EAGLE MOUNTAIN
CITY COUNCIL MEETING – AMENDED AGENDA

JUNE 2, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

   1.A. DISCUSSION - Employee Procedure Manual Updates (City Issued Cell Phones) - Human Resources Manager, Angela Valenzuela
   (anticipated time 10 minutes)

   1.B. DISCUSSION - Employee Procedure Manual Updates (5.40 Credit Cards and Removal of Appendix A) - Director of Administrative Services, Kimberly Ruesch
   (anticipated time 10 minutes)

   1.C. DISCUSSION - Scenic Mountain Area Rezoning of 223 Properties - Senior Planner, Rob Hobbs
   (anticipated time 10 minutes)

2. CITY MANAGER INFORMATION ITEMS

   This is an opportunity for the City Manager to provide information to the City Council.

3. AGENDA REVIEW

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

4. ADJOURN TO A CLOSED SESSION

   The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. INFORMATION ITEMS/UPCOMING EVENTS

8. RECOGNITION/CERTIFICATION

8.A. RECOGNITION - Graduates of the 2026 Teen CERT Internship Program

9. 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.)

10. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

11. BOND RELEASES

11.A. Market Place at Town Center Phase 3 - Out of Warranty

12. MINUTES

12.A. May 19, 2026 Minutes - Regular City Council Meeting

12.B. May 26, 2026 Minutes - Budget Work Session

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Mayor to Sign a Municipal Recreation Grant Application.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Service Contract with Building Code Solutions (BCS) for Third-Party Building Permit and Plan Review and Inspection Services.

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Community Services Board Rules and Regulations.

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Subsection 8.15.080(G) of the Eagle Mountain Municipal Code Regarding Construction Work During Restricted Hours.

14.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Forged Fiber 37, LLC, a Subsidiary of AT&T.

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARING

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Considering the Disposal of a Portion of Utah County Parcel #45:326:0109, Designated as "Significant Real Property" Pursuant to Eagle Mountain Municipal Code 3.30.060 and 3.30.070.

BACKGROUND: *(Presented by City Recorder Lacie A. Messerly)* This item is a request to dispose of a portion of Utah County Parcel #45:326:0109 designated as “Significant Real Property” in accordance with EMMC 3.30.060 and 3.30.070. The application, submitted by Casey Hansen pertains to 0.01 acre of property located at Landing at Eagle Mountain, Phase 3.

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Pledge of any Portion of the City's Sales and Use Taxes to the Proposed Issuance of the Redevelopment Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Bonds") and Authorizing the Execution of Related Pledge and Bond Documents Thereto and all other Actions Required to Pledge Sales and Use Taxes to the Bonds.

BACKGROUND: *(Presented by Director of Administrative Services, Kimberly Ruesch)* This resolution authorizes the City to pledge a portion of its sales and use tax revenue toward the Redevelopment Agency’s Series 2026 bonds to finance these infrastructure improvements. The project involves a proposed 50-acre retail development anchored by Smith’s Marketplace and Lowe’s Home Improvement, using CRA and TIF financing to help fund nearby roadway improvements, including Old Airport Road, Lake Mountain Corridor, and Pony Express Parkway. The City Council previously directed Staff on May 19, 2026, to move forward with financing options to support favorable bond terms.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain, Utah, Approving the Horizon Master Development Plan.

BACKGROUND: (*Presented by Senior Planner, Robert Hobbs*) A request by Caden Hazard for Master Development Plan and for Preliminary Plat Approval for 110 single-family detached residential lots with open space all on/for approximately 109 acres of property located in Section 30, T5S, R1W, on the north side of Pony Express Parkway and Lone Tree Parkway (County Assessor Parcels/Serial # 58:040:0378) addressed as 2434 E. Pony Express Parkway in Eagle Mountain City; application set identified as the: “Horizon” project.

18. DISCUSSION OF PROPOSED FY26-27 BUDGET/NO ACTION TAKEN

18.A. INFORMATION - Proposed Property Tax Impact Schedule

BACKGROUND: *(Presented by Mayor Jared Gray)* As part of the Truth in Taxation process and in accordance with State requirements, the Mayor will read the Property Tax Impact Schedule during the meeting when the proposed budget is discussed. Members of the public will have an opportunity to appear and be heard regarding the proposed tax increase. The City Council will hold a public hearing regarding the proposed property tax increase on August 6, 2026 at 6:00 p.m. Members of the public will have an opportunity to appear and be heard regarding the proposed tax increase. For more information please go to: https://eaglemountain.gov/truth-in-taxation-property-tax/.

18.B. FISCAL YEAR 2026-2027 BUDGET DISCUSSION

BACKGROUND: The purpose of this item is for the City Council to review, discuss, and ask questions about the tentative budget. Discussion only, and no action will be taken. The tentative budget can be found online: https://city-eagle-mountain-ut-cleardoc.cleargov.com/22130/845077/d. It includes a proposed property tax increase to support public safety. The Truth in Taxation public hearing is scheduled for Thursday, August 6, 2026, at 6:00PM. The final budget for fiscal year 2026-2027 will be adopted on August 18, 2026.

An Interim Budget will be adopted on June 16, 2026, and be in effect for the period beginning on July 1, 2026, and ending after August 18, 2026, upon the City Council's adoption of the final budget. A Public Hearing to accept public comment on the Interim Budget will be held at 7:00PM on Tuesday, June 16, 2026.

19. LEGISLATIVE ITEMS

19.A. UPDATE - Legislative Priorities List

20. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

21. COMMUNICATION ITEMS

21.A. Upcoming Agenda Items

22. 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 accommodations 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 801-789-6611. 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 amended agenda notice was posted on this 29 day of May, 2026, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html.

Lacie A. Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	DISCUSSION - Employee Procedure Manual Updates (City Issued Cell Phones) - Human Resources Manager, Angela Valenzuela
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Angela Valenzuela, Human Resources Manager

PRESENTED BY
Angela Valenzuela

RECOMMENDATION:
N/A

BACKGROUND:
Discussion about proposed changes to policies and procedures allowing employees to receive a stipend in lieu of using a city-issued phone. This policy would now allow employees to elect to use their personal cell phone for a monthly stipend that will be paid in the second payroll of each month. The stipend will be set each fiscal year by our finance department during the budget process based off the city's current charges by Tmobile. Employees will be asked to read and acknowledge a cell phone agreement each year that will outline eligibility criteria, stipend amount, tax implications, employee responsibilities, and approval process.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. DRAFT - Cell Phone Stipend Policy Guide
2. Redlines

1. Purpose

This policy establishes guidelines for providing cell phone stipends to city employees whose job duties require regular mobile communication. The intent is to ensure efficient operations, maintain compliance with applicable laws, and provide fair reimbursement while safeguarding public resources.

2. Scope

This policy applies to all full-time and part-time employees of the city who are authorized to receive a cell phone stipend in lieu of a city-issued device.

3. Policy Statement

Rather than issuing and managing city-owned mobile devices, the organization may provide a monthly stipend to eligible employees who use their personal cell phones for work-related purposes. This approach reduces administrative overhead while ensuring employees remain accessible when needed.

Employees may choose to remain with a city-issued phone which is paid for directly by Eagle Mountain City.

4. Eligibility Criteria

Employees may qualify for a cell phone stipend if:

- Their position requires frequent communication outside of a standard office setting
- They must be reachable during or outside regular working hours
- They regularly conduct business via voice calls, text messaging, email, or mobile applications

Eligibility must be reviewed and approved by department head and Human Resources.

5. Monthly Stipend Structure

City employee cell phone stipend will be set by the Finance Department according to the standard contract service rate with the City's wireless services provider as of July 1st each fiscal year. In the event the City chooses to contract with a new service provider in the middle of a fiscal year, the allowance level with remain in place until the new fiscal year.

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6. Tax Implications

Cell phone stipends are generally considered taxable under IRS guidelines. Therefore:

- Stipends must be processed through payroll
- Applicable taxes will be withheld
- Employees are responsible for any personal tax implications

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7. Employee Responsibilities

Employees receiving a stipend must:

- Immediately make known their cell phone number to city personnel and notify Human Resource if their phone number changes.
- Maintain an active cell phone plan with sufficient service for job duties
- Ensure availability and responsiveness as required by their role
- Protect sensitive or confidential information in accordance with organizational policies
- Use appropriate security measures (e.g., passcodes, encryption, remote wipe capabilities if applicable)
- Notify their supervisor if their phone is lost, stolen, or compromised

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8. Acceptable Use

- Personal devices used for work must adhere to all applicable IT, data security, and public records policies
- Work-related communications may be subject to public records including GRAMA requests
- Employees should separate personal and work communications where feasible

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9. Equipment and Service Ownership

- The employee retains ownership of the device and service plan
- The city is not responsible for device purchase, maintenance, upgrades, or insurance
- The city will not reimburse costs beyond the approved stipend

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10. Approval and Review Process

- Initial stipend requests must be submitted with justification and recommendation by department head
- Eligibility will be reviewed and determined by Human Resources
- Stipends should be reviewed annually (or as needed) to confirm continued eligibility

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11. Termination or Change in Role

- Stipends will be discontinued if an employee:
    - Changes roles and no longer meets eligibility requirements
    - Terminates employment
    - Fails to comply with policy requirements
- Departments must promptly notify payroll of any changes affecting stipend eligibility

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12. Compliance and Enforcement

Failure to adhere to this policy may result in:

- Revocation of the stipend
- Disciplinary action, up to and including termination

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13. Policy Review

This policy should be reviewed periodically by Human Resources, Finance, and IT to ensure compliance with legal standards, technology changes, and organizational needs.

F. Mobile Phones. ~~It is the policy of the City to provide City-owned mobile communication devices to selected personnel for the convenience of the City and employees in the performance of their official duties.~~ City-owned cellular phones are intended for City business. Personal use of City phones is discouraged; however, the City recognizes some incidental personal use may occur. Personal phone calls should be limited in duration and frequency. Costs associated with applications downloaded to City cell phones are the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e. gambling) in content. Applications with security vulnerabilities should be uninstalled.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	DISCUSSION - Employee Procedure Manual Updates (5.40 Credit Cards and Removal of Appendix A) - Director of Administrative Services, Kimberly Ruesch
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Erin Hart, City Treasurer
Kimberly Ruesch, Finance Director

PRESENTED BY
Kimberly Ruesch

RECOMMENDATION:
N/A

BACKGROUND:
At the December 2, 2025 City Council meeting the resolution with proposed changes to section 5.40 of the Employee Procedure Manual was tabled. Staff has made adjustments to the original proposal and would like to bring the proposed redlines back to the Council for discussion.

ITEMS FOR CONSIDERATION:
The purpose of the City Credit Card is to establish a more efficient, cost-effective method of purchasing and payment for small-dollar purchases. The program helps to reduce the use of small purchase orders, petty cash, request for checks, and the use of personal funds reimbursed by expense report. The City Credit Card is not intended to avoid or bypass appropriate purchasing or payment policies and procedures. Rather, it complements existing purchasing processes.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
1. Redlines

A. By requesting a City credit card, each applicant acknowledges that they have read and understand Section 5.40 | Credit Cards, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

B. To obtain a City credit card, the employee's direct manager or department head must complete a card request with the City Treasurer or Designee, and the employee must sign the ~~an~~ Eagle Mountain Credit Card Holder Acceptance Agreement ~~(Appendix A)~~. ~~All requests will be processed through the Finance Department with final approval by City Administration~~. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for credit card policies and procedures.

C. Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

D. Cardholder Responsibility. It is the responsibility of the cardholder to ensure the following. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension, or termination.

1. Read and understand Section 5.40 | Credit Cards;
2. Sign the Credit Card Holder Acceptance Agreement ~~(Appendix A);~~
3. Make only authorized purchases as prescribed by the City's Purchasing Policy and approved departmental budget;
4. Retain receipts for all transactions. In the absence of a receipt, a missing receipt form ~~statement~~ must be ~~made~~ signed and submitted~~and signed~~ by the cardholder

explaining the absence of the receipt. This ~~statement~~ form must also be signed and approved by the employee's department head or City Administration;

5. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts for each transaction are due to the cardholder's department head by the first week of the month following the transaction;

6. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the cardholder's department head and the City Treasurer or Designee~~Finance Department~~; and

7. Report fraudulent charges or any discrepancies in ~~the~~ credit card ~~statement~~ transactions in a timely manner to the cardholder's department head and City Treasurer or Designee.

E. Treasurer or Designee Responsibilities. It is the responsibility of the Treasurer or Designee to:

1. Request and oversee the issuance of new credit cards ~~through the Finance Department and City Administration~~. The credit limit will be determined at the discretion of the City Administration, or Department Head/Managers and reviewed by the City Treasurer/Designee;

2. Review limits with Department Head/Managers or City Administration for limit change requests. Process ~~Inform the City Administration when limit change or when~~ cancellations that are needed due to personnel changes;

3. Ensure automatic payment for credit card payment is processed monthly ~~Pay credit cards immediately upon receipt~~;

4. Review and ~~R~~reconcile monthly credit card statements ~~within 15 days of payment due date~~;

5. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the City's policies and procedures;

6. Address the cardholder about questionable transactions for clarification purposes;

7. Report any misuses of credit cards immediately to the City Administration; and

8. Ensure that ~~the Treasurer's Office receives~~ copies of receipts are provided, if sales tax has been paid, to facilitate reimbursement from the State

F. Approved Credit Card Purchases. The following purchases are approved for credit card use by the City:

1. Business-related uses, subscriptions, seminars, dues, books;
2. Office supplies, furniture;
3. Small tools (purchase/rental), electrical, safety and building maintenance supplies;
4. Vehicle maintenance supplies; and
5. Certain allowable travel expenditures:

a. Conference registrations or seminar rooms;

b. City sponsored group gatherings; and

c. Hotel rooms.

G. Prohibited Credit Card Purchases. The following purchases are strictly prohibited from being purchased using a City credit card:

1. Any merchant, product, or service normally considered to be inappropriate use of City funds;
2. Purchase of items for personal use or consumption;
3. Purchasing in violation of the Purchasing Policy;
4. Capital equipment purchases/repair;
5. Gift cards/certificates; unless pre-authorized by City Administration
6. Alcohol;
7. Fuel for fleet vehicles unless traveling outside of Utah. The City ~~gas~~ fleet card should be used for fuel purchases;
8. Splitting a purchase to remain under purchasing policy limits; and
9. Consultants, including the following unless pre-authorized by City Administration, Department Head or City Treasurer/Designee:

a. Architects;

b. Engineers;

c. Attorneys and Attorney's fees; and

d. Medical, including hospital/doctor visits.

H. Built-In Restrictions. Credit limits for credit lines are dependent upon the supplier. If you find over time that these limits are too low to accommodate your monthly requirements, please contact ~~a member of the City Council to review the limit given~~your Department Head/Manager to have the limit reviewed. The City can block, if necessary, certain suppliers' Merchant Category Codes. Please refer to the ~~Finance~~ City Treasurer or Designee~~Department~~ regarding issues with a possible blocked card.

I. Reconciliation and Payment. The Eagle Mountain Credit Card Program carries City, not individual, liability. Credit card invoices will be paid by the Treasurer or Designee as outlined in this section. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

1. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, the supplier must include an itemized receipt with the date when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.

2. Each cardholder will ~~receive~~ review and reconcile credit card transactions for accuracy as outlined in Credit Card Holder Acceptance Agreement~~the city's credit card procedures~~. ~~a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent~~ Credit Card transactions will be reviewed and approved by ~~to~~ the cardholder's department head/manager ~~for review and approval~~. The cardholder's activity may be audited at any time.

J. Disputed Transactions. Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date, the issue must then be resolved between the City and the supplier. The cardholder is responsible to identify possible disputed or fraudulent transactions and immediately notify their department head/manager and the City Treasurer/Designee ~~on the monthly statement provided to them for reconciliation~~. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is

responsible for showing that the error or dispute resolution process was completed. ~~It is the cardholder's responsibility to immediately notify their Department Head if there is a possible dispute on an issued credit card~~.

K. Employee Termination. Upon notice of a cardholder terminating his current employment, the cardholder's ~~supervisor~~department head/manager and/or Human Resources is responsible to take possession of the card and any outstanding original receipts. The ~~supervisor~~ department manager/manager or Human Resources should immediately notify the ~~Finance~~ City Treasurer or Designee~~Department to notify the card issuer and close~~to close the account with the issuer.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	DISCUSSION - Scenic Mountain Area Rezoning of 223 Properties - Senior Planner, Rob Hobbs
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Community Commercial & Neighborhood Residential 3	~36.5

PUBLIC HEARING
No

PREPARED BY
Robert Hobbs, Senior Planner

PRESENTED BY
Robert Hobbs

RECOMMENDATION:
N/A

BACKGROUND:
The City is undertaking a comprehensive effort to update zoning for properties that currently have outdated or incompatible land use designations. To ensure a thorough and orderly process, zoning changes are being reviewed and recommended on an area-by-area basis.

This phase of the effort begins in the northeastern portion of the City and will progress westward, with additional attention given to undeveloped commercial and industrial areas.

For any property where rezoning is proposed, corresponding amendments to the Future Land Use Map will also be considered, as needed, to ensure consistency with the proposed zoning designation.

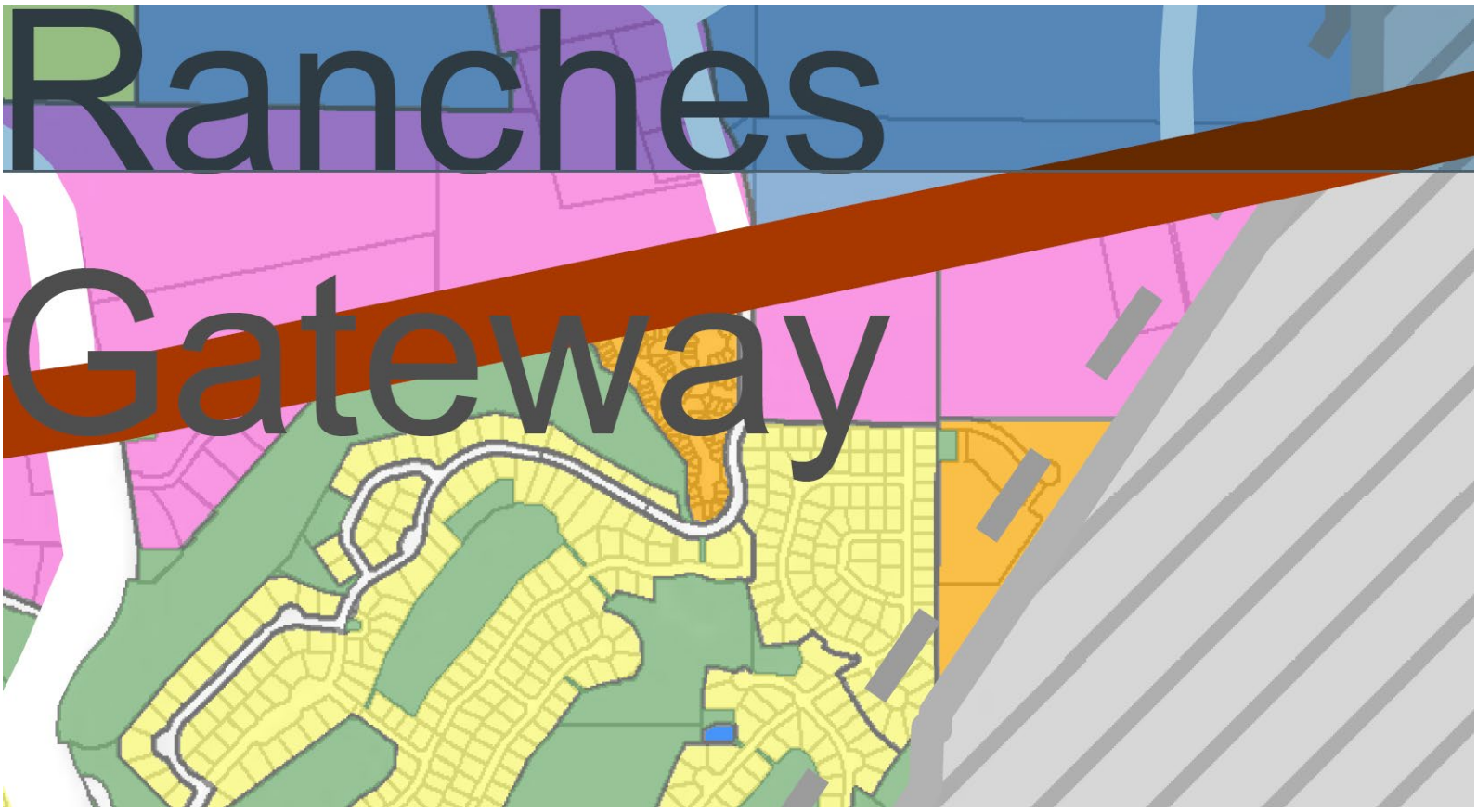
ITEMS FOR CONSIDERATION:
To assess the appropriate Future Land Use Map category/setting and zoning district for each of the 223 affected properties (parcels or lots) in the attached list.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission considered, during their May 12, 2026, the proposed rezones and Future Land Use Map amendments necessary and appropriate, with one minor change to the zoning map [which has been made].

ATTACHMENTS:
1. Scenic Mountain Future Land Use and Zoning Maps
2. Proposed Zoning Map
3. Affected Properties and Proposed Changes

4. Powerpoint

Eagle Mountain City Future Land Use Map Excerpt



LEGEND

Residential Categories:
- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

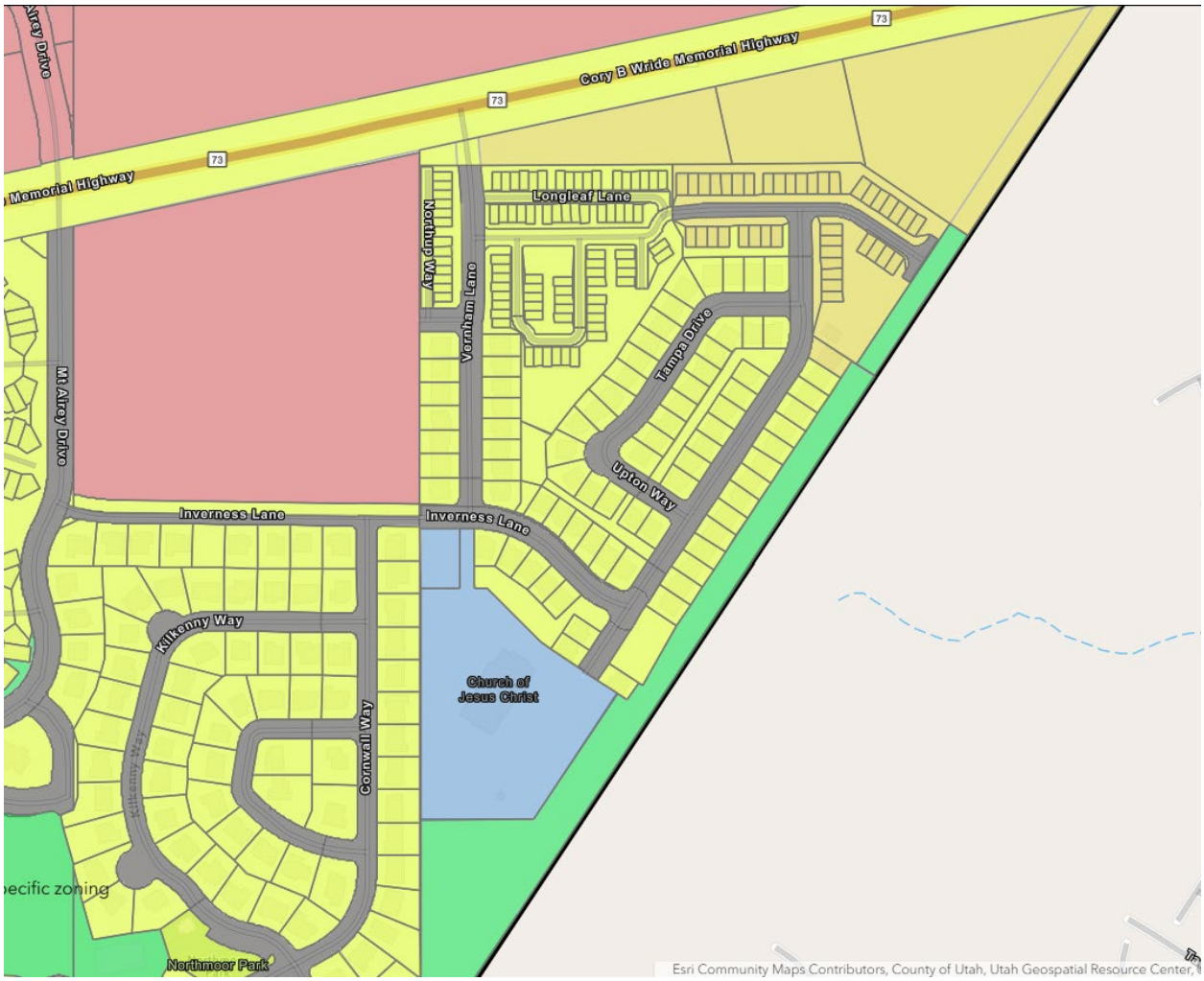
Mixed Use/Commercial Categories:
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

Public/Civic Categories:
- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION
- UDOT Highway/Freeway
- City Road Network - Collector & up

Eagle Mountain City Zoning Map Excerpt



Scenic Mountain Proposed Rezone

N

73

73

Cornwall Way

Cornwall Way

Cornwall Way

Danverse D

Proposed Zone

- Agriculture (AG)
- Multiple-Family 1 (MF-1)
- Multiple-Family 2 (MF-2)
- Open Space- Natural (OS-N)
- Open Space-Improved (OS-I)
- Public Facilities (PF)
- Residential Cluster (RC)

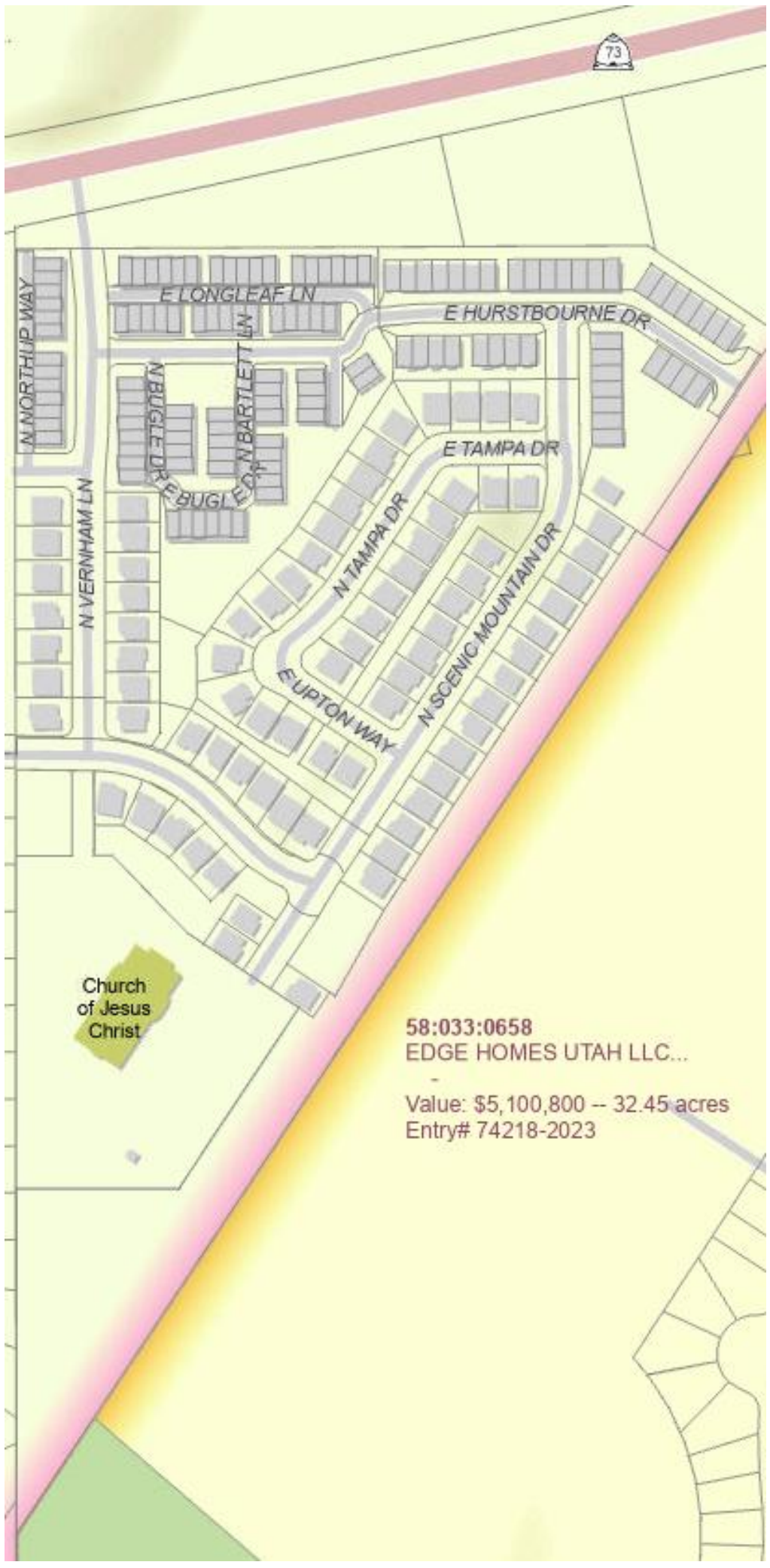
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

0 0.04 0.07 0.14 0.21 0.28 Miles

“Scenic Mountain Sector”

Future Land Use and Zoning Map Update Effort

April 2026



PROPERTY #	PROPERTY SERIAL #	ADDRESS	OWNER	PROPERTY SIZE/ACREAGE	PROPERTY TYPE	CURRENT FUTURE LAND USE DESIGNATION	CURRENT ZONE (PER CITY ZONING MAP)	PROPOSED FUTURE LAND USE DESIGNATION	PROPOSED ZONE
					Non-Single-Family Residential Properties				
1	58:033:0472	-	UDOT	1.7342	Open Parcel	Community Commercial	Scenic Mountain "Townhomes" Zone	Parks and Open Space	Open Space-Natural (OS-N)
2	58:033:0469	-	UDOT	1.4552	Open Parcel	Community Commercial	Scenic Mountain "Townhomes" Zone	Parks and Open Space	Open Space-Natural (OS-N)
3	58:033:0467	-	UDOT	4.0547	Open Parcel	Community Commercial	Scenic Mountain "Townhomes" Zone	Parks and Open Space	Open Space-Natural (OS-N)
4	66:891:0240	-	Scenic Mountain HOA	1.2931	Common Space	Community Commercial	Scenic Mountain "Flex Use Tier III-IV" Zone	Parks and Open Space	Open Space-Improved (OS-I)
5	66:728:0243	-	Eagle Mountain City	.4332	Open Space	Community Commercial	Sunset Flats "Open Space" Zone	Parks and Open Space	Open Space-Natural (OS-N)
6	58:033:0489	-	Eagle Mountain City	4.3446	Open Space	Neighborhood Residential 3 (NR 3)	Scenic Mountain "Natural Open Space" Zone	Parks and Open Space	Open Space-Natural (OS-N)
7	66:643:0118	-	Eagle Mountain City	.3192	Open Space	Neighborhood Residential 3 (NR 3)	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Natural (OS-N)
8	66:643:0119	-	Eagle Mountain City	.4502	Open Space	Neighborhood Residential 3 (NR 3)	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Natural (OS-N)
9	66:643:0120	-	Scenic Mountain HOA	.0519	Common Space	Community Commercial	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Improved (OS-I)
10	66:728:0242	-	Scenic Mountain HOA	.29	Common Space	Community Commercial	Scenic Mountain "Residential" Zone	Parks and Open Space	Open Space-Improved (OS-I)
11	66:728:0241 (x3 sections)	9330 N. Scenic Mountain Drive; Eagle Mountain	Scenic Mountain HOA	1.6643	Common Space	Community Commercial	Scenic Mountain "Townhomes" Zone	Parks and Open Space	Open Space-Improved (OS-I)
12	66:720:0153	-	Scenic Mountain HOA	.3113	Common Space	Community Commercial	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Improved (OS-I)
13	66:678:0136	-	Scenic Mountain HOA	.179	Common Space	Community Commercial	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Improved (OS-I)
14	66:784:0181	-	Scenic Mountain HOA	.2017	Common Space	Community Commercial	Scenic Mountain "SFD Cluster" Zone	Parks and Open Space	Open Space-Improved (OS-I)
15	66:895:0114	-	Scenic Mountain HOA	.2505	Common Space	Community Commercial	Scenic Mountain "Flex Use Tier III-IV" Zone	Parks and Open Space	Open Space-Improved (OS-I)
16	66:897:0333	-	Scenic Mountain HOA	.2698	Common Space	Community Commercial	Scenic Mountain "Flex Use Tier III-IV" Zone	Parks and Open Space	Open Space-Improved (OS-I)
17	66:897:0334	-	Scenic Mountain HOA	.2187	Common Space	Community Commercial	Scenic Mountain "Flex Use Tier III-IV" Zone	Parks and Open Space	Open Space-Improved (OS-I)
18	66:728:0244	E. Hurstbourne Drive	Scenic Mountain HOA	.5736	Street	Community Commercial	Scenic Mountain "Agriculture (Roads)" Zone	Agricultural	Agriculture (AG)

19	66:891:0242	E. Hurstbourne Drive (portion)/N. Bugle Drive/N. Bartlett Lane/N. Crowley Way	Scenic Mountain HOA	.7711	Streets	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Agricultural	Agriculture (AG)
20	66:720:0154	N. Scenic Mountain Drive/E. Upton Way (portion)	Eagle Mountain City	1.1157	Street	Community Commercial	Scenic Mountain “Agriculture (Roads)” Zone	Agricultural	Agriculture (AG)
21	66:784:0182	E. Tampa Drive/N. Tampa Drive/E. Upton Way (portion)	Eagle Mountain City	.9226	Streets	Community Commercial	Scenic Mountain “Agriculture (Roads)” Zone	Agricultural	Agriculture (AG)
22	66:897:0335	E. Longleaf Lane	Scenic Mountain HOA	.2656	Street	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Agricultural	Agriculture (AG)
23	66:643:0121 (x3 sections)	N. Scenic Mountain Drive (portion)	Eagle Mountain City	.362	Street	Community Commercial	Scenic Mountain “Agriculture (Roads)” Zone	Agricultural	Agriculture (AG)
24	66:307:0109	N. Scenic Mountain Drive/E. Inverness Lane (portion)	Eagle Mountain City	.7343	Streets	Community Commercial	Scenic Mountain “Agriculture (Roads)” Zone	Agricultural	Agriculture (AG)
25	66:678:0134	N. Vernham Lane/E. Vernham Court	Eagle Mountain City	.9873	Street	Community Commercial	Scenic Mountain “Agriculture (Roads)” Zone	Agricultural	Agriculture (AG)
26	66:307:0110	4338 E. Inverness Lane	Corp. of Pres. Bishop of Church of Jesus Christ of LDS	4.0978	Church	Neighborhood Residential 3 (NR 3)	Non-MDA “Church” Zone	Civic Uses/Schools	Public Facilities (PF)
27	66:307:0103	-	Eagle Mountain City	.2824	Open Space	Neighborhood Residential 3 (NR 3)	Non-MDA “Church” Zone	Parks and Open Space	Open Space-Natural (OS-N)
RESIDENTIAL BUILDING LOTS									
PROPERTY #	**PROPERTY SERIAL #**	**ADDRESS**	**OWNER**	**PROPERTY SIZE/ACREAGE**	**PROPERTY TYPE**	**CURRENT FUTURE LAND USE DESIGNATION**	**CURRENT ZONE (PER CITY ZONING MAP)**	**PROPOSED FUTURE LAND USE DESIGNATION**	**PROPOSED ZONE**
28	66:728:0212	4535 E. Hurstbourne Drive	Pyles, Nicholas S. & Melinda S.	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
29	66:728:0213	4531 E. Hurstbourne Drive	Constantino, Joseph	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)

30	66:728:0214	4527 E. Hurstbourne Drive	Castellanos, Patricia	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
31	66:728:0215	4523 E. Hurstbourne Drive	Barlow, Nichele & Sandra	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
32	66:728:0216	4519 E. Hurstbourne Drive	Rojas, Carlos Alvarez	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
33	66:728:0217	4515 E. Hurstbourne Drive	RE Utah LLC	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
34	66:728:0218	4509 E. Hurstbourne Drive	Wall, Stephen & Chelsea	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
35	66:728:0219	4501 E. Hurstbourne Drive	Jarrow, Zachary O. & Yoani	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
36	66:728:0220	4497 E. Hurstbourne Drive	Maldonado, Daniel	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
37	66:728:0221	4491 E. Hurstbourne Drive	Carroz, Alejandro Mosquera	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
38	66:728:0222	4487 E. Hurstbourne Drive	Hansen, Carol	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
39	66:728:0223	4481 E. Hurstbourne Drive	Kempton, Thomas	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
40	66:728:0224	4477 E. Hurstbourne Drive	Peterson, Jared Ryan & Lea Giselle	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
41	66:728:0225	4473 E. Hurstbourne Drive	Paternina, Jose Medina	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
42	66:728:0226	4463 E. Hurstbourne Drive	Dalton, Kyle Anthony & Allison Kay	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
43	66:728:0227	4459 E. Hurstbourne Drive	Cruz, Alana De La & Matthew De La	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
44	66:728:0228	4453 E. Hurstbourne Drive	Donosso, Lilian	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)

45	66:728:0229	4449 E. Hurstbourne Drive	Pectol, Lori Ann	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
46	66:728:0230	4443 E. Hurstbourne Drive	Natera, Jesus Manuel	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
47	66:728:0231	4439 E. Hurstbourne Drive	Mower, Mark & Shelby	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
48	66:728:0232	4433E. Hurstborne Drive	Smith, Riley & Jenna	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
49	66:728:0233	4438 E. Hurstbourne Drive	Berrett, Joshua	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
50	66:728:0234	4442 E. Hurstbourne Drive	Paredez, Lautaro G. Galvez	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
51	66:728:0235	4448 E. Hurstbourne Drive	Jensen, Spencer & Mindy Nicole	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
52	66:728:0236	4452 E. Hurstbourne Drive	Fine, Traci	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
53	66:728:0237	4460 E. Hurstbourne Drive	Bickmore, Keefin	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
54	66:728:0238	4466 E. Hurstbourne Drive	Blue Hat LLC	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
55	66:728:0239	4470 E. Hurstbourne Drive	Rongstad, Mark C.	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
56	66:728:0240	4476 E. Hurstbourne Drive	Whitney, Joseph M. (et al)	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
57	66:728:0207	9378 N. Scenic Mtn. Drive	Jennings, Cassidy & Athena McKay	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
58	66:728:0206	9372 N. Scenic Mtn. Drive	Eggen, Jadon	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
59	66:728:0205	9368 N. Scenic Mtn. Drive	Chacon, Joseph	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)

60	66:728:0204	9362 N. Scenic Mtn. Drive	Daffern, Allyson & Lori	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
61	68:728:0203	9358 N. Scenic Mtn. Drive	Smoot, Bailee & Tayton D.	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
62	66:728:0202	9352 N. Scenic Mtn. Drive	Souza, Alexandre De Mello E.	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
63	68:728:0201	9348 N. Scenic Mtn. Drive	Ercanbrack, Melissa Marie	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
64	66:728:0211	4536 E. Hurstbourne Drive	Ledbetter, Marlen O.	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
65	66:728:0210	4530 E. Hurstbourne Drive	A & J Eagle Mountain Properties LLC	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
66	66:728:0209	4526 E. Hurstbourne Drive	Dong, Weixi	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
67	66:728:0208	4522 E. Hurstbourne Drive	Crux Management LLC	.0293	Townhouse	Community Commercial	Scenic Mountain “Townhomes” Zone (residential)	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
68	66:720:0144	9324 N. Scenic Mountain Drive	Lyons, Timothy Christopher	.1078	Detached House	Community Commercial	Residential	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
69	66:720:0143	9314 N. Scenic Mountain Drive	Alisa, Trevor K.	.0951	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
70	66:720:0142	9308 N. Scenic Mountain Drive	Nelson, Jordan & Whitney	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
71	66:720:0141	9300 N. Scenic Mountain Drive	Byington, Bradley & Amber	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
72	66:720:0140	9292 N. Scenic Mountain Drive	Jensen, Jared L.	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
73	66:720:0139	9284 N. Scenic Mountain Drive	Jones, Jordan M. & Meredith M.	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
74	66:720:0138	9278 N. Scenic Mountain Drive	Berg, Morgan & Saibreya	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
75	66:720:0137	9270 N. Scenic Mountain Drive	Hanson, Wesley Britten & Jessica Raven	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
76	66:720:0136	9262 N. Scenic Mountain Drive	Hawkins, Colby Lynn & Ashley Dawn	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
77	66:720:0135	9254 N. Scenic Mountain Drive	Crane, Matthew Aaron	.0936	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)

78	66:720:0134	9246 N. Scenic Mountain Drive	Hollings, Adam	.0936	Detached House	Neighborhood Residential 3 (NR 3)/Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
79	66:720:0133	9238 N. Scenic Mountain Drive	Morley-Walker, Paul & David	.0936	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
80	66:720:0132	9232 N. Scenic Mountain Drive	Zhao, Yiman (et al)	.0936	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
81	66:720:0131	9224 N. Scenic Mountain Drive	Tippets, Paul J. & Jessica S.	.0936	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
82	66:643:0116	9214 N. Scenic Mountain Drive	Szvoboda, Ezra	.0936	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
83	66:643:0117	9178 N. Scenic Mountain Drive	Gonzales, Jorre A.	.0903	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
84	66:643:0107	9189 N. Scenic Mountain Drive	Jones, Daren Blake & Shayla	.0839	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
85	66:643:0106	9197 N. Scenic Mountain Drive	Burge, Zachary & Bailey	.0839	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
86	66:643:0105	4388 E. Inverness Lane	Phan, Tram (et al)	.0898	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
87	66:643:0104	4378 E. Inverness Lane	Johnson, Devron & Courtney	.0896	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
88	66:643:0103	4368 E. Inverness Lane	Security Service Federal Credit Union	.1012	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
89	66:643:0102	4358 E. Inverness Lane	Iloba, Ikechukwu & Tega Juliet	.1027	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
90	66:643:0101	4348 E. Inverness Lane	Selander, Aaron (et al)	.1225	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
91	66:643:0115	4405 E. Inverness Lane	Wright, Chad P. & Melissa L.	.1225	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
92	66:643:0114	4397 E. Inverness Lane	Thatcher, Andrew Glenn & Enid Jhanira	.1055	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
93	66 :643 :0113	4389 E. Inverness Lane	Gerber, Robert Michael & Christina Marie	.0974	Detached House	Neighborhood Residential 3 (NR 3)	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
94	66:643:0112	4383 E. Inverness Lane	Goddard, Jason & Amber	.08888	Detached House	Neighborhood Residential 3 (NR 3)/Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
95	66:643:0111	4377 E. Inverness Lane	Day, Melvin Thomas & Terri Jo	.0833	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
96	66:643:0110	4367 E. Inverness Lane	Rezac, Chase and Stephanie (et al)	.0844	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)

97	66:720:0152	4424 E. Upton Way	Jones, Tyler	.0994	Detached House	Neighborhood Residential 3 (NR 3)/Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
98	66:784:0153	4416 E. Upton Road	Martell, Spencer & Courtnee	.0832	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
99	66:784:0154	4404 E. Upton Road	Stephens, Michael	.0857	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
100	66:784:0155	4396 E. Upton Road	Ivie, Brian	.0864	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
101	66:784:0156	4392 E. Upton Road	Greenleaf, Nathan & Laurie	.1301	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
102	66:784:0157	9279 N. Tampa Drive	Peterson, Matthew J.	.129	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
103	66:784:0158	9258 N. Tampa Drive	Faber, Elizabeth & Casey	.0991	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
104	66:784:0159	9291 N. Tampa Drive	Martin, Elija Reid (et al)	.1084	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
105	66:784:0160	9297 N. Tampa Drive	Orgill, Ammon	.1197	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
106	66:784:0161	9307 N. Tampa Drive	Hernandez, Alexandra & Manases	.0997	Detached House	Community Commercial	Scenic Mountain	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
107	66:784:0162	9315 N. Tampa Drive	Torres, Victor Domingues Svezia & Chelsea Walton	.0976	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
108	66:784:0163	9321 N. Tampa Drive	Broadstone, Donald & Ailyn	.0978	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
109	66:784:0164	9329 N. Tampa Drive	Barrantes, Marcos Emilio & Heather	.0979	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
110	66:784:0165	9337 N. Tampa Drive	Mavani, Jigar	.0981	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
111	66:784:0166	9345 N. Tampa Drive	Wood Mark B. & Michelle A. (et al)	.1332	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
112	66:784:0167	4447 E. Tampa Drive	Narayan, Michael Warren	.1335	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
113	66:784:0168	4455 E. Tampa Drive	Herrera, Hilary	.092	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
114	66:784:0169	4465 E. Tampa Drive	Christensen, William Randall & Hillary Jo	.092	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
115	66:784:0170	4475 E. Tampa Drive	Dickerson, William & Erica	.1096	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
116	66:784:0171	4474 E. Tampa Drive	Rosello, Jorge	.1029	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
117	66:784:0172	4464 E. Tampa Drive	Indurthi, Baji Babu (et al)	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)

118	66:784:0173	9332 N. Tampa Drive	Gomez, Jessie & Elise R.	.1165	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
119	66:784:0174	9324 N. Tampa Drive	Harris, Brian & Kelsey	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
120	66:784:0175	9318 N. Tampa Drive	Soroa, Wesley J. Whetten (et al)	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
121	66:784:0176	9310 N. Tampa Drive	Jensen, Brennan B. & Kaitlin P.	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
122	66:784:0177	9302 N. Tampa Drive	Baeza, Richard Marcos & Rachel L.	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
123	66:784:0178	9296 N. Tampa Drive	Schmidt, Shaylyn & Miguel	.0839	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
124	66:784:0179	9288 N. Tampa Drive	Slaughter, Nathaniel D. & Rylee	.0906	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
125	66:784:0180	9280 N. Tampa Drive	Ellers, Rebecca Lynn & Nathan M.	.1227	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
126	66:720:0151	9261 N. Scenic Mountain Drive	Mowrey, Brokk Weston & Tacy	.0994	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
127	66:720:0150	9269 N. Scenic Mountain Drive	Yorkshire Place LC	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
128	66:720:0148	9283 N. Scenic Mountain Drive	White, Shawn Keenan & Kaeley	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
129	66:720:0147	9291 N. Scenic Mountain Drive	Vloe, David	.0831	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
130	66:720:0146	9301 N. Scenic Mountain Drive	Gundersen, Ted D.	.0832	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
131	66:720:0145	9307 N. Scenic Mountain Drive	Peterson, Matt J. Jr. (et al)	.0832	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
132	66:643:0109	9262 N. Vernham Lane	Ibrahim, George Henry & Sofia	.1232	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
133	66:678:0118	9270 N. Vernham Lane	Groesbeck, Brock & Paige	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
134	66:678:0119	9280 N. Vernham Lane	Torres, Mario & Christina	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
135	66:678:0120	9288 N. Vernham Lane	Horne, Devin & Toni	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
136	66:678:0121	9298 N. Vernham Lane	Robins, Alan & Veronica	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
137	66:678:0122	9306 N. Vernham Lane	March, Benjamin	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
138	66:678:0123	9316 N. Vernham Lane	Butler, Andrew & Toriann	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
139	66:678:0124	9324 N. Vernham Lane	Sargent, Andrew & Samantha	.0975	Detached House	Community Commercial	Scenic Mountain “SFD Cluster” Zone	Neighborhood Residential 2 (NR 2)	Residential Cluster (RC)
140	66:895:0101	9347 N. Vernham Lane	Cisternas, Jaime (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
141	66:895:0102	9351 N. Vernham Lane	Belide, Ramu (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)

142	66:895:0103	9355 N. Vernham Lane	Salih, Wani (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
143	66:895:0104	9359 N. Vernham Lane	Lambert, Cannon & Brigitta	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
144	66:895:0105	9363 N. Vernham Lane	Silva, Augusto	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
145	66:895:0106	9367 N. Vernham Lane	Cutler, Paige & Justin D.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
146	66:895:0107	9371 N. Vernham Lane	Hurdsman, Brayson Darrin & Abby Emily	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
147	66:895:0108	9379 N. Vernham Lane	Garcia, Mario A. (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
148	66:895:0109	9383 N. Vernham Lane	Velasquez, Esteban Xavier Espinoza	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
149	66:895:0110	9387 N. Vernham Lane	Brady, Kent & Emma (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
150	66:895:0111	9391 N. Vernham Lane	Jackson, Raquel (et al)	.0202	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
151	66:895:0112	9395 N. Vernham Lane	Ales, Jordan & Alexis	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
152	66:895:0113	9399 N. Vernham Lane	Stephens, Makay B. & Amanda B.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
153	66:891:0201	9362 N. Vernham Lane	Thompson, Teresa A.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
154	66:891:0202	9360 N. Vernham Lane	Pedigo, Jacob B. (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
155	66:891:0203	9356 N. Vernham Lane	Mortensen, Jordan & Claire	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
156	66:891:0204	9352 N. Vernham Lane	Akinbo, Yetunde S.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
157	66:891:0205	9348 N. Vernham Lane	Capson, Jennifer Susan	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
158	66:891:0206	9344 N. Vernham Lane	Dupaix, Taylor or Joseph & Camri Jean-Iverson	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
159	66:891:0207	9340 N. Vernham Lane	Suarez, Jose Jimenez (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
160	66:891:0208	9336 N. Vernham Lane	Abankwa, Chris A. & Gifty	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 3 (NR 3)	Multiple-Family 2 (MF-2)
161	66:891:0214	4364 N. Bugle Drive	Casillas, Fidel Quintana (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
162	66:891:0215	4368 N. Bugle Drive	Foster, John T.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
163	66:891:0216	4374 N. Bugle Drive	Jones, Brennen L. & Ryan M.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
164	66:891:0217	4378 N. Bugle Drive	Singleton, Jacob & Madison	.0202	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
165	66:891:0218	4382 N. Bugle Drive	Sobreira, Leonardo De Maria (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)

166	66:891:0219	4386 N. Bugle Drive	Donan, Vhina	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
167	66:891:0213	9338 N. Bugle Drive	Desirable Holdings LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
168	66:891:0212	9342 N. Bugle Drive	Zazueta, Esmeralda Rocha	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
169	66:891:0211	9346 N. Bugle Drive	Baymiller, Brent K. & Kanako	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
170	66:891:0210	9350 N. Bugle Drive	Ojeda, Tomas Rafael (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
171	66:891:0209	9354 N. Bugle Drive	Tremble, Sierra	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
172	66:891:0224	9353 N. Bugle Drive	McCombs, Mckenzie & Brycen	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
173	66:891:0223	9349 N. Bartlett Lane	Dickson, Darren & Melissa	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
174	66:891:0222	9345 N. Bartlett Lane	Rogoz, James (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
175	66:891:0221	9341 N. Bartlett Lane	Cole, Scott Michael & Yaa Asantewaa	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
176	66:891:0220	9337 N. Bartlett	Rojas, Andres (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
177	66:891:0225	9328 N. Bartlett Lane	Gittins, Taelor Jon & Brooklyn Fagergren	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
178	66:891:0226	9332 N. Bartlett Lane	Mcewan, Raith William & Hannah Grace	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
179	66:891:0227	9336 N. Bartlett Lane	Sabey, Ian F. & Shayla A.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
180	66:891:0228	9342 N. Bartlett Lane	Frehner, Casey (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
181	66:891:0229	9346 N. Bartlett Lane	Davis, Matthew Douglas	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
182	66:891:0230	9352 N. Bartlett Lane	Improta, Gian Alessandro & Allyson Lois	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
183	66:891:0231	9356 N. Bartlett Lane	Lezama, Javier Duran (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
184	66:891:0232	9360 N. Bartlett Lane	Groom, Matthew Wesley	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
185	66:891:0233	9364 N. Bartlett Lane	Hanson, Mikaela (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
186	66:891:0234	9365 N. Crowley Way	Browning, Corbin T.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
187	66:891:0235	9361 N. Crowley Way	Wilkins, Dirk & Annmarie	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
188	66:891:0236	9357 N. Crowley Way	Rees, Isabelle Kwon (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
189	66:891:0237	9353 N. Crowley Way	Burningham, Catharine & Kirk	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)

190	66:891:0238	9362 N. Crowley Way	Bingham, Zachary (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
191	66:891:0239	9366 N. Crowley Way	Khautisen, David	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
192	66:897:0318	4414 E. Hurstbourne Drive	Empyre Holdings 20 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
193	66:897:0319	4410 E. Hurstbourne Drive	Empyre Holdings 19 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
194	66:897:0320	4406 E. Hurstbourne Drive	Empyre Holdings 18 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
195	66:897:0321	4402 E. Hurstbourne Drive	Empyre Holdings 17 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
196	66:897:0322	4398 E. Hurstbourne Drive	Empyre Holdings 17 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
197	66:897:0323	4388 E. Hurstbourne Drive	Empyre Holdings 15 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
198	66:897:0324	4384 E. Hurstbourne Drive	Empyre Holdings 14 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
199	66:897:0325	4380 E. Hurstbourne Drive	Empyre Holdings 13 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
200	66:897:0326	4376 E. Hurstbourne Drive	Empyre Holdings 12 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
201	66:897:0327	4372 E. Hurstbourne Drive	Empyre Holdings 11 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
202	66:897:0328	4364 E. Hurstbourne Drive	Empyre Holdings 06 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
203	66:897:0329	4360 E. Hurstbourne Drive	Empyre Holdings 07 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
204	66:897:0330	4356 E. Hurstbourne Drive	Empyre Holdings 08 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
205	66:897:0331	4352 E. Hurstbourne Drive	Empyre Holdings 09 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)

206	66:897:0332	4348 E. Hurstbourne Drive	Empyre Holdings 10 LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
207	66:897:0301	4349 E. Longleaf Lane	Muley Builders LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
208	66:897:0302	4353 E. Longleaf Lane	Muley Builders LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
209	66:897:0303	4357 E. Longleaf Lane	Muley Builders LLC	.0202	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
210	66:897:0304	4361 E. Longleaf Lane	Muley Builders LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
211	66:897:0305	4365 E. Longleaf Lane	Muley Builders LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
212	66:897:0306	4369 E. Longleaf Lane	Muley Builders LLC	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
213	66:897:0307	4377 E. Longleaf Lane	Grant, Austen	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
214	66:897:0308	4381 E. Longleaf Lane	Dunn, Robert Jr. & Robert Sr.	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
215	66:897:0309	4385 E. Longleaf Lane	Geiger, Garrett (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
216	66:897:0310	4389 E. Longleaf Lane	Walker, Cameron (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
217	66:897:0311	4393 E. Longleaf Lane	Mills, Scott Harold & Kaitlin Michelle	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
218	66:897:0312	4403 E. Longleaf Lane	Capps, Kelly	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
219	66:897:0313	4407 E. Longleaf Lane	Vance, Eric (et al)	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
220	66:897:0314	4411 E. Longleaf Lane	Marshall, Taran	.0202	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
221	66:897:0315	4415 E. Longleaf Lane	Lamm, Payton	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
222	66:897:0316	4419 E. Longleaf Lane	Lowery, Cheri Chism & David Michael	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)
223	66:789:0317	4423 E. Longleaf Lane	Morales, Teresa	.021	Townhouse	Community Commercial	Scenic Mountain “Flex Use Tier III-IV” Zone	Neighborhood Residential 2 (NR 2)	Multiple-Family 1 (MF-1)

City Council

June 02, 2026



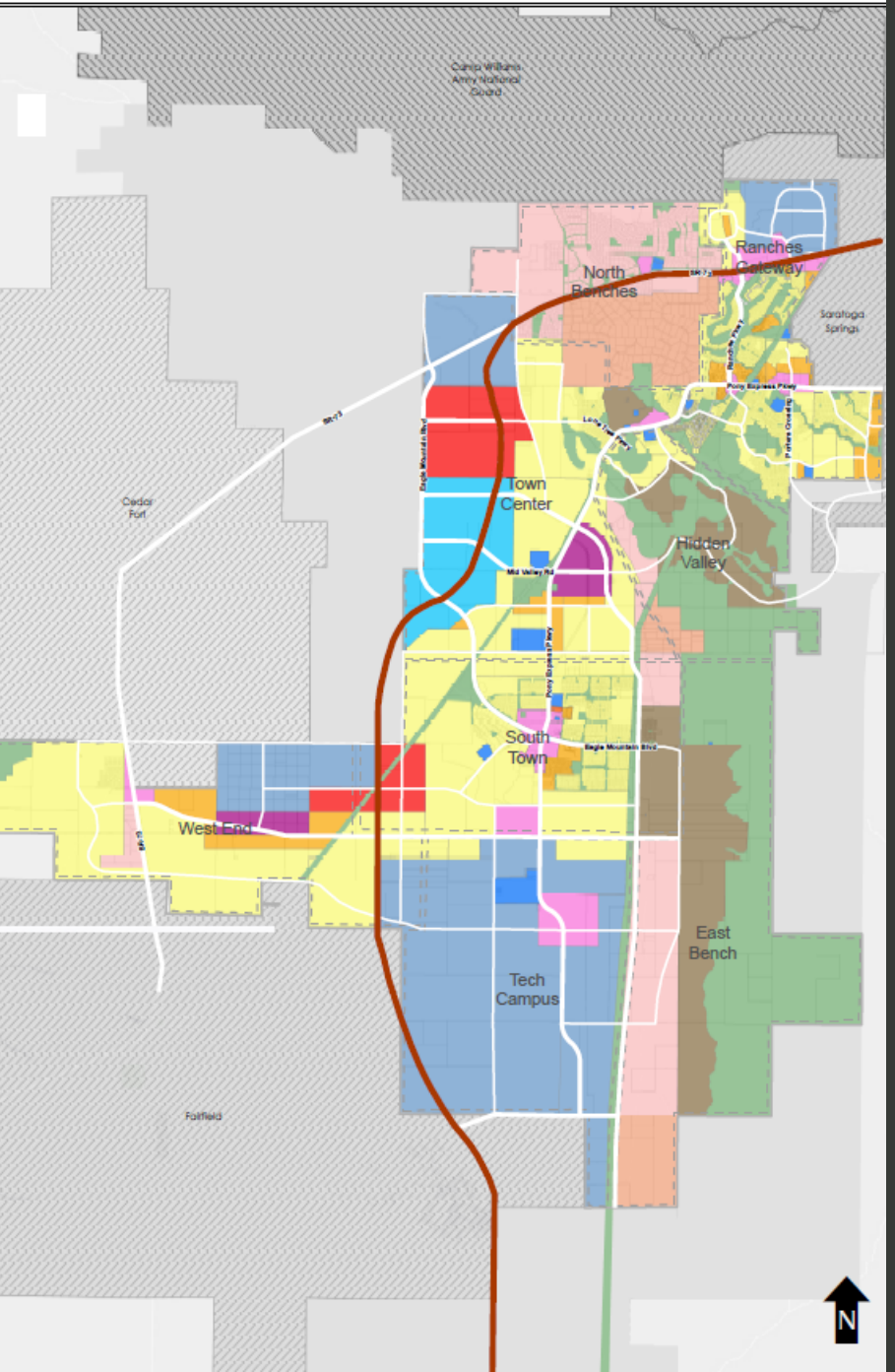
Scenic Mountain

Discussion on Rezone

E LONGLEAF LN
E HURSTBOURNE DR
N NORTHRUP WAY
N VERNHAM LN
N BARTLETT LN
E BUGLE DR
E TAMPA DR
N TAMPA DR
E UPTON WAY
N SCENIC MOUNTAIN DR
Church of Jesus Christ
58:033:0658
EDGE HOMES UTAH LLC...
-
Value: $5,100,800 -- 32.45 acres
Entry# 74218-2023


58:033:0658
EDGE HOMES UTAH LLC...
Value: $5,100,800 -- 32.45 acres
Entry# 74218-2023

FUTURE LAND USE & TRANSPORTATION MAP



LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

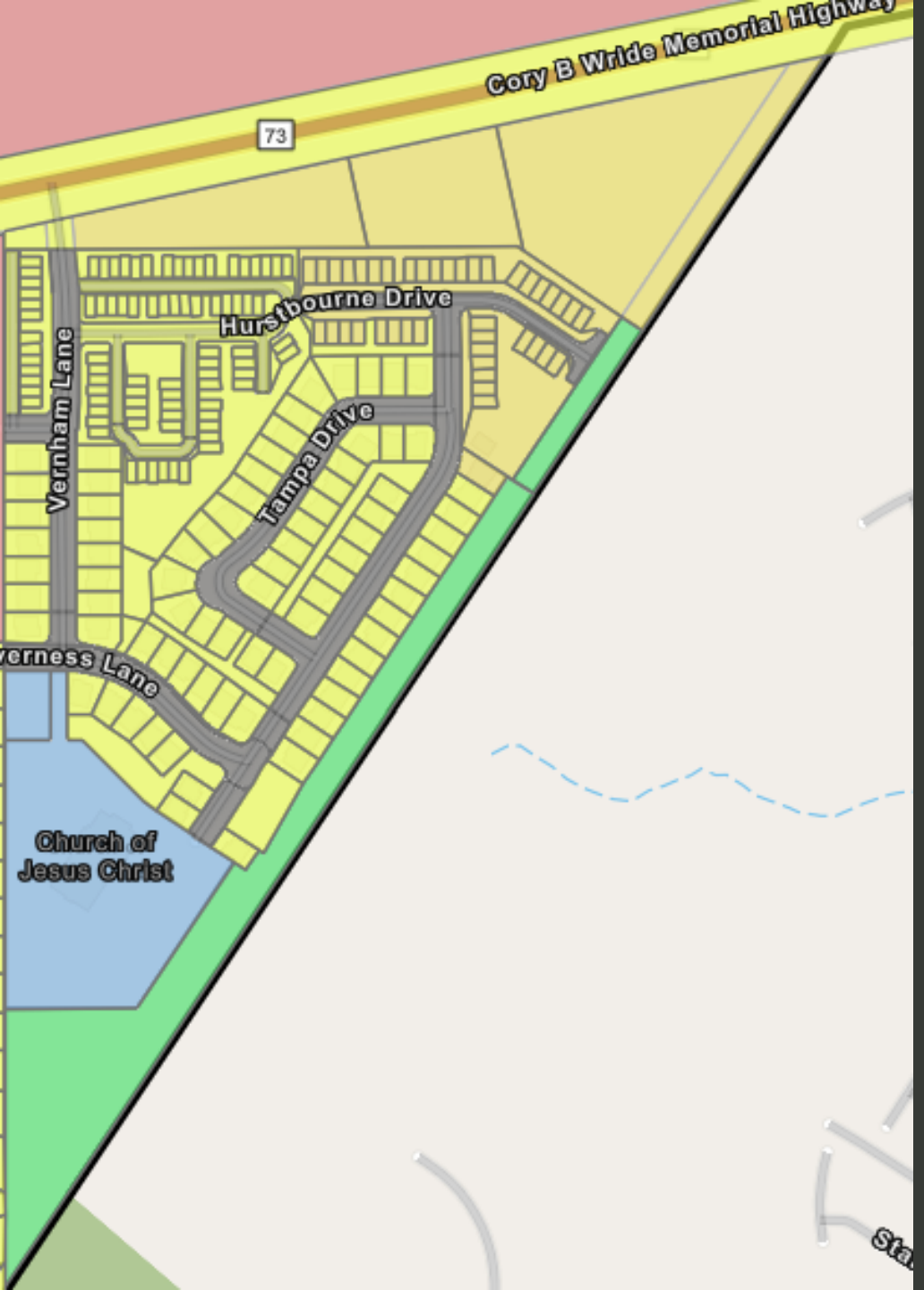
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

- NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

- UDOT Highway/Freeway
- City Road Network - Collector & up


Cory B Wride Memorial Highway
73
Hurstbourne Drive
Vernham Lane
Tampa Drive
verness Lane
Church of
Jesus Christ


Scenic Mountain Proposed Rezone
N
Proposed Zone
Agriculture (AG)
Multiple-Family 1 (MF-1)
Multiple-Family 2 (MF-2)
Open Space- Natural (OS-N)
Open Space-Improved (OS-I)
Public Facilities (PF)
Residential Cluster (RC)

Scenic Mountain Rezone: Property List



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RECOGNITION - Graduates of the 2026 Teen CERT Internship Program
ITEM TYPE:	Recognition
FISCAL IMPACT:	
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Lacie Messerly, City Recorder

PRESENTED BY
David Ulibarri

RECOMMENDATION:
It is recommended that the Mayor and City Council recognize the 2026 graduates of the Teen CERT Internship program.

BACKGROUND:
Eagle Mountain City proudly recognizes the 2026 graduates of the Teen CERT Internship program. These exceptional young individuals completed a rigorous training series and earned five national emergency response certifications, equipping them with vital skills in disaster preparedness, first aid, fire safety, and more. Their dedication to public service and emergency readiness is a testament to the strength and potential of our community's future leaders.

We want to welcome the Mayor and City Council to congratulate this outstanding group of teens.

The graduates are:

- Axcel Rubio (Army Basic Training)
- Ryan Easley
- Zander Osborn
- Keizer Rocha
- Logan Bennett
- Kailee Roberts
- Avery Sherman
- Colton Miller
- Kenzie Reed
- Cleo Craig
- Dallan Robbins
- Kale'a Lecker
- Delilah Snell

- Caidence Rideout
- Thomas Westmoreland
- Kate Westmoreland
- Laura Gallardo

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
None

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ENGINEERING

Thursday, May 14, 2026

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

SUBJECT: **Market Place at Town Center phase 3 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Lacie Messerly, City Recorder

BOND RELEASE REQUEST LETTER
Market Place at Eagle Mountain
Town center
Phase 3

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

1st Bond Release	
Original Bond Amount:	$ 359,257.80
Previous Release Amount:	$ -
Amount to Release this Period:	$ 312,131.00
Amount Remaining in Bond :	$ 47,126.80

Bond Releases Summary	
#1	$ 312,131.00
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 312,131.00

11/25/2024

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS									
a	30" curb & gutter	461	LF	$40.00	$18,440.00	0	461	100%	$18,440.00	$18,440.00
b	Asphalt paving	10880	SF	$5.00	$54,400.00	0	10880	100%	$54,400.00	$54,400.00
c	Sidewalk	2414	SF	$10.00	$24,140.00	0	2414	100%	$24,140.00	$24,140.00
d	ADA ramp	6	EA	$1,500.00	$9,000.00	0	6	100%	$9,000.00	$9,000.00
e	Asphalt trail	4077	SF	$4.00	$16,308.00	0	4077	100%	$16,308.00	$16,308.00
f	4' wide waterway	208	SF	$8.00	$1,664.00	0	208	100%	$1,664.00	$1,664.00
g	6' wide waterway	216	SF	$8.00	$1,728.00	0	216	100%	$1,728.00	$1,728.00
h	SWPPP	1	LS	$3,000.00	$3,000.00	0	1	100%	$3,000.00	$3,000.00
2	STORM DRAIN									
a	18" storm drain pipe	497	LF	$90.00	$44,730.00	0	447.3	90%	$40,257.00	$40,257.00
b	15" storm drain pipe	27	LF	$75.00	$2,025.00	0	24.3	90%	$1,822.50	$1,822.50
c	24" storm drain pipe	247	LF	$105.00	$25,935.00	0	222.3	90%	$23,341.50	$23,341.50
d	60" manhole	3	EA	$5,000.00	$15,000.00	0	2.7	90%	$13,500.00	$13,500.00
e	Inlet box	4	EA	$2,500.00	$10,000.00	0	3.6	90%	$9,000.00	$9,000.00
f	3'x3' junction box w/lid	1	EA	$6,000.00	$6,000.00	0	0.9	90%	$5,400.00	$5,400.00
g	4'x4' junction box w/lid	1	EA	$8,200.00	$8,200.00	0	0.9	90%	$7,380.00	$7,380.00
h	Connect to existing	1	EA	$3,000.00	$3,000.00	0	0.9	90%	$2,700.00	$2,700.00
i	Flared end section	1	EA	$500.00	$500.00	0	0.9	90%	$450.00	$450.00
3	SEWER									
a	12" sewer pipe	263	LF	$60.00	$15,780.00	0	236.7	90%	$14,202.00	$14,202.00
b	60" Manhole	2	EA	$5,000.00	$10,000.00	0	1.8	90%	$9,000.00	$9,000.00
c	6" sewer pipe	70	LF	$50.00	$3,500.00	0	63	90%	$3,150.00	$3,150.00
4	WATER									
a	2" PE water line	76	LF	$15.00	$1,140.00	0	76	100%	$1,140.00	$1,140.00
b	2" water mter & service	3	EA	$3,500.00	$10,500.00	0	3	100%	$10,500.00	$10,500.00
c	8" PVC C-900 water main	519	LF	$32.00	$16,608.00	0	519	100%	$16,608.00	$16,608.00
d	8" gate valve	5	EA	$2,000.00	$10,000.00	0	5	100%	$10,000.00	$10,000.00
e	6" PVC C-900 water main	41	LF	$25.00	$1,025.00	0	41	100%	$1,025.00	$1,025.00
f	6" gate valve	2	EA	$1,500.00	$3,000.00	0	2	100%	$3,000.00	$3,000.00
g	6" PVC fire line	11	LF	$25.00	$275.00	0	11	100%	$275.00	$275.00
h	Fire hydrant	1	EA	$4,700.00	$4,700.00	0	1	100%	$4,700.00	$4,700.00
i	Connect to existing	1	EA	$6,000.00	$6,000.00	0	1	100%	$6,000.00	$6,000.00
	TOTAL CONSTRUCTION COST				**$326,598.00**					
	10% Bond Coverage				$32,659.80					
							Released this Period		$312,131.00	
	TOTAL BOND AMOUNT:				**$359,257.80**					

Vince Hogge, P.E.
Engineering Director

11-25-2024
Date

Robert Ballif
Engineering Tech. II

11/25/24
Date

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAIN.GOV

ENGINEERING

DATE: Thursday, May 14, 2026
TO: Vince Hogge
FROM: Robert Ballif Engineering Assistant
SUBJECT: Market Place plat 3 walk through exit warranty-Updated

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

Robert Ballif – EM Engineering Tech. II

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

General:

1. ~~Provide the exit sewer video.~~

Eagle MTN Blvd.:

1. ~~The slope on the west side needs to be a 3:1 or 4:1 max slope max. Check to make sure it meets the spec. The slope needs to be fixed/graded.~~
2. ~~Off site sewer manhole on the west by trail to be brought up or graded to keep water out.~~

Raven Way:

1. ~~The broken sidewalk to be replaced by stop sign.~~
2. ~~Lot # 301 north storm drain manhole clean.~~
3. ~~North blow off and valve to be exposed with valve boxes and lids (water) with a hand tight plastic cap on the pipe.~~
4. ~~Lot # 301 blow off by the transformer, the pipe to be accessible, bring pipe to grade with hand tight plastic cap.~~
5. ~~Sewer manhole by intersection remove or fix the grout on the south of the pipe, it is coming loose.~~

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

23-045 SUB P3

The Marketplace at Eagle Mountain Town Center Phase 3

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah
2024

Narrative

This Subdivision was requested by Bill Gaskill to create 3 Lots.

This Survey retraces and honors a previous 2016 Boundary/Topographical Survey by Focus Engineering and Surveying, LLC File No. 18-288, a 2023 ALTA Survey by AWA and the adjacent Mountain America Federal Credit Union Eagle Mountain Subdivision.

A line between monuments found for the Southeast Corner and the East Quarter Corner of Section 12 was assigned the VRS derived bearing of North 0°27'12" East as the Basis of Bearings to match a NAD83 Utah Central Zone State Plane Datum reference to North.

Cross Access will be established by separate document.

Direct Communications

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

Marjorie Clifford — 8/21/2024
Direct Communications — Date

First Digital

First Digital certifies that it will provide telecommunications service to this subdivision utilizing the trenches provided by the developer.

Dal Edwards — 8-21-24
First Digital — Date

Enbridge, Inc.

Questar Gas Company, dba Dominion Energy Utah, dba Enbridge, Inc. hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge, Inc. may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations of liabilities including prescriptive rights and other rights, obligations of liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.
Approved this 21 day of Aug, 2024.

Questar Gas Company dba Dominion Energy Utah dba Enbridge, Inc.
By- [signature]
Title- PR Construction Mgr II

Rocky Mountain Power

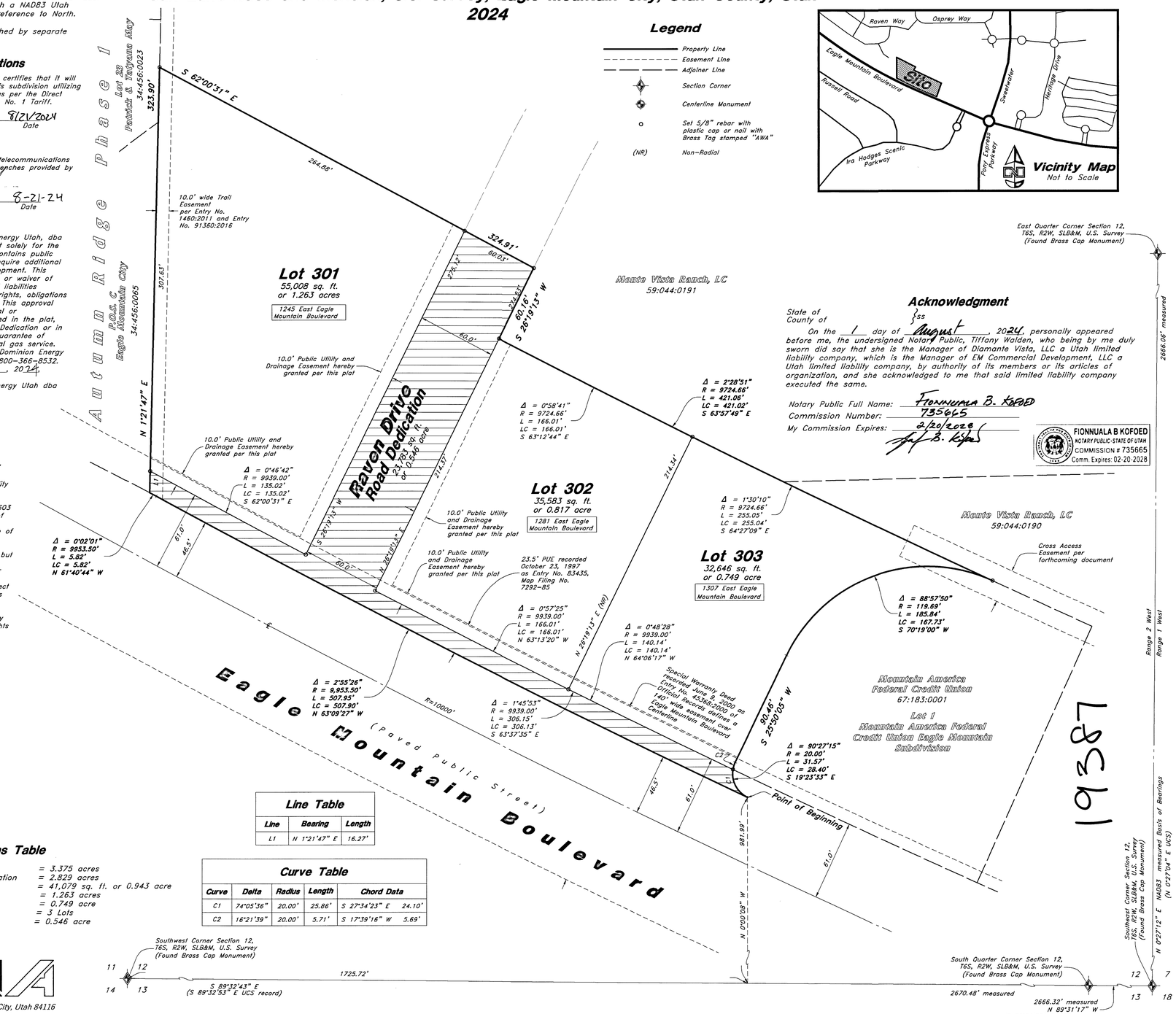
1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the Owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains Public Utility Easements and approximates the location of the Public Utility Easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not effect any right that Rocky Mountain Power has under:

a. A recorded easement or Right-of-Way
b. The law applicable to prescriptive rights
c. Title 54, Chapter 8a, damage to underground utility facilities or
d. Any other provision of law

Approved this 21st day of August, 2024.

Rocky Mountain Power Company
By- Dal Edwards
Title- Srn. Estimator

Scale: 1" = 40'
40' 0 40' 80'



Line Table

Line	Bearing	Length
L1	N 1°21'47" E	16.27'

Curve Table

Curve	Delta	Radius	Length	Chord Data	
C1	74°05'36"	20.00'	25.86'	S 27°34'23" E	24.10'
C2	16°21'39"	20.00'	5.71'	S 17°39'16" W	5.69'

Calculations Table

Total Acreage	= 3.375 acres
Total Acreage in Lots after dedication	= 2.829 acres
Average Lot size	= 41,079 sq. ft. or 0.943 acre
Largest Lot size	= 1.263 acres
Smallest Lot size	= 0.749 acre
Total Number of Lots	= 3 Lots
Total Acreage in Right-of-Way	= 0.546 acre

AWA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Acknowledgment

State of
County of } ss

On the 1 day of August, 2024, personally appeared before me, the undersigned Notary Public, Tiffany Walden, who being by me duly sworn did say that she is the Manager of Diamante Vista, LLC a Utah limited liability company, which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and she acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: Fionnuala B. Kofoed
Commission Number: 735665
My Commission Expires: 2/20/2028
[signature]

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 735665
Comm. Expires: 02-20-2028

Surveyor's Certificate

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have retraced Utah County Record of Survey No. 18-288, being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Marketplace at Eagle Mountain Town Center Phase 3.

Boundary Description

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

Beginning at a point on the Northeasterly line of Eagle Mountain Boulevard as it exists at 46.50 foot half-width, located 1725.72 feet South 89°32'43" East along the South line of said Section 12; and 981.99 feet North 0°00'08" West from a Brass Cap Monument found marking the Southwest Corner of said Section 12; and running thence along said Northeasterly line the following two courses: Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 507.95 feet (Center bears North 25°22'50" East, Central Angle equals 2°55'26" and Long Chord bears North 63°09'27" West 507.90 feet) to the North line of the South half of the Southwest Quarter of said Section 12; and continuing Northwesterly along said curve a distance of 5.82 feet (Central Angle equals 0°02'01" and Long Chord bears North 61°40'44" West 5.82 feet) to the Easterly line of Autumn Ridge Phase 1 recorded as Entry No. 108734:2007 and as Map Filing No. 12383 in the Official Records of Utah County; thence North 1°21'47" East 323.90 feet along said Easterly line; thence South 62°00'31" East 324.91 feet; thence South 26°19'13" West 60.16 feet to a point on a curve; thence Southeasterly along the arc of a 9724.66 foot radius curve to the left a distance of 421.06 feet (Center bears North 27°16'36" East, Central Angle equals 2°28'51" and Long Chord bears South 63°57'49" East 421.02 feet) to a point on a curve; thence Southwesterly along the arc of a 119.69 foot radius curve to the left a distance of 185.84 feet (Center bears South 24°47'55" West, Central Angle equals 88°57'50" and Long Chord bears South 70°19'00" West 167.73 feet) to a point of tangency; thence South 25°50'05" West 90.46 feet to a point of curvature; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 31.57 feet (Central Angle equals 90°27'15" and Long Chord bears South 19°23'33" East 28.40 feet) to said Northeasterly line of Eagle Mountain Boulevard and the point of beginning.

Contains 147,020 sq. ft.
or 3.375 acres
3 Lots
and Road Dedication

30 July, 2024
Date:

David M. Hamilton
Utah PLS No. 12966234

Owner's Dedication

We, the undersigned Owners of all the real property depicted on this plat described in the Surveyors Certificate on this plat, have caused the land described on this plat to be divided into 3 Lots, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

In witness whereof we have hereunto set our hands this 12, day of August, A.D. 2024.

EM Commercial Development, LLC

[signature] 8/6/24
by: its Co-Manager: CP EM, LLC, a Utah limited liability Company
by: William Gaskill
its: Manager

[signature] 8/1/24
by: its Co-Manager: Diamante Vista, LLC, a Utah limited liability Company
by: Tiffany Walden
its: Manager

ENT 61509:2024 MAP# 19387
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 9 04:25 PM FEE 56.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

Acknowledgment

State of
County of } ss

On the 9 day of August, 2024, personally appeared before me, the undersigned Notary Public, William Gaskill, who being by me duly sworn did say that he is the Manager of CP EM, LLC a Utah limited liability company which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: Tarun N. Johar
Commission Number: 725202
My Commission Expires: 06-10-2026

Acceptance by Legislative Body

The City Council of Eagle Mountain City, County of Utah, Approves this Subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 27 day of August, 2024.

Approved by Mayor
Approved by City Attorney
Approved by City Engineer
Attest by City Recorder
(See Seal Below)

The Marketplace at Eagle Mountain Town Center Phase 3

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

SURVEYORS SEAL — 12966234 PROFESSIONAL LAND SURVEYOR David M. Hamilton STATE OF UTAH

NOTARY PUBLIC SEAL — FIONNUALA B KOFOED NOTARY PUBLIC-STATE OF UTAH COMMISSION # 735665 Comm. Expires 02-20-2028

CITY ENGINEER SEAL — REGISTERED PROFESSIONAL ENGINEER No. 266022 CHRISTOPHER TODD TRUSTY 8-6-24 STATE OF UTAH

CLERK-RECORDER SEAL — EAGLE MOUNTAIN 19 96 CORPORATE SEAL

T4S R2W SLB&M
Sec 12, T6S, R2W SLB&M

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

MAY 19, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared R. Gray; Councilmembers Craig Whiting, Melissa Clark, Rich Wood, Brett Wright and Zachory Huish.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Director of Legislative and Strategic Services; Marcus Draper, City Attorney; Lacie Messerly, City Recorder; Kimberly Ruesch, Director of Administrative Services; Kyle Ireland, Communications Manager; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Stephanie Allred, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Zac Hilton, Assistant Public Works Director; David Salazar, Assistant City Engineer; Michele Graves, Library Director; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief and Melissa Yates, Purchasing Agent.

CITY STAFF PRESENT ELECTRONICALLY: Brad Hickman Public Works Director

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Gray called the meeting to order at 4:03 PM.

Mayor Gray announced that Item 1.B. would be the first discussion item.

1. DISCUSSION AND INFORMATION ITEMS

1.B. DISCUSSION – Become a Believer City Benjamin Lyne

The recording of the discussion can be found online here at 00:03:28.

Eagle Mountain City resident Benjamin Lyne provided background information regarding his efforts to promote positivity within the community, including the creation of a nonprofit organization encouraging community involvement and uplifting messaging. Mr. Lyne presented the organizations website, invited the City Council to consider becoming a "Believer City," and responded to questions from the City Council.

DRAFT

1.A. DISCUSSION – Tax Increment Finance Bonding Option Discussion – Laura Lewis and Randy Larson

The recording of the discussion can be found online here at 00:18:15.

Laura Lewis of Lewis Young and Birmingham and Randy Larson of Gillmore Bell Law Firm provided an overview of a Tax Increment Financing (TIF) bond, discussed potential revenue benefits, presented financing structure options for City Council consideration related to the issuance and administration of the proposed bond, and responded to questions from the City Council. Feedback was requested from the City Council regarding the preferred financing structure option.

1.C. DISCUSSION – Recreation & Events Sponsorship/Advertising – Deputy City Manager, Steve Mumford & Community Services Board Chair, Jessie Southworth

The recording of the discussion can be found online here at 00:49:31.

Community Services Board Chair Jessie Southworth discussed the potential use of corporate sponsorships for City recreation programs and community events. Ms. Southworth explained that municipalities and organizations commonly use sponsorships to offset program costs, expand services, and support additional events while maintaining an appropriate balance between community atmosphere and business advertising. Ms. Southworth requested direction from the City Council and responded to questions.

1.D. DISCUSSION – Corrigan Farms Rezone – Senior Planner, David Stroud

The recording of the discussion can be found online here at 00:59:55.

Senior Planer David Stroud presented the item, reviewed a map of the area, and recommended approval of the rezone to the Regional, Technology, and Industry (RTI) Overlay Zone.

1.E. DISCUSSION – Deer Run Concept Plan

The recording of the discussion can be found online here at 01:03:01.

Senior Planner David Stroud presented the item and explained that Ivory Homes is proposing a single-family subdivision in the area and is seeking feedback from the City Council. Brad Mackay of Ivory Homes responded to questions from the City Council.

Mayor Gray announced that Item 1.F. would be tabled until June 2, 2026.

1.F. DISCUSSION – Scenic Mountain Area Rezoning of 223 Properties – Senior Planner, Rob Hobbs

1.G. DISCUSSION – Utility Billing Water Assistance Program – City Treasurer, Erin Hart

The recording of the discussion can be found online here at 01:33:01.

City Treasurer Erin Hart presented proposed updates to the Community Development Block Grant Utility Assistance Program, including expanding eligibility to renters and homeowners; increasing assistance to 50% of the utility bill, up to $75 per month; allowing year-round applications; limiting applications to once per year; and providing up to three months of automatic assistance for qualified applicants.

2. CITY MANAGER INFORMATION ITEMS

The recording of the discussion can be found online here at 01:36:35.

City Manager Ben Reeves provided information and updates to the City Council.

2. AGENDA REVIEW

14.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Memorandum of Agreement with Ivory Homes.

The recording of the discussion can be found online here at 01:41:20.

City Attorney Marcus Draper responded to questions from City Council regarding the Memorandum of Agreement with Ivory Homes.

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain Municipal Code Chapter 17.10.030 Definitions and 17.25.040 Residential Development Standards.

The recording of the discussion can be found online here at 01:50:15.

City Attorney Marcus Draper provided clarification and responded to questions from the City Council.

4. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Whiting moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The Work Session was adjourned at 5:57 PM.

The recording of the motion can be found online here at 01:56:21.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Gray called the meeting to order at 7:10 PM.

The recording of the discussion can be found online here at 02:00:53.

6. PLEDGE OF ALLEGIANCE

2026 Pony Express Queen, Kadence Sorensen led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

7.A. UPCOMMING EVENTS – Events Manager, Down Hancock

The recording of the discussion can be found online here at 02:01:51.

Events Manager Dawn Hancock provided an overview of upcoming events.

RECOGNITION/INTRODUCTIONS

8.A. INTRODUCTION – 2026 Pony Express Days Rodeo Royalty

The recording of the discussion can be found online here at 02:07:04.

Mayor Gray introduced the 2026 Pony Express Rodeo Royalty:

Queen: Kadence Sorensen
- 1st Attendant: Lydia Knapp
- 2nd Attendant: Camilla Sylvester

Princess: Kelsey Bohn
- 1st Attendant: Nicole Anacleto
- 2nd Attendant: Whitley Peterson

9. PUBLIC COMMENTS

Mayor Gray opened the public comment period at 7:20PM.

The following individuals spoke during the Public Comment period:

- David Peterson – Resident of the Silver Lake community, spoke in favor of a new road from the Silver Lake community to the new high school.

- Robert Woodward – Resident of the Silverlake community, voiced support of a new road from the Silver Lake community to provide an alternative exit.

- Scott Griffeth – Resident of the Silver Lake community, requested an additional road to improve connectivity due to congestion, safety concerns, and emergency evacuation needs, and requested installation of a stop sign at Golden Eagle and Silver Creek Way.

Mayor Gray closed the public comment period at 7:26 PM.

The recording of the discussion can be found online here at 02:10:27.

10. APPOINTMENTS

10.A. Planning Commission Appointments

1. Chad Decoursey – One-Year Vacated Term, May 2026 through March 2027

MOTION: *Councilmember Huish moved to approve the appointment of Chad Decoursey for Planning Commission for a one-year vacated term beginning May 2026 through March 2027. Councilmember Clark seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:16:48.

1. Laura Jensen – Three-Year Term Alternate, May 2026 through March 2029

MOTION: *Councilmember Clark moved to approve the appointment of Laura Jensen for Planning Commission Alternate for a three-year term beginning May 2026 through March 2029. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:17:31.

City Recorder Lacie Messerly administered the Oath of Office to Chad Decoursey and Laura Jensen as Planning Commission Members.

11. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 02:20:38.

CONSENT AGENDA

12. BOND RELEASES

12.A. Oquirrh Mountain Ranch Phase B, Plat 2 – Out of Warranty

12.B. Overland Village 2 Phase A, Plat 2 – Out of Warranty

13. MINUTES

13.A. May 5, 2026 Minutes – Regular City Council Meeting

14. RESOLUTIONS

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Correcting a Scrivener's Error in Resolution No. 2026-31, A Resolution Accepting the Eagle Mountain Tentative Budget for Fiscal Year 2026-2027 and Setting a Public Hearing for Interim Budget for June 16, 2026 and Setting a Public Hearing for Budget Adoption on August 18, 2026.

14.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Memorandum of Agreement with Ivory Homes.

14.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Initiating the City's Withdrawal from Unified Fire Service Area.

MOTION: *Councilmember Clark moved to approve the Consent Agenda, including correcting a typo in Item 14.A. to reflect 2026-2027 and removing Item 14.B. for placement under Scheduled Items on the current agenda. Councilmember Wright seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the discussion can be found online here at 02:38:54.

SCHEDULED ITEMS

14. RESOLUTION

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Memorandum of Agreement with Ivory Homes.

The recording of the discussion can be found online here at 02:40:07.

Brad Mackay of Ivory Homes provided clarification and responded to questions from the City Council.

MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Approving a Memorandum of Agreement with Ivory Homes with the following amendments in section (e):*

- *Revise the language from "will" to "may" in the sentence, "The City may consider providing benefits to the Developer…"; and*
- *Remove subsection (i) "reduced water requirements per lot."*

Councilmember Wright seconded the motion.

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:49:02.

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.10.030 Definitions and 17.25.040 Residential Development Standards.

The recording of the discussion can be found online here at 02:49:56.

Long Range Planner Elizabeth Fewkes provided a background of the item, outlined challenges and benefits, reviewed the proposed code amendment and responded to questions from the City Council. Ms. Fewkes requested feedback from the City Council.

Mayor Gray opened the Public Hearing period at 8:26 PM. Seeing no one wished to speak Mayor Gray closed the Public Hearing at 8:26 PM.

MOTION: *Councilmember Wood moved to deny an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.10.030 Definitions and 17.25.040 Residential Development Standards. Councilmember Wright seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:21:31.

16. ORDINANCES

16.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Approving the Flagship Homes Development Agreement.

The recording of the discussion can be found online here at 03:30:20.

City Attorney Marcus Draper presented the item and responded to questions from the City Council.

MOTION: *Councilmember Whiting moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Flagship Homes Development Agreement. Councilmember Wright seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:32:22.

17. LEGISLATIVE ITEMS

19.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 03:32:46.

Management and Policy Analyst John Magness and City staff provided updates on the Legislative Priorities List and requested additional direction from City Council regarding items on the priorities list.

MOTION: *Councilmember Wood moved to add pricing of concreate forms to the Legislative Priorities List. Councilmember Huish seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:34:45.

MOTION: *Councilmember Wright moved to add to the Legislative Priorities List a direction for staff to work with the City Council to develop a policy regarding paper water rights and prioritization dates. Councilmember Wood seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:38:56.

18. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

Mayor Gray and the City Councilmembers offered comments and reports on committees to which they are assigned as liaisons.

The recording of the discussion can be found online here at 03:51:11.

19. COMMUNICATION ITEMS

19.A. Financial Report

19.B. Upcoming Agenda Items

20. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 9:05 PM. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:55:32.

The meeting was adjourned at 9:05PM.

Approved by the City Council on June 2, 2026.

_____

Lacie A. Messerly
City Recorder

EAGLE MOUNTAIN
SPECIAL SESSON – BUDGET WORK SESSION

MAY 26, 2026, 3:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Jared Gray; Councilmembers Craig Whiting, Melissa Clark and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Zachory Huish

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Director of Legislative and Strategic Services; Lacie Messerly, City Recorder; Stephanie Allred, Deputy Recorder; Kimberly Ruesch, Director of Administrative Services; Terrence Dela Pena, Finance and Management Analyst; Zac Hilton, Assistant Public Works Director; Mack Straw, Assistant Public Works Director; David Salazar, Assistant City Engineer; David Ulibarri, Public Safety Director; Brad Hickman, Public Works Director and Erik Knutzen, Chief Deputy Sheriff.

CITY STAFF PRESENT ELETRONICALLY: Michele Graves, Library Director.

3:00 PM BUDGET WORK SESSION - CITY COUNCIL CHAMBERS

A. INFORMATION/STATEMENT - The Mayor intends to state that the tentative budget includes a proposed property tax increase for public safety.

No comments were made regarding the Information/Statement item, as it was addressed during Item 2.A.

1. CALL TO ORDER

Mayor Gray called the meeting to order at 3:06 PM and excused Councilmember Rich Wood.

2. DISCUSSION OF PROPOSED BUDGET

2.A. INFORMATION - Property Tax Impact Schedule

Mayor Gray read the Proposed Property Tax Impact Schedule.

DRAFT

The recording of the discussions can be found online here at 00:05:48.

2.B. BUDGET DISCUSSION ITEM

The recording of the discussions can be found online here at 00:09:41.

Staff reviewed the tentative Fiscal Year 2026–2027 Budget with the City Council, with primary focus placed on tentative budget employee requests. Staff and Council discussed the operational needs associated with the requested positions, department priorities, and the financial impacts related to staffing requests. Councilmembers asked questions regarding the proposed positions and provided feedback and direction to staff regarding budget considerations moving forward.

3. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn the meeting at 5:23 PM. Councilmember Whiting seconded the motion.*

Melissa Clark	Yes
Zachory Huish	Yes
Craig Whiting	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the discussions can be found online here at 02:22:38.

The meeting was adjourned at 5:23 PM.

Approved by the City Council on June 2, 2026.

Lacie A. Messerly
City Recorder

DRAFT

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Mayor to Sign a Municipal Recreation Grant Application.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$25,369 in Available Funding
APPLICANT:	Community Services Board

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Steve Mumford

RECOMMENDATION:
The Community Services Board recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Authorizing the Mayor to Sign a Municipal Recreation Grant Application for the funds to be used to complete some missing trail connections in the City Center area.

BACKGROUND:
Utah County provides funding each year to cities in the form of the Municipal Recreation Grant, which comes from the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax, mandated by State Code. These funds are to be used to finance tourism promotion, or for development, operation, and maintenance of a cultural facility, recreation facility, or tourist facility (or airport or convention facilities). The amounts available are based on the Census estimates for each city. The amount available for Eagle Mountain this year is $25,369. The deadline to submit the application is June 8th. Alternatively, if a viable project isn't identified, the City can submit the application requesting that the funds be carried over to next year and added to next year's total.

Past projects funded by this grant in Eagle Mountain include a trailhead, the cemetery gazebo, asphalt trails, playground equipment, and others.

ITEMS FOR CONSIDERATION:
The Community Services Board recently discussed this grant, considered the best use of the funds, and recommended that the City submit an application to use the funds to complete some missing asphalt trail connections in the City Center area. The request is that you approve the resolution to authorize the Mayor to sign the application for the funds to be used to complete some missing trail connections in the City Center area. The Board didn't identify the specific trail connections to be built, but there are several open space areas located within some of the oldest subdivisions in the city center that are lacking asphalt trails. Staff is working to identify a trail to be submitted for this grant, and will present some options to the City Council at the meeting for direction/feedback.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING THE MAYOR TO SIGN A MUNICIPAL RECREATION GRANT APPLICATION

PREAMBLE

WHEREAS, Eagle Mountain City recognizes the importance of recreational facilities, parks, and trails for the health, welfare, and quality of life of its residents; and

WHEREAS, grant funding is available through Utah County to assist municipalities with recreation-related programs; and

WHEREAS, Eagle Mountain City desires to apply for such funding to complete missing asphalt trail connections in the City Center area: and

WHEREAS, the City Council finds it to be in the best interest of Eagle Mountain City to authorize the Mayor to execute all documents necessary for the application and administration of the grant.

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

1. The Mayor is hereby authorized to sign a Municipal Recreation Grant Application and any associated documents necessary for the application and administration of the grant.

2. Eagle Mountain City agrees to comply with all applicable federal, state, and local laws, regulations, and grant requirements associated with the funding.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of June, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of June, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Service Contract with Building Code Solutions (BCS) for Consulting Work Related to Third-Party (3rd) Party Building Permit and Plan Review and Inspection Services.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Service Contract with Building Code Solutions (BCS) for Third-Party Building Permit and Plan Review and Inspection Services.

BACKGROUND:
This is a request for the Council to approve a service agreement with Building Code Solutions (BCS) for third-party building permit and plan review and inspection services. The Building Department has historically contracted with WC3 for 3rd party help in reviewing and inspecting large projects, such as data centers. With the number of large simultaneous projects, it appears we have exceeded WC3's capacity, and staff is desirous to have an additional 3rd party available to help with review and inspection tasks. Additionally, many of WC3's old employees have gone to work with BCS. This new contract would not result in additional costs for the City because such 3rd party costs are passed onto the applicant. Even with the help of 3rd party reviewers, staff still has an enormous load of reviews and inspections. Each inspector is averaging around 20 inspections a day. Our Building Official and Plans Examiner are frequently called into the field for inspections. Additionally, we have QTS, Meta, and Williams (Meta power plant)—which are all very large projects—in process. So, 3rd party services are greatly needed, as is a sufficiently large staff to deal with all review and inspection tasks.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Resolution
2. Contract

RESOLUTION NO. R-____-2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A SERVICE CONTRACT WITH BUILDING CODE SOLUTIONS (BCS) FOR PLAN REVIEW AND INSPECTION SERVICES

PREAMBLE

WHEREAS, The City Council of Eagle Mountain City, Utah, finds it to be in the public interest to approve a Service Contract with Building Code Solutions (BCS) for Plan Review and Inspection Services, as set forth in Exhibit A; and

WHEREAS, the City Council has determined that approval of the Service Contract supports the City's infrastructure and public service needs.

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

1. The Service Contract with Building Code Solutions (BCS), attached hereto as Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of June, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of June, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY
CONTRACT FOR SERVICES

This contract and all attachments are public record.

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

Building Code Solutions (BCS)
Name

11757 Sun Tea Way
Address

South Jordan Utah 84009
City, State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Name: Layne Western

Email: layne@bcscodegroup.com

Phone Number: 801.870.4302 Vendor Number: 6023104

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME**:
Plan Review and Inspection Services

3. **CONTRACT PERIOD**:

Effective Date: 6-3-2026 **Project Completion Deadline**: N/A

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 6-3-2031

Renewal Options (if applicable): N/A

4. **CONTRACT COSTS**: See Cost Schedule (Attachment B).
   a. Total Contract Cost: See fee schedule attached GL Account No: 10-33-42420-4531
   b. Is this project a budgeted project: ☐ Yes ☑ No Is this a fixed-price contract: ☐ Yes ☑ No
   c. Does the contract need City Council approval: ☑ Yes ☐ No Date of CC approval: _____

Eagle Mountain City Project Manager Signature: Brandon Larsen
Brandon Larsen (May 27, 2026 09:14:13 MDT)

Eagle Mountain City Purchasing Agent Signature: Melissa Gates

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

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

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

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

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

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

Dated this _____ day of _____ , 20_____ .

EAGLE MOUNTAIN CITY

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Lacie A Messerly
City Recorder

APPROVED AS TO FORM

_____
Marcus Draper
City Attorney

Dated this _____ day of _____ , 20_____ .

CONTRACTOR

_____
Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
   1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   3. Consultant's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein

shall be the total compensation payable hereunder by Eagle Mountain.

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

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

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

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

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

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

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

   (g) Construction Builders Risk Insurance must be indicated by a checked box on the Certificate of Insurance (COI). The Contractor shall provide the City with the price for the Builder's Risk Insurance coverage applicable to the project. Upon receipt of the Contractor's quoted price, the City will obtain a comparable quote from the Utah Local Government Trust for the same policy limits. If the Utah Local Government Trust premium is lower than the Contractor's quoted price, the City will procure the Builder's Risk policy through the Trust. In such case, the Contractor shall reimburse the City for the cost of the policy, and the amount will be deducted from payments due under the contract.

   (h) Policies referred to in 8(a) and 8(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation

Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

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

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.

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

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

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

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

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

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

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

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

18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.

19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.

21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.

22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.

24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.

26. **CONSTRUCTION RETENTION**: If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.

27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.

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

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

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

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

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

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

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

memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.**: Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION**: Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS**: Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
43. **PRIVACY NOTICE.** Eagle Mountain City is committed to protecting your privacy. The personal data you provide on this contract is collected for the purpose of processing submitted bidding documentation and associated contracts and will be used only for those purposes. If you choose not to provide the requested information, we may be unable to process your request or provide the service you are seeking. Your information will not be sold and is not regularly disclosed to any private or governmental entities. However, it may be shared when required by law or contract. The information collected is maintained in the Eagle Mountain Recorders office in accordance with the City's retention records schedule. Some personal data may still be subject to public disclosure as required by the Utah Government Records Access and Management Act (GRAMA), Utah Code §63G-2-101 et seq."

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

BCS
BUILDING CODE SOLUTIONS

Plan Review Services & Inspection Agreement

This Agreement is made and entered into as of the _____ day of _____, 2026, by Eagle Mountain City and Building Code Solutions, Inc. (BCS) ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A", Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.

2. **TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.

3. **COMPENSATION:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit "B", Schedule of Fees, which is attached hereto and incorporated by this reference.

4. **METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff.

5. **CREDIT CARD PAYMENT FEE:** For all payments made by credit card, a processing fee equal to **6% of the total invoice amount** will be added to the amount due. This fee covers the costs associated with credit card processing.

6. **OWNERSHIP OF DOCUMENTS:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become

Building Code Solutions, Inc.
11757 Sun Tea Way, South Jordan, UT 84009
(801) 403-8152
www.BCS.com

the property of the Jurisdiction upon payment to Consultant for such work, and the jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.

7. **INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

8. **INTEREST OF CONSULTANT:** Consultant (including principals, associates and professional employees) covenants and represents that is does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

9. **PROFESSIONAL ABILITY OF CONSULTANT:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

10. **INDEMNITY:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.

11. **INSURANCE**: Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

    A. Workers' Compensation Coverage: Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees. In addition,

Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such a change.

B. General Liability Coverage: Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence and a two million ($2,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.

C. Automobile Liability Coverage: Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

D. Professional Liability Coverage: Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) on a claims-made annual aggregate basis.

E. Certificates of Insurance and Endorsements: When requested, Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein.

12. **COMPLIANCE WITH LAWS:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. **LICENSES:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Jurisdiction business license if required.

14. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.

15. WRITTEN NOTIFICATION: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction:	Eagle Mountain City Attn: Kade Hillstead, Building Official 3726 E Campus Dr Eagle Mountain, UT 84005
If to Consultant:	Building Code Solutions, Inc. 11757 S. Sun Tea Way South Jordan, UT 84009

16. CONSULTANTS BOOKS AND RECORDS:

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

17. ENTIRE AGREEMENT: This Agreement constitutes the complete and exclusive statement of

Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. **AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.

19. **WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

20. **LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

21. **EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

22. **ASSIGNMENT and SUBCONTRACTING: The** parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

23. **TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Plan Review & Inspection Services Agreement *(cont.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Consultant:

2/11/2026
(Signature) (Date)

Layne Western, Owner
(Printed Name/Title)

Jurisdiction:

(Signature) (Date)

(Printed Name/Title)

Attachments: Exhibits A & B

BCS

EXHIBIT "A"

SCOPE OF WORK

1. GENERAL

A. BCS shall possess and keep in force all licenses and certifications required to perform the services of this Agreement.

2. PLAN REVIEW SERVICES

A. BCS shall possess and keep in force all licenses and certifications required to perform the services of this Agreement.

B. Person(s) overseeing or completing plans examination services must possess and maintain certification as an International Code Council (ICC) Certified Building Plans Examiner.

C. Person(s) overseeing or completing structural plan review services must possess and maintain a professional engineering license, have a minimum of five (5) years of experience, and have an ICC Certified Building Plans Examiner certification.

D. Person(s) performing Fire and Life Safety review services must possess and maintain a minimum qualification as a Licensed Fire Protection Engineer or an ICC Certified Fire Plans Examiner.

E. Review and examine plans, designs and specifications of buildings and other structures and related mechanical building equipment (such as air conditioning systems, boilers, and elevators) as well as plumbing and electrical systems to determine compliance with the adopted code(s) as well as state and local amendments.

F. Conduct pre-plan approval conferences with contractors, architects, and engineers to cover relevant code issues involved in the plan review process.

G. Upon prior approval of Jurisdiction, BCS shall be authorized to discuss its findings and judgments with agents representing owners or developers of the project and to review alternative documents that are proposed by such agents to correct identified deficiencies.

H. Initial plan reviews will be assigned a target completion date of ten (10) business days from the date the plans are received with follow-up reviews likewise targeted for completion within five (5) business days of receipt, unless otherwise coordinated with the jurisdiction.

I. Expedited can also be provided at the request of the Jurisdiction, at an additional cost as noted within this Agreement. Expedited reviews will be assigned target completion dates of five (5) business days from the date the plans are received, with follow-up reviews also assigned a target completion date of five (5) business days, unless

otherwise coordinated with the jurisdiction.

J. Upon completion of the plan reviews, BCS shall submit a written report to the Jurisdiction disclosing all findings because of both the code review and plan review. If deficiencies are found to exist, BCS shall review responses, revised plans and supplemental calculations provided by the applicant as necessary to address the plan review comments. Once all deficiencies are resolved, BCS shall notify the Jurisdiction that proposals comply with applicable codes and recommendations.

K. The Jurisdiction shall be the sole owner of all information, materials and documents produced under this Agreement. BCS shall not, without written approval by the Jurisdiction, disclose publicly said records.

3. INSPECTION SERVICES

A. Consultant will provide state-licensed, and ICC certified inspector(s) as requested by the Jurisdiction. Inspectors will be licensed in the disciplines in which they are inspecting.

B. Requests from the Jurisdiction for inspections must be made a minimum of (1) business day in advance, prior to 4 pm. Inspections for Monday must be requested on the business day prior (typically Friday). Inspections can be scheduled for standard business days only. Inspection requests are filled based on inspector availability.

C. In general, the inspection services provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned. The intent of the inspections is to ensure compliance with the approved construction documents and conformance to the adopted building codes, and to a level consistent with the direction provided by the jurisdiction.

BCS

EXHIBIT "B"

SCHEDULE OF FEES

1. GENERAL FEE INFORMATION

A. Duration: All fees and rates set forth herein shall remain in effect for a period of two (2) years following execution of the agreement. Beginning after the initial two (2) year term, and every two (2) years thereafter, for a maximum total Agreement duration of five (5) years, the "Hourly Plan Review" and "Special Case Inspections" rates identified in Exhibit "B" Sections (2)(C)(1 and 3) and (3)(A), and in the "Table of Billing Rates," shall be increased by five percent (5%). Revisions to Exhibit "B" shall be made by written addendum, and all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All other fees identified in the Agreement shall remain unchanged for the full duration of the Agreement.

B. Invoicing: Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of the invoice issuance.

2. PLAN REVIEW SERVICES

A. Basic Fees: Fees shall be assessed as sixty percent (60%) of the plan review fee collected by the Jurisdiction. This "fixed fee" plan review fee covers a first, second, and quick third review (for approval purposes only). For projects having a valuation of over $8 million or for data centers and large industrial buildings, the fee shall be negotiated between the Jurisdiction and Consultant.

B. Minimum Fee: All plan reviews performed by BCS, regardless of the plan review fee collected by the Jurisdiction, will incur a minimum fee of $500.

C. Other Fees: In addition to the Basic Fees described above, time and materials methods using the "Table of Billing Rates" will be used for determining fees for the following types of services:

1) Fees for problem plan checks which require more than a quick third check to approve the project, when mutually agreed upon between the Jurisdiction and Consultant, will be based on the hourly rates noted in "Table of Billing Rates".

2) For each review the Jurisdiction must indicate if they desire a full plan review, or a specific discipline review (i.e., structural, mechanical, plumbing, etc.). Fees will be based on the rates noted in the "Table of Billing Rates."

3) If the Jurisdiction does not desire a full plan review but would like assistance with specialty reviews related to a specific discipline (e.g. mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in the

"Table of Billing Rates".

4) IFC Fire and life safety plan reviews are not performed as part of the standard "Full Plan Review" fee collected as part of our plan review services. If desired, these reviews will be performed at the hourly rates noted in the "Table of Billing Rates".

D. Expedited reviews, which are performed in half the time noted in Exhibit "A", will be billed at 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.

3. INSPECTION SERVICES

A. Basic Fees: Building inspection services will be billed as either a half-day rate or a full-day rate. The half-day rate will be $480.00 (four hundred and eighty dollars). A half-day rate will be billed for anything up to 4 hours of inspection time. The full day rate will be $880.00 (eight hundred and eighty dollars). A full day rate will be billed for anything over 4 hours but not to exceed 7 hours of inspection time. These rates include travel to and from the city and travel within the city while completing inspections. Individual inspections for special cases will be invoiced at an hourly rate of $120.00 (one hundred and twenty dollars) in addition to a trip fee as noted in the "Table of Billing Rates".

B. Off-hour and Overtime Inspections: Inspections outside of standard hours specified in Exhibit "A", including but not limited to early, after-hour, weekend, or holiday inspections may be requested but will be billed at 150% of the rates standard fees herein noted. All inspection time over 8 hours in one day will be billed at an additional overtime hourly rates specified in the "Table of Hourly Billing Rates"; this is in addition to the standard full day fixed fee rate. All off-hour or overtime inspections are subject to the availability of staff to provide these inspections.

C. Inspection Cancelation Policy: If inspection services are scheduled but not needed, it is the responsibility of the jurisdiction to cancel inspection services at least 24 hours prior to that start of the scheduled inspections. Inspection services canceled less than 24 hours prior to the scheduled start time will be subject to a cancelation fee. The cancelation fee is the same as the charge for a half-day inspection service, regardless of whether it is a scheduled half or full day.

D. Miscellaneous Expenses: Reimbursable expenses, when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special shipping or printing requirements. Special meetings, building official services, or other mutually agreed upon miscellaneous services will be billed at an hourly rate as noted in the "Table of Billing Rates".

Table of Billing Rates

CLASSIFICATION	BILLING RATE
Full Plan Review[2]	60% of Jurisdiction Plan Review Fee
Hourly Plan Review	$140.00/hour
Expedited Reviews	150% above noted fees
Full Day Inspections	$880.00/Day
Half Day Inspections	$480.00/Day
Special Case Inspections	$120.00/Hour
Overtime & Off-Hour Inspections	150% above noted fees
MISCELLANEOUS CHARGES	
Trip Fee[3]	$80.00/Trip[3]
Mileage	Current IRS Rate
Reimbursable Expenses[1]	Actual cost

Footnotes

1) Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.
2) Includes structural, architectural, accessibility, mechanical, plumbing, electrical and energy review.
3) Special Case Inspections.

BCS

ATTACHMENT C:

INSURANCE

BCS Services Contract - Inspecting Services

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	Melissa Yates (myates@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtmw-Yh7LJuxPqaRF2qhcK5RYq9Y3mOF8

"BCS Services Contract - Inspecting Services" History

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2026-05-27 - 2:49:51 PM GMT

Email viewed by blarsen@eaglemountain.gov
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Signer blarsen@eaglemountain.gov entered name at signing as Brandon Larsen
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Document e-signed by Brandon Larsen (blarsen@eaglemountain.gov)
Signature Date: 2026-05-27 - 3:14:13 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Community Services Board Rules and Regulations.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Steve Mumford, Deputy City Manager

PRESENTED BY
Steve Mumford

RECOMMENDATION:
The Community Services Board recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, Approving the Community Services Board Rules and Regulations.

BACKGROUND:
City Code Section 2.80.170 states that "...The board shall make and revise, when necessary, rules and regulations for its organization provided, that said rules and regulations shall be consistent with the ordinances of the city, the laws of the state of Utah and shall be approved by the City Council before they become effective." On May 20th the Community Services Board voted to recommend approval of the Board's Rules and Regulations document to the City Council. The Board asks that the City Council approve these rules and regulations so the Board can continue to perform their duties to serve the residents of Eagle Mountain.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Rules & Regulations

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE COMMUNITY SERVICES BOARD RULES AND REGULATIONS

PREAMBLE

WHEREAS, Section 2.80.170 of the Eagle Mountain Municipal Code states that "The board shall make and revise, when necessary, rules and regulations for its organization provided, that said rules and regulations shall be consistent with the ordinances of the city, the laws of the State of Utah and shall be approved by the City Council before they become effective"; and

WHEREAS, the Community Services Board has prepared Rules and Regulations governing the organization and operation of the Board; and

WHEREAS, on May 20, 2026, the Community Services Board voted to recommend approval of the Board's Rules and Regulations to the City Council; and

WHEREAS, the Community Services Board requests that the City Council approve the Rules and Regulations so the Board may continue performing its duties in service to the residents of Eagle Mountain City; and

WHEREAS, the City Council finds that approval of the Community Services Board Rules and Regulations is in the best interest of Eagle Mountain City and promotes effective public service.

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

1. The Community Services Board Rules and Regulations, attached as Exhibit A, and incorporated herein by this reference, are hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of June 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of June, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

Eagle Mountain City Community Services Board Rules and Regulations

Article I. Authority and Purpose

These Rules and Regulations are adopted pursuant to Eagle Mountain Municipal Code (EMMC) Chapter 2.80 and govern the organization, procedures, and conduct of the Eagle Mountain City Community Services Board ("Board"). The purpose of the Board is to act in an advisory capacity to enhance the sports, recreation, culture, arts, heritage, cemetery, and general welfare and quality of life of the community, consistent with City policy and applicable law.

Article II. Role of the Board

1. **Advisory Capacity Only**. The Board serves solely in an advisory role to the City Council. The Board shall not exercise administrative or executive authority unless expressly authorized by ordinance or resolution.
2. **Scope of Review**. Matters considered by the Board may include, but are not limited to, policy and budgetary matters pertaining to parks, recreation, arts and cultural programming, heritage preservation, cemetery matters, community events, and general welfare of the community.
3. **RAP Tax Advisory Role**. When acting as the citizen advisory committee for Recreation, Arts, and Parks (RAP) Tax funding, the Board shall review applications, evaluate eligibility, and forward funding recommendations to the City Council, in accordance with the appendix to these rules and regulations.

Article III. Membership and Ethics

1. **Membership**. Board membership, appointment, terms, vacancies, and removal shall be governed by EMMC Chapter 2.80.
2. **Residency**. Members shall maintain residency within Eagle Mountain City during their term of service as required by City Code.
3. **Ethical Conduct**. Members shall:
    - Conduct themselves in a professional, respectful, and impartial manner.
    - Avoid conflicts of interest, both actual and perceived.
    - Comply with all applicable Utah ethics laws, City ethics policies, and disclosure requirements.

4. **Disclosure and Recusal**. Any member with a financial or personal interest in a matter before the Board shall disclose the interest on the record and recuse themselves from discussion and voting on that matter.

Article IV. Officers and Duties

1. **Chair and Vice Chair**
    - The Board shall annually elect a Chair and Vice Chair from among its members by majority vote.
    - The Chair shall preside at meetings, coordinate agenda preparation, and serve as the primary liaison to City staff and the City Council.
    - The Vice Chair shall perform the duties of the Chair in the Chair's absence.
2. **Secretary**.
    - The Chair may appoint a Secretary from among the members annually.
    - The Secretary shall assist with agenda preparation and ensure accurate meeting minutes are prepared and retained.
    - If no secretary is appointed, the City's Community Services Director or designee will perform the duties of the secretary.

Article V. Meetings

1. **Regular Meetings**.
    - The Board shall meet regularly (monthly or bimonthly), to be determined by the members.
    - Meetings shall be held in compliance with the Utah Open and Public Meetings Act (OPMA).
2. **Special Meetings**. Special meetings may be called by the Chair or by a majority of the Board, with notice provided as required by law.
3. **Quorum**. A majority of the current Board membership shall constitute a quorum for the transaction of business. For example, if the Board is seven members, four members constitute a quorum.
4. **Attendance**.

- Members are expected to attend Board meetings whenever possible. Attendance requirements and consequences for excessive absences are governed by EMMC 2.80.100.

Article VI. Agenda and Order of Business

1. **Agenda Preparation**.
    - Agendas shall be prepared by the Chair or the Chair's designee, with assistance from City staff as appropriate.
    - Any Board member may request an item be placed on the agenda through the Chair.
2. **Typical Order of Business**.
    - Call to Order / Welcome
    - Approval of Minutes
    - Action Items
    - Discussion Items
    - Next Steps / Adjournment

Article VII. Rules of Order and Civil Discourse

1. **Rules of Order**. Meetings shall be conducted in an orderly manner and generally follow the rules of procedure found in EMMC 2.15.070. To the extent not inconsistent with City Code or these Rules, meetings may follow a simplified form of Robert's Rules of Order. Board members shall also comply with the standards of civil discourse found in EMMC 2.15.080.
2. **Voting**.
    - Each member shall have one vote.
    - A majority vote of members present is considered an approval of a motion, and voting is required to take action unless otherwise required by law or City Code.

Article VIII. Committees and Subcommittees

1. **Establishment**. The Board may establish standing or ad hoc subcommittees by majority vote for a specific event, program, or purpose. A subcommittee should generally be led by a member of the Board and may include any number of members from the community, chosen by the Board.

2. **Purpose and Duration**.
    - Each subcommittee shall have a clearly defined purpose and scope.
    - Ad hoc subcommittees shall dissolve upon completion of their assigned task.
3. **Limitations**. Subcommittees shall not act independently of the Board or represent the City unless expressly authorized.

Article IX. Records and Reporting

1. **Minutes and Records**.
    - Written minutes shall be kept for all meetings and maintained as public records.
    - Board records shall be available for public inspection during regular business hours as required by law.
2. **Semi-Annual Reports**.
    - The Board shall submit semi-annual reports to the Mayor and City Council by February 28 and August 31 of each year.
    - Reports shall summarize Board activities, recommendations, and key issues.

Article X. Staff Support

The Community Services Director shall provide for reasonable administrative and technical assistance to the Board, including agenda preparation, recording of minutes, and coordination with other City departments.

Article XI. Compensation and Expenses

Board members shall serve without compensation. Actual and necessary expenses incurred in the performance of official duties may be reimbursed in accordance with the City's adopted budget and policies.

Article XII. Amendment and Approval

1. **Amendments**. These Rules and Regulations may be amended by a majority vote of the Board.
2. **City Council Approval**. Any new or amended Rules and Regulations shall not take effect until approved by the City Council, as required by EMMC 2.80.070.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Subsection 8.15.080(G) of the Eagle Mountain Municipal Code Regarding Construction Work During Restricted Hours.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
David Salazar, Assistant City Engineer

PRESENTED BY
David Salazar

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Subsection 8.15.080(G) of the Eagle Mountain Municipal Code Regarding Construction Work During Restricted Hours.

BACKGROUND:
The proposed ordinance update to Subsection 8.15.080(G) of the Eagle Mountain Municipal Code resulted from comments and suggestions provided by the Council during prior discussions regarding construction activities occurring during restricted hours. Based on those discussions, staff evaluated opportunities to improve the current approval process while maintaining appropriate oversight and public notification procedures.

The current code requires City Council authorization for construction activities occurring during restricted hours. The proposed amendment would authorize the City Engineer or designee to approve qualifying extended-hour construction activities under defined circumstances, including public safety needs, traffic flow management, utility tie-ins, material placement operations, and activities intended to minimize impacts to the traveling public. The amendment would also allow the City Engineer or designee to impose reasonable conditions and require adjacent property notifications when appropriate, while continuing to require notification to the City Council prior to approved work occurring during restricted hours.

The proposed changes are intended to improve administrative efficiency and provide additional flexibility for roadway, utility, and infrastructure projects. Streamlining the approval process may help reduce project coordination delays, improve bidding efficiency, and support timely project completion

while minimizing impacts to the traveling public and surrounding properties.

ITEMS FOR CONSIDERATION:

- Delegates restricted-hour construction approval authority to the City Engineer or designee
- Maintains City Council notification requirements
- Allows flexibility for time-sensitive and traffic-impacting construction activities
- Authorizes reasonable conditions and adjacent property notifications when necessary
- Clarifies exemptions for emergency utility and infrastructure work

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Ordinance
2. Eagle Mountain City Code 8.15.080

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REPEALING AND REENACTING SUBSECTION 8.15.080(G) CONSTRUCTION WORK DURING RESTRICTED HOURS

PREAMBLE

WHEREAS, The City Council of Eagle Mountain City finds that it is in the public interest to repeal and reenact Subsection 8.15.080(G) of the Eagle Mountain Municipal Code, as described in Exhibit A.

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

1. Subsection 8.15.080(G) of the Eagle Mountain Municipal Code is hereby repealed and reenacted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 2nd day of June 2026.

EAGLE MOUNTAIN CITY, UTAH

_____

Jared Gray, Mayor

ATTEST:

_____

Lacie A. Messerly
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of June 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____
Lacie A. Messerly
City Recorder

Posted on _____ by_____

Exhibit A

Section 8.15.080 Specific noise prohibitions.

G. Construction Work.

It is unlawful for any person to perform or cause to be performed any construction work on any construction site under his control during the restricted hours identified in Section 8.15.070(C), except as otherwise authorized by this chapter. The City Engineer or designee may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation; are required for public safety; are necessary to maintain traffic flow; are necessary due to material placement operations, utility tie-ins, or similar construction activities; are required to minimize impacts to the traveling public; or when the impacts to adjacent properties are determined to be minimal. The City Engineer or designee may impose reasonable conditions on approved extended-hour work. The City Engineer or designee may require notification to adjacent property owners or occupants prior to approved construction activities occurring outside of the restricted hours. The City Engineer or designee shall provide notice to the City Council prior to commencement of approved construction activities occurring during the restricted hours.

Emergency work performed by the City, public utilities, or contractors acting on behalf of the City or a utility provider, when necessary to protect life, safety, property, critical infrastructure, or utility services, shall be exempt from the restricted hours requirements.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Forged Fiber 37, LLC, a Subsidiary of AT&T.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	3.5 % Telecommunications License Tax is imposed
APPLICANT:	Forged Fiber 37, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
NA	NA

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Approve Agreement

BACKGROUND:
BACKGROUND - Forged Fiber 37, LLC, a subsidiary of AT&T, has applied for franchise agreement to operate a telecommunications system in the public right-of-way. City code requires telecommunications companies to obtain a franchise agreement in order to place its equipment in the right-of-way. The 1996 Telecommunications Act requires municipalities to allow telecommunications companies to operate in the right-of-way, without favoring one company over another. Staff has negotiated a 10-year franchise agreement with Forged Fiber to allow it to operate in the right-of-way with terms consistent with those of other telecommunications companies.

ITEMS FOR CONSIDERATION:
NA

PLANNING COMMISSION ACTION/RECOMMENDATION:
NA

ATTACHMENTS:
1. Ordinance
2. Franchise Agreement - Forged Fiber 37, LLC - Final

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A FRANCHISE AGREEMENT WITH FORGED FIBER 37, LLC

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a Franchise Agreement with Forged Fiber 37, LLC, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve a Franchise Agreement with Forged Fiber 37, LLC, as set forth in Exhibit A.

2. The Franchise Agreement with Forged Fiber 37, LLC is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2rd day of June, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2rd day of June, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____

Exhibit A

FRANCHISE AGREEMENT BETWEEN
EAGLE MOUNTAIN CITY AND FORGED FIBER 37, LLC

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between Eagle Mountain City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah with principal offices at 1650 E. Stagecoach Run, Eagle Mountain, Utah, 84005, and Forged Fiber 37, LLC (hereinafter "PROVIDER") with its principal offices at 208 S. Akard St., Dallas, Texas 75202.

WITNESSETH:

WHEREAS, PROVIDER desires to provide wholesale broadband transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Chapter 13.10 of the Eagle Mountain City Municipal Code titled "Telecommunications and Cable System/Video Provider Franchises" (the "Telecommunications Ordinance") which governs the application and review process for telecommunication franchises in CITY; and

WHEREAS, CITY believes that it is in the best interest of the public to provide PROVIDER a nonexclusive franchise to operate a telecommunications system in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE I
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications Ordinance which is incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Ordinance, as amended. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond CITY's authority.

1.3 Ordinance Amendments. CITY reserves the right to amend the Telecommunications Ordinance at any time. CITY shall give PROVIDER prior written notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between PROVIDER's

rights and obligations under the Telecommunications Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term, provided however that the PROVIDER agrees that it is subject to the lawful exercise of the police power of the CITY. Otherwise, PROVIDER agrees to comply with any such amendments. If any amendment to the Telecommunications Ordinance materially and adversely affects PROVIDER's rights or obligations under this Agreement, PROVIDER shall have the right to request renegotiation of the affected terms or, if no agreement is reached, to terminate this Agreement without penalty.

1.4 Franchise Description. This Agreement shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications system in, under, above and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Restoration. If, during the course of work pursuant to the authority granted under this Agreement, PROVIDER causes damage to or alters the public or private property, PROVIDER shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

1.6 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Ordinance.

1.7 Notices. PROVIDER acknowledges its obligation to provide property owners notice at least 48 hours in advance of entering their property in compliance with the requirements of the Telecommunications Ordinance. PROVIDER shall document its efforts to comply with the notice provisions of the Telecommunications Ordinance and provide that documentation to the CITY upon request. Failure to comply with the notice provisions of this Section 1.7 shall constitute a material breach of the Agreement.

1.8 Business License. PROVIDER acknowledges that PROVIDER must obtain and keep a business license from the City to operate any business within the CITY.

1.9 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, and as fair and reasonable compensation to the CITY for the use of the Rights-of-Way, PROVIDER shall pay the Municipal Telecommunication License Tax authorized by Municipal Telecommunications License Tax Act

(Utah Code Ann. §§10-1-401 to 10-1-410, as amended) and the Telecommunications Ordinance. The telecommunications tax shall be calculated in the manner provided in such law (or its replacement) at a rate of up to 3.5% of the telecommunications PROVIDER's gross receipts from telecommunications service that are attributed to the CITY in accordance with Utah Code Ann. § 10-1-407 and shall be paid by PROVIDER to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

or any successor address designated by the Utah State Tax Commission. Payments shall be made at the times and in the manner prescribed by the Municipal Telecommunications License Tax Act and the Telecommunications Ordinance.

2.2 Additional Infrastructure or Services. CITY reserves any and all rights it may have now or in the future to legally impose taxes, charges and fees, and to regulate or otherwise condition the use of technology and related activities and services to be provided pursuant to this Agreement that are not taxed or regulated through the Municipal Telecommunications License Tax Act. PROVIDER shall be subject to any future taxes, fees or charges that CITY lawfully imposes on infrastructure or services in the future that are not taxed or regulated through the Municipal Telecommunications License Tax Act, unless the CITY is preempted from imposing such taxes, fees or regulations by state or federal laws. CITY shall provide PROVIDER with at least thirty (30) days' advance written notice of any new taxes, fees, or charges. If any new taxes, fees, or charges materially affect PROVIDER's business, PROVIDER may request renegotiation of the Agreement.

2.3 Equal Treatment. In accordance with Utah Code Ann. §10-1-406(3)(b), the CITY tax or fees imposed under the Municipal Telecommunications License Tax Act shall be imposed on competitively neutral basis. To foster an environment where service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the CITY; and provide flexibility in the event of subsequent changes in the law, CITY may require modifications to this Agreement that are required to maintain competitive neutrality of providers of similar services within the CITY.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, PROVIDER may, upon CITY's approval, abandon some or all of PROVIDER's system in place.

ARTICLE IV
PUBLIC USE RIGHTS

4.1 City Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties or otherwise in a manner which would commercially compete or interfere with PROVIDER's operations or services; and provided that such CITY use does not unreasonably interfere with PROVIDER's operations or services.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after prior written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE V
POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI
RELOCATION OF TELECOMMUNICATIONS NETWORK

Whenever CITY, for any lawful public purpose, shall require the relocation or reinstallation of any property of PROVIDER or its successors in any of the streets, alleys, rights-of-way, or public property of CITY, it shall be the obligation of PROVIDER, upon prior written notice of such requirement and written demand made of PROVIDER, and within a reasonable time thereof, but not less than sixty (60) calendar days, unless a longer period is reasonably required due to the

complexity of the relocation, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of CITY. Such relocation, removal, or reinstallation by PROVIDER shall be at no cost to CITY; provided, however, that PROVIDER and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which PROVIDER may be entitled for work done by PROVIDER pursuant to this paragraph shall be the property of PROVIDER. CITY shall cooperate with Provider in seeking such reimbursement. CITY shall assign or otherwise transfer to PROVIDER all rights CITY may have to recover costs for such work performed by PROVIDER and shall reasonably cooperate with PROVIDER's efforts to obtain reimbursement. In the event CITY has required PROVIDER to relocate its facilities to accommodate a private third party, CITY shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, PROVIDER's use of the rights-of-way shall in all matters be subordinate to CITY's use of the rights-of-way for any public purpose. CITY and PROVIDER shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, right-of-way improvements, poles, lines, wires, conduits, and any project planned or undertaken by CITY or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature so as not to impact or be impacted by such public improvements.

ARTICLE VII
CHANGING CONDITIONS AND SEVERABILITY

7.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

7.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the

invalidated portion is considered a material consideration for entering into this Agreement, however, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance (EMMC Chapter 12.10, as amended).

ARTICLE VIII
EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES

8.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such alleged failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the alleged noncompliance was not the result of willful misconduct or gross negligent act or omission of PROVIDER; or

(c) PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

8.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

8.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided

herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

8.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE IX
NOTICE

9.1 Notice to CITY. All notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to City Recorder, 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, or such other officer and address as CITY may designate by written notice to PROVIDER.

9.2 Notice to PROVIDER. All notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER at 208 S. Akard St., Dallas, Texas 75202 and by electronic mail to FF_Right_Of_Way@att.com , and such other office as PROVIDER may designate by written notice to CITY.

ARTICLE X
INSURANCE AND INDEMNIFICATION

10.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall provide evidence of insurance in accordance with EMMC 13.10.050, and the policy or policies of insurance shall be maintained by provider in full force and effect during the entire term of the franchise.

10.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY or the willful misconduct of CITY or any of its officers, employees, agents, or any third-party vendors, contractors, or representatives acting on behalf of CITY.

10.3 Bonding. Prior to commencing any work within the public utility easement, PROVIDER shall furnish to CITY a surety bond, issued by a company authorized to do business in Utah, in the amount of $10,000 conditioned upon the full and faithful performance of all work and restoration obligations required under this Agreement and applicable municipal code. The bond shall remain in effect throughout the term of this Agreement. The required surety bond amount shall be subject to periodic review and adjustment based on the scope and value of work performed by PROVIDER. PROVIDER may request a reduction in the bond amount if the risk profile or project size warrants such adjustment."

ARTICLE XI
INSTALLATION

11.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY Rights-of-Way, PROVIDER shall coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within CITY Rights-of-Way. In order to limit damage to recently completed or resurfaced roads, CITY specifically reserves the right to limit cuts or excavation in roads for a period of time after completion, repaving or overlay of roads.

11.2 Underground Installation. Unless otherwise approved by the CITY or allowed by the Telecommunications Ordinance, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE XII
GENERAL PROVISIONS

12.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

12.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

12.3 Time of Essence. Time shall be of the essence of this Agreement.

12.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice

versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

12.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

12.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions

12.8 Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this __ day of _____, 2026.

EAGLE MOUNTAIN CIT

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie Messerly, City Recorder

_____
Marcus Draper, City Attorney
Approved as to form

PROVIDER

_____

_____, Title

STATE OF UTAH)

:ss

COUNTY OF UTAH)

On the _____ day of _____, 2026, personally appeared before me _____ duly sworn, did say that she is the Manager of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.

_____

NOTARY PUBLIC

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Considering the Disposal of a Portion of Utah County Parcel #45:326:0109, Designated as "Significant Real Property" Pursuant to Eagle Mountain Municipal Code 3.30.060 and 3.30.070.
ITEM TYPE:	Land Disposal
FISCAL IMPACT:	To be determined by City Council
APPLICANT:	Casey Hansen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	0.01 acre (approximately 234.28 feet)

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Lacie Messerly, City Recorder	Lacie Messerly

RECOMMENDATION:
Staff recommends the City Council to approve the Disposal of a Portion of Utah County Parcel #45:326:0109, Designated as "Significant Real Property" Pursuant to Eagle Mountain Municipal Code 3.30.060 and 3.30.070.

In the event the City Council approves and consistent with recent similar disposals, Staff further recommends establishing the disposal cost. Previous disposals have been approved at $2.07 per square foot. Since the property is a portion of parcel #46:536:0430, a survey will need to be completed to determine the exact acreage and generate a legal description for a deed. The cost of the survey will need to be paid by the applicant.

BACKGROUND:
Purpose
Consideration of the disposal of designated “significant real property” pursuant to EMMC 3.30.060 and 3.30.070. An application was submitted by Casey Hansen requesting disposal of a portion of Utah County Parcel #45:326:0109. The applicant has executed a written cost acknowledgment per EMMC 3.30.070.

The subject area is a pie-shaped portion of the parcel located behind Lot 72 in Landing at Eagle Mountain, Phase 3. The purpose of the request is to connect the fence line from the north side to the south side of the property in order to maintain a cohesive and continuous fencing line.

Public Notice & Process Compliance

- Written notice of potential disposal was provided to adjoining property owners.

- Notice was published a minimum of 14 days prior to public hearing.
- Public hearing is scheduled per EMMC requirements.
- Water Requirements for this parcel have been met.

ITEMS FOR CONSIDERATION:
The applicant paused the landscaping project to ensure the land disposal process is completed correctly. At this time, all landscaping work remains on hold pending a decision from the City.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Land Disposal Application - Hansen, Casey

RESOLUTION NO. R- -2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING THE DISPOSAL OF SIGNIFICANT CITY-OWNED REAL PROPERTY PURSUANT TO EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 3.30

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah is a public body with the authority to dispose of real property pursuant to the Eagle Mountain Municipal Code; and

WHEREAS, EMMC 3.30.060 provides the process for the disposal of significant real property, including a requirement for public notice, a public hearing, and evaluation by City staff and departments; and

WHEREAS, the City has received an application to dispose of parcel 45:326:0109 to resolve encroachments, align lot boundaries with existing fence lines, and improve lot configurations for adjacent residential properties; and

WHEREAS, all public notice requirements under EMMC 3.30.060 have been met, including mailed notice to adjoining landowners and 14-day publication in accordance with EMMC 3.30.020(B); and

WHEREAS, the City Council held a public hearing on this matter and finds it in the best interest of the City and community to dispose of the Subject Property under the terms described below.

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

1. The City Council hereby authorizes the disposal of 0.01 acres (approximately 234.28 feet) of Utah County parcel #45:326:0109, as determined and approved by Council, as depicted in Exhibit A.

2. A professional survey shall be conducted to determine final square footage. The applicants shall prepare and record an amended final plat reflecting the new lot boundaries. All associated costs shall be paid by the applicants.

3. The City shall not guarantee additional water rights to lots affected by the disposal. Applicants are responsible for understanding and complying with current City water policies and any water requirement tier increases resulting from the disposal.

4. The property shall be disposed of through direct sale to the applicants, conditioned on completion of all survey work, payment of required fees, and recording of the amended plat.

5. The purchase for the property is established at $_____ per square foot, with the total amount determined by the final surveyed area. Payment in full shall be required prior to recordation of the amended plat.

6. This resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of June 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 2nd day of June, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Exhibit A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Pledge of any Portion of the City's Sales and Use Taxes to the Proposed Issuance of the Redevelopment Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Bonds") and Authorizing the Execution of Related Pledge and Bond Documents Thereto and all other Actions Required to Pledge Sales and Use Taxes to the Bonds.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Kimberly Ruesch, Finance Director

PRESENTED BY
Kimberly Ruesch

RECOMMENDATION:
It is recommended that the City Council approve a Resolution of Eagle Mountain City, Utah, Approving the Pledge of any Portion of the City's Sales and Use Taxes to the Proposed Issuance of the Redevelopment Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Bonds") and Authorizing the Execution of Related Pledge and Bond Documents Thereto and all other Actions Required to Pledge Sales and Use Taxes to the Bonds.

BACKGROUND:

A proposed 50-acre retail development, anchored by Smith’s Marketplace and Lowe’s Home Improvement, is seeking to partner with Eagle Mountain City to reduce the significant costs associated with new infrastructure while accelerating improvements at a key location within the city. The proposed approach would use a Community Reinvestment Area (CRA) through the Eagle Mountain Redevelopment Agency. Under this structure, a portion of future Eagle Mountain City and Utah County sales tax revenue generated by the project would be directed toward payments on a Tax Increment Financing (TIF) bond.

The TIF bond would provide funding for infrastructure improvements. These funds would be used for the construction of full-width segments of Old Airport Road and Lake Mountain Corridor, as well as expansions and improvements to Pony Express Parkway. These roadway projects have already been identified as important infrastructure needs to support the city’s continued growth.

Using this financing tool would allow the city to complete more roadway improvements sooner while

reducing the immediate financial impact on residents. It would also help address the unique challenges associated with attracting major retail development to Eagle Mountain. Because the proposed project is approximately 10 miles from I-15 and would require entirely new construction, the development carries higher risk and tighter financial constraints than comparable projects in more established retail areas, such as nearby Saratoga Springs. Reducing off-site infrastructure costs would improve the project’s feasibility, make Eagle Mountain more competitive for retailers, bring services closer to residents, and help shift traffic patterns in a more favorable direction.

At the May 19, 2026 City Council meeting, the Council reviewed several options available to help reduce financing costs and provide greater assurance to potential bondholders. Direction was given to move forward with option 3 to secure the most favorable bonding terms possible through the pledging of the city's sales taxes.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution & Exhibits

Eagle Mountain, Utah

June 2, 2026

The City Council (the "Council") of Eagle Mountain City, Utah (the "City"), met in regular public session at the regular meeting place of the City Council in Eagle Mountain, Utah, on June 2, 2026, at the hour of 7:00 p.m. with the following members of the Council being present:

Jared Gray	Mayor
Melissa Clark	Councilmember
Zachory Huish	Councilmember
Craig Whiting	Councilmember
Rich Wood	Councilmember
Brett Wright	Councilmember

Also present:

Ben Reeves	City Manager
Lacie Messerly	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this June 2, 2026, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of Eagle Mountain. The resolution is as follows:

RESOLUTION NO. R-____-2026

A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN, UTAH (THE "CITY"), AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL SALES TAX PLEDGE AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY, UTAH (THE "AGENCY") OF ITS SALES TAX AND TAX INCREMENT REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $10,000,000 IN ONE OR MORE SERIES AND WITH SUCH ADDITIONAL OR ALTERNATE DESIGNATIONS AS THE AGENCY MAY DETERMINE (THE "BONDS") AND ACKNOWLEDGING THE ISSUANCE AND SALE OF THE BONDS BY THE AGENCY; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the Limited Purpose Local Government Entities–Community Development and Renewal Agencies Act, Title 17C, Chapters 1-5, Utah Code Annotated 1953, as amended (the "Redevelopment Act"), the City is authorized to grant or contribute funds to the Redevelopment Agency of Eagle Mountain City, Utah (the "Agency"), for redevelopment projects; and

WHEREAS, a project area plan (the "Project Area Plan") for the Agency's Mid-Valley Project Area (the "Project Area") is expected to be adopted and approved by the Agency and the City, and all requirements of law for, and precedent to, the adoption and approval of said plan will be duly complied with; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue its Sales Tax and Tax Increment Revenue Bonds (the "Bonds") (to be issued in one or more series and with such additional or alternate designations as the Board may determine) in an amount not to exceed Ten Million Dollars ($10,000,000) to provide funds to (i) finance a portion of the capital project costs for the Project area (the "Series 2026 Project"), (ii) fund a debt service reserve fund, if necessary, and (iii) pay costs associated with the issuance of the Bonds; and

WHEREAS, the City desires to pledge certain sales tax moneys to be received by the City to assist in repaying the Bonds (to the extent other revenues are insufficient) pursuant an Interlocal Sales Tax Pledge Agreement by and between the City and the Agency (the "Sales Tax Agreement"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, in order to give the City flexibility in carrying out the City's pledge under the Pledge Agreement, the City Council desires to grant to any one of the

Mayor, the City Manager or the Finance Director (each, a "Designated Officer") the ability to determine the final terms and conditions of the City's pledge under the Sales Tax Agreement so long as such pledge of the revenues under the Sales Tax Agreement is subordinate to the pledge of such revenues under any of the City's outstanding bonds to which its Sales and Use Tax Revenues under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code are pledged;

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

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. The Sales Tax Agreement in the form attached hereto as Exhibit B is hereby authorized and approved, and the Mayor and City Recorder are hereby authorized to execute said Sales Tax Agreement on behalf of the City, so long as the pledge of the revenues received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the "Sales Tax Revenues") under the Sales Tax Agreement is subordinated to the pledge of the Sales Tax Revenues by the City towards the payment of the principal or interest on any of the City's outstanding bonds issued in the future.

Section 3. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the City directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 4. 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 June 2, 2026.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

By:_____
Jared R. Gray, Mayor

ATTEST:

By:_____
Lacie A. Messerly, 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.

EAGLE MOUNTAIN, UTAH

(SEAL)

By:_____
Jared R. Gray, Mayor

ATTEST:

By:_____
Lacie A. Messerly, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Lacie Messerly, 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 "City Council"), in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on June 2, 2026, including a resolution (the "Resolution") adopted at said meeting and 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 June 2, 2026.

(SEAL)

By:_____
Lacie Messerly, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Lacie Messerly, 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 ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the June 2, 2026, public meeting held by the City Council of the City (the "City Council") by causing the Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the City's principal offices 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;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 2, 2026.

(SEAL)

By:_____
Lacie A. Messerly, City Recorder

Attachments:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EAGLE MOUNTAIN
CITY COUNCIL MEETING – AMENDED AGENDA

JUNE 2, 2026, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

   1.A. DISCUSSION - Employee Procedure Manual Updates (City Issued Cell Phones) - Human Resources Manager, Angela Valenzuela
   (anticipated time 10 minutes)

   1.B. DISCUSSION - Employee Procedure Manual Updates (5.40 Credit Cards and Removal of Appendix A) - Director of Administrative Services, Kimberly Ruesch
   (anticipated time 10 minutes)

   1.C. DISCUSSION - Scenic Mountain Area Rezoning of 223 Properties - Senior Planner, Rob Hobbs
   (anticipated time 10 minutes)

2. CITY MANAGER INFORMATION ITEMS

   This is an opportunity for the City Manager to provide information to the City Council.

3. AGENDA REVIEW

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

4. ADJOURN TO A CLOSED SESSION

   The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; the purchase, lease, sale, or exchange of real property; a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision; and/or the deployment of security personnel, devices, or systems, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. INFORMATION ITEMS/UPCOMING EVENTS

8. RECOGNITION/CERTIFICATION

8.A. RECOGNITION - Graduates of the 2026 Teen CERT Internship Program

9. 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.)

10. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

11. BOND RELEASES

11.A. Market Place at Town Center Phase 3 - Out of Warranty

12. MINUTES

12.A. May 19, 2026 Minutes - Regular City Council Meeting

12.B. May 26, 2026 Minutes - Budget Work Session

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Mayor to Sign a Municipal Recreation Grant Application.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Service Contract with Building Code Solutions (BCS) for Third-Party Building Permit and Plan Review and Inspection Services.

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Community Services Board Rules and Regulations.

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing and Reenacting Subsection 8.15.080(G) of the Eagle Mountain Municipal Code Regarding Construction Work During Restricted Hours.

14.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Forged Fiber 37, LLC, a Subsidiary of AT&T.

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARING

15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Considering the Disposal of a Portion of Utah County Parcel #45:326:0109, Designated as "Significant Real Property" Pursuant to Eagle Mountain Municipal Code 3.30.060 and 3.30.070.

BACKGROUND: *(Presented by City Recorder Lacie A. Messerly)* This item is a request to dispose of a portion of Utah County Parcel #45:326:0109 designated as “Significant Real Property” in accordance with EMMC 3.30.060 and 3.30.070. The application, submitted by Casey Hansen pertains to 0.01 acre of property located at Landing at Eagle Mountain, Phase 3.

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Pledge of any Portion of the City's Sales and Use Taxes to the Proposed Issuance of the Redevelopment Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Bonds") and Authorizing the Execution of Related Pledge and Bond Documents Thereto and all other Actions Required to Pledge Sales and Use Taxes to the Bonds.

BACKGROUND: *(Presented by Director of Administrative Services, Kimberly Ruesch)* This resolution authorizes the City to pledge a portion of its sales and use tax revenue toward the Redevelopment Agency’s Series 2026 bonds to finance these infrastructure improvements. The project involves a proposed 50-acre retail development anchored by Smith’s Marketplace and Lowe’s Home Improvement, using CRA and TIF financing to help fund nearby roadway improvements, including Old Airport Road, Lake Mountain Corridor, and Pony Express Parkway. The City Council previously directed Staff on May 19, 2026, to move forward with financing options to support favorable bond terms.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain, Utah, Approving the Horizon Master Development Plan.

BACKGROUND: (*Presented by Senior Planner, Robert Hobbs*) A request by Caden Hazard for Master Development Plan and for Preliminary Plat Approval for 110 single-family detached residential lots with open space all on/for approximately 109 acres of property located in Section 30, T5S, R1W, on the north side of Pony Express Parkway and Lone Tree Parkway (County Assessor Parcels/Serial # 58:040:0378) addressed as 2434 E. Pony Express Parkway in Eagle Mountain City; application set identified as the: “Horizon” project.

18. DISCUSSION OF PROPOSED FY26-27 BUDGET/NO ACTION TAKEN

18.A. INFORMATION - Proposed Property Tax Impact Schedule

BACKGROUND: *(Presented by Mayor Jared Gray)* As part of the Truth in Taxation process and in accordance with State requirements, the Mayor will read the Property Tax Impact Schedule during the meeting when the proposed budget is discussed. Members of the public will have an opportunity to appear and be heard regarding the proposed tax increase. The City Council will hold a public hearing regarding the proposed property tax increase on August 6, 2026 at 6:00 p.m. Members of the public will have an opportunity to appear and be heard regarding the proposed tax increase. For more information please go to: https://eaglemountain.gov/truth-in-taxation-property-tax/.

18.B. FISCAL YEAR 2026-2027 BUDGET DISCUSSION

BACKGROUND: The purpose of this item is for the City Council to review, discuss, and ask questions about the tentative budget. Discussion only, and no action will be taken. The tentative budget can be found online: https://city-eagle-mountain-ut-cleardoc.cleargov.com/22130/845077/d. It includes a proposed property tax increase to support public safety. The Truth in Taxation public hearing is scheduled for Thursday, August 6, 2026, at 6:00PM. The final budget for fiscal year 2026-2027 will be adopted on August 18, 2026.

An Interim Budget will be adopted on June 16, 2026, and be in effect for the period beginning on July 1, 2026, and ending after August 18, 2026, upon the City Council's adoption of the final budget. A Public Hearing to accept public comment on the Interim Budget will be held at 7:00PM on Tuesday, June 16, 2026.

19. LEGISLATIVE ITEMS

19.A. UPDATE - Legislative Priorities List

20. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

21. COMMUNICATION ITEMS

21.A. Upcoming Agenda Items

22. 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 accommodations 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 801-789-6611. 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 amended agenda notice was posted on this 29 day of May, 2026, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html.

Lacie A. Messerly
City Recorder

EAGLE MOUNTAIN CITY COUNCIL
2026 MEETING SCHEDULE

Eagle Mountain City Council Chambers, 1650 E. Stagecoach Run, Eagle Mountain, Utah

The Eagle Mountain City Council, at its regularly scheduled meeting on December 2, 2025, adopted the following meeting schedule for the year 2026:

Work Sessions	4:00 PM
Policy Sessions	7:00 PM

January 6, 20
January 15* at 5 PM (CC Vacancy Appt)
February 3, 17
March 3, 17
April 7, 21
May 5, 19
June 2, 16
July 7, 21
August 4, 18
September 1, 15
October 6, 20
November 4*, 17
December 1, 15

*Date varies from regular scheduled Tuesday

The public is invited to participate in all City Council meetings and may monitor or listen to open portions of electronic meetings at https://eaglemountainut.portal.civicclerk.com.

If you need special accommodation to participate in a City Council meeting, please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611.

EXHIBIT B

INTERLOCAL SALES TAX PLEDGE AGREEMENT

INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of June [___], 2026 pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), by and between EAGLE MOUNTAIN CITY, UTAH, a municipal corporation and political subdivision of the State of Utah (the "City"), and the REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY, UTAH (the "Agency), a redevelopment agency established under Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Chapter 1, Utah Code Annotated 1953, as amended (the "Redevelopment Act").

W I T N E S S E T H:

WHEREAS, the Agency has been established by the City for the purpose of developing and redeveloping certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Mid-Valley Project Area (the "Project Area") pursuant to a project area plan adopted by the City and the Agency; and

WHEREAS, pursuant to the terms of a General Indenture of Trust dated as of [_____] 1, 2026, as supplemented by a Supplemental Indenture of Trust dated as of [_____] 1, 2026 (together, the "Indenture"), by and between the Agency and [U.S. Bank Trust Company, National Association] (the "Trustee"), the Agency intends to issue its Sales Tax and Tax Increment Revenue Bonds, Series 2026 (the "Series 2026 Bonds") which are payable from Tax Increment Revenues (as defined in the Indenture) and sales and use taxes pledged pursuant to this Agreement to (a) finance a portion of the capital project costs to benefit the Project Area (the "Project"), (b) fund any necessary reserves, and (c) pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act") Title 11, Chapter 13, Utah Code Annotated 1953, as amended, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

[WHEREAS, the Agency anticipates that the Tax Increment Revenues over the term of the Series 2026 Bonds will be sufficient to pay the principal and interest on the Series 2026 Bonds, but in the event that there shall be a shortfall in such Tax Increment Revenues, the City has agreed to enter into this Agreement with the Agency pursuant to Section 17C-1-207 and 17C-1-409 of the Redevelopment Act to pledge and lend to the Agency local sales and use tax revenues received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the "Sales Tax Revenues"), to the extent necessary to make up any shortfall, if any, and to pay any

obligation of the Agency under the Indenture, including without limitation, the obligation to replenish the Debt Service Reserve Fund created thereunder, which pledge, however, shall be subordinate to pledge of the Sales Tax Revenues towards the payment of debt service on the City's outstanding Sales Tax Revenue Bonds, Series 2022 and any sales tax revenue obligations to which the Sales Tax Revenues are pledged that the City may issue in the future on a parity therewith (the "Senior Sales Tax Obligations");] and

WHEREAS, the City recognizes that many benefits are flowing to the City because of the redevelopment performed by the Agency including, but not limited to, improved quality of life, increased employment opportunities within the City, increased ad valorem tax base, and increased sales tax revenues to the City; and

WHEREAS, the City and the Agency have found and determined that the pledge of City funds hereunder is a corporate purpose that will promote economic and community development and the health, safety, and welfare of the City and its inhabitants, result in interest savings with respect to the Series 2026 Bonds, and is in the best interest of the City and its inhabitants;

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto agree as follows:

Section 1. The Agency agrees that upon issuance of the Series 2026 Bonds it will use the net proceeds of such Series 2026 Bonds to finance the Project, fund any necessary debt service reserve fund, and pay costs of issuance. As required by the Redevelopment Act, the Series 2026 Bonds shall be made payable as to both principal and interest solely from the Tax Increment Revenues received from the Project Area and shall not be payable from funds directly paid by the City, except to the extent moneys are transferred by the City to the Agency pursuant to this Agreement.

Section 2. Pursuant to the Indenture, the Agency shall, on or prior to [_____] and [_____] of each year, commencing [_____], [2027], determine (a) the amounts due with respect to the Series 2026 Bonds on the next succeeding [_____] and [_____], as applicable, and (b) the amounts of Tax Increment Revenues, and other moneys the Agency reasonably believes will be available for payment of the Series 2026 Bonds on said [_____] and [_____]. In addition, the Agency shall, on or prior to each [_____] of each year, submit a request to the City Manager for Sales Tax Revenues equal to the amount, if any, by which the payments due on the Series 2026 Bonds on the next succeeding [_____] exceed such available Tax Increment Revenues and other amounts available to the Agency (the "Shortfall"), plus any additional payment obligations of the Agency, under the Indenture, including the obligation to replenish the Series 2026 Debt Service Reserve Account, if any, or to deposit amounts to the Reserve Instrument Fund thereunder, if necessary. The City agrees to pay said Shortfall directly to the Trustee not less than ten days prior to the next succeeding [_____] and [_____], as applicable. The Agency covenants to take such other action as it lawfully may take to assure that Sales Tax Revenues equal to said Shortfall are remitted by the City to the Agency pursuant to this Agreement.

Section 3. Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City hereby pledges for the benefit of the holders of the Series 2026 Bonds and agrees to lend to the Agency, to the extent necessary during each Bond Year as defined in the Indenture, Sales Tax Revenues sufficient to make up any Shortfall, plus any additional payment obligations of the Agency under the Indenture, including the obligation to replenish the Series 2026 Debt Service Reserve Account or to deposit amounts to the Reserve Instrument Fund, if necessary, thereunder (the "City [Loan/Pledge]") on or before the date on which said moneys are due and owing during each Bond Year until the Series 2026 Bonds are paid in full, which pledge shall be subordinate to the Senior Sales Tax Obligations. [The Agency hereby agrees to repay the City Loan at such rate or rates of interest on the unpaid principal balance of said City Loan, within a time period, and upon such additional terms as the City Council of the City deems appropriate, provided, however, that no payment shall be made on the City Loan to the City by the Agency during any Bond Year, until all principal and interest falling due on the Series 2026 Bonds during said Bond Year have been paid in full].

Section 4. The City's pledge created pursuant to this Agreement shall be subordinate to the City's pledge of its Sales Tax Revenues to secure the Senior Sales Tax Obligations, such that the Sales Tax Revenues shall be applied first to the payment of the City's payment obligations with respect to all Senior Sales Tax Obligations, and second to the City's pledge created pursuant to this Agreement and to any City obligation issued or created on a parity with the pledge created herein.

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The Series 2026 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2026 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2026 Bonds or amounts otherwise due under this Agreement.

Section 6. This Agreement shall be effective upon the date it is executed by both Parties and filed with the keeper of the records of each party and will remain in effect as long as the Series 2026 Bonds remain outstanding, but in no event more than fifty (50) years from the effective date of this Agreement herein.

Section 7. So long as the Series 2026 Bonds are outstanding under the Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 8. The City's obligation to make such payments and perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute, irrevocable and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee, the Agency or any holder of the Series 2026 Bonds.

Section 9. This Agreement shall be governed by the laws of the State of Utah.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written above.

EAGLE MOUNTAIN CITY, UTAH

(CITY SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

By:_____
City Attorney

REDEVELOPMENT AGENCY OF
EAGLE MOUNTAIN CITY, UTAH

(RDA SEAL)

By:_____
Executive Director

ATTEST:

By:_____
Secretary

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By:_____
Agency Attorney

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain, Utah, Approving the Horizon Master Development Plan.
ITEM TYPE:	Master Development Plan
FISCAL IMPACT:	N/A
APPLICANT:	Caden Hazard as developer/representative

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Foothill Residential/Foothill Residential	109.33

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommends that the City Council deny an Ordinance of Eagle Mountain, Utah, Approving the Horizon Master Development Plan.

While the development's proposed lot sizes and the proposed scenic trail are certainly appealing aspects of the project, like the Planning Commission, we believe the plat design requires just too many exceptions to code and ablating engineering-related concerns to be able to support -- and this aside from issues of historicity. If a decision is made to approve the project as proposed, then Staff recommends that a Master Development Agreement be entered into between the Applicant and City to memorialize entitlement and sanctioned code exceptions as per EMMC 16.10.030.D.

BACKGROUND:
Last year, this matter was noticed as a combination Master Development Plan (MDP) (project is over 50 acres), Rezone (Ag and Country Residential to Foothill Residential), and Preliminary Plat (actually a redo of one entitled years ago). After research was begun as part of this report's generation, it was discovered that in 2024, the passage of Ord. O-49-24 had rezoned the property from Agriculture and Country Residential to Foothill Residential. The City's zoning map had not been updated to show the property as being [now] zoned Foothill Residential by the time the application process for Horizon was started. Subsequently, the matter was tabled pending resolution regarding how to process the application set. Should a MDP (with an associated preliminary plat) be processed [as applied for] or, rather, should a Preliminary Plat application with a future, standard Development Agreement be developed and used to authorize the project were it to be ultimately approved?

Given that noticing for a Master Development Plan and Rezone (besides the plat) was done in, or about, August 2026, was based on a zoning map error, and that the application package was tabled, Staff re-noticed the matter for Planning Commission consideration once we knew the item was ready to [again] go forward. It was decided to continue reviewing the Applicant's request as a combination MDP with an associated preliminary plat proposal.

The Planning Commission voted to recommend denial of the project, citing concerns over their ability to support or recommend on the code exceptions related to Horizon's proposed plat design.

ITEMS FOR CONSIDERATION:

Executive Summary and Key Considerations

Project Overview:

The Applicant requests approval of a Master Development Plan (MDP), associated Development Agreement(s), and [associated] Preliminary Plat approval for the proposed Horizon development consisting of approximately 110 residential lots on 109.33 acres within the Foothill Residential (FR) zoning district in Eagle Mountain. The proposal includes internal local roadways, open space parcels, trail improvements, utility infrastructure, and roadway connectivity to the existing Lone Tree subdivision and the Pony Express Parkway.

The proposed development generally meets the minimum and average lot size requirements of the FR Zone and provides roadway connectivity intended to improve neighborhood circulation and emergency access. However, Staff continues to identify several unresolved issues relating to slope constraints, hillside and ridgeline applicability, utility infrastructure adequacy, roadway design considerations, wildlife corridor impacts, and open space/trail implementation.

Detailed findings and code analysis are contained within the body of this report.

Summary of Project Benefits:

Staff recognizes several positive elements associated with the proposal, including:

1. Provision of an interconnected roadway system linking Walnut Drive to the Lone Tree at Circle Five subdivision, thereby creating an additional emergency egress route and improving overall public safety access for both developments.

2. Residential lot sizes that are generally compatible with the development pattern contemplated by the underlying Foothill Residential zoning district and surrounding residential neighborhoods.

3. Inclusion of pedestrian trail improvements and open space areas intended to provide recreational opportunities and hillside access.

4. Utilization of a rural roadway cross-section consistent with the character anticipated within FR-zoned developments.

Primary Areas of Concern:

1. Slope, Hillside, and Ridgeline Compliance

A significant portion of the site contains slopes exceeding 15 percent, with multiple areas identified as exceeding 25 percent slope. Under current City code, areas exceeding 25 percent slope are generally considered non-buildable and slope averaging is no longer permitted.

The Applicant asserts that portions of the development are exempt from subsequently adopted hillside and ridgeline regulations due to prior approvals dating to 2007. Questions remain regarding the applicability and enforceability of:

- EMMC § 15.80 (Hillside Site Development regulations);
- EMMC §§ 17.62 & 17.63 (Ridgeline Protection Standards); and
- EMMC §§ 15.80, 17.10, 17.25 & 17. 100 (Slope limitation provisions)
- EMMC § 17.49 (Wildlife Corridor Overlay Zone)

Staff notes that portions of the proposed subdivision, trail system, and development envelope may conflict with current hillside, ridgeling and wildlife corridor standards. Portions of the project area also appear to fall within mapped Ridgeline Protection Zones where development restrictions may apply.

2. Utility and Infrastructure Concerns

City Engineering and Public Works have expressed ongoing concerns regarding the adequacy and configuration of water, storm drainage, and wastewater infrastructure serving the project area.

Specific concerns include:

- Fire flow adequacy;
- Reliance on mechanical systems to maintain water pressure/fire flow;
- Lack of complete water system looping;
- Storm drainage impacts associated with steep terrain;
- Potential downstream runoff and drainage impacts; and
- General utility servicing capacity for the proposed density and development layout.

As of the date of this report, Staff has not received final resolution of these concerns.

3. Transportation and Access

The proposal includes a primary access connection to Pony Express Parkway and an internal roadway connection into the Lone Tree Subdivision.

The additional subdivision connection is viewed as a public safety benefit; however, concerns remain regarding:

- Traffic circulation and intersection spacing near Pony Express Parkway;
- Peak-hour left-turn congestion;
- Long block lengths exceeding standard norms/limited roadway connectivity in certain phases;
- Potential roadway grade and steepness issues; and

The Applicant’s Traffic Impact Analysis (TIA) acknowledges certain operational limitations while concluding the roadway system can function with existing conditions.

4. Open Space and Trail Considerations

The proposal provides approximately 42.79 acres of open space, including 2.22 acres of improved open space intended to satisfy minimum park and recreation requirements.

The Applicant proposes extensive hillside trail improvements, including a stairway/trail system traversing steep terrain. Staff notes that portions of the proposed trail appear to cross areas exceeding 15 percent slope, raising questions regarding long-term usability, safety, maintenance, and code compliance. Also, Staff questions whether the amenity point system (252 required) can be fairly assessed given the nature of the project's proposed open space improvements vs. the Parks & Open Space Worksheet allocations.

Additional concerns have been raised by Parks and Recreation regarding:

- Wildfire risk associated with unmanaged native open space;
- Long-term maintenance obligations;
- Drainage and flooding impacts to lower lots; and
- Potential impacts associated with the wildlife corridor area.

4. Compatibility and Land Use Findings

The proposed density and lot configuration are generally compatible with the surrounding residential context, including nearby developments containing quarter-acre to half-acre residential lots.

The project’s proposed overall density of approximately 1.01 dwelling units per acre is generally consistent with the development pattern anticipated within the Foothill Residential zoning district.

Outstanding Issues Requiring Further Consideration

Staff recommends that decision-makers carefully evaluate the following unresolved matters prior to any final action:

- Applicability and compliance with current slope, hillside, and ridgeline regulations;
- Resolution of outstanding utility and fire flow concerns identified by Engineering and Public Works;
- Wildlife corridor impacts and associated development limitations;
- Requested deviations or waivers related to block length standards;
- Legal authorization for use or acquisition of City-owned property associated with the proposed roadway access and parking area;
- Feasibility and appropriateness of the proposed steep hillside trail system; and
- Absence of proposed street lighting in portions of the development.

Staff Conclusion

While the proposed development demonstrates several positive planning elements, including improved emergency connectivity, code-compliant lot sizing, and recreational trail opportunities, Staff continues to identify multiple unresolved issues involving infrastructure adequacy, slope-related development constraints, ridgeline protection applicability, circulation design, and environmental considerations.

Given the complexity of the site and the number of unresolved technical and regulatory issues,

careful consideration by the City Council is warranted prior to approval of the requested applications.

Findings/Analysis

MASTER DEVELOPMENT PLANS:
General considerations appertaining to Master Development Plans (MDPs) [their review and approval] are found in EMMC 16.10.030. & 16.10.070. All facts and any projected approval outcomes relevant to a Master Development Plan should be considered. (MDPs are considered by the City as rezones and may be combined with a preliminary plat if the plat application materials have been provided to the City at time of MDP submittal.)

16.10.070 Criteria for approval of MDPs. A master development application shall be evaluated using the following criteria. The planning commission and city council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25 percent?

> 1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25 percent?
>
> • Attached is a new "Slope Analysis Plan" prepared on 5/5/26 [prior rendition done on 12/31/24]. It identifies area encumbered by slopes classed at 0-15%, 15-25%, 25-30%, & 30-100%. Non-buildable areas are those at or exceeding 25% slope (averaging across a property to calculate slope is no longer allowed by code). The orange and red areas depicted on the plat identify, per the Applicant's engineer, effectually non-buildable lots or portions of lots. It would appear from the map that over half of the proposed building lots are negatively impacted by the City's slope standard to some degree or other. Streets also...
>
> • Concerns regarding the impact and applicability of the City's slope codes, Hillside Ordinance passed on February 02, 2010, as Ord. # O-03-2010 and now codified as EMMC 15.80 et al have been expressed. Same for the ridge-line ordinance made effective in early 2018 (EMMC 17.63 and maps from 17.62). *The Applicant asserts exemption to those three types/sets of ordinances, indicating an early plat rendition of what is being proposed currently was approved by the City in 2007* (see attached narrative) *as some portions of the proposed plat are non-compliant.*

2. Natural Hazards. Can the proposed development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

> • Parks and Rec. commented on June 10, 2025, that they were, "Concerned with all the native open space becoming a fire hazard and difficult to maintain. This open space could cause flooding to lower lots, will need drain mitigation."

.

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?

> • Public Works queried on June 10, 2025, "Is this intersection [not specified but assumed to be

Walnut and Pony Express] going to be too close to Lonetree Parkway and the bend in Pony Express Parkway? [And] Concerned with steep lots affecting storm drain system in heavy rain fall."

4. Protection of Natural Channels and Ridgelines. Will the proposed development be reasonably compatible with the protection of natural channels and comply with the ridge line protections as provided in Chapter 17.62 EMMC, where applicable?

• Overlaid imagery (see Powerpoint exhibit) suggests conflicts respecting the interface of ridgelings and proposed lot locations. The ridgeline ordinance, if applied, negatively affects the proposed plat's design given its overlap of portions of the proposed subdivision. That conflict raises an issue for discussion: *whether the City's ridgeline ordinance (passed on January 16, 2018 as O-14-2018 and codified as EMMC 17.62 et al) applies to the development.*

5. Flooding. Will the proposed development be reasonably safe from flooding, including alluvial fan flooding?

• Unknown at this time/TBD but concerns exist.

6. Soil Characteristics. Is the soil in each area designated for development generally suitable for that development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

• Unknown at this time/TBD. Nevertheless, building of a school and houses on adjoining lands nearby has occurred.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed development be adequately served by existing and proposed utilities for the project area?

• City Engineering commented on June 26, 2025, that they had "concerns related to utilities in the area" (Storm, Water & Wastewater). Public Works noted regarding the project on June 17, 2025, as follows: "Update water model; major concern with fire flow, City should not rely on mechanical equipment to maintain fire flow. Water system is not looped;12" water line ties in[to] what?"

(No new updates as of 5/5/26)

2. Streets. Does the street plan comply with the transportation master plan? Can the proposed development be adequately served by the city’s transportation master plan and the project’s proposed local streets?

• City Engineering indicated on June 26, 2025, that they had, "Traffic flow concerns to Pony [Express Parkway]." Specifics regarding cul-de-sacs, block lengths and connectivity index compliance are also assessed during preliminary plat review. The attached Traffic Impact Analysis (TIA) summarizes and concludes that, "1. There is already a median break along Pony Express Parkway at the proposed access location. 2. As with most unsignalized intersections along Pony Express there is peak hour congestion for left turn egress. 3. If the congestion is

unacceptable, then drivers can travel up to Lone Tree Parkway and there is a southbound left turn lane that can be used as a U-turn." Further, "ideally, a westbound right turn lane would be recommended as a deceleration lane but there [are] not right turn lanes along this section of Pony Express Parkway even at the signalized intersections." Streets are proposed to all be locals internally. Staff has similar limited access and multiple lot frontages on/along Walnut drive -- which road effectually serves as a kind of *de facto* collector. This is similar to the recent concern expressed about Lower Hidden Valley's Red Pine road proposed on the other side of Pony Express. The Applicant's Traffic Impact Analysis (TIA) is attached.

• Also, if the principle in 17.25.050.D. whereby driveways exceeding 12% are not allowed, then is the same true for roadways that would be developed across land noted as having slopes in excess of 15% and 25%? (see Horizon slope analysis map).

• A benefit to Horizon's street scheme is the connection of Walnut Drive into the Lone Tree Subdivision, thereby providing additional existing for both subdivisions.

• Allowed block lengths (1,000') are exceeded. No cul-de-sacs are proposed.

(No new updates as of 5/5/26)

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the applicant to convey water rights to the city sufficient to meet the development need, including both the building lots and common improved open space?

• The attached "Inventory of Water Rights" apparently indicates that there is a presumed balance of 90.48 acre-feet available to/for the project. EMMC 16.35.130(a) is an ascending scale table reflecting an increased need for water rights as property sizes grown. It establishes a requirement for lots sized between 11,001 and 14,500 to have a total of .96 rights allocation per lot. At 110 lots, that formula would require 105.6 needed. A note below the table addresses larger properties. Specified is that lots exceeding 14,500 sq. ft. are required to dedicate water rights based on case by case review by the City Engineer. Presumably, whatever responsibility is assigned to the developer, it would exceed the .96 amount already noted.

• Our evaluation suggests that the Applicant is deficient in banked water rights to serve the development based on their provided tabulation.

C. Criteria Related to Compatibility.

1. Compatible Development – Adjacent Parcels. Will the proposed development be reasonably compatible with existing or vested uses on adjoining lands? Is the proposed plan consistent with the city’s future land use map or requested amendment?

• Project property is zoned Foothill Residential (FR) (1/4-acre [10,890 sq. ft.] min. bldg. lot size / 1/2-acre [21,780 sq. ft.] min. avg. bldg. lot size) required. Code-compatible residential zones that may abut/buffer FR zoning include the RD2 and R1 Zones. The adjoining properties in the Lone Tree Circle Five Ranch (Plats A, B, D, E, & F) feature varying lot sizes, with the smallest being 1/4 acre and the majority being ~1/3 to 1/2 acre in size. That project is zoned Town Core Residential [equivalent modern zone is RD2 with 1/2-acre min. bldg. lot sizes and 3/4-acre avg. bldg. lot sizes being minimal]. Proposed Lower Hidden Valley townhouse and single-family detached building lots to the east (part of, and zoned as, the Lower Hidden Valley Master Planned Community) across Pony Express Parkway and fronting/along Red Pine Road are likely proposed to be sized smaller than those contemplated by the Horizon project. The

Applicant has submitted a "Compatibility Statement" — copy hereto attached. Given the totality of surrounding zoning and development, Staff considers the 1/4-acre min., 1/2-acre avg., 1.11-acre largest lot size, with an overall density of 1.01 du/a sizing/density of Horizon to be sufficiently compatible with adjacent, developed or pre-development stage land(s).

D. Criteria Related to Design.

1. Open Space.

a. Does the proposed development include the improved open space required by this title?

- Yes, see open space comments below under the platting analysis section.

b. Does the proposed pattern of development attempt to make effective use of the open space?

- To the extent which they have such, it may be argued they do. See open space comments below under the platting analysis section.

c. Does the development incorporate trails, parks, and other open spaces included in the city's parks, trails, and open space master plan?

- Negative as far as known/TBD

d. Does the plan attempt to combine open spaces into larger, more usable parks and open spaces?

- Yes — to the extent that open space exists in the project.

2. Public Facilities. Does the proposed development include land designated for public uses, including churches, schools, community centers, etc.?

- No

"At the end of the day", approval of any MDP and MDA has a certain amount of subjectivity to it.

DEVELOPMENT AGREEMENT(S):
Authorized under UCA 10-9a-532 as a contract between a private and public entity [the City], one (Master DA) may be crafted for use with this application.

PRELIMINARY PLAT APPROVAL:
Approval of Preliminary Plats is based upon compliance with City code requirements [Conclusions of Law] and requirements of any applicable Development Agreement(s). Approval criteria for a Preliminary Plat are stated in EMMC § 16.20. Plat application types and their reviews are administrative in nature. Therefore, plats are to be approved if all required elements and code compliance are provided in their plan/plat drawings. Some criteria are subjective.

Note that EMMC 16.30.080 ["Rural residential subdivisions"] has special provisions governing rural-type developments. It reads as follows:
"Subdivisions that are to be reviewed under agricultural, RA1, RA2, RD1, RD2, or *FR* zone development standards (see Chapters 17.20 and 17.25 EMMC) *may not be required to install the same public improvements as subdivisions developed in other zones. Requirements to install curbs, gutters, sidewalks, water and sewer utilities, and streetlights may be waived* by the city council after a recommendation from the planning commission, upon condition that the developer provides for

pedestrian circulation and accommodates water and sewer utilities and surface drainage throughout the subdivision. Necessary facilities may include, but not be limited to, trails and pathways, storm drainage detention ponds or secondary water facilities."

Preliminary Plat (EMMC § 16.20) Opinion:
The subdivision aspect of the combined application was reviewed last year by the DRC Committee and most suggested corrections/revisions are incorporated into plat drawings.

Plat Data, Standards & Findings:
Land Use Zone(s): FR
Total Acreage: 109.33
Total Proposed Lot Count: 110 (with 4 additional open space parcels — 2 City owned and, apparently, 2 HOA owned) (1.01 du/a overall)
Total Acreage in Lots: 55.00
Total Acreage in Asphalt Pavement Area: 10.39
Total Acreage in Open Space/Parcels: 42.79 acres (40.57/2.22)

FR Zoned Area:
Required Minimum [Building] Lot Size: 10,890 sq. ft.
Proposed Minimum [Building] Lot Size: 11,140 sq. ft.
Maximum Allowable Lot Size: n/a
Largest Proposed [Building] Lot Size: 55,439 sq. ft.
Required Average [Building] Lot Size: 21,780 sq. ft.
Proposed Average {Building] Lot Size: 21,780 sq. ft.
Lot dimensions: *Compliant*

RsOW:
• Internal subdivision rights-of-way are proposed to be "rural" (i.e., 50' wide) in accordance with EMMC 16.35.130b & 140. Horizon Loop and Walnut Drive are slated to have an 8' asphalt trail on one side of the roads and an 8.5' wide parkstrip on the other side. At the widened asphalt section between the intersection of Walnut Drive and Horizon Loop, the paved travelway widens by 4' and the parkstrip narrows to 4.5'. Widths and rural profiles are agreeable. *Compliant*

• The Fire Department has approved the use and layout of Horizon Loop and a fire access road (within Phases 4 & 5) to satisfy the rule of 30 maximum. That is, fire code and EMMC 126.35.070.I both require that, "The number of dwelling units [building lots] on a single fire apparatus access road [street] shall not exceed 30." Typically, when at least two ways in/out of a project or portion thereof exist, then that rule is usually met. *Compliant*

• The "block length" or travel distance between pedestrian and/or vehicular intersections of/for sections of the project's roads exceed allowed norms. *Non-compliant*
See comments under the Street heading of the MDP findings section to see comments regarding Walnut Drive (aside from what Fire has said about project ingress/egress).

Connectivity Index Required:
FR land: 1.50. Provided: 1.5 (6 links/4 nodes). *Compliant*

Utilities:
Plans provided. Utilities reviewed by Engineering and Public Works. Open Space by Parks — comments made during DRC and reflected in attached plans. Streetlights are not required by EMMC 16.35.100.c. Water demand, given 110 building lots with a 1/2 acre average, calculated at .45 per household and 2 acre-feet per lot for irrigation — presumed need for 269.50 acre feet

worth of water shares—49.5 minimum for purely domestic (indoor) use. Applicant attests that they have sufficient water shares (circa 98) to cover the allocation required for the project. See 16.10.070.B.3 comments above under the MDP section. *Apparently Compliant*

Landscaping/Open Space: The project has 2.22 acres of proposed, improved open space split into two parcels and a parking lot/trail section proposed in one of the open space parcels.. Developer proposes development of trails within 42.57 acres of open space slated to be owned and maintained by the City. Within that open space, Developer proposes varying trails include a concreted stairway with landings, rail and lighting. Developer seeks credit for the overbuild cost of that particular amenity to be applied against their normal open space amenity cost(s) as well as conveyance of ownership and maintenance responsibility to the City per plat notes.

17.25.050 Generally applicable provisions.
All development projects within any residential zone shall conform to the following general requirements:
...
"**B. Open Space and Trails.** Lots and roads shall be arranged to best protect contiguous open space areas, ridgelines, hillsides, drainages, wildlife habitat and corridors, and provide useable open space or trail access to useable open space. All developments shall connect to existing adjacent trails and wildlife corridors and continue them through the development and shall provide regional trails and corridors if included in the city's general plan, parks and open space plan, or bike and pedestrian plan. Rather than including large areas of unbuildable land in lots, developers are encouraged to preserve and dedicate these areas as public open space. The approval authority may require the developer to pay a fee in lieu according to EMMC 16.35.105(A)(12), or may consider, at their discretion, alternative open space plans. Alternative plans will be evaluated based upon the benefit to the neighborhood/community, proximity to existing amenities or natural features, and the unique nature of the site, and may include additional trails, preservation/dedication of additional open space areas, and unique improvements/amenities. Alternative plans may include a proposed "buy-down" of open space acreage with additional amenities at a rate of 150 points per acre (required acreage x 100 points + "bought-down" acreage x 150 points). Parks and trails must be improved as required by the standards set forth in Chapter 16.35 EMMC....."

16.35.105 Park and improved open space requirements.
The amount of land required for parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in EMMC 17.25.040, Residential development standards (@ 750 sq. per building lot for Horizon = 1.89 acres total w/ 2.22 provided. [*Compliant in terms of dedicated land area])*. The park requirements are intended to be flexible in order to best meet the recreational needs of a neighborhood. A 12' wide stairway (6" risers w/ 14" tread) climbs some 160 vertically and is located on an outboard open space area that is part of the property. The nature trail/stairway amenity is at least 1,620' long "as the crow flies" per the Applicant. One issue is that about 1/2 of that trail is shown as crossing land that has a vertical slope exceeding 15% (compare Slope Analysis and Land Use Plan).

A. All improved open space must meet the following requirements:
...
1. *Improved open space shall enhance the development* by providing landscape features, screening for the benefit of the occupants or those in neighboring areas, recreational amenities, or a general appearance of openness. Improved open space shall not include driveways, parking lots, sidewalks (adjacent to roads), common area (parks) in multifamily and cluster/patio home developments, any area occupied by a building, nor areas so located or so

small as to have no substantial value for the purposes stated in this definition. *In order to count towards required improved open space, landscaped areas* must be at least 8,000 square feet in size, no less than 20 feet in any dimension, *and shall not exceed 15 percent slope*.

10. Natural open space areas shall be left in their natural state. These areas may be improved with paved trails and necessary improvements to establish trails and any associated viewing areas. Any disturbed open space caused by construction activities shall be restored to its natural state and the required revegetation shall not be counted towards improved open space requirements. Improvements within the open space shall be counted toward the minimum amenity requirement for a project. Only the amenity and not the adjacent area containing the amenity may be counted toward the required element points, at the approval authority's discretion.

11. Open space shall be fully improved prior to recording the first plat in a project, or a separate cash escrow of $3,750 per lot must be put in place with the city with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = $75,000 ($3,750 x 20).

12. Fee in Lieu. An applicant may request to pay, or the city may require the applicant to pay, a fee in lieu of dedication and construction of improved open space, to be paid with the recordation of each final plat. The fee shall be calculated as follows:

a. The fee in lieu shall be calculated at a rate of $3.75 per square foot of required improved open space, plus the appraised value of the open space. If a fee in lieu is collected, the city shall determine the timing and location of park improvements, but the improvements should be made on a park that benefits the future residents of the development. If the developer is required to improve an existing park, the improvements shall be made prior to recording the first plat.

Example:
44-Lot Subdivision
Required open space = 44,000 sq ft x $3.75 = $165,000
Appraised value = $35,000
$165,000 + $35,000 = $200,000
$200,000/44 lots = $4,545.45

...

14. All Parks are reqeuired to provide a mix of amenities. No more than 33 percent of the required amenity points may be met by a combination of trails and parking.

Correspondence:
Any correspondence from agencies or the citizenry is hereafter attached to this document for perusal. Agency comments may express opinions regarding the plat application or be geared towards recommending Conditions of Approval for a development should it be approved, or, directing corrections to the final plat or related construction drawings. Any written material submitted by the public post noticing of the December hearing is attached.

Miscellaneous:
1. The Wildlife Corridor is also another issue that will have to be vetted by City decision makers.

2. A section or portion of the project (N/NE) appears to perhaps be in area earmarked as a Ridge-line

Protection Zone. That zone's controls specify that,

> "Property within 50 vertical feet of prominent ridges may be included within private lots; however, shall be deemed unbuildable, and shall provide a public pedestrian easement to the city for the purpose of creating an integrated and connected system of ridgeline trails, which tie into neighboring development. No structure, accessory structure, or ancillary structure may be built within the ridgeline setback area, with the exception of public infrastructure, public lookout towers, benches, or other public viewpoint or recreation structures. No cuts, fills, clearing, or grading shall occur within the ridgeline setback, except for public trails, structures, and infrastructure. Development within close proximity to prominent ridges shall comply with ridgeline design standards found within this chapter." *Seemingly Non-Compliant*

3. Garbage collection as per normal single-family neighborhood with cans for each home; and,

4. Project to be dark-sky compliant. Homes, as required (upper 3 phases), to have fire sprinklers. Deference to the Wildlife Corridor may be given overriding streetlight requirements for those portions of land within the Corridor's confines.

5. The sound wall (6') required by City code will be on the Applicant's property, but due to topography and storm drain pond retaining needs, the trees the City requires will need to be placed in front of the wall along Pony on City property per the developer.

6. Plat's "general notes":

GENERAL NOTES

1. SEE SHEETS 5 & 6 FOR EXISTING CONTOURS.
2. THERE ARE SMALL AREAS IN THIS SUBDIVISION LOTS WITH A NATURAL GRADE THAT EXCEEDS 25% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. PROPOSED ZONE = FR. BUILDING SETBACKS SHALL BE AS PER FR ZONE AND GENERAL FOR PRIMARY AND ACCESSORY STRUCTURES.
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. NO STREET LIGHTING IS PROPOSED. DEVELOPER IS REQUESTING A WAIVER.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND PER EAGLE MOUNTAIN STANDARDS.
10. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
11. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.
12. SEE SHEET 5 & 6 FOR ROAD CONTOURS SHOWING HOW ROADS WILL BE GRADED AND CONNECT.

Summary:
As afore-noted, Staff [still] has concerns about the project's status and the following issues [mostly code related] affecting this project's plan/plat design to include at least: 1. Satisfactory resolution of apparent utility/water rights issues (per City Engineering/Public Works); and, 2. slope, hillside and ridge-line issues; and, 3. Satisfactory resolution of any Wildlife Corridor vector/area issues related to the project; and, 4. Decrease/waiver of caps on "block lengths" where such exceed allowed norms; and, 5. Obtainment of permission or ownership of the City owned Parcel # 58:040:0228 over which the Applicant proposes to construct the main road entry/exit to the development and an accessory 20-stall parking lot on the same parcel; and, 6. The steepness of the proposed walking trail for circa half of its distance; and, 7. Proposed absence of any street lighting; and, 8. Resolution of Engineering Division concerns regarding site ingress/egress and intersection issues etc.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission during their regularly scheduled public hearing of December 09, 2025,

unanimously voted to recommend to the City Council that the MDP request be denied. The Planning Commission effectually indicated that it is/was outside their purview to sanction the non-code conforming exceptions sought for the project.

ATTACHMENTS:

1. Ordinance
2. Vicinty Map and Legal Description
3. Horizon Developer Narrative Ltr.
4. Land Use Plan
5. Revised Horizon Preliminary Plat
6. Engineering Memorandum Horizon Development 05-27-26
7. Horizon Slope Analysis
8. Horizon Traffic Impact Analysis Report
9. Open Space Overview
10. Banked Water Rights
11. 2023 Adopted Wildlife Corridor Map
12. Proposed Amended Wildlife Corridor
13. Powerpoint
14. Dec. 9, 2025 PC Approved Minutes
15. Horizon Geotech Soils Eng. Study

ORDINANCE NO. O- -2026

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE HORIZON MASTER DEVELOPMENT PLAN

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Horizon Master Development Plan, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Horizon Master Development Plan, as set forth in Exhibit A.

2. The Horizon Master Development Plan is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of June, 2026.

EAGLE MOUNTAIN CITY, UTAH

_____
Jared Gray, Mayor

ATTEST:

_____
Lacie A. Messerly
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 2nd day of June, 2026.

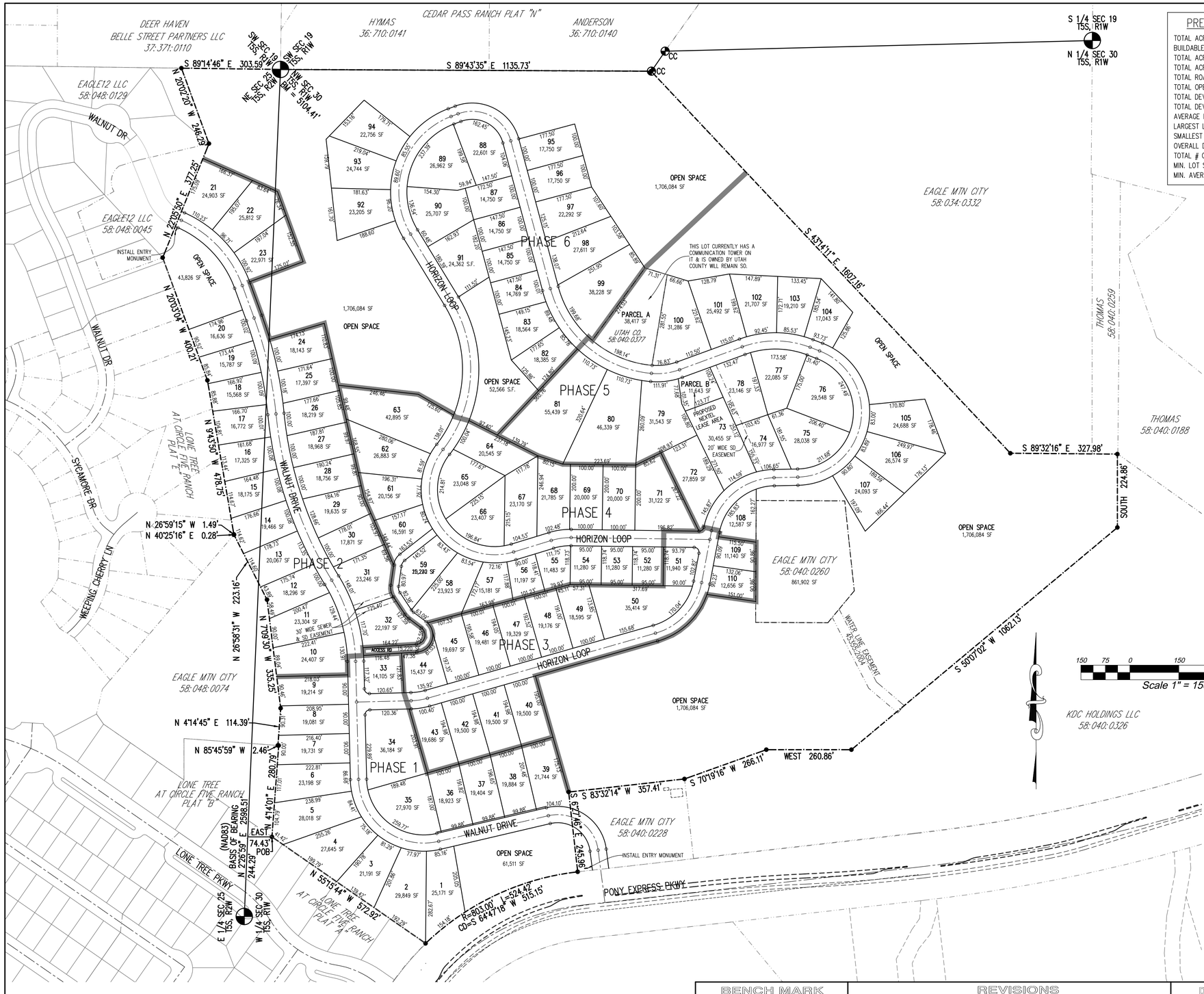
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish	☐ Zachory Huish
☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting	☐ Craig Whiting
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

_____

Lacie A. Messerly
City Recorder

Posted on _____ by _____.

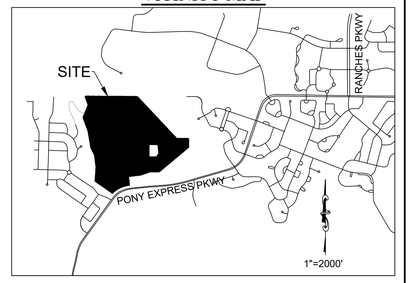
Exhibit A



PRELIM PLAN LAND CALCULATIONS

TOTAL ACREAGE:	109.33 ACRES
BUILDABLE ACREAGE:	66.19 ACRES
TOTAL ACREAGE IN LOTS:	55.00 ACRES
TOTAL ACREAGE IN PARCELS:	1.15 ACRES
TOTAL ROADWAY AREA:	10.04 ACRES
TOTAL OPEN SPACE:	43.14 ACRES
TOTAL DEVELOPED OPEN SPACE REQUIRED:	1.89 ACRES
TOTAL DEVELOPED OPEN SPACE PROVIDED:	2.36 ACRES
AVERAGE LOT SIZE:	21,780 SF/0.50 ACRES
LARGEST LOT SIZE:	55,439 SF/1.11 ACRES
SMALLEST LOT SIZE:	11,140 SF/0.26 ACRES
OVERALL DENSITY:	1.01 LOTS/ACRE
TOTAL # OF LOTS:	110 LOTS
MIN. LOT SIZE ALLOWED:	10,890 S.F.
MIN. AVERAGE LOT SIZE:	21,780 S.F.

VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point located North 2°26'59" East along section line 244.29 feet and East 74.43 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "B" the following two courses and distances: 1) North 4°14'01" East 280.79 feet, and 2) North 85°45'59" West 2.46 feet; thence North 4°14'45" East 114.39 feet; thence North 7°09'30" West 335.25 feet; thence North 26°58'31" West 223.16 feet; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "E" the following four courses and distances: 1) North 40°25'16" East 0.28 feet, 2) North 26°59'15" West 1.49 feet, 3) North 9°43'50" West 478.75 feet, and 4) North 20°03'04" West 400.21 feet; thence North 22°05'50" East 377.25 feet; thence North 20°02'20" West 246.29 feet; thence South 89°14'46" East along section line 303.59 feet to the Northwest Corner of Section 30; thence South 89°43'35" East along section line 1135.73 feet; thence South 43°14'11" East 1607.16 feet; thence South 89°32'16" East 327.98 feet; thence South 224.86 feet; thence South 50°07'02" West 1062.13 feet; thence West 260.86 feet; thence South 70°19'16" West 266.11 feet; thence South 83°32'14" West 357.41 feet; thence South 6°27'46" East 245.96 feet; thence along the arc of a 803.00 foot radius non-tangent curve to the left 524.42 feet through a central angle of 37°25'05" (chord bears South 64°47'18" West 515.15 feet); thence North 55°15'44" West along the northerly boundary of Lone Tree at Circle Five Ranch Plat "A" a distance of 572.92 feet to the point of beginning.

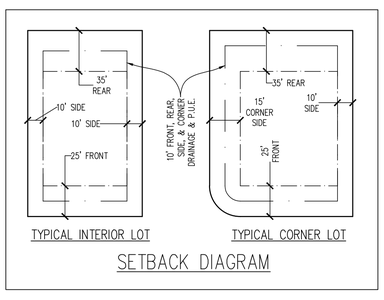
Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 1767.77 feet and East 990.97 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 36°02'03" East 274.03 feet; thence South 73°10'04" East 71.31 feet; thence South 9°33'35" West 281.55 feet; thence along the arc of a 327.50 foot radius non-tangent curve to the right 201.30 feet through a central angle of 35°13'00" (chord bears North 67°13'46" West 198.14 feet) to the point of beginning.

Also Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 902.29 feet and East 1528.45 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°16'25" East 373.66 feet; thence South 89°43'35" East 271.29 feet; thence South 6°02'19" East 277.33 feet; thence South 39°41'05" West 126.85 feet; thence North 89°43'35" West 221.24 feet to the point of beginning.

Total Area = 108.45 Acres



SETBACK DIAGRAM

GENERAL NOTES

1. SEE SHEETS 5 & 6 FOR EXISTING CONTOURS.
2. THERE ARE SMALL AREAS IN THIS SUBDIVISION LOTS WITH A NATURAL GRADE THAT EXCEEDS 25% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. BUILDING SETBACKS ARE SHOWN IN THE SETBACK DIAGRAM
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. ALL OUTDOOR LIGHTING MUST BE FULL CUT-OFF, DARK SKY COMPLIANT IN ACCORDANCE WITH CITY CODE.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND PER EAGLE MOUNTAIN STANDARDS.
10. PROPOSED ZONE = FR
11. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
12. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.

SHEET INDEX

1. PRELIMINARY PLAT
2. PRELIMINARY UTILITY PLAN (NORTH)
3. PRELIMINARY UTILITY PLAN (SOUTH)
4. PRELIMINARY UTILITY PLAN (OFF-SITE)
5. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (NORTH)
6. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (SOUTH)

PROPOSED ZONE: FOOTHILL RESIDENTIAL

SURVEYOR:

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

BENCH MARK

NW CORNER, SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 5104.41'

REVISIONS

Rev.	Date	Description

Developer: Belle Street Partners
c/o Scott Hazard
3688 E. Campus Drive Suite 100, Eagle Mountain, UT 84005
Phone: (801) 636-1858

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

HORIZON

EAGLE MOUNTAIN UTAH

Drawn by: G.J.Y.
Designed by: G.J.Y.
Checked by: D.W.P.

PRELIMINARY PLAT

LOCATED IN THE NW CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M

Scale: 1"=150'
Date: 03/28/25

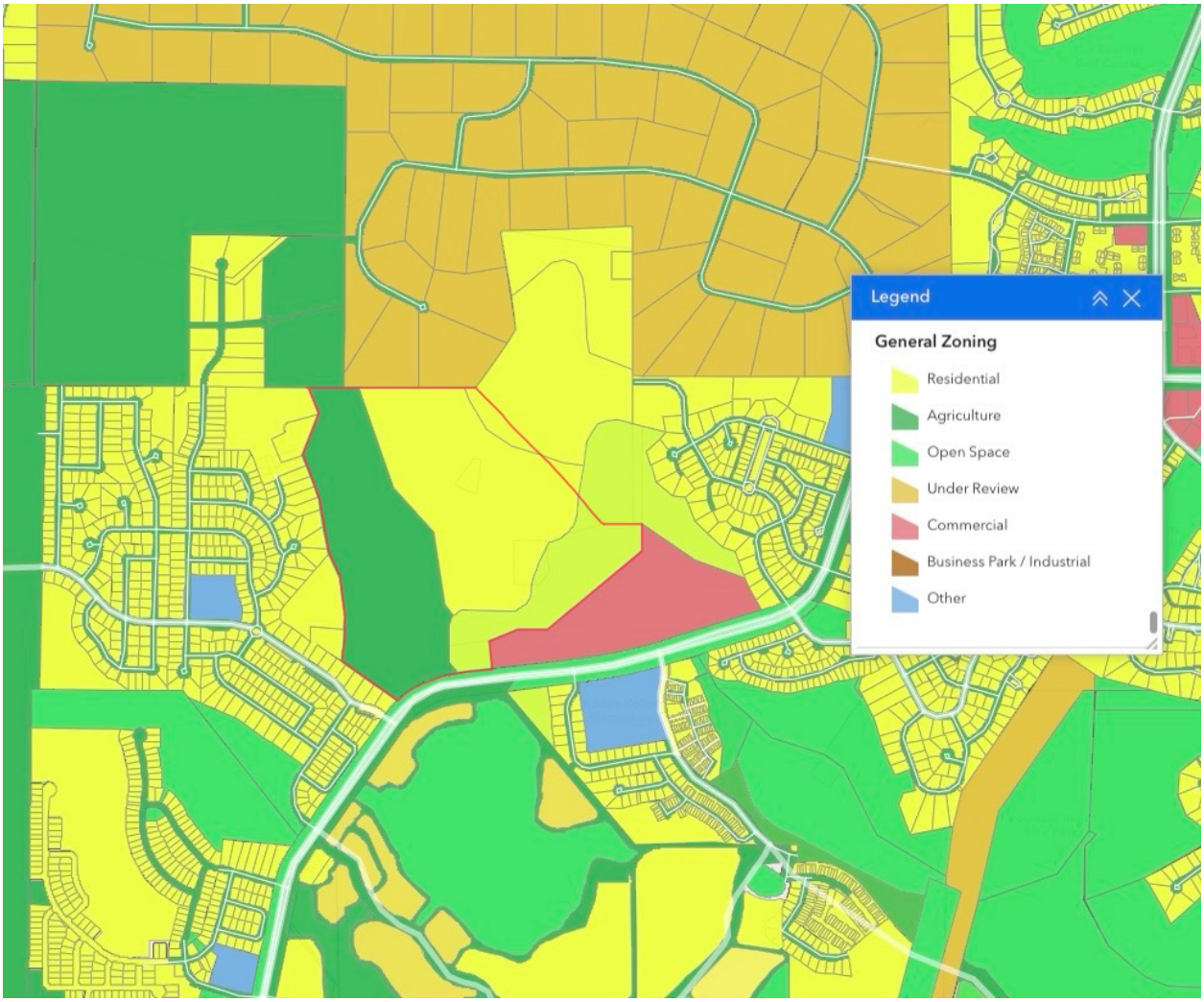
The following is a brief background of the Horizon Master Plan, formerly known as the Circle 5 Ranch development originally vested on Utah County Parcel # 58:040:0378.

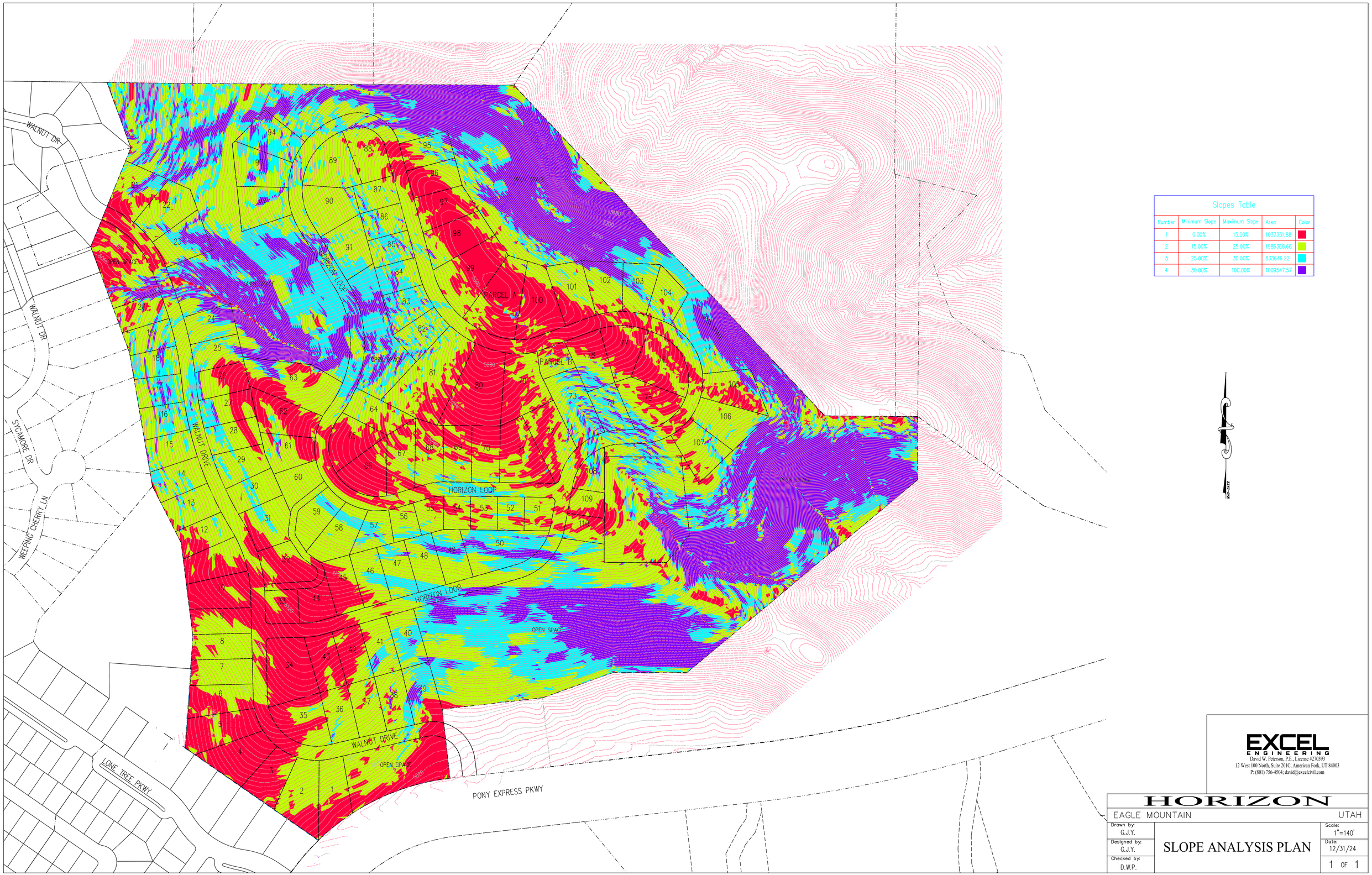
1. A preliminary plat for Circle 5 Ranch was approved by the Eagle Mountain Planning Commission in 2007.
2. The approved preliminary plat includes 81 single-family lot ranging between 0.35 and 1.08 acres in size, as well as natural open space and residential streets.
3. In 2007 the Eagle Mountain Municipal Code did not contain expiration language related to preliminary plats, but Section 16.20.060 Expirations and Extensions of Approvals was added to the EMMC in 2010.
4. In the fall of 2024, EM City initiated zone change applications for multiple parcels throughout the City in an effort to update the underlying zoning from zoning associated with expired master plans (in this case, The Ranches master plan) to a current zone recognized by the City.
5. During the City Council meeting that addressed the Circle 5 Ranch parcel, the developer (Scot Hazard) and the City Council agreed that a Foothill residential zone would be the most appropriate zone for the property and most consistent with the vested plat. The Council adopted the FH zone during that meeting.
6. During that same City Council meeting in the fall of 2024, some discussion took place about the ongoing validity of a plat vesting that does not expire. Rather than try the details of such a discussion, the City Council and developer agreed that the developer would work towards updating the preliminary plat, include developable land that was specifically excluded from the original vesting (these were proposed multi-family parcels, permitted under the original Ranches MP zoning), bring the design to current standards as much as possible considering the constraints of topography, access, and connectivity, and present a new master plan for the City Council's review.
7. Some elements of the City's current code cannot be complied with while maintaining the general design of the approved preliminary plat in the updated and revised plan, such as: cross-block connectivity, block length, and egress compliant with "typical" fire code design intent (the fire chief has reviewed the proposed plan and has approved the layout and egress in its proposed form – fire sprinklers will be required in the upper 3 phases of the master plan). Another matter includes the ridgeline protection zone. Compatibility with the ridge line ordinance is nearly impossible, as a significant number of the lots load from roads centered on the ridge lines. Finally, the property lies within the wildlife overlay zone that was adopted after the preliminary plat vesting. In conversations with Todd Black, the City's wildlife biologist, the proposed Horizon design would

not adversely affect the deer migration through this area, especially as this area is no longer identified as a primary migration route.

8. In addition to the single family lots added (some from more efficient redesign, others from the land previously proposed as multi-family parcels), the developer has added significant improved open space, including nature path trail systems, and an iconic 360 concrete stair amenity similar to those found near Dixie Tech in St George, UT -- https://www.utahsadventurefamily.com/tech-ridge-stairs-dragon-tail-steps-st-george/
9. Mailbox locations and turnouts consistent with EMMC have also been added to the master plan.

Existing Conditions





Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	15.00%	1037331.88	
2	15.00%	25.00%	1986368.66	
3	25.00%	30.00%	833646.22	
4	30.00%	100.00%	1009547.57	

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

HORIZON

EAGLE MOUNTAIN UTAH

Drawn by: G.J.Y.	SLOPE ANALYSIS PLAN	Scale: 1"=140'
Designed by: G.J.Y.		Date: 12/31/24
Checked by: D.W.P.		1 OF 1

Compatibility Statement

The proposed development has been designed to ensure compatibility with the surrounding land uses and the broader goals of the city. Located within an area that includes a mix of residential and open, the project complements existing development patterns in terms of density and layout. Surrounding properties are currently residential and open space and the proposed plat aligns with these uses by providing appropriate transitions in scale and street connectivity.

Internally, the development promotes compatibility through a well-organized street network, pedestrian connectivity, and integrated open space. Lot configurations, infrastructure placement, and access points have been arranged to ensure smooth traffic flow and maintain neighborhood cohesion. Design guidelines or CC&Rs will help regulate architectural styles, fencing, and landscaping to support a unified appearance and long-term community quality.

Overall, the proposed preliminary plat is consistent with the city's planning objectives and zoning regulations, and it will contribute positively to the built environment while respecting the character and function of neighboring areas.

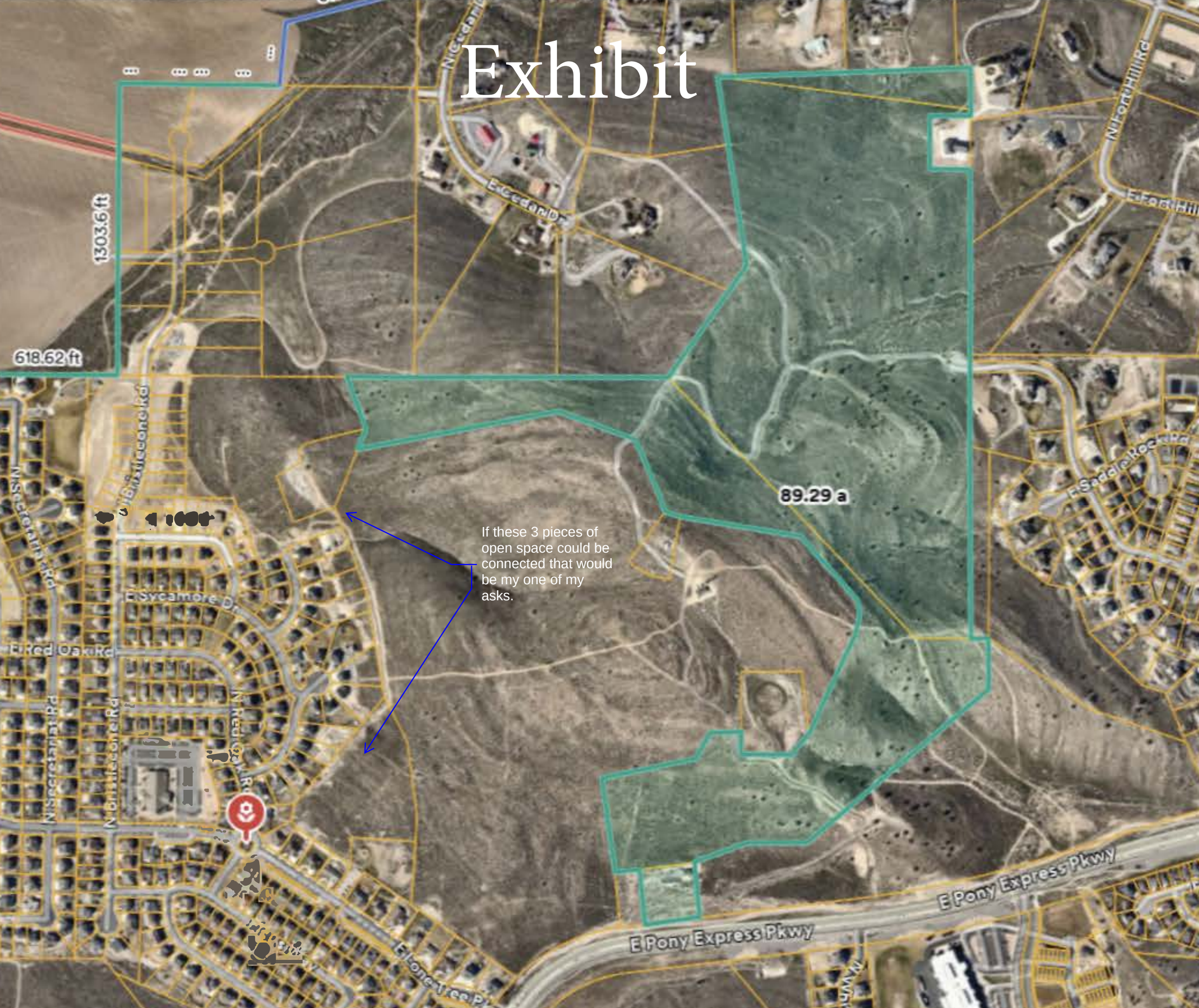
Environmental Impact Report

In collaboration with the City's wildlife biologist, Todd Black, it has been determined that at the time of this application there are no foreseeable adverse environmental impacts to be expected as a result of the proposed development.

As noted in the following exhibit, the desire for connections to adjacent open space have been expressed. The shaded green in exhibit shows the open space/wildlife corridor connected to city property. The width of which is approximately 650' at it's widest point and 140' at its narrowest. This corridor of open space meets the connectivity needs of the wildlife in the area as well as preserves the property's vested development rights.

In an effort to maintain a beautiful and open landscape, no wildlife fencing is to be installed by the city to restrict wildlife movement within the corridor. Such fencing has been deemed unnecessary and of little impact to the wildlife using it by the City's wildlife biologist. The developer agrees to restrict access to open space to designated trail heads and will disallow access from private property where lot lines meet with open space boundaries.

Exhibit

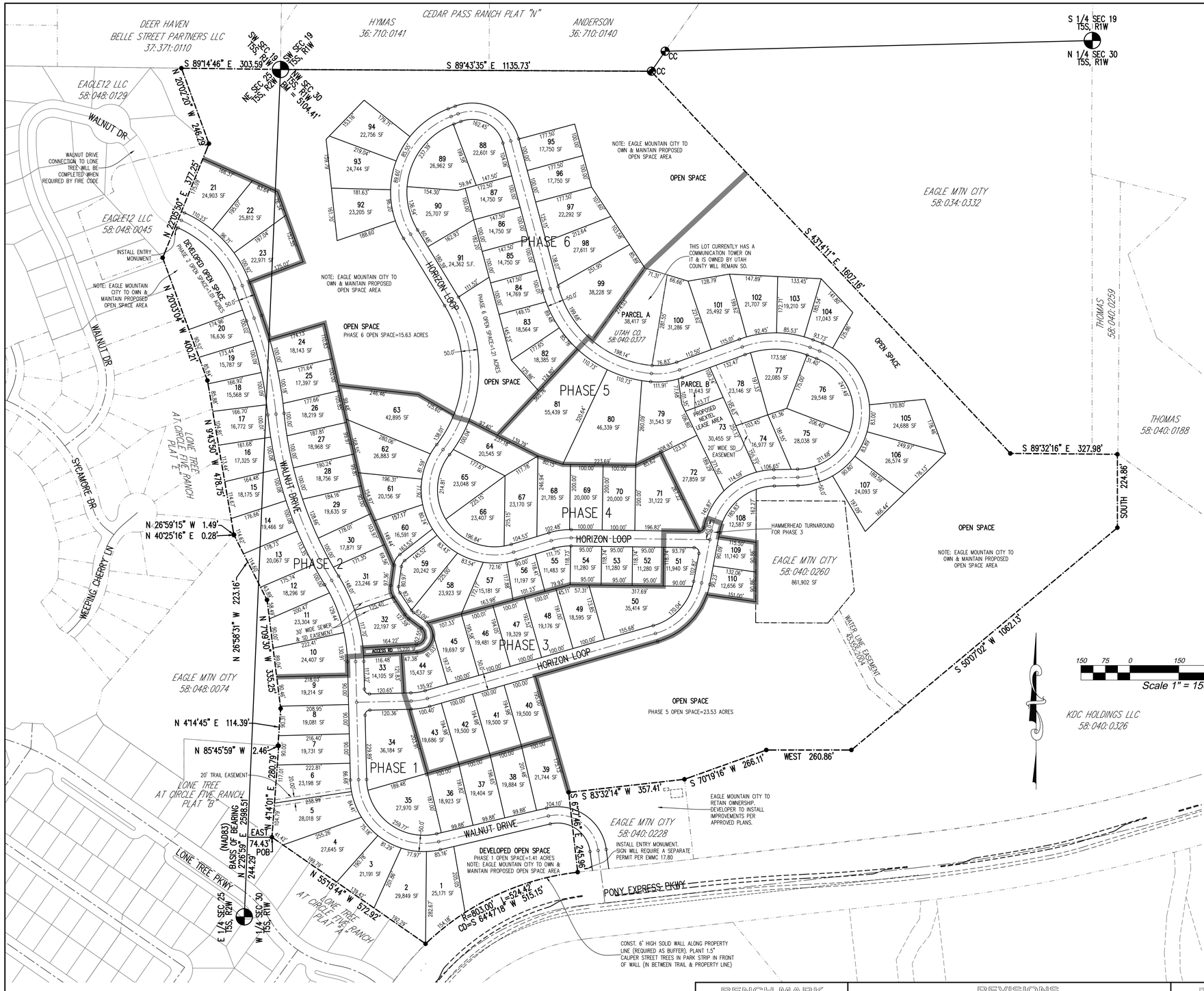

1303.6 ft
618.62 ft
89.29 a
If these 3 pieces of open space could be connected that would be my one of my asks.
E Pony Express Pkwy
E Pony Express Pkwy
E Sycamore Dr
E Red Oak Rd
N Secretariat Rd
N Red Cedar Rd
E Saddle Rock Rd

Proposed Land Use and Zoning Map

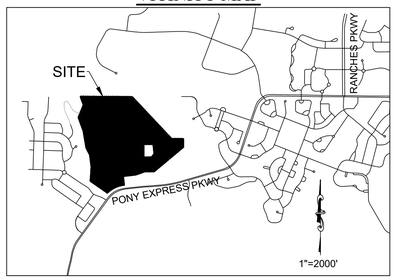
Phasing, roads, water retention/detention, open spaces, trails, amenities can all be seen in the maps provided in the Horizon Preliminary Plan document. All of the project will be zoned Foothill Residential.

Parks, Open Space, and Trails Plan

The Horizon subdivision includes a large trail system to take advantage of the surrounding open space and integrates into an already established biking trail system on the property. These trials will connect into surround city trail systems to provide pedestrian connectivity. A notable amenity planned into the project is a recreational staircase for the public to use for leisure and fitness. We feel these amenities will be well used and unique to the city and will meet the city's current requirements for parks, trails, and open space.



VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point located North 2°26'59" East along section line 244.29 feet and East 74.43 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "B" the following two courses and distances: 1) North 4°14'01" East 280.79 feet, and 2) North 85°45'59" West 2.46 feet; thence North 4°14'45" East 114.39 feet; thence North 7°09'30" West 335.25 feet; thence North 26°58'31" West 223.16 feet; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "E" the following four courses and distances: 1) North 40°25'16" East 0.28 feet, 2) North 26°59'15" West 1.49 feet, 3) North 9°43'50" West 478.75 feet, and 4) North 20°03'04" West 400.21 feet; thence North 22°05'50" East 377.25 feet; thence North 20°02'20" West 246.29 feet; thence South 89°14'46" East along section line 303.59 feet to the Northwest Corner of Section 30; thence South 89°43'35" East along section line 1135.73 feet; thence South 43°14'11" East 1607.16 feet; thence South 89°32'16" East 327.98 feet; thence South 224.86 feet; thence South 50°07'02" West 1062.13 feet; thence West 260.86 feet; thence South 70°19'16" West 266.11 feet; thence South 83°32'14" West 357.41 feet; thence South 6°27'46" East 245.96 feet; thence along the arc of a 803.00 foot radius non-tangent curve to the left 524.42 feet through a central angle of 37°25'05" (chord bears South 64°47'18" West 515.15 feet); thence North 55°15'44" West along the northerly boundary of Lone Tree at Circle Five Ranch Plat "A" a distance of 572.92 feet to the point of beginning.

Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 1767.77 feet and East 990.97 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 36°02'03" East 274.03 feet; thence South 73°10'04" East 71.31 feet; thence South 9°33'35" West 281.55 feet; thence along the arc of a 327.50 foot radius non-tangent curve to the right 201.30 feet through a central angle of 35°13'00" (chord bears North 67°13'46" West 198.14 feet) to the point of beginning.

Also Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 902.29 feet and East 1528.45 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°16'25" East 373.66 feet; thence South 89°43'35" East 271.29 feet; thence South 6°02'19" East 277.33 feet; thence South 39°41'05" West 126.85 feet; thence North 89°43'35" West 221.24 feet to the point of beginning.

Total Area = 108.45 Acres

PRELIM PLAN LAND CALCULATIONS

TOTAL ACREAGE:	109.33 ACRES
BUILDABLE ACREAGE:	66.19 ACRES
TOTAL ACREAGE IN LOTS:	55.00 ACRES
TOTAL ACREAGE IN PARCELS*:	1.15 ACRES
TOTAL ROADWAY AREA:	10.39 ACRES
TOTAL OPEN SPACE:	42.79 ACRES
TOTAL DEVELOPED OPEN SPACE REQUIRED:	1.89 ACRES
TOTAL DEVELOPED OPEN SPACE PROVIDED:	2.42 ACRES
AVERAGE LOT SIZE:	21,780 SF/0.50 ACRES
LARGEST LOT SIZE:	55,439 SF/1.11 ACRES
SMALLEST LOT SIZE:	11,140 SF/0.26 ACRES
OVERALL DENSITY:	1.01 LOTS/ACRE
TOTAL # OF LOTS:	110 LOTS
MIN. LOT SIZE ALLOWED:	10,890 S.F.
MIN. AVERAGE LOT SIZE:	21,780 S.F.

*PARCEL A IS INCLUDED IN THESE TABULATIONS BUT IS EXCLUDED IN THE LEGAL DESCRIPTION

GENERAL NOTES

1. SEE SHEETS 5 & 6 FOR EXISTING CONTOURS.
2. THERE ARE SMALL AREAS IN THIS SUBDIVISION LOTS WITH A NATURAL GRADE THAT EXCEEDS 25% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. PROPOSED ZONE = FR. BUILDING SETBACKS SHALL BE AS PER FR ZONE AND GENERAL FOR PRIMARY AND ACCESSORY STRUCTURES.
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. NO STREET LIGHTING IS PROPOSED. DEVELOPER IS REQUESTING A WAIVER.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND PER EAGLE MOUNTAIN STANDARDS.
10. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
11. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.
12. SEE SHEET 5 & 6 FOR ROAD CONTOURS SHOWING HOW ROADS WILL BE GRADED AND CONNECT.

SHEET INDEX

1. PRELIMINARY PLAT
2. PRELIMINARY UTILITY PLAN (NORTH)
3. PRELIMINARY UTILITY PLAN (SOUTH)
4. PRELIMINARY UTILITY PLAN (OFF-SITE)
5. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (NORTH)
6. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (SOUTH)
7. DETAILS

PROPOSED ZONE: FOOTHILL RESIDENTIAL

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

BENCH MARK
NW CORNER, SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 5104.41'

REVISIONS

Rev.	Date	Description
1	07/10/25	REVISED AS PER CITY COMMENTS

Developer: Belle Street Partners
c/o Scott Hazard
3688 E. Campus Drive Suite 100, Eagle Mountain, UT 84005
Phone: (801) 636-1858

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

HORIZON
EAGLE MOUNTAIN UTAH

Drawn by: G.J.Y.
Designed by: G.J.Y.
Checked by: D.W.P.

PRELIMINARY PLAT

LOCATED IN THE NW CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M

Scale: 1"=150'
Date: 03/28/25

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

TRANSPORTATION ENGINEERING MEMORANDUM

Horizon Development –Engineering Concerns and Access Considerations

Eagle Mountain City, Utah

Executive Summary

The Engineering Department has reviewed the proposed Horizon development, associated roadway plans, slope analysis exhibit, and the applicant's Traffic Impact Study (TIS). Engineering continues to have significant concerns regarding roadway access, transportation operations, long-term corridor planning, roadway grades, and overall site functionality associated with the project.

1. Pony Express Parkway Access and Intersection Spacing

The proposed plans currently show a full-access intersection at Walnut Drive and Pony Express Parkway. This location is approximately 700 feet east of the existing signalized intersection at Lone Tree Parkway.

Pony Express Parkway is planned for future widening to a 7-lane arterial corridor between Lake Mountain Corridor and Mountain View Corridor in Saratoga Springs. As part of that future corridor planning effort, the City intends to limit and consolidate access points along Pony Express Parkway in order to:

- Improve traffic flow,
- Reduce traffic conflict points,
- Improve corridor safety,
- Preserve arterial roadway functionality, and
- Support future regional traffic demands.

While the applicant's Traffic Impact Study primarily evaluates near-term operational conditions, Engineering has concerns that the study does not fully evaluate long-term arterial preservation, corridor access management objectives, or future widening impacts associated with Pony Express Parkway.

The applicant's Traffic Impact Study also identifies failing side-street left-turn operations at the proposed Walnut Drive intersection, with projected side-street left-turn delays exceeding 100 seconds during peak periods under both opening-year and future-year conditions.

The TIS further states that drivers may instead travel to Lone Tree Parkway to perform U-turn movements if congestion becomes unacceptable. Engineering does not consider this to be an

ideal long-term operational solution for a primary subdivision access on a future major arterial corridor.

Due to the close proximity to the Lone Tree Parkway signal, future arterial widening plans, and identified operational concerns, Engineering has significant concerns with allowing a full-access intersection at Walnut Drive.

Alternative access configurations should be evaluated, including:

- Right-in/right-out only access,
- Restricted 3/4 access,
- Left-in only movements,
- Raised median treatments,
- Deceleration lane improvements, and/or
- Other access management treatments consistent with future arterial corridor planning.

2. Secondary Access Through Existing Lone Tree Neighborhood

The proposed secondary access connection routes traffic through the existing Lone Tree neighborhood, which already experiences operational and egress limitations.

The applicant's Traffic Impact Study acknowledges that this connection primarily functions as a secondary/emergency access due to the out-of-direction travel required for regular use.

Engineering has concerns that introducing additional neighborhood and project traffic into this existing roadway system could:

- Increase neighborhood cut-through traffic,
- Reduce traffic safety,
- Increase congestion at existing constrained intersections,
- Impact emergency response operations, and
- Create additional conflicts within an established residential area not originally designed to function as a primary collector route for additional development traffic.

While the connection may provide emergency access benefits, the overall transportation functionality and safety implications require further evaluation.

3. Roadway Grades, Slopes, and Long-Term Maintenance Concerns

Engineering also has significant concerns regarding roadway grades and terrain constraints throughout the project site.

The submitted slope analysis exhibit identifies extensive areas containing slopes ranging from 15% to greater than 25%, including multiple roadway corridors and lot frontages located adjacent to steep terrain.

These conditions raise concerns regarding:

- Safe roadway design,
- Winter driving conditions,
- Snowplow and maintenance operations,
- Drainage and stormwater runoff impacts,
- Pavement longevity,
- Emergency vehicle access and maneuverability,
- Fire access reliability, and
- Overall long-term infrastructure performance.

Engineering has additional concerns regarding concentrated runoff, roadway icing potential during winter conditions, and long-term maintenance obligations associated with steep hillside roadway infrastructure.

Additional analysis may be necessary to demonstrate that proposed roadway alignments and grades can safely function under year-round operating conditions and comply with applicable City standards and emergency access requirements.

4. Future Traffic Growth and Corridor Functionality

The applicant's Traffic Impact Study utilizes an assumed annual growth rate of approximately 1.4% for future traffic projections.

Engineering has concerns that this assumed growth rate may underrepresent long-term regional growth trends and future corridor demands associated with continued development in Eagle Mountain and surrounding areas.

For comparison, Eagle Mountain's current population is approximately 78,000 residents and has recently experienced population growth of approximately 5,000 residents per year, equating to an approximate annual population growth rate of roughly 6.5% per year. While population growth and traffic growth are not directly equivalent, Engineering has concerns that long-term traffic volumes and operational impacts along the Pony Express Parkway corridor may ultimately exceed those reflected in the study.

Additionally, the Traffic Impact Study evaluates a limited number of study intersections and does not fully evaluate cumulative corridor impacts, neighborhood circulation impacts, or broader long-term network functionality associated with future development and arterial expansion along Pony Express Parkway.

2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
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ENGINEERING

Conclusion

While the Horizon development includes some positive elements, including additional emergency connectivity and open space/trail opportunities, Engineering continues to have substantial unresolved concerns related to:

- Access management,
- Intersection spacing,
- Long-term arterial corridor preservation,
- Neighborhood traffic impacts,
- Unsafe left-turn egress operations,
- Roadway functionality,
- Steep terrain constraints,
- Emergency access reliability, and
- Long-term roadway maintenance and operational safety.

Due to the unresolved concerns regarding arterial access management, unsafe left-turn operations, neighborhood traffic impacts, roadway grades, emergency access reliability, and long-term transportation corridor preservation, Engineering recommends denial of the project in its current form until further analysis, redesign, and mitigation measures are completed to satisfactorily address the issues identified above.

Prepared by:

Digitally signed by David Salazar
DN: C=US, E=dsalazar@emcity.org, CN=David Salazar
Location: Eagle Mountain City, UT
Contact Info: dsalazar@eaglemountain.gov
Date: 2026.05.27 13:56:57-06'00'

David Salazar, P.E.
Assistant City Engineer
Engineering Department
Eagle Mountain City

Date: ___05/27/2026_____

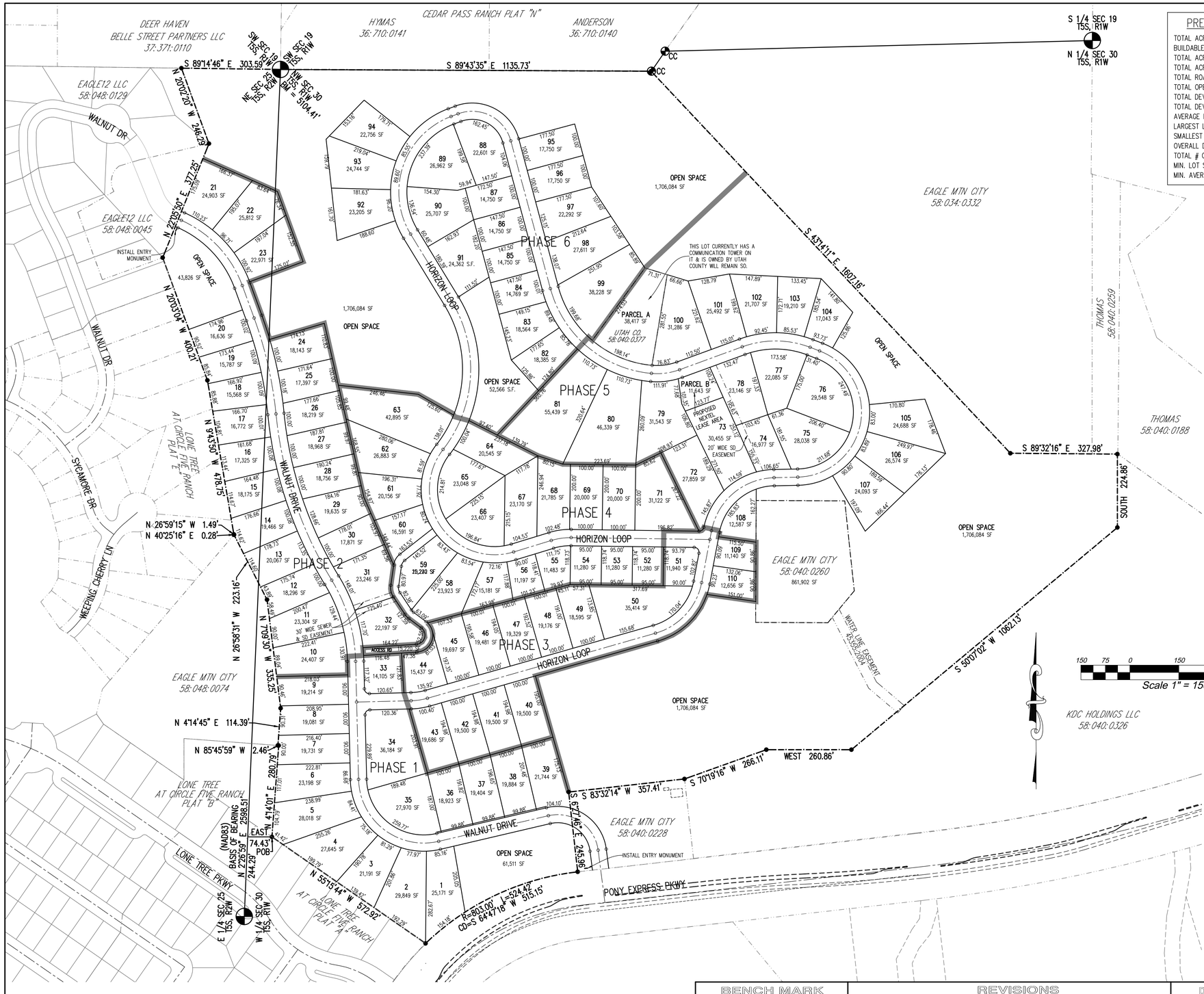
Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	15.00%	1037331.88	
2	15.00%	25.00%	1986368.66	
3	25.00%	30.00%	833646.22	
4	30.00%	100.00%	1009547.57	

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

HORIZON

EAGLE MOUNTAIN UTAH

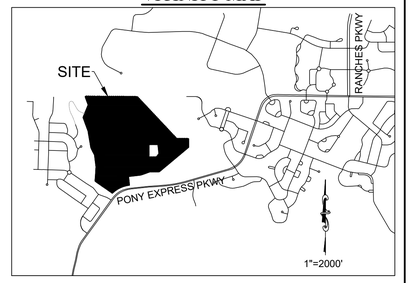
Drawn by: G.J.Y.	SLOPE ANALYSIS PLAN	Scale: 1"=140'
Designed by: G.J.Y.		Date: 05/05/26
Checked by: D.W.P.		1 OF 1



PRELIM PLAN LAND CALCULATIONS

TOTAL ACREAGE:	109.33 ACRES
BUILDABLE ACREAGE:	66.19 ACRES
TOTAL ACREAGE IN LOTS:	55.00 ACRES
TOTAL ACREAGE IN PARCELS:	1.15 ACRES
TOTAL ROADWAY AREA:	10.04 ACRES
TOTAL OPEN SPACE:	43.14 ACRES
TOTAL DEVELOPED OPEN SPACE REQUIRED:	1.89 ACRES
TOTAL DEVELOPED OPEN SPACE PROVIDED:	2.36 ACRES
AVERAGE LOT SIZE:	21,780 SF/0.50 ACRES
LARGEST LOT SIZE:	55,439 SF/1.11 ACRES
SMALLEST LOT SIZE:	11,140 SF/0.26 ACRES
OVERALL DENSITY:	1.01 LOTS/ACRE
TOTAL # OF LOTS:	110 LOTS
MIN. LOT SIZE ALLOWED:	10,890 S.F.
MIN. AVERAGE LOT SIZE:	21,780 S.F.

VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point located North 2°26'59" East along section line 244.29 feet and East 74.43 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "B" the following two courses and distances: 1) North 4°14'01" East 280.79 feet, and 2) North 85°45'59" West 2.46 feet; thence North 4°14'45" East 114.39 feet; thence North 7°09'30" West 335.25 feet; thence North 26°58'31" West 223.16 feet; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "E" the following four courses and distances: 1) North 40°25'16" East 0.28 feet, 2) North 26°59'15" West 1.49 feet, 3) North 9°43'50" West 478.75 feet, and 4) North 20°03'04" West 400.21 feet; thence North 22°05'50" East 377.25 feet; thence North 20°02'20" West 246.29 feet; thence South 89°14'46" East along section line 303.59 feet to the Northwest Corner of Section 30; thence South 89°43'35" East along section line 1135.73 feet; thence South 43°14'11" East 1607.16 feet; thence South 89°32'16" East 327.98 feet; thence South 224.86 feet; thence South 50°07'02" West 1062.13 feet; thence West 260.86 feet; thence South 70°19'16" West 266.11 feet; thence South 83°32'14" West 357.41 feet; thence South 6°27'46" East 245.96 feet; thence along the arc of a 803.00 foot radius non-tangent curve to the left 524.42 feet through a central angle of 37°25'05" (chord bears South 64°47'18" West 515.15 feet); thence North 55°15'44" West along the northerly boundary of Lone Tree at Circle Five Ranch Plat "A" a distance of 572.92 feet to the point of beginning.

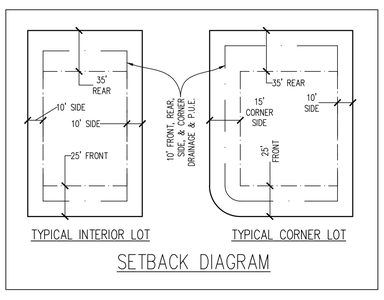
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Total Area = 108.45 Acres



SETBACK DIAGRAM

GENERAL NOTES

1. SEE SHEETS 5 & 6 FOR EXISTING CONTOURS.
2. THERE ARE SMALL AREAS IN THIS SUBDIVISION LOTS WITH A NATURAL GRADE THAT EXCEEDS 25% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. BUILDING SETBACKS ARE SHOWN IN THE SETBACK DIAGRAM
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. ALL OUTDOOR LIGHTING MUST BE FULL CUT-OFF, DARK SKY COMPLIANT IN ACCORDANCE WITH CITY CODE.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND PER EAGLE MOUNTAIN STANDARDS.
10. PROPOSED ZONE = FR
11. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
12. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.

SHEET INDEX

1. PRELIMINARY PLAT
2. PRELIMINARY UTILITY PLAN (NORTH)
3. PRELIMINARY UTILITY PLAN (SOUTH)
4. PRELIMINARY UTILITY PLAN (OFF-SITE)
5. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (NORTH)
6. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (SOUTH)

PROPOSED ZONE: FOOTHILL RESIDENTIAL

SURVEYOR:

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

BENCH MARK

NW CORNER, SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 5104.41'

REVISIONS

Rev.	Date	Description

Developer: Belle Street Partners
c/o Scott Hazard
3688 E. Campus Drive Suite 100, Eagle Mountain, UT 84005
Phone: (801) 636-1858

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

HORIZON

EAGLE MOUNTAIN UTAH

Drawn by: G.J.Y.
Designed by: G.J.Y.
Checked by: D.W.P.

PRELIMINARY PLAT

LOCATED IN THE NW CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M

Scale: 1"=150'
Date: 03/28/25

Horizon Development
Pony Express Parkway and
Walnut Drive
Traffic Impact Study

Eagle Mountain, Utah

January 2025

TRAFFIC STUDY

TRANSPORTATION ENGINEERING

A-Trans Engineering
P.O. Box 521651
Salt Lake City, Utah 84152
(801) 949-0348 telephone
(801) 582-6252 fax

Horizon Development
Pony Express Parkway and
Walnut Drive
Traffic Impact Analysis

Eagle Mountain, Utah

Category II

January 2025

Prepared by:

A-Trans Engineering
Joseph Perrin, PhD, PE, PTOE
P.O. Box City, 521651
Salt Lake City, Utah 84152
(801) 949-0348
atrans@comcast.net

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I. Introduction and Summary

This traffic impact analysis is for the proposed Horizon development located north east of Lone Tree Parkway and Pony Express Parkway in Eagle Mountain, Utah. The development is planned to include 110 single family homes. The new land use site is projected to generate 77 AM and 103 PM peak hour trips with 1,037 daily trips. The site will access the road network by connecting into Pony Express Parkway approximately 690 feet north east of Lone Tree Parkway.

Table 1 shows the results of the analysis.

Table 1: Analysis Results and Summary

		2025 Existing	2025 Total	2030 Background	2030 Total
Pony Express Pkwy / Lone Tree Pkwy	AM	Total delay at 16.8/B	Total delay at 17.1/B	Total delay at 18.4/B	Total delay at 18.7/B
	PM	Total delay at 17.0/B	Total delay at 17.4/B	Total delay at 18.9/B	Total delay at 19.1/B
Pony Express Pkwy / Walnut Street	AM		Side street delay (SBL) at >100/F		Side street delay (SBL) at >100/F
	PM		Side street delay (SBL) at >100/F		Side street delay (SBL) at >100/F

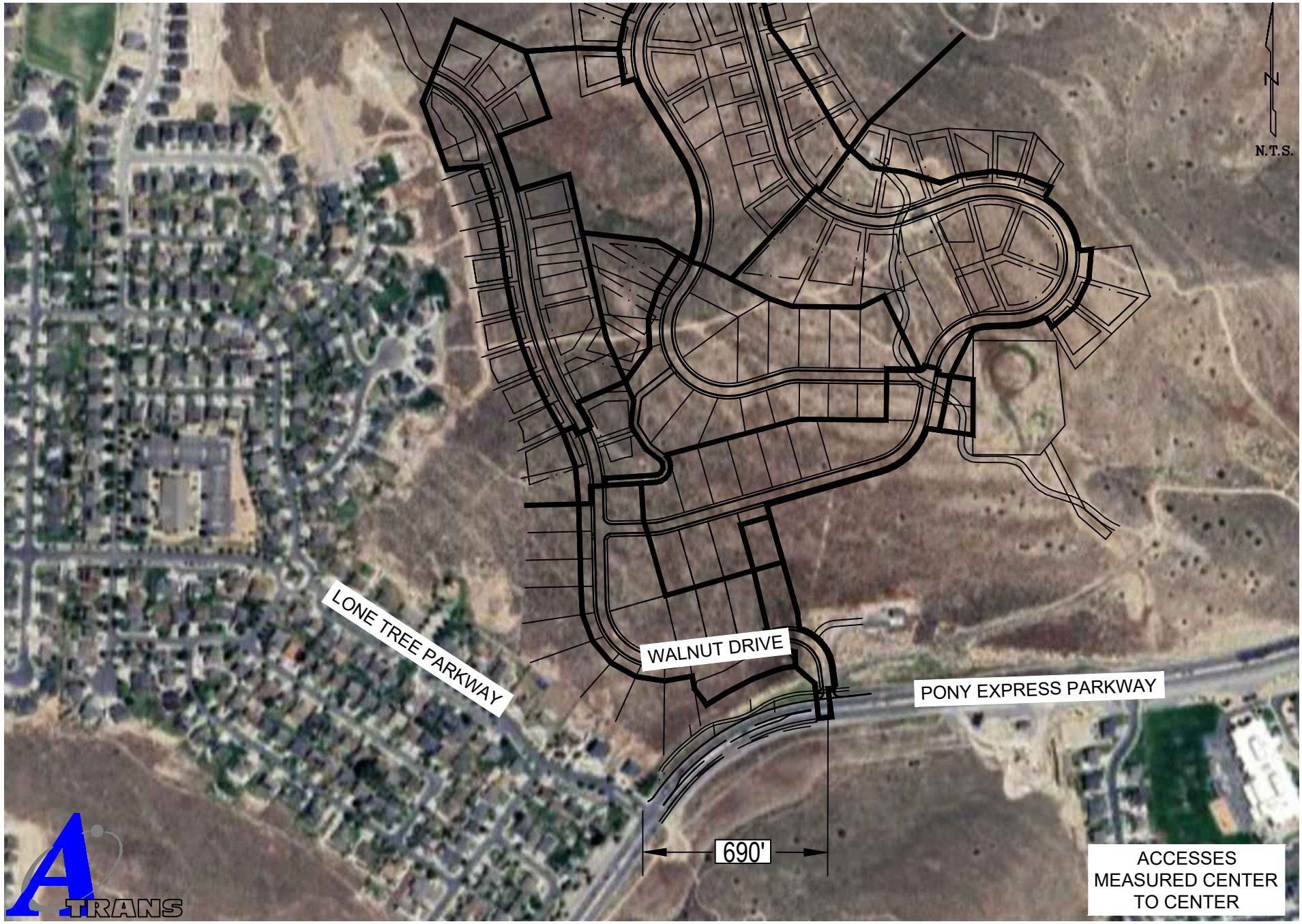
- **There is already a median break along Pony Express Parkway at the proposed access location.**
- **As with most unsignalized intersections along Pony Express there is peak hour congestion for left turn egress.**
- **If the congestion is unacceptable, then drivers can travel up to Lone Tree Parkway and the there is a southbound left turn lane that can be used as a U-turn.**

II. Proposed Project

This traffic impact analysis is for the proposed Horizon property located north east of Lone Tree Parkway and Pony Express Parkway in Eagle Mountain, Utah. The development is planned to include 110 single family homes. The new land use site is projected to generate 77 AM and 103 PM peak hour trips with 1,037 daily trips.

This site is planning a single access on Pony Express Parkway located approximately 690 feet north east of Lone Tree Parkway. A secondary connection to the Lone Tree Parkway neighborhood is also planned but is primarily for a secondary emergency access because it requires out of direction travel from the neighborhood to use it.

The proposed conceptual site plan and access spacing are shown in Figure 1.



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Figure 1

Conceptual Site Plan

III. Study Area Conditions

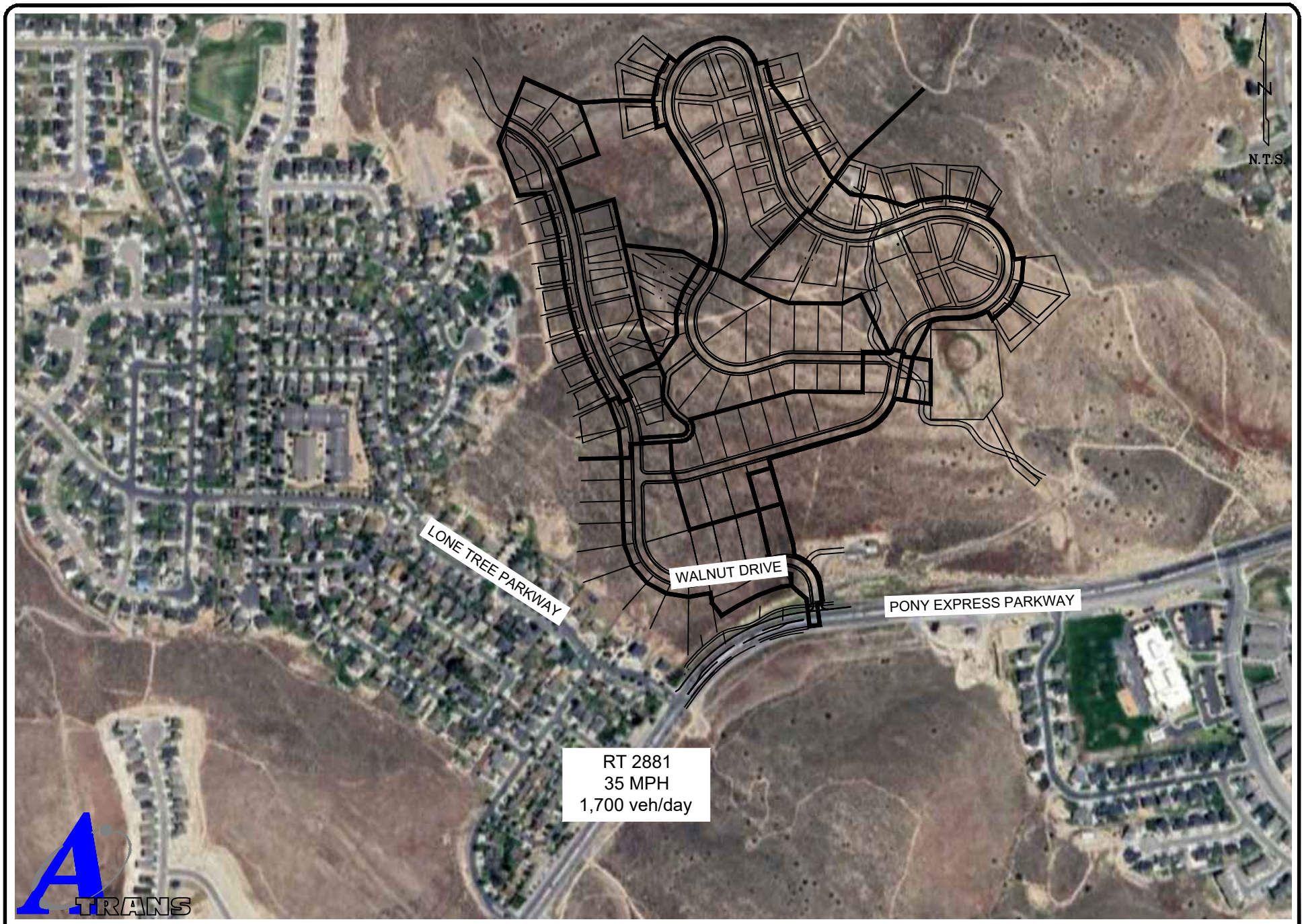
The study area includes the following intersection.

- Pony Express Parkway / Lone Tree Parkway

Figure 2 shows the location of the site. Figure 3 shows existing intersection geometry.

Pony Express Parkway

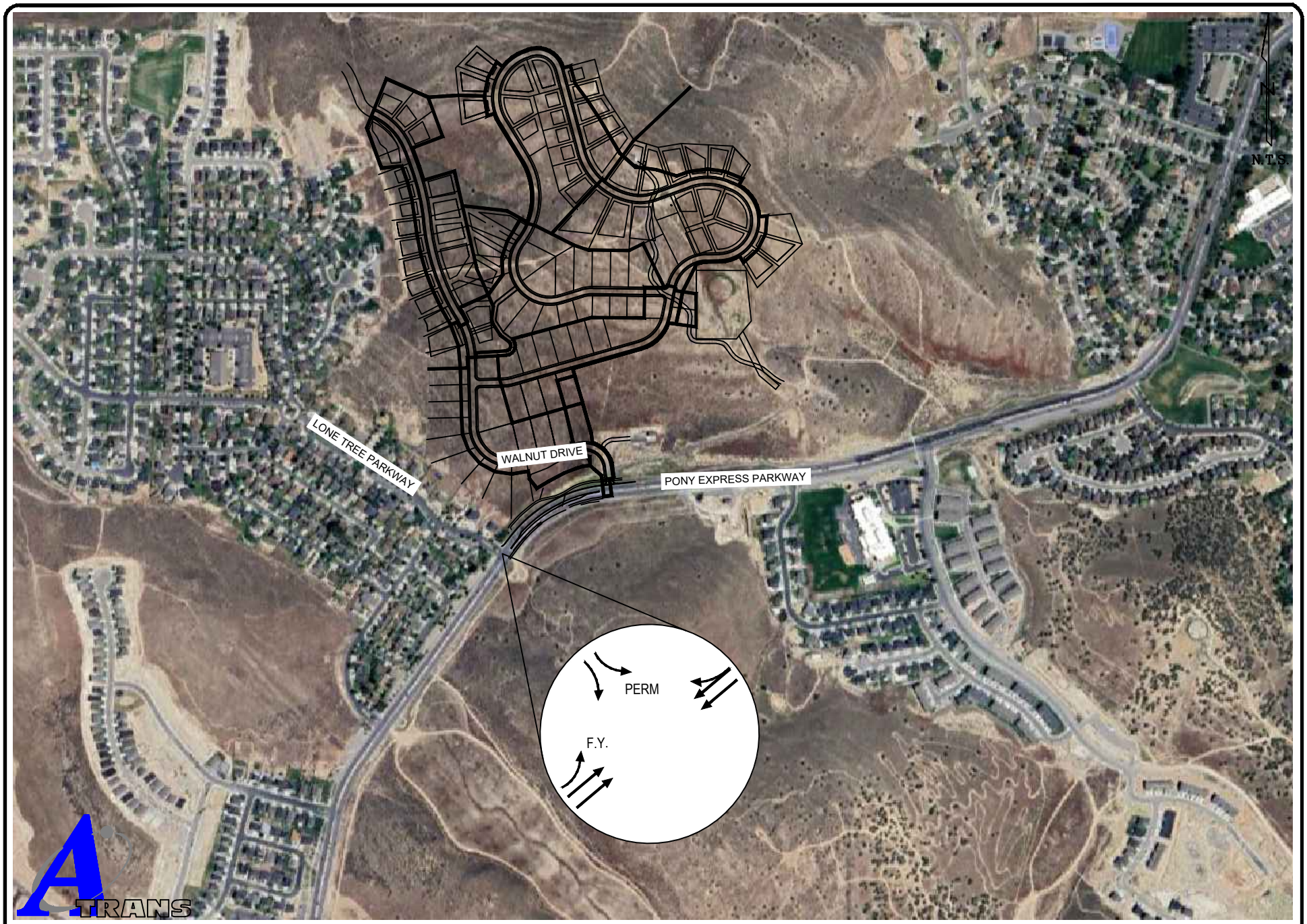
Pony Express Parkway (RT 2881) is a 4 lane facility with two lanes in each direction. Based on the traffic counts collected at the Lone Tree Parkway and Pony Express Parkway intersection, daily traffic is estimated at 26,000 vehicles per day with a posted speed limit of 35 MPH.



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Figure 2

Site Location



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Figure 3

Existing Geometry

IV. Analysis of Existing Condition

The existing traffic counts were performed January 7th – January 9th, 2025 during the AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak periods. 2025 Existing Traffic volumes used in the study are shown in Figure 4.

The Highway Capacity Manual defines the Level of Service (LOS) for both signalized and unsignalized intersections as a range of average experienced delay. LOS is a qualitative rating of traveler satisfaction from A to F whereby LOS A is good and LOS F poor. Table 2 shows the LOS range by delay for unsignalized and signalized intersections and accesses.

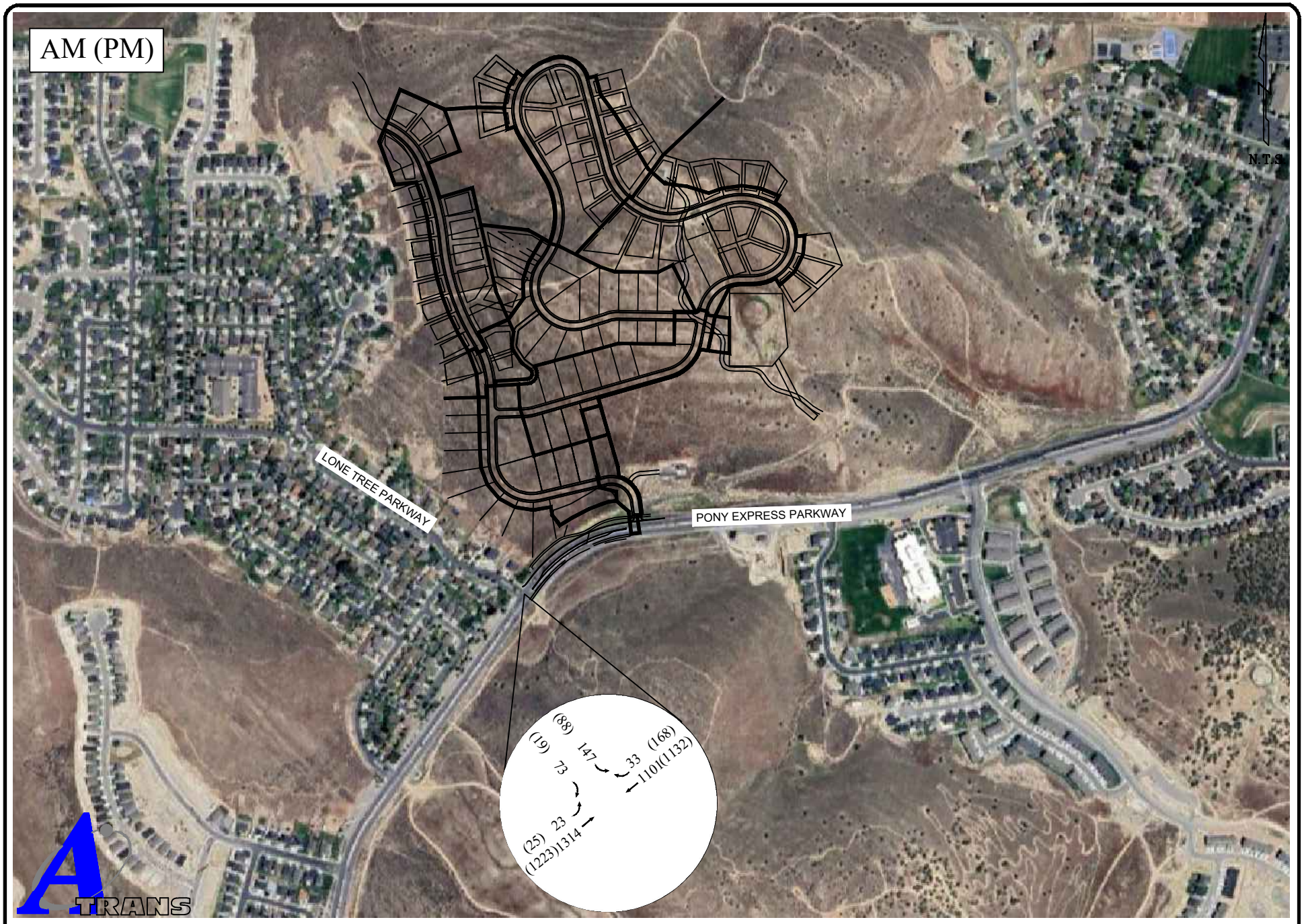
Table 2: Intersection LOS-Delay Relationship

	Unsignalized	Signalized
Level of Service	Total Delay per Vehicle (sec)	Total Delay per Vehicle (sec)
A	≤ 10.0	≤ 10.0
B	> 10.0 and ≤ 15.0	> 10.0 and ≤ 20.0
C	> 15.0 and ≤ 25.0	> 20.0 and ≤ 35.0
D	> 25.0 and ≤ 35.0	> 35.0 and ≤ 55.0
E	> 35.0 and ≤ 50.0	> 55.0 and ≤ 80.0
F	> 50.0	> 80.0

The analysis shows that Pony Express Parkway / Lone Tree Parkway operates at LOS B in the AM and PM peak period. Table 3 shows the Existing Level of Service for Pony Express Parkway / Lone Tree Parkway signalized intersection.

Table 3: Existing Level of Service

	Pony Express Pkwy / Lone Tree Pkwy	
AM	16.8	B
PM	17.2	B



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Figure 4

Existing Traffic

V. Projected Traffic

A. Trip Generation

Trip generation for the site was done using The Institute of Transportation Engineers (ITE) *Trip Generation* (11th Edition) handbook. The site is planned to include 110 single family homes. The site is projected to generate 77 AM and 103 PM peak hour trips with 1,037 daily trips. The trip generation for the site is shown in Table 4.

Table 4: Trip Generation for Site

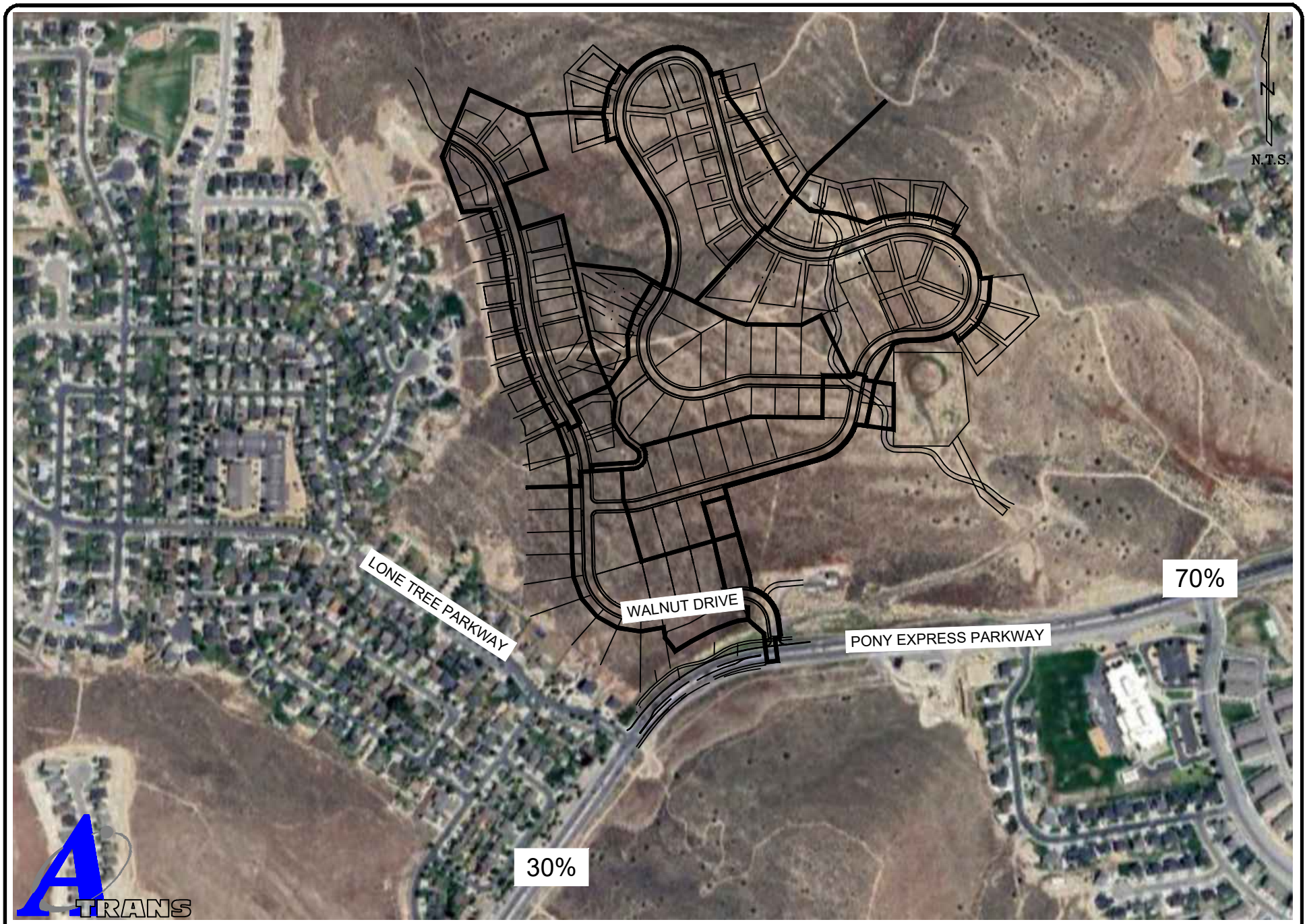
Land Use Type	Density	Land Use #	Trip Rate	Trips	% In	% Out	Trips In	Trips Out
AM								
Single family homes	110	210	0.70	77	25%	75%	19	58
PM								
Single family homes	110	210	0.94	103	63%	37%	65	38
Daily								
Single family homes	110	210	9.43	1,037				

B. Trip Distribution

Origin-destination was determined from evaluating the location of neighboring residential development and commercial centers as well as the existing traffic patterns of trips at the counted intersections. This was used as a baseline for origin destination and engineering judgment was applied to this to determine the following OD for the site.

- 70% to/from east on Pony Express Parkway
- 30% to/from south west on Pony Express Parkway

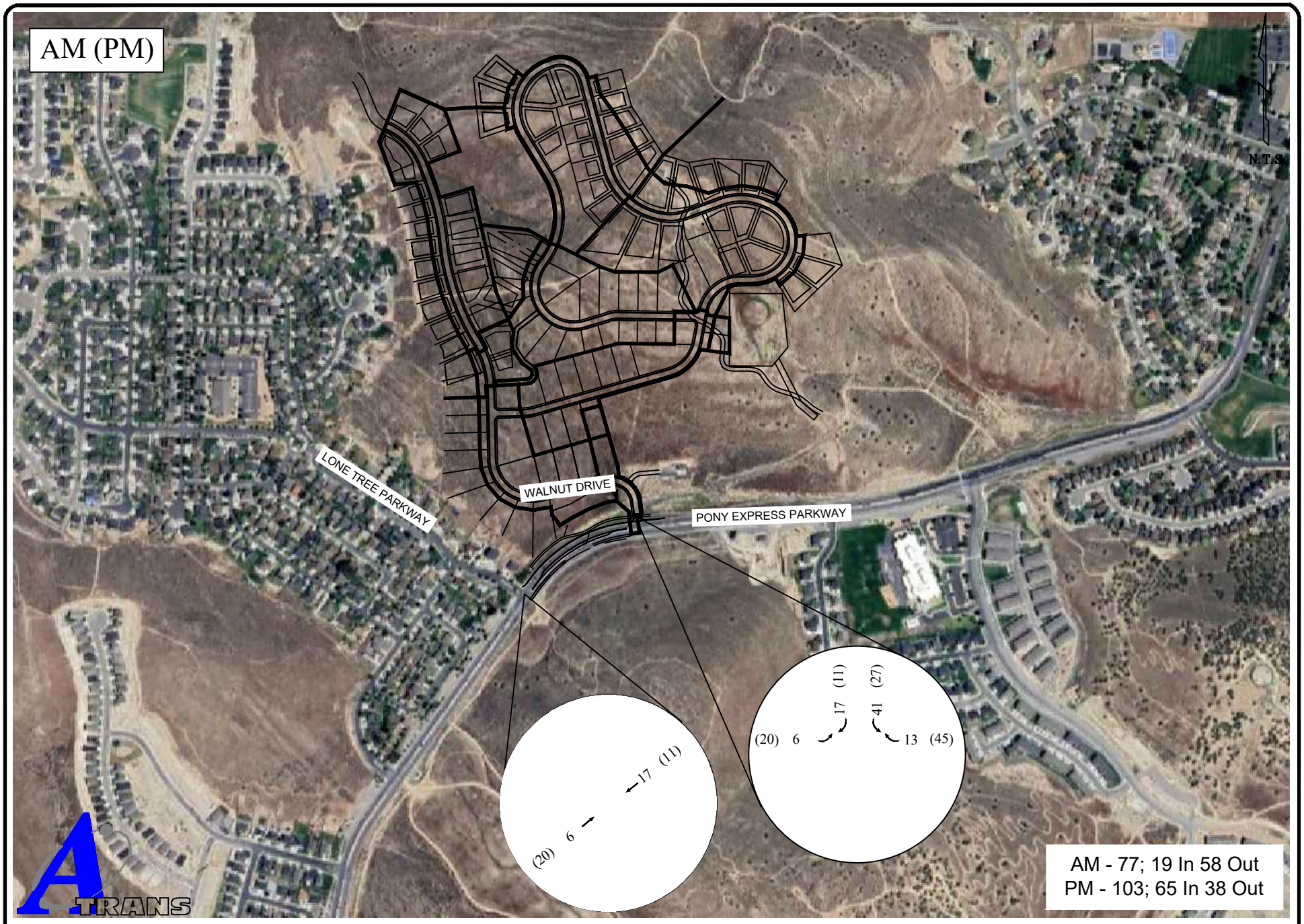
Origin Destination is shown in Figure 5. Site trip distribution is shown in Figure 6.



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Figure 5

Origin Destination



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Figure 6

Site Trip Distribution

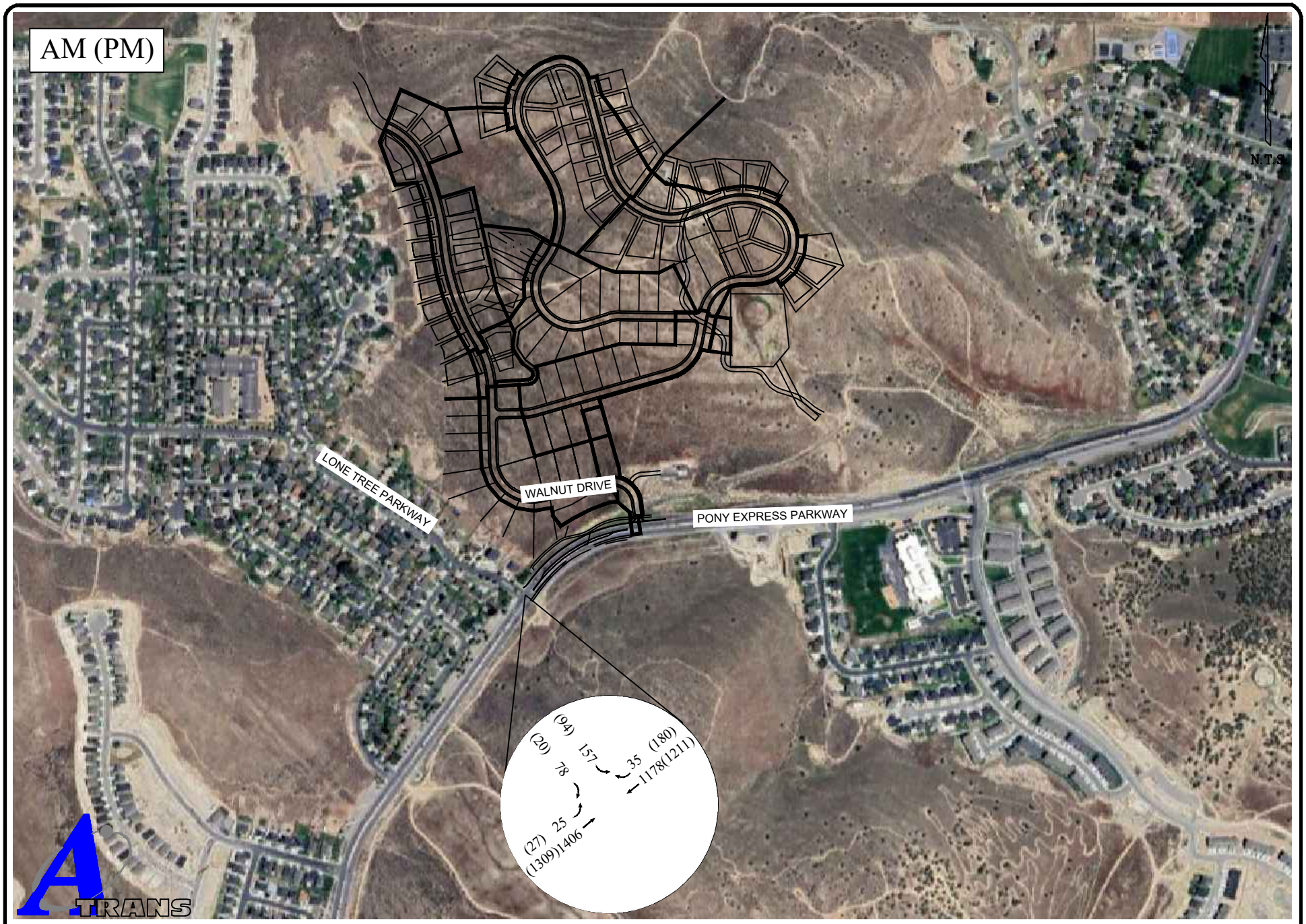
VI. Growth

Growth in the area was determined from UDOT's Traffic on Utah Highways and projections from WFRC. The volumes and utilized to determine growth in the area is shown in Table 5. Based on this data an average growth of 1.48% is assumed. The 2030 growth factor is 1.07.

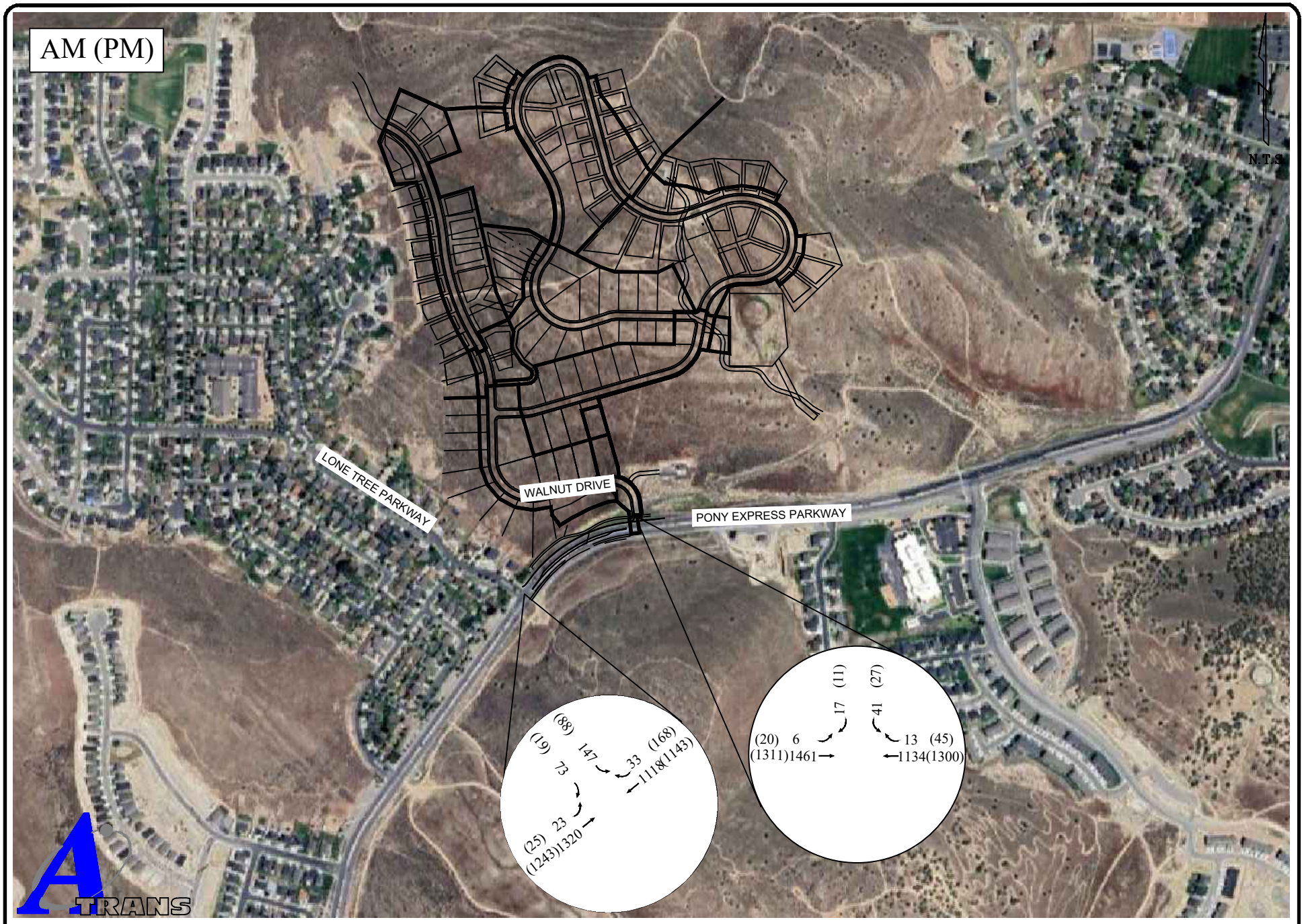
Table 5: Growth Projections

Road:	Pony Express Parkway	
Year	AADT	Growth
2013	1,500	
2014	1,500	0%
2015	1,500	0%
2016	1,600	7%
2017	1,700	6%
2018	1,700	0%
2019	1,700	0%
2020	1,500	-12%
2021	1,700	13%
2022	1,700	0%
2023	1,700	0%
Average		**1.4%**

Background traffic is determined by multiplying the existing traffic by the growth factor for 2030. 2030 Background Traffic is shown in Figure 7. Total traffic in the area for the future projection years is derived by adding the non-site volume forecasts (background traffic) to the site generated traffic. Opening Day Total Traffic is shown in Figure 8. 2030 Total Traffic is shown in Figure 9.



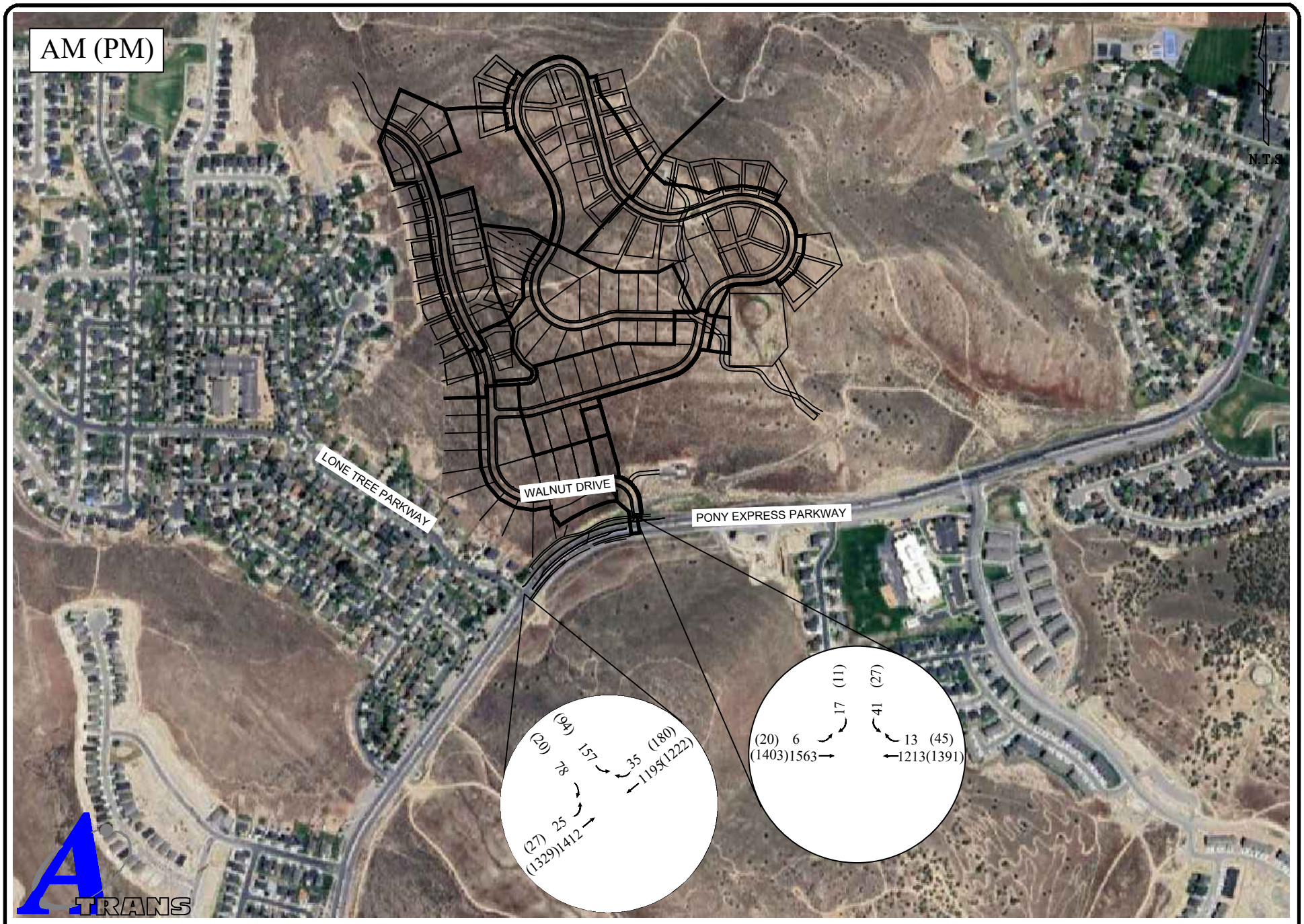
A-TRANS TRANSPORTATION ENGINEERING P.O. BOX 521651, SLC, UT 84152 Phone: 801-949-0348 Fax: 801-582-6252	Figure 7	2030 Background Traffic



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Figure 8

2025 Total Traffic



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Figure 9

2030 Total Traffic

VII. Traffic Analysis

A. Level of Service Analysis

The intersection and access analysis evaluates the performance of each intersection and access using the measure of performance of delay and level of service (LOS). Table 6 provides a summary of the analysis. Tables 7-8 show the intersection and access analysis.

Table 6: Analysis Results

		2025 Existing	2025 Total	2030 Background	2028 Total
Pony Express Pkwy / Lone Tree Pkwy	AM	Total delay at 16.8/B	Total delay at 17.1/B	Total delay at 18.4/B	Total delay at 18.7/B
	PM	Total delay at 17.0/B	Total delay at 17.4/B	Total delay at 18.9/B	Total delay at 19.1/B
Pony Express Pkwy / Walnut Street	AM		Side street delay (SBL) at >100/F		Side street delay (SBL) at >100/F
	PM		Side street delay (SBL) at >100/F		Side street delay (SBL) at >100/F

Table 7: Pony Express Parkway / Lone Tree Parkway Intersection Analysis

		SEL	SER	NEL	NET	SWT	INT
2025 Existing	AM	16.9 B	5.0 A	7.5 A	15.0 B	19.8 B	16.8 B
	PM	17.5 B	8.3 A	7.2 A	12.7 B	21.8 C	17.2 B
2030 Background	AM	17.2 B	4.9 A	7.6 A	16.6 B	21.8 C	18.4 B
	PM	18.1 B	8.2 A	7.2 A	13.4 B	24.7 C	18.9 B
2025 Total	AM	16.9 B	5.0 A	7.5 A	15.1 B	20.3 C	17.1 B
	PM	17.6 B	8.3 A	7.1 A	12.9 B	22.0 C	17.4 B
2030 Total	AM	17.2 B	5.0 A	7.6 A	16.7 B	22.4 C	18.7 B
	PM	18.2 B	8.2 A	7.2 A	13.5 B	24.9 C	19.1 B

Table 8: Pony Express Parkway / Walnut Street Intersection Analysis

		EBL	SBL	SBR
2025 Total	AM	11.6 B	>100 F	13.7 B
	PM	13.3 B	>100 F	14.8 B
2030 Total	AM	12.1 B	>100 F	14.3 B
	PM	14.1 B	>100 F	15.6 C

B. Queue Analysis

Based on the projected traffic, queue storage length requirements can be determined. To determine if sufficient storage space exists to accommodate the projected demand, the intersection and accesses included in this traffic study are analyzed for queue storage capacity. The available queue storage lengths and queue storage recommendations are provided by the HCM analysis and are done through Synchro and shown in Table 9.

Table 9: 2030 Queue Analysis

Queue (feet)		EBL	NBL	SBL	SBR
Lone Tree / Pony Express	Available	75	65		
	AM Projected	90	13		
	PM Projected	65	15		
Walnut Drive / Pony Express	Recommended	85		100	100
	AM Projected	25		100	100
	PM Projected	50		100	100

There is an existing left turn lane and already a break in the center median at the proposed access, Walnut Drive. Ideally, auxiliary lanes would be installed so there would be a separate southbound right and left turn lane as this would alleviate some of the peak hour congestion. Similar, a westbound right turn lane would allow traffic to exit the travel lane before decelerating.

VIII. Conclusions

This traffic impact analysis is for the proposed Horizon property located north east of Lone Tree Parkway and Pony Express Parkway in Eagle Mountain, Utah. The development is planned to include 110 single family homes. The new land use site is projected to generate 77 AM and 103 PM peak hour trips with 1,037 daily trips. The site will access the road network by connecting into Pony Express Parkway approximately 690 feet north east of Lone Tree Parkway.

The following comments are made about the project:

- **There is already a median break along Pony Express Parkway at the proposed access location.**
- **As with most unsignalized intersections along Pony Express there is peak hour congestion for left turn egress.**
- **If the congestion is unacceptable, then drivers can travel up to Lone Tree Parkway and the there is a southbound left turn lane that can be used as a U-turn.**

Ideally, a westbound right turn lane would be recommended as a deceleration lane but there is not right turn lanes along this section of Pony Express Parkway even at the signalized intersections.



APPENDICES

Appendix A	Traffic Counts and Projections
Appendix B	Without Site Intersection Analyses
Appendix C	With Site Intersection Analysis

Appendix A Traffic Counts and Projections

AM PEAK HOUR VOLUMES

Ped = 6

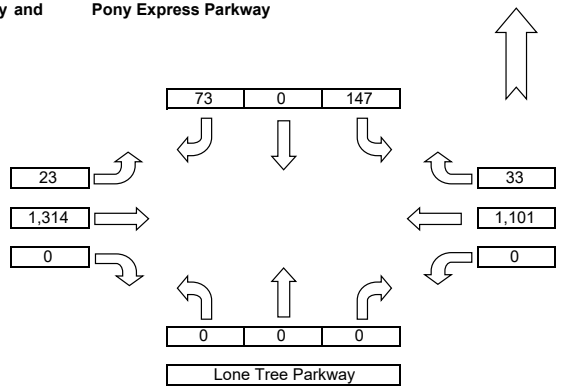
INTERSECTION: **Lone Tree Parkway and Pony Express Parkway**

N-S STREET: **Lone Tree Parkway**
E-W STREET: **Pony Express Parkway**

COUNT DATE: **January 9, 2025**
Day of the Week: **Thursday**
NOTES:

COUNT TIME:
FROM: **7:00 AM**
TO: **9:00 AM**

PK HR VOLUME:	2,691
PHF:	0.92
PEAK HOUR:	
FROM:	TO:
7:10 AM	8:10 AM



AM Traffic

COUNT DATA INPUT: Name: Kim Name: Kim Name: Kim Name: Kim

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL 5'	TOTAL 15'	PEDESTRIAN	
FROM:	TO:	NBL	NBT	NBR	EBL	EBT	EBR	SBL	SBT	SBR	WBL	WBT	WBR	VOLUMES	VOLUMES	E/W	N/S
7:00 AM	7:05 AM	0	0	0	3	99	0	12	0	0	0	75	1	190	559	0	0
7:05 AM	7:10 AM	0	0	0	1	89	0	8	0	4	0	45	2	149	623	0	0
7:10 AM	7:15 AM	0	0	0	2	115	0	14	0	4	0	85	0	220	701	1	0
7:15 AM	7:20 AM	0	0	0	0	124	0	15	0	8	0	107	0	254	728	0	0
7:20 AM	7:25 AM	0	0	0	2	107	0	13	0	7	0	96	2	227	725	0	0
7:25 AM	7:30 AM	0	0	0	1	122	0	7	0	6	0	111	0	247	714	1	0
7:30 AM	7:35 AM	0	0	0	2	113	0	11	0	4	0	119	2	251	671	1	0
7:35 AM	7:40 AM	0	0	0	2	94	0	21	0	11	0	85	3	216	604	0	0
7:40 AM	7:45 AM	0	0	0	0	89	0	13	0	8	0	90	4	204	609	2	0
7:45 AM	7:50 AM	0	0	0	1	94	0	5	0	0	0	81	3	184	609	1	0
7:50 AM	7:55 AM	0	0	0	3	108	0	11	0	8	0	87	4	221	669	0	0
7:55 AM	8:00 AM	0	0	0	2	102	0	12	0	7	0	77	4	204	667	0	0
8:00 AM	8:05 AM	0	0	0	4	121	0	17	0	5	0	91	6	244	659	0	0
8:05 AM	8:10 AM	0	0	0	4	125	0	8	0	5	0	72	5	219	639	0	0
8:10 AM	8:15 AM	0	0	0	0	96	0	13	0	3	0	78	6	196	578	0	0
8:15 AM	8:20 AM	0	0	0	2	122	0	13	0	3	0	79	5	224	557	0	1
8:20 AM	8:25 AM	0	0	0	2	79	0	5	0	4	0	64	4	158	478	0	0
8:25 AM	8:30 AM	0	0	0	2	103	0	9	0	3	0	54	4	175	458	0	0
8:30 AM	8:35 AM	0	0	0	1	77	0	6	0	1	0	54	6	145	431	0	0
8:35 AM	8:40 AM	0	0	0	2	79	0	6	0	1	0	49	1	138	429	0	0
8:40 AM	8:45 AM	0	0	0	2	83	0	7	0	4	0	47	5	148	445	0	0
8:45 AM	8:50 AM	0	0	0	3	74	0	16	0	5	0	42	3	143	460	0	0
8:50 AM	8:55 AM	0	0	0	3	84	0	7	0	5	0	49	6	154	317	0	2
8:55 AM	9:00 AM	0	0	0	6	85	0	11	0	10	0	45	6	163	163	0	0

PM PEAK HOUR VOLUMES

Ped = 8

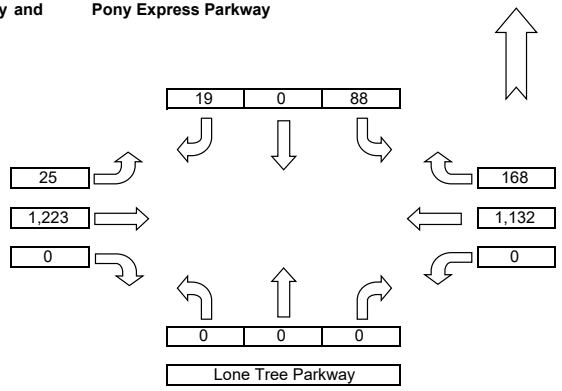
INTERSECTION: **Lone Tree Parkway and Pony Express Parkway**

N-S STREET: **Lone Tree Parkway**
E-W STREET: **Pony Express Parkway**

COUNT DATE: **January 7, 2025**
Day of the Week: **Tuesday**
NOTES:

COUNT TIME:
FROM: **4:10 PM**
TO: **6:00 PM**

PK HR VOLUME:	2,655
PHF:	0.84
PEAK HOUR:	
FROM: 5:00 PM	TO: 6:00 PM



AM Traffic

COUNT DATA INPUT: Name: Julie Name: Julie Name: Julie Name: Julie

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL 5'	TOTAL 15'	PEDESTRIAN	
FROM:	TO:	NBL	NBT	NBR	EBL	EBT	EBR	SBL	SBT	SBR	WBL	WBT	WBR	VOLUMES	VOLUMES	E/W	N/S
4:10 PM	4:15 PM	0	0	0	0	11	0	7	0	1	0	7	2	28	348	0	0
4:15 PM	4:20 PM	0	0	0	2	50	0	7	0	2	0	73	7	141	494	0	0
4:20 PM	4:25 PM	0	0	0	1	81	0	3	0	4	0	79	11	179	520	1	0
4:25 PM	4:30 PM	0	0	0	3	73	0	7	0	1	0	77	13	174	556	2	0
4:30 PM	4:35 PM	0	0	0	3	82	1	7	0	0	0	64	10	167	568	1	1
4:35 PM	4:40 PM	0	0	0	3	97	0	9	0	0	0	94	12	215	628	0	0
4:40 PM	4:45 PM	0	0	0	0	93	0	11	0	1	0	72	9	186	586	0	0
4:45 PM	4:50 PM	0	0	0	2	111	0	5	0	2	0	95	12	227	580	1	1
4:50 PM	4:55 PM	0	0	0	2	79	0	8	0	3	0	70	11	173	548	0	0
4:55 PM	5:00 PM	0	0	0	0	77	0	4	0	3	0	82	14	180	581	1	0
5:00 PM	5:05 PM	0	0	0	1	85	0	9	0	0	0	83	17	195	601	0	0
5:05 PM	5:10 PM	0	0	0	3	113	0	5	0	0	0	77	8	206	611	0	0
5:10 PM	5:15 PM	0	0	0	1	100	0	6	0	0	0	79	14	200	625	0	0
5:15 PM	5:20 PM	0	0	0	3	96	0	7	0	1	0	91	7	205	682	0	0
5:20 PM	5:25 PM	0	0	0	2	83	0	9	0	6	0	110	10	220	708	1	2
5:25 PM	5:30 PM	0	0	0	1	133	0	3	0	1	0	106	13	257	787	2	0
5:30 PM	5:35 PM	0	0	0	2	104	0	8	0	4	0	97	16	231	775	0	0
5:35 PM	5:40 PM	0	0	0	0	145	0	7	0	2	0	126	19	299	775	0	0
5:40 PM	5:45 PM	0	0	0	3	119	0	10	0	0	0	95	18	245	655	1	0
5:45 PM	5:50 PM	0	0	0	2	94	0	5	0	3	0	105	22	231	597	2	0
5:50 PM	5:55 PM	0	0	0	4	82	0	12	0	1	0	71	9	179	366	0	0
5:55 PM	6:00 PM	0	0	0	3	69	0	7	0	1	0	92	15	187	187	0	0
6:00 PM	6:05 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:05 PM	6:10 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

			Trip Rate			Trips			In / Out %				Land Use	New			
ITE 11th Edition	Size	Land Use	AM	PM	Daily	AM	PM	Daily	AM IN	AM Out	PM IN	PM OUT		AM IN	AM Out	PM IN	PM OUT
Horizon - Eagle Mountain	110	210	0.70	0.94	9.43	77	103	1037	25%	75%	63%	37%	Horizon - E	19	58	65	38

Historic Growth

1.45%	Growth Factor	Years	Analysis Year
	1.00	0	2025
	1.07	5	2030
	1.43	25	2050

Straight line growth assumed within the study horizon
Source: Traffic on Utah Highways

Road:	Pony Express	
Year	AADT	Growth
2013	1,500	
2014	1,500	0%
2015	1,500	0%
2016	1,600	7%
2017	1,700	6%
2018	1,700	0%
2019	1,700	0%
2020	1,500	-12%
2021	1,700	13%
2022	1,700	0%
2023	1,700	0%
Average		1.4%

1	Pony Express and Lone Tree			1.07	
	2025	Site	2025	2030	2030
AM	Existing	Phase I	Total	Background	Total
EBL	23		23	25	25
EBT	1314	6	1320	1406	1412
EBR			0	0	0
WBL			0	0	0
WBT	1101	17	1118	1178	1195
WBR	33		33	35	35
NBL			0	0	0
NBT			0	0	0
NBR			0	0	0
SBL	147		147	157	157
SBT			0	0	0
SBR	73		73	78	78
East	2595	23		2777	2800
West	2511	23		2687	2710
North	276	0		295	295
South	0	0		0	0
	2025	Site	2025	2030	2030
PM	Existing	Phase I	Total	Background	Total
EBL	25		25	27	27
EBT	1223	20	1243	1309	1329
EBR			0	0	0
WBL			0	0	0
WBT	1132	11	1143	1211	1222
WBR	168		168	180	180
NBL			0	0	0
NBT			0	0	0
NBR			0	0	0
SBL	88		88	94	94
SBT			0	0	0
SBR	19		19	20	20
East	2611	31		2794	2825
West	2399	31		2567	2598
North	300	0		321	321
South	0	0		0	0

% Increase
1

% Increae
1

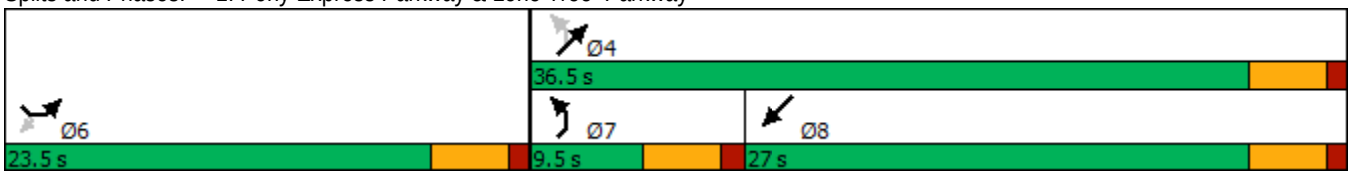
2	Pony Express and Walnut Drive			1.07	
	2025	Site	2025	2030	2030
AM	Existing	Phase I	Total	Background	Total
EBL		6	6	0	6
EBT	1461		1461	1563	1563
EBR			0	0	0
WBL			0	0	0
WBT	1134		1134	1213	1213
WBR		13	13	0	13
NBL			0	0	0
NBT			0	0	0
NBR			0	0	0
SBL		41	41	0	41
SBT			0	0	0
SBR		17	17	0	17
East	2595	54		2777	2831
West	2595	23		2777	2800
North	0	77		0	77
South	0	0		0	0
	2025	Site	2025	2030	2030
PM	Existing	Phase I	Total	Background	Total
EBL		20	20	0	20
EBT	1311		1311	1403	1403
EBR			0	0	0
WBL			0	0	0
WBT	1300		1300	1391	1391
WBR		45	45	0	45
NBL			0	0	0
NBT			0	0	0
NBR			0	0	0
SBL		27	27	0	27
SBT			0	0	0
SBR		11	11	0	11
East	2611	72		2794	2866
West	2611	31		2794	2825
North	0	103		0	103
South	0	0		0	0

Appendix B Without Site Intersection Analyses

Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	147	73	23	1314	1101
Future Volume (vph)	147	73	23	1314	1101
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.5	23.5	9.5	36.5	27.0
Total Split (%)	39.2%	39.2%	15.8%	60.8%	45.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.1	19.1	29.9	29.9	26.2
Actuated g/C Ratio	0.33	0.33	0.52	0.52	0.45
v/c Ratio	0.28	0.14	0.10	0.78	0.77
Control Delay	16.9	5.0	7.5	15.0	19.8
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	16.9	5.0	7.5	15.0	19.8
LOS	B	A	A	B	B
Approach Delay	12.9			14.9	19.8
Approach LOS	B			B	B

Intersection Summary	
Cycle Length: 60	
Actuated Cycle Length: 58	
Natural Cycle: 60	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.78	
Intersection Signal Delay: 16.8	Intersection LOS: B
Intersection Capacity Utilization 52.0%	ICU Level of Service A
Analysis Period (min) 15	

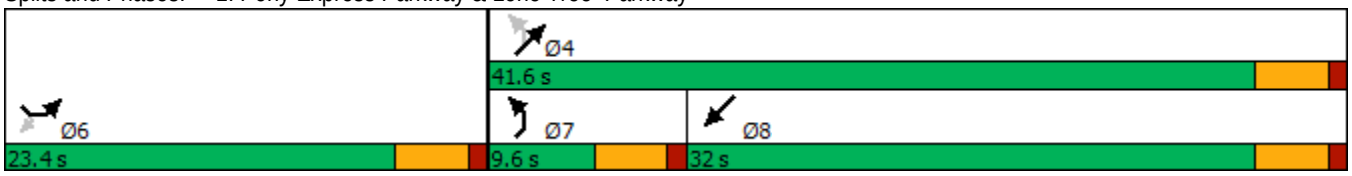
Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	88	19	25	1223	1132
Future Volume (vph)	88	19	25	1223	1132
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.4	23.4	9.6	41.6	32.0
Total Split (%)	36.0%	36.0%	14.8%	64.0%	49.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	32.2	32.2	28.7
Actuated g/C Ratio	0.32	0.32	0.53	0.53	0.48
v/c Ratio	0.17	0.04	0.11	0.70	0.85
Control Delay	17.5	8.3	7.2	12.7	21.8
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	17.5	8.3	7.2	12.7	21.8
LOS	B	A	A	B	C
Approach Delay	15.8			12.6	21.8
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 65	
Actuated Cycle Length: 60.3	
Natural Cycle: 65	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay: 17.2	Intersection LOS: B
Intersection Capacity Utilization 49.0%	ICU Level of Service A
Analysis Period (min) 15	

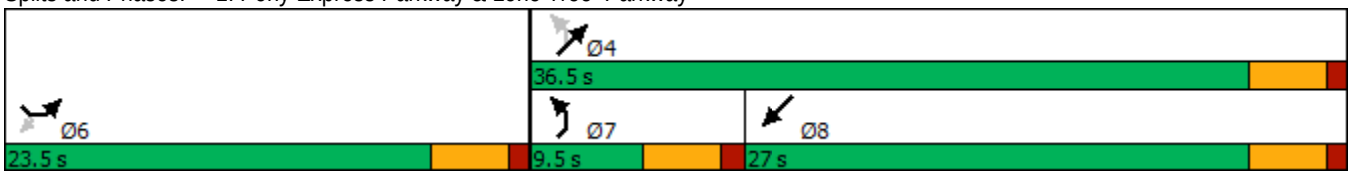
Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	157	78	25	1406	1178
Future Volume (vph)	157	78	25	1406	1178
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.5	23.5	9.5	36.5	27.0
Total Split (%)	39.2%	39.2%	15.8%	60.8%	45.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	30.8	30.8	27.0
Actuated g/C Ratio	0.32	0.32	0.52	0.52	0.46
v/c Ratio	0.30	0.15	0.11	0.83	0.81
Control Delay	17.2	4.9	7.6	16.6	21.8
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	17.2	4.9	7.6	16.6	21.8
LOS	B	A	A	B	C
Approach Delay	13.2			16.4	21.8
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 60	
Actuated Cycle Length: 58.8	
Natural Cycle: 60	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.83	
Intersection Signal Delay: 18.4	Intersection LOS: B
Intersection Capacity Utilization 55.1%	ICU Level of Service B
Analysis Period (min) 15	

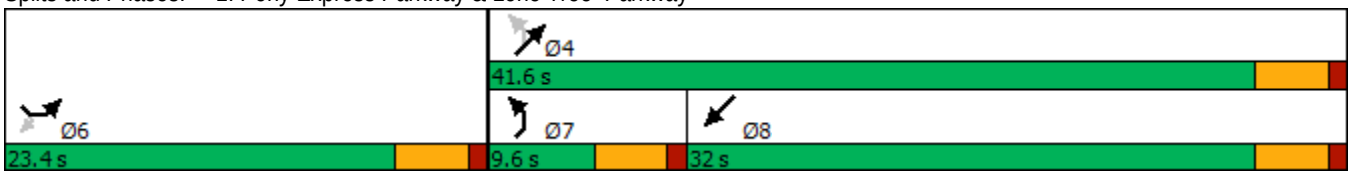
Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	94	20	27	1309	1211
Future Volume (vph)	94	20	27	1309	1211
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.4	23.4	9.6	41.6	32.0
Total Split (%)	36.0%	36.0%	14.8%	64.0%	49.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	33.5	33.5	29.9
Actuated g/C Ratio	0.31	0.31	0.54	0.54	0.49
v/c Ratio	0.19	0.04	0.12	0.74	0.89
Control Delay	18.1	8.2	7.2	13.4	24.7
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	18.1	8.2	7.2	13.4	24.7
LOS	B	A	A	B	C
Approach Delay	16.3			13.2	24.7
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 65	
Actuated Cycle Length: 61.5	
Natural Cycle: 70	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.89	
Intersection Signal Delay: 18.9	Intersection LOS: B
Intersection Capacity Utilization 51.9%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway

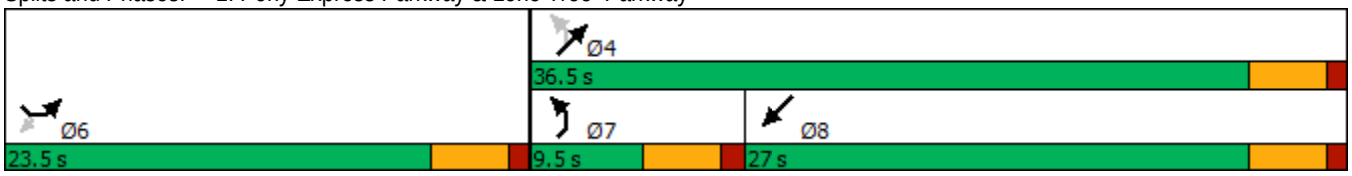


Appendix C With Site Intersection Analyses

Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	147	73	23	1320	1118
Future Volume (vph)	147	73	23	1320	1118
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.5	23.5	9.5	36.5	27.0
Total Split (%)	39.2%	39.2%	15.8%	60.8%	45.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.1	19.1	30.0	30.0	26.3
Actuated g/C Ratio	0.33	0.33	0.52	0.52	0.45
v/c Ratio	0.28	0.14	0.10	0.79	0.78
Control Delay	16.9	5.0	7.5	15.1	20.3
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	16.9	5.0	7.5	15.1	20.3
LOS	B	A	A	B	C
Approach Delay	13.0			15.0	20.3
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 60	
Actuated Cycle Length: 58.1	
Natural Cycle: 60	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.79	
Intersection Signal Delay: 17.1	Intersection LOS: B
Intersection Capacity Utilization 52.1%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	8	1451	1134	13	41	17
Future Vol, veh/h	8	1451	1134	13	41	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	100
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	1577	1233	14	45	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1247	0	-	0	2040	617
Stage 1	-	-	-	-	1233	-
Stage 2	-	-	-	-	807	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	554	-	-	-	49	433
Stage 1	-	-	-	-	238	-
Stage 2	-	-	-	-	399	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	554	-	-	-	48	433
Mov Cap-2 Maneuver	-	-	-	-	48	-
Stage 1	-	-	-	-	234	-
Stage 2	-	-	-	-	399	-

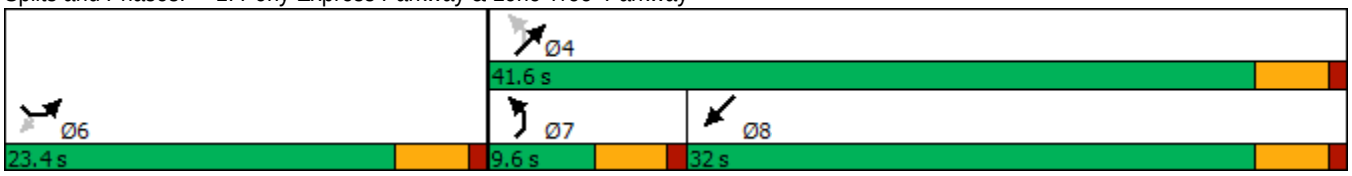
Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	174.8
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	554	-	-	-	48	433
HCM Lane V/C Ratio	0.016	-	-	-	0.928	0.043
HCM Control Delay (s)	11.6	-	-	-	241.6	13.7
HCM Lane LOS	B	-	-	-	F	B
HCM 95th %tile Q(veh)	0	-	-	-	3.9	0.1

Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	88	19	25	1243	1143
Future Volume (vph)	88	19	25	1243	1143
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.4	23.4	9.6	41.6	32.0
Total Split (%)	36.0%	36.0%	14.8%	64.0%	49.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	32.5	32.5	28.9
Actuated g/C Ratio	0.31	0.31	0.54	0.54	0.48
v/c Ratio	0.17	0.04	0.11	0.71	0.85
Control Delay	17.6	8.3	7.1	12.9	22.0
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	17.6	8.3	7.1	12.9	22.0
LOS	B	A	A	B	C
Approach Delay	15.9			12.7	22.0
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 65	
Actuated Cycle Length: 60.5	
Natural Cycle: 65	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay: 17.4	Intersection LOS: B
Intersection Capacity Utilization 49.3%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	20	1311	1300	45	27	11
Future Vol, veh/h	20	1311	1300	45	27	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	100
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	1425	1413	49	29	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1462	0	-	0	2170	707
Stage 1	-	-	-	-	1413	-
Stage 2	-	-	-	-	757	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	458	-	-	-	40	378
Stage 1	-	-	-	-	191	-
Stage 2	-	-	-	-	424	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	458	-	-	-	38	378
Mov Cap-2 Maneuver	-	-	-	-	38	-
Stage 1	-	-	-	-	182	-
Stage 2	-	-	-	-	424	-

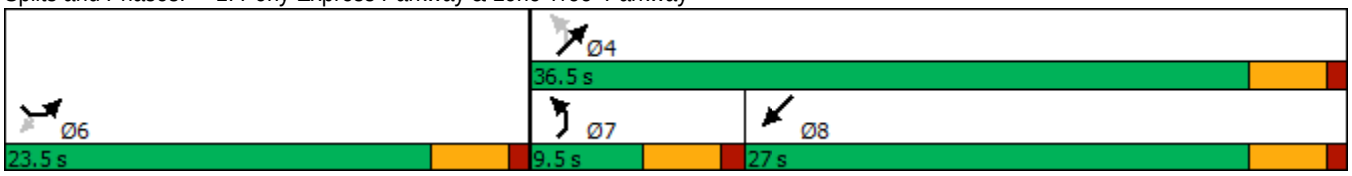
Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	172.8
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	458	-	-	-	38	378
HCM Lane V/C Ratio	0.047	-	-	-	0.772	0.032
HCM Control Delay (s)	13.3	-	-	-	237.1	14.8
HCM Lane LOS	B	-	-	-	F	B
HCM 95th %tile Q(veh)	0.1	-	-	-	2.8	0.1

Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	157	78	25	1412	1195
Future Volume (vph)	157	78	25	1412	1195
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.5	23.5	9.5	36.5	27.0
Total Split (%)	39.2%	39.2%	15.8%	60.8%	45.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	30.8	30.8	27.1
Actuated g/C Ratio	0.32	0.32	0.52	0.52	0.46
v/c Ratio	0.30	0.15	0.11	0.83	0.82
Control Delay	17.2	5.0	7.6	16.7	22.4
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	17.2	5.0	7.6	16.7	22.4
LOS	B	A	A	B	C
Approach Delay	13.2			16.6	22.4
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 60	
Actuated Cycle Length: 58.9	
Natural Cycle: 65	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.83	
Intersection Signal Delay: 18.7	Intersection LOS: B
Intersection Capacity Utilization 55.2%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Intersection	
Int Delay, s/veh	5.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	1563	1213	13	41	17
Future Vol, veh/h	6	1563	1213	13	41	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	100
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	1699	1318	14	45	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1332	0	-	0	2182	659
Stage 1	-	-	-	-	1318	-
Stage 2	-	-	-	-	864	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	514	-	-	-	~ 39	406
Stage 1	-	-	-	-	214	-
Stage 2	-	-	-	-	373	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	514	-	-	-	~ 38	406
Mov Cap-2 Maneuver	-	-	-	-	~ 38	-
Stage 1	-	-	-	-	211	-
Stage 2	-	-	-	-	373	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	262.6
HCM LOS			F

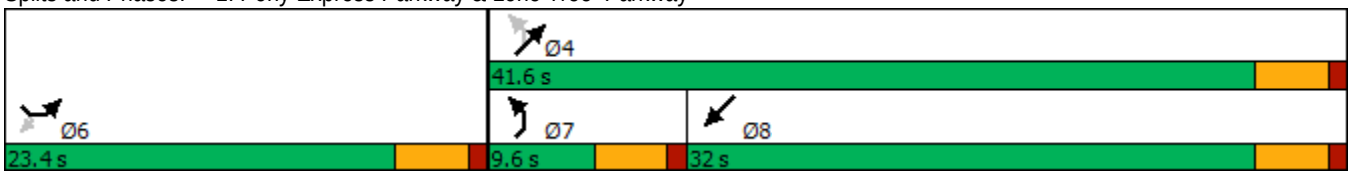
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	514	-	-	-	38	406
HCM Lane V/C Ratio	0.013	-	-	-	1.173	0.046
HCM Control Delay (s)	12.1	-	-	-	$ 365.6	14.3
HCM Lane LOS	B	-	-	-	F	B
HCM 95th %tile Q(veh)	0	-	-	-	4.5	0.1

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Lane Group	SEL	SER	NEL	NET	SWT
Lane Configurations					
Traffic Volume (vph)	94	20	27	1329	1222
Future Volume (vph)	94	20	27	1329	1222
Turn Type	Prot	Perm	pm+pt	NA	NA
Protected Phases	6		7	4	8
Permitted Phases		6	4		
Detector Phase	6	6	7	4	8
Switch Phase					
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	9.5	22.5	22.5
Total Split (s)	23.4	23.4	9.6	41.6	32.0
Total Split (%)	36.0%	36.0%	14.8%	64.0%	49.2%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Max	Max	None	None	None
Act Effct Green (s)	19.0	19.0	33.9	33.9	30.2
Actuated g/C Ratio	0.31	0.31	0.55	0.55	0.49
v/c Ratio	0.19	0.04	0.12	0.75	0.89
Control Delay	18.2	8.2	7.2	13.5	24.9
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	18.2	8.2	7.2	13.5	24.9
LOS	B	A	A	B	C
Approach Delay	16.4			13.4	24.9
Approach LOS	B			B	C

Intersection Summary	
Cycle Length: 65	
Actuated Cycle Length: 61.9	
Natural Cycle: 70	
Control Type: Semi Act-Uncoord	
Maximum v/c Ratio: 0.89	
Intersection Signal Delay: 19.1	Intersection LOS: B
Intersection Capacity Utilization 52.2%	ICU Level of Service A
Analysis Period (min) 15	

Splits and Phases: 1: Pony Express Parkway & Lone Tree Parkway



Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	20	1403	1391	45	27	11
Future Vol, veh/h	20	1403	1391	45	27	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	100
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	1525	1512	49	29	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1561	0	-	0	2319	756
Stage 1	-	-	-	-	1512	-
Stage 2	-	-	-	-	807	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	419	-	-	-	32	351
Stage 1	-	-	-	-	169	-
Stage 2	-	-	-	-	399	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	419	-	-	-	30	351
Mov Cap-2 Maneuver	-	-	-	-	30	-
Stage 1	-	-	-	-	160	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	253.2
HCM LOS			F

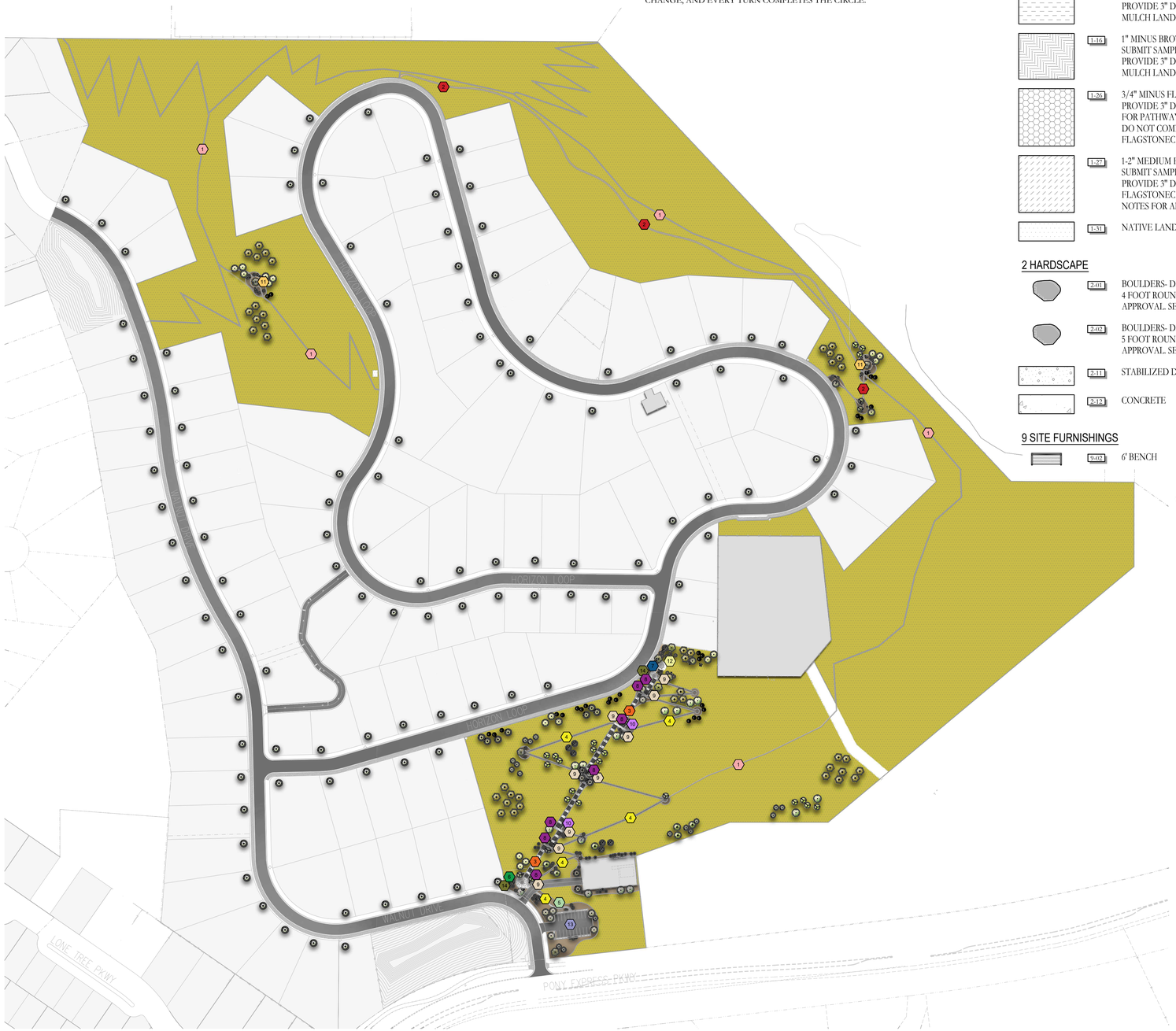
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	419	-	-	-	30	351
HCM Lane V/C Ratio	0.052	-	-	-	0.978	0.034
HCM Control Delay (s)	14.1	-	-	-	$ 350	15.6
HCM Lane LOS	B	-	-	-	F	C
HCM 95th %tile Q(veh)	0.2	-	-	-	3.3	0.1

360 JOURNEY

DESIGN INTENT STATEMENT

HORIZON 360 IS A PRIME LOCATION FOR NEW AND OLD COMMUNITY MEMBERS TO ENJOY. WHETHER FOR EXERCISE, A PERSONAL JOURNEY, OR ENJOYING ANY OF THE THREE OVERLOOKS, ALL CAN APPRECIATE THIS BEAUTIFUL LOCATION.

THE 360 JOURNEY IS PATH OF AWARENESS, MARKED NOT JUST BY DISTANCE, BUT BY PERSPECTIVE. THIS IS A JOURNEY THROUGH DIRECTION, TIME, AND CHANGE, AND EVERY TURN COMPLETES THE CIRCLE.



SITE MATERIALS

(NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE)

1-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH DROUGHT TOLERANT KENTUCKY BLUE GRASS OR APPROVED EQUAL. SEE SOD LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	2,879 sf
1-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	24,974 sf
1-16	1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	7,945 sf
1-26	3/4" MINUS FLAGSTONE CHIPS FOR PATH-TAN AND ROSE PROVIDE 3" DEPTH FLAGSTONE CHIPS OVER 3" COMPACTED ROAD BASE FOR PATHWAY. INSTALL DEWITT 5OZ WEED BARRIER UNDER ROAD BASE. DO NOT COMPACT FLAGSTONE CHIPS, WATER WITH A LIGHT SPRAY. SEE FLAGSTONECHIPS.COM 801-210-1449	157 sf
1-27	1-2" MEDIUM FLAGSTONE CHIPS-TAN AND ROSE. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. CONTACT FLAGSTONECHIPS.COM 801-210-1449. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	394 sf
1-31	NATIVE LANDSCAPE AREAS	1,674,497 sf

2 HARDSCAPE

2-01	BOULDERS- DECORATIVE 4 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501..	33
2-02	BOULDERS- DECORATIVE 5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL.SHEET LP-501.	29
2-11	STABILIZED DECOMPOSED GRANITE	7,521 sf
2-12	CONCRETE	12,998 sf

9 SITE FURNISHINGS

9-02	6' BENCH	6

KEY NOTES

PATHWAYS:

1. EXISTING TRAIL
2. PROPOSED WALKING TRAIL
3. CONCRETE STAIRWAY
4. ADA ACCESSIBLE TRAIL

SIGNAGE:

5. PARKING LOT WELCOME SIGN (1)
6. BEGINNING OF JOURNEY SIGN (1)
7. END OF JOURNEY SIGN (1)
8. ALONG THE JOURNEY SIGN (7)
9. TRAIL SIGN (9)

AREAS:

10. REST AREA WITH BENCHES (2)
11. OVERLOOK WITH BENCH (2)
12. OVERLOOK WITH SEATING
13. PARKING LOT (1)
14. SYMBOL ON GROUND SURFACE (2)

PLANT LIST

(NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE)

CONIFERS

	ACF	17	B & B		6`-7`	Abies concolor White Fir
	AK'H	28	B & B		6`-7`	Abies koreana 'Horstmann's Silberlocke' Horstmann's Silver Curls Korean Fir
	CA'F	14	B & B		6`	Cedrus atlantica glauca `Fastigiata` Columnar Blue Atlas Cedar
	PP'H	9	B & B		7`-9`	Picea pungens glauca `Hoopsii` Hoopsi Blue Spruce
	PH'E	15	B & B		5`-6`	Pinus heldreichii `Emerald Arrow` Emerald Arrow Bosnian Pine

DECIDUOUS TREES

ACH	18	B & B	2"Cal		Acer campestre 'Metro Gold' Hedge Maple
AG'F	30	B & B	2"Cal		Acer griseum `Fireburst' Fireburst Paperbark Maple
AT'G	7	B & B	Multi-trunked		Acer tataricum `GarAnn` Hot Wings Tatarian Maple
AX'U	125	B & B	2"Cal		Acer truncatum x platanoides 'JFS-KW187' Urban Sunset® Maple
AC'S	38	20 gal.	1.25"Cal		Amelanchier canadensis 'Sprizam' Spring Glory® Canadian Serviceberry
AL'S	9	B & B	2"Cal		Amelanchier laevis `JFS-Arb` TM Spring Flurry Serviceberry
C'RF	27	B & B	2"Cal		Carpinus caroliniana 'Uxbridge' Rising Fire® American Hornbeam
C'MS	1	B & B	2"Cal		Cercis canadensis 'Minnesota Strain' Minnesota Strain Eastern Redbud
GB'A	1	B & B	2"Cal		Ginkgo biloba `Autumn Gold` TM Autumn Gold Maidenhair Tree
GD'E	1	B & B	2"Cal		Gymnocladus dioica 'Espresso' Kentucky Coffeetree
KP'G	1	B & B	2"Cal		Koelreuteria paniculata Golden Rain Tree
M'RM	7	20 gal.	Multi-trunked		Magnolia x `Rose Marie` Rose Marie Magnolia
PT'A	40	B & B	2"Cal		Populus tremuloides Aspen

OPTIONAL STREET TREE PLANT LIST

DECIDUOUS TREES

AC'H	B & B	2"Cal	Acer campestre 'Metro Gold' Hedge Maple
AG'F	B & B	2"Cal	Acer griseum `Fireburst' Fireburst Paperbark Maple
C'MS	B & B	2"Cal	Cercis canadensis 'Minnesota Strain' Minnesota Strain Eastern Redbud
GB'A	B & B	2"Cal	Ginkgo biloba `Autumn Gold` TM Autumn Gold Maidenhair Tree
GD'E	B & B	2"Cal	Gymnocladus dioica 'Espresso' Kentucky Coffeetree
KP'G	B & B	2"Cal	Koelreuteria paniculata Golden Rain Tree

ISSUE DATE	PROJECT NUMBER
3/24/2026	UT26002

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

PLAN INFORMATION

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON XX/XX/XX

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

NORTH

0' 75' 150' 300' 600'

GRAPHIC SCALE: 1" = 150'

PROJECT INFORMATION

HORIZON
LEHI-FAIRFIELD RD & LONE TREE PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

CADEN HAZARD
801-636-1858

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PKJ DESIGN GROUP

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LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 8128121-5301 3/24/2026 REGISTERED STATE OF UTAH

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: KBA
PLOT DATE: 3/24/2026

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100

Wildlife Corridor

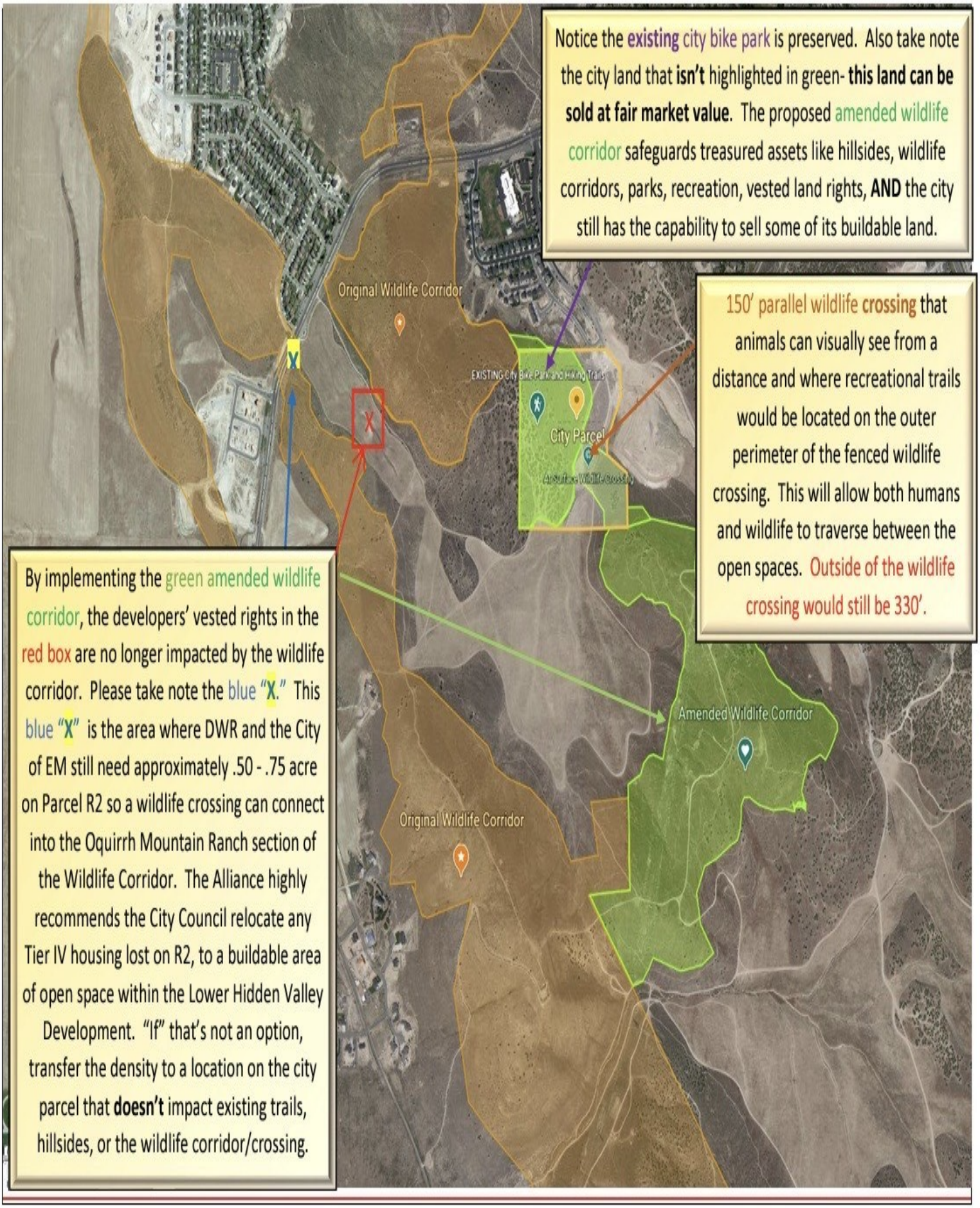
N

0.05 0.03 0 0.05 0.1 0.15 0.2
Miles

Wildlife Corridor

Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

PROPOSED AMENDED WILDLIFE CORRIDOR

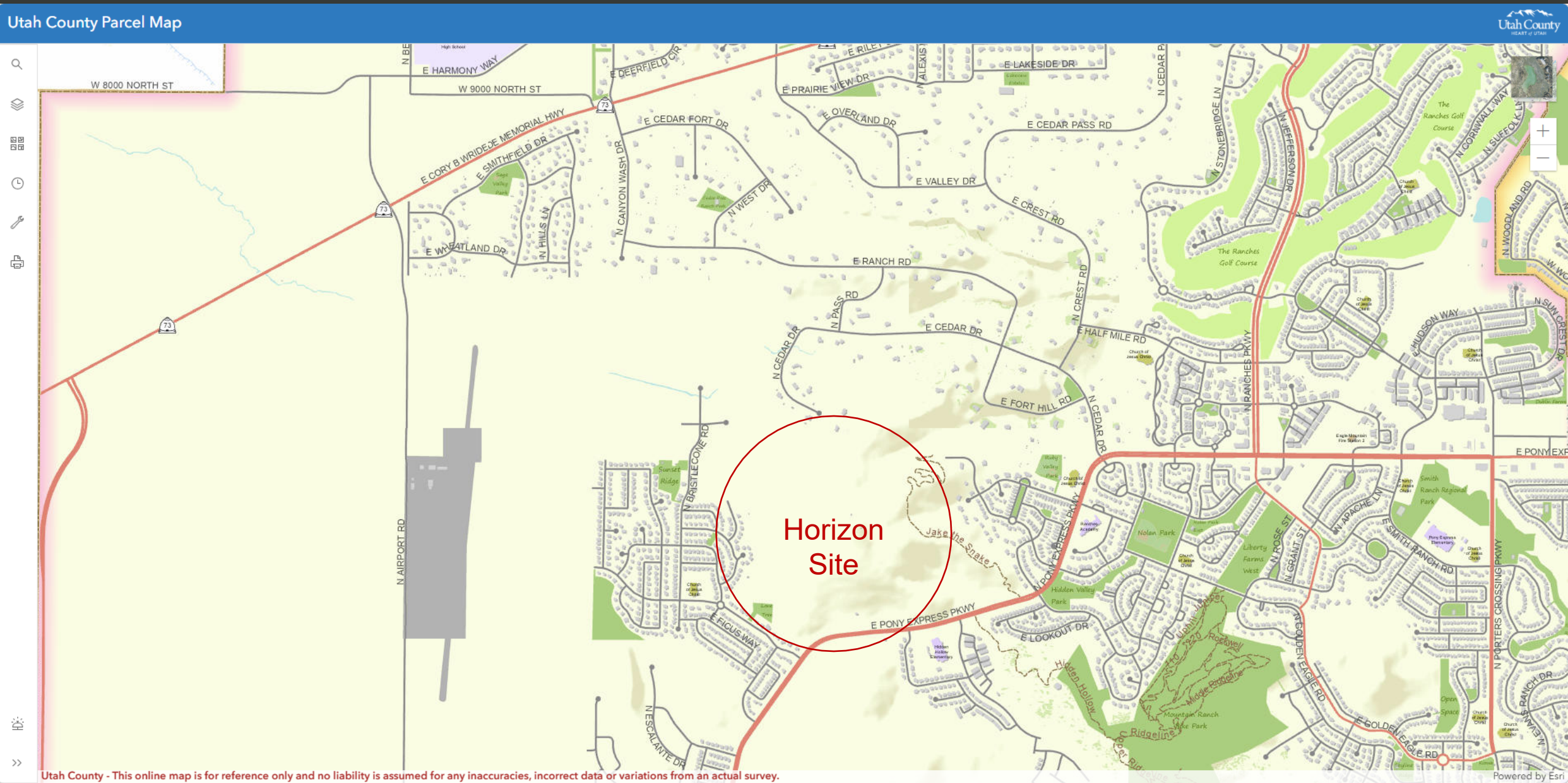


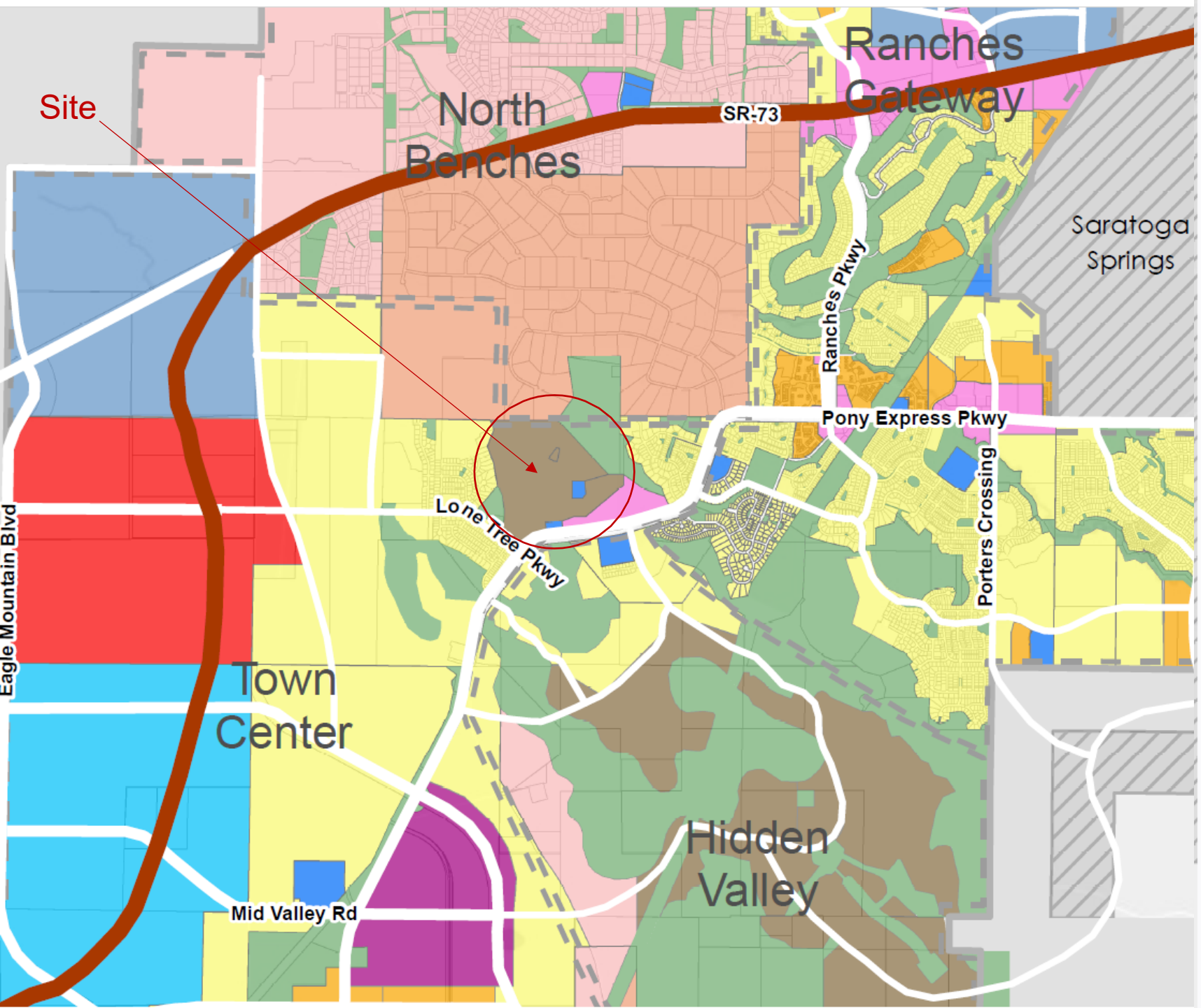
Notice the **existing** city bike park is preserved. Also take note the city land that **isn't** highlighted in green- **this land can be sold at fair market value**. The proposed amended wildlife corridor safeguards treasured assets like hillsides, wildlife corridors, parks, recreation, vested land rights, **AND** the city still has the capability to sell some of its buildable land.

150' parallel wildlife **crossing** that animals can visually see from a distance and where recreational trails would be located on the outer perimeter of the fenced wildlife crossing. This will allow both humans and wildlife to traverse between the open spaces. Outside of the wildlife crossing would still be 330'.

By implementing the green amended wildlife corridor, the developers' vested rights in the red box are no longer impacted by the wildlife corridor. Please take note the blue "X." This blue "X" is the area where DWR and the City of EM still need approximately .50 - .75 acre on Parcel R2 so a wildlife crossing can connect into the Oquirrh Mountain Ranch section of the Wildlife Corridor. The Alliance highly recommends the City Council relocate any Tier IV housing lost on R2, to a buildable area of open space within the Lower Hidden Valley Development. "If" that's not an option, transfer the density to a location on the city parcel that **doesn't** impact existing trails, hillsides, or the wildlife corridor/crossing.

Vicinity Map





LEGEND

Residential Categories:
- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

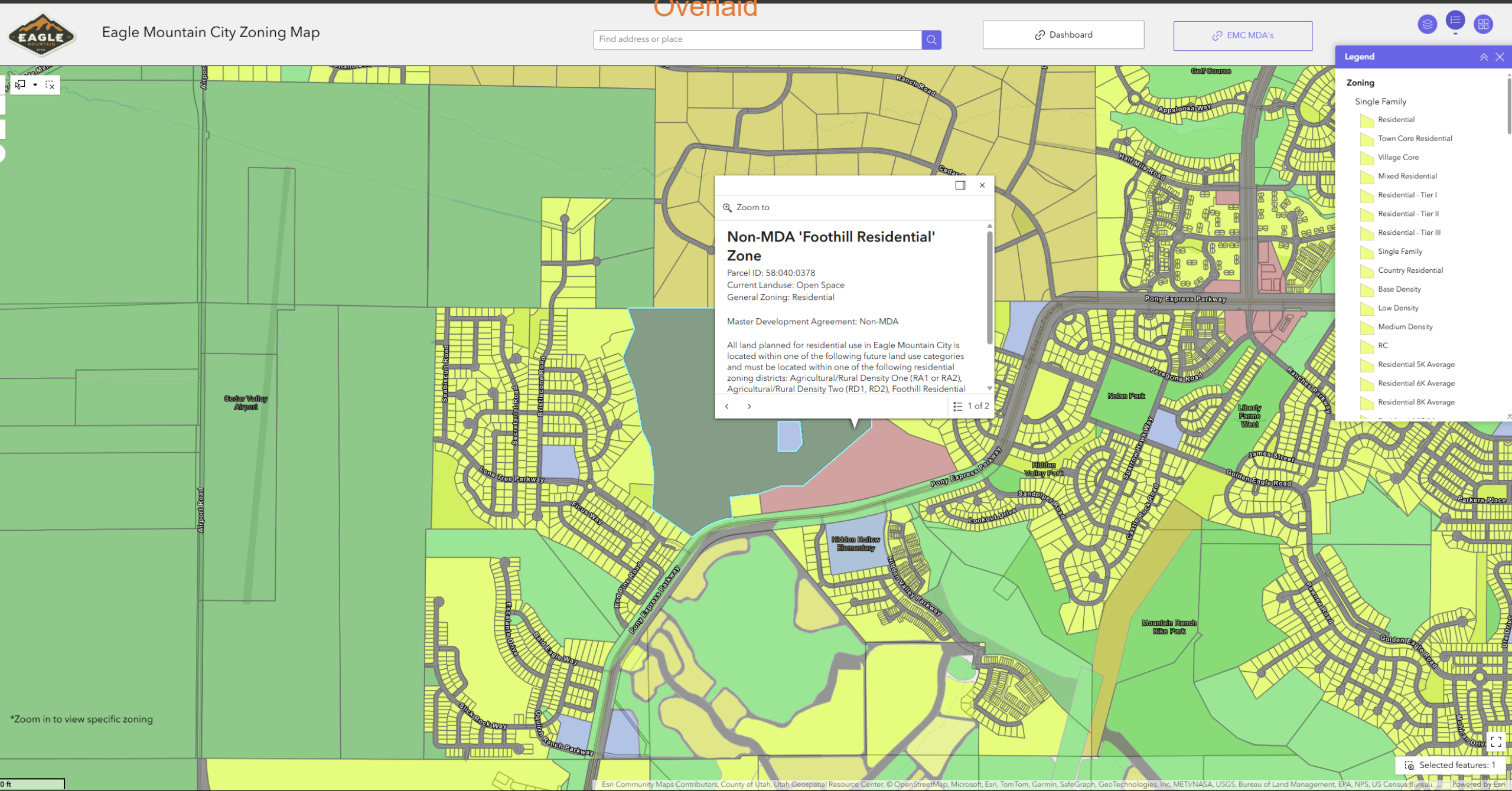
Mixed Use/Commercial Categories:
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

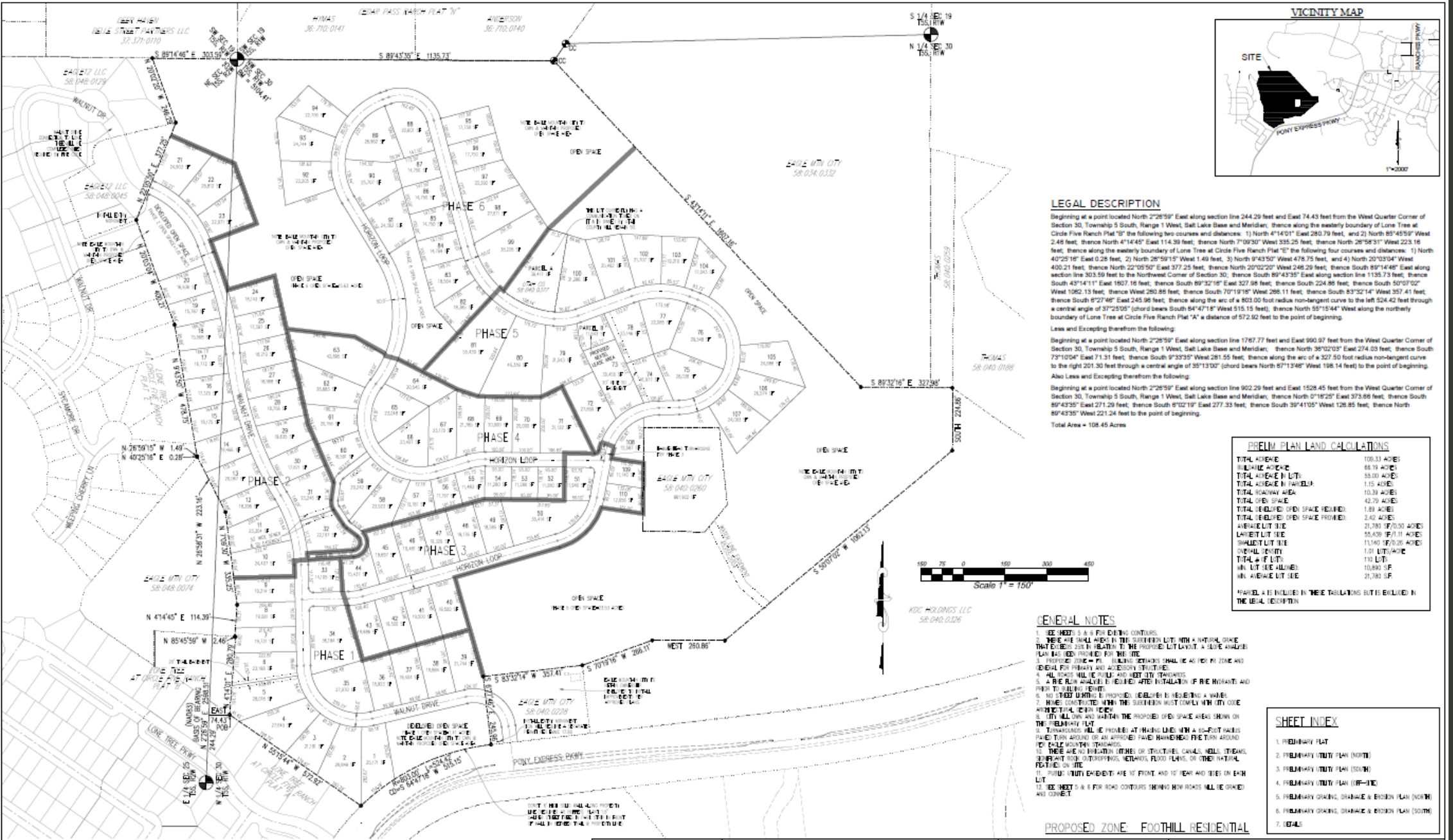
Public/Civic Categories:
- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION
- UDOT Highway/Freeway
- City Road Network - Collector & up

City Zoning Map Excerpt – FR Zone Overlaid





VICINITY MAP

LEGAL DESCRIPTION

Beginning at a point located North 2°26'59" East along section line 244.29 feet and East 74.43 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "B" the following two courses and distances: 1) North 4°14'01" East 280.79 feet, and 2) North 85°45'59" West 2.46 feet; thence North 4°14'45" East 114.39 feet; thence North 7°09'50" West 335.25 feet; thence North 26°59'31" West 223.16 feet; thence along the easterly boundary of Lone Tree at Circle Five Ranch Plat "E" the following four courses and distances: 1) North 40°25'16" East 0.28 feet, 2) North 26°59'15" West 1.49 feet, 3) North 9°43'50" West 478.75 feet, and 4) North 20°03'04" West 400.21 feet; thence North 22°05'50" East 377.25 feet; thence North 20°02'20" West 246.29 feet; thence South 89°14'46" East along section line 303.59 feet to the Northwest Corner of Section 30; thence South 89°43'35" East along section line 1135.73 feet; thence South 43°14'11" East 1607.16 feet; thence South 89°32'16" East 327.98 feet; thence South 224.86 feet; thence South 50°07'02" West 1062.13 feet; thence West 280.86 feet; thence South 70°19'16" West 286.11 feet; thence South 83°32'14" West 357.41 feet; thence South 6°27'46" East 245.96 feet; thence along the arc of a 803.00 foot radius non-tangent curve to the left 524.42 feet through a central angle of 37°25'05" (chord bears South 64°47'18" West 515.15 feet); thence North 55°15'44" West along the northerly boundary of Lone Tree at Circle Five Ranch Plat "A" a distance of 572.92 feet to the point of beginning.

Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 1767.77 feet and East 990.97 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 36°02'03" East 274.03 feet; thence South 73°10'04" East 71.31 feet; thence South 9°33'35" West 281.55 feet; thence along the arc of a 327.50 foot radius non-tangent curve to the right 201.30 feet through a central angle of 35°13'00" (chord bears North 67°13'46" West 198.14 feet) to the point of beginning.

Also Less and Excepting therefrom the following:

Beginning at a point located North 2°26'59" East along section line 902.29 feet and East 1528.45 feet from the West Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°16'25" East 373.66 feet; thence South 89°43'35" East 271.29 feet; thence South 6°02'19" East 277.33 feet; thence South 39°41'05" West 126.85 feet; thence North 89°43'35" West 221.24 feet to the point of beginning.

Total Area = 108.45 Acres

PRELIM PLAN LAND CALCULATIONS

TOTAL ACREAGE	108.33 ACRES
BUILDABLE ACREAGE	68.79 ACRES
TOTAL ACREAGE IN LOTS	58.00 ACRES
TOTAL ACREAGE IN PARCELS*	1.15 ACRES
TOTAL ROADWAY AREA	10.39 ACRES
TOTAL OPEN SPACE	42.79 ACRES
TOTAL DEVELOPED OPEN SPACE REQUIRED	1.89 ACRES
TOTAL DEVELOPED OPEN SPACE PROVIDED	2.42 ACRES
AVERAGE LOT SIZE	21,780 SF/0.50 ACRES
LARGEST LOT SIZE	55,439 SF/1.11 ACRES
SMALLEST LOT SIZE	11,140 SF/0.26 ACRES
OVERALL DENSITY	1.01 LOTS/ACRE
TOTAL # OF LOTS	110 LOTS
MIN. LOT SIDE ALIGNED	10,890 SF.
MIN. AVERAGE LOT SIZE	21,780 SF.

*PARCEL A IS INCLUDED IN THESE TABULATIONS BUT IS EXCLUDED IN THE LEGAL DESCRIPTION

GENERAL NOTES

1. SEE SHEETS 5 & 6 FOR EXISTING CONTOURS.
2. THERE ARE SMALL AREAS IN THIS SUBDIVISION LOT WITH A NATURAL GRADE THAT EXCEEDS 30% IN RELATION TO THE PROPOSED LOT LAYOUT. A SLOPE ANALYSIS PLAN HAS BEEN PROVIDED FOR THIS SITE.
3. PROPOSED ZONE = FH. BUILDING SETBACKS SHALL BE AS PER FH ZONE AND GENERAL FOR PRIMARY AND ACCESSORY STRUCTURES.
4. ALL ROADS WILL BE PUBLIC AND MEET CITY STANDARDS.
5. A FIRE FLOW ANALYSIS IS REQUIRED AFTER INSTALLATION OF FIRE HYDRANTS AND PRIOR TO BUILDING PERMITS.
6. NO STREET LIGHTING IS PROPOSED. DEVELOPER IS REQUESTING A WAIVER.
7. HOMES CONSTRUCTED WITHIN THIS SUBDIVISION MUST COMPLY WITH CITY CODE ARCHITECTURAL DESIGN REVIEW.
8. CITY WILL OWN AND MAINTAIN THE PROPOSED OPEN SPACE AREAS SHOWN ON THIS PRELIMINARY PLAT.
9. TURNAROUNDS WILL BE PROVIDED AT PHASING LINES WITH A 60-FOOT RADIUS PAVED TURN AROUND OR AN APPROVED PAVED HAMMERHEAD FIRE TURN AROUND TO EAGLE MOUNTAIN STANDARDS.
10. THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
11. PUBLIC UTILITY EASEMENTS ARE 10' FRONT, AND 10' REAR AND SIDES ON EACH LOT.
12. SEE SHEET 5 & 6 FOR ROAD CONTOURS SHOWING HOW ROADS WILL BE GRADED AND CONNECT.

PROPOSED ZONE: FOOTHILL RESIDENTIAL

SHEET INDEX

1. PRELIMINARY PLAT
2. PRELIMINARY UTILITY PLAN (NORTH)
3. PRELIMINARY UTILITY PLAN (SOUTH)
4. PRELIMINARY UTILITY PLAN (OFF-SITE)
5. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (NORTH)
6. PRELIMINARY GRADING, DRAINAGE & EROSION PLAN (SOUTH)
7. DETAILS

SURVEYOR:
AZTEC ENGINEERING INC.
732 N. 750 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

BENCH MARK
NW CORNER, SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 5104.41'

REVISIONS

Rev.	Date	Description
1	07/10/25	REVISED AS PER CITY COMMENTS

Developer: Bella Street Partners
c/o Scott Hansen
3688 E. Campus Drive Suite 300, Eagle Mountain, UT 84005
Phone: (801) 616-1818

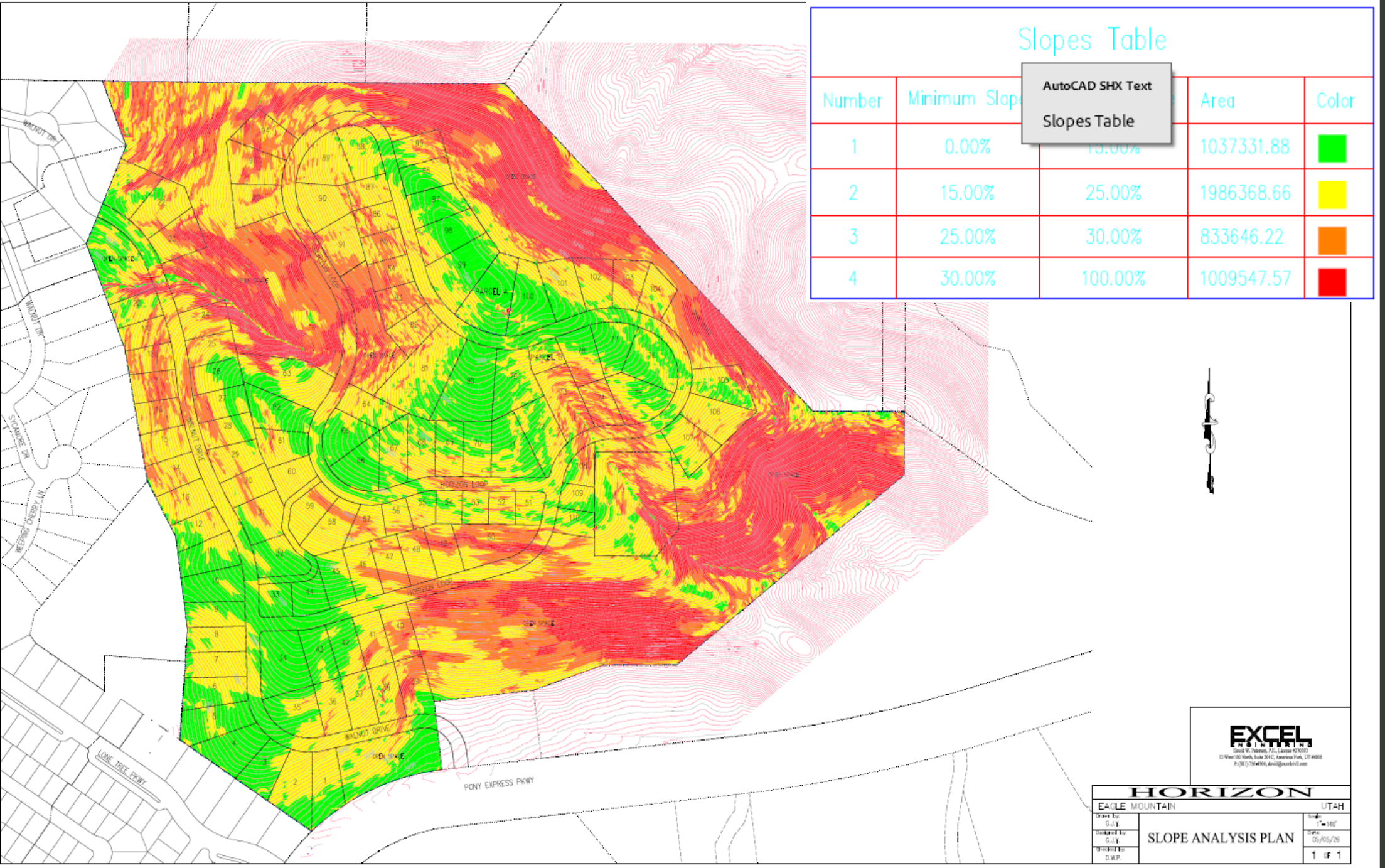
EXCEL ENGINEERING
David N. Petersen, P.E., License #171293
12 West 100 North, Suite 330C, American Fork, UT 84003
P: (801) 756-4534, davidp@excelcivil.com

HORIZON
EAGLE MOUNTAIN UTAH

Drawn By: G.J.Y.
Designed By: G.J.Y.
Checked By: D.N.P.

PRELIMINARY PLAT
LOCATED IN THE NW CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M

Scale: 1"=150'
Date: 03/28/25
1 of 7



Slopes Table

AutoCAD SHX Text

Slopes Table

Number	Minimum Slope	[illegible]	Area	Color
1	0.00%	[illegible]	1037331.88	
2	15.00%	25.00%	1986368.66	
3	25.00%	30.00%	833646.22	
4	30.00%	100.00%	1009547.57	

EXCEL ENGINEERING

David W. Peterson, P.E., License #276510
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4004, david@excelcivil.com

HORIZON

EAGLE MOUNTAIN UTAH

Drawn By: G.J.Y.	SLOPE ANALYSIS PLAN	Scale: 1"=140'
Designed By: G.J.Y.		Date: 05/05/26
Checked By: D.W.P.		1 OF 1

Exhibit


1303.6 ft
618.62 ft
89.29 a
If these 3 pieces of open space could be connected that would be my one of my asks.
E Pony Express Pkwy

360 JOURNEY

DESIGN INTENT STATEMENT

HORIZON 360 IS A PRIME LOCATION FOR NEW AND OLD COMMUNITY MEMBERS TO ENJOY. WHETHER FOR EXERCISE, A PERSONAL JOURNEY, OR ENJOYING ANY OF THE THREE OVERLOOKS, ALL CAN APPRECIATE THIS BEAUTIFUL LOCATION.

THE 360 JOURNEY IS PATH OF AWARENESS, MARKED NOT JUST BY DISTANCE, BUT BY PERSPECTIVE. THIS IS A JOURNEY THROUGH DIRECTION, TIME, AND CHANGE, AND EVERY TURN COMPLETES THE CIRCLE.



SITE MATERIALS

	1.01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH DROUGHT TOLERANT KENTUCKY BLUE GRASS OR APPROVED EQUAL. SEE SOD LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.
	1.04	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.
	1.05	1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.
	1.06	3/4" MINUS FLAGSTONE CHIPS FOR PATH-TAN AND ROSE PROVIDE 3" DEPTH FLAGSTONE CHIPS OVER 5" COMPACTED ROAD BASE FOR PATHWAY. INSTALL DEWITT SOZ WEED BARRIER UNDER ROAD BASE. DO NOT COMPACT FLAGSTONE CHIPS, WATER WITH A LIGHT SPRAY. SEE FLAGSTONECHIPS.COM 801-210-1449
	1.07	1-2" MEDIUM FLAGSTONE CHIPS-TAN AND ROSE. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. CONTACT FLAGSTONECHIPS.COM 801-210-1449. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.
	1.08	NATIVE LANDSCAPE AREAS

2 HARDSCAPE

	2.01	BOULDERS- DECORATIVE 4 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.
	2.02	BOULDERS- DECORATIVE 5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.
	2.03	STABILIZED DECOMPOSED GRANITE
	2.04	CONCRETE

9 SITE FURNISHINGS

	9.01	6' BENCH

KEY NOTES

PATHWAYS:

1. EXISTING TRAIL
2. PROPOSED WALKING TRAIL
3. CONCRETE STAIRWAY
4. ADA ACCESSIBLE TRAIL

SIGNAGE:

5. PARKING LOT WELCOME SIGN (1)
6. BEGINNING OF JOURNEY SIGN (1)
7. END OF JOURNEY SIGN (1)
8. ALONG THE JOURNEY SIGN (7)
9. TRAIL SIGN (9)

AREAS:

10. REST AREA WITH BENCHES (2)
11. OVERLOOK WITH BENCH (2)
12. OVERLOOK WITH SEATING
13. PARKING LOT (1)
14. SYMBOL ON GROUND SURFACE (2)

PLANT LIST

2,870 sf	**CONIFERS**					
	ACF	17	B & B		6'-7'	Abies concolor White Fir
24,974 sf	ACH	28	B & B		6'-7'	Abies koreana 'Horstmann's Silberlocke' Horstmann's Silver Curls Korean Fir
7,945 sf	CAF	14	B & B		6'	Cedrus atlantica glauca 'Fastigiata' Columnar Blue Atlas Cedar
157 sf	PPH	9	B & B		7'-9'	Picea pungens glauca 'Hoopsii' Hoopsi Blue Spruce
	PSFE	15	B & B		5'-6'	Pinus heldreichii 'Emerald Arrow' Emerald Arrow Bosnian Pine
594 sf	**DECIDUOUS TREES**					
	ACH	18	B & B	2"Cal		Acer campestre 'Metro Gold' Hedge Maple
1,674,497 sf	AGF	30	B & B	2"Cal		Acer griseum 'Firsbust' Firsbust Paperbark Maple
53	ATG	7	B & B	Multi-trunked		Acer tataricum 'GarAnn' Hot Wings Tatarian Maple
29	AXU	125	B & B	2"Cal		Acer truncatum x platanoides 'JFS-KW187' Urban Sunset® Maple
7,521 sf	ACS	38	20 gal.	1.25"Cal		Amelanchier canadensis 'Spritzart' Spring Glory® Canadian Serviceberry
12,998 sf	ALS	9	B & B	2"Cal		Amelanchier laevis 'JFS-Arb' TM Spring Flurry Serviceberry
6	CRF	27	B & B	2"Cal		Carpinus caroliniana 'Uthridge' Rising Fire® American Hornbeam
	CMS	1	B & B	2"Cal		Cercis canadensis 'Minnesota Strain' Minnesota Strain Eastern Redbud
	GBA	1	B & B	2"Cal		Ginkgo biloba 'Autumn Gold' TM Autumn Gold Maidenhair Tree
	GDE	1	B & B	2"Cal		Gymnocladus dioica 'Espresso' Kentucky Coffeetree
	KPG	1	B & B	2"Cal		Koelreuteria paniculata Golden Rain Tree
	MRM	7	20 gal.	Multi-trunked		Magnolia x 'Ross Marie' Ross Marie Magnolia
	PTA	40	B & B	2"Cal		Populus tremuloides Aspen

OPTIONAL STREET TREE PLANT LIST

DECIDUOUS TREES

ACH	B & B	2"Cal	Acer campestre 'Metro Gold' Hedge Maple
AGF	B & B	2"Cal	Acer griseum 'Firsbust' Firsbust Paperbark Maple
CMS	B & B	2"Cal	Cercis canadensis 'Minnesota Strain' Minnesota Strain Eastern Redbud
GBA	B & B	2"Cal	Ginkgo biloba 'Autumn Gold' TM Autumn Gold Maidenhair Tree
GDE	B & B	2"Cal	Gymnocladus dioica 'Espresso' Kentucky Coffeetree
KPG	B & B	2"Cal	Koelreuteria paniculata Golden Rain Tree

ISSUE DATE: 3/24/2026
PROJECT NUMBER: UT26002
PLAN INFORMATION: ** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON XX/XX/XX

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

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

NORTH

0' 75' 150' 300' 600'

GRAPHIC SCALE: 1" = 150'

PROJECT INFORMATION

HORIZON
LEHI-FAIRFIELD RD & LONE TREE PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

CADEN HAZARD
801-636-1858

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LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

DRAWING INFO

DRAWN:	JTA
CHECKED:	ACP
PLOT DATE:	KBA
	3/24/2026

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100



	2-01	BOULDERS- DECORATIVE 4 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501..	33
	2-02	BOULDERS- DECORATIVE 5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	29
	2-11	STABILIZED DECOMPOSED GRANITE	7,521 sf
	2-12	CONCRETE	12,998 sf

9 SITE FURNISHINGS

	9-02	6' BENCH	6

KEY NOTES

PATHWAYS:

1. EXISTING TRAIL
2. PROPOSED WALKING TRAIL
3. CONCRETE STAIRWAY
4. ADA ACCESSIBLE TRAIL

SIGNAGE:

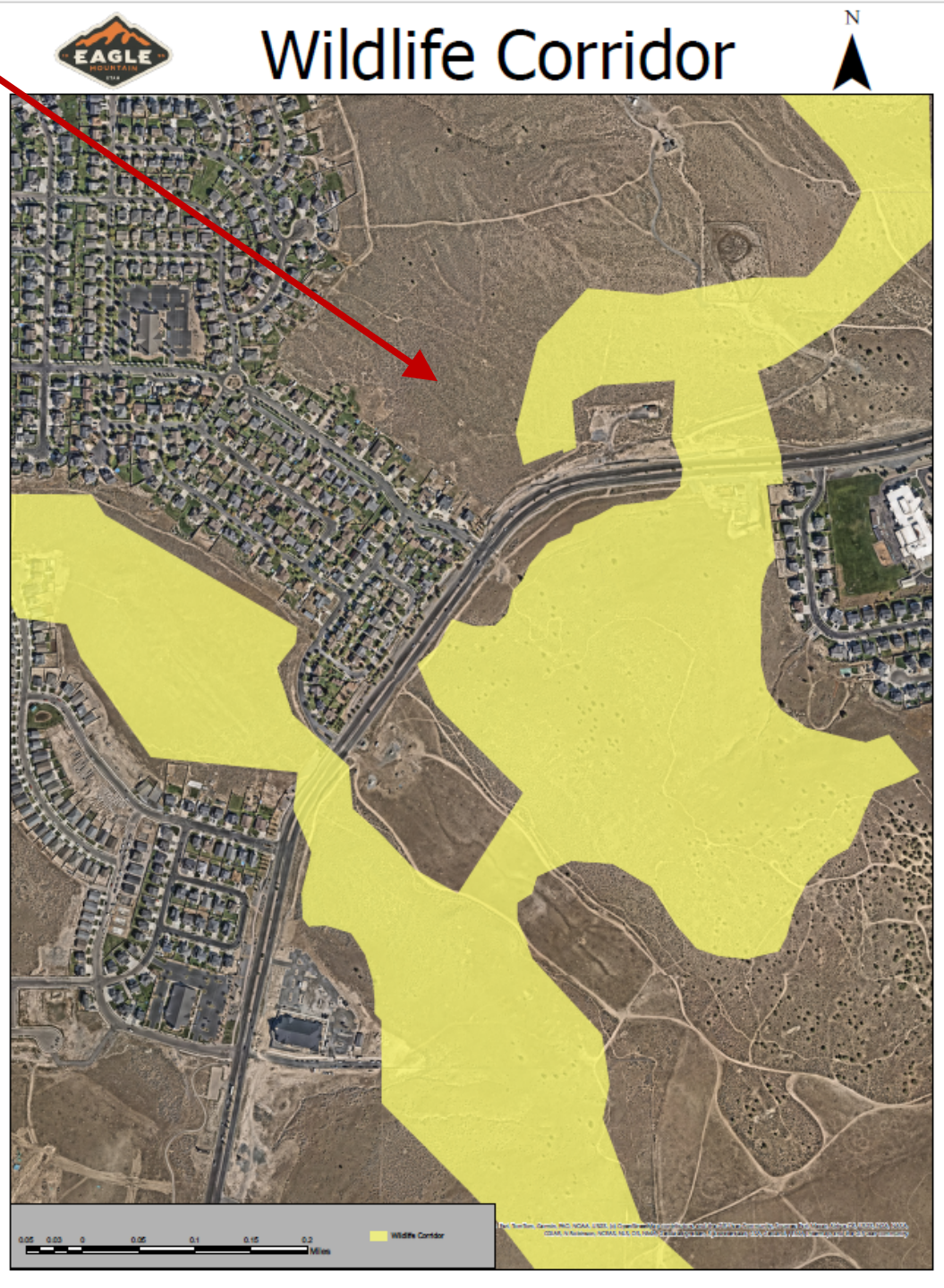
5. PARKING LOT WELCOME SIGN (1)
6. BEGINNING OF JOURNEY SIGN (1)
7. END OF JOURNEY SIGN (1)
8. ALONG THE JOURNEY SIGN (7)
9. TRAIL SIGN (9)

AREAS:

10. REST AREA WITH BENCHES (2)
11. OVERLOOK WITH BENCH (2)
12. OVERLOOK WITH SEATING
13. PARKING LOT (1)
14. SYMBOL ON GROUND SURFACE (2)

Ridgeline Protection Area # 2





2023 Adopted Wildlife Corridor Protection Area

17.63.050 Ridgeline development standards.
The following are standards that apply to all developments in the ridgeline protection overlay zone:

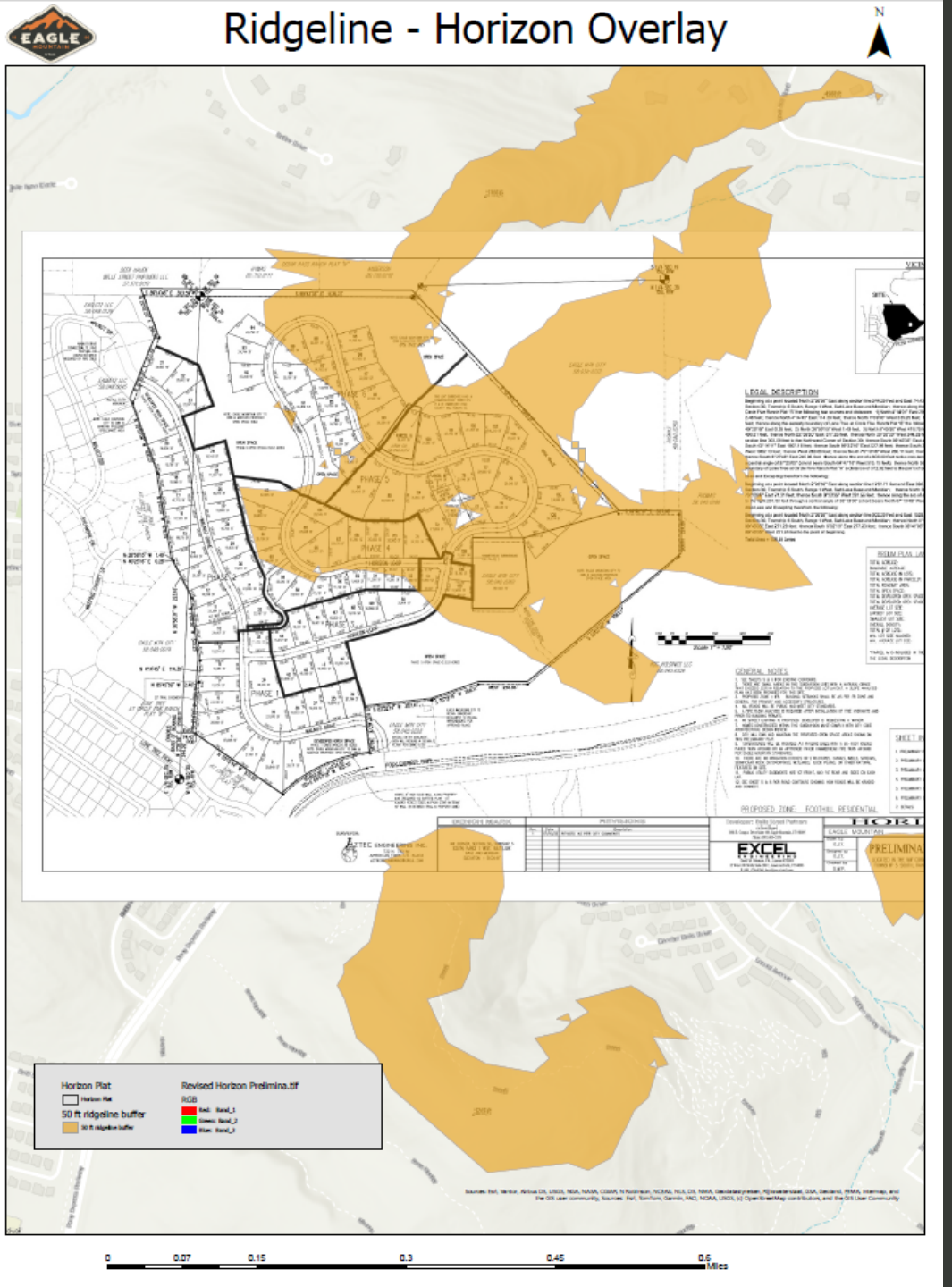
A. Ridgeline Preservation. Property within 50 vertical feet of prominent ridges may be included within private lots; however, such property shall be deemed unbuildable, and shall provide a public pedestrian easement to the city for the purpose of creating an integrated and connected system of ridgeline trails, which tie into neighboring development.

No structure, accessory structure, or ancillary structure may be built within the ridgeline setback area, with the exception of public infrastructure, public lookout towers, benches, or other public viewpoint or recreation structures. No cuts, fills, clearing, or grading shall occur within the ridgeline setback, except for public trails, structures, and infrastructure. Development within the ridgeline protection overlay zone shall comply with ridgeline design standards found within this chapter.

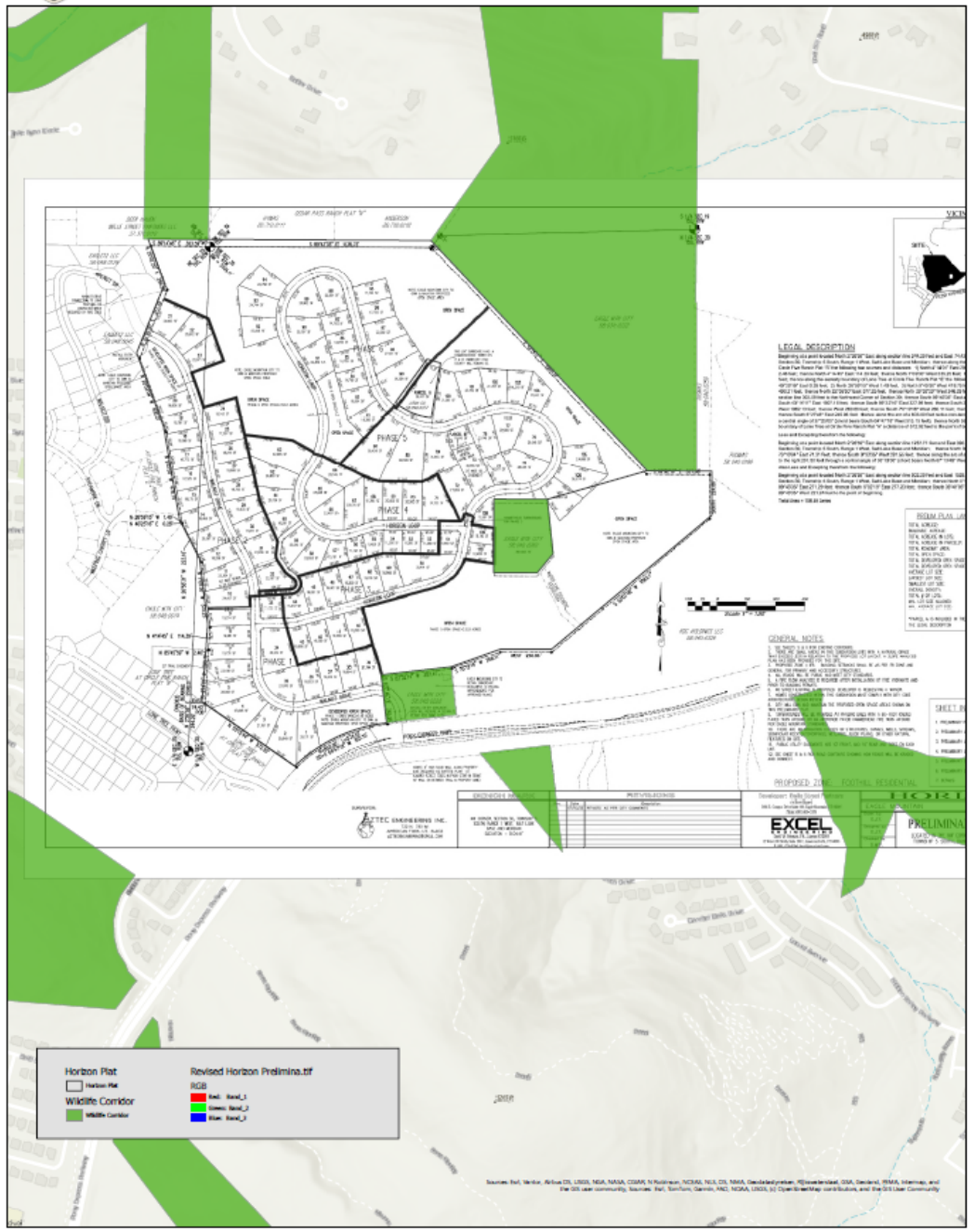
B. Open Space Credit/Density Transfer.
1. Developer may be awarded amenity points for public trails, observation structures, and other passive recreation improvements built within the ridgeline protection overlay zone as approved by the city.
2. Developer may be granted credit for improved open space area for significant buildable property made unbuildable by this code as approved on a case-by-case basis by the city council.
3. Developer may transfer density from the ridgeline protection overlay zone to other areas within a project or development in the case where significant buildable property is made unbuildable by this code, as approved on a case-by-case basis by the city council.

...

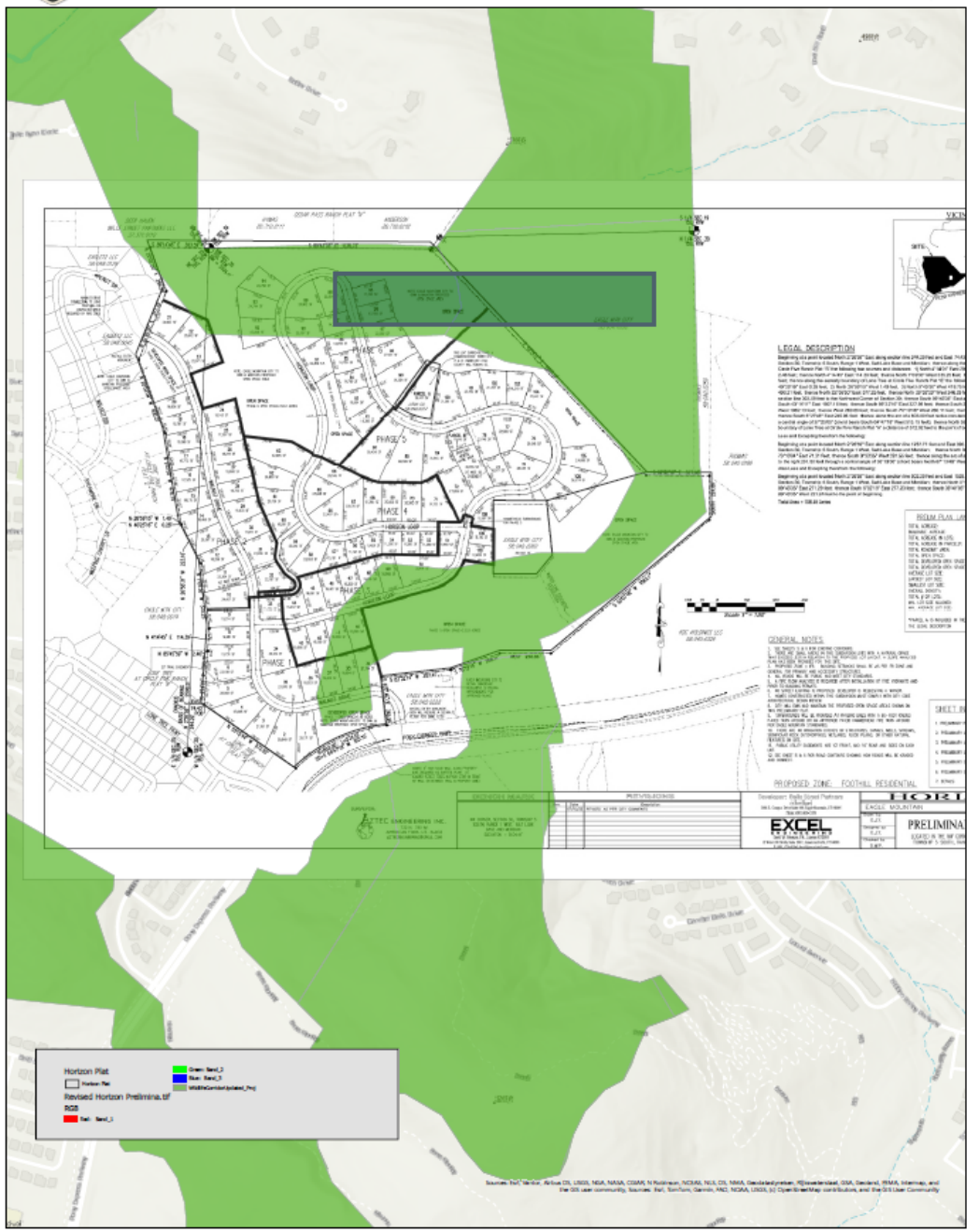
D. Hillside Site Development. All development shall comply with the standards found in Chapter 15.80 EMMC, Hillside Site Development.



Wildlife Corridor - Horizon Overlay



Wildlife - Horizon Overlay



Wildlife Corridor Regulations Excerpts

17.49.060 Development standards and regulations.
A. The following standards and regulations shall be employed to ensure the resources comprising the wildlife corridor overlay zones are impacted to the least possible extent. The standards ensure that the landscape will remain connected, and the resources can function in a natural state. The following applies to all subsections of this section:

1. The city's wildlife biologist/environmental planner's opinion shall be weighted heavily with any development in the wildlife corridor overlay zone. If this person is not available, the city shall seek outside opinions from federal agencies, state agencies, and/or from an environmental consulting firm that has a local wildlife biologist on staff. Additionally, the city may seek opinions from local conservation experts.
2. All development and building applications will include a georeferenced coverage of any proposed disturbed vegetation within a wildlife corridor overlay zone.
3. Altered, disturbed, or destroyed wildlife habitat or public trails or amenities within a wildlife corridor overlay zone due to development activities shall be restored to pre-development conditions.
4. No development shall occur in the critical mule deer migration corridor, except for safety mitigating measures and outdoor recreational amenities, if the approval authority believes the amenity is in the public's best interest and will not significantly impact wildlife and the surrounding habitat. Where possible, the public amenity will be placed on the corridor's outer border to minimize the destruction of habitat and human-wildlife conflicts

M. Light Pollution. Lighting is prohibited within a wildlife corridor overlay zone, unless approved by the city for safety reasons after receiving a recommendation from the city's wildlife biologist/environmental planner. If lighting is deemed necessary for safety reasons, the following requirements must be met in addition to complying with Chapter 17.56 EMMC, Outdoor Lighting Standards:

1. Any outdoor lighting used in a wildlife corridor overlay zone shall be designed to mitigate the adverse effects on wildlife and not attract insects by limiting the color temperature and brightness.
a. The color temperature should not exceed 3,000 Kelvin.
b. The light output of individual fixtures should not exceed 850 lumens.
c. Lighting for outdoor recreational facilities shall not be mounted any higher than 15 feet above the ground.
2. The following items are exempt from the above requirements:
a. When working on approved wildlife corridor projects, lighting is permissible during active construction hours, but shall be turned off from 10:00 p.m. through 6:00 a.m.
b. The lighting of communication facilities should not exceed the minimum requirements established by the Federal Aviation Administration.

EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

December 9, 2025, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Robert Fox, Brent Strong, Craig Whiting, and Alternate Commissioner Bryan Free.

CITY STAFF PRESENT: Deputy City Manager, Steve Mumford; Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Robert Hobbs, Senior Planner; Steven Lehmitz, Planner; and Megan Green, Planning Secretary.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Commissioner Allen called the meeting to order at 5:33 p.m.

1. Discussion Items

1.A. DISCUSSION ITEMS – Horizon Master Development Plan

Planner Robert Hobbs presented the Horizon Master Development Plan. Scot Hazard discussed the project with the Commissioners, which is located near Pony Express and Lone Tree, and includes 110 single-family lots on 110 acres. Concerns raised included compliance with block length and slope requirements, wildlife corridor impact, ridgeline codes, and emergency egress. The developer proposed a 360-stair amenity and trail systems to address pedestrian connectivity. The commission emphasized the need for thorough review and community engagement to ensure the project meets City standards and addresses community concerns. The Planning Commission discussed several key issues, including the need for an additional egress route on Pony Express Parkway due to safety concerns and traffic projections.

Commissioner Allen adjourned the work session at 6:25 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

2. Commissioner Allen called the policy session to order at 6:32 p.m.

3. Pledge of Allegiance

Commissioner Allen led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5.A.

MOTION: ***Commissioner Fox moved to approve the minutes of November 25, 2025, Planning Commission meeting. Commissioner Strong seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**

Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Abstain**

The motion passed with 4 yes and 1 abstention.

6. Status Report

Community Development Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting.

7. Action and Advisory Items

7.A. 2026 Planning Commission Schedule

Discussion summary:
Commissioners agreed to add another Planning Commission Meeting to the calendar on November 24, 2026, and if the meeting is not necessary it can be cancelled.

MOTION: ***Commissioner Strong moved to approve Item 7.A., 2026 Planning Commission Schedule, with the addition of one meeting on November 24, 2026. Commissioner Whiting seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

7.B. Horizon Master Community MDP/Plat Review

Presentation summary: A request by Caden Hazard for Master Development Plan and for Preliminary Plat Approval for 110 single-family detached residential lots with open space all on/for approximately 109 acres of property located in Section 30, T5S, R1W, on the north side of Pony Express Parkway and Lone Tree Parkway addressed as 2434 E. Pony Express Parkway; application set identified as the: "Horizon" project.

Applicant's statements summary: Scot Hazard declined to comment during the Policy Session.

Discussion summary:

- Robert Hobbs provided a quick overview of the Horizon Master Development Plan, highlighting the property's location near Pony Express and Lone Tree.
- The plat includes open space parcels, a 20-count parking lot, a 360-stair amenity, trail systems, and a commitment to not exacerbate traffic issues in Lone Tree until egress is resolved.
- The project includes a wildlife corridor, with the Nature Wildlife Alliance suggesting an alternative route, and the need for a final plat to reflect the boundary.
- Jason Allen and other Commissioners discussed the project's compliance with code, particularly regarding slope and block length requirements.
- Marcus Draper clarified the applicability of the ridge line protection overlay zone and the need for reasonable diligence in implementing approvals.

- The Commission considered the impact of the project on existing neighborhoods, including traffic and emergency access, and the need for pedestrian connectivity.
- The discussion concluded with a commitment by the applicant to continue working on the project's details, including addressing traffic and emergency access issues, and ensuring compliance with city codes and ordinances.
- Commissioners Whiting and Allen agree on the need for the City Council to evaluate the subdivision with a different lens.

Commissioner Allen opened the public hearing at 6:43 p.m.

Alexia Turley, Kayla Baugh, Chad Hicks, Tracey Snyder, Teri Hansen, and Karina Woodbury all sent in or made public comments.

Commissioner Allen closed the public hearing at 6:58 p.m.

MOTION: ***Commissioner Whiting moved to deny Item 7.B., Horizon MDP/Preliminary Plat. Commissioner Allen seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

7.C. Hidden Hollow Pool Amenity

Presentation Summary Points: This matter is a second request/attempt by Cadence Homes to receive approval to trade-out a required swimming pool for the Hidden Hollow development. Proposed is the substitution of a gym and additional lawn games for a swimming pool. The property under consideration is Parcel D in Hidden Hollow at the southeast corner of the intersection of N. Smooth Way and N. Carlton Way. Although a recent code amendment permits administrative (Staff-level) review of site plans, the specific criteria outlined in that amendment—along with the code referenced in the 'Items for Consideration' section of this report—necessitated processing the Applicant's request as a standard site plan amendment. Review by both the Planning Commission and City Council is required, since site plans must be reviewed sequentially by these two bodies. Staff considers the proposed amenity swap to be minor in nature and scope, especially when compared to other types of possible site plan revisions.

Applicant's statements summary: Hunter Smith representing Cadence Homes presented the proposed Amenity Exchange. He presented a new survey showing strong preference for a gym among residents, emphasizing the active lifestyle in the community. Smith explained the challenges of maintaining a swimming pool in a windy and dusty environment and the preference for year-round gym access.

Discussion summary points:

- Commissioners discussed the potential benefits and drawbacks of a gym versus a swimming pool, considering cost, maintenance, and community needs.
- Commissioners emphasized the importance of providing amenities that meet community needs and the potential for future expansion of the clubhouse.
- Jason Allen and Commissioners agreed on the need for a balanced approach that considers both community feedback and code requirements.

Commissioner Allen opened the public hearing at 7:50 p.m. As there were no comments, he closed the hearing.

MOTION: ***Commissioner Strong moved to recommend approval to the City Council of Item 7.C., Hidden Hollow Pool Amenity, with the recommendation to add an amenity to the clubhouse. Commissioner Whiting seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

7.D. Fence Code Patch Amendment

Presentation Summary Points: A pair of Neighborhood Improvement cases prompted the drafting of the attached code amendment designed to clarify and strengthen the City's disposition regarding maintenance of fences, walls and retaining structures. Legal counsel has reviewed the draft.

Discussion summary points:

- Robert Hobbs introduced the fence code amendment, addressing issues of fence maintenance and repair responsibilities.
- Commissioners discussed the importance of maintaining fences and the potential impact on Neighborhood Improvement efforts.
- Commissioners agreed that the code amendment is pretty straight forward and recommend approval to the City Council.

Commissioner Allen opened the public hearing at 7:56 p.m. As there were no comments, he closed the hearing at 7:57 p.m.

MOTION: ***Commissioner Whiting moved to recommend approval to the City Council of Item 7.D., Fence Code Patch Amendment. Commissioner Fox seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

7.E. Pacific Springs Development Agreement

Presentation Summary Points: R5 Homes is working on getting permits for lots 511–514 in Pacific Springs A5. However, per EMMC 16.35.090, they are required to install privacy screening "prior to any building permits being issued in that phase of development that abuts such right-of-way." R5 Homes is requesting flexibility--through a development agreement--to install the fencing after home construction on the lots to avoid potential damage during the building process.

Applicant's statement summary: Brian Haskell from R5 Homes explained the challenges of dealing with incomplete fencing in the Pacific Springs neighborhood and the need for a bonding system.

Discussion summary points:

- Commissioners agreed on the importance of maintaining fences and the potential benefits of a bonding system for future developments.

Commissioner Allen opened the public hearing at 8:01 p.m. As there were no comments, he closed the hearing 8:02 p.m.

MOTION: ***Commissioner Fox moved to recommend approval to the City Council of Item 7.E., Pacific Springs Development Agreement. Commissioner Whiting seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

7.F. Data Center Directional Signage Code Amendment

Presentation Summary Points: Staff has been approached on a couple of occasions by data center representatives wanting to construct directional signage for their trucks and workers. Our current code does not allow for such signage, but Staff feels that it is worth considering the proposed code amendment to help reduce traffic along roads such as Pony Express Parkway by keeping it on SR-73 for as long as possible.

Discussion summary points:

- Steven Lehmitz introduced the proposal for off-premise directional signage for large-scale developments, such as data centers.
- The proposal aims to direct truck traffic away from Pony Express and onto designated routes, improving traffic flow and safety.
- Commissioners discussed the potential benefits and drawbacks of the proposal, considering the need for clear signage and community input.
- The proposal includes requirements for maintaining signage and ensuring compliance with dark sky regulations.
- Commissioners agreed the code amendment makes sense and like the Alternate Energy Overlay Zone being included.

Commissioner Allen opened the public hearing at 8:09 p.m. As there were no comments, he closed the hearing.

MOTION: ***Commissioner Whiting moved to recommend approval to the City Council of Item 7.F., Data Center Directional Signage Code Amendment with an addition to paragraph E. to include the Alternate Energy Overlay Zone. Commissioner Fox seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

5. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for January 13, 2026.

6. Adjournment

MOTION: ***Commissioner Fox moved to adjourn the meeting at 8:15 p.m. Commissioner Whiting seconded the motion.***

Jason Allen	**Yes**
Robert Fox	**Yes**
Rod Hess	**Excused**
Brent Strong	**Yes**
Craig Whiting	**Yes**
Bryan Free	**Yes**

The motion passed with a unanimous vote.

The meeting was adjourned at 8:15 p.m.

Approved by the Planning Commission on

_____

Brandon Larsen
Community Development Director

CMT TECHNICAL SERVICES



ENGINEERING • GEOTECHNICAL • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY • PAVEMENT DESIGN • GEOLOGY

GEOTECHNICAL ENGINEERING STUDY

Circle 5 Ranch

About 2300 East Pony Express Parkway
Eagle Mountain, Utah

CMT PROJECT NO. 23414

FOR:
Belle Street Partners
3688 East Campus Drive, Suite 100
Eagle Mountain, Utah 84043

December 10, 2024

CMT TECHNICAL SERVICES

December 10, 2024

Mr. Caden Hazard
Belle Street Partners
3688 East Campus Drive, Suite 100
Eagle Mountain, Utah 84043

Subject: Geotechnical Engineering Study
Circle 5 Ranch
About 2300 East Pony Express Parkway
Eagle Mountain, Utah
CMT Project No. 23414

Mr. Hazard:

Submitted herewith is the report of our geotechnical engineering study for the subject site. This report contains the results of our findings and an engineering interpretation of the results with respect to the available project characteristics. It also contains recommendations to aid in the design and construction of the earth related phases of this project.

On November 5, 2024, CMT Technical Services (CMT) staff professionals were on-site and excavated 20 test pits extending to depths of approximately 6 inches to 7.5 feet below the existing ground surface where refusal occurred on bedrock. Samples of the subsurface soils exposed in the test pits were collected during the field operations and subsequently transported to our laboratory for further observation and testing of select samples.

Conventional spread and/or continuous footings may be utilized to support the proposed structures, provided the recommendations in this report are followed. This report presents detailed discussions of design and construction criteria for this site.

We appreciate the opportunity to work with you at this stage of the project. CMT offers a full range of Geotechnical Engineering, Geological, Material Testing, Special Inspection services, and Phase I and II Environmental Site Assessments. With offices throughout Utah, Idaho, Arizona, Colorado and Texas, our staff is capable of efficiently serving your project needs. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at 801-492-4132.

Sincerely,
CMT Technical Services

LICENSED PROFESSIONAL ENGINEER # 374995 JEFFREY J. EGBERT 12/10/24 STATE OF UTAH

Jeffrey J. Egbert, P.E., LEED A.P., M. ASCE
Senior Geotechnical Engineer

Reviewed by:

William G. Turner, P.E., M. ASCE
Senior Geotechnical Engineer

CMT TECHNICAL SERVICES

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1.0 INTRODUCTION

1.1 General

CMT Technical Services (CMT) was retained to conduct a geotechnical subsurface study for the proposed development of approximately 112 acres as a residential subdivision. The parcel is situated on the north side of Pony Express Parkway at about 2300 East in Eagle Mountain, Utah, as shown in the **Vicinity Map** below.



VICINITY MAP

1.2 Objectives, Scope and Authorization

The objectives and scope of our study were planned in discussions between Mr. Caden Hazard of Belle Street Partners, and Mr. Bill Turner of CMT. In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work included performing field exploration, which consisted of the excavating/logging/sampling of 20 test pits, performing laboratory testing on representative samples of the subsurface soils collected in the test pits, and conducting an office program, which consisted of correlating

available data, performing engineering analyses, and preparing this summary report. This scope of work was authorized by returning a signed copy of our proposal dated October 21, 2024, and executed on October 28, 2024.

1.3 Description of Proposed Construction

We understand that single family residences will be constructed at the site, which will likely have two levels of wood frame construction above grade and possibly a single level of reinforced concrete below grade (basement). We project that maximum structural loads for the residences will be on the order of 4,000 pounds per lineal foot for walls, 50,000 pounds for columns, and an average uniform loading not exceeding 100 pounds per square foot for floor slabs. If the structural loading conditions are different than we have projected, please notify us so that any appropriate modifications to our conclusions and recommendations contained herein can be made.

We also understand that pavements at the site will include internal residential streets which we anticipate will utilize asphalt pavement. Traffic is projected to consist of mostly automobiles and light trucks, a few daily medium-weight delivery trucks, a weekly garbage truck, and an occasional fire truck.

Site development will require some earthwork in the form of cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 5 to 10 feet. If deeper cuts or fills are planned, CMT should be notified to provide additional recommendations, if needed.

1.4 Executive Summary

Proposed residences can be supported upon conventional spread and continuous wall foundations. The most significant geotechnical aspects regarding site development include the following:

1. Topsoil up to approximately 12 inches in thickness, which will require removal beneath structures, flatwork, and pavements;
2. Subsurface natural soils predominately consist of GRAVEL (GM), with an occasional layer of SILTY CLAY (CL-ML) or Lean CLAY (CL), extending to the bottom of the test pits where refusal occurred on bedrock at depths of 6 inches to 7.5 feet below the existing ground surface;
3. Groundwater was not encountered in the test pits; and
4. Foundations may be placed entirely on suitable, undisturbed natural gravel soils, entirely on competent bedrock, or entirely on properly placed and compacted structural fill extending to suitable, undisturbed natural soils or bedrock.

CMT must assess that topsoil, undocumented fills, debris, disturbed or unsuitable soils have been removed and that suitable soils have been encountered prior to placing site grading fills, footings, slabs, and pavements.

In the following sections, detailed discussions pertaining to the site are provided, including subsurface descriptions, geologic/seismic setting, earthwork, foundations, lateral resistance, lateral pressure, floor slabs, and pavements.

2.0 FIELD EXPLORATION

To define and evaluate the subsurface soil and groundwater conditions, 20 test pits were excavated with a compact excavator at the site to depths of approximately 6 inches to 7.5 feet below the existing ground surface where refusal occurred on bedrock. Locations of the test pits are shown on ***Figure 1, Site Plan***, included in the Appendix. The field explorations were performed by experienced members of our geotechnical staff.

Representative samples of the subsurface soils encountered were collected by obtaining disturbed "grab" samples from within the test pits. The samples were sealed in plastic bags prior to transport to the laboratory.

The subsurface soils encountered in the test pits were classified in the field based upon visual and textural examination, logged and described in general accordance with ASTM[1] D-2488. These field classifications were supplemented by subsequent examination and testing of select samples in our laboratory. Graphical representations of the subsurface conditions encountered are presented on each individual Test Pit Log, ***Figures 2 through 21***, included in the Appendix. A Key to Symbols defining the terms and symbols used on the logs, is provided as ***Figure 22*** in the Appendix.

Upon completion of logging and sampling, the test pits were backfilled with the excavated soils. When backfilling, minimal to no effort was made to compact the backfill and no compaction testing was performed. Thus, the test pit backfill is considered undocumented fill and settlement of the backfill in the test pits over time should be anticipated.

3.0 LABORATORY TESTING

Selected samples of the subsurface soils were subjected to various laboratory tests to assess pertinent engineering properties, as follows:

1. Moisture Content, ASTM D-2216, Percent moisture representative of field conditions
2. Atterberg Limits, ASTM D-4318, Plasticity and workability
3. Gradation Analysis, ASTM D-1140/C-117, Grain Size Analysis

Laboratory test results are presented on the test pit logs (***Figures 2 through 21***) and in the **Lab Summary Table** on the following page:

[1]American Society for Testing and Materials

LAB SUMMARY TABLE

TEST	DEPTH	SOIL	SAMPLE	MOISTURE	GRADATION			ATTERBERG LIMITS		
PIT	(feet)	CLASS	TYPE	CONTENT(%)	GRAV.	SAND	FINES	LL	PL	PI
TP-1	1	CL-ML	Grab	7	6	30	64	21	17	4
TP-1	5	GM	Grab	8	31	25	44			
TP-2	0	GM	Grab	6	26	23	51			
TP-3	0.5	GM	Grab	7	48	18	34			
TP-4	0	GM	Grab	3	62	14	24			
TP-5	0.5	GM	Grab	5	48	20	32			
TP-6	1	GM	Grab	5	41	19	40			
TP-7	0	GM	Grab	5	53	15	32			
TP-8	0.5	GM	Grab	6	41	24	35			
TP-9	1	GM	Grab	7	44	30	26			
TP-10	0	GM	Grab	6	45	18	37			
TP-11	1	GM	Grab	4	62	15	23			
TP-12	1	GM	Grab	3	49	20	31			
TP-13	0	GM	Grab	5	38	22	40			
TP-14	2	GM	Grab	12	55	18	27			
TP-15	0.5	GM	Grab	6	33	29	38			
TP-16	1	GM	Grab	8	56	18	26			
TP-17	0.5	CL	Grab	12	0	33	67	39	31	8
TP-18	0.5	GM	Grab	5	65	12	23			
TP-19	0.5	GM	Grab	9	41	15	44			
TP-20	0	GM	Grab	6	52	16	32			

4.0 GEOLOGIC & SEISMIC CONDITIONS

4.1 Geologic Setting

The subject site is located on the boundary between Cedar Valley and Utah Valley in north-central Utah on the west side of Utah Lake. The site sits at elevations between approximately 5,060 and 5,290 feet above sea level. Both valleys are deep, sediment-filled basins that are part of the Basin and Range Physiographic Province. The valleys were formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods, and are bordered by the Wasatch Mountain Range on the east and Oquirrh Mountains on the west. The valleys are located within the Intermountain Seismic Belt, a zone of active tectonism and seismic activity extending from southwestern Montana to southwestern Utah. The active (evidence of movement within the last 10,000 years) Wasatch Fault Zone is part of the Intermountain Seismic Belt and extends from southeastern Idaho to central Utah along the western base of the Wasatch Mountain Range.

Much of northwestern Utah, including Cedar and Utah Valleys, was also previously covered by the Pleistocene age Lake Bonneville. Utah Lake, which currently occupies much of the western portion of Utah Valley, is a remnant of this ancient freshwater lake. Lake Bonneville reached a high-stand elevation of between approximately 5,100 and 5,200 feet above sea level at between 18,500 and 17,400 years ago. Approximately

17,400 years ago, the lake breached its basin in southeastern Idaho and dropped by almost 300 feet relatively fast as water drained into the Snake River. Following this catastrophic release, the lake level continued to drop slowly over time, primarily driven by drier climatic conditions, until reaching the current levels of Utah Lake and the larger Great Salt Lake to the north. Shoreline terraces formed at the high-stand elevation of the lake and several subsequent lower lake levels are visible in places on the mountain slopes surrounding the valley. Much of the sediment within the valleys was deposited as lacustrine sediments during both the transgressive (rise) and regressive (fall) phases of Lake Bonneville and in older, pre-Bonneville lakes that previously occupied the basin.

The geology of the USGS 7.5 Minute Saratoga Springs and Cedar Fort, Utah Quadrangles, including the location of the subject site, have both been mapped by Biek[2,3]. The surficial geology on the subject site and adjacent properties is mostly mapped as "Butterfield Peaks Formation" (Map Unit IPobp) dated as Middle to Lower Pennsylvanian, "Lacustrine gravel and sand" (map unit Qlgb) dated as upper Pleistocene, and "Alluvial-fan and colluvial deposits" (map unit Qafc) dated to be Holocene to upper Pleistocene.

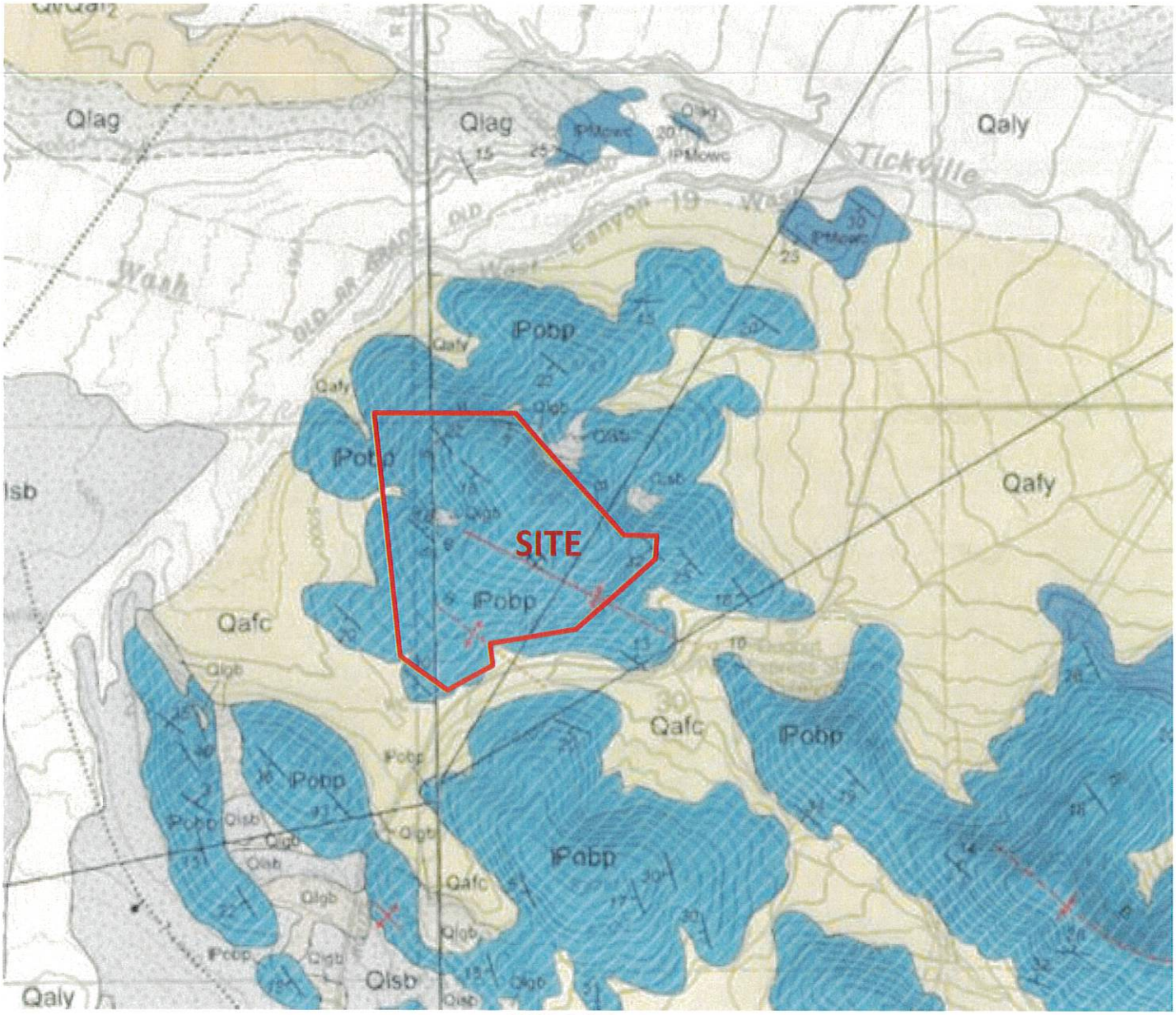
Unit IPobp is described in the referenced mapping as "Interbedded, brown-weathering, fine grained calcareous sandstone, medium gray, fine grained sandy limestone, minor orthoquartzite, and several limestone intervals, four of which are mapped separately; typically cyclically interbedded with several tens of feet of calcareous sandstone capped by gray limestone several feet thick; contains minor siltstone and mudstone interbeds that are very poorly exposed; forms ledgy to cliffy slopes. ... Measured section is 3,283 feet (1,166 m) thick, ..."

Unit Qlgp is described in the referenced map as "Moderately to well-sorted, moderately to well-rounded, clast supported, pebble to cobble gravel and lesser pebbly sand; thin to thick bedded; typically interbedded with or laterally gradational to sand and silt facies; gastropods common in sandy lenses; locally partly cemented with calcium carbonate; Qlgb deposited at and below highest Bonneville shoreline, and Qlgp deposited at and below the Provo shoreline; forms beach ridges, terraces, bars, and spits; 0 to 50 feet (0-15 m) thick."

Unit Qafc is described in the referenced map as "Poorly to moderately sorted, clay- to boulder-size sediment deposited by debris flows and slopewash in large, partly enclosed basins at the north end of Lake Mountain; 0 to about 40 feet (0-12 m) thick."

No fill has been mapped at the location of the site on the geologic map. Refer to the **Geologic Map**, on the following page.

[2]Robert F. Biek, 2004, Geologic map of the Saratoga Springs 7.5' quadrangle, Utah County, Utah. M-201. UGS. 1:24,000 scale.
[3]Robert F. Biek, 2004, Geologic map of the Cedar Fort 7.5' quadrangle, Utah County, Utah. M-202. UGS. 1:24,000 scale.



GEOLOGIC MAP

4.2 Faulting

No surface fault traces are shown on the referenced geologic map crossing, adjacent to, or projecting toward the subject site. The nearest active (movement in the last 10,000 years) fault is the Provo section of the Wasatch fault zone, 13.8 miles to the east.

4.3 Seismicity

4.3.1 Site Class

Utah has adopted the International Building Code (IBC) 2021, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2021 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE[4] 7-16, which stipulates that the average values of shear wave velocity, blow count and/or shear strength within the upper 100 feet (30 meters) be utilized to determine seismic site class.

Based on average shear wave velocity data within the upper 30 meters ($V_{S,30}$) published by McDonald and Ashland[5], the subject site is located within unit description QafoC, which has a log-mean $V_{S,30}$ of 502 meters per second (1647 feet per second). Thus, it is our opinion the site best fits Site Class C – Very Dense Soil and Soft Rock, which we recommend for seismic structural design.

4.3.2 Seismic Design Category

The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period spectral accelerations for the Site Class B/C boundary and the Risk-Targeted Maximum Considered Earthquake (MCE_R). This Site Class B/C boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2021 Table R301.2.2.1.1) are based upon the Site Class as addressed in the previous section. For Site Class C at site grid coordinates of 40.3584 degrees north latitude and -111.9988 degrees west longitude, $\mathbf{S_{DS}}$ is 0.647 and the **Seismic Design Category** is D_0.

4.3.3 Liquefaction

Liquefaction is defined as the condition when saturated, loose, sandy soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event. Clayey soils, even if saturated, will generally not liquefy during a major seismic event.

The site is located within an area designated by the Utah Geologic Survey[6] as having "Very Low" liquefaction potential. This is defined as having a less than 5% probability that with a 100-year period an earthquake strong enough to cause liquefaction will occur.

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[4]American Society of Civil Engineers

[5] McDonald, G.N. and Ashland, F.X., 2008, "Earthquake Site-Conditions Map for the Wasatch Front Urban Corridor, Utah," Utah Geological Survey Special Study 125, 41 pp.

[6] Utah Geological Survey, "Liquefaction-Potential Map for a Part of Utah County, Utah," Utah Geological Survey Public Information Series 28, August 1994. https://ugspub.nr.utah.gov/publications/public_information/pi-28.pdf

A special liquefaction study was not performed for this site. We predominately encountered unsaturated gravel underlain by shallow bedrock. In our opinion, based upon the conditions encountered, liquefaction will not occur at this site.

4.4 Other Geologic Hazards

No landslide deposits or features, including lateral spread deposits, are mapped on or adjacent to the site. The site is not located within a currently known or mapped potential debris flow, stream flooding, or rock fall hazard area.

5.0 SITE CONDITIONS

5.1 Surface Conditions

At the time the test pits were excavated the site consisted of a hilly area of open range land vegetated with some grasses, weeds, and sage brush. Based upon aerial photos dating back to 1993 that are readily available on the internet, the area has remained range land with residential development occurring all around since that time. The portion of Pony Express Parkway that borders the site on the south appears to have been constructed between 2002 and 2003 (see **Vicinity Map** in **Section 1.1** above).

5.2 Subsurface Soils

At the locations of the test pits we encountered approximately 6 to 12 inches of topsoil at the surface. At many of the test pit locations we encountered only approximately 6 inches of soil over the bedrock. Natural soils encountered predominately consisted of Silty GRAVEL (GM) with varying amounts of sand, cobbles, or boulders. At the location of TP-1, below the topsoil, we encountered a layer of Sandy SILTY CLAY (CL-ML) extending to approximately 4 feet below the ground surface, followed by gravel. Also, in TP-17 we encountered a thin layer of Sandy Lean CLAY (CL) overlying the bedrock.

The natural gravel soils were slightly moist and estimated to be in a loose to very dense state. These soils are also projected to exhibit moderately high bearing strength and low compressibility characteristics. The silt/clay soils were slightly moist to moist and estimated to be of medium stiff consistency. The silt/clay soils are projected to exhibit moderate bearing strength characteristics with moderate compressibility characteristics.

For a more descriptive interpretation of subsurface conditions, please refer to the test pit logs, ***Figures 2 through 21***, which graphically represent the subsurface conditions encountered. The lines designating the interface between soil types on the logs generally represent approximate boundaries - in situ, the transition between soil types may be gradual.

5.3 Groundwater

We did not encounter groundwater at the time of our field explorations within the maximum depth explored of about 7.5 feet below the existing ground surface. There is a potential that water perched on the bedrock could be encountered in wetter seasons.

Groundwater levels can fluctuate seasonally and in response to numerous other factors such as heavy precipitation, irrigation of neighboring land, and other unforeseen factors. The detailed evaluation of these and other factors, which may be responsible for ground water fluctuations, and the magnitude of potential fluctuations, is beyond the scope of this study.

5.4 Site Subsurface Variations

Based on the results of the subsurface explorations and our experience, variations in the continuity and nature of subsurface conditions should be anticipated. Due to the heterogeneous characteristics of natural soils, care should be taken in interpolating or extrapolating subsurface conditions between or beyond the exploratory locations.

Also, after completing the logging and sampling, the test pits were backfilled with the excavated soils but minimal to no effort was made to compact these soils. Thus, the test pit backfill is considered undocumented fill and settlement of the backfill in the test pits over time should be anticipated.

6.0 SITE PREPARATION AND GRADING

6.1 General

All deleterious materials should be stripped from the site prior to commencement of construction activities. This includes vegetation, topsoil, loose and disturbed soils, etc. Based upon the conditions observed in the test pits there is topsoil on the surface of the site which we estimated to be about 6 to 12 inches in thickness. When stripping and grubbing, topsoil should be distinguished by the apparent organic content and not solely by color; thus we estimate that topsoil stripping will need to include the upper 4 to 10 inches.

Following clearing and grubbing the subgrade should be observed by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

Fill placed over large areas to raise overall site grades can induce settlements in the underlying natural soils. If more than 5 feet of site grading fill is anticipated over the natural ground surface, we should be notified to assess potential settlements and provide additional recommendations as needed. These recommendations may include placement of the site grading fill far in advance to allow potential settlements to occur prior to construction.

6.2 Temporary Excavations

Excavations deeper than about 8 to 10 feet are not anticipated at the site. Groundwater was not encountered within the depths explored, about 6 inches to 7.5 feet at the time of our field explorations, and thus is not anticipated to be encountered in excavations. However, during wetter months water could potentially perch on the shallow bedrock. Heavy and/or specialized equipment will likely be required to excavate into the bedrock.

In clayey (cohesive) soils and competent bedrock, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V).

For sandy/gravelly (cohesionless) soils, temporary construction excavations not exceeding 4 feet in depth should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult to maintain and will require very flat side slopes and/or shoring, bracing and dewatering.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

6.3 Fill Material

Following are our recommendations for the various fill types we anticipate will be used at this site:

FILL MATERIAL TYPE	DESCRIPTION | RECOMMENDED SPECIFICATION
Structural Fill	Placed below structures, flatwork and pavement. Well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, a maximum 50% passing No. 200 sieve, and a maximum Plasticity Index of 15.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material (see discussion below).
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5-inch to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equivalent (see **Section 6.6**).

Some onsite gravel soils may be suitable for use as structural fill, if processed to meet the requirements given above, and may also be used in site grading fill and non-structural fill situations.

On-site clay soils are not suitable for use as structural fill but may be used as site grading fill and non-structural fill. Note that these soils are inherently more difficult to work with in proper moisture conditioning (they are very sensitive to changes in moisture content), requiring very close moisture control during placement and compaction. This will be very difficult, if not impossible, during wet and cold periods of the year. We also recommend the site grading fill thickness using on-site clay soils not exceed a maximum of 3 feet below structures, to minimize potential settlements.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

6.4 Fill Placement and Compaction

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO[7] T-180) in accordance with the following recommendations:

LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
Beneath an area extending at least 4 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill) extending at least 2 feet beyond the perimeter	0 to 5 5 to 8	95 98
Site grading fill outside area defined above	0 to 5 5 to 8	92 95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5 5 to 8	90 92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

6.5 Utility Trenches

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA[8] requirements.

[7] American Association of State Highway and Transportation Officials
[8] American Public Works Association

All utility trench backfill material below structurally loaded facilities (foundations, floor slabs, flatwork, parking lots/drive areas, etc.) should be placed at the same density requirements established for structural fill in the previous section.

Most utility companies and local governments are requiring Type A-1a or A-1b (AASHTO Designation) soils (sand/gravel soils with limited fines) be used as backfill over utilities within public rights of way, and the backfill be compacted over the full depth above the bedding zone to at least 96% of the maximum dry density as determined by AASHTO T-180 (ASTM D-1557).

Where the utility does not underlie structurally loaded facilities and public rights of way, natural soils may be utilized as trench backfill above the bedding layer, provided they are properly moisture conditioned and compacted to the minimum requirements stated above in **Section 6.4**.

6.6 Stabilization

The natural clay soils at this site will likely be susceptible to rutting and pumping. The likelihood of disturbance or rutting and/or pumping of the existing natural soils is a function of the soil moisture content, the load applied to the surface, as well as the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the surface by using lighter equipment and/or partial loads, by working in drier times of the year, or by providing a working surface for the equipment. Rubber-tired equipment particularly, because of high pressures, promotes instability in moist/wet, soft soils.

If rutting or pumping occurs, traffic should be stopped and the disturbed soils should be removed and replaced with stabilization material. Typically, a minimum of 18 inches of the disturbed soils must be removed to be effective. However, deeper removal is sometimes required.

To stabilize soft subgrade conditions (if encountered), a mixture of coarse, clean, angular gravels and cobbles and/or 1.5- to 2.0-inch clean gravel should be utilized, as indicated above in **Section 6.3**. Often the amount of gravelly material can be reduced with the use of a geotextile fabric such as Mirafi RS280i or equivalent. Its use will also help avoid mixing of the subgrade soils with the gravelly material. After excavating the soft/disturbed soils, the fabric should be spread across the bottom of the excavation and up the sides a minimum of 18 inches. Otherwise, it should be placed in accordance with the manufacturer's recommendation, including proper overlaps. The gravel material can then be placed over the fabric in compacted lifts as described above.

6.7 Slope Stability

We anticipate that cut and fill slopes will be created to construct the residential streets throughout the site. We recommend that permanent cut and fill slopes be no steeper than 2H:1V (Horizontal:Vertical) and no higher than 15 feet without site-specific analysis by CMT.

7.0 FOUNDATION RECOMMENDATIONS

The following recommendations have been developed based on the previously described project characteristics, including the maximum structural loads discussed in **Section 1.3**, the subsurface conditions observed in the field and the laboratory test data, and standard geotechnical engineering practice.

7.1 Foundation Recommendations

Based on our geotechnical engineering analyses, the proposed residences may be supported upon conventional spread and/or continuous wall foundations placed on entirely on suitable, undisturbed natural gravel soils, entirely on competent bedrock, or entirely on structural fill extending to suitable natural soils or bedrock. Footings may be designed using a net bearing pressure of 4,000 psf.

The term "net bearing pressure" refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

7.2 Installation

Under no circumstances shall foundations be placed on undocumented fill, topsoil with organics, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If other unsuitable soils are encountered, they must be completely removed and replaced with properly compacted structural fill. We also recommend that footings not be supported partly on natural soils or structural fill and partly on bedrock, to reduce the potential for excess differential settlement.

Deep, large roots may be encountered where trees and larger bushes are located or were previously located at the site; such large roots should be removed. The base of footing excavations should be observed by a CMT geotechnical engineer to assess if suitable bearing soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with **Section 6** above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is 2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

The minimum thickness of structural fill below footings should be equivalent to one-third the thickness of structural fill below any other portion of the foundations. For example, if the maximum depth of structural fill is 6 feet, all footings for the new structure should be underlain by a minimum 2 feet of structural fill.

7.3 Estimated Settlement

Foundations designed and constructed in accordance with our recommendations could experience some settlement, but we anticipate that total settlements of footings founded as recommended above will not exceed 1 inch, with differential settlements on the order of 0.5 inches over a distance of 25 feet. We expect approximately 50% of the total settlement to initially take place during construction.

7.4 Lateral Resistance

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.40 for natural gravel soils and structural fill, or 0.45 for competent bedrock, may be utilized for design. Passive resistance provided by properly placed and compacted natural gravel soils or structural fill above the water table may be considered equivalent to a fluid with a density of 425 pcf. A combination of passive earth resistance and friction may be utilized if the passive resistance component of the total is divided by 1.5.

8.0 LATERAL EARTH PRESSURES

Excavation into bedrock would be required to construct basements for most of the site. The lateral earth pressure values given below are for a backfill material that will consist of drained natural gravel soils or structural fill placed and compacted in accordance with the recommendations presented herein. If other soil types will be used as backfill, we should be notified so that appropriate modifications to these values can be provided, as needed.

The lateral pressures imposed upon subgrade facilities will depend upon the relative rigidity and movement of the backfilled structure. Following are the recommended lateral pressure values, which also assume that the soil surface behind the wall is horizontal and that the backfill within 3 feet of the wall will be compacted with hand-operated compacting equipment. For subgrade walls less than 12 feet high employing a seismic at-rest lateral earth pressure for design is not needed.

CONDITION	STATIC (psf/ft)*	SEISMIC (psf/ft)**
Active Pressure (wall is allowed to yield, i.e. move away from the soil, with a minimum 0.001H movement/rotation at the top of the wall, where "H" is the total height of the wall)	35	18
At-Rest Pressure (wall is not allowed to yield)	55	N/A
Passive Pressure (wall moves into the soil)	425	140

*Equivalent Fluid Pressure (applied at 1/3 Height of Wall)
**Equivalent Fluid Pressure (added to static and applied at 1/3 Height of Wall)

9.0 FLOOR SLABS

Floor slabs may be established upon suitable, undisturbed, natural gravel soils and/or on structural fill extending to suitable natural soils or bedrock. Under no circumstances shall floor slabs be established directly on bedrock, or any topsoil, undocumented fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

To facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of "free-draining" fill, such as "pea" gravel or 3/4-inch to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs should have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

10.0 DRAINAGE RECOMMENDATIONS

10.1 Surface Drainage

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around each residence should be sloped to provide drainage away from the foundations. We recommend a minimum slope of 4 inches in the first 10 feet away from the structure. This slope should be maintained throughout the lifetime of the structure.

2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.

3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.

4. Landscape sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Overwatering should be avoided.

5. Other precautions that may become evident during construction.

10.2 Foundation Subdrains

The natural soils encountered at this site primarily consisted of gravel (GM), which is a Group 1 soil per IRC[9] 2021. However, given the potential for water to perch on the shallow bedrock, we recommend foundation drains be constructed, particularly where the bedrock is excavated for foundations.

Foundation subdrains should consist of a 4-inch diameter perforated or slotted plastic or PVC pipe surrounded by clean gravel. The invert of the subdrain should be at least 2 feet below the top of the lowest adjacent floor slab. The gravel portion of the drain should extend a minimum 2 inches laterally and below the perforated pipe and at least 1 foot above the top of the lowest adjacent floor slab. The gravel zone must be installed immediately adjacent to the perimeter footings and the foundation walls. To reduce the possibility of plugging, the gravel must be wrapped with a geotextile, such as Mirafi 140N or equivalent. Prior to the installation of the footing subdrain, the below-grade walls should be dampproofed. The slope of the subdrain should be at least 0.5%. The gravel placed around the drainpipe should be clean 3/4-inch to 1-inch minus gap-graded gravel and/or "pea" gravel. The foundation subdrains can be discharged into the area subdrains, storm drains, or other suitable down-gradient location.

11.0 PAVEMENTS

All pavement areas must be prepared as discussed above in **Section 6.1**. Under no circumstances shall pavements be established over topsoil, undocumented fills (if encountered), loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In roadway areas, subsequent to stripping and prior to the placement of pavement materials, the exposed subgrade must be proof rolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered, we recommend they be removed to a minimum of 18 inches below the subgrade level and replaced with structural fill.

We anticipate the natural clay soils encountered near the surface in a couple of the test pits will exhibit poor pavement support characteristics when saturated or nearly saturated. Based on our laboratory testing experience with similar soils, our pavement design utilized a California Bearing Ratio (CBR) of 3 for the natural silt/clay soils.

[9] International Residential Code

Given the projected traffic as discussed above in **Section 1.3**, and Eagle Mountain Standards, the following pavement section is recommended for approximately 4 ESAL's (18-kip equivalent single-axle loads) per day:

MATERIAL	PAVEMENT SECTION THICKNESS (inches)	
Asphalt	**3**	**3**
Road-Base	**6**	**6**
Subbase	**9**	**0***
Total Thickness	**18**	**9**

*Where competent bedrock is the subgrade

Untreated base course (UTBC) should conform to city specifications, or to 1-inch-minus UDOT specifications for A–1-a/NP, and have a minimum CBR value of 70%. Material meeting our specification for structural fill can be used for subbase, as long as the fines content (percent passing No. 200 sieve) does not exceed 15%. Roadbase and subbase material should be compacted as recommended above in **Section 6.4**. Asphalt material generally should conform to APWA requirements, having a ½-inch maximum aggregate size, a 75-gyration Superpave mix containing no more than 15% of recycled asphalt (RAP) and a PG58-28 binder.

12.0 QUALITY CONTROL

We recommend that CMT be retained as part of a comprehensive quality control testing and observation program. With CMT on-site we can help facilitate implementation of our recommendations and address, in a timely manner, any subsurface conditions encountered which vary from those described in this report. Without such a program CMT cannot be responsible for application of our recommendations to subsurface conditions which may vary from those described herein. This program may include, but not necessarily be limited to, the following:

12.1 Field Observations

Observations should be completed during all phases of construction such as site preparation, foundation excavation, structural fill placement and concrete placement.

12.2 Fill Compaction

Compaction testing by CMT is required for all structural supporting fill materials. Maximum Dry Density (Modified Proctor, ASTM D-1557) tests should be requested by the contractor immediately after delivery of any fill materials. The maximum density information should then be used for field density tests on each lift as necessary to ensure that the required compaction is being achieved.

12.3 Excavations

All excavation procedures and processes should be observed by a geotechnical engineer from CMT or their representative. In addition, for the recommendations in this report to be valid, all backfill and structural fill placed in trenches and all pavements should be density tested by CMT. We recommend that freshly mixed concrete be tested by CMT in accordance with ASTM designations.

13.0 LIMITATIONS

The recommendations provided herein were developed by evaluating the information obtained from the subsurface explorations and soils encountered therein. The exploration logs reflect the subsurface conditions only at the specific location at the particular time designated on the logs. Soil and ground water conditions may differ from conditions encountered at the actual exploration locations. The nature and extent of any variation in the explorations may not become evident until during the course of construction. If variations do appear, it may become necessary to re-evaluate the recommendations of this report after we have observed the variation.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at 801-492-4132. To schedule materials testing, please call 801-381-5141.

Circle 5 Ranch

About 2300 E. Pony Express Pkwy, Eagle Mountain, UT

Key to Symbols

Date: 11/5/24
Job #: 23414

① Depth (ft)	② GRAPHIC LOG	③ Soil Description	④ Sample Type	⑤ Sample #	⑥ Moisture (%)	⑦ Dry Density(pcf)	Gradation ⑧ Gravel %	Sand %	Fines %	Atterberg ⑨ LL	PL	PI

COLUMN DESCRIPTIONS

① **Depth (ft.):** Depth (feet) below the ground surface (including groundwater depth - see below right).

② **Graphic Log:** Graphic depicting type of soil encountered (see ② below).

③ **Soil Description:** Description of soils, including Unified Soil Classification Symbol (see below).

④ **Sample Type:** Type of soil sample collected; sampler symbols are explained below-right.

⑤ **Sample #:** Consecutive numbering of soil samples collected during field exploration.

⑥ **Moisture (%):** Water content of soil sample measured in laboratory (percentage of dry weight).

⑦ **Dry Density (pcf):** The dry density of a soil measured in laboratory (pounds per cubic foot).

⑧ **Gradation:** Percentages of Gravel, Sand and Fines (Silt/Clay), obtained from lab test results of soil passing the No. 4 and No. 200 sieves.

⑨ **Atterberg:** Individual descriptions of Atterberg Tests are as follows:

LL = Liquid Limit (%): Water content at which a soil changes from plastic to liquid behavior.

PL = Plastic Limit (%): Water content at which a soil changes from liquid to plastic behavior.

PI = Plasticity Index (%): Range of water content at which a soil exhibits plastic properties (= Liquid Limit - Plastic Limit).

STRATIFICATION	
Description	**Thickness**
Seam	Up to ½ inch
Lense	Up to 12 inches
Layer	Greater than 12 in.
Occasional	1 or less per foot
Frequent	More than 1 per foot

MODIFIERS
Trace
<5%
Some
5-12%
With
> 12%

MOISTURE CONTENT
Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp / moist to the touch, but no visible water.
Wet: Visible water, usually soil below groundwater.

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

MAJOR DIVISIONS			USCS SYMBOLS	②	TYPICAL DESCRIPTIONS
COARSE-GRAINED SOILS More than 50% of material is larger than No. 200 sieve size.	GRAVELS The coarse fraction retained on No. 4 sieve.	CLEAN GRAVELS (< 5% fines)	GW		Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
			GP		Poorly-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
		GRAVELS WITH FINES (≥ 12% fines)	GM		Silty Gravels, Gravel-Sand-Silt Mixtures
			GC		Clayey Gravels, Gravel-Sand-Clay Mixtures
	SANDS The coarse fraction passing through No. 4 sieve.	CLEAN SANDS (< 5% fines)	SW		Well-Graded Sands, Gravelly Sands, Little or No Fines
			SP		Poorly-Graded Sands, Gravelly Sands, Little or No Fines
		SANDS WITH FINES (≥ 12% fines)	SM		Silty Sands, Sand-Silt Mixtures
			SC		Clayey Sands, Sand-Clay Mixtures
FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	SILTS AND CLAYS Liquid Limit less than 50%		ML		Inorganic Silts and Sandy Silts with No Plasticity or Clayey Silts with Slight Plasticity
			CL		Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
			OL		Organic Silts and Organic Silty Clays of Low Plasticity
	SILTS AND CLAYS Liquid Limit greater than 50%		MH		Inorganic Silts, Micacious or Diatomacious Fine Sand or Silty Soils
			CH		Inorganic Clays of High Plasticity, Fat Clays
			OH		Organic Silts and Organic Clays of Medium to High Plasticity
HIGHLY ORGANIC SOILS			PT		Peat, Soils with High Organic Contents

Note: Dual Symbols are used to indicate borderline soil classifications (i.e. GP-GM, SC-SM, etc.).

SAMPLER SYMBOLS

- Block Sample
- Bulk/Bag Sample
- Modified California Sampler 3.5" OD, 2.42" ID
- D&M Sampler
- Rock Core
- Standard Penetration Split Spoon Sampler
- Thin Wall (Shelby Tube)

WATER SYMBOL

- Encountered Water Level
- Measured Water Level (see Remarks on Logs)

1. The results of laboratory tests on the samples collected are shown on the logs at the respective sample depths.
2. The subsurface conditions represented on the logs are for the locations specified. Caution should be exercised if interpolating between or extrapolating beyond the exploration locations.
3. The information presented on each log is subject to the limitations, conclusions, and recommendations presented in this report.

CMT TECHNICAL SERVICES

Figure: 22

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JUNE 2, 2026**
TITLE:	INFORMATION - Proposed Property Tax Impact Schedule
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	$6,958,141
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
No

PREPARED BY
Kimberly Ruesch, Finance Director

PRESENTED BY

RECOMMENDATION:
N/A

BACKGROUND:
On May 5, 2026, the City Council adopted the tentative budget for fiscal year 2026-2027 which includes a proposed property tax rate increase. A public hearing date for August 6, 2026 at 6:00PM has been set to receive public comment regarding the proposed increase in property tax revenue. The Proposed Property Tax Impact Schedule was presented on May 5, 2026 and includes:

- The approximate dollar amount of additional ad valorem tax revenue that would be generated by the proposed tax rate increase.
- The approximate percentage increase in tax revenue that is based on the proposed tax rate increase.
- The approximate percentage increase to the amount of property taxes paid on an average residence per year as a result of the proposed tax rate increase.
- The approximate percentage of increase to the amount of property taxes paid on an average commercial property per year as a result of the proposed tax rate increase.
- The purpose of the proposed property tax increase.

State statute requires that the Property Tax Impact Schedule be included as a separate document from all other budget documents at each City Council meeting prior to June 30 where the proposed budget is being discussed.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Proposed Property Tax Impact Schedule 05-05-2026

Proposed Property Tax Impact Schedule

Eagle Mountain City will consider an increase to its property tax rate to generate an additional $6,958,141. The following information is intended to provide decision makers and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.

Eagle Mountain City's Current Property Tax Rate	0.000534
Eagle Mountain City's Current Property Tax Revenue	$2,839,998
Proposed Revenue with Tax Change	$9,798,139
New Property Tax Revenue to Eagle Mountain City	**$6,958,141**

Estimated increase to Eagle Mountain City's Property Tax Revenue 245%

Estimated increase to average primary residence:
Market Value $500,000 Estimated tax increase $359.79 Total City Tax $506.64

Estimated increase to average business:
Market Value $2,554,303 Estimated tax increase $4,705.86

Affected Budget	Proposed Budget	Budget No Tax Change	Budget Change
Sheriff Contract	$9,798,139	$8,290,000	$1,507,939

If a new property tax increase is approved, the revenue will be used to fund essential public safety operations at the level approved by the City Council. These funds help support core functions of the Utah County Sheriff's Office – Eagle Mountain Division, including the addition of deputies to meet the growth of the City.

Upcoming Staff Agenda Items for City Council Information (Tentative)

Development Projects

- PH Sunset Mountain Property Rezone

Code Amendments

- PH Enacting Section on Addressing and Street Naming (WS DISC 1/20)
- PH Amending EMMC 16.15 Concept Plans
- PH Creation of EMMC 17.64 Alternative Energy Overlay Zone

Other Items

- PH Future Land Use Map – General Plan Amendment
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties (2/3)

Redevelopment Agency

- PH Mid-Valley CRA Project Area Plan & Budget

Items Tabled from City Council

Please note all items are tentative and are subject to change.

Updated 5/27/2026 - LM