EAGLE MOUNTAIN
CITY COUNCIL MEETING

OCTOBER 1, 2024, 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. PRESENTATION – General Plan Survey – OnPointe Insights

   1.B. DISCUSSION – Gardner Farms Master Development Plan

   1.C. DISCUSSION – Get Healthy Utah Designation

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

3. 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; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

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

8. CITY COUNCIL/MAYOR ITEMS
   Time has been set aside for the City Council and Mayor to make comments.

9. APPOINTMENTS

   9.A. Senior Citizens Advisory Council

   1. Mary Hammond – Completing a 4-year term through 2025

CONSENT AGENDA

10. MINUTES

10.A. September 17, 2024 Minutes – Regular City Council Meeting

11. PRELIMINARY PLATS & SITE PLANS

11.A. SITE PLAN – Freddy's Frozen Custard and Steakburgers

12. RESOLUTIONS

12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with GSBS Architects for Consulting Work Related to the General Plan Update.

12.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Mountainland Association of Governments for Funding for the Mid Valley Road Feasibility Study from Pony Express Parkway to Mountain View Corridor.

12.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Settlement Agreement and Mutual Release of Claims with W.W. Clyde & Co.

12.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual Regarding Firearms.

12.E. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Appointing Kenneth A. Brown, Jr. to Serve as a Hearing Examiner and Directing Staff to Refer Business License Issues to the Hearing Examiner.

12.F. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Legal Services Agreement with Kenneth A. Brown, Jr.

12.G. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Public Art Plan.

12.H. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.

12.I. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Declaring Surplus Property – Fleet Vehicles.

SCHEDULED ITEMS

13. ORDINANCES/PUBLIC HEARINGS

13.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adjusting the Boundary Line of Certain Real Property From the Geographical Boundaries of the Town of Cedar Fort to the Geographical Boundaries of Eagle Mountain City.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed ordinance adjusts the municipal boundaries between Eagle Mountain and Cedar Fort in accordance with Utah Code Section 10-2-419 for 120 acres on two parcels of land directly west of the Tyson plant, Utah County Parcel Numbers 59:049:0008 and 59:049:0050.

13.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions.

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed code amendment establishes the definition of a building envelope. Building envelopes are typically depicted with a diagram showing setbacks and easements. The setbacks are typically thought to only apply to primary structures; however, without language stating setbacks only apply to primary structures, they apply to all structures. The purpose of this code amendment is to clearly establish that the building envelopes shown on final plats only apply to primary structures and detached accessory dwelling units.

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 8.07 Nuisance Abatement and 8.15 Noise.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed code amendments to EMMC 8.15 Noise make it permissible to exceed 65 dB during certain times of the day to allow for certain ordinary activities. The proposed amendments to EMMC 8.07 Nuisance Abatement requires property owners to remove graffiti within 7 days after discovery. An extension of up to 14 additional days may be granted for good cause shown. This item was tabled at the September 17, 2024 City Council meeting.

15. RESOLUTIONS

15.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Establishing a Mortgage Assistance Program.

BACKGROUND: *(Presented by Director of Legislative Affairs Clifford Strachan)* The proposed Mortgage Assistance Program, one of five moderate income housing strategies included in the City's General Plan, is targeted at public employees whose household income is below 120% AMI, and who would purchase and occupy a home located in Eagle Mountain. As drafted, the program would provide qualified applicants with a $15,000 down payment loan at 0%, in second position, which is fully forgivable by 15 years. The program would be administered by Eagle Mountain City and funded by an appropriation of the Redevelopment Agency of Eagle Mountain City's Community Reinvestment Project Area housing funds.

16. LEGISLATIVE ITEMS

16.A. UPDATE – Legislative Priority List

17. 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.

18 COMMUNICATION ITEMS

18.A. Financial Report

18.B. Upcoming Agenda Items

19. ADOURNMENT

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

By 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 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 26th day of September, 2024, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	PRESENTATION - General Plan Survey - OnPointe Insights
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-Initiated

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

PUBLIC HEARING
No

PREPARED BY
Brandon Larsen, Planning Director

PRESENTED BY
Brandon Larsen, Ron Gailey

RECOMMENDATION:
N/A - This is a discussion item only.

BACKGROUND:
OnPointe Insights will be presenting their data and findings for the survey they did relative to the General Plan Update. The survey data was collected in July and August of this year. More than 1300 people participated in this random-sample, statistically significant survey. The results of the survey will help the City know where to focus their efforts in policy consideration as the General Plan is updated.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
None

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	Gardner Farms Master Development
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Chase Bryan

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Agriculture / Employment Center/Campus	160.93

PUBLIC HEARING
No

PREPARED BY
David Stroud, Senior Planner

PRESENTED BY
David Stroud

RECOMMENDATION:
Staff recommends the City Council provide feedback regarding the Garner Farms Master Development Plan.

BACKGROUND:
The applicant submitted a plan to develop commercial and residential uses on 160 acres. Intermountain Health owns 40 of the acres but is not developing the property at this time. The remaining 120 acres is proposed to be developed with commercial and residential uses. Residential will consist of singe-family, townhomes, and stacked multi-family. The proposed zones are RC, MF2, and CR. The property is adjacent to Eagle Mountain Boulevard to the east, and land to the north, west, and south is under the jurisdictional control of Utah County.

ITEMS FOR CONSIDERATION:
This is a discussion item only. Suggestions may be provided to the applicant regarding the development request. After favorable concept plan review by the City Council, the applicant can apply for master development plan approval identifying in greater detail those elements required by EMMC. The proposed zones are then valid once the development agreement is executed. The agreement will outline any requirements and benchmarks regarding the development.

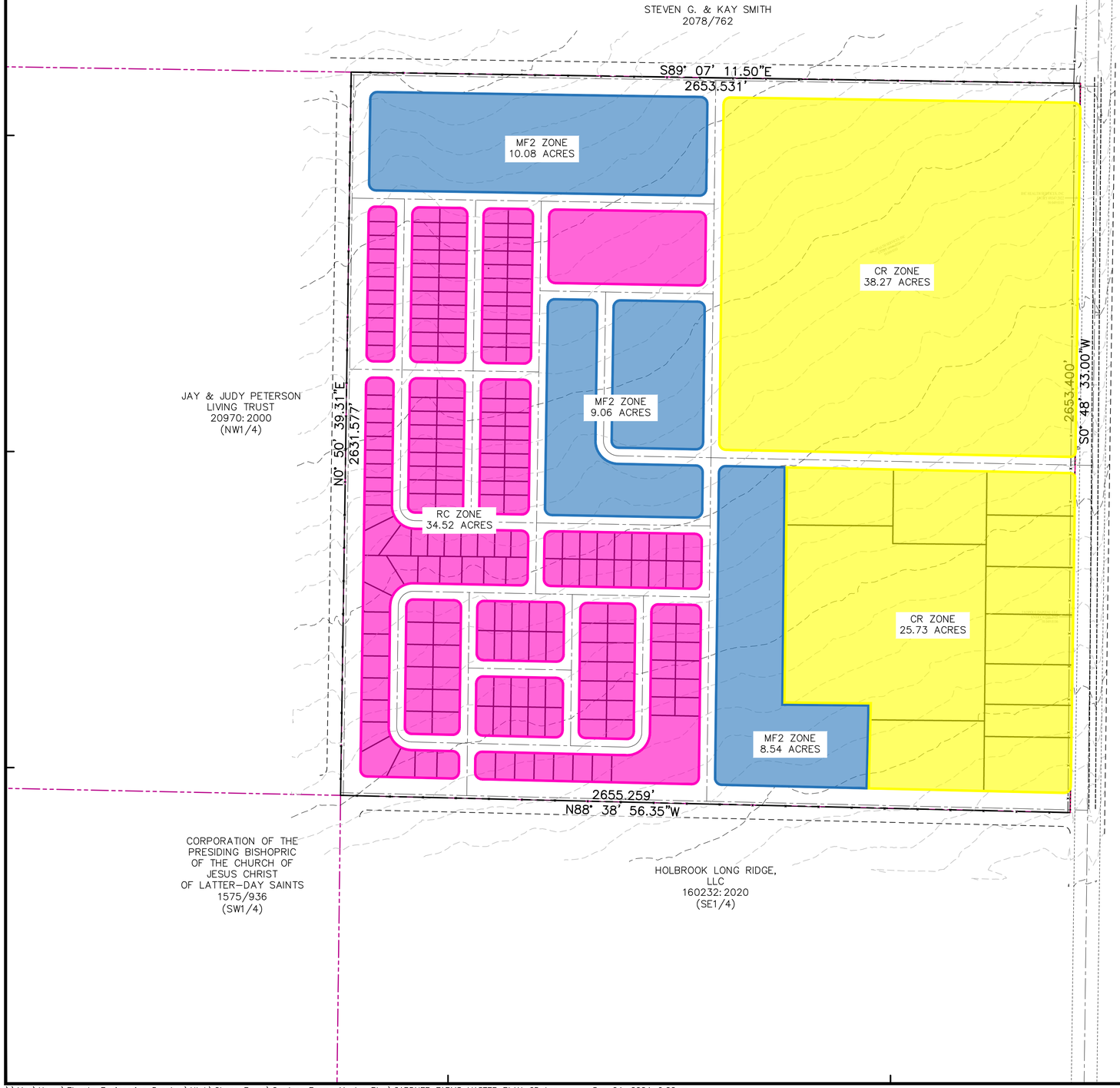
The main focus of this request is the proposed zone layout and density. While road networks and lots are shown and not vested with concept review, this can change during Master Development Plan review should the concept plan be favorably received. The future request will also involve amending the General Plan Land Use map from Agriculture to Regional Commercial (CR zone), Neighborhood Residential Two (RC zone), and Neighborhood Residential Three (MF2 zone).

PLANNING COMMISSION ACTION/RECOMMENDATION:
The concept plan was presented to the Planning Commission on September 10, 2024. Please see the attached Report of Action for details.

