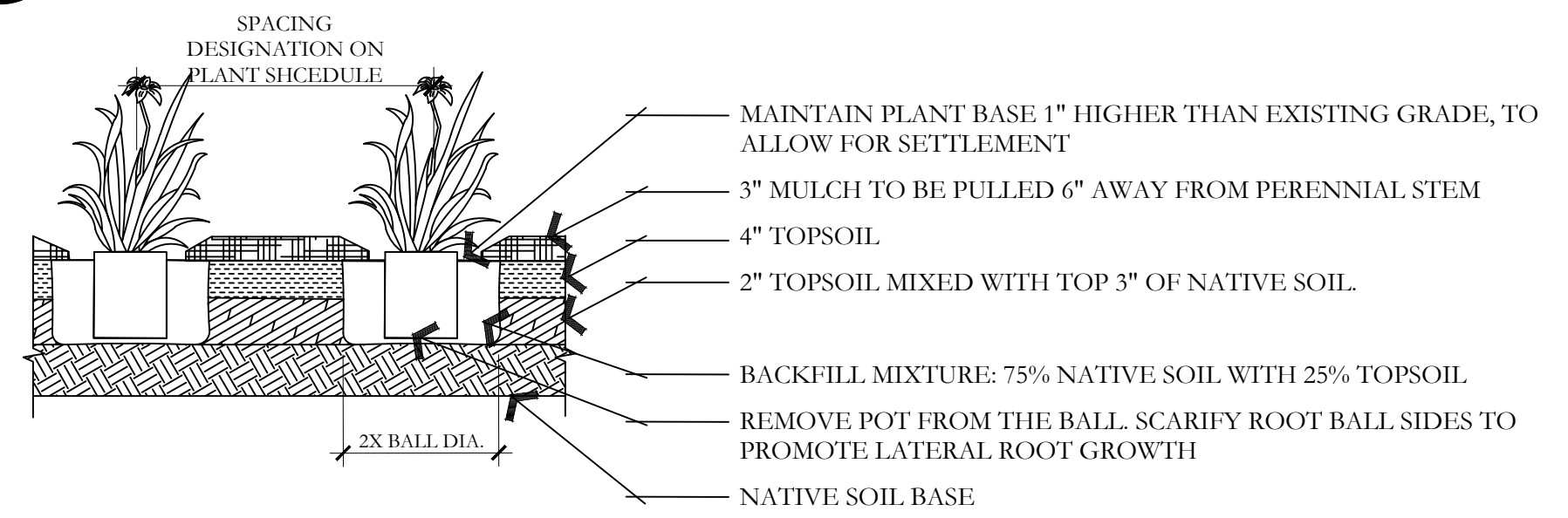
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NOT TO SCALE



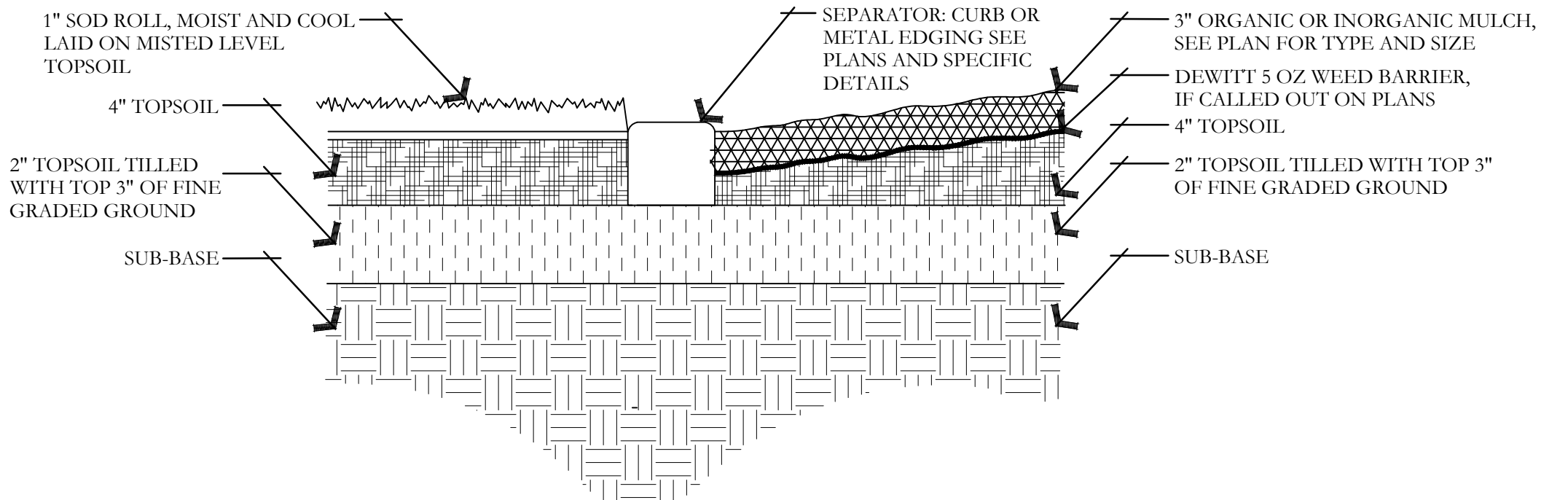
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NOT TO SCALE



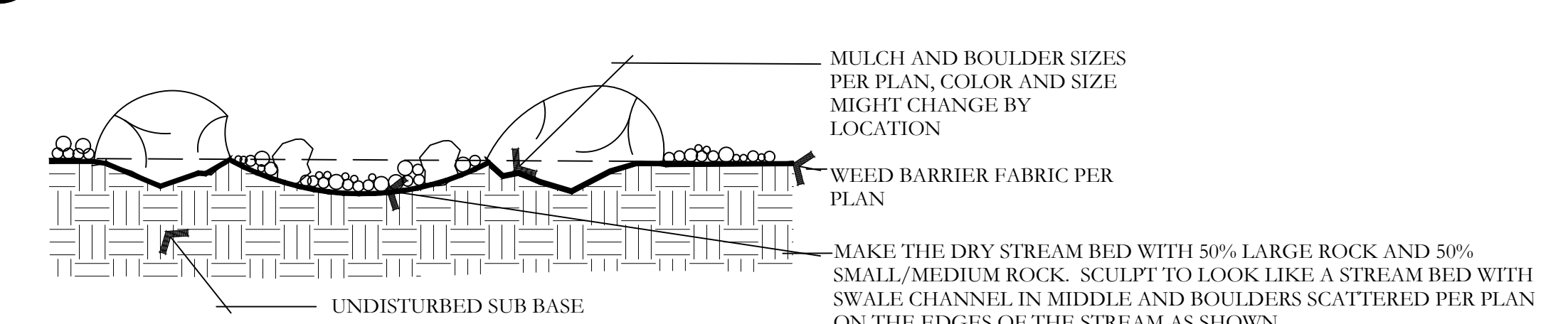
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NOT TO SCALE



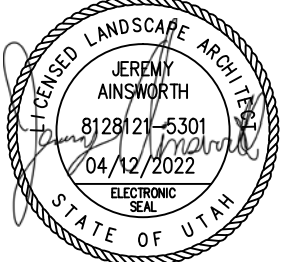
F PERENNIAL PLANTING
NOT TO SCALE



I SOD LAYING/MULCH DETAIL
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
4/12/2022		UT21139			KURT OSTLER 801-971-2596 KURTOSTLER@YAHOO.COM	DAVID W. PETERSON, P.E. 12 West 100 North, SUITE # 201 AMERICAN FORK, UTAH 84003 (801) 756-4504		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/12/2022
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EAGLE MOUNTAIN, UTAH



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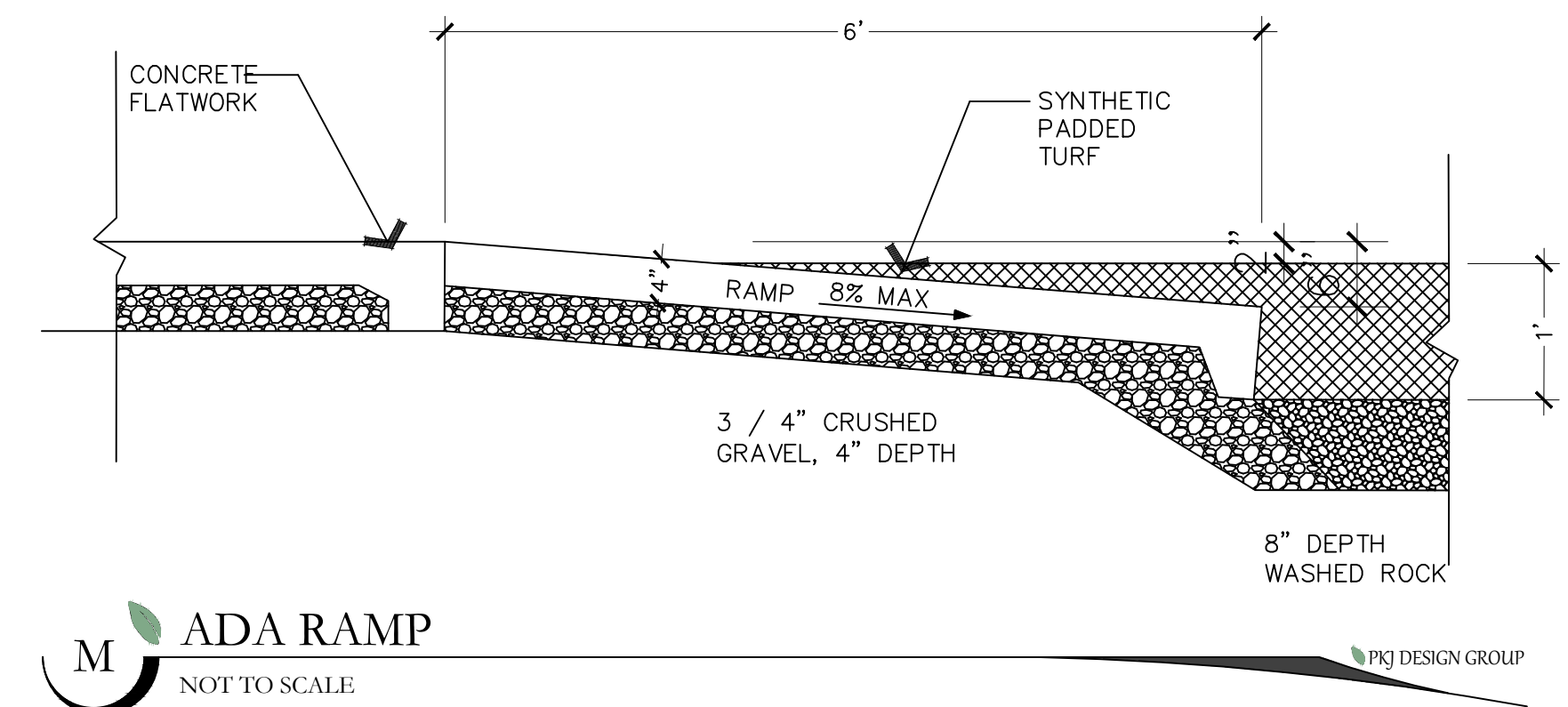
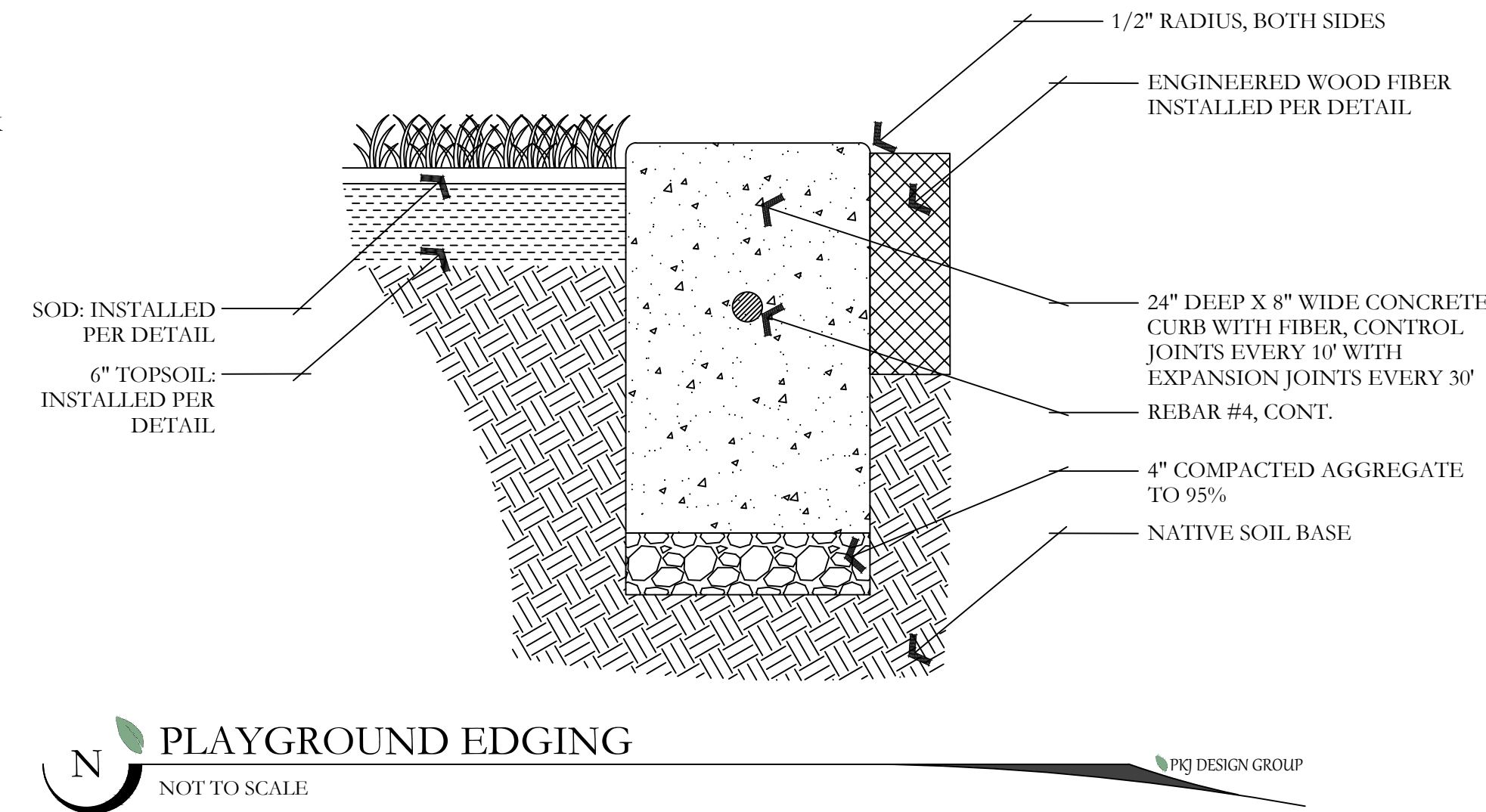
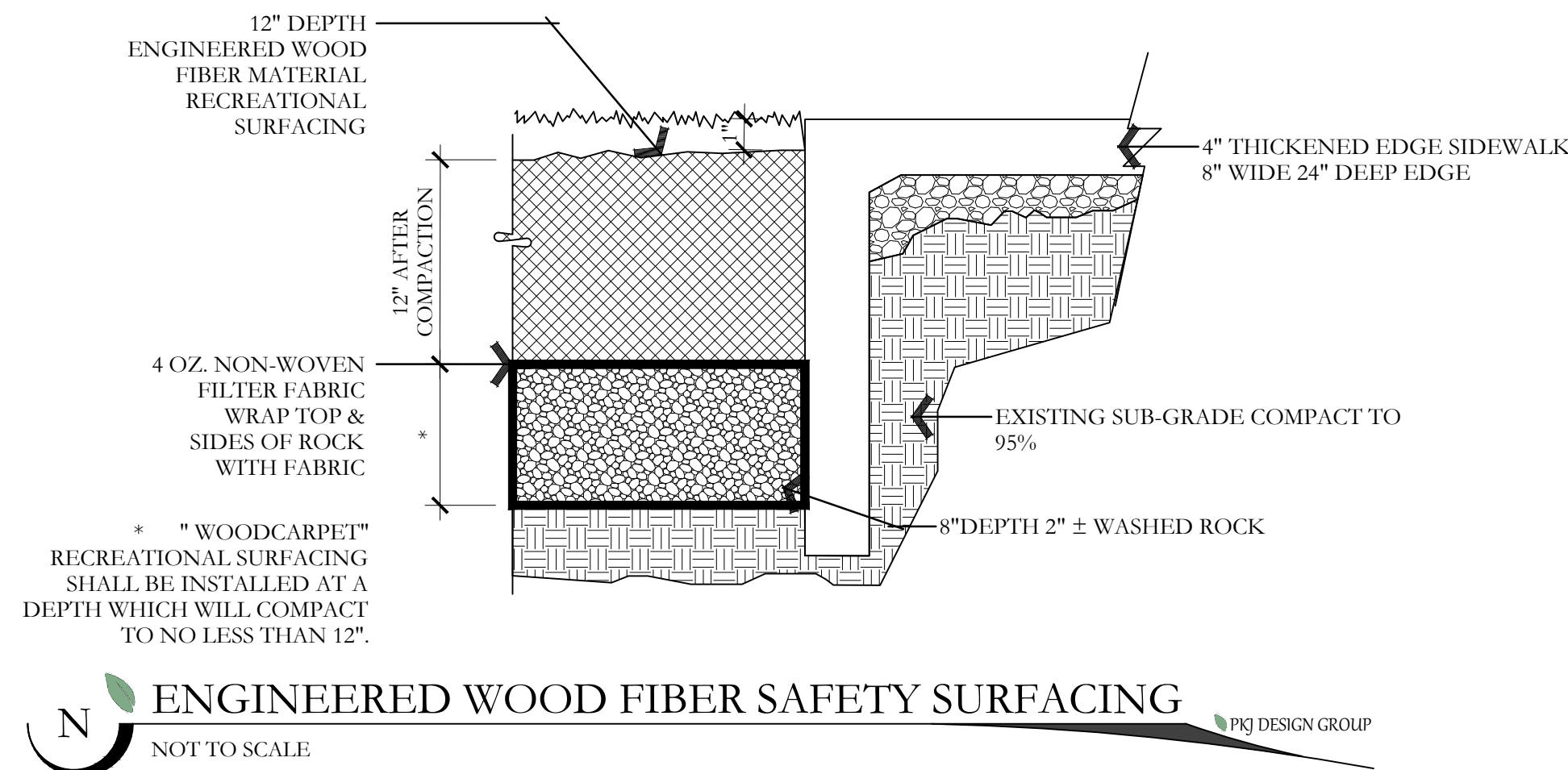
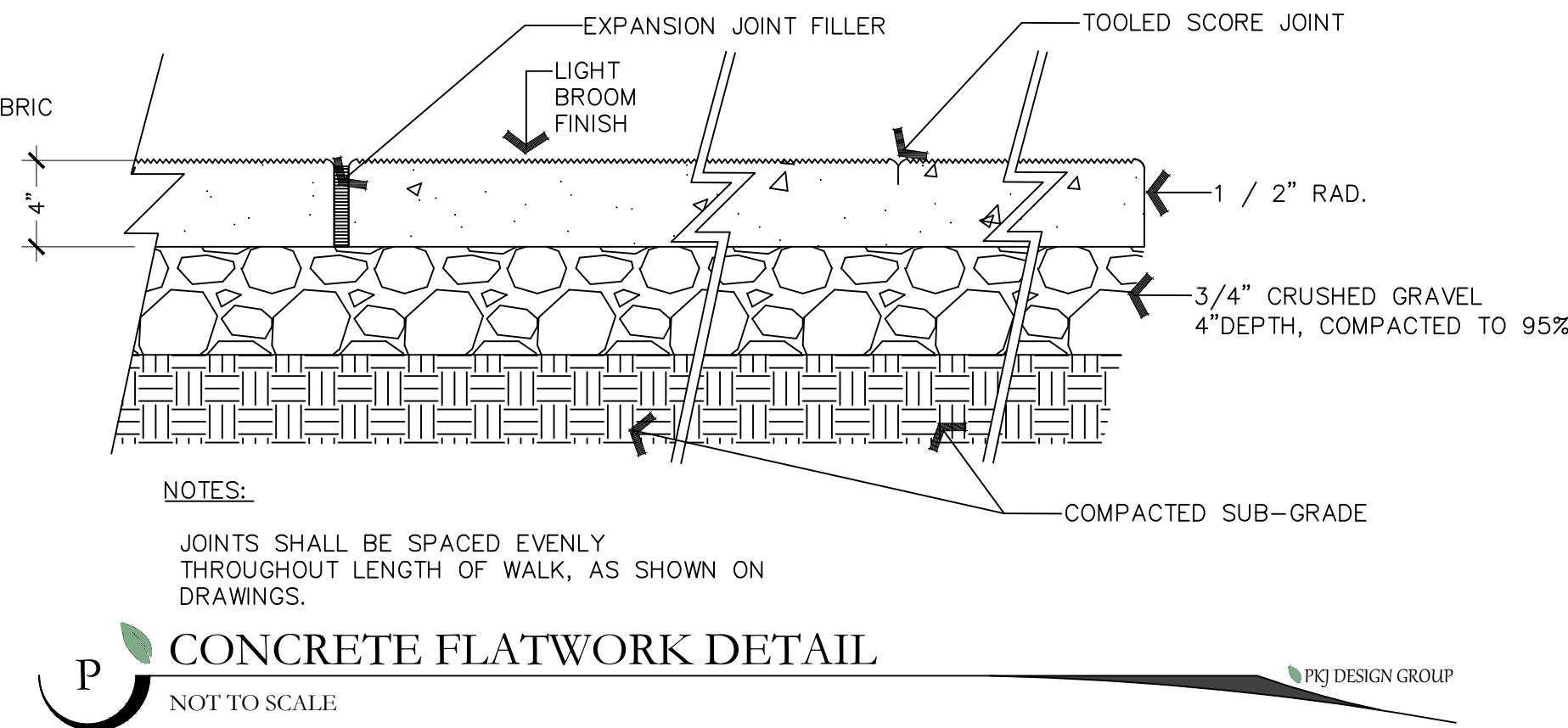
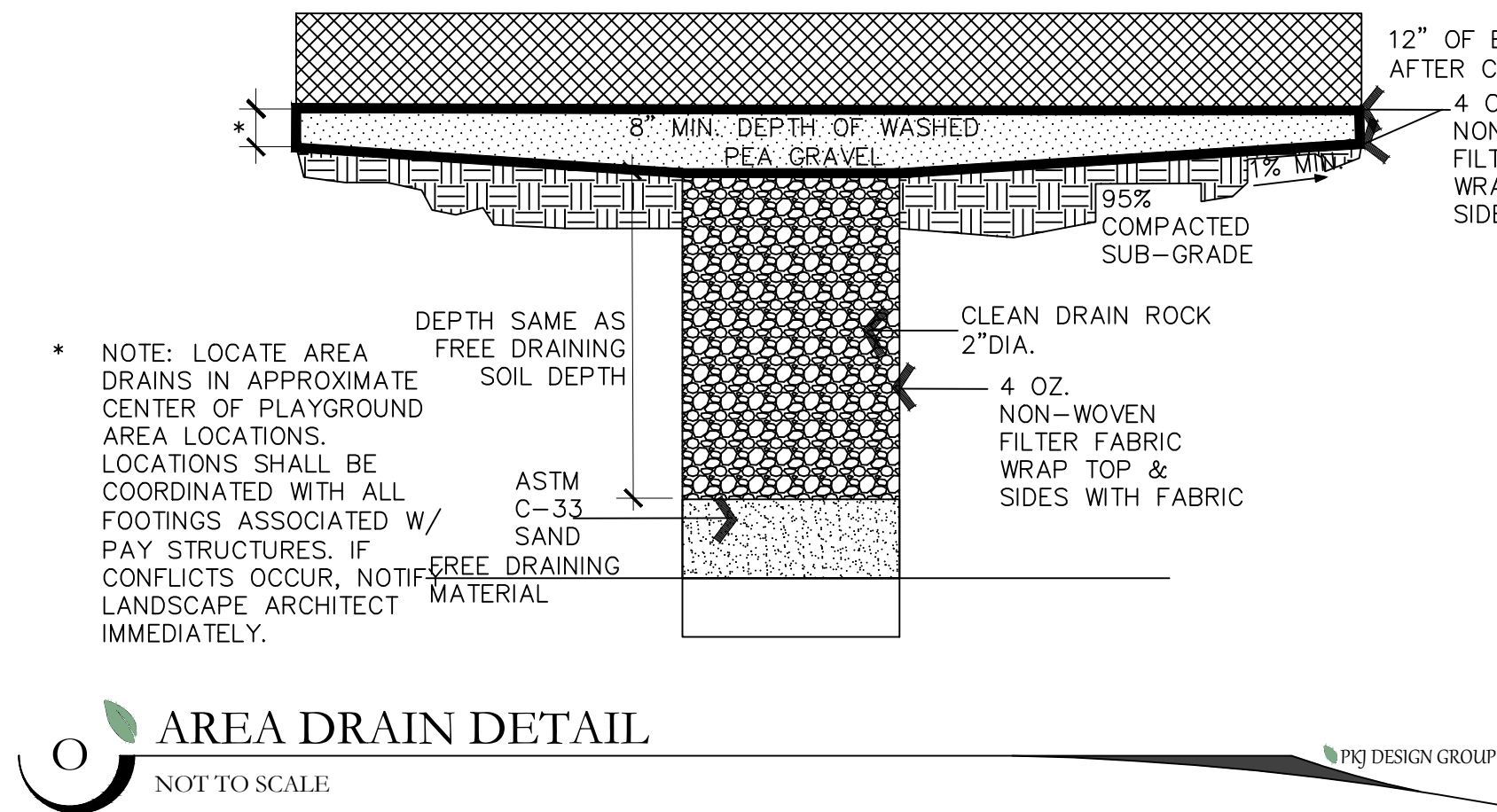


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LP-501



ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
4/12/2022		UT21139			KURT OSTLER 801-971-2596 KURTOSTLER@YAHOO.COM			PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/12/2022
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EAGLE MOUNTAIN, UTAH

EXCE ENGINEERING

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
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LANDSCAPE DETAILS
PRELIMINARY PLANS NOT FOR CONSTRUCTION
LP-502



PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

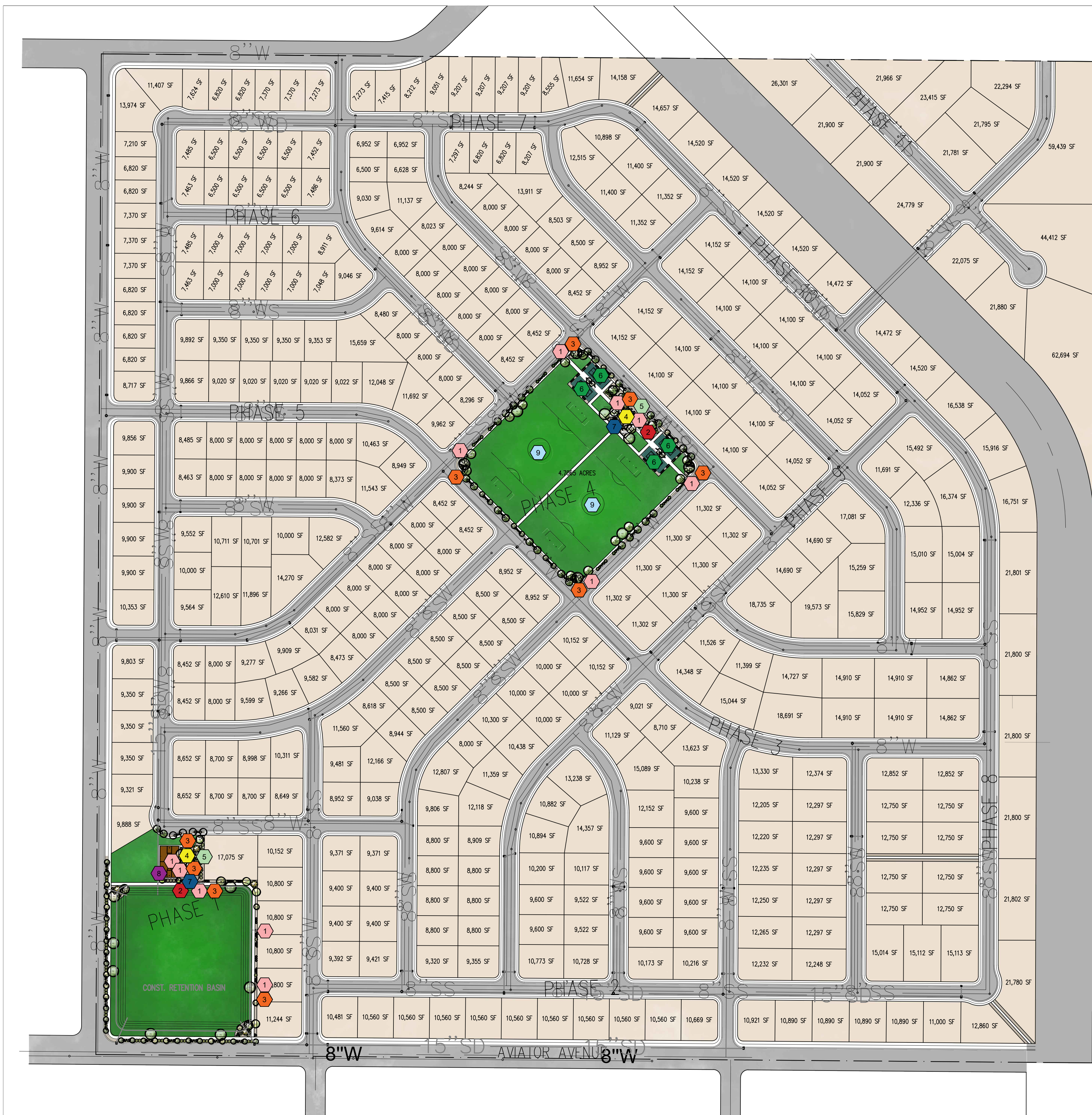
Required Improved Open Space			
Residential Lots / Units _____ <u>401</u> varying size	x 1,000 =	Required Open Space (Square Feet)^a _____ <u>361,350</u> _____ sq ft	/ 43,560 = Required Open Space (Acres)^b _____ <u>8.42955</u> Acres

Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet)^a _____ sq ft	x \$5.75 = Total Fee-In-Lieu \$ _____

Required Amenity Points	
Required Open Space (Acres)^b _____ <u>8.42955</u> Acres	x 100 = Required Amenity Points _____ <u>843</u> _____ Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	19	38
Bicycle Rack (4+ bikes)	2	2	4
Trees (5) (A majority must be shade trees)	2	190	76
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	2,078	125
Parking* (5 stalls)	6		
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4	600 (2)	48
Playground Equipment* per \$1,000	2	\$120,000 (3)	240
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120') or 2 Pickleball Courts	100	2	200
Sports Court (6,600 sq ft or 55'x120') Full Size Basketball	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Trash Receptacles 2 pts	Varies	6	12
Other:	Varies		
TOTAL			843

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.



KEY NOTES

1 BENCH:

2 BIKE RACK:

3 TRASH RECEPTACLE:

4 PAVILLION WITH PICNIC TABLES:

5 OUTDOOR BBQS

6 PICKLEBALL COURT

7 PLAYGROUNDS:
SOUTH IN PHASE 1:

MIDDLE IN PHASE 4:

8 BASKETBALL COURT

9 SOCCER FIELD

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
4/12/2022		UT21139			KURT OSTLER 801-971-2596 KURTOSTLER@YAHOO.COM	DAVID W. PETERSON, P.E. 12 West 100 North, SUITE # 201 AMERICAN FORK, UTAH 84003 (801) 756-4504		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/12/2022
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GRAPHIC SCALE: 1" = 150'

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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing a Member Representative to the North Utah Valley Animal Services Special Service District Board.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No	RECOMMENDATION: Staff recommends that the City Council appoint Tara Freeman as a Member Representative to the North Utah Valley Animal Services Special Service District Board.		
PREPARED BY: Lianne Pengra, Recorder's Office	BACKGROUND: The proposed resolution is to appoint a Member Representative to the North Utah Valley Animal Services Special Service District Board. North Utah Valley Animal Services Special Service District serves Eagle Mountain City and surrounding Utah County communities by operating the animal shelter. Eagle Mountain City gains representation by appointing an individual to the District Board, which is a four-year term. The position was vacated with the departure of the City's former treasurer and the intent is to appoint the current Treasurer, Tara Freeman to serve as Eagle Mountain's representative.		
PRESENTED BY: Staff	ITEMS FOR CONSIDERATION: REQUIRED FINDINGS:		

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--North Utah Valley Animal Services Special Service District
Board Appointment

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPOINTING A MEMBER REPRESENTATIVE TO THE
NORTH UTAH VALLEY ANIMAL SERVICES
SPECIAL SERVICE DISTRICT BOARD**

PREAMBLE

WHEREAS, North Utah Valley Animal Services Special Service District serves Eagle Mountain City and surrounding Utah County communities by operating the North Utah Valley Animal Shelter; and

WHEREAS, Eagle Mountain City is represented by appointing a member to the North Utah Valley Animal Services Special Service District Board for a four-year term; and

WHEREAS, Joshua Bairrington was previously appointed to serve as a representative of this Board and Eagle Mountain City now wishes to appoint Tara Freeman to serve as a representative of this Board.

NOW THEREFORE, BE IT RESOLVED by the Eagle Mountain City Council that Tara Freeman is hereby appointed as Eagle Mountain City's representative to the North Utah Valley Animal Services Special Service District Board beginning immediately and expiring January 31, 2026.

This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of April, 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 19th day of April, 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



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement Between the Timpanogos Special Service District and Eagle Mountain City.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No	RECOMMENDATION: Staff recommends that the City Council approve a resolution of Eagle Mountain City, Utah, adopting the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement Between the Timpanogos Special Service District and Eagle Mountain City.		
PREPARED BY: Mack Straw, Recorder's Office	BACKGROUND: The proposed resolution approves the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement Between the Timpanogos Special Service District and Eagle Mountain City. Eagle Mountain City's agreement is not set to expire; however, the District would like all member city agreements to renew concurrently. This will place all participating cities on the same time frame and ultimately, provide some financial advantage for the District with financing/bond negotiations.		
PRESENTED BY: Mack Straw	ITEMS FOR CONSIDERATION:		
	REQUIRED FINDINGS:		

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--2022 Amended and Restated TSSD Agreement](#)

[TSSD Amended and Restated Agreement](#)

RESOLUTION NO. R- -2022

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE 2022 AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND COLLECTION MAINTENANCE AGREEMENT BETWEEN THE TIMPANOGOS SPECIAL SERVICE DISTRICT AND EAGLE MOUNTAIN CITY

PREAMBLE

WHEREAS, the Timpanogos Special Service District (the “District”) is a local district created to provide regional wastewater treatment service for residents located in the north end of Utah County; and

WHEREAS, the City and the District previously entered into a Sewer Treatment Services Contract and/or extensions, amendments and/or Supplementary Agreements thereto, as well as a Collection Systems Maintenance Agreement for the purpose of defining and establishing their respective rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District and collection systems maintenance to serve the City; and

WHEREAS, the City and the District desire to restate, amend, and modify the agreement between them originally contained in the Prior Service Contracts in order to continue their rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District and collection systems maintenance to serve the City and other municipalities.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement between the Timpanogos Special Service District and Eagle Mountain City, as set forth in Exhibit A.

2. The 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement between the Timpanogos Special Service District and Eagle Mountain City is hereby approved, as set forth in Exhibit A.

3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of April, 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 19th day of April, 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

**2022 AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND
COLLECTION MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2022, by and between the TIMPANOGOS SPECIAL SERVICE DISTRICT, Utah County, Utah, a body politic and corporate and a quasi-municipal public corporation, distinct from each county and municipality in which it is located, of the State of Utah (the “District”), and Eagle Mountain City, Utah County, State of Utah, a municipal corporation of the State of Utah (the “City”),

Witnesseth:

WHEREAS, the City and the District previously entered into a Sewer Treatment Services Contract and/or extensions, amendments and/or Supplementary Agreements thereto as well as a Collection Systems Maintenance Agreement (the “Prior Service Contracts”) for the purpose of defining and establishing their respective rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District, and collection systems maintenance to serve the City; and

WHEREAS, the District and the City desire to restate, amend and modify the agreement between them originally contained in the Prior Service Contracts in order to continue their rights and responsibilities with respect to sewage treatment services, the construction, operation and maintenance of sewage treatment and sludge disposal facilities of the District and collection systems maintenance to serve the City and other municipalities;

NOW, THEREFORE, the District and the City hereby agree and covenant as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 101. (a) Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Agreement, have the meanings herein specified.

“Agreement” means this 2022 Sewer Treatment Services Contract as amended and supplemented from time to time.

“City” means Eagle Mountain City, Utah County, Utah, a municipal corporation duly organized under the laws of Utah.

“City Council” means the City Council of the City or any successor governing body of the City as provided by law.

“District” means the Timpanogos Special Service District, Utah County, Utah, a special service district located in the State of Utah duly organized and existing under the provisions of the Utah Special Service District Act.

“System” means the sewage treatment facilities of the District, and all other improvements, facilities, or property used in connection with the collection, treatment and disposal of sewage, including all improvements, extensions, and additions thereto which may be made while this Agreement remains in effect, and including all property, real, personal and mixed, of every nature now or hereafter owned by the District and used or useful in the operation of its sewage treatment facilities.

“Televising Unit” means the equipment capable of televising and recording the condition of sewer lines.

“Combination Unit” means the equipment capable of cleaning sewer lines.

“Unit” refers to a Televising Unit and a Combination Unit collectively.

Section 102. The Agreement is adopted pursuant to the provisions of the Limited Purpose Local Government Entities Title 17D, Chapter 1, and Title 17B, Chapter 1 of the *Utah Code Annotated* (1953, as amended).

Section 103. This Agreement is entered into for the purpose of providing for the sale by the District and the purchase by the City of sewage treatment services provided by the System and to establish and define the rights and responsibilities of the District and the City with respect to operation, service and maintenance of the System.

Section 104. This Agreement replaces and supersedes in their entirety the Prior Service Contracts.

ARTICLE II

TREATMENT SERVICES TO BE PROVIDED

Section 201. From time to time the District has constructed, added to, improved or extended the System and anticipates that it will do so in the future as well as it shall continue to operate and maintain the System. The System shall at all times be operated and maintained in compliance with applicable State and Federal discharge requirements. The District shall at all times obtain and maintain all necessary licenses and permits required to operate and maintain the System and shall comply with all applicable laws and regulations.

Section 202. Except as provided in Section 203 below, the District shall provide sewage treatment services to the City in accordance with the terms and provisions of this Agreement. Should the capacity of the System be exceeded, the City shall continue to have access to the System on an proportional basis with other cities located within the boundaries of the District, based on a

proportion taken from a comparison of a 3-year history of the volume and character of sewage discharge by each such city.

ARTICLE III

COLLECTION SYSTEMS MAINTENANCE

Section 301. The District shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) From time-to-time the District shall televise, record and clean portions of the existing sewer system of the City (except for service lateral lines), report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(b) The District shall televise new interceptor lines installed from time to time in the City to check for leaks in said lines, report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(c) Each calendar year, the District shall, if requested by the City, televise and/or clean the sewer system of the City and new interceptor lines installed in the City as provided above, for a percentage of normal working time in each calendar year less four weeks which is at least equal to the percentage of the City's portion of the total influent to the District in the preceding calendar year of all political subdivisions within the District that utilize the Collection Maintenance Services provided herein. The District shall not be required to provide service to the City in any calendar year in excess of the above-stated percentage unless emergency conditions require additional service.

(d) The District shall provide the City with Service Schedules setting forth the respective sewer lines to be serviced, the service to be performed on the lines, and the dates such services will be performed on the lines. The District shall provide the City with the Service Schedules at least thirty (30) days prior to the time of the scheduled services. The District may deviate from the schedule in the event of emergencies which occur in other municipalities for which the District has similar obligations to provide services with the Unit. In the event of any emergency which requires the District to deviate from the Service Schedule, the District shall promptly notify the City of the need to deviate from the Service Schedule and shall within five (5) business days provide the City with a revised Service Schedule.

(e) The District shall clean the sewer lines of the City in cases of emergency (except for house service lateral lines), when so notified by the City that an emergency exists.

Section 302. The City shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) The City shall be responsible for any necessary construction and repairs of its sewer system, including any necessary repair of defects discovered by the District while using the Unit.

(b) The City shall, as funding becomes available, maintain its manholes up to grade, at the proper elevation, and easily accessible to the District. The District will not be required to provide any service for lines where the related manholes are not up to grade, at the proper elevation and easily accessible to the District.

(c) The City shall provide one City employee to assist the District in operating and using the Unit when traffic control requires three people to operate and manage the unit and when one operator of the unit is required to enter a manhole. The City shall also provide one City employee to assist the District in operating and using the Unit when one of the two District employees trained to operate the Unit is ill, on vacation or for any other reason is unable to operate the Unit. If no City employee is available to assist when specified, the service to the City will be rescheduled as promptly as possible in relation to the District's obligation to provide services to other municipalities.

(d) In the case of emergencies related to the sewer system, the City shall send a City employee to assess the emergency situation.

Section 303. As to Collection Systems Maintenance, the Parties further agree as follows:

(a) The District shall have no liability for any flooding or damage resulting from the condition or proper cleaning of the sewer lines, and the City assumes all responsibility and liability for any such flooding or damage.

(b) The District shall be under no obligation under this Agreement with respect to the cleaning or other service of house service lateral lines or other privately owned lateral lines.

(c) Each party hereto shall be liable for, and shall hold the other harmless from, all costs, damages, and losses resulting from the negligence of said party or its respective agents, officers, employees or servants. Failure to discover a latent defect or problem in the structural integrity of the lines shall not be considered negligence.

(d) It is understood by the parties hereto that the cleaning function of the Unit is

accomplished by force of liquid under pressure. The parties hereto agree that the City shall be liable for any cost, damage or loss resulting from or related to the existing conditions of the line such as, but not limited to, protruding lateral lines or weak tile lines.

(e) As provided for in Article IV of this Agreement, the provisions for Collection Systems Maintenance set forth herein do not and nothing herein shall be interpreted to constitute a transfer of any interest whatsoever in and to the sewer lines within the City's sewer system and the District expressly agrees that the City shall continue to own all such sewer lines within its sewer system.

ARTICLE IV

CITY RESPONSIBLE FOR OWN SYSTEM AND PRESERVATION OF DISTRICT'S SYSTEM

Section 401. The City hereby acknowledges that it shall bear any and all costs of constructing, operating, maintaining, and repairing its sewage collection system, including lines necessary to extend said system to the interceptor lines constructed or owned by the District and that the District shall not bear any such costs or be responsible for constructing, operating, maintaining, adding to or improving said system of the City.

Section 402. Delivered herewith is a map that depicts the location of the District's interceptor lines and the City's collection system. The City shall not take any action that could interfere with the operation and maintenance of the District's interceptor lines, including, but not limited to, modifying or vacating public rights of ways or public utility easements.

Section 403. The location of the City's collection system and the District's system are **PROTECTED RECORDS** as the disclosure of such could jeopardize the life or safety of an individual and/or jeopardize the security of governmental property, or governmental programs from

damage or use contrary to the law or public policy. As such no such disclosure is permitted except as may be permitted by the Utah Governmental Records Access and Management Act.

ARTICLE V

INDUSTRIAL AND OTHER SPECIAL DISCHARGES

Section 501. The District has and will maintain and update a Pretreatment Program that is approved by the State of Utah and complies with Federal pretreatment standards, including those contained in 40 CFR (Code of Federal Regulations) Part 403. The Pretreatment Program is to prevent the introduction of pollutants into the System which will interfere with the operation of the System or contaminate the resulting sewage sludge; prevent the introduction of pollutants into the System which will pass through the treatment works into receiving waters or the atmosphere or otherwise be incompatible with the work; and, improve opportunities to recycle and reclaim wastewaters and the sludge resulting from wastewater treatment. The City shall adopt by ordinance, at least as stringent, the District's Pretreatment Program as may be amended from time to time.

Section 502. The District reserves the right to approve or disapprove the discharge of any wastes other than sewage to any sewer system which sends wastewater to the System. All industrial discharge of any wastes other than sanitary facility wastes shall require prior written approval of the District, shall comply with Federal pre-treatment standards, and shall be subject to special charges as determined by the District. Discharges of unusual wastes from other sources shall also be subject to prior written approval of the District.

Section 503. Special permits granted for industrial or other unusual discharges may be revoked by the District upon ninety (90) days' notice from the District to the City, if, as determined

by the District, the discharge results in excessive operational problems or constitutes an unexpectedly large threat to the integrity of the System, which cannot be recompensed by increasing the special charge. Any discharges after such ninety (90) day period shall be considered unapproved and shall be subject to the conditions above stated.

ARTICLE VI

COST OF SERVICES AND PAYMENT

Section 601. The City hereby agrees to promptly pay all charges which are assessed by the District in accordance with this Agreement.

Section 602. Each city and other user of the District facilities shall be billed monthly or at such greater time intervals as shall be determined by the District. In no event shall the District bill the City less frequently than annually. Such amount so billed shall be due and payable within thirty (30) days after the date of the billing.

Section 603. Special charges for wastes other than sewage shall include, without limitation, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the System, or any fines or other penalties or costs resulting from loss of proper operation of the System due to the unapproved discharge within the City or area served by the District.

Section 604. The District shall provide that sufficient revenue is generated to pay all costs for the operation and maintenance of the System. The costs shall be distributed to all users of the System in proportion to each user's contribution to the total loading of the System. Factors such as strength (BOD and TSS), volume and nutrient factors shall be considered and included as the basis

for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

Section 605. The District shall determine the total annual costs of operation and maintenance of the System which are necessary to maintain the capacity and performance for which such works were designed and constructed. The total annual cost of operation and maintenance shall include, but is not limited to, amounts paid by the District for improvement, repair, replacement or for the acquisition of any type of equipment related to the System, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, for legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, training of personnel, taxes, payments in lieu of taxes and other governmental charges imposed by any entity other than the District, fuel costs, payments for the purchase of water for use in connection with the construction and operation of the System, costs of utility services and other auxiliary services, and any other current expenses or obligations required to be paid by the District under the provisions of any bond resolution or indenture or by law, all to the extent properly allocable to the System. For purposes of this Article VI, the District shall include in its costs of operation and maintenance charged to the City and other users of the System services all costs imposed on the District by any bond resolution or indenture, including, without limitation, all costs of debt service and payments or deposits for reserve funds in connection with any bonds or other obligations of the District and all costs necessary to comply with the covenants and obligations of the District contained in such bond resolutions or indentures. To the extent that debt service of the District is actually paid from the proceeds of taxes actually levied and collected by the District on all

taxable property in the boundaries of the District, such debt service shall be excluded for purposes of determining charges to the City for System services.

Section 606. To determine the proportion of each user's wastewater contribution, the District has installed and maintains metering stations throughout the District. The District owns and has the sole right to maintain each metering station. The City upon reasonable notice shall have the right to test the meter applicable to the City's wastewater contribution to verify the accuracy of the meter. Delivered herewith is a map that depicts the location of the meter(s) applicable to the City's wastewater contribution. In determining the proportion of each user's wastewater contribution, the District shall measure and take into account the following:

1. Each user's monthly volume of wastewater. The amount used as the total monthly volume of wastewater shall include infiltration and inflow.
2. Each user's monthly poundage of 5-day 20 degree centigrade biochemical oxygen demand which has been discharged to the System.
3. Each user's monthly suspended solids poundage which has been discharged to the System.
4. Nutrient factors imposed by any regulatory body.

Section 607. If the City requests additional metering stations, all such metering station(s) must be approved by the District's staff as meeting all District standards. The District will arrange for and pay all costs for the meter(s) and the installation of the meter(s). The District will then bill the City for the reimbursement of all such meter costs. All other costs, including furnishing and installing the vault, flume, electrical pad, electrical panel, Rocky Mountain Power and services, and

associated appurtenances will be provided and paid by the City. Upon completion, inspection, and approval, the metering station(s) shall be owned by the District.

Section 608. The District shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution on an annual basis and shall revise the service charges as necessary to assure equity of the service charges assessed to the City and other users, and to assure that sufficient funds are obtained to adequately operate and maintain the System, including payment of the debt of the District.

Section 609. The City and other users of the System will be charged a certain amount for each one thousand (1,000) gallons of wastewater treated; plus, a certain amount per pound of Biochemical Oxygen Demand, a certain amount per pound of Suspended Solids, and nutrient factors imposed by any regulatory body, to be determined by the District, considering the factors herein mentioned. The rates shall be re-established annually or more frequently if so determined by the District.

Section 610. The District shall have no power to demand that the City make payment for any charges due under this Article VI from it to the District from monies raised by the City by taxation, but such charges may be solely payable from charges the City makes to the users of its own sewage collection system. All amounts due and owing to the District from the City under this Agreement shall be treated by the city as operation and maintenance costs of the City's sewer system. Notwithstanding the foregoing sentences in this Section 6010, it is understood that the City is free to make payments due under this Agreement from any available monies it may have on hand at the time such payments are due.

Section 611. The City covenants and agrees to impose rates and charges on its sewer customers in amounts sufficient to make all payments called for under this Article VI and to properly operate and maintain, at its own expense, its sewer collection system.

Section 612. Pursuant to Utah Code Ann. § 10-8-38(2)(a)(i) and in compliance with the Utah Board of Health regulations, the City shall provide for mandatory connection where its sewer collection system is reasonably available and feasible within 300 feet of any property line with any building used for human occupancy and will make a reasonable charge for the use thereof and shall enact all ordinances and make all necessary amendments to resolutions necessary for it to do so.

Section 613. The City is obligated to pay only for treatment services rendered to it during the month or other longer service period for which it is to receive a bill.

ARTICLE VII

IMPACT FEES

Section 701. In order to provide and pay for expanded capacity to the System and to provide the District with increased ability to provide sewer treatment services to the City, the District has in the past and may in the future acquire additional facilities or improve or expand existing facilities to accommodate new growth within the District ("Expansion Facilities").

Section 702. Pursuant to Section 11-36a-101 et seq. Utah Code Annotated (1953, as amended), the District has adopted a resolution establishing an Impact Fee to pay for the Expansion Facilities and may further amend the Impact Fee. The District hereby represents and warrants to the City that the District has complied and shall comply with the applicable statutory provisions of the Utah Code to lawfully impose the Impact Fee. The City hereby agrees to develop, maintain and update a topographical master plan for sewer service within its boundaries upon which the District

may rely in planning for future development. Any connection to the District's collection system may only be where the District approves.

Section 703. The District and the City agree that the Impact Fee shall be applied, to the extent received by the District, to the costs to the District of acquiring, constructing and improving the Expansion Facilities as a part of the System, and that to the extent, but only to the extent, that such Impact Fees are paid to and available to the District, the District will not include the costs of the Expansion Facilities in calculating its service charges to be apportioned among the Contracting Cities in accordance with Article VI. To the extent the Impact Fees received are inadequate or unavailable to pay the costs of providing or paying for the Expansion Facilities, then such costs in excess of the available Impact Fees shall be treated and charged as service charges in accordance with Article VI. To the extent the Impact Fees received in any year exceed the amount needed to pay the costs of providing the Expansion Facilities, then the excess shall be (a) held for payment of, or applied to the early redemption of bonds issued to finance the Expansion Facilities, (b) applied to growth-related improvements to the System, as evidenced and supported by written plans and analyses adopted by the District in the exercise of its sole business judgment, or (c) applied to any combination thereof. It is expected by the parties hereto that the costs of providing the Expansion Facilities will consist principally of the payment of debt service, including, but not limited to, principal, interest, redemption premiums, paying agent, registrar, trustee fees, engineering costs, legal fees and bond costs, on bonds of the District issued to finance the acquisition, construction and improvement of the Expansion Facilities or the direct payment of the costs of acquisition, construction and improvement of the Expansion Facilities, or both.

Section 704. The City agrees that the payment of the Impact Fee by applicants for a

building permit from the City shall be a condition of development and that no building permit shall be issued until the required Impact Fee is paid. The amount of the Impact Fee shall be established by resolution of the District and may change from time to time.

Section 705. The City shall calculate and collect the Impact Fee for and on behalf of the District and shall remit to the District all Impact Fees collected sixty (60) days following the 20th of the month in which such fees are received by the City. Any Impact Fees collected by the City that are not remitted to the District within the time specified shall accrue interest at the annual rate of three percent (3%) calculated daily, which interest the City shall pay to the District.

Section 706. The Impact Fee is based on information contained in duly adopted Impact Fee Facilities Plans and Analysis. Each City shall collect from each applicant for building permits the amount of the Impact Fee in accordance with the formulas provided by the District.

Section 707. The City shall provide to the District by the 20th of each month, a summary of all residential permits issued during the prior month and copies of all non-residential permits issued during the prior month. At no more than a quarterly basis, if requested by the District, and at reasonable times, the City shall allow the District to audit City building permit records and the Impact Fees assessed and collected to determine whether the impact fees were properly assessed and collected. If the Impact Fee was improperly assessed and/or collected, the City shall be responsible to pay to the District the difference between the amount collected and the amount that should have been charged together with interest thereon calculated at the rate of three percent (3%) per annum, calculated daily. The District shall give the City thirty days written notice of any amounts owed under this Section. Interest on the amount owed will not begin to accrue until the day after the expiration of the thirty-day notice period. The District shall have one year to review

and or audit the Impact Fees assessed and collected by the City which period shall commence the day after the City delivers to the District the summary of residential permits issued or in the case of non-residential permits the day after copies of the actual permits are delivered to the District. After the expiration of the one-year period, the District may not assess the City any amount owed by reason of a difference between the amount collected and the amount that should have been collected. Once assessed, the District shall have whatever applicable statute of limitations applies to collect the amount assessed as provided in this Section 707 and interest thereon.

ARTICLE VIII

REPRESENTATIONS OF THE CITY

Section 801. The City hereby warrants and represents that (a) its existing indebtedness for all purposes does not exceed the limit provided in Article XIV, Section 4, of the Constitution of the State of Utah, (b) it has the power to enter into this Agreement and all necessary action has been taken by its City Council to authorize the execution and delivery of this Agreement, and (c) this Agreement does not conflict with, and the execution and performance by the City hereof will not constitute a breach of or a default under any contract, lease, court order, administrative rule, regulation or law to which the City or its properties or either of them are subject or by which it is bound.

ARTICLE IX

INSPECTION OF RECORDS

Section 901. At no more than a quarterly basis, if requested by the City, and at reasonable times, the District shall, upon request of the City, make available its books and records for inspection by the duly authorized agents of the City.

ARTICLE X

FORCE MAJEURE

Section 1001. If, by reason of *Force Majeure*, either party shall be unable in whole or in part to perform its obligations hereunder, said party shall not be deemed in default during the continuance of such inability and shall not incur any liability for its failure to perform its obligations hereunder. Each party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing such obligations; provided, however, the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the affected party, and it shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to it. "*Force Majeure*" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; pandemics, floods; explosions; breakage or accidents to machinery, transmission pipes or canals from a cause not reasonably within the control of a party; or any other cause or event not reasonably within the control of that party.

ARTICLE XI

THIRD PARTY CLAIMS

Section 1101. This Agreement is not intended to be a third-party beneficiary contract for the benefit of the retail sewer customers of the City and no such third party shall have any cause of action against the District for any failure by the District to take and receive sewage as provided for

herein or for any breach or default by the District hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the rights of the District and the City to modify or terminate this Agreement at any time or in any manner. To the extent that the City has any legal duty and authority to defend or indemnify the District against any claims of the City's customers, retail or residential, it shall do so. It is expressly understood and agreed that such duty does not extend to any activities of the District not directly related to the treatment of wastewater and sewage, *e.g.*, claims resulting from automobile accidents involving District equipment, etc.

ARTICLE XII

MAINTENANCE OF DISTRICT REVENUES

Section 1201. Except as provided in Section 1202 below, the City, so far as it legally may, covenants and agrees that, during the term of this Agreement (a) it will not grant a franchise for the operation of any competing sewer system within its boundaries located within Utah County until termination of this Agreement in accordance with Article XIII hereof, (b) it will not itself treat sewage, and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Section 1202. If as of the date of this Agreement the City is treating any portion of its waste water by a facility other than the District's System, the City, so far as it legally may covenants and agrees that (a) it will not grant a franchise for the operation of any competing sewer system to treat sewage originating from within the boundaries of the District's service area located within Utah County until termination of this Agreement in accordance with Article XIV hereof, (b) it will not itself treat sewage originating from within the boundaries of the District's service area located

within Utah County , and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

ARTICLE XIII

DEFAULT

Section 1301. In the event the CITY defaults in the payment of any charges or fees arising hereunder and such default remains uncured for thirty (30) days after the City's receipt of written notice of such default, the District, in its sole discretion, may withhold the delivery of treatment services hereunder until all such delinquencies have been cured.

Section 1302. In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the other party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its costs incurred in enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise.

Section 1303. The remedies available in this Article shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by either party to exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion.

ARTICLE XIV

TERMINATION

Section 1401. Unless hereafter modified in a writing signed by all parties hereto, this Agreement shall have and be for a term of twenty-five (25) years from the date of its execution by the parties hereto.

ARTICLE XV

ASSIGNMENT

Section 1501. Neither the District nor the City shall transfer or assign any of the rights or delegate any of the duties of this Agreement without the prior written consent of the other.

ARTICLE XVI

COMPLETE AGREEMENT; MODIFICATION

Section 1601. This Agreement constitutes the full and complete agreement by and between the parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations or understandings of the parties.

Section 1602. The terms of this Agreement shall not be altered, amended or modified, except by written agreement of the parties hereto. Such modification or amendment shall be duly filed with the secretary of the District and with the city recorder of the City.

ARTICLE XVII

SEVERABILITY

Section 1701. It is hereby declared that all parts of this Agreement are severable, and if any section, paragraph, clause or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Agreement.

ARTICLE XVIII

BINDING EFFECT

Section 1801. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, agents, representatives, successors and assigns (in the event assignment is approved as provided in Article XV hereof).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized representatives as of the day and year first above written and shall be effective as of that date.

“DISTRICT”

TIMPANOGOS SPECIAL SERVICE DISTRICT

By _____

Chairperson, Advisory Board

ATTEST:

Secretary of District
[SEAL]

“CITY”
[CITY NAME]

By _____

Mayor

ATTEST:

City Recorder
[SEAL]
1571818.3

DISTRICT ATTORNEY REVIEW AND APPROVAL

Martha Wingate of the law firm of Ray Quinney & Nebeker P.C., duly licensed to practice law in the State of Utah, as the attorney authorized to represent the District for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), do hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: _____

RAY QUINNEY & NEBEKER P.C.

By _____
Martha Wingate
Attorney for Timpanogos Special Service
District

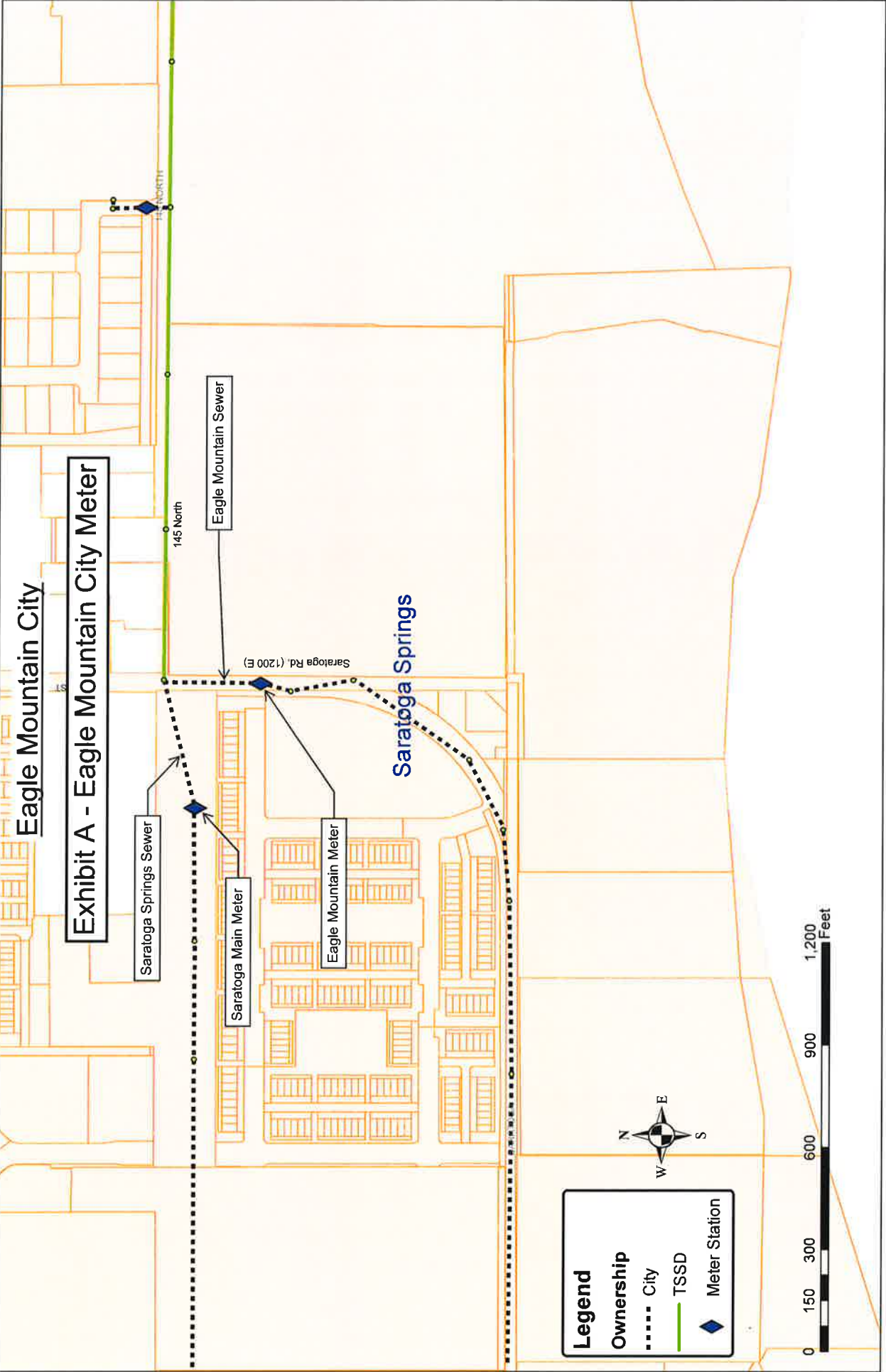
CITY ATTORNEY REVIEW AND APPROVAL

_____ of the law firm of _____, duly licensed to practice law in the State of Utah, as the attorney authorized to represent the City for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), do hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: _____

By _____

Attorney for _____ City





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing and Approving a Preliminary Official Statement and an Official Statement in Connection with the Issuance and Sale of the City's Sale Tax Revenue Bonds, Series 2022; Authorizing the Taking of all other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution; and Related Matters.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Staff

RECOMMENDATION:

Staff recommends that the City Council approve a resolution of Eagle Mountain City, Utah, authorizing and approving a Preliminary Official Statement and an Official Statement in connection with the issuance and sale of the City's Sale Tax Revenue Bonds, Series 2022; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and related matters.

BACKGROUND:

The proposed resolution approves a Preliminary Official Statement and an Official Statement in conjunction with the issuance and sale of the City's Sale Tax Revenue Bonds, Series 2022. It also authorizes staff to take all other actions necessary to complete the transaction.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Approving Prelim Official Statement - Eagle Mountain Sales Tax
Preliminary Official Statement Eagle Mt Sales Tax Rev Bonds 2022](#)

Eagle Mountain, Utah

April 19, 2022

The City Council (the “Council”) of Eagle Mountain City, Utah (the “City”), met in regular public session at the regular meeting place of the Council in Eagle Mountain City, Utah on April 19, 2022, at the hour of 4:00 p.m., with the following members of the Council being present:

Tom Westmoreland	Mayor
Donna Burnham	Councilmember
Colby Curtis	Councilmember
Jared Gray	Councilmember
Carolyn Love	Councilmember
Brett Wright	Councilmember

Also present:

Paul Jerome	City Administrator
Fionnuala Kofoed	Director of Administrative Services/City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 19, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY (THE "CITY"), AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CITY'S SALES TAX REVENUE BONDS, SERIES 2022; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City adopted a resolution on February 15, 2022 (the "Bond Resolution"), approving the issuance of its Sales Tax Revenue Bonds, Series 2022 (the "Series 2022 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the City), to (a) finance road, water and sewer system improvements and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2022 Bonds herein described; and

WHEREAS, in connection with the issuance of the Series 2022 Bonds, the City plans to use and distribute a Preliminary Official Statement (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit B, and a final Official Statement (the "Official Statement"), in substantially the form as the Preliminary Official Statement; and

WHEREAS, the City now desires to approve the Preliminary Official Statement and the Official Statement and to authorize their use and distribution in connection with the issuance of the Series 2022 Bonds;

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

Section 1. The City hereby approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit B and hereby authorizes the utilization thereof in connection with the issuance of the Series 2022 Bonds and approves the Official Statement in substantially the same form as the Preliminary Official Statement and authorizes the utilization thereof in connection with the issuance of the Series 2022 Bonds.

Section 2. The Designated Officers (as defined in the Bond Resolution) or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Preliminary Official Statement or Official Statement herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2022 Bonds (within the parameters set by the Bond Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to

other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City or the provisions of the laws of the State of Utah or the United States.

Section 3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this April 19, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Fionnuala Kófoed, the duly appointed and qualified City Recorder of Eagle Mountain City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on April 19, 2022, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this April 19, 2022.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Fionnuala Kofoed, the undersigned City Recorder of Eagle Mountain City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 19, 2022, public meeting held by the City Council of the City (the “Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Daily Herald, either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (a) posted on January 4, 2022, at the principal office of the City, (b) provided to at least one newspaper of general circulation within the City on January 4, 2022, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 19, 2022.

(SEAL)

By: _____
City Recorder

SCHEDULE 1 – NOTICE OF MEETING

SCHEDULE 2 – ANNUAL MEETING SCHEDULE

(attach Proof of Publication of Notice of Bonds to be Issued)

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE—Issued in Book-Entry Only Form

Rating: S&P “___”
(See “BOND RATING” herein.)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” in this Official Statement.



\$21,720,000*
EAGLE MOUNTAIN CITY, UTAH
SALES TAX REVENUE BONDS, SERIES 2022

Dated: Date of Initial Delivery

Due: February 1, as shown on the inside cover

The Series 2022 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2022 Bonds. Purchases of Series 2022 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2022 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2022 Bonds. Interest on the Series 2022 Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022*, through U.S. Bank Trust Company, National Association, as Paying Agent, all as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2022 Bonds, payments of the principal of, premium, if any, and interest on such Series 2022 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “THE SERIES 2022 BONDS—Book-Entry Only System” herein.

The Series 2022 Bonds are issued for the purpose of (i) financing road, water and sewer system improvements and all related improvements and (ii) paying costs associated with the issuance of the Series 2022 Bonds.

The Series 2022 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See “THE SERIES 2022 BONDS—Redemption Provisions” herein.

The Series 2022 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and certain funds and accounts pledged therefor in the Indenture between the City and U.S. Bank Trust Company, National Association, as trustee. The Revenues consist primarily of the Pledged Sales and Use Taxes. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of or interest on the Series 2022 Bonds, and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “BONDHOLDERS’ RISKS” herein. The Series 2022 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2022 Bonds or any portion thereof to secure payment of the Series 2022 Bonds. See “SECURITY FOR THE BONDS” herein.

[The City has applied to various municipal bond insurance companies for an insurance policy with respect to the Series 2022 Bonds.]

The Series 2022 Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Cohn Kinghorn, P.C., Salt Lake City. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. Lewis Young Robertson & Burningham, Inc. is acting as municipal advisor to the City in connection with the issuance of the Series 2022 Bonds. It is expected that the Series 2022 Bonds, in book-entry only form, will be available for delivery on or about May [19], 2022.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

This Official Statement is dated _____, 2022, and the information contained herein speaks only as of that date.

STIFEL

* Preliminary; subject to change.

\$21,720,000*
EAGLE MOUNTAIN CITY, UTAH
SALES TAX REVENUE BONDS,
SERIES 2022

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

<u>Due</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP**</u>
2023	\$905,000			
2024	685,000			
2025	720,000			
2026	755,000			
2027	795,000			
2028	835,000			
2029	875,000			
2030	920,000			
2031	965,000			
2032	1,015,000			
2033	1,065,000			
2034	1,120,000			
2035	1,175,000			
2036	1,230,000			
2037	1,295,000			
2038	1,360,000			
2039	1,415,000			
2040	1,470,000			
2041	1,530,000			
2042	1,590,000			

[\$_____ % Term Bond Due February 1, 20____; Price _____% CUSIP** _____]

* Preliminary; subject to change.

** The above referenced CUSIP number(s) have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2022 Bonds. Neither the City, the Trustee nor the Underwriter is responsible for the selection or uses of such CUSIP numbers, and no representation is made as to its correctness on the Series 2022 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesperson, or any other person has been authorized by the City, or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2022 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Underwriter. Prospective investors may obtain additional information from the Underwriter or the City which they may reasonably require in connection with the decision to purchase any of the Series 2022 Bonds from the Underwriter.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Forward-looking statements are included in, but not limited to, the Official Statement under the captions “THE PROJECT” and “ESTIMATED SOURCES AND USES OF FUNDS.” The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2022 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2022 Bonds. Such transactions, if commenced, may be discontinued at any time.

THE SERIES 2022 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2022 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2022 Bonds.

\$21,720,000*
EAGLE MOUNTAIN CITY, UTAH
SALES TAX REVENUE BONDS
SERIES 2022

1650 East Stagecoach Run
Eagle Mountain, Utah 84005
(801) 789-6600

MAYOR AND CITY COUNCIL

Tom Westmoreland	Mayor
Donna Burnham.....	Councilmember
Colby Curtis.....	Councilmember
Jared Gray.....	Councilmember
Carolyn Love	Councilmember
Brett Wright.....	Councilmember

CITY ADMINISTRATION

Paul Jerome	City Administrator
Steve Mumford.....	Assistant City Administrator/Community Development Director
Kimberly Ruesch	Finance Director
Fionnuala Kofoed	City Recorder

**TRUSTEE, BOND REGISTRAR, AND PAYING
AGENT**

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6083

BOND AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

COUNSEL TO THE CITY

Cohne Kinghorn, P.C.
111 East Broadway, Suite 1100
Salt Lake City, Utah 84111
(801) 363-4300

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
15 West South Temple, Suite 1090
Salt Lake City, Utah 84101
(385) 799-7231

* Preliminary; subject to change.

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\$21,720,000*
EAGLE MOUNTAIN CITY, UTAH
SALES TAX REVENUE BONDS
SERIES 2022

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices provides information regarding the issuance and sale by Eagle Mountain City, Utah (the “City”), a political subdivision of the State of Utah (the “State”), of its \$21,720,000* Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Series 2022 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in “APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE.”

See also the following appendices attached hereto which are hereby incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2021; APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE; APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND UTAH COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City was incorporated on December 3, 1996. The City covers approximately 52.7 square miles and is located approximately 30 miles northwest of Provo City and approximately 40 miles southwest of Salt Lake City. According to the 2020 Census, the City’s population in 2020 was 43,623. For more information with respect to the City, see “EAGLE MOUNTAIN CITY,” “APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2021,” and “APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND UTAH COUNTY” herein.

Authorization and Purpose of the Series 2022 Bonds

The Series 2022 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”); (ii) resolutions of the City Council of the City adopted on February 15, 2022 and [April 19, 2022] (together, the “Resolution”); (iii) a General Indenture of Trust dated as of May 1, 2022 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of May 1, 2022 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”), each by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”); and (iv) other applicable provisions of law.

The Series 2022 Bonds are being issued for the purpose of (a) financing road, water and sewer system improvements and all related improvements (collectively, the “Project”) and (b) paying certain costs associated with the issuance of the Series 2022 Bonds.

* Preliminary; subject to change.

Security and Source of Payment

The Series 2022 Bonds are special limited obligations of the City, payable solely from and secured solely by a pledge of the hereinafter defined Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture. “Revenues” consist of 100% of the revenues received by the City from the local sales and use tax (the “Pledged Sales and Use Taxes”) levied by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2022 Bonds and the City is limited by State law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “BONDHOLDERS’ RISKS” herein. The Series 2022 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2022 Bonds or any portion thereof to secure payment of the Series 2022 Bonds. See “SECURITY FOR THE BONDS” herein.

Pledged Sales and Use Taxes

The City presently levies the Pledged Sales and Use Taxes at the rate of 1.00% (the maximum permitted by State law) on the sale of all taxable goods and services occurring within the City. Amounts from the imposition of the Pledged Sales and Use Taxes are collected by the Utah State Tax Commission (the “Tax Commission”) and distributed to the City on a monthly basis. The distribution is based on formulas that take into account the population of and taxable sales within all local governments in the State that impose a sales and use tax. See “SECURITY FOR THE BONDS—Pledged Sales and Use Taxes” and “BONDHOLDERS’ RISKS—Uncertainty of Economic Activity and Sales Tax Revenues” and “—Legislative Changes to Sales Tax Statutes” herein.

The Pledged Sales and Use Taxes for fiscal year 2021 totaled \$6,914,164 (the “2021 Pledged Sales and Uses Taxes”) and provide projected coverage of approximately ____* times the estimated maximum annual debt service requirement for the Series 2022 Bonds, assuming that annual Revenues over the life of the Series 2022 Bonds are maintained at the amount of the 2021 Pledged Sales and Uses Taxes.

Initial Bonds; Additional Bonds

The Series 2022 Bonds are the initial series of Bonds to be issued under the General Indenture. The City may issue additional bonds payable on a parity with the Series 2022 Bonds (the “Additional Bonds”) upon complying with certain requirements set forth in the General Indenture. Such Additional Bonds together with the Series 2022 Bonds are sometimes collectively referred to herein as the “Bonds.” See “SECURITY FOR THE BONDS—Additional Bonds” herein.

State Pledge of Nonimpairment

In accordance with Section 11-14-307 of the Act, the State pledges and agrees with the holders of the Series 2022 Bonds that it will not alter, impair or limit the taxes comprising the Pledged Sales and Use Taxes in a manner that reduces the amounts to be rebated to or collected by the City until the Series 2022 Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2022 Bonds. See “SECURITY FOR THE BONDS—State Pledge of Nonimpairment” and “BONDHOLDERS’ RISKS” herein.

However, the City notes that the State’s pledge of non-impairment under Section 11-14-307 of the Act has not been interpreted by a court of law and, therefore, the City cannot predict the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of the Pledged Sales and Use Taxes, or (iii) impact any other aspect of Pledged Sales and Use Taxes.

* Preliminary; subject to change.

Redemption Provisions

The Series 2022 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity as described herein. See “THE SERIES 2022 BONDS—Redemption Provisions.”

Registration, Denominations, Manner of Payment

The Series 2022 Bonds are issuable only as fully-registered Series 2022 Bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository of the Series 2022 Bonds. Purchases of Series 2022 Bonds will be made in book-entry only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2022 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2022 Bonds.

So long as Cede & Co. is the registered Owner of the Series 2022 Bonds, as nominee of DTC, references herein and in the Indenture to the bondowners or registered Owners of the Series 2022 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2022 Bonds.

Principal of and interest on the Series 2022 Bonds (interest payable February 1 and August 1 of each year, commencing August 1, 2022*) are payable by U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Series 2022 Bonds, initially Cede & Co., as nominee of DTC. See “THE SERIES 2022 BONDS—Book-Entry Only System” below.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2022 Bonds.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Series 2022 Bonds are offered, subject to prior sale, when, as, and if issued and received by Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Cohn Kinghorn, P.C., Salt Lake City. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. See “LEGAL MATTERS” below. Lewis Young Robertson & Birmingham, Inc. is acting as municipal advisor to the City in connection with the issuance of the Series 2022 Bonds. It is expected that the Series 2022 Bonds in book-entry form will be available for delivery on or about May [19], 2022.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2022 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2022 Bonds are qualified in their

* Preliminary; subject to change.

entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2022 Bonds. During the period of the offering of the Series 2022 Bonds, copies of the form of such document will be available from the “Contact Persons” as indicated below. Also see “APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE” below.

Contact Persons

The chief contact person for the City concerning the Series 2022 Bonds is:

Paul Jerome
City Administrator
1650 East Stagecoach Run
Eagle Mountain, Utah 84005
Telephone: (801) 789-6600
pjerome@emcity.org

Additional requests for information may be directed to the City’s Municipal Advisor as follows:

Laura Lewis
Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: (801) 596-0700
laura@lewisyoung.com

THE SERIES 2022 BONDS

General

The Series 2022 Bonds are dated the date of their initial delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2022 Bonds will be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2022*. The Series 2022 Bonds are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2022 Bonds shall bear interest at the rates and shall mature in each of the years as described on the inside cover page hereof. Interest on the Series 2022 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2022 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date. Principal of and premium, if any, on the Series 2022 Bonds will be payable at the principal corporate trust office of U.S. Bank Trust Company, National Association, as Trustee and Paying Agent, or its successor upon presentation of the Series 2022 Bonds by the registered owners or their duly authorized agents on or after the date of maturity or redemption.

The Series 2022 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist of the Pledged Sales and Use Taxes (as defined herein). No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2022 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes. The Series 2022 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency

* Preliminary; subject to change.

or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2022 Bonds or any portion thereof to secure payment of the Series 2022 Bonds. See “SECURITY FOR THE BONDS” herein.

Redemption Provisions

[Optional Redemption]. The Series 2022 Bonds maturing on or prior to February 1, 20____, are not subject to redemption prior to maturity. The Series 2022 Bonds maturing on or after February 1, 20____, are subject to redemption at the option of the City on February 1, 20____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[Mandatory Sinking Fund Redemption]. The Series 2022 Bonds maturing on February 1, 20____, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund
Redemption Date
(February 1)

Mandatory Sinking Fund
Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2022 Bonds maturing on February 1, 20____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2022 Bonds maturing on February 1, 20____, in such order of mandatory sinking fund date as shall be directed by the City.]

Notice of Redemption. In the event any of the Series 2022 Bonds are to be redeemed, the Registrar shall cause notice of redemption to be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2022 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption.

In addition to the foregoing, further notice of any redemption of Series 2022 Bonds shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the Electronic Municipal Market Access (“EMMA”) website of the Municipal Securities Rulemaking Board (the “MSRB”) or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2022 Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Series 2022 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Series 2022 Bonds.

Partially Redeemed Fully Registered Bonds. In case any Series 2022 Bond shall be redeemed in part only, upon the presentation of such Series 2022 Bond for such partial redemption, the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2022 Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2022 Bond. A portion of any Series 2022 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral

multiple thereof and in selecting portions of such Series 2022 Bonds for redemption, the Trustee will treat each such Series 2022 Bond as representing that number of Series 2022 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2022 Bonds by \$5,000.

Registration, Transfer and Exchange

In the event that the book-entry-only system has been terminated, the Series 2022 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2022 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

For every such exchange or transfer of the Series 2022 Bonds, the Trustee may make a charge sufficient to reimburse it for any tax or governmental charge required to be paid with respect to such exchange or transfer of the Series 2022 Bonds, but may impose no other charge therefor.

The City and the Trustee shall not be required to issue, transfer, or exchange any Series 2022 Bond after the Regular Record Date with respect to any redemption of such Series 2022 Bond or during a period from and including any Regular Record Date with respect to any interest payment date to and including such interest payment date.

The Regular Record Date, for each Interest Payment Date, is the fifteenth day immediately preceding each interest payment date and if such date is not a Business Day, the next preceding day which is a Business Day.

Book-Entry Only System

The Series 2022 Bonds originally will be issued solely in book-entry form to The Depository Trust Company (“DTC”) or its nominee, Cede & Co., to be held in DTC’s book-entry only system. So long as such Series 2022 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2022 Bonds for all purposes of the Indenture, the Series 2022 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2022 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2022 Bonds, see “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.”

THE PROJECT

A portion of the proceeds of the Series 2022 Bonds will be used to finance the Project, which includes road, water and sewer system improvements and all related improvements, including but not limited to:

- Widening of Eagle Mountain Boulevard, an existing two-lane road, to four lanes with approximately 1.8 miles of new median. This project will also include the installation of a new sewer trunk line.
- Extension of an existing roadway (Mid Valley Road) approximately 1.3 miles which when completed will be a two-lane road and will provide an additional east/west transportation corridor to the City.
- Extension of an existing roadway (Airport Road) to provide alternate access from the City center to State Route 73 which when completed will consist of two travel lanes for approximately two miles.
- Replacement of existing waterlines which have experienced several water breaks along an existing roadway (Cedar Pass Drive).

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Series 2022 Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Series 2022 Bonds	\$ _____
[Net] Reoffering Premium.....	_____
Total Sources	<u>\$ _____</u>

Uses of Funds

Deposit to Series 2022 Construction Account.....	\$ _____
Costs of Issuance ⁽¹⁾	_____
Total Uses	<u>\$ _____</u>

⁽¹⁾ Includes Underwriter's discount, legal and Trustee fees and expenses, and other costs incurred in connection with the issuance of the Series 2022 Bonds.

DEBT SERVICE SCHEDULE

The following table sets forth the debt service requirements of the Series 2022 Bonds.

Fiscal Year Ending <u>June 30,</u>	<u>Principal*</u>	<u>Interest</u>	<u>Fiscal Total</u>
2023	\$905,000		
2024	685,000		
2025	720,000		
2026	755,000		
2027	795,000		
2028	835,000		
2029	875,000		
2030	920,000		
2031	965,000		
2032	1,015,000		
2033	1,065,000		
2034	1,120,000		
2035	1,175,000		
2036	1,230,000		
2037	1,295,000		
2038	1,360,000		
2039	1,415,000		
2040	1,470,000		
2041	1,530,000		
2042	<u>1,590,000</u>		
TOTAL	<u>\$21,720,000</u>		

* Preliminary; subject to change.
(Source: The Municipal Advisor.)

SECURITY FOR THE BONDS

Special, Limited Obligations

The Series 2022 Bonds are special, limited obligations of the City, payable solely from and secured solely by a pledge of the hereinafter defined Revenues, monies, securities and certain funds and accounts pledged therefor in the Indenture.

“Revenues” consist of 100% of the revenues received by the City from the Pledged Sales and Use Taxes levied by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended. No assurance can be given that the Revenues will remain sufficient for the payment of the principal or interest on the Series 2022 Bonds and the City is limited by State law in its ability to increase the rate of the Pledged Sales and Use Taxes. See “BONDHOLDERS’ RISKS” herein. The Series 2022 Bonds do not constitute a general obligation indebtedness, a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2022 Bonds or any portion thereof to secure payment of the Series 2022 Bonds.

The Indenture; Flow of Funds

To secure the timely payment of the principal of and interest on the Bonds, the City has pledged and assigned to the Trustee the Revenues and all moneys in the funds and accounts established by the Indenture. The Indenture establishes a Bond Fund, a Debt Service Reserve Fund [(which shall not be funded with respect to the Series 2022 Bonds)], and certain other funds and accounts.

The Revenues represent all amounts received by the City from the Pledged Sales and Use Taxes levied by the City. The Indenture provides that all Revenues shall be accounted for by the City separate and apart from all other moneys of the City. The Indenture provides that the Revenues shall be expended and used by the City only in the following manner and order of priority:

(a) So long as any Bonds are Outstanding and as a first charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, allocate to the Revenue Fund an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds (or, if the first Interest Payment Date is less than six (6) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the interest payable on the Bonds in equal monthly installments) on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) if principal is due on the Bonds within the next succeeding twelve (12) months, approximately one-twelfth of the Principal and premium, if any, falling due on the next succeeding Principal payment date established for the Bonds (or, if the first Principal payable on the Bonds is less than twelve (12) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the Principal payable on the Bonds in equal monthly installments); plus

(iii) if a Sinking Fund Installment is due on the Bonds within the next succeeding twelve (12) months, approximately one-twelfth of the Sinking Funding Installment falling due on the next succeeding Sinking Fund Installment payment date (or, if the first Sinking Fund Installment is less than twelve (12) months away, the Issuer shall allocate to the Revenue Fund an amount sufficient to total the first Sinking Fund Installment on the Bonds in equal monthly installments); plus

(iv) Administrative Costs which shall be paid by the City from time to time as they become due and payable.

The City shall transfer from the Revenue Fund or otherwise provide for allocation from Revenues to the Trustee for deposit to the Bond Fund at least fifteen days prior to each Interest Payment Date amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

(b) As a second charge and lien on the Revenues, the City shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, make transfers to the Trustee to fund the Debt Service Reserve Fund (if required) and the Reserve Instrument Fund as more fully described in the Indenture.

The Revenues remaining after the foregoing deposits and transfers in each month and not required to be used for remedying any deficiencies in payments previously made into the Funds established by the Indenture, may be used at any time for any other lawful purpose.

See “APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE—Application of Revenues,” herein.

Pledged Sales and Use Taxes

The Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the “Local Sales and Use Tax Act”), provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness. The local sales and use taxes discussed in this paragraph and received by the City are the Pledged Sales and Use Taxes from which Revenues are derived. See “BONDHOLDERS’ RISKS—Uncertainty of Economic Activity and Sales Tax Revenues” and “—Legislative Changes to Sales Tax Statutes” herein.

The local sales and use tax is levied in addition to a statewide sales and use tax (the “Statewide Tax”) which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Taxes. The County imposes sales and use taxes for public transportation and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales and Use Taxes. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 7.15%.

Local sales and use taxes, including the Pledged Sales and Use Taxes, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the

local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the “Minimum Distribution”) if such amount is greater than the 50/50 Distribution. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See “BONDHOLDERS’ RISKS—Legislative Changes to Sales Tax Statutes” herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Historical Revenues

A historical summary of the Pledged Sales and Use Taxes from the date of the City’s incorporation, through the fiscal year ended June 30, 2021 along with a preliminary estimate of fiscal year 2022 revenues, is shown below.

Historical Summary of Pledged Sales and Use Taxes

<u>Fiscal Year Ended June 30</u>	<u>Pledged Sales and Use Taxes</u>	<u>Percent Change from Prior Year</u>
2022 ⁽¹⁾	\$8,864,675	28.2%
2021	6,914,164	29.6
2020	5,333,067	22.8
2019	4,344,548	18.7
2018	3,659,450	16.6
2017	3,139,809	14.1
2016	2,751,058	11.0
2015	2,478,132	10.3
2014	2,246,317	9.4
2013	2,053,493	7.0
2012	1,918,612	—

⁽¹⁾ Preliminary estimate based on fiscal year 2022 budget and 8 months of actual data supporting the budget figure; subject to change.

(Source: Except as noted above, extracted from the City’s audited financial statements.)

As indicated above, the City received \$6,914,164 in Pledged Sales and Use Taxes for the fiscal year ended June 30, 2021. The 2021 Pledged Sales and Use Taxes provide projected coverage of approximately ____* times the estimated maximum annual debt service requirement for the Series 2022 Bonds, assuming that annual Revenues over the life of the Series 2022 Bonds are maintained at the fiscal year 2021 amount. See “BONDHOLDERS’ RISKS” herein for additional information.

The Largest Sales Taxpayers in the City

State law prohibits disclosure of information relating to specific payors of the Pledged Sales and Use Taxes in the City. However, with respect to the specific sources of Pledged Sales and Use Taxes for the last twelve months as of March 2022, approximately 72% of the Pledged Sales and Use Taxes came from the distribution from the State based upon the population of the City. The other approximately 28% came from sales occurring within the City. Of the 28% which was derived from sales occurring within the City, the largest taxpayer accounted for 13% of the sales

* Preliminary; subject to change.

occurring within the City while the top ten taxpayers combined accounted for 42% of the sales occurring within the City. Pledged Sales and Use Taxes related to those top ten taxpayers totaled \$1,187,474 or 12% of total Pledged Sales and Use Taxes for the last twelve months. Such taxpayers primarily include home improvement retailers, grocers, automobile dealers, and utilities.

[No] Debt Service Reserve Requirement

[There is no Debt Service Reserve Requirement for the Series 2022 Bonds and no Debt Service Reserve Account will be funded with respect to the Series 2022 Bonds.]

Additional Bonds

No additional indebtedness, bonds or notes of the City payable on a senior priority ahead of the Series 2022 Bonds out of Revenues shall be created or incurred with the prior written consent of the owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. Additional Bonds payable on a parity with the Series 2022 Bonds may be issued if the following requirements are met:

(a) No Event of Default under the Indenture shall have occurred and be continuing on the date of authentication of any Additional Bonds. This provision shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds plus the average annual installments due on any Reserve Instrument Repayment Obligations to be Outstanding following the issuance of the Additional Bonds; and

provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance) and/or (iii) any other lawful purpose of the City.

State Pledge of Nonimpairment

In accordance with Section 11-14-307 Utah Code Annotated 1953, as amended, the State pledges and agrees with the holders of the Bonds that it will not alter, impair or limit the sales taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Bonds until the Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Bonds.

The City notes that this provision has not been interpreted by a court of law and therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of all Pledged Sales and Use Taxes, or (iii) impact any other aspect of Pledged Sales and Use Taxes, cannot be predicted by the City.

EAGLE MOUNTAIN CITY

General

The City was incorporated December 3, 1996 and covers approximately 52.7 square miles. Prior to incorporation, the City consisted of two residential subdivisions and land predominantly used for agriculture. The City's population as of the 2020 U.S. Census was 43,623 people. The City notes, however, that it disagrees with the 2020 Census finding and estimates City population at 53,000 to 55,000. The City projects that its population will grow to 140,000 residents by the year 2050. The City is located in Utah County, 30 miles northwest of Provo City and approximately 40 miles southwest of Salt Lake City, Utah.

Form of Government

State statutes detail the functions to be performed by State municipalities. The City is organized under general law and governed by a mayor and five council members elected for staggered four-year terms. The mayor presides over all meetings. Department heads are full-time employees of the City and responsible for day-to-day operations within the policy framework of the governing body. Department heads report to the city administrator.

The principal powers and duties of State municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and to construct and maintain streets, sidewalks, waterworks and sewers. Municipalities may also operate electric, natural gas and telecommunications systems. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes and licensing procedures.

The mayor, city council members and officers of the City and their respective years of service in their current position are as follows:

<u>Office/Area</u>	<u>Person</u>	<u>Years of Service to the City</u>	<u>Expiration of Term</u>
Mayor	Tom Westmoreland	8	12/2025
Councilmember	Donna Burnham	12	12/2025
Councilmember	Colby Curtis	6	12/2023
Councilmember	Jared Gray	2	12/2023
Councilmember	Carolyn Love	2	12/2023
Councilmember	Brett Wright	(a)	12/2025
City Administrator	Paul Jerome	14	Appointed
Assistant City Administrator/ Community Development Director	Steve Mumford	[]	Appointed
Finance Director	Kimberly Ruesch	1	Appointed
City Recorder	Fionnuala Kofoed	19	Appointed

(a) Mr. Wright was elected in November 2021 and is serving his first term in office.

Employee Workforce and Retirement System

The City employs 91 full-time and 71 part-time/seasonal employees. The City contributes to the Utah Retirement Systems (URS), a multiple employer, cost-sharing, public employee retirement system. URS provides retirement benefits, annual cost of living adjustments, death benefits and refunds to plan members and beneficiaries

in accordance with retirement statutes established and amended by the State Legislature. The City also offers a deferred compensation plan.

At June 30, 2021, the City reported a net pension liability of \$161,316 related to its participation in URS. The net pension liability was measured as of December 31, 2020. Also see “APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2021—Notes to the Financial Statements, Note 10—State Retirement Plans” herein.

A copy of the most recent financial statements for URS may be found at the System’s website at www.urs.org.

Other Post-Employment Benefits

The City has conducted an investigation and has determined that it currently does not have any post-employment benefit liabilities.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Utah Local Governments Trust (a public entity risk pool). All claims are submitted to the Utah Local Governments Trust, which acts as a commercial insurer. The Trust is obligated to pay all claims covered by its plan. All claims are subject to a \$5,000 deductible. The deductible is accrued as a current liability when the claim is incurred. The Utah Local Governments Trust covers claims up to \$10,000,000. As of fiscal year-end June 30, 2021, the City has not incurred a claim in excess of its coverage for any of the past three fiscal years.

Investment of Funds

Investment of Operating Funds. *The Utah Money Management Act.* The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the “Money Management Act”), governs the investment of all public funds held by public treasurers in the State of Utah (the “State”). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying “top credit ratings.” The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the “Money Management Council”) to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer’s safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State’s prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. Approximately 60% of the City funds are invested in the Utah Public Treasurers’ Investment Fund (the “PTIF”), as discussed below.

All investments must comply with the Money Management Act and rules of the Money Management Council. The PTIF invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the PTIF is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

Investment activity of the PTIF is reviewed monthly by the State’s Money Management Council and audited by the State Auditor.

See “APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2021—Notes to the Financial Statements Note 1. Summary of Significant Accounting Policies” and “—Note 4—Cash Equivalents and Investments” herein.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The City prepares its government-wide financial statements based on proprietary fund accounting. All assets, liabilities and equity are recorded on the City’s balance sheet using full accrual accounting. All capital assets, including infrastructure, are capitalized and depreciated. Equity is comprised of contributed capital and retained earnings. The City prepares its governmental funds financial statements based on current financial resources measurement focus and the modified accrual basis of accounting.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by State law (the “Fiscal Procedures Act”). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the proprietary fund. The budget is to provide a complete financial plan for the budget (ensuing fiscal) year. The budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures.

On or before the first regularly scheduled meeting of the City Council in May of each year, the budget officer is required to submit to the Council the tentative budget for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budget. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the available revenue from non-property tax sources and the revenue from general property taxes. The tentative budget is then tentatively adopted by the Council, with any amendments or revisions that the Council deems advisable prior to the public hearing on the tentative budget. If the tax rate in the proposed budget exceeds the “certified tax rate,” the Council shall comply with the Property Tax Act, Chapter 2, Title 59, Utah Code Annotated 1953, as amended (the “Property Tax Act”) in adopting the budget. After public notice and hearing the tentative budget is adopted by the Council, subject to further amendment or revisions by the Council prior to adoption of the final budget.

On or before June 30 in each year, the final budget is adopted by the Council. The adopted final budget is subject to amendment by the Council during the fiscal year. Public notice and hearing are required in order to increase the budget total.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City for the succeeding tax year.

Financial Records and Statements

The City presently maintains its financial records on a July 1 to June 30 fiscal year basis. See APPENDIX A of this Official Statement for a copy of the City’s audited financial statements for the fiscal year ending June 30, 2021.

Five-Year Financial Summaries

The summaries contained herein were extracted from the City's audited annual financial reports for the fiscal years ended June 30, 2017, through June 30, 2021. The summaries are unaudited.

EAGLE MOUNTAIN CITY
Statement of Net Position
Governmental Activities
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
ASSETS					
Cash and Cash Equivalents	\$39,189,155	\$24,000,107	\$9,510,801	\$10,098,328	\$8,423,091
Restricted cash and cash equivalents	5,990,067	8,937,346	6,137,793	5,071,780	5,436,170
Investments	3,305,493	3,281,558	—	—	—
<i>Accounts receivable:</i>					
Customers (net of allowance)	845,224	778,254	4,614,327	121,687	328,789
Intergovernmental	419,703	988,657	300,679	1,432,877	275,489
Assessments receivable	521,700	768,683	793,549	1,286,239	1,591,763
Taxes receivable	3,618,435	3,194,553	2,473,767	2,206,728	1,983,179
Notes receivable	2,618,626	2,618,626	3,055,718	1,710,000	—
Internal balances	(1,769,138)	(1,380,744)	(1,169,137)	(469,224)	(423,781)
<i>Capital assets (net):</i>					
Land	6,682,458	6,682,458	6,469,999	6,469,999	6,469,999
Buildings	3,228,542	3,333,037	3,342,725	3,439,204	3,292,174
Improvements	4,844,589	5,047,835	5,023,606	4,099,336	3,260,849
Equipment and systems	3,000,701	2,378,703	2,176,204	1,076,901	1,215,163
Infrastructure	86,718,199	81,260,865	66,715,069	63,420,916	60,747,306
Construction in progress	<u>16,290,198</u>	<u>9,705,156</u>	<u>6,180,482</u>	<u>555,366</u>	<u>3,199,629</u>
Total assets	<u>175,503,952</u>	<u>151,595,094</u>	<u>115,625,582</u>	<u>100,520,137</u>	<u>95,799,820</u>
DEFERRED OUTFLOWS OF RESOURCES					
Pension related costs	<u>531,802</u>	<u>491,158</u>	<u>839,867</u>	<u>762,190</u>	<u>728,191</u>
Total deferred outflow of resources	<u>531,802</u>	<u>491,158</u>	<u>839,867</u>	<u>762,190</u>	<u>728,191</u>
LIABILITIES					
Accts payable and accrued liabilities	3,427,836	3,478,649	4,427,062	2,909,401	2,471,275
Deposits	12,756,531	11,671,910	7,371,553	5,798,565	4,184,082
Bond interest payable	31,099	7,842	7,877	8,122	10,059
Unearned revenue	—	1,222,528	715,694	410,293	480,316
<i>Long-term liabilities:</i>					
Due within one year	334,111	471,765	77,759	70,911	187,176
Due in more than one year	<u>2,611,997</u>	<u>3,504,616</u>	<u>2,683,142</u>	<u>2,112,035</u>	<u>2,696,908</u>
Total liabilities	<u>19,161,575</u>	<u>20,357,310</u>	<u>15,283,087</u>	<u>11,309,327</u>	<u>10,029,816</u>
DEFERRED INFLOWS OF RESOURCES					
Pension related costs	874,852	451,234	105,478	734,104	406,486
Deferred property taxes levied for future years	<u>1,918,719</u>	<u>1,847,363</u>	<u>1,478,422</u>	<u>1,332,173</u>	<u>1,199,441</u>
Total deferred inflow of resources	<u>2,793,571</u>	<u>2,298,597</u>	<u>1,583,900</u>	<u>2,066,277</u>	<u>1,605,927</u>
NET POSITION					
Net Investment in Capital Assets	119,838,195	105,517,474	88,966,275	77,979,425	76,834,279
Restricted - Special Assessments	1,209,565	—	—	—	—
Restricted - Impact fees	4,740,613	5,629,857	2,712,487	2,061,683	1,107,530
Unrestricted	<u>28,292,235</u>	<u>18,283,015</u>	<u>7,919,700</u>	<u>7,865,614</u>	<u>6,950,460</u>
Net Position	<u>\$154,080,608</u>	<u>\$129,430,346</u>	<u>\$99,598,462</u>	<u>\$87,906,722</u>	<u>\$84,892,269</u>

(Source: This summary of financial information has been taken from the City's audited financial statements for the years 2017-2021. This summary has not been audited.)

EAGLE MOUNTAIN CITY
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
REVENUES					
Taxes	\$11,643,141	\$8,930,414	\$7,161,845	\$6,289,512	\$5,694,480
Licenses and permits	10,434,703	5,939,075	4,745,362	3,454,239	2,895,474
Intergovernmental	3,925,438	2,201,184	1,405,771	1,400,423	1,322,460
Charges for services	1,556,615	1,428,648	1,322,633	1,273,761	1,288,452
Miscellaneous	<u>199,257</u>	<u>1,331,680</u>	<u>2,239,240</u>	<u>1,260,883</u>	<u>640,324</u>
Total revenues	27,759,154	19,831,001	16,874,851	13,678,818	11,841,190
EXPENDITURES					
<i>Current</i>					
General government	4,147,767	3,455,632	3,028,123	2,935,520	2,750,887
Public safety	3,918,627	3,024,814	2,688,014	2,550,530	2,332,378
Public works	5,609,831	4,699,212	4,681,423	4,196,039	3,115,775
Planning & zoning	517,105	447,889	469,353	492,349	487,486
Community development	2,265,984	2,043,810	1,918,069	1,981,619	1,171,572
Debt service:					
Principal retirement	77,319	—	—	—	—
Interest and fiscal charges	<u>3,681</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total expenditures	<u>16,540,314</u>	<u>13,671,357</u>	<u>12,784,982</u>	<u>12,156,057</u>	<u>9,858,098</u>
Excess of revenues over (under) expenditures	<u>11,218,840</u>	<u>6,159,644</u>	<u>4,089,869</u>	<u>1,522,761</u>	<u>1,983,092</u>
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	336,983	—	—	—	—
Proceeds from capital lease	257,732	—	—	—	—
Transfers In	351,840	—	—	140,227	91,023
Transfers Out	<u>—</u>	<u>(6,000,000)</u>	<u>(3,462,732)</u>	<u>(1,760,000)</u>	<u>(2,001,387)</u>
Total Other Financing Sources (Uses)	<u>946,555</u>	<u>(6,000,000)</u>	<u>(3,462,732)</u>	<u>(1,619,773)</u>	<u>(1,910,364)</u>
Net change in fund balance	12,165,395	159,644	627,137	(97,012)	72,728
Fund balance - beginning of year	3,649,092	3,489,448	2,862,311	2,959,323	3,070,888
Restatement of net position ^(a)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(184,293)</u>
Fund balance - end of year	<u>\$15,814,487</u>	<u>\$3,649,092</u>	<u>\$3,489,448</u>	<u>\$2,862,311</u>	<u>\$2,959,323</u>

(a) The restatement of net position in fiscal year 2017 was due to certain bond proceeds being incorrectly recorded as revenue when the reimbursements were submitted in subsequent years.

(Source: This summary of financial information has been taken from the City's audited financial statements for the years 2017-2021. This summary has not been audited.)

EAGLE MOUNTAIN CITY
Balance Sheet
Governmental Funds – General Fund
(This summary has not been audited.)

	<u>Fiscal Year Ended June 30,</u>				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
ASSETS:					
Cash and Cash Equivalents	\$26,987,087	\$15,646,047	\$7,967,006	\$9,017,329	\$7,373,930
Receivables (net):					
Accounts	797,022	740,418	4,614,327	121,687	284,482
Taxes	3,413,078	3,049,003	2,473,767	2,206,728	1,983,179
Intergovernmental	<u>419,703</u>	<u>988,657</u>	<u>300,679</u>	<u>1,432,877</u>	<u>275,489</u>
Total assets	<u>\$31,616,890</u>	<u>\$20,424,125</u>	<u>\$15,355,779</u>	<u>\$12,778,621</u>	<u>\$9,917,080</u>
LIABILITIES, DEFERRED INFLOWS & FUND BALANCES					
Liabilities					
Accounts payable & accrued liabilities	1,304,926	2,158,458	2,311,649	2,349,358	1,068,632
Deposits	12,756,531	11,671,910	7,371,553	5,798,565	4,184,082
Deferred revenue	—	<u>1,222,528</u>	<u>715,694</u>	<u>410,293</u>	<u>480,316</u>
Total liabilities	<u>14,061,457</u>	<u>15,052,896</u>	<u>10,398,896</u>	<u>8,558,216</u>	<u>5,733,030</u>
Deferred Inflows of Resources					
Deferred property taxes levied for future years	1,713,362	1,701,813	1,445,422	1,332,173	1,199,441
Deferred property taxes-delinquent	<u>27,584</u>	<u>20,324</u>	<u>22,013</u>	<u>25,921</u>	<u>25,286</u>
Total deferred inflows of resources	<u>1,740,946</u>	<u>1,722,137</u>	<u>1,467,435</u>	<u>1,358,094</u>	<u>1,224,727</u>
Fund Balances:					
Capital projects	1,859,802	—	—	—	—
Unassigned	<u>13,954,685</u>	<u>3,649,092</u>	<u>3,489,448</u>	<u>2,862,311</u>	<u>2,959,323</u>
Total fund balance	<u>15,814,487</u>	<u>3,649,092</u>	<u>3,489,448</u>	<u>2,862,311</u>	<u>2,959,323</u>
Total liabilities, deferred inflows & fund balances	<u>\$31,616,890</u>	<u>\$20,424,125</u>	<u>\$15,355,779</u>	<u>\$12,778,621</u>	<u>\$9,917,080</u>

(Source: This summary of financial information has been taken from the City's audited financial statements for the years 2017-2021. This summary has not been audited.)

DEBT STRUCTURE OF THE CITY

Outstanding Municipal Debt of the City (as of April 1, 2022)

Sales Tax Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Balance Outstanding</u>
2022 ⁽¹⁾	Road, Water & Sewer Improvements	\$21,720,000*	February 1, 2042*	<u>\$21,720,000*</u>

⁽¹⁾ For purposes of this Official Statement the Series 2022 Bonds will be considered outstanding.
 * Preliminary; subject to change.

Water and Sewer Revenue Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Balance Outstanding</u>
2008	Sewer Improvements	\$6,665,000	November 15, 2029	\$3,257,000
2013	Water Improvements	2,536,000	May 15, 2034	1,685,000
2014	Refunding	9,685,000	November 15, 2031	9,380,000
2018A	Refunding	3,690,000	November 15, 2025	1,845,000
2018B	Sewer Improvements	1,283,000	December 1, 2048	<u>1,210,000</u>
Total				<u>\$17,377,000</u>

Special Assessment Bonds

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Current Balance Outstanding</u>
2013	SAA 2013	\$2,400,000	May 1, 2033	<u>\$595,000</u>

Other Financial Considerations

The City also has outstanding a loan from the Utah State Infrastructure Bank for road improvements (the “USIB Loan”), which as of June 30, 2021 was outstanding in the total principal amount of [\$1,645,553]. The USIB Loan has a final maturity of December 2029. As of June 30, 2021, the City also had two capital leases outstanding in the amount of \$298,108.

Future Debt Plans

[The City does not have any current plans to issue Additional Bonds on a parity with the Series 2022 Bonds within the next three years, but reserves the right to do so as its capital needs require. The City anticipates the issuance of a series of water and sewer revenue bonds in the amount of approximately \$7 million dollars within the next three years.]

No Defaulted Bonds

The City has never failed to pay principal and interest when due on its outstanding bonded indebtedness or any other obligations.

BONDHOLDERS' RISKS

The purchase of the Series 2022 Bonds involves certain investment risks that are discussed throughout this Official Statement. No prospective purchaser of the Series 2022 Bonds should make a decision to purchase any of the Series 2022 Bonds without first reading and considering the entire Official Statement, including all Appendices, and making an independent evaluation of all such information. Certain of those investment risks are described below. The list of risks described below is not intended to be definitive or exhaustive and the order in which the following factors are presented is not intended to reflect the relative importance of any such risks

Uncertainty of Economic Activity and Sales Tax Revenues

The amount of Pledged Sales and Use Taxes to be collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less Pledged Sales and Use Taxes than anticipated. During periods in which economic activity declines, Pledged Sales and Use Taxes are likely to fall as compared to an earlier year. In addition, Pledged Sales and Use Taxes are dependent on the volume of the transactions subject to the tax. From time to time, proposals have been made by the Utah State Legislature (the "State Legislature") to add or remove certain types of purchases from the sales tax and the State (like many other states) has recognized the potential reduction in sales tax revenues because of purchases made through the internet and other non-traditional means. The City cannot predict what impact these issues may have on the Pledged Sales and Use Taxes it receives.

COVID-19

[Since its emergence in December 2019, a strain of coronavirus commonly known as COVID-19 has altered the behavior of businesses and people in a manner that has caused volatility and uncertainty in global, state and local economies. COVID-19 has spread throughout the world, including the United States and the State, and has been characterized by the World Health Organization as a pandemic. State and local governments, including the State, announced orders, recommendations and other measures intended to limit the size of public gatherings and regulate public spaces including bars, restaurants, health clubs and movie theaters, and instituted travel restrictions, all intended to minimize interpersonal contact and slow the spread of COVID-19. Currently, all statewide COVID-19 restrictions and mask mandates have expired. The State provides updates on information relating to COVID-19 and related developments in the State on its website, coronavirus.utah.gov.

The financial and operating data contained herein speaks only as of the dates indicated and may be for periods prior to the economic impact of COVID-19 and the measures instituted in response. Accordingly, such data may not be indicative of the current financial condition or future prospects of the City.

While the City does not currently anticipate that ongoing effects of the COVID-19 will have a detrimental effect of the Pledged Sales and Use Taxes or the City's ability to pay debt service on the Series 2022 Bonds, the City cannot predict what impact the pandemic will ultimately have on future collections of the Pledged Sales and Use Taxes and City operations.]

Continuing Inflation

The State, like the rest of the nation, has recently experienced significant increases in costs of food and energy, in addition to associated wage and salary pressures. Although some of these costs might dissipate as the public health crisis subsides, many of these increases costs do not appear to be COVID-19-related. Rather, the City anticipates that inflation, particularly in wages, food, and energy prices, will continue for the foreseeable future. The City does not have the ability to increase the rate of the Pledged Sales and Use Taxes. That power resides with the State Legislature. The inability of the City to increase the rate of the Pledged Sales and Use Taxes to keep pace with inflation could adversely affect the amount of Revenues which could impact the ability of the City to pay debt service on the Series 2022 Bonds. The City cannot predict the extent of inflationary pressures on the Revenues.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Sales and Use Taxes at some point in the future. Consequently, no assurance can be given that the Revenues from Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Bonds, and the City is limited by State law in its ability to increase the rate of such taxes.

Limitation on Increasing Rates for Pledged Sales and Use Taxes

The City currently levies the maximum rate allowed under Utah law for the Pledged Sales and Use Taxes. No assurance can be given that the Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Series 2022 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

The Series 2022 Bonds are Limited Obligations

The Series 2022 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Series 2022 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2022 Bonds or any portion thereof to secure payment of the Series 2022 Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not experienced a successful cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the City's information systems are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber liability.

CONTINUING DISCLOSURE

The City has undertaken for the benefit of the Owners and the beneficial owners of the Series 2022 Bonds to provide certain annual financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") and the City has undertaken for the benefit of the Owners and beneficial owners of the Series 2022 Bonds to provide notice of certain material events to the MSRB all in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"). See APPENDIX D attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking (the "Disclosure Undertaking") that will be executed by the City.

[The City recently determined that certain event notices and annual information required by its disclosure undertakings were not timely or properly filed. For example, certain operating data required by its disclosure undertakings for the City's water and sewer revenue bonds was inadvertently omitted. In January 2018, the City filed amended reports for fiscal years 2013, 2015, 2016, and 2017 which included all the required information. The City has adopted written procedures regarding continuing disclosure to ensure compliance with its outstanding continuing disclosure undertakings.]

A failure by the City to comply with the Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Bonds are limited to the remedies described in the Disclosure Undertaking. A failure by the City to comply with the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2022 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2022 Bonds and their market price.

LEGAL MATTERS

General

All legal matters incident to the authorization and issuance of the Series 2022 Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Cohne Kinghorn, P.C. The approving opinion of Bond Counsel will be delivered with the Series 2022 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX E of this Official Statement will be made available upon request from the Trustee.

Absence of Litigation

A non-litigation opinion is expected to be provided by Cohne Kinghorn, P.C., as legal counsel to the City, dated the date of closing, stating, among other things that there is no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization, or existence of the City; or the titles of its officers to their respective offices; or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2022 Bonds; or for the purpose of restraining or enjoining the levy and collection of taxes, Revenues, or assessments by the City; or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2022 Bonds are issued; or the validity of the Series 2022 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2022 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2022 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2022 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2022 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2022 Bonds:

Federal Tax Exemption. The interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2022 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2022 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2022 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2022 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds.

State of Utah Tax Exemption. The interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2022 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2022 Bond over its issue price. The stated redemption price at maturity of a Series 2022 Bond is the sum of all payments on the Series 2022 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2022 Bond is generally the first price at which a substantial amount of the Series 2022 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2022 Bond during any accrual period generally equals (1) the issue price of that Series 2022 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2022 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2022 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2022 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2022 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2022 Bond is the sum of all payments on the Series 2022 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2022 Bond is generally the first price at which a substantial amount of the Series 2022 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2022 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2022 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2022 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2022 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2022 Bond, an owner of the Series 2022 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2022 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2022 Bond. To the extent a Series 2022 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2022 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2022 Bonds, and to the proceeds paid on the sale of the Series 2022 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2022 Bonds should be aware that ownership of the Series 2022 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2022 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2022 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2022 Bonds, including the possible application of state, local, foreign and other tax laws.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as underwriter of the Series 2022 Bonds (the "Underwriter") has agreed, subject to certain conditions, to purchase all of the Series 2022 Bonds from the City at an aggregate purchase price of \$_____ (representing the par amount of the Series 2022 Bonds of \$_____, plus a [net] reoffering premium of \$_____ and less an underwriting discount of \$_____). The Underwriter has advised the City that it intends to make a public offering of the Series 2022 Bonds at the prices set forth on the inside cover page hereof. Such prices may be changed from time to time by the Underwriter. The Underwriter may offer and sell Series 2022 Bonds to certain dealers (including dealers depositing Series 2022 Bonds into investment trusts) and others at prices lower than the offering prices stated on the cover page hereof. Although the Underwriter expects to maintain a secondary market in the Series 2022 Bonds after the initial offering, no assurance can be made that such a market will develop or be maintained by the Underwriter or others.

MUNICIPAL ADVISOR

The City has entered into an agreement with Lewis Young Robertson & Burningham, Inc., Salt Lake City, Utah (the "Municipal Advisor") whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to timing of sale, bond market conditions, costs of issuance and other factors relating to the sale of the Series 2022 Bonds. The Municipal Advisor has read and participated in the drafting of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2022 Bonds.

BOND RATING

[S&P Global Ratings (“S&P”)], has assigned its municipal bond rating of “_____” to the Series 2022 Bonds.

Such ratings assigned to the Series 2022 Bonds do not constitute a recommendation by the rating agency to buy, sell or hold the Series 2022 Bonds. Such ratings reflect only the view of such organization delivering the same and any desired explanation of the significance of such ratings should be obtained from that rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own.

There is no assurance that any rating assigned to the Series 2022 Bonds will be maintained for any period of time or that such rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2022 Bonds.

MISCELLANEOUS

Independent Accountants

The general purpose financial statements of the City as of June 30, 2021 and for the year then ended, included in this Official Statement, have been audited by Gilbert & Stewart, CPA, PC, Provo, Utah (“Gilbert & Stewart”), as stated in its report in APPENDIX A to this Official Statement. Gilbert & Stewart has not been asked to consent to the use of its name and audited financial statements in this Official Statement.

Additional Information

All quotations contained herein from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State, court decisions, and the Indenture do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

This Preliminary Official Statement is in a form “deemed final” by the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the City.

EAGLE MOUNTAIN CITY, UTAH

APPENDIX A

**AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

APPENDIX B

EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE

The following extracts briefly outline certain provisions contained in the Indenture and are not to be considered as a full statement thereof. Reference is made to the Indenture for full details of all the terms thereof, of the Series 2022 Bonds, the security provisions appertaining thereof, and the application of the Revenues and the definition of any terms used but not defined in this Official Statement.

Definitions

“Accreted Amount” means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

“Act” means, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code, each to the extent applicable.

“Additional Bonds” means all Bonds issued under the Indenture other than the Initial Bonds.

“Administrative Costs” means all Security Instrument Costs, Reserve Instrument Costs and Rebutable Arbitrage.

“Aggregate Annual Debt Service Requirement” means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

“Authorized Amount” means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

“Authorized Representative” means the Mayor, City Administrator, or the Finance Director of the Issuer or any other officer of the Issuer certified in writing to the Trustee by the Issuer.

“Average Aggregate Annual Debt Service Requirement” means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

“Bond Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Bond Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

“Bond Fund Year” means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

“Bondholder,” “Bondowner,” “Registered Owner” or “Owner” means the registered owner of any Bonds authorized in the Indenture according to the registration books of the Issuer maintained by the Trustee as Registrar.

“Bonds” means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to the Indenture, including the Initial Bonds and any Additional Bonds.

“Build America Bonds” means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a “qualified bond” under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Business Day” means any day (i)(a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

“Capital Appreciation Bonds” means Bonds, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds and (ii) is payable upon maturity or prior redemption of such Bonds.

“City Recorder” means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

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

“Commercial Paper Program” means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

“Construction Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Construction Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

“Cost” or “Costs” or “Cost of Completion,” or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

- (a) amounts payable to contractors and costs incident to the award of contracts;
- (b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;
- (c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;
- (d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (e) interest expenses, including interest on the Series of Bonds relating to a Project;
- (f) printing, engraving and other expenses of financing, including fees of financial rating services and other costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));
- (g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;
- (i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;
- (j) cost of site improvements performed by the Issuer in anticipation of a Project;

(k) moneys necessary to fund the Funds created under the Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued under the Indenture of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as provided in the Indenture, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, “Cost” includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

“Cross-over Date” means, with respect to Cross-over Refunding Bonds, the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds or other obligations refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Current Interest Bonds” means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

“Debt Service” means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of issuing Additional Bonds under the Indenture,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations, as shall be established for this purpose in the opinion of the Issuer’s

financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise); and

(5) When calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations.

"Debt Service Reserve Fund" means the Eagle Mountain City, Utah Sales Tax Revenue Debt Service Reserve Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds issued pursuant to the Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (a) ten percent (10%) of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds two percent (2%) of original Principal, then determined on the basis of initial purchase price to the public), (b) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (c) one hundred twenty-five percent (125%) of the average annual Debt Service for such

Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to the Indenture (the “Prior Bonds”), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two (2) Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as provided in the Indenture or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

“Direct Obligations” means noncallable Government Obligations.

“Escrowed Interest” means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of refunding bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

“Event of Default” means with respect to any default or event of default under the Indenture any occurrence or event specified in and defined by the Indenture.

“Fitch” means Fitch Ratings.

“Governing Body” means the City Council of the Issuer.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market;
- (c) Zero Coupon United States Treasury Bonds; and
- (d) Any other direct obligations of or obligations fully and unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as “REFCORP strips”).

“Indenture” means the General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of the Indenture.

“Initial Bonds” means the first Series of Bonds issued under the Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Issuer” means Eagle Mountain City, Utah and its successors.

“Mayor” means the Mayor of the Issuer or any successor to the duties of such office.

“Moody’s” means Moody’s Investors Service, Inc.

“Outstanding” or “Bonds Outstanding” means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under the Indenture, except:

- (a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to the Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered under the Indenture, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

“Owner(s)” or “Registered Owner(s)” means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to the Indenture.

“Paired Obligations” means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to the Indenture, and any additional or successor paying agent appointed pursuant to the Indenture.

“Principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case “Principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

“Principal Corporate Trust Office” means, with respect to the Trustee, the office of the Trustee at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, or such other or additional offices as may be specified by the Trustee.

“Principal Installment” means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

“Project” means the acquisition, construction, and/or improvement of capital facilities, equipment and/or improvements financed or refinanced with a Series of Bonds that qualifies as an appropriate use for the Revenues.

“Put Bond” means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Put Bond and designating it as a “Put Bond.”

“Qualified Investments” means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer’s Home Administration; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA’s);

(c) Money market funds rated “AAAm” or “AAAm-G” or better by S&P and/or the equivalent rating or better by Moody’s (if so rated), including money market funds from which the Trustee or its affiliates receive fees for investment advisory services to such funds;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s or “A-1+” by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences or indebtedness rated “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S & P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer’s Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

“Rating Agency” means Fitch, Moody’s or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued under the Indenture at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

“Rating Category” or “Rating Categories” mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

“Rebatable Arbitrage” means with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to any Series of Bonds where the interest thereon is intended to be excludable from gross income for federal income tax purposes, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial rebate calculation date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

“Rebate Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Rebate Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

“Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to the Indenture, and any additional or successor registrar appointed pursuant to the Indenture.

“Regular Record Date” means the fifteenth day immediately preceding each Interest Payment Date.

“Regulations,” and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto.

“Remarketing Agent” means the remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

“Repayment Obligations” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant to the Indenture under all Reserve Instruments.

“Reserve Instrument Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Reserve Instrument Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the applicable Series of Bonds.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“Revenue Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Fund created in the Indenture to be held by the Issuer and administered pursuant to the Indenture.

“Revenues” means (i) 100% of the Sales and Use Tax [add franchise taxes, if applicable,] and (ii) Direct Payments.

“S&P” means S&P Global Ratings.

“Sales and Use Tax” means 100% of the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and

other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of the Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means the Eagle Mountain City, Utah Sales Tax Revenue Sinking Fund Account of the Bond Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with the Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any supplemental indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of the Indenture.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

“Trustee” means U.S. Bank Trust Company, National Association, or any successor corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee under the Indenture.

“Utah Code” means Utah Code Annotated 1953, as amended.

“Variable Rate Bonds” means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

Indenture to Constitute Contract

In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued under the Indenture by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by the Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant to the Indenture, the Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in the Indenture and the covenants and agreements in the Indenture set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance and delivery or maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by the Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Execution; Limited Obligation

The Bonds shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created under the Indenture (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee under the Indenture (except the Rebate Fund) and the Issuer pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized under the Indenture or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

Nonpresentation of Bonds

Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under the Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section are subject to the provisions of Title 67, Chapter 4a, Utah Code.

Covenant Against Creating or Permitting Liens

Except for the pledge of Revenues to secure payment of the Bonds and Repayment Obligations under the Indenture, the Revenues are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained in the Indenture shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinated to that of the Bonds and Repayment Obligations.

Use of Construction Fund

(a) So long as an Event of Default shall not have occurred and be continuing, and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three (3) Business Days (or within such longer period as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Construction Fund or to inquire into the purposes for which disbursements are being made from the Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to paragraph (c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund, to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay principal and interest on the Bonds at any time in the event of a payment default under the Indenture.

Use of Bond Fund

- (a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:
 - (i) accrued interest received upon the issuance of any Series of Bonds shall be deposited into the Bond Fund;
 - (ii) all moneys payable by the Issuer as specified in the Indenture shall be deposited into the Bond Fund;
 - (iii) any amount in the Construction Fund to the extent required by the Indenture upon completion of a Project or pursuant to subparagraph (g) under “Use of Construction Fund”;
 - (iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in the Indenture; and
 - (v) all other moneys received by the Trustee in the Indenture when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.
- (b) Except as provided elsewhere in the Indenture and as provided in this Section and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:
 - (i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;
 - (ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and
 - (iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds.

The Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (i) all Bonds issued under the Indenture (or after provision has been made for the payment thereof as provided in the Indenture so that such Bonds are no longer Outstanding), (ii) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms, and (iii) all fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid under the Indenture or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement, all amounts remaining in the Bond Fund shall be paid to the Issuer.

Use of Sinking Fund Account

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant to the Indenture, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Use of Debt Service Reserve Fund

Except as otherwise provided in this Section and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof or (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any bond insurer or other Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section, the Issuer is required, pursuant to the Indenture and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in the Indenture.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to Bonds for which such Reserve Instrument was obtained.

Use of Reserve Instrument Fund

There shall be paid into the Reserve Instrument Fund the amounts required by the Indenture and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement. The Issuer may, upon obtaining an approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit on the Debt Service Reserve Fund with a Reserve Instrument and use such amounts for the related Project or to pay principal on the related Bonds.

Use of Rebate Fund

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by the Indenture and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by the Indenture.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of the Indenture. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as Build America Bonds.

Investment of Funds

Any moneys in the Bond Fund, the Construction Fund, the Rebate Fund, the Reserve Instrument Fund and the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as provided in the Indenture. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with the Indenture. All moneys in the Revenue Fund may at the discretion of the Issuer be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of the Indenture. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grants the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee under the Indenture.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Trust Funds

All moneys and securities received by the Trustee under the provisions of the Indenture shall be trust funds under the terms of the Indenture and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions of the Indenture. Except as provided otherwise in the Indenture, unless and until disbursed pursuant to the terms of the Indenture, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable under the Indenture.

Method of Valuation and Frequency of Valuation

In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a

withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

General Covenants

The Issuer covenants and agrees with each and every Registered Owner of the Bonds issued under the Indenture and Reserve Instrument Provider as follows:

(a) While any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the Bonds and or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in any way jeopardize the timely payment of principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) The outstanding Bonds to which the Revenues of the Issuer have been pledged as the sole source of payment shall not at any one time exceed an amount for which the average Aggregate Annual Debt Service Requirement of the Bonds will exceed eighty percent (80%) of the Revenues to be received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the Resolution authorizing the applicable Series of Bonds is adopted.

(c) Each Registered Owner, Security Instrument Issuer, and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided in the Indenture, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer, and Reserve Instrument Provider.

First Lien Bonds; Equality of Liens

The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments; it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established by the Indenture, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected by the Indenture to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Payment of Principal and Interest

The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued under the Indenture, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, the Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning of the Indenture and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve

Instrument Repayment Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created under the Indenture or the income from the temporary investment thereof), which Revenues are specifically pledged and assigned by the Indenture to the payment thereof in the manner and to the extent specified in the Indenture, and nothing in the Bonds, the Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Performance of Covenants; Issuer

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Indenture, and in any and every Bond, Security Instrument Agreement, and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized by the Indenture and to execute the Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of the Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

List of Bondholders

The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Designation of Additional Paying Agents

The Issuer covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds under the Indenture, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created under the Indenture or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust under the Indenture, or at the principal corporate trust office of said alternate paying agents.

Tax Exemption of Bonds

The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to the Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in the Indenture as “tax-exempt Bonds.” Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued under the Indenture to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer’s Mayor and City Recorder are authorized and directed by the Indenture to execute such certificates as shall be necessary to establish that tax-exempt Bonds or Build America Bonds issued under the Indenture are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused

the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued under the Indenture to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, and (iii) to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds issued under the Indenture.

Expeditious Construction

The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Instruments of Further Assurance

The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes of the Indenture; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Covenant of State of Utah

In accordance with Section 11-14-(307)(3), Utah Code Annotated 1953, as amended, the State of Utah pledges and agrees with the Owners of the Bonds and all Reserve Instrument Providers that it will not alter, impair or limit the taxes included in the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged in the Indenture until the Bonds, together with applicable interest, and all Reserve Instrument Repayment Obligations, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Owners of the Bonds.

Events of Default

Each of the following events is declared an “Event of Default” under the Indenture:

- (a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or
- (b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund under the Indenture or otherwise; or
- (c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations under the Indenture; or
- (d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been

entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Indenture or any Supplemental Indenture on the part of the Issuer to be performed, other than as set forth above in the Section, and such Event of Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding under the Indenture; or

(j) the occurrence of any event specified in a Supplemental Indenture as constituting an Event of Default.

Remedies; Rights of Registered Owners

Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to the Indenture, may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer under the Indenture including the right to require the Issuer to make monthly deposits to the Bond Fund in the amounts set forth in the Indenture.

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such

remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default under the Indenture, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Right of Registered Owners to Direct Proceedings

Anything to the contrary notwithstanding in the Indenture, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Moneys

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of the Indenture, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Remedies Vested in Trustee

All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Rights and Remedies of Registered Owners

Except as provided in the Indenture, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy under the Indenture, unless an Event of Default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by said Indenture it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in the Indenture nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted in the Indenture, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are declared by the Indenture in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing contained in the Indenture shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued under the Indenture held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Termination of Proceedings

In case the Trustee, any Registered Owner, or any Security Instrument Issuer shall have proceeded to enforce any right under the Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights under the Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Waivers of Events of Default

Subject to other provisions of the Indenture, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default under the Indenture and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any Bonds at the date that a Principal Installment is due or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Cooperation of Issuer

In the case of any Event of Default under the Indenture, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

Fees, Charges and Expenses of Trustee

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee under the Indenture and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as provided in the Indenture. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under the Indenture will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Intervention by Trustee

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under the Indenture are subject to the approval of a court of competent jurisdiction.

Resignation by the Trustee

The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer, and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in the Indenture; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Removal of the Trustee

The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth in the Indenture.

Appointment of Successor Trustee by Registered Owners; Temporary Trustee

In case the Trustee under the Indenture shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting under the Indenture, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer or if an Event of Default exists by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of the Indenture or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000.

Each Reserve Instrument Provider and Security Instrument Provider shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Trustee's Right to Own and Deal in Bonds

The bank or trust company acting as Trustee under the Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own hold and deal in any of the Bonds issued under the Indenture and secured by the Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under the Indenture.

Supplemental Indentures Not Requiring Consent of Registered Owners or Reserve Instrument Providers

The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, enter into an indenture or indentures supplemental to the Indenture, as shall not be inconsistent with the terms and provisions of the Indenture, for any one or more of the following purposes:

- (a) To provide for the issuance of Additional Bonds in accordance with the Indenture;
- (b) To cure any ambiguity or formal defect or omission in the Indenture;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;

(d) To subject to the Indenture additional Revenues or other revenues, properties, collateral or security;

(e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established under the Indenture to the United States of America;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(k) To correct any references contained in the Indenture to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references in the Indenture are correct.

Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners

Exclusive of Supplemental Indentures covered by the immediately preceding Section and subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions of the Indenture or of any indenture supplemental to the Indenture; provided, however, that nothing in the Indenture shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of

paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established under the Indenture applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement to the Indenture shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in the immediately preceding Section, neither the Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

Discharge of Indenture

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due under the Indenture at the times and in the manner stipulated in the Indenture, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions of the Indenture, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due accordingly to the provisions of any Security Instrument Agreements or Reserve Instrument Agreements, as applicable, then these presents and the estate and rights granted by the Indenture shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien of the Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of the Indenture when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid under the Indenture, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Indenture);
- (b) directing the Trustee to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to the Indenture; and
- (c) directing the Trustee to mail, as soon as practicable, in the manner prescribed by the Indenture, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by the Indenture has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which

moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in the Indenture.

Any moneys so deposited with the Trustee as provided in the Indenture may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as set forth in the Indenture, and all income from all Direct Obligations in the hands of the Trustee pursuant to the Indenture which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

No such deposit under the Indenture shall be made or accepted under the Indenture and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any other provision of the Indenture, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in the Indenture to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to the Indenture for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of the Indenture shall be made without the consent of the Registered Owner of each Bond affected thereby.

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND UTAH COUNTY

THE CITY

Population

<u>Year</u>	<u>Population</u>	<u>Percent Change</u>
2020 Census	43,623	13.6%
2019 Estimate	38,391	8.0
2018 Estimate	35,556	10.7
2017 Estimate	32,114	11.2
2016 Estimate	28,878	6.8
2015 Estimate	27,035	4.3
2014 Estimate	25,919	5.5
2013 Estimate	24,572	3.8
2012 Estimate	23,665	2.1
2011 Estimate	23,167	8.2
2010 Census	21,415	—

Note: The 2010 and 2020 Census counts are as of April 1, 2010; the annual population estimates are as of July 1 of the year given.

(Source: U.S. Census Bureau.)

Construction Activity

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
New Dwelling Units	1,674	1,339	1,113	854	667
New Residential Value (\$000)	427,702.7	360,251.6	290,164.5	238,386.8	137,463.2
New Nonresidential Value (\$000)	133,157.0	99,322.6	108,504.3	17,606.4	11,727.4
Additions/Alterations/Repairs Residential Value (\$000)	2,447.6	2,754.4	1,451.5	1,037.5	518.3
Additions/Alterations/Repairs Nonresidential Value (\$000)	<u>352.9</u>	<u>363.0</u>	<u>550.8</u>	<u>95.6</u>	—
Total Construction (\$000)	<u>563,660.2</u>	<u>462,691.5</u>	<u>400,671.1</u>	<u>257,126.3</u>	<u>149,708.9</u>

(Source: Ivory-Boyer Construction Database, Kem C. Gardner Policy Institute, University of Utah.)

UTAH COUNTY

General

Utah County (the “County”) is situated in the north central portion of the State. Incorporated in 1850, the County is bordered on the north by Salt Lake County and encompasses approximately 2,000 square miles of land.

County and State Population

<u>Year</u>	<u>County</u>	<u>% Change</u>	<u>State</u>	<u>% Change</u>
2021				
2020 Census	659,399	3.6%	3,271,616	2.0%
2019	636,235	2.4	3,205,958	1.7
2018	621,520	2.4	3,153,550	1.7
2017	606,742	2.8	3,101,042	1.9
2016	590,288	3.1	3,041,868	2.0
2015	572,667	2.1	2,981,835	1.5
2014	560,649	1.7	2,936,879	1.4
2013	551,273	2.1	2,897,640	1.6
2012	539,685	1.7	2,853,375	1.4
2011	530,688	2.7	2,814,384	1.8
2010 Census	516,564	—	2,763,885	—

(Source: U.S. Census Bureau estimates as of July 1 for years 2011-2019 and 2010 and 2020 Census as of April 1.)

Rate of Unemployment – Annual Average

<u>Year</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2021	2.3%	2.7%	5.3%
2020	3.8	4.7	8.1
2019	2.4	2.6	3.7
2018	2.7	2.9	3.9
2017	2.9	3.3	4.4
2016	3.1	3.4	4.9

(Source: Utah Department of Workforce Services and the U.S. Department of Labor.)

Economic Indicators in the County

LABOR FORCE ⁽¹⁾	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Labor Force (annual average)	314,022	307,609	299,036	290,640	278,913
Employed (annual average)	302,248	300,283	290,741	282,093	270,282
Unemployed (annual average)	11,774	7,326	8,295	8,547	8,631
Average Employment (Non-Farm Jobs)	267,655	266,837	258,841	245,853	234,548
% Change Prior Year	0.31	3.09	5.28	4.82	5.54
<i>Average Employment by Sector:</i>					
Agriculture, Forestry, Fishing & Hunting	1,222	1,229	1,189	1,169	1,209
Mining	170	151	133	100	72
Utilities	643	637	632	651	682
Construction	25,926	25,063	24,712	22,868	21,255
Manufacturing	19,427	19,679	19,134	18,313	17,611
Wholesale Trade	7,181	7,122	7,152	6,748	6,408
Retail Trade	33,147	33,168	32,965	31,793	29,911
Transportation and Warehousing	5,609	5,199	5,037	4,804	4,529
Information	13,993	14,166	13,134	12,975	12,803
Finance and Insurance	7,491	6,096	5,815	5,419	5,010
Real Estate and Rental and Leasing	3,218	3,165	3,006	2,819	2,618
Professional, Scientific & Technical Services	22,239	21,946	21,441	18,563	17,335
Management of Companies and Enterprises	1,855	1,715	1,559	1,373	1,409
Administrative, Support, Waste Management, & Remediation	16,018	15,639	15,214	14,027	13,323
Education Services	42,988	44,007	43,337	43,098	41,561
Health Care and Social Assistance	32,616	32,005	30,499	28,676	27,543
Arts, Entertainment, and Recreation	4,644	5,274	4,834	4,643	4,460
Accommodation and Food Services	18,438	19,752	18,643	17,394	16,770
Other Services and Unclassified Establishments	5,743	5,823	5,525	5,446	5,221
Public Administration	6,312	6,231	6,069	6,142	6,031
Total Establishments	18,571	17,700	16,718	15,719	14,955
Total Wages (\$Millions)	13,688.8	12,358.0	11,463.7	10,255.7	9,514.6
INCOME AND WAGES	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Total Personal Income (\$000) ⁽²⁾	30,251,205	27,722,352	25,481,148	23,474,742	21,980,449
Median Household Income ⁽¹⁾	n/a	79,505	75,296	70,461	69,568
Per Capita Income ⁽²⁾	46,465	43,611	40,961	38,634	37,185
Average Monthly Nonfarm Wage ⁽¹⁾	4,262	3,859	3,691	3,476	3,380
SALES & CONSTRUCTION	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Gross Taxable Sales (\$000,000) ⁽³⁾	12,811.2	11,242.7	10,164.4	9,565.8	8,670.9
New Dwelling Units ⁽⁴⁾	8,419	7,314	6,709	6,836	3,988
Total Construction Value (\$000) ⁽⁴⁾	3,156,271.0	2,618,932.1	2,351,324.7	2,334,779.6	2,086,652.5
New Residential Value (\$000) ⁽⁴⁾	2,046,312.6	1,781,204.9	1,633,741.0	1,508,031.5	968,082.7
New Nonresidential Value (\$000) ⁽⁴⁾	830,804.7	582,391.5	521,700.4	622,025.9	896,790.7

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2021; (3) Utah State Tax Commission; (4) University of Utah Ivory-Boyer Construction Database.)

Major Employers in the County

The following is a list of some of the largest employers in the County.

<u>Company</u>	<u>Industry</u>	<u>Employment Range</u>
Brigham Young University	Higher Education	15,000-19,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	7,000-9,999
Utah Valley Regional Medical Center	Health Care	3,000-3,999
Nebo School District	Public Education	3,000-3,999
Vivint	Building Equipment Contractors	3,000-3,999
Wal-Mart	Warehouse Clubs/Supercenters	2,000-2,999
Doterra International	Direct Selling Establishments	2,000-2,999
State of Utah	State Government	2,000-2,999
Young Living Essential Oils	Direct Selling Establishments	2,000-2,999
Provo School District	Public Education	1,000-1,999
Nu Skin	Pharmaceutical Wholesaler	1,000-1,999
Adobe Systems	Technical Services	1,000-1,999
Micron Technology	Information Services	1,000-1,999
Provo City	Local Government	1,000-1,999
Qualtrics	Technical Services	1,000-1,999
Utah County	Local Government	1,000-1,999
Vivint Solar	Building Equipment Contractors	1,000-1,999
Chrysalis	Individual and Family Services	1,000-1,999
Central Utah Medical Clinic	Health Care	1,000-1,999
Purple Innovation	Information Services	1,000-1,999
Nestle Prepared Foods	Manufacturing	1,000-1,999
Entrata	Information Services	1,000-1,999
Costco	Warehouse Clubs/Supercenters	1,000-1,999
RBD Acquisition	Services to Buildings and Dwellings	500-999
American Fork Hospital	Health Care	500-999
Alpine Building	Construction	500-999
Ancestry.Com	Information Services	500-999
Lehi City	Local Government	500-999
Smith's Food and Drug	Grocery Stores	500-999
ROI Solutions	Call Centers	500-999
Gohealth	Marketing Consulting Services	500-999
Orem City	Local Government	500-999
U.S. Postal Service	Postal Service	500-999
Podium	Software Publishers	500-999
The Home Depot	Construction Materials	500-999
Rocky Mountain ATV	Vehicle Dealers	500-999
Xactware Solutions	Technical Services	500-999
Sykes Enterprises	Technical Services	500-999
Timpanogos Regional Medical Service	Health Care	500-999
Weave Communications	Business support Services	500-999
Bamboo HR	Computer Systems Design Services	500-999
Workfront	Technical Services	500-999
UHS of Provo Canyon	Public Education	500-999
Domo	Technical Services	500-999
Henry Schein Practice Solutions	Technical Services	500-999
Mountain Country Foods	Manufacturing	500-999
Target	General Merchandise Stores	500-999
Sundance Partners	Tourism	500-999
Hadco Construction	Construction	500-999

(Source: Utah Department of Workforce Services; last updated July 2021.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”), is executed and delivered by Eagle Mountain City, Utah (the “City”), in connection with the issuance by the City of its Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued pursuant to a General Indenture of Trust dated as of May 1, 2022 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of May 1, 2022 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”) each between the City and U.S. Bank Trust Company, National Association, as trustee. The City hereby acknowledges that it is an “obligated person” within the meaning of the hereinafter defined Rule. In connection with the aforementioned transactions, the City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2022 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report of the City” means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2022 Bonds (including persons holding Series 2022 Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington DC 20005-3314; Telephone (202) 838-1500; Fax (202) 898-1500, and the website address of which is www.msrb.org and www.msrb.emma.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the City dated _____, 2022, relating to the Series 2022 Bonds.

“Participating Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated, as original underwriter of the Series 2022 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than [December 31] immediately following the end of each fiscal year of the City (presently June

30), commencing with the fiscal year ended June 30, 2022, provide to the MSRB in electronic format an Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) business days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) business days prior to the date specified in subsection (a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in subsections (a) and (b), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the annual reports to be submitted; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(i) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accounts. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(ii) An update of the financial and operating information in the Official Statement relating to the City of the type contained in the tables under the headings:

["DEBT STRUCTURE OF THE CITY—Outstanding Municipal Debt of the City" and "SECURITY FOR THE BONDS—Historical Revenues." (Pledged Sales and Use Taxes for only the most recent fiscal year).]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2022 Bonds in a timely manner not more than ten (10) business days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds or other material events affecting the tax status of the Series 2022 Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2022 Bonds in a timely manner not more than ten (10) business days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Series 2022 Bonds;
- (v) Series 2022 Bond calls; or
- (vi) Release, substitution or sale of property securing repayment of the Series 2022 Bonds; or
- (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2022 Bonds. If such termination occurs prior to the final maturity of the Series 2022 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The City will serve as the initial Dissemination Agent under this Disclosure Undertaking.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2022 Bonds, or the type of business conducted;

(b) The Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2022 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2022 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2022 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2022 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an “event of default” under the Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2022 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2022 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of _____, 2022.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2022 Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form:

Re: \$_____ Eagle Mountain City, Utah Sales Tax Revenue Bonds, Series 2022

We have acted as bond counsel to Eagle Mountain City, Utah (the “Issuer”) in connection with the issuance by the Issuer of its \$_____ Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued pursuant to (a) resolutions of the Issuer adopted on February 15, 2022 and [April 19, 2022], and (b) a General Indenture of Trust dated as of May 1, 2022 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of May 1, 2022 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”) each between the City and U.S. Bank Trust Company, National Association, as trustee. The Series 2022 Bonds are issued for the purpose of (i) financing road, water and sewer system improvements and all related improvements and (ii) paying costs associated with the issuance of the Series 2022 Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the Issuer, constitutes a valid and binding obligation of the Issuer and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2022 Bonds.

2. The Series 2022 Bonds are valid and binding special obligations of the Issuer payable solely from the Net Revenues and other amounts pledged therefor in the Indenture, and the Series 2022 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any State of Utah constitutional provision or statutory limitation, nor a charge against the full faith and credit or taxing power of the Issuer.

3. The interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2022 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds.

4. The interest on the Series 2022 Bonds is exempt State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2022 Bonds.

The rights of the holders of the Series 2022 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent

applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate is to be issued for each series of the Series 2022 Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s rating of AA+. The DTC Rules applicable to its Direct Participants are on file with the Securities and Exchange Commission. Neither the City nor the Underwriter makes any representation about such information. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2022 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain

that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2022 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners are to be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC nor its nominee, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Establishing Fireworks Restrictions for 2022.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Lianne Pengra, Recorder's Office

PRESENTED BY:

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution of Eagle Mountain City, Utah, establishing firework restrictions for 2022.

BACKGROUND:

In anticipation of the firework season, the legislative body shall, before May 1, 2022, provide a map to Utah County showing any firework restricted areas. The County is required to have the map in place before June 1, 2022 making it available to the public and firework vendors. The proposal is to adopt the map that was in place prior to when fireworks were prohibited in 2021. The City Council may modify the map, if needed, prior to its adoption.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--2022 Firework Restrictions](#)
[Firework Restrictions Map](#)

RESOLUTION NO. R-_____ - 2022

**A RESOLUTION OF THE
EAGLE MOUNTAIN CITY COUNCIL
ESTABLISHING FIREWORK RESTRICTIONS FOR 2022**

WHEREAS, in accordance with Utah Code § 53-7-225, class C common state approved explosives (fireworks) may only be discharged on New Year's Eve, Chinese New Year's Eve, and beginning on July 2 and ending on July 5, and beginning on July 22 and ending on July 25; and

WHEREAS, if existing or historical hazardous environmental conditions exist within the boundaries of Eagle Mountain City, Utah Code § 15A-5-202.5 allows the City Council to prohibit the ignition and use of fireworks in the following areas: (1) mountainous, brush-covered, forest-covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; or (4) a limited area outside the hazardous areas.

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

1. The City Council hereby determines that historical hazardous environmental conditions have existed in the areas designated on the *Eagle Mountain City 2022 Firework Closed Area Map* before July 1 of at least two of the preceding five years. A copy of the *Eagle Mountain City 2022 Firework Closed Area Map* is attached hereto as Exhibit A and incorporated herein.
2. Except for New Year's eve and Chinese New Year's eve, all fireworks will be prohibited during calendar year 2022 in the areas designated as "Closed" on the *Eagle Mountain City 2022 Firework Closed Area Map*, which includes the following areas: Any homes or roads adjacent to the bike park, Lake Mountain Road, Cedar Pass Ranch, North Ranch, Ruby Valley, Lone Tree, Kiowa Valley, Eagle Top, Point Lookout, Hidden Canyon, Fremont Springs, Meadow Ranch, Valley View, and White Hills.
3. In accordance with Utah Code § 15A-5-202.5, on or before May 1, 2022, the *Eagle Mountain City 2022 Firework Closed Area Map* shall be provided to Utah County.
4. All residents who live close to perimeter streets with adjacent fields or hills are encouraged to move as far as possible away from fields or hills or to the designated firework locations.

5. In addition to any other fines, penalties, or liability allowed under Utah law, in accordance with Utah Code § 53-7-225, a person is guilty of an infraction, punishable by a fine of up to \$1,000, if the person discharges a class C common state approved explosive: (a) outside the legal discharge dates and times described in Utah Code § 53-7-225(3); or (b) in an area designated as “Closed” on the *Eagle Mountain City 2022 Firework Closed Area Map*.

PASSED and APPROVED this _____ day of April, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
Eagle Mountain City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 19th day of April, 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

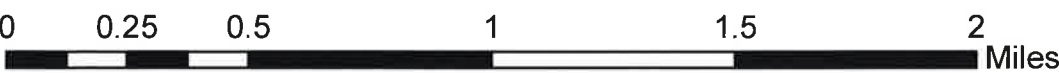
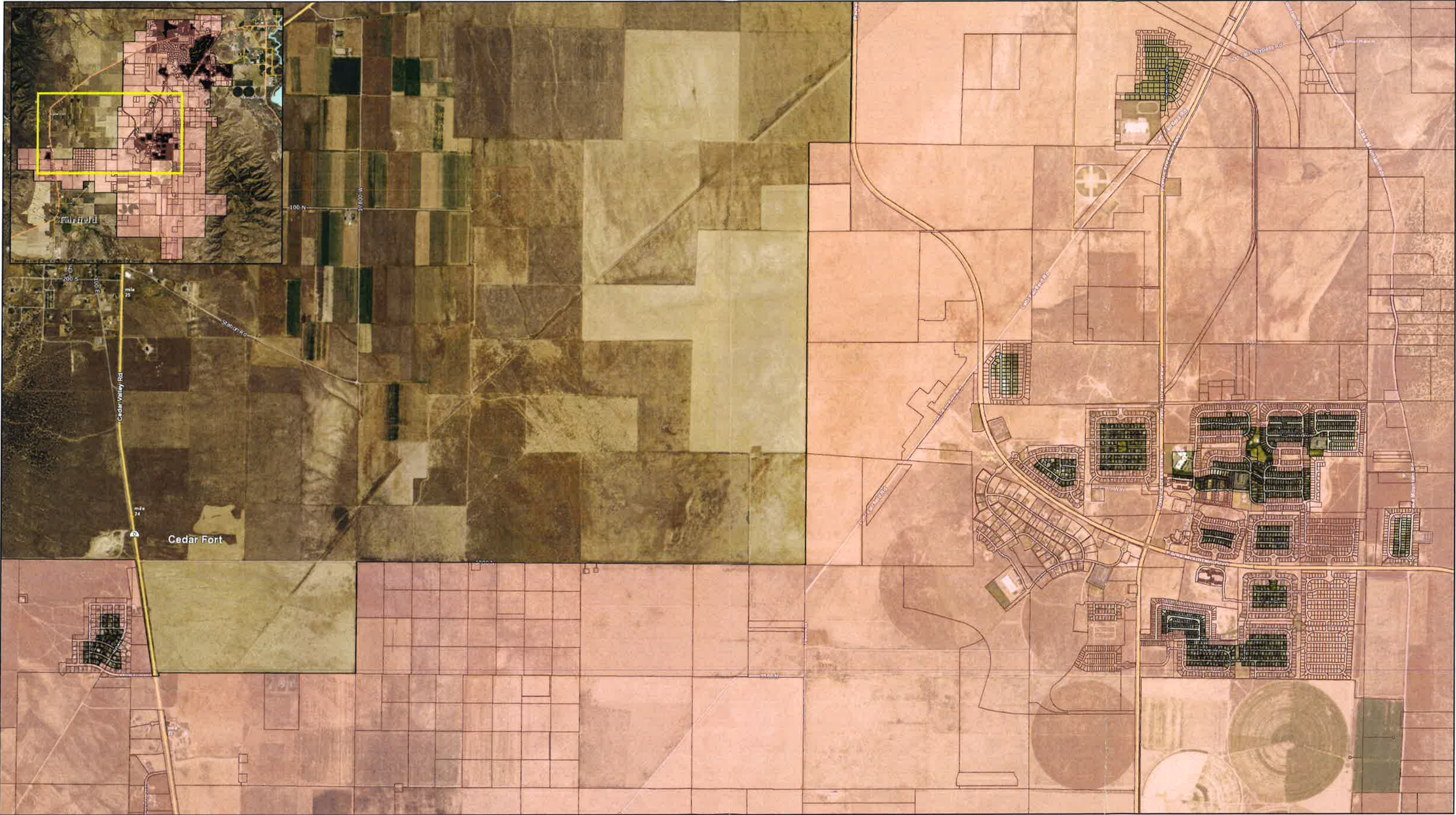
☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Eagle Mountain City Firework Restrictions Map: City Center



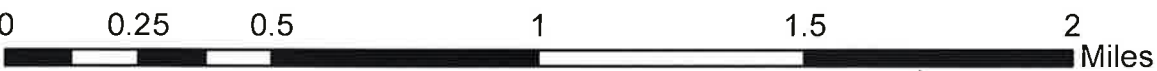
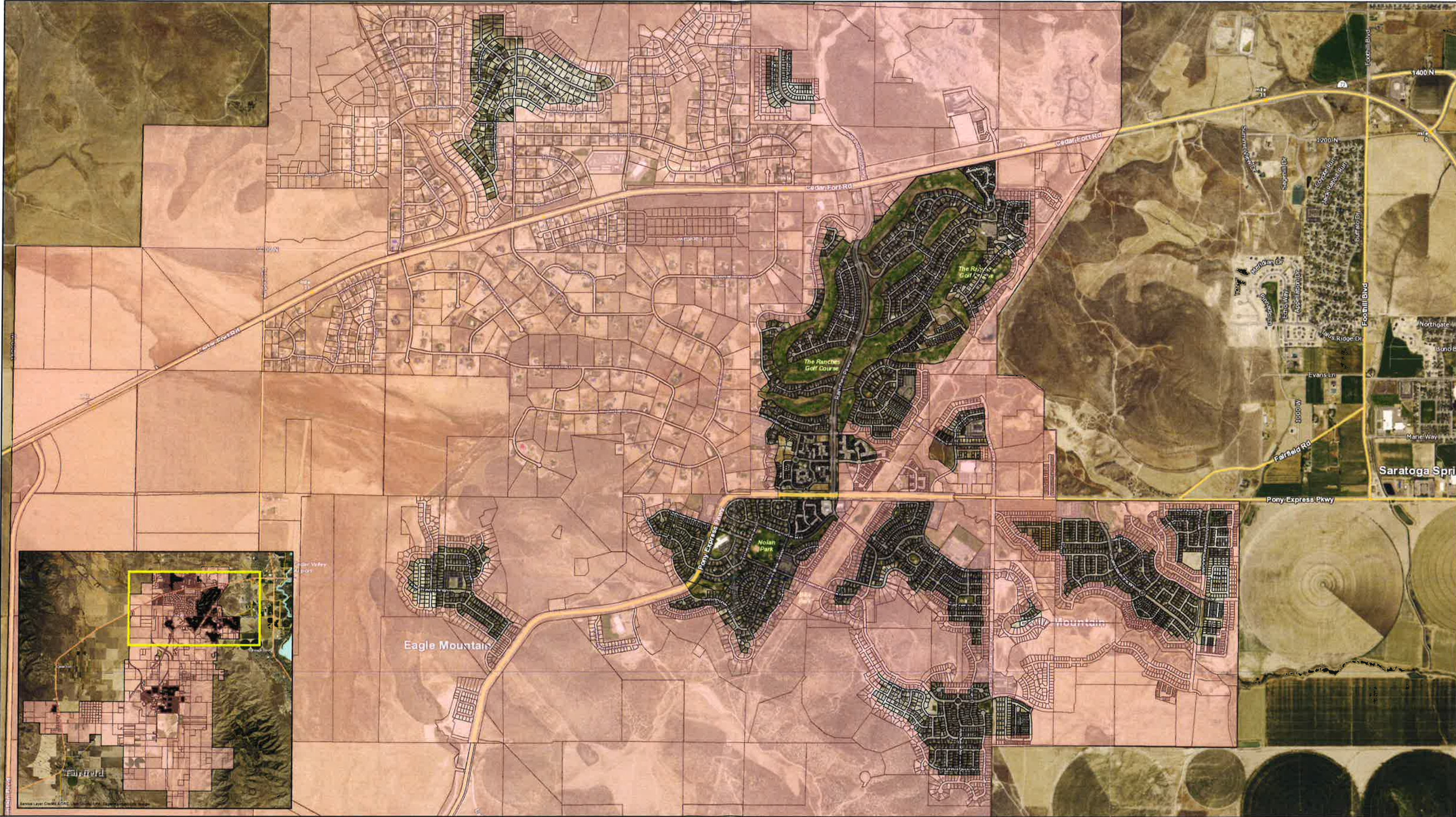
 Restricted Firework Areas



Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. 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 use, but may not be resold.

Contact Eagle Mountain City
Engineering/GIS Department
801-789-6662

Eagle Mountain City Firework Restrictions Map: The Ranches



 Restricted Firework Areas



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Contact Eagle Mountain City
Engineering/GIS Department
801-789-6662



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing Mayor Tom Westmoreland as a Member Representative to the Boards of the Unified Fire Service Area and the Unified Fire Authority.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Fionnuala Kofoed, Recorder's Office PRESENTED BY:	RECOMMENDATION: Staff recommends that the City Council adopts a resolution appointing Mayor Tom Westmoreland as a member representative to the Unified Fire Service Area and the Unified Fire Authority Boards. BACKGROUND: As a member of the Fire Service Area, the City has the authority to appoint a representative to the Unified Fire Service Area and the Unified Fire Authority Boards. Mayor Pengra previously served as the City's representative for both boards. Mayor Westmorland has been serving as the member representative and the proposed resolution formalizes and documents the appointment. ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION:		

ATTACHMENTS:

[RES--2022 UFSA and UFA Board Appointment](#)

RESOLUTION NO. R- - 2022

**A RESOLUTION OF THE
EAGLE MOUNTAIN CITY COUNCIL
APPOINTING A MEMBER REPRESENTATIVE TO THE
BOARDS OF THE UNIFIED FIRE SERVICE AREA
AND THE UNIFIED FIRE AUTHORITY**

WHEREAS, on October 2, 2012, the City approved Resolution R-15-2012, authorizing the Mayor to file a petition for annexation into the Salt Lake Valley Fire Service Area (the “District”), now called the Unified Fire Service Area, for the providing of fire and medical services; and

WHEREAS, the District is governed by a Board of Directors and the Eagle Mountain City Council desires to make a representative appointment to that Board;

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

1. That Mayor Tom Westmoreland is hereby appointed as its representative to the boards of the Unified Fire Service Area District and the Unified Fire Authority, together with such alternate or alternates as the Mayor shall appoint.
2. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the boards of the Unified Fire Service Area District and the Unified Fire Authority.
3. That the provisions of this resolution shall take effect April 19th, 2022.

PASSED and APPROVED this 19th day of April, 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 19th day of April, 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



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 19, 2022**

TITLE: ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

ITEM TYPE: Development Code Amendment

APPLICANT: Creative Signs and Graphics

ACTION ITEM:

Yes

PUBLIC HEARING:

Yes

PREPARED BY:

Tayler Jensen, Planning

BACKGROUND:

The applicant is proposing a change to Chapter 17.80 to allow for electronic message centers in commercial zones and in residential and agricultural zones for institutional uses. Currently City Code only allows electronic message centers for public, private, and charter schools (EMMC 17.80.070 F) , and city-controlled public announcement signs (EMMC 17.80.070 E).

ITEMS FOR CONSIDERATION:

The following items should be considered when making a recommendation to the Eagle Mountain City Council.

Business Support: The applicant has indicated that electronic message centers are "proven to increase sales"

Community Service Announcements: In the provided narrative, the applicant highlights a benefit to the City is the ability to use the EMC's (Electronic Messaging Centers) of businesses to spread community service announcements, but the ability to require this is not addressed in the proposed ordinance, staff recommends that if the City Council feels this is an important provision that it be added into the proposed code amendment.

Agricultural and Residential Zones: The proposed code change would allow electronic reader boards in agricultural and residential zones for "Residential Development, agricultural business, church, school or an institutional recreations facility." Code already allows EMCs at schools, and recreation centers (controlled by the City) would likewise be permitted to have EMCs, it is the opinion of staff

that the code should not be amended to allow EMCs in agriculture and residential zones for other/additional uses.

Community Look and Feel; The City Council should consider if EMC's are in keeping with the established community look and feel of Eagle Mountain, if not, they should make a motion about if they feel preserving the communities look is a sufficient reason to deny the proposed code amendment.

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

RECOMMENDATION:

The Eagle Mountain Planning Commission reviewed this proposal on March 8th 2022, they voted **4-0, 1 Commissioner excused** to recommend denial of the proposed amendment.

ATTACHMENTS:

[ORD--EMMC 17.80 Sign Regulations and Sign Permits - Electronic Signs](#)

[Proposed Code Change](#)

[Narrative](#)

ORDINANCE NO. O-01-2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 17.80 SIGN REGULATIONS AND SIGN PERMITS
(*ELECTRONIC READER BOARDS*)**

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 17.80 Sign Regulations and Sign Permits, 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 17.80 Sign Regulations and Sign Permits.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 19th day of April, 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 19th day of April, 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

Code Amendment Proposal

Eagle Mountain City Code

Existing code

17.80.60 General Provisions

The following general provisions and requirements shall apply to all signs and outdoor advertising structures that may be erected or maintained within Eagle Mountain City. The planning director shall approve signs that are in compliance with the regulations and standards contained herein. Signs shall be maintained in accordance with these provisions and standards.

A. Signs Installed in Compliance with Codes. Signs shall be installed according to requirements contained in the International Building and Electrical Codes, as applicable.

B. Traffic Hazards. No sign shall be erected where it may create a traffic safety hazard by: obscuring traffic control signs or signals; confusing drivers by appearing to be a traffic control sign or signal; or obstructing vision at intersections or driveways by being placed within a clear vision triangle. Signs shall not be fastened to traffic control devices, street signs, or utility poles.

C. Signs in Right-of-Way. Unless authorized by specific written agreement with the city, no sign shall be placed in or extend over any public right-of-way except traffic control signs, signs described in this chapter, city events or notices (Pony Express Days, recreation leagues, etc.), and public notices placed by public agencies.

D. Sign Illumination. All temporary signs must be nonilluminated. Allowed permanent signs may be nonilluminated, or illuminated by a constant, indirect source of illumination focused on the sign's copy or be internally illuminated, halo illuminated, or externally indirectly illuminated, unless otherwise specified. All illuminated signs shall comply with the time limitations of EMMC 17.56.050 (G). No animated, flashing, blinking, or moving signs shall be permitted, except that animated public service message signs displaying the time of day, temperature, and/or announcements of community events may be permitted by the planning commission. No sign illumination is permitted within the residential zone of the city unless approved by the planning director, or approved as part of a conditional use permit or master development plan. Electrical signs and spotlights or other fixtures used for the indirect illumination of signs shall be installed only in compliance with the city's adopted International Electrical Code, International Building Code and Chapter 17.56 EMMC, Outdoor Lighting Standards.

1. Type of Sign Illumination. The type of sign illumination as otherwise set forth in this chapter:

a. Halo-Type Illumination. The light source is concealed behind an opaque face and the rays of illumination are projected outwards toward the edge of the sign, forming a "halo" effect around the exterior of the sign.

b. Internal Illumination. The light source is concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semitranslucent material.

c. External, Indirect Illumination. The light source is exposed and directed toward the sign face but is shielded or concealed from view with proper shields or glass lenses to avoid glare. Examples of external illumination include gooseneck light fixtures and ground-mounted light fixtures.

2. Externally Illuminated Sign Standards.

a. External illumination for signs shall comply with all provisions of this chapter, and is included within the total outdoor light output limits of EMMC 17.56.050 (D), and shall comply with applicable lamp source and shielding restrictions.

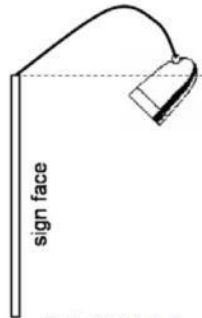
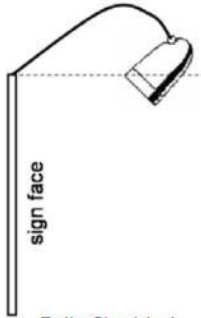
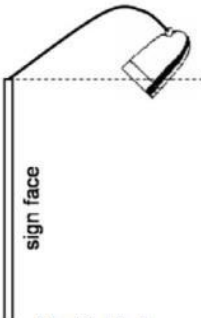
b. Except as provided in subsection C of this section, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

c. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:

i. The bottom opening of the light fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and

ii. The uppermost portion of the fixture's opening is located no higher than the top of the sign face (Figure 17.80.060-1). Light fixtures aimed and installed in this fashion shall be considered fully shielded for purposes of calculating the total outdoor light output limits of EMMC 17.56.050 (D).

Figure 17.80.060-1 External Light Fixture Shielding

Permitted and Prohibited External Sign Lighting Configurations		
Allowed	Allowed	Not Allowed
 Fully Shielded	 Fully Shielded	 Unshielded

3. Internally Illuminated Sign Standards. Internally illuminated signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols (Figure 17.50.060-2). Lamps used for internal illumination of internally illuminated signs shall not be counted toward the total outdoor light output limits of EMMC 17.56.050 (D).

Figure 17.80.060-2 Internal Lighting Standards

Light Background Not Allowed	Colored Background Allowed	Opaque Background Allowed
RESTAURANT CAFE	GAS STATION	HOTEL

a. Other internally illuminated panels or decorations not considered to be signage according to this chapter (such as illuminated canopy margins, building faces, or architectural outlining) shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in EMMC 17.56.050(D).

4. Neon Sign Standards. Neon sign lighting shall be included within the total outdoor light output limits of EMMC 17.56.050 (D).

5. Single-Color LED Sign Standards. Single-color LED signs shall come equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions and comply with maximum nighttime brightness.

a. Single-color LED signs shall not exceed a maximum illumination of 200 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.

6. Time Limitations. All signs shall be turned off by 11:00 p.m. or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

E. Compatibility. The design of signs, including materials and form, shall be compatible with the building or use to which they are an accessory.

F. Maintenance of Signs. Signs and their supporting structures shall be maintained so as not to create a health or safety hazard, or constitute a nuisance. Signs and their supporting structures shall also be maintained in good repair and operation and shall be repaired, repainted, relettered or otherwise

maintained in good visual condition so as to not be an aesthetic detriment to the immediate and surrounding areas.

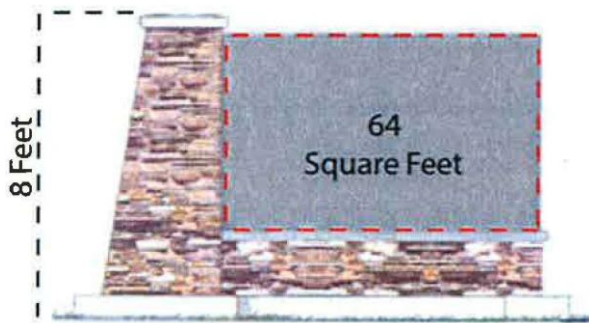
G. Abandoned Signs. Any sign that is not structurally sound or no longer serves to inform or attract the public, including illegible signs and signs advertising or identifying abandoned uses, shall be considered abandoned and shall be removed as required by this chapter. [Ord. [O-12-2014](#) (Exh. A); Ord. [O-06-2010](#) § 2 (Exh. A); Ord. [O-12-2009](#) § 2 (Exh. A); Ord. [O-26-2008](#) § 2 (Exh. A § 16.6); Ord. [O-18-2008](#) § 2 (Exh. A § 16.6); Ord. [O-17-2006](#) § 2 (Exh. 1 § 16.6); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 16.6)]

17.80.070 Permitted Signs

The following permanent signs shall be permitted in accordance with regulations and standards for this section. Any sign not expressly allowed by this chapter is prohibited. The planning director shall approve signs that are in compliance with requirements of EMMC [17.80.060](#), General provisions, and the regulations and standards contained herein.

A. Monument Signs in Agricultural and Residential Zones. Monument signs are allowed in all zones. Monument signs in the agricultural and residential zones may only be used in conjunction with a residential development, agricultural business, church, school or an institutional or recreational facility that has received approval from the city. These monument signs shall conform to the following standards:

1. Height. The maximum height shall be eight feet.
2. Sign Copy. The maximum sign copy shall be 64 square feet.



3. Setback. The setback shall be five feet from any property line.
4. Orientation. Monument signs shall be located perpendicular to the adjacent public street or public view if double-sided or, if single-sided, shall be parallel to the adjacent public street or public view.
5. Landscaping. All areas surrounding monument signs shall be landscaped with irrigated landscaping.

6. Compatibility. Monument signs shall be designed with colors and architecture that are compatible with the buildings that they identify. Supports shall have architectural coverings and design that complement the overall design scheme.

7. Illumination. Monument signs may be internally or externally lit and shall only illuminate the sign face or copy.

B. Combined Monument Signs in the Commercial, Industrial, and Airpark Zones. Developments that have multiple pads and are located in a commercial, industrial, or airpark zone may be required to construct one combined monument sign structure per street frontage. The requirement to construct the monument sign structures may be a condition of approval for a site plan or conditional use. The developer shall ensure that the sign structure allows for as many building pads to be included as is reasonably possible. It is not a guaranteed right that all businesses will have sign space on the combined monument sign. The sign copy will be approved by the planning director or designee through the sign permit application process. All combined monument signs shall be designed and built in substantial conformance to the sign depicted in Figure 17.80.070 (A) and must comply with the standards enumerated in subsections (A)(4) through (A)(7) of this section and the standards contained in this subsection. Minor variations to the sign design may be considered by the planning director. More significant variations require approval by the planning commission and city council; height and size requirements may not be exceeded.



Figure 17.50.070 (A)

1. Height. The maximum height of a combined monument sign shall be 10 feet.
2. Sign Copy. The maximum sign copy of a combined monument sign shall be 100 square feet.
3. Materials. Each sign shall contain stone, rock, or brick at the base (at least two feet high) and vertically along at least one side (at least two feet wide). The sign copy may not exceed the height of the rock column, and may not extend beyond the rock base.
4. Design. Additional design elements may be considered by the planning director in order to give uniqueness to a development.
5. Setback. There is no required setback for combined monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.

C. Individual Monument Signs in the Commercial, Industrial, and Airpark Zones. Developments that have multiple pads and are located in a commercial, industrial, or airpark zone shall be allowed to construct one individual monument sign for each freestanding building. In an effort to maintain aesthetic consistency, all individual monument signs within a project/development shall be substantially similar in design and materials. All monument signs must comply with the standards enumerated in subsections (A)(4) through (A)(7) and (C)(1) through (C)(6) of this section. Minor variations to the sign designs within a development may be considered by the planning director. More significant variations require approval by the planning commission and city council. If multiple businesses share a common structure, then a combined monument sign containing signage for each business is required. No individual monument sign is allowed for businesses that share a structure.

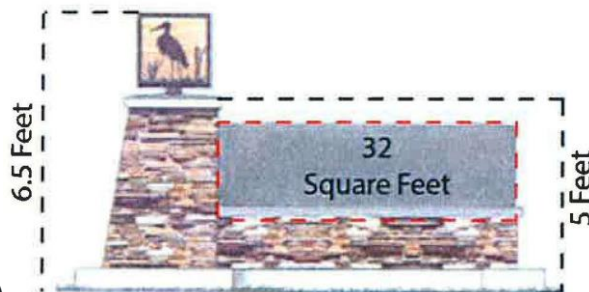


Figure 17.80.070 (B)

Preferred example of an individual monument sign

1. Height. The maximum height shall be five feet. Additional design elements, such as those depicted in Figure 17.80.070 (B), may be no higher than six and one-half feet.
2. Sign Copy. The maximum sign copy of any monument sign shall be 32 square feet.
3. Materials. Each sign shall, at a minimum, contain stone, rock, or brick at the base (at least two feet high). The recommended monument sign design is depicted in Figure 17.80.070 (B). The materials and design shall be consistent for each sign in the development/project.
4. Design. Each development should contain an element of uniqueness, but the signage throughout a development must be consistent.
5. Setback. There is no required setback for individual monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.
6. Proximity to Other Such Signs. Signs must be separated by at least 100 feet as measured diagonally across the property from center to center of both signs and shall be no closer than 100 feet to any other monument sign located on the same frontage.

D. Wall, Canopy, or Awning Signs. Wall, canopy, or awning signs are allowed in commercial, airpark, and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. Wall signs shall not take up more than 10 percent of any wall area on which the sign is located. Canopy or awning signs shall not be included in the calculation of the wall sign area, although the sign copy for

canopy signs shall not exceed 50 percent of the canopy area.



1. Illumination. Wall signs may be internally or externally lit and shall only illuminate the sign face or copy. Canopy and awning signs may be externally lit and shall only illuminate the sign face or copy.

E. Changeable Copy Signs. Changeable copy signs on a marquee, reader board, or other replaceable copy area are allowed in commercial, airpark, and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. The changeable wording area shall not exceed 50 percent of the total sign face. Animated signs, with the exception of city-controlled public announcement signs, are not permitted in the city. All lettering, background, and other aspects of changeable copy signs shall be maintained and repaired consistently to ensure that no discoloring or bleaching occurs. Gas station

advertising signage is exempt from the 50 percent size restriction and is reviewed as a standalone

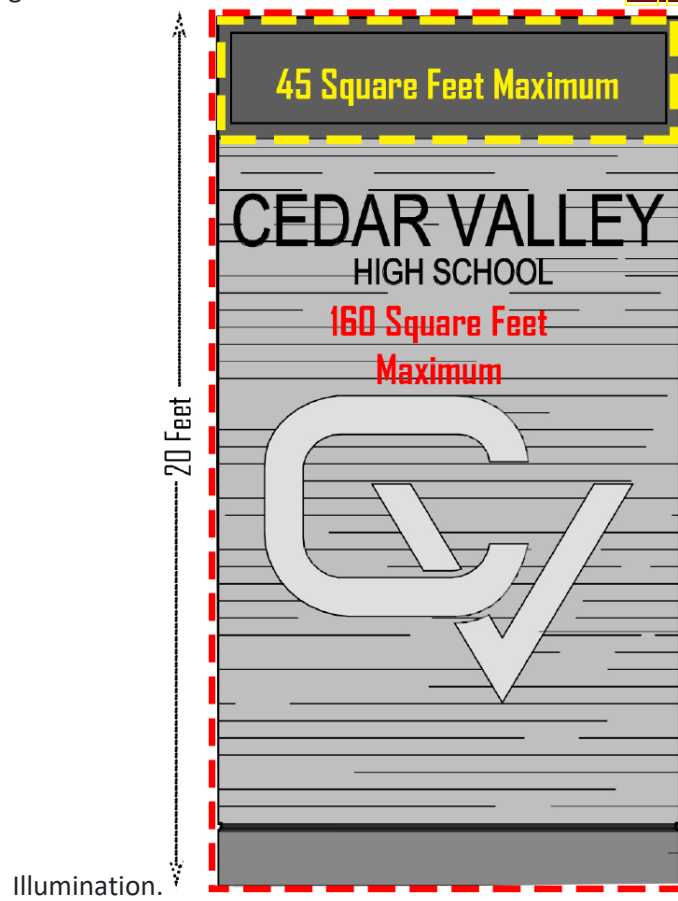


commercial monument sign.

F. School Monument Signs. Monument signs for public schools, charter schools, and private schools must be used primarily for informational or civic purposes, and may include electronic message centers, reader boards, or other replaceable copy signs. These signs must comply with the following standards:

1. Height. The maximum height of a school monument sign shall be 20 feet.
2. Sign Copy. The maximum sign area shall be 160 square feet.
3. Design. All signs on a site shall have consistent materials and design elements.
4. Setbacks. Signs must follow the clear vision triangle standard and may not cause a traffic/visibility concern. The specific sign location shall be approved by the planning director or his/her designee.
5. Electronic message centers/reader boards shall also meet these criteria:
 - a. Electronic message boards or reader boards shall not exceed 45 square feet.
 - b. Electronic message boards or reader boards may not exceed 50 percent of the total sign area.
 - c. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum

nighttime brightness and illumination standards found in EMMC 17.80.060(D), Sign



Proposed Code Change

17.80.60 General Provisions

The following general provisions and requirements shall apply to all signs and outdoor advertising structures that may be erected or maintained within Eagle Mountain City. The planning director shall approve signs that are in compliance with the regulations and standards contained herein. Signs shall be maintained in accordance with these provisions and standards.

A. Signs Installed in Compliance with Codes. Signs shall be installed according to requirements contained in the International Building and Electrical Codes, as applicable.

B. Traffic Hazards. No sign shall be erected where it may create a traffic safety hazard by: obscuring traffic control signs or signals; confusing drivers by appearing to be a traffic control sign or signal; or obstructing vision at intersections or driveways by being placed within a clear vision triangle. Signs shall not be fastened to traffic control devices, street signs, or utility poles.

C. Signs in Right-of-Way. Unless authorized by specific written agreement with the city, no sign shall be placed in or extend over any public right-of-way except traffic control signs, signs described in this chapter, city events or notices (Pony Express Days, recreation leagues, etc.), and public notices placed by public agencies.

D. Sign Illumination. All temporary signs must be nonilluminated. Allowed permanent signs may be nonilluminated, or illuminated by a constant, indirect source of illumination focused on the sign's copy or be internally illuminated, halo illuminated, or externally indirectly illuminated, unless otherwise specified. All illuminated signs shall comply with the time limitations of EMMC 17.56.050(G). No animated, flashing, blinking, or moving signs shall be permitted, ~~except that animated public service message signs displaying the time of day, temperature, and/or announcements of community events may be permitted by the planning commission.~~ No sign illumination is permitted within the residential zone of the city unless approved by the planning director, or approved as part of a conditional use permit or master development plan. Electrical signs and spotlights or other fixtures used for the indirect illumination of signs shall be installed only in compliance with the city's adopted International Electrical Code, International Building Code and Chapter 17.56 EMMC, Outdoor Lighting Standards.

1. Type of Sign Illumination. The type of sign illumination as otherwise set forth in this chapter:

a. Halo-Type Illumination. The light source is concealed behind an opaque face and the rays of illumination are projected outwards toward the edge of the sign, forming a "halo" effect around the exterior of the sign.

b. Internal Illumination. The light source is concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semitranslucent material.

c. External, Indirect Illumination. The light source is exposed and directed toward the sign face but is shielded or concealed from view with proper shields or glass lenses to avoid glare. Examples of external illumination include gooseneck light fixtures and ground-mounted light fixtures.

2. Externally Illuminated Sign Standards.

a. External illumination for signs shall comply with all provisions of this chapter, and is included within the total outdoor light output limits of EMMC [17.56.050\(D\)](#), and shall comply with applicable lamp source and shielding restrictions.

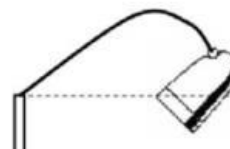
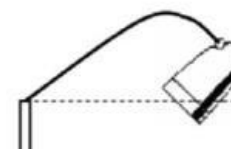
b. Except as provided in subsection C of this section, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

c. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:

i. The bottom opening of the light fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and

ii. The uppermost portion of the fixture's opening is located no higher than the top of the sign face (Figure 17.80.060-1). Light fixtures aimed and installed in this fashion shall be considered fully shielded for purposes of calculating the total outdoor light output limits of EMMC [17.56.050\(D\)](#).

Figure 17.80.060-1 External Light Fixture Shielding

Permitted and Prohibited External Sign Lighting Configurations		
Allowed	Allowed	Not Allowed
 sign face Fully Shielded	 sign face Fully Shielded	 sign face Unshielded

3. Internally Illuminated Sign Standards. Internally illuminated signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols (Figure 17.80.060-2). Lamps used for internal illumination of internally illuminated signs shall not be counted toward the total outdoor light output limits of EMMC [17.56.050\(D\)](#).

Figure 17.80.060-2 Internal Lighting Standards

Light Background Not Allowed	Colored Background Allowed	Opaque Background Allowed
RESTAURANT CAFE	GAS STATION	HOTEL

a. Other internally illuminated panels or decorations not considered to be signage according to this chapter (such as illuminated canopy margins, building faces, or architectural outlining) shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in EMMC [17.56.050\(D\)](#).

4. Neon Sign Standards. Neon sign lighting shall be included within the total outdoor light output limits of EMMC [17.56.050\(D\)](#).

5. Single-Color LED Sign Standards. Single-color LED signs shall come equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions and comply with maximum nighttime brightness.

a. Single-color LED signs shall not exceed a maximum illumination of 200 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.

6. Time Limitations. All signs shall be turned off by 11:00 p.m. or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

E. Compatibility. The design of signs, including materials and form, shall be compatible with the building or use to which they are an accessory.

F. Maintenance of Signs. Signs and their supporting structures shall be maintained so as not to create a health or safety hazard, or constitute a nuisance. Signs and their supporting structures shall also be maintained in good repair and operation and shall be repaired, repainted, relettered or otherwise

maintained in good visual condition so as to not be an aesthetic detriment to the immediate and surrounding areas.

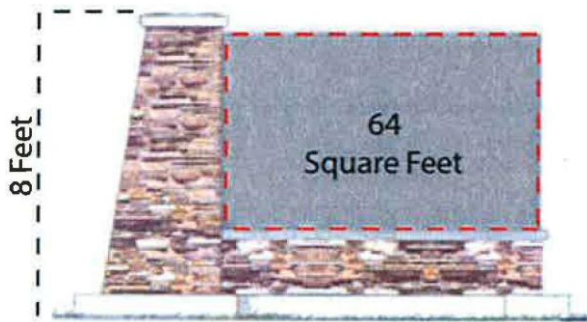
G. Abandoned Signs. Any sign that is not structurally sound or no longer serves to inform or attract the public, including illegible signs and signs advertising or identifying abandoned uses, shall be considered abandoned and shall be removed as required by this chapter. [Ord. [O-12-2014](#) (Exh. A); Ord. [O-06-2010](#) § 2 (Exh. A); Ord. [O-12-2009](#) § 2 (Exh. A); Ord. [O-26-2008](#) § 2 (Exh. A § 16.6); Ord. [O-18-2008](#) § 2 (Exh. A § 16.6); Ord. [O-17-2006](#) § 2 (Exh. 1 § 16.6); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 16.6)].

17.80.070 Permitted Signs

The following permanent signs shall be permitted in accordance with regulations and standards for this section. Any sign not expressly allowed by this chapter is prohibited. The planning director shall approve signs that are in compliance with requirements of EMMC [17.80.060](#), General provisions, and the regulations and standards contained herein.

A. Monument Signs in Agricultural and Residential Zones. Monument signs are allowed in all zones. Monument signs in the agricultural and residential zones may only be used in conjunction with a residential development, agricultural business, church, school or an institutional or recreational facility that has received approval from the city. These monument signs shall conform to the following standards:

1. Height. The maximum height shall be eight feet.
2. Sign Copy. The maximum sign copy shall be 64 square feet.



3. Setback. The setback shall be five feet from any property line.
4. Orientation. Monument signs shall be located perpendicular to the adjacent public street or public view if double-sided or, if single-sided, shall be parallel to the adjacent public street or public view.
5. Landscaping. All areas surrounding monument signs shall be landscaped with irrigated landscaping.

6. Compatibility. Monument signs shall be designed with colors and architecture that are compatible with the buildings that they identify. Supports shall have architectural coverings and design that complement the overall design scheme.

7. Illumination. Monument signs may be internally or externally lit and shall only illuminate the sign face or copy.

B. Combined Monument Signs in the Commercial, Industrial, and Airpark Zones. Developments that have multiple pads and are located in a commercial, industrial, or airpark zone may be required to construct one combined monument sign structure per street frontage. The requirement to construct the monument sign structures may be a condition of approval for a site plan or conditional use. The developer shall ensure that the sign structure allows for as many building pads to be included as is reasonably possible. It is not a guaranteed right that all businesses will have sign space on the combined monument sign. The sign copy will be approved by the planning director or designee through the sign permit application process. All combined monument signs shall be designed and built in substantial conformance to the sign depicted in Figure 17.80.070 (A) and must comply with the standards enumerated in subsections (A)(4) through (A)(7) of this section and the standards contained in this subsection. Minor variations to the sign design may be considered by the planning director. More significant variations require approval by the planning commission and city council; height and size requirements may not be exceeded.



Figure 17.80.070 (A)

1. Height. The maximum height of a combined monument sign shall be 10 feet.
2. Sign Copy. The maximum sign copy of a combined monument sign shall be 100 square feet.
3. Materials. Each sign shall contain stone, rock, or brick at the base (at least two feet high) and vertically along at least one side (at least two feet wide). The sign copy may not exceed the height of the rock column, and may not extend beyond the rock base.
4. Design. Additional design elements may be considered by the planning director in order to give uniqueness to a development.
5. Setback. There is no required setback for combined monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.

C. Individual Monument Signs in the Commercial, Industrial, and Airpark Zones. Developments that have multiple pads and are located in a commercial, industrial, or airpark zone shall be allowed to construct one individual monument sign for each freestanding building. In an effort to maintain aesthetic consistency, all individual monument signs within a project/development shall be substantially similar in design and materials. All monument signs must comply with the standards enumerated in subsections (A)(4) through (A)(7) and (C)(1) through (C)(6) of this section. Minor variations to the sign designs within a development may be considered by the planning director. More significant variations require approval by the planning commission and city council. If multiple businesses share a common structure, then a combined monument sign containing signage for each business is required. No individual monument sign is allowed for businesses that share a structure.

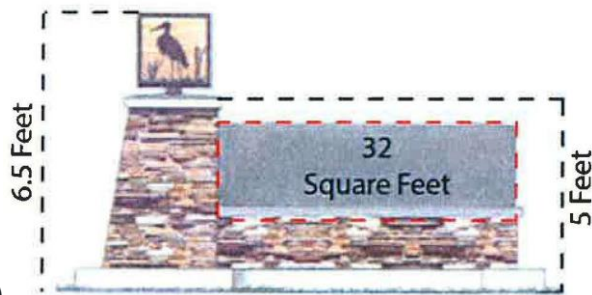


Figure 17.80.070 (B)

Preferred example of an individual monument sign

1. Height. The maximum height shall be five feet. Additional design elements, such as those depicted in Figure 17.80.070 (B), may be no higher than six and one-half feet.
2. Sign Copy. The maximum sign copy of any monument sign shall be 32 square feet.
3. Materials. Each sign shall, at a minimum, contain stone, rock, or brick at the base (at least two feet high). The recommended monument sign design is depicted in Figure 17.80.070 (B). The materials and design shall be consistent for each sign in the development/project.
4. Design. Each development should contain an element of uniqueness, but the signage throughout a development must be consistent.
5. Setback. There is no required setback for individual monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.
6. Proximity to Other Such Signs. Signs must be separated by at least 100 feet as measured diagonally across the property from center to center of both signs and shall be no closer than 100 feet to any other monument sign located on the same frontage.

D. Wall, Canopy, or Awning Signs. Wall, canopy, or awning signs are allowed in commercial, airpark, and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. Wall signs shall not take up more than 10 percent of any wall area on which the sign is located. Canopy or awning signs shall not be included in the calculation of the wall sign area, although the sign copy for

canopy signs shall not exceed 50 percent of the canopy area.



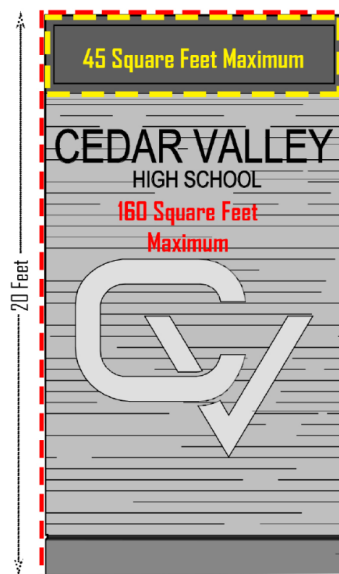
1. Illumination. Wall signs may be internally or externally lit and shall only illuminate the sign face or copy. Canopy and awning signs may be externally lit and shall only illuminate the sign face or copy.

17.80.070 E. Changeable Copy Signs. Changeable copy signs on a marquee, reader board, or other replaceable copy area are allowed in commercial, airport, and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. The changeable wording area shall not exceed 50 percent of the total sign face. Animated signs **are allowed for commercial advertisement with city approval. The approved animated signs should follow guidelines found in 17.80.070 G. with the exception of city-controlled public announcement signs, are not permitted in the city.** All lettering, background, and other aspects of changeable copy signs shall be maintained and repaired consistently to ensure that no discoloring or bleaching occurs. Gas station advertising signage is exempt from the 50 percent size restriction and is reviewed as a standalone commercial monument sign.

(Figure moved to 17.80.070 G)

F. School Monument Signs. Monument signs for public schools, charter schools, and private schools must be used primarily for informational or civic purposes, and may include electronic message centers, reader boards, or other replaceable copy signs. These signs must comply with the following standards:

1. Height. The maximum height of a school monument sign shall be 20 feet.
2. Sign Copy. The maximum sign area shall be 160 square feet.
3. Design. All signs on a site shall have consistent materials and design elements.
4. Setbacks. Signs must follow the clear vision triangle standard and may not cause a traffic/visibility concern. The specific sign location shall be approved by the planning director or his/her designee.
5. Electronic message centers/reader boards shall ~~also meet these criteria~~ **comply with standards found in 17.80.070. G**
 - ~~a. Electronic message boards or reader boards shall not exceed 45 square feet.~~
 - ~~b. Electronic message boards or reader boards may not exceed 50 percent of the total sign area.~~
 - ~~c. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum nighttime brightness and illumination standards found in EMMC **17.80.060**(D), Sign Illumination.~~



G. Electronic message centers, reader boards, or other replaceable copy signs are allowed in commercial zones. Electronic message centers, reader boards, or other replaceable copy signs in the agricultural and residential zones may only be used in conjunction with a residential development, agricultural business, church, school or an institutional or recreational facility that has received approval from the city. These signs must comply with the following standards:

1. Electronic message boards or reader boards shall not exceed 45 square feet.
2. Electronic message boards or reader boards may not exceed 50 percent of the total sign area.
3. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum nighttime brightness and illumination standards found in EMMC 17.80.060 (D), Sign Illumination.



The purpose of this letter is to disclose and describe the changes that the public would like to make to the Electronic Message Center sign code. As we are aware of some of the concerns that the city council and mayor may have on this issue it is important that we acknowledge the benefits that may come from adjusting this code to allow electronic message centers for commercial use and why we would like certain codes adjusted.

The first point I would like to present is that EMCs provide the business community with the opportunity to provide information of services and products they offer and therefore supports and enhances local business. As a growing city it is important to support local business. Certain city codes can be a determining factor if a business decides to build roots in your town or not. Being that electronic message centers are proven to increase sales; this could be one of those determining codes. As for the Businesses that have already decided to set up in this town it would be a great message of support for this code to allow them use of electronic message centers.

Another consideration for the Council is that often businesses will provide community service announcements and can also provide critical information such as amber alerts or other emergencies. Electronic message centers are currently allowed for civil and educational uses. If Businesses are allowed to purchase and operate their own EMCs and are willing to also provide messages like; community service announcements and critical information such as amber alerts or other emergencies, that is significantly more exposure for important messages as opposed to the few signs that the city or schools own. This means free exposure for important messages dispatched by the city or local officials.

We have added a restriction to the electronic message centers. We included a reasonable hold time since animation is not allowed (in the general section of the code) and hold time is currently not addressed in the code. We would propose a 5 second hold time for all message and slides. We have provided some animations to demonstrate various hold times [at this link](#).

It is important to note that the current illumination requirement of 200 nits is about 100 nits less than the recommended illumination levels of the International Sign Association. This illumination level is certainly no brighter than a standard static sign and, in several cases, would be less. We have not proposed to adjust the illumination code, rather we would like to put concerns of illumination or brightness to rest.

What we are hoping to accomplish through this amendment process is to draft a code that allows for private businesses to have similar sign privileges as the city and schools and to be able to build a sign like the city funded monument sign located on the south side UT Highway 73. As those standards have been proven to be acceptable by the city. The amendments that we have made to the Eagle Mountain Municipal Code Title 17 chapter 17.80 are an expansion of the same standards for civil and educational sign uses to businesses and commercial use.

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

7-Eleven Site Plan
Browns Meadow Preliminary Plat
Eagle Crest Commercial Plat 1 Site Plan
Eagle Plaza (Formerly Betos) Site Plan
Mochila Technology Park Rezone
Mountain America Credit Union Site Plan
Rose Ranch Rezone, Master Development Plan, and Preliminary Plat
Wildlife Corridor Rezone

Code Amendments

Commercial District Node Overlay
Industrial Zone
Landscaping Timing Requirements
Multifamily Commercial Design Standards
Private Road Standards/Intersections
Water-wise Landscaping