ATTACHMENTS:

1. Gardner Farms Concept Plan
2. 09.10.2024 Planning Commission ROA

PROJECT ENGINEER:
LARVIN POLLOCK
ELEVATE ENGINEERING
2208 WEST 700 SOUTH
SPRINGVILLE, UT 84663
(801) 718-5993
LARVIN@ELEVATENG.COM



LEGEND

- LOT LINES (PROPERTY)
- PROPOSED CURB AND GUTTER
- STRIPING
- EXISTING FENCE

PROPOSED ZONING

OVERAL PROJECT SIZE:	7,016,858	SF (161.08 ACRES)
ROW:	1,519,821	SF± (34.89 ACRES)
CR ZONE:	2,787,684	SF± (64.00 ACRES)
MF2 ZONE:	1,205,591	SF± (27.68 ACRES)
RC ZONE:	1,503,762	SF± (34.52 ACRES)

PROPOSED ZONING BREAKDOWN

CR ZONE:		
CR-1	1,667,046	SF± (38.27 ACRES)
CR-2	1,120,637	SF± (25.72 ACRES)
MF2 ZONE:		
MF2-1:	439,008	SF± (10.08 ACRES) MAX 20.00 UNITS PER ACRE
MF2-2:	394,534	SF± (9.06 ACRES) MAX 20.00 UNITS PER ACRE
MF2-3:	372,047	SF± (8.54 ACRES) MAX 20.00 UNITS PER ACRE
RC ZONE:		
RC ZONE	1,503,762	SF± (34.52 ACRES)

TOTAL SFD LOTS:	211 LOTS
AVG. LOT SIZE:	5,868 SF±
MINIMUM LOT SIZE:	4,500 SF±

NOTES:

DEVELOPER SHALL BE ENTITLED TO DEVELOP THE PROJECT IN ACCORDANCE WITH THE DENSITIES AND USES PERMITTED BY THE ZONING IN PLACE ON THE PROPERTY. DEVELOPER SHALL NOT TRANSFER USES FROM ONE ZONE OR DEVELOPMENT AREA TO ANOTHER.

NORTH

SCALE: 1" = 200'
0 100 200 300 400 600

Blue Stakes of UTAH 811 Bluestakes.org

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LP
DESIGNER: GB

ELEVATE ENGINEERING
2208 WEST 700 SOUTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateeng.com

ELEVATE ENGINEERING

GARDNER FARMS
OVERALL SITE PLAN
EAGLE MOUNTAIN BLVD, EAGLE MOUNTAIN, UT 84013

PROFESSIONAL ENGINEER
09/04/2024
10864737
LARVIN POLLOCK
STATE OF UTAH

SHEET:
C-1

DATE: Sep 04, 2024

Eagle Mountain City
Planning Commission
Report of Action

September 10, 2024

ITEM #7A Chase Bryan requests concept plat feedback of Gardner Farms, a 160-acre master plan containing single-family, multi-family stacked and townhome dwellings. Commercial is proposed along Eagle Mountain Boulevard as well as property under the ownership of Intermountain Healthcare on Parcels 58:049:0103 and 58:049:0104, 160 acres. (801) 789-6615 dstroud@emcity.org.

The following action was taken by the Planning Commission on the above-described item at its regular meeting of September 10, 2024:

CONCEPT

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally not consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED
The subject property is identified in Exhibit A.

MASTER DEVELOPMENT AGREEMENT
Applies - referred applicant to Council Attorney.

STAFF PRESENTATION
The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES
This is a concept level review to receive feedback on the density, zones, lot, and road layout. A full review of complete EMMC standards is not completed at this time.

CONCERNS RAISED BY PUBLIC
Not a public hearing.

APPLICANT RESPONSE
Changes to the plan based on feedback from previous PC and Council meetings. Applicant also has met with Council individually to discuss what is desired. Discussed why this location and such zones.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Access points into the project.
- Changes from the previous plan?
- Good location for a future hospital and commercial along EM Blvd. Density is in the proper location.
- Concern with IHC if no hospital is constructed. Density if a hospital is constructed is acceptable.
- Senior housing adjacent to a hospital is desired.
- What happens if IHC does not build?
- Too zoomed in regarding detail. Look at a higher level of the concept.
- MDA to guide uses?
- Discussion of undesired uses.

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

Discussion item only.

_____

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

58:048:0009
SMITH, STEVEN G and KAY...
Value: $2,741,300 -- 262.44 acres
Entry# 28540-1983
58:048:0134
SMITH, STEVEN GEORGE and STEV
Value: $0 -- 302.74 acres
Entry# 5572-1993
:0018
SON, JAY R and JUDY ANN C...
$1,151,300 -- 164.18 acres
20970-2000
58:049:0104
TADPOLE CAPITAL LLC (ET AL)...
Value: $6,344,700 -- 120.62 acres
Entry# 23993-2022 (MORE)
N EAGLE MOUNTAIN BLVD
58:049:0108
SMITH, STEVEN GEORGE and STEV
Value: $0 -- 433.52 acres
Entry# 5572-1993
015
PRES BISHOP CHURCH OF ...
AR VALLEY
33,000 -- 166.3 acres
318-1977
58:049:0017
HOLBROOK LONG RIDGE LC...
Value: $1,661,200 -- 159.02 acres
Entry# 160232-2020
58:049:0048
EAGLE QUEST
Value: $6,465,8
Entry# 96181-2
59:034:0173
RUSH CREEK PROPERTIES LLC...
Value: $6,888,800 -- 130.97 acres
Entry# 122680-2022 (MORE)
RGE...
0 acres
E SPLIT ROCK DR

MEMO

To: Eagle Mountain City Mayor & City Council

From: Natalie Winterton

Date: September 18, 2024

Subject: Healthy Utah Community Designation for Eagle Mountain City

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What is a Healthy Utah Community?

It is a designation from the Utah League of Cities and Towns in partnership with Get Healthy Utah, a non-profit organization that promotes healthy living.

City Designation

What is Get Healthy Utah?

"The mission of Get Healthy Utah is to foster a culture of health through engaging multi-sector stakeholders, building partnerships, providing resources, and connecting efforts that support healthy eating, active living, and mental wellbeing. We envision a Utah where a culture of health permeates every Utah community."

"Get Healthy Utah is excited to partner with the Utah League of Cities and Towns to support Healthy Utah Community, a new designation program for cities and towns.

"This designation recognizes communities across Utah that do an exemplary job of implementing evidence-based strategies to improve community health."

See their website here: Get Healthy Utah

What is the process of receiving a designation?

1. *Submit a Letter of Commitment*
   This step includes the Council approving a letter of commitment to the Utah League of Cities and Towns. It is a form letter. A copy of it is included as Appendix C.

2. *Organize a Health Coalition*
   To obtain the designation, the City must create a health coalition. It must have at least four people who meet at least quarterly. It is recommended that the City include people from various organizations, i.e., City leadership, local health

department (Utah County), local hospital, local school district, business leaders, community health workers, community members, etc.

3. *Identify Health Strategies*
   The coalition will identify six health strategies that the City has either already competed or will complete by the deadline. Council will need to approve any new activities that the City would like to do.

4. *Develop a Community Health Plan*
   Making a Community Health Plan is a straightforward process. The established coalition (from step 2) will use county and other public health studies to determine the greatest health needs of Eagle Mountain City. The coalition will then select 2-3 strategies that the City will accomplish over the next three years. A list of example strategies is included as Appendix D.

5. *Apply for Designation*
   The deadline is every August 1 and March 1. Newly designated cities are recognized at either the ULCT Midyear Conference or the ULCT Annual Convention.

6. *Maintain Designation*
   The designation lasts three years. The City will have those three years to implement the health plan established in the application process. After three years, the City will submit a brief summary report of the health plan activities to obtain redesignation.

What is the cost?

There is no cost associated to the application outside of the chosen health activities/programs.

What are the benefits?

The designation would help solidify the City's image as an outdoor, healthy city. It would also give the City increased leverage in grant applications because it shows commitment to promoting a healthy community by providing opportunities and resources to residents.

Appendix A. OTHER CITIES.

List of Cities with a Healthy Utah Community Designation

- Annabella
- Blanding
- Centerville
- Coalville
- Draper
- Ephraim City
- Fruit Heights
- Harrisville
- Heber
- Herriman
- Holladay
- Hooper
- Kanab
- Kearns Metro Township
- Layton City
- Lindon
- Magna
- Manti
- Mapleton
- Marriot-Slaterville
- Millcreek
- Monroe
- Nephi
- North Logan
- North Salt Lake
- Ogden
- Orem
- Park City
- Price
- Providence
- Provo
- Riverdale
- Sandy
- Santaquin
- Saratoga Springs
- Smithfield
- South Jordan
- South Salt Lake
- Spanish Fork
- Springdale
- St. George
- Vernal
- Vineyard
- Washington City
- West Haven
- West Point
- West Valley
- Woods Cross

Appendix B. BOARD OF DIRECTORS.

The board of directors for Get Healthy Utah includes:

- **Ty Aller**, USU Center for Persons with Disabilities, Senior Program Coordinator
- **Quinn Bennion**, Vernal City, City Manager
- **Heather Borski**, Utah Department of Health, Deputy Director
- **Carlos Braceras**, UDOT, Executive Director
- **Mayra Cedano**, Comunidades Unidas Executive Director, Executive Director
- **Neelam Chand**, Shift SLC, Founder & CEO
- **Bill Crim**, United Way of Salt Lake, President & CEO
- **Cameron Diehl**, Utah League of Cities and Towns, Executive Director
- **Sydnee Dickson**, Utah State Board of Education, Utah State Superintendent of Public Instruction
- **Rebecca Dutson**, The Children's Center, Executive Director
- **Lisa Eccles**, Eccles Foundation, President & COO
- **Jake Fitisemanu**, Utah Pacific Islander Coalition, Co-Founder
- **Theresa Foxley**, EDCUtah, President & CEO
- **Andrew Gruber**, Wasatch Front Regional Council, Executive Director
- **Colin Hilton**, Utah Olympic Legacy Foundation, President & CEO
- **Beth Holbrook**, UTA, Board of Trustees
- **Emma Houston**, University of Utah, Special Assistant to VP of Equity, Diversity, and Inclusion
- **Liz Joy**, Intermountain Healthcare, Senior Medical Director of Wellness & Nutrition
- **Chet Loftis**, PEHP, Managing Director
- **Robin Marcus**, University of Utah, Associate Dean for Clinical Affairs
- **Mike Mendenhall**, Spanish Fork City, Mayor
- **Derek Miller**, Salt Lake Chamber, President & CEO
- **Joe Miner**, Utah Department of Health, Former Executive Director
- **Mikelle Moore**, Intermountain Healthcare, Senior Vice President and Chief Community Health Officer
- **Wayne Neiderhauser**, Utah Senate, Former President
- **Len Novilla**, Brigham Young University, Associate Professor
- **Rich Nye**, Granite School District, Superintendent
- **Rita Osborn**, Utah Center for Rural Health, Executive Director
- **Joann Sparks**, Deseret Mutual Benefits Administrators, Wellness Program Manager
- **Jill Parker**, Utah Association of Local Health Departments, Executive Director
- **Gary Porter**, Deseret Management Corporation, Senior Vice President
- **Alan Pruhs**, Association for Utah Community Health, Executive Director
- **Matt Robinson**, Beaver City, Mayor
- **Betty Sawyer**, Weber State University, Community Engagement Coordinator in Access and Diversity
- **Brian Shiozawa**, University of Utah, Associate Professor
- **Oreta Tupola**, Utah Public Health Association, Community Health Worker Coordinator
- **Christine Watkins**, Utah Legislature, Utah State Representative
- **Sarah Woolsey**, Association for Utah Community Health, Medical Director

Appendix C. FORM LETTER OF COMMITMENT.

<<Date>>
<<Community Name>>
<<Street Address>>
<<City, State, Zip Code>>

Dear Get Healthy Utah and the Utah League of Cities and Towns,

Thank you for the opportunity to apply for the Healthy Utah Community designation. It is with great pleasure that I submit <<COMMUNITY NAME>> as a qualified candidate. As the mayor and city council, we understand that health is foundational to a high-quality of life. We are committed to promoting community health and providing all residents with the opportunity to live well.

In preparation for applying for the designation, <<COMMUNITY NAME>> has made great strides in ensuring that every resident has access to healthy food, mental health resources, and opportunities to be physical active. To qualify as a Healthy Utah Community, <<COMMUNITY NAME>> has... <<SUMMARY OF EFFORTS/QUALIFICATIONS>>.

Moving forward, <<COMMUNITY NAME>> has every intention to continue prioritizing health in our community and government processes. We commit to addressing health equity by seeking out further opportunities to address health needs in our community, particularly among the most vulnerable. We look forward to fulfilling our 3-year community health plan.

As the elected leadership of our community, we understand that decisions made by local government have the potential to improve lives and community wellbeing. We are excited and committed to uphold health as a key priority during our administration and leadership.

Sincerely,
<<Mayor Name>>
<<Mayor Signature>>

<<Chair of the Council>>
<<Chair Signature>>

Appendix D. HEALTH STRATEGIES.

EMC would need to select two or three from each category. For our first designation, it can be something the City has already done or a program already in place. It is likely that the City can obtain its designation by using activities/programs we have already established.

ACTIVE LIVING:

- ☐ Conduct a messaging campaign to promote physical activity in your community.
- ☐ Offer free and/or low-cost community sports programs for both adults and children.
- ☐ Organize a free or low-cost fitness event for your community.
- ☐ Develop a new walking/biking trail or add to an existing one.
- ☐ Add wayfinding signage for trails that provide both time and distance for routes.
- ☐ Address active transportation connectivity gaps between key community destinations.
- ☐ Conduct a movability audit.
- ☐ Establish joint-use agreements for a physical activity facility, such as a school playground, pool, etc.
- ☐ Improve physical activity among youth by promoting a physical activity resource, program, or best practice in schools (ex: Safe Routes to School)
- ☐ Create an active transportation plan or update an existing one.
- ☐ Adopt an ordinance that requires new subdivisions to provide sidewalks and lights.
- ☐ Adopt a Complete Streets policy requirement for new development.
- ☐ Update ordinances, zoning, and land use policies to promote physical activity and active transportation.
- ☐ Provide supplemental infrastructure to improve walk- and bike-friendly environments in your community (ex: add bicycle racks, water stations, etc.)
- ☐ Implement a Crime Prevention Through Environmental Design strategy to improve public safety while recreating outdoors.
- ☐ Implement one new worksite wellness strategy around physical activity among city employees and/or local businesses.
- ☐ Earn a national or state designation for promoting health (ex: Bicycle Friendly Community, Age-Friendly Community, etc.)
- ☐ Partner with a local organization to implement a program listed on the Physical Activity Menu of Services
- ☐ Other:

ACCESS TO HEALTHY FOOD:

- ☐ Conduct a messaging campaign to promote healthy eating in your community.
- ☐ Establish a farmers' market that accepts SNAP benefits.
- ☐ Establish a community garden.
- ☐ Create an edible park/food forest (link)
- ☐ Host a community program to promote healthy eating (ex: seed exchange, gardening classes, cooking classes, etc.)
- ☐ Improve physical activity among youth by promoting a healthy eating resource, program, or best practice in schools.
- ☐ Improve access to emergency food by establishing a food pantry/program or improving an existing one.
- ☐ Update ordinances, zoning, and land use policies to allow for better opportunities for urban agriculture.
- ☐ Adopt ordinances that allow backyard poultry/animal husbandry.
- ☐ Provide financial incentives for a grocery store to locate in an underserved area.
- ☐ Improve the food retailer landscape (ex: expedite permitting for new stores that offer healthy food, limit the density of unhealthy food retailers, etc.)
- ☐ Encourage menu labeling with nutrition facts.
- ☐ Promote enrollment in SNAP, WIC, school meal program, and other food access programs.
- ☐ Conduct a Community Food Assessment or healthy food access audit.

- ☐ Create a Food Policy Council or Task Force tasked with identifying recommendations for your community to follow.
- ☐ Adopt a city plan to improve access to healthy food in your community such as revising the general plan, creating a Community Food System Plan, etc.
- ☐ Implement one new worksite wellness strategy around healthy food among city employees and/or local businesses.
- ☐ Partner with a local organization to implement a program listed on the Healthy Food Access Menu of Services
- ☐ Other:

MENTAL HEALTH:

- ☐ Destigmatize mental illness through a community campaign or event.
- ☐ Increase awareness of mental health hotlines or local resources available in your community
- ☐ Offer suicide prevention trainings for individuals and/or organizations in your community.
- ☐ Train first responders on mental health crises and suicide prevention
- ☐ Address mental illness among youth by promoting a mental health resource, program, or best practice in schools.
- ☐ Implement a strategy to promote safe use and disposal of medications (ex: provide medication disposal services, educational campaigns, or programs)
- ☐ Implement a strategy to promote safe use of guns (ex: provide free gun locks/safes to community members, educational campaigns, or safety classes)
- ☐ Implement policies that limit access to addictive substances (ex: limit the density of alcohol outlets, regulate use of cigarettes/vaping devices etc.)
- ☐ Implement one new worksite wellness strategy around mental health among city employees and/or local businesses.
- ☐ Host a reoccurring community event that promotes social connection for a vulnerable demographic (ex: lunches for the elderly, afterschool programs, etc.)
- ☐ Beautify, enhance, or create a section of the community that promotes social gathering and connection.
- ☐ Implement a program, reoccurring event, or establish an area of the community that promotes connection with nature.
- ☐ Provide free Naloxone training and rescue kits to community members.
- ☐ Partner with a local organization to implement a program listed on the Mental Health Menu of Services
- ☐ Other:

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

SEPTEMBER 17, 2024, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Clifford Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Legislative Affairs; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resources Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Beth Fewkes, Planner; Ashley Swensen, Planner; Mack Straw, Public Utilities Manager; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Streets and Storm Drain/Parks and Recreation Manager; Brad Hickman, Public Works Director; Bryce McRae, Engineer in Training; Bailey Ensign, Digital Communications Specialist; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Michele Graves, Library Director; Lianne Pengra, Chief Deputy Recorder; Linda Waters, Risk Manager; and Embret Fossum, Unified Fire Authority Battalion Chief.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

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

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Mortgage Assistance Program

The recording of the discussion can be found online here at 00:00:01.

Director of Legislative Affairs Clifford Strachan presented the item. Eagle Mountain City's General Plan includes a Moderate-Income Housing Plan strategy to "implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality." Staff has prepared a draft Mortgage Assistance Program Policy to establish processes and guidelines for the awarding of Redevelopment Agency Housing Funds in the form of Mortgage Assistance. The program is intended to improve the quality of life for individuals, couples, and families and the quality of the community by enabling public employees and other qualified persons to own and occupy housing in Eagle Mountain City.

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1.B. DISCUSSION – Moderate-Income Housing Land Use Ordinance

The recording of the discussion can be found online here at 00:40:52.

Planner Beth Fewkes presented the item. In 2023, the City adopted strategies for Moderate-Income Housing as part of its General Plan, in accordance with Utah State Code Section 10-9a-403. Strategy 5 directs the adoption of a land use ordinance requiring 10% or more of new residential development in certain residential zones to be dedicated to moderate-income housing. The Council has set a deadline of December 31, 2024, to adopt this ordinance. Staff has begun preliminary research and engaged with the Council and stakeholders to explore potential housing types that meet both City and State requirements, and now seek further feedback and guidance from the City Council.

2. AGENDA REVIEW

12.E. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Reconsidering Revoking Approval of the Third Amendment to the Porter's Crossing Town Center Master Development Agreement.

The recording of the discussion can be found online here at 01:31:55.

Interim City Manager Steve Mumford provided details regarding the execution of the Third Amendment to the Porter's Crossing Town Center Master Development Agreement.

11.B. PRELIMINARY PLAT – Eagle Square Commercial

The recording of the discussion can be found online here at 01:33:00.

City staff answered questions regarding the proposed preliminary plat. The plat contains five lots and one parcel which will be developed in the future. The project is located in the Porter's Crossing Town Center development.

12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Six Wayfinding Signs.

The recording of the discussion can be found online here at 01:34:18.

At the July 2, 2024, City Council meeting, Staff made a presentation about the design, specifications, and locations of six wayfinding signs. The Council directed staff to find a durable alternative material aside from a wood post that would require less maintenance. Staff received a total of 14 price estimates from 10 different vendors. The Council determined to remove this item from the consent agenda and move it to the scheduled items for further discussion.

12.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.

The recording of the discussion can be found online here at 01:34:50.

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Grants Coordinator/Management Analyst Natalie Winterton addressed the Council regarding this item. In 2021, Eagle Mountain City began receiving RDA funds from economic development tax benefits. With 10% of these funds earmarked for affordable housing, the City recognized the need for a strategic plan. To ensure effective use of these resources, the City hired LRB Public Finance Advisors in 2022 to identify the best affordable housing strategies for the community. The LRB report has been completed and Staff has included its own evaluation as an addendum for Council consideration.

14.A. PUBLIC HEARING – Pursuant to Utah Code 10-3-818, a Public Hearing is Being Conducted to Consider Public Comment on Proposed Compensation Increases for Executive Officers in the Fiscal Year 2024-2025 Annual Budget.

The recording of the discussion can be found online here at 01:39:38.

Administrative Services Director Kimberly Ruesch answered questions from the Council regarding the item. In the 2024 Legislative Session, the Utah Legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to hold a public hearing separate from any other public hearing prior to adopting a budget amendment that includes proposed compensation increases for executive municipal officers.

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the 2024-2025 Fiscal Year Annual Budget.

The recording of the discussion can be found online here at 01:45:18.

Director of Administrative Services Kimberly Reusch presented the item. State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the second amendment to the 2024-2025 Fiscal Year Annual Budget.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham moved to 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; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 02:00:00.

The meeting was adjourned at 6:07 PM.

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7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:20 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

Communications Manager Tyler Maffitt announced that at the City-County Communications and Marketing Convention, Eagle Mountain City was awarded first place for Best Logo and Brand and second place for Best Educational Programming for the City's monthly video series, "Living with Wildlife."

The recording of the discussion can be found online here at 02:03:11.

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:24 PM.

The following individuals spoke during the public comment period: Bettina Cameron, Lynnette Rahm, and Alex Lahoda.

Mayor Westmoreland closed the public comment period at 7:35 PM.

The recording of the public comments can be found online here at 02:06:05.

8. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the Mayor and Councilmember comments can be found online here at 02:17:12.

CONSENT AGENDA

9. BOND RELEASES

9.A. Eagle Village Plat 1 – Out of Warranty

10. MINUTES

10.A. September 3, 2024 Minutes – Regular City Council Meeting

11. PRELIMINARY PLATS & SITE PLANS

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11.A. SITE PLAN – Granite Credit Union

11.B. PRELIMINARY PLAT – Eagle Square Commercial

12. RESOLUTIONS

12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Six Wayfinding Signs.

12.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Specific Projects to be Completed with the Community Development Block Grant Funds.

12.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.

12.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with UDOT for Funding for a Traffic Signal at Old Airport Road and State Route 73.

12.E. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Reconsidering Revoking Approval of the Third Amendment to the Porter's Crossing Town Center Master Development Agreement.

MOTION: *Councilmember Wright moved to approve the Consent Agenda, removing Item 12.E. from the agenda, and moving Items 11.B., 12.A, and 12.C. to the scheduled items for further discussion. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 02:29:26.

SCHEDULED ITEMS

11.B. PRELIMINARY PLAT – Eagle Square Commercial

The recording of the discussion can be found online here at 02:30:09.

Senior Planner David Stroud presented the item. The proposed preliminary plat contains five lots and one parcel which will be developed in the future. The project is located in the Porter's Crossing Town Center development.

MOTION: *Councilmember Wright moved to approve the Eagle Square Commercial Preliminary Plat with the following condition:*

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1. *The traffic study be utilized to locate the entrance off of Pony Express Parkway into the south portion of the commercial development, recognizing it is located on the southeast portion of the preliminary plat and aligns with intersection to the south.*

Councilmember Wood seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 02:31:20.

12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Six Wayfinding Signs.

The recording of the discussion can be found online here at 02:32:35.

Finance Analyst Terrence Dela Pena presented the item. At the July 2, 2024, City Council meeting, Staff made a presentation about the design, specifications, and locations of six wayfinding signs. The Council directed staff to find a durable alternative material aside from a wood post that would require less maintenance. Staff received a total of 14 price estimates from 10 different vendors. The Council determined to remove this item from the consent agenda and move it to the scheduled items for further discussion.

MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Approving an Agreement for Six Wayfinding Signs with Impact Signs. Councilmember Wright seconded the motion.*

The recording of the motion can be found online here at 02:51:44.

AMENDED MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Approving an Agreement for Six Wayfinding Signs with Impact Signs with the design to be approved at a later date. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 02:52:46.

12.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.

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The recording of the discussion can be found online here at 02:54:17.

Grants Coordinator/Management Analyst Natalie Winterton presented the item. In 2021, Eagle Mountain City began receiving RDA funds from economic development tax benefits. With 10% of these funds earmarked for affordable housing, the City recognized the need for a strategic plan. To ensure effective use of these resources, the City hired LRB Public Finance Advisors in 2022 to identify the best affordable housing strategies for the community. The LRB report has been completed and Staff has included its own evaluation as an addendum for Council consideration.

MOTION: *Councilmember Wood moved to table a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan, to be brought to a future meeting with the changes the Council discussed. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:21:46.

13. THE RANCHES & EAGLE MOUNTAIN PROPERTIES

13.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands within The Ranches and Eagle Mountain Properties Master Development Areas.

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

Planning Director Brandon Larsen presented the item. The proposed ordinance amends the General Plan Future Land Use Map for parcels located in The Ranches and Eagle Mountain Properties Master Development Plan areas of the City. Approximately 216 acres of land are included in this proposal: Utah County Parcel Numbers 58:033:0423, 38:302:0002, 38:685:0002, 38:685:0001, 58:033:0305, 58:034:0440, 58:034:0250, 58:034:0242, 58:040:0259, 58:040:0188, 58:040:0378, 58:040:0326, 58:040:0654, 58:040:0525, 42:050:0002, 59:045:0045, and 59:045:0006.

Mayor Westmoreland opened the public hearing at 8:45 PM.

The following individuals spoke during the hearing: Mike Geddes, Scot Hazard, Bettina Cameron,

Mayor Westmoreland closed the public hearing at 8:59 PM.

The recording of the public hearing comments can be found online here at 03:27:06.

MOTION: *Councilmember Burnham moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands*

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within The Ranches and Eagle Mountain Properties Master Development Areas with the following designations:

Property Number	*Land Use Designation*
EMP 29	*Community Commercial*
EMP 30	*Community Commercial*
EMP 31	*Community Commercial*
1	*Community Commercial*
2	*Community Commercial*
3	*Community Commercial*
4	*Community Commercial*
5	*Community Commercial*
6	*Community Commercial*
7	*Community Commercial*
8	*Community Commercial*
9	*Parks and Open Space*
10	*Parks and Open Space*
11	*Foothill Residential*
12	*Community Commercial*
13	*Parks and Open Space*
14	*Parks and Open Space*

Councilmember Clark seconded the motion.

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:56:07.

13.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands within The Ranches and Eagle Mountain Properties Master Development Areas.

This item was discussed concurrently with Item 13.A.

The recording of the discussion can be found online here at 03:22:32 and 03:56:50.

Mayor Westmoreland opened the public hearing at 9:15 PM.

The following individual spoke during the hearing: Gavin Wenzel.

Mayor Westmoreland closed the public hearing at 9:19 PM.

The recording of the public hearing comments can be found online here at 03:57:04.

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MOTION: *Councilmember Wood moved to approve an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands within The Ranches and Eagle Mountain Properties Master Development Areas with the following designations:*

Property Number	*Zone*
EMP 29	*CN*
EMP 30	*CN*
EMP 31	*CN*
1	*CN*
2	*CN*
3	*CN*
4	*CN*
5	*CN*
6	*CN*
7	*CN*
8	*CN*
9	*AG*
10	*AG*
11	*Foothill Residential*
12	*CN*
13	*OSN*
14	*OSN*

Councilmember Clark seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 04:01:33.

14. PUBLIC HEARING ONLY

14.A. PUBLIC HEARING – Pursuant to Utah Code 10-3-818, a Public Hearing is Being Conducted to Consider Public Comment on Proposed Compensation Increases for Executive Officers in the Fiscal Year 2024-2025 Annual Budget.

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

In the 2024 Legislative Session, the Utah Legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to hold a public hearing separate from any other public hearing prior to adopting a budget amendment that includes proposed compensation increases for executive municipal officers.

Mayor Westmoreland opened the public hearing at 9:22 PM. As there were no comments, he closed the hearing.

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15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the 2024-2025 Fiscal Year Annual Budget.

The recording of the discussion can be found online here at 04:04:55.

State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the second amendment to the 2024-2025 Fiscal Year Annual Budget.

Mayor Westmoreland opened the public hearing at 9:23 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the 2024-2025 Fiscal Year Annual Budget. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a vote of 4:1.

The recording of the motion can be found online here at 04:05:38.

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezoning Certain Lands Known as Rose Ranch.

The recording of the discussion can be found online here at 04:06:25.

Senior Planner David Stroud presented the item. The proposed ordinance approves the Master Development Plan and rezones 79.85 acres of property from Agriculture to the R2 and R3 zones. The project includes single-family homes and is located south of the Brandon Park subdivision, Utah County Parcel Number 59:043:0016.

Brandon Watson with Edge Homes addressed the Council regarding the item.

Mayor Westmoreland opened the public hearing at 9:44 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezoning Certain Lands Known as Rose Ranch from Agriculture to the R2 and R3 Zones with the following conditions:*

1. *Add tabletop crosswalks on the Pony Express Trail and a historical marker; and*

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2. *Complete the Pony Express Trail as a finished space.*

Councilmember Wright seconded the motion.

The recording of the motion can be found online here at 04:26:59.

AMENDED MOTION: *Councilmember Wood moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezoning Certain Lands Known as Rose Ranch from Agriculture to the R2 and R3 Zones with the following conditions:*

1. *Add tabletop crosswalks on the Pony Express Trail and a historical marker;*
2. *Complete the Pony Express Trail as a finished space; and*
3. *The developer warranty to be worked out with staff for the lift station, with the restrictions for the lift station included in the Master Development Agreement.*

Councilmember Wright seconded the motion.

The recording of the motion can be found online here at 04:27:45.

AMENDED MOTION: *Councilmember Wood moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezoning Certain Lands Known as Rose Ranch from Agriculture to the R2 and R3 Zones with the following conditions:*

1. *Add tabletop crosswalks on the Pony Express Trail and a historical marker;*
2. *Complete the Pony Express Trail as a finished space;*
3. *The developer warranty to be worked out with staff for the lift station, with the restrictions for the lift station included in the Master Development Agreement; and*
4. *The Master Development Agreement to be sent to the City Attorney within 45 days.*

Councilmember Wright seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 04:30:51.

15.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 16.35.140 Diagrams Relating to Rights-of-Way Profiles.

The recording of the discussion can be found online here at 04:32:47.

Senior Planner Robert Hobbs presented the item. The proposed ordinance reformats, re-illustrates, and clarifies the City's required rights-of-way profiles.

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MOTION: *Councilmember Wood moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 16.35.140 Diagrams Relating to Rights-of-Way Profiles with direction to staff to return with recommendations on the Rural 50-foot right-of-way for curb and gutter and an additional sidewalk. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 04:39:28.

15.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 17.10 Definitions and 17.25 Residential Zones.

The recording of the discussion can be found online here at 04:40:24.

Senior Planner Robert Hobbs presented the item. The proposed changes to Section 17.10.030 amend definitions relating to building envelopes, setbacks, and land uses. The amendment to Section 17.25.040 Residential Development Standards Table clarifies that structures housing livestock are to be kept 50' from neighboring residences and 6' from all other structures in the RA1, RA2, RD1, RD2 and FR Zones, and that structures housing livestock shall be kept 6' away from all structures (including neighboring residences) in the R1, R2, R3, RC, MF1 and MF2 Zones. Furthermore, footnote number 3 under the Table is proposed to be amended to specify that setbacks for structures not requiring a building permit shall not be required, save for those that house livestock. The amendments to Section 17.25.030 Land Use Table reformat the same and convert uses requiring conditional use permits having to meet special use standards.

Mayor Westmoreland opened the public hearing at 10:10 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to deny an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 17.10 Definitions and 17.25 Residential Zones. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 04:54:06.

16. ORDINANCES

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16.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 8.07 Nuisance Abatement and 8.15 Noise.

The recording of the discussion can be found online here at 04:55:58.

City Attorney Marcus Draper presented the item. The proposed code amendments to EMMC 8.15 Noise make it permissible to exceed 65 dB during certain times of the day to allow for certain ordinary activities. The proposed amendments to EMMC 8.07 Nuisance Abatement requires property owners to remove graffiti within a reasonable timeframe. Currently, a property owner has no obligation to remove graffiti from the property, which can be a nuisance to surrounding property owners. This would require a property owner to remove the graffiti within 7 days after discovery.

MOTION: *Councilmember Wright moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 8.07 Nuisance Abatement and 8.15 Noise, to allow staff to make changes and bring the item back to the next City Council meeting. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 05:05:04.

16.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 12.35 Public Art.

The recording of the discussion can be found online here at 05:06:18.

Grants Coordinator/Management Analyst Natalie Winterton presented the item. In response to the City Council's interest to beautify the community through public art, Staff has drafted a percent-for-art policy. The adoption of such a policy would allow the City to incrementally invest in public art as the City grows.

MOTION: *Councilmember Wood moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 12.35 Public Art. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

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The recording of the motion can be found online here at 05:21:38.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 05:22:37.

Director of Legislative Affairs Clifford Strachan presented the item.

MOTION: *Councilmember Wright moved to set "A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications" as "Done" on the Legislative Priorities List, and remove "Neighborhood Residential 1 Lot Size Distribution" from the Legislative Priorities List as it has been tabled by the City Council. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	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 05:31:04.

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

The recording of the discussion can be found online here at 05:32:41.

Administrative Services Director Kimberly Reusch presented a sewer rate study report to the Council.

19. COMMUNICATION ITEMS

19.A. Financial Report

19.B. Upcoming Agenda Items

20. ADOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 11:10 PM. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

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The recording of the motion can be found online here at 05:51:57.

The meeting was adjourned at 11:10 PM.

Approved by the City Council on October 1, 2024.

_____
Lianne Pengra, CMC
Chief Deputy Recorder

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	Freddy's Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Chris Hitchcock

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Community Commercial / Commercial Community	0.68

PUBLIC HEARING
No

PREPARED BY
David Stroud, Senior Planner

PRESENTED BY
David Stroud

RECOMMENDATION:
Staff recommends the City Council approve the site plan of Freddy's.

BACKGROUND:
The applicant requests site plan approval subject to the Commercial Community zoning standards to locate a Freddy's Frozen Custard and Steakburgers restaurant. Freddy's has over 450 locations (2021) in the United States and seven locations in Utah. The proposed site complies with applicable standards regarding the Commercial Community zone.

From freddys.com: *Freddy grew up on a farm near Colwich, Kansas, just outside of Wichita. After finishing high school, Freddy enlisted in the U.S. Army, serving in the Pacific Rim region during World War II. A self-proclaimed "regular guy", he was awarded the Purple Heart for injuries sustained during service, as well as a Bronze Star for valor. Freddy then returned to Kansas, started a family, worked hard in the hospitality industry for 56 years, and raised six children with his wife, Norma Jean. Freddy's family values and patriotic service to his country is the foundation of Freddy's Frozen Custard and Steakburgers®, and these values have inspired us to do everything The Freddy's Way.*

ITEMS FOR CONSIDERATION:
There was discussion regarding the egress on the south side of the Freddy's site plan when the adjacent drive-through site plan was reviewed by the City Council. This egress was part of the approved Applebee's site plan, which is now expired. However, Freddy's was applied for while the Applebee's site plan was still valid. The issue was the distance of the egress from the intersection of Clear Rock Road and Pony Express Parkway.

At the time of Applebee's, EMMC was unclear on how the 100-foot minimum separation of a drive approach and an intersection was measured. A text amendment was later approved by the City Council to clarify the measurement parameters.

With a valid site plan egress, the application of Freddy's was accepted by the City for review. The applicant has requested the site plan be proposed to the City Council for review. The applicant did

review the possibility of moving the egress to the north but this presented problems with the site and parking.

The applicant has submitted two elevation options. The City Council may review the elevations and select the desired option. The Planning Commission recommends Option #1 as the preferred architecture.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends approval 5-0 to the City Council regarding the Freddy's site plan.

ATTACHMENTS:

1. Civil Drawings
2. Architectural - Option 1
3. Architectural - Option 2

CONTACTS

OWNER:
JRI HOSPITALITY
CHRIS HITCHCOCK, VP DEVELOPMENT
10500 E. BERKELEY SQ. PKWY, STE 210
WICHITA, KS 67206
316.393.6802
chitchcock@jriusa.com

MASTER DEVELOPER:
R5 DEVELOPMENT, LLC
BRIAN HASKELL, AL RAFATI
801.592.3972
brian@scmutah.com

ARCHITECT:
BAKER DESIGN GROUP PA
THOMAS FORRISTAL, AIA
135 N MAIN ST.
WITCHITA, KS 67202
316.267.7142
thomas@bakerdesigngrouppa.com

CIVIL ENGINEER:
LEGACY DESIGN GROUP, LLC
CRAIG LARSEN, PE
PO BOX 1692
BOUNTIFUL, UT 84011-1692
385.501.7371

SURVEYOR:
AZTEC ENGINEERING, INC.
AARON THOMAS, PLS
732 N 780 W
AMERICAN FORK, UT 84003
801.224.7308
aztecengineering@gmail.com

GEOTECHNICAL ENGINEER:
CMT TECHNICAL SERVICES
WILLIAM TURNER, PE
2796 S REDWOOD RD.
WEST VALLEY, UT 84119
801.908.5859
info@cmttechnicalservices.com

UTILITY PROVIDERS

WATER, SANITARY SEWER, STORM SEWER:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT
801.789.6609

ELECTRIC:
ROCKY MOUNTAIN POWER
1407 W NORTH TEMPLE
SALT LAKE CITY, UT 84116
1.866.870.3419 BUSINESS
1.800.469.3981 BUILDER

NATURAL GAS:
DOMINION ENERGY
757.857.2112

COMMUNICATIONS/CABLE:
CONFIRM PROVIDER W/OWNER

SITE FIRE PROTECTION CALCULATIONS

- TOTAL BUILDING SF: 2,730 SF
- IFC TABLE B105.1 FIRE FLOW REQ'T: 1500 GPM FOR WORST CASE SCENARIO (VB)
- IFC TABLE C105.1 ONE FIRE HYDRANT IS REQUIRED AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY MUST BE WITHIN 250' OF THE HYDRANT (SPACING REQ'T).
  - SPACING PROVIDED: 170'
- IFC 503.1.1: ACCESS ROAD SHALL EXTEND TO WITHIN 150' OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY.
  - DISTANCE FROM ACCESS ROAD PROVIDED: 36'

LEGAL DESCRIPTION

PENDING PLAT: RANCHES CROSSING PLAT

BUILDING/PARKING LOT NOTES

PROPOSED USE: FREDDY'S FROZEN CUSTARD RESTAURANT WITH DRIVE THRU

FLOOR AREA:
- TOTAL FLOOR AREA: 2,730 SF

PARKING SPACES REQUIRED: 22 STALLS

PARKING SPACES PROVIDED: 25 STALLS

BUILDING COVERAGE RATIO: 8.9% (BUILDING: 2,650 SF DEVELOPMENT AREA: 29,643 SF)

LOT DEVELOPMENT NOTES

PARCEL NUMBER: 58:034:0242
SECTION: 20
TOWNSHIP: 5S
RANGE: 1W

DEVELOPMENT ACREAGE: 0.68 ACRES (29,643 SF)

ZONING: CC – COMMERCIAL COMMUNITY

FLOOD PLAIN: PER FEMA FLOOD INSURANCE RATE MAP #49049C0300F CITY OF EAGLE MOUNTAIN 490258, EFFECTIVE DATE 6/19/2020, THIS PROPERTY LIES WITHIN UNSHADED ZONE X AND DOES NOT FALL WITHIN THE SPECIAL FLOOD HAZARD AREA.

DEVELOPMENT AREAS	
DEVELOPMENT AREA	29,643 SF
BUILDING COVERAGE	2,650 SF
HARDSCAPE SURFACES (EXCLUDES BUILDING)	23,994 SF
LANDSCAPED AREAS	2,999 SF
VACANT AREA FOR FUTURE DEVELOPMENT	0 SF
PARKING STALLS PROVIDED	25 STALLS

VICINITY MAP

SHEET INDEX & REVISION TABLE

SHEET			DATE	PERMIT SUBMITTAL	A: CITY COMMENTS	B: CITY COMMENTS	L1:	L2:
			03.15.24					
			05.17.24					
			06.04.24					
SHEET	C000	CIVIL COVER SHEET		X				
	C001	CIVIL NOTES		X				
	C002	CITY NOTES		X	X			
	C050	EX.CONDITIONS & DEMOLITION		X				
	C100	SITE PLAN		X	X	X		
	C200	UTILITY PLAN		X	X			
	C201	STORMDRAIN PLAN		X	X			
	C300	GRADING PLAN–NORTH		X	X			
	C301	GRADING PLAN–SOUTH		X	X			
	C400	SWPPP		X	X			
	C401	SWPPP DETAILS		X	X			
	C500	CIVIL DETAILS		X	X			
	C501	CIVIL DETAILS		X	X			
	C502	CIVIL DETAILS		X				
	C503	CIVIL DETAILS		X				
	C504	CIVIL DETAILS			X			
	L100	LANDSCAPE PLAN		X	X	X		
	L101	LANDSCAPE DETAILS		X	X	X		
	L200	IRRIGATION PLAN		X				
	L201	IRRIGATION DETAILS		X				
	L202	IRRIGATION DETAILS		X				
	MB*	BUILDING ELEVATIONS		X				
	E-2.1*	LIGHTING DETAILS			X			
	E-5*	ELECTRICAL SITE PLAN		X	X			
	E-5.1*	LIGHTING CUT SHEETS		X	X	X		

X DENOTES REVISED OR NEW SHEET
R DENOTES REMOVED SHEET
* DENOTES FOR INFORMATION ONLY, SEE APPROVED

LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
385.501.7371

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info@legacydesigngroup.net

OWNER:
JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149788
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:48:19 PM

CIVIL COVER SHEET
C000

GENERAL NOTES

1. ALL WORKS SHALL BE GOVERNED BY AND CONFORM TO APPLICABLE CURRENT NATIONAL AND LOCAL STANDARDS UNLESS OTHERWISE SPECIFIED ON DRAWINGS & THIS NOTE SHEET.
2. THE PERMITTEE SHALL FULLY COMPLY WITH THE REQUIREMENTS OF THE CITY ORDINANCES AND REGULATIONS, SPECIFICATIONS AND STANDARDS RELATIVE TO WORK IN THE PUBLIC WAY.
3. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SUCH MEETING SHALL COMPLY WITH ADOPTED ENGINEERING STANDARDS.
4. APPLICATION FOR INSPECTION BY GOVERNING AGENCY SHALL BE MADE BY THE CONTRACTOR AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE SERVICES THEREOF WILL BE REQUIRED.
5. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITH DILIGENCE AND EXPEDITION AND RESTORE THE PUBLIC WAY TO CITY SPECIFICATIONS WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF TWO YEARS FROM THE COMPLETION OF SUCH WORK, WITH REASONABLE WEAR AND TEAR EXCEPTED.
7. NO BACKFILL SHALL OCCUR UNTIL THE UTILITY HAS BEEN INSTALLED CORRECTLY, INSPECTED, AND APPROVED FOR BACKFILLING
8. THE OWNER'S SOIL TEST ENGINEER SHALL CERTIFY THAT ALL FILLS, BACKFILLS OVER UNDERGROUND UTILITIES, BASE AND ASPHALT HAVE BEEN ADEQUATELY COMPACTED. THIS CERTIFICATION SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE WORK BY THE CITY.
9. ALL REPAVING OF UTILITY TRENCHES SHALL BE COMPLETED IN SUCH A MANNER AS TO ALLOW THE NEW PAVEMENT TO JOIN THE EXISTING PAVEMENT WITHOUT A RIDGE BEING FORMED AND TO THE SATISFACTION OF THE CITY ENGINEER.
10. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL (WHERE APPLICABLE) HAVE BEEN PLACED, INSPECTED AND APPROVED.
11. NUCLEAR DENSITY TESTING OF ANY ASPHALT SHALL BE FOR GUIDANCE ONLY AT CONTRACTORS RISK. ACTUAL ASPHALT DENSITY SHALL BE DETERMINED BY CORES IF REQUIRED.
12. THE CONTRACTOR SHALL COMPLY WITH MINIMUM SAFETY REQUIREMENTS AS GIVEN BY OSHA, NATIONAL AND LOCAL STANDARDS.

PROJECT NOTES

1. LOCATION OF EXISTING UTILITIES AS SHOWN HAS BEEN IN PART TAKEN FROM RECORDS PROVIDED BY OTHERS. SURVEY DATA HAS BEEN USED TO SUPPLEMENT THESE RECORDS AS MUCH AS POSSIBLE. ACTUAL LOCATIONS MAY VARY SIGNIFICANTLY FROM LOCATIONS AS SHOWN ON PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATIONS OF EXISTING UTILITIES. UTILITIES NOT SHOWN ON PLANS, OR SHOWN INCORRECTLY SHALL BE WORKED AROUND AT NO ADDITIONAL COST TO THE OWNER. EXCEPTIONS SHALL BE OBTAINED IN ADVANCE IN WRITTEN FORM FROM THE ENGINEER AND ARE SUBJECT TO THE APPROVAL OF THE OWNER.
2. THE CONTRACTOR SHALL EXAMINE THE DRAWINGS AND SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE OWNER & ENGINEER OF DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
4. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES, TYPICAL DETAILS, AND SPECIFICATIONS.
5. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE GENERAL NOTES OR THE DRAWINGS.
6. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE TEMPORARY ERECTION OF BRACING AND SHORING AS REQUIRED FOR STABILITY OF STRUCTURES AND EXCAVATIONS DURING ALL PHASES OF CONSTRUCTION.
7. PROJECT DATUM AND COORDINATES ARE BASED ON LOCALIZED CONTROL POINTS LOCATED AT THE FOLLOWING LOCATIONS:

   SEE ENGINEER & SURVEYOR OF RECORD FOR INFORMATION
8. THE CONTRACTOR SHALL OBTAIN APPLICABLE PERMITS FROM LOCAL AUTHORITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER NECESSARY PERMITS AND LICENSES REQUIRED FOR COMPLETION OF THE WORK AND WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
9. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL TEMPORARY WATER, POWER, OR OTHER UTILITIES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT AS DETAILED.
10. THE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE PRIOR TO BEGINNING CONSTRUCTION IN THE JURISDICTION WHERE THE PROJECT IS TO TAKE PLACE.
11. THE CONTRACTOR SHALL MAINTAIN CLEAN CONSTRUCTION AREAS. ALL DEBRIS, RUBBISH AND TRASH MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
12. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SET OF APPROVED DRAWINGS AT THE JOB SITE, ON WHICH THE CONTRACTOR SHALL RECORD ALL ACTUAL MEASUREMENTS AND DETAILS AS CONSTRUCTED. THESE DRAWINGS SHALL BE SUBMITTED AS "AS-BUILT" OR "RECORD" DRAWINGS AT THE CONCLUSION OF THE PROJECT. FINAL PAYMENT WILL NOT BE RELEASED UNTIL "AS-BUILT" OR "RECORD" DRAWINGS HAVE BEEN SUBMITTED TO AND ACCEPTED BY THE OWNER & ENGINEER.
13. VARIOUS WATER, SANITARY AND STORM DRAIN SEWER, COMMUNICATION, GAS, AND ELECTRICAL UTILITIES EXIST IN OR NEAR THE IMPROVEMENT PROJECT. THE EXACT LOCATION OF THESE UTILITIES IS NOT KNOWN. THE CONTRACTOR SHALL EXERCISE CAUTION TO ENSURE MINIMAL DISRUPTION OF SERVICE DURING EARTHWORK OPERATIONS.
14. CONTRACTOR SHALL ARRANGE FOR EXISTING UTILITY LOCATING AND MARKING

ENVIRONMENTAL

1. THE CONTRACTOR WILL BE REQUIRED TO STORE ALL FUELS, OILS, SOLVENTS AND HAZARDOUS MATERIALS IN DESIGNATED IMPOUND AREAS LOCATED IN ONE OR MORE OF THE APPROVED STAGING AREAS. IMPOUND AREAS WILL BE EXCAVATED AND LINED WITH AN IMPERMEABLE LINER, BACKFILLED AND GRADED SUCH THAT A DEPRESSION IS CREATED. THE SIZE OF THE DEPRESSION SHALL BE LARGE ENOUGH TO COMPLETELY CONTAIN TOTAL VOLUMES OF HAZARDOUS MATERIALS BEING STORED AT THAT LOCATION. CLEAN-UP/CONTAINMENT KITS ARE TO BE KEPT AT EACH STORAGE LOCATION.
2. THE CONTRACTOR SHALL CONSTRUCT ONE OR MORE "WASHOUT" AREAS FOR CONCRETE TRUCKS. "WASHOUT" AREAS SHALL BE LOCATED OUTSIDE THE FLOOD PLAIN OF ALL WATERWAYS. "WASHOUT" AREAS SHALL BE COMPLETELY CONTAINED WITHIN EXTERIOR DRAINAGE DITCHES. ALL WASTE CONCRETE IS TO BE REMOVED FROM SITE BY COMPLETION OF PROJECT.
3. IN THE EVENT OF A SPILL, PERSONNEL DISCOVERING THE SPILL SHALL IMMEDIATELY MAKE ATTEMPTS TO CONTAIN AND/OR ABSORB THE SPILLED MATERIALS AND SHALL NOTIFY EMERGENCY RESPONSE AGENCIES.CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF ONE IS NOT PROVIDED, FILING THE "NOTICE OF INTENT" (NOI), AND OBTAINING PERMIT FROM THE STATE OR OTHER GOVERNING AGENCIES

CONCRETE

1. CONCRETE CLASS/STRENGTH SHALL BE ACCORDING TO STRUCTURE TYPE AS FOLLOWS:

THRUST BLOCKS:	2000 PSI
NON-EXPOSED:	3000 PSI
EXPOSED:	4000 PSI
2. AIR ENTRAINMENT IS NOT REQUIRED FOR THRUST BLOCKS. ALL EXPANSION JOINTS SHALL BE ACI RECOMMENDATIONS. MAXIMUM SLUMP FOR EXPOSED CONCRETE IS 4.5 INCHES, AND REQUIRED AIR CONTENT IS 6%±1%, 4000 PSI CONCRETE. CONCRETE FOR BOXES AND MANHOLES SHALL BE CONSIDERED AS EXPOSED CONCRETE.

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT BLUE STAKES OR UTILITIES AS REQUIRED TO HAVE UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
2. UNTREATED BASE COURSE MATERIALS SHALL MEET THE REQUIREMENTS OF THE STATE DEPARTMENT OF TRANSPORTATION WITH THE FOLLOWING MODIFICATIONS:

   GRADING BAND LIMITS FOR THE PERCENT PASSING THE NO. 200 SIEVE SHALL BE 6% TO 10% FOR ALL GRADES OF BASE COURSE.
3. GRANULAR BORROW SHALL MEET THE AASHTO CLASSIFICATION OF A-1a WITH THE FOLLOWING LIMITATIONS:

   MAXIMUM PARTICLE SIZE: 4"

   MAXIMUM PERCENT PASSING #200 SIEVE: 13%
4. ALL TRENCHES AND EXCAVATIONS SHALL BE CUT, PROTECTED, AND SUPPORTED AS PRESCRIBED BY OSHA.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND MAINTAIN ANY EQUIPMENT NECESSARY TO DEWATER EXCAVATIONS.
6. FILL MATERIAL ABOVE THE PIPE ZONE SHALL BE NATIVE GRANULAR MATERIAL APPROVED BY THE ENGINEER AND FREE FROM ROOTS, BRUSH, ORGANIC MATTER, PERISHABLE OR OBJECTIONABLE MATERIAL, TRASH, MUD, MUCK, FROZEN MATERIAL AND STONES GREATER THAN 3 INCHES IN DIAMETER. IF ACCEPTABLE MATERIAL CANNOT BE FOUND ON SITE, APPROVED MATERIAL SHALL BE IMPORTED. NATIVE GRANULAR BACKFILL OR GRANULAR BACKFILL BORROW SHALL MEET THE AASHTO CLASSIFICATION OF A-1a WITH THE FOLLOWING LIMITATIONS:

   MAXIMUM PARTICLE SIZE: 3"

   MAXIMUM PERCENT PASSING #200 SIEVE: 13%
7. PIPE ZONE BEDDING MATERIAL SHALL BE FREE FROM ROOTS, BRUSH, ORGANIC MATTER, PERISHABLE OR OBJECTIONABLE MATERIAL, TRASH, MUD, MUCK, FROZEN MATERIAL, AND STONES GREATER THAN 1 INCH IN DIAMETER. BACKFILL IN THE PIPE ZONE SHALL BE A 3/4" MINUS MATERIAL MEETING THE REQUIREMENTS OF THE ASTM CLASSIFICATION OF SOIL GROUPS GW OR GW-GM WITH THE EXCEPTION THAT THE FINES CONTENT (MATERIAL PASSING THE #200 SIEVE) SHALL BE LESS THAN 9% WHEN TESTED IN ACCORDANCE WITH ASTM C 136. CLASSIFICATION SHALL BE CONSISTENT WITH THE REQUIREMENTS OF ASTM D 2487 AND OTHER REFERENCED STANDARDS. PERCENTAGES IN TABLE 4 SHALL BE MAXIMUM PERCENT PASSING FOR EACH SIEVE SIZE. MATERIAL SHALL BE COMPACTED IN 6" LIFTS TO 95% RELATIVE COMPACTION (ASTM D-1557) OR 75% RELATIVE DENSITY (ASTM D4253, D4254). IF ACCEPTABLE MATERIAL CAN BE FOUND ON SITE, IT MAY BE USED UPON ENGINEER'S APPROVAL.
8. PULVERIZED ASPHALT MAY BE USED AS GRANULAR BORROW (SUBBASE) AND AS SELECT FILL (UNTREATED BASE COURSE/ROAD BASE) UNDER SIDEWALKS AND IN PAVEMENT SECTIONS INSOFAR AS THE PULVERIZED ASPHALT MEETS THE GRADATION REQUIREMENTS OF THE SUBBASE OR BASE COURSE. WHERE PULVERIZED ASPHALT IS USED, COMPACTION AND OTHER INSTALLATION REQUIREMENTS OF APPROPRIATE SECTIONS SHALL APPLY.

PIPING

1. PVC WATERLINES, 4 INCH THROUGH 12 INCH ø, SHALL BE CONSTRUCTED OF C-900 PVC PIPE CONFORMING TO AWWA STANDARD C900, AND MEET GOVERNING AGENCY REQUIREMENTS.
2. PVC WATERLINES, 14 INCH THROUGH 48 INCH ø, SHALL BE CONSTRUCTED OF C-905 PVC PIPE CONFORMING TO AWWA STANDARD C905, AND MEET GOVERNING AGENCY REQUIREMENTS.
3. ALL PVC PIPE MUST BE APPROVED FOR POTABLE WATER USE BY THE NATIONAL SANITATION FOUNDATION AND SHALL BEAR THE LOGO "NSFpw".
4. ALL DUCTILE IRON PIPE SHALL BE EITHER CLASS 51 FOR 10" AND SMALLER OR CLASS 50 FOR 12" AND LARGER, ALL CONFORMING TO AWWA C-151, AS INDICATED ON THE DRAWINGS, AND MEET GOVERNING AGENCY REQUIREMENTS.
5. ALL HDPE PIPE UTILIZED FOR POTABLE WATER MUST BE APPROVED FOR SUCH BY THE NATIONAL SANITATION FOUNDATION, MEET GOVERNING AGENCY REQUIREMENTS AND MEET AWWA C901/C906, ASTM D2239, ASTM D2737, ASTM D3035, ASTM F714 AND ANSI/NSF 14/61 LISTED.
6. ALL WATER FITTINGS SHALL BE RATED FOR WORKING PRESSURES AT OR ABOVE 250 PSI AND MEET GOVERNING AGENCY REQUIREMENTS.
7. BOLTS AND NUTS ON ALL FITTINGS SHALL BE COATED WITH FM GREASE AND ENTIRE FITTING SHALL BE WRAPPED IN PLASTIC PRIOR TO POURING OF THRUST BLOCKS AND BACK-FILLING.
8. PIPE IS TO BE HANDLED WITH NYLON SLINGS, STEEL CABLE, OR PADDED LIFTING DEVICES. CHAINS OR PLATE CLAMPS SHALL NOT BE USED TO HANDLE OR POSITION PIPE.
9. THE CONTRACTOR SHALL NOT OPERATE ANY VALVES ON THE EXISTING AGENCY-OWNED WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY THE AGENCY AT LEAST 24 HOURS BEFORE REQUESTED SHUT-OFFS AND THE AGENCY WILL OPEN AND CLOSE THE VALVES AS NEEDED.
10. ALL OPEN ENDS AND/OR CUTS IN ABANDONED PIPING LEFT IN PLACE SHALL BE CAPPED OR PLUGGED BEFORE BACKFILLING.
11. THRUST BLOCKS MAY BE ELIMINATED IF MEGALUG, ONE-BOLT, OR OTHER LOCK-TYPE JOINT RESTRAINTS ARE USED.
12. WATER PIPE SHALL BE INSTALLED SUCH THAT DEVIATION FROM STRAIGHT LINE AT ANY JOINT SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS.
13. STORM DRAIN PIPING LESS THAN 36" IN DIAMETER MAY BE EITHER REINFORCED CONCRETE PIPE (RCP) CLASS II, ADS N-12 HDPE, OR PVC PIPE (SCHEDULE 40 MIN.), UNLESS NOTED OTHERWISE. STORM DRAIN PIPING 36" IN DIAMETER AND LARGER SHALL BE REINFORCED CONCRETE PIPE (RCP) CLASS II UNLESS NOTED OTHERWISE.
14. ALL SEWER PIPE SHALL BE SDR 35 PVC UNLESS NOTED OTHERWISE.
15. ALL UTILITY STUBS AND SLEEVING SHALL BE CAPPED OR PLUGGED AND MARKED WITH A 4x4 POST AND BACKFILLED BY CONTRACTOR ONLY AFTER THE ENGINEER'S SURVEYORS RECORD LOCATION AND INVERT OF STUB.
16. JOINTS OF ALL RCP STORM DRAIN PIPE 48" IN DIAMETER AND LARGER SHALL BE GROUTED SMOOTH INSIDE THE PIPE AFTER PLACEMENT OF THE PIPE AND BACKFILL OPERATIONS ARE COMPLETE.
17. THE CONTRACTOR MUST VERIFY LOCATION OF SEWER LATERAL AT BUILDING BEFORE INSTALLING "WYE" OR CONSTRUCTING LATERAL. LOCATIONS ON DRAWINGS ARE NOT CERTAIN AND MUST BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION.
18. UTILITY BURIAL DEPTH SHALL BE PER LOCAL JURISDICTION REQUIREMENTS.

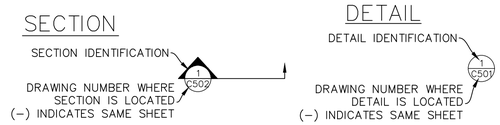
SPECIAL INSPECTIONS PER 2015/2019 IBC 1705

1. CONCRETE:
   - 1.1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT PRIOR TO CONCRETE PLACEMENT; PERIODIC, SEE ACI 318 CH. 20, 25.2, 25.3, 26.61-26.63; IBC 1908.4.
   - 1.2. VERIFY USE OF REQUIRED DESIGN MIX; PERIODIC, SEE ACI 318: CH 19, 26.4.3, 26.4.4; IBC 1904.1, 1904.2, 1908.2, 1908.3.
   - 1.3. INSPECT AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS; PERFORM OR PROVIDE ONE (1) SLUMP, ONE (1) AIR CONTENT & ONE (1) SET OF COMPRESSION CYLINDERS AND DETERMINE TEMPERATURE OF THE CONCRETE FOR EACH 50 CUBIC YARDS, OR FRACTION THEREOF, FOR EACH CONCRETE POUR; CONTINUOUS, SEE ASTM C172; ASTM C31; ACI 318:26.4 (2015 IBC); ACI 318:26.5 (2018 IBC), ACI 318:26.12; IBC 1908.10.
   - 1.4. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES; PERIODIC, SEE ACI 318: 26.5.3-26.5.5; IBC 1908.9.
2. SOILS
   - 2.1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY; PERIODIC.
   - 2.2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL; PERIODIC.
   - 2.3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS; PERIODIC.
   - 2.4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL; CONTINUOUS.
   - 2.5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY; PERIODIC.

ABBREVIATIONS

APPX	APPROXIMATE	NTS	NOT TO SCALE
BEG	BEGIN	OC, O.C.	ON CENTER
BLDG	BUILDING	OD	OUTSIDE DIAMETER
BOT	BOTTOM	PL, ℄	PROPERTY LINE OR PLATE
BW, BOW	BOTTOM OF WALL	PC	POINT OF CURVE
CB	CATCH BASIN	PCC	POINT OF COMPOUND CURVE
CL, ℄	CENTERLINE	PI	POINT OF INTERSECTION
CFS	CUBIC FEET PER SECOND	P.I. (P.I.V.)	POST INDICATOR (VALVE)
CLR	CLEAR	PRC	POINT OF REVERSE CURVE
CMP	CORRUGATED METAL PIPE	PREFAB	PREFABRICATED
CONC	CONCRETE	PSF	POUND PER SQUARE FOOT
CONT	CONTINUOUS	PSI	POUND PER SQUARE INCH
CY	CUBIC YARD	PT	POINT OF TANGENCY
DET	DETAIL	PVI	POINT OF VERTICAL INTERSECTION
DIA, ø	DIAMETER	QTY	QUANTITY
DIM	DIMENSION	R, RAD	RADIUS
DWG	DRAWING	RCP	REINFORCED CONCRETE PIPE
EA	EACH	REF	REFERENCE
EG	EXISTING GRADE	REINF	REINFORCEMENT
EL, ELEV	ELEVATION	REQ'D	REQUIRED
EOA, EA	EDGE OF ASPHALT	SCH	SCHEDULE
EQ	EQUAL	SDMH	STORMDRAIN MANHOLE
EXIST, EX	EXISTING	SECT	SECTION
EXP	EXPANSION	SHT	SHEET
FDN	FOUNDATION	SMH	SEWER MAHHOLE
FG	FINISHED GRADE	SPEC	SPECIFICATION
FH	FIRE HYDRANT	STA	STATION
FL	FLOW LINE	STD	STANDARD
GA	GAGE	SW	SIDEWALK
GALV	GALVANIZED	SYM	SYMMETRICAL
HORIZ	HORIZONTAL	TA, TOA	TOP OF ASPHALT
HP	HIGH POINT	TBC	TOP BACK OF CURB
IB	INLET BOX	TBW	TOP BACK OF WALK
ID	INSIDE DIAMETER	TFW	TOP FACE OF WALK
IE	INVERT ELEVATION	TC, TOC	TOP OF CONCRETE
INV	INVERT	TOP	TOP
LB	POUND	TW, TOW	TOP OF WALL
LP	LOW POINT	TYP	TYPICAL
MATL	MATERIAL	UNO	UNLESS NOTED OTHERWISE
MAX	MAXIMUM	VC	VERTICAL CURVE
MIN	MINIMUM	VERT	VERTICAL
MISC	MISCELLANEOUS	W/	WITH
MFR	MANUFACTURER	W/O	WITHOUT
MWSEL	MAX WATER SURFACE ELEV.	WS	WATER SURFACE
NIC, N.I.C.	NOT IN CONTRACT	YD	YARD

DETAIL AND SECTION SYMBOLS



LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
385.501.7371

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OWNER:
JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

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-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:48:30 PM

CIVIL NOTES

C001

EAGLE MOUNTAIN CITY GENERAL NOTES:

1. SEWER–
   - PIPE BEDDING: ¾" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
   - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
   - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
   - SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
   - LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY & BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
   - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
2. WATER–
   - VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" & LARGER TO BE BUTTERFLY VALVES.
   - BEDDING: SAND MUST MEET AASHTO (A–3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
   - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
   - SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS & OTHER FITTINGS.
   - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE & BE DUAL CHECK MODEL, ALSO ¾" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
   - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT & TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
   - WATER CAN: THE WATER CAN FOR ¾" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM & 21" INSIDE DIAMETER. WATER CAN FOR 1–1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.
   - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
   - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, & ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY & BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
   - TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS & HYDRANTS, DO NOT RUN UP VALVE BOXES.
   - WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) & GIS (SHOT IN) BEFORE BACKFILL.
   - VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" SEPARATION FROM STORM DRAIN OR OTHER OBSTACLE/UTILITIES.
   - WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.
   - WATER MAIN LINE: NO DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED IN THE WATER LINES & BEND FITTINGS WILL BE REQUIRED. ALL FITTINGS TO BE MEGA–LUG FITTINGS.
3. STORM DRAIN–
   - BEDDING: ¾" GRAVEL 6" BELOW & ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
   - ADS: ALL ADS PIPE TO BE "HP" BRAND.
   - COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 PSI CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
   - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
4. ROAD SECTION–
   - PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTIONS OF ROAD: I.E. SUB–GRADE, SUB–BASE, & CURB BASE & ROAD BASE. CURB STAKES REQUIRED FOR SUB–GRADE INSPECTION & STRING LINE REQUIRED FOR SUB–BASE & ROAD BASE INSPECTION.
   - UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROADS, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
   - COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 PSI CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (¾" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS & WATER VALVE TOWERS TO BE ½" DOWN FROM ASPHALT EDGE & CONCRETE TO BE ¼" TO ⅜" DOWN FROM ASPHALT EDGE.
5. EAGLE MOUNTAIN CITY STANDARDS FOLLOWS APWA STANDARDS FOR CONSTRUCTION UNLESS OTHERWISE NOTE.

LEGACY DESIGN GROUP
ABERDEEN, SD
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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY &
CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149788
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:48:40 PM

CITY NOTES

C002

EXISTING SD MANHOLE
RIM: 4840.7±
IE(24"SW): 4833.8±
IE(6"E): 4834.3±

DEVELOPMENT BY OTHERS

SANITARY SEWER BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

SCREEN WALL BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

WATER METER & 1.5" IRRIGATION STUB BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

ELECTRICAL LINE & JUNCTION BOX BY OTHERS, PRESERVE & PROTECT DURING CONSTRUCTION

15"ø SD STUB BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION; IE: 4827.9±

EXISTING CATCH BASIN
TBC: 4832.0±
IE: 4827.8±

SANITARY SEWER BY OTHERS, PRESERVE & PROTECT DURING CONSTRUCTION

DRIVE APPROACH BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

EXISTING CATCH BASIN
TBC: 4831.9±
IE(15"W): 4827.5±
IE(15"N): 4827.2±
IE(8"E): 4827.2±

4"ø SEWER LINE STUB BY OTHERS
IE: 4824.1±

WATER LINE STUB BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

EXISTING FIRE HYDRANT

EXISTING ELECTRICAL LINE & JUNCTION BOX TO REMAIN, PRESERVE & PROTECT UPON CONSTRUCTION

STREET LIGHT BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

FUTURE DEVELOPMENT

10' EASEMENT

10' EASEMENT

SEE CLEAR ROCK ROAD CONSTRUCTION DRAWINGS APPROVED UNDER SEPARATE PERMIT

EXIST. SSMH
RIM: 4831.5±
IE: 4822.4± (NW)

TREES ALONG CLEAR ROCK ROAD BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

CLEAR ROCK ROAD (60' ROW)

DRIVE APPROACH BY OTHERS, PRESERVE & PROTECT DURING CONSTRUCTION

ELECTRICAL LINE & JUNCTION BOX BY OTHERS, PRESERVE & PROTECT UPON CONSTRUCTION

PONY EXPRESS PKWY.
(206' ROW)

EXISTING SS MANHOLE
RIM: 4834.4±
IE(N): 4821.5±
IE(E-W): 4820.4±
SHELF: 4822.0±

LEGEND

- PROPERTY LINE OF INTEREST
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING EASEMENT TO BE ABANDONED
- EXISTING CURB & GUTTER
- EXISTING FENCE
- EXISTING BUILDING
- REMOVE EXISTING CONCRETE ASPHALT
- EXISTING STORMDRAIN LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING COMMUNICATIONS LINE
- EXISTING GAS LINE
- EXISTING CONDUIT
- EXISTING FENCE TO BE REMOVED
- EXISTING BUILDING TO BE REMOVED
- EXISTING STORMDRAIN LINE TO BE REMOVED
- EXISTING SANITARY SEWER LINE TO BE REMOVED
- EXISTING WATER LINE TO BE REMOVED
- EXISTING OVERHEAD ELECTRIC LINE TO BE REMOVED
- EXISTING UNDERGROUND ELECTRIC LINE TO BE REMOVED
- EXISTING COMMUNICATIONS LINE TO BE REMOVED
- EXISTING GAS LINE TO BE REMOVED
- EXISTING CONDUIT TO BE REMOVED
- EXISTING STORMDRAIN INLET
- EXISTING STORMDRAIN COMBINATION BOX
- EXISTING STORMDRAIN MANHOLE
- EXISTING DOWNSPOUT (ROOF DRAIN W/CONNECTION)
- EXISTING ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
- EXISTING CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ELECTRICAL/TRANSFORMER BOX
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER, IRRIGATION, POST INDICATOR VALVES
- EXISTING FIRE DEPT. CONNECTION
- EXISTING SITE LIGHT
- EXISTING POWER POLE, GUY WIRE
- EXISTING SIGN
- EXISTING BOLLARD
- EXISTING TREE

GENERAL DEMOLITION NOTES:

1. COORDINATE ANY PRIVATE UTILITY WORK WITH PROVIDERS (GAS, POWER, COMMUNICATIONS).
2. COORDINATE ANY PUBLIC UTILITY WORK WITH THE CITY OR UTILITY OWNER (SANITARY SEWER, WATER, STORM DRAIN).
3. SMALL OR MINOR IMPROVEMENTS MAY EXIST THAT ARE TO BE DEMOLISHED THAT ARE NOT SHOWN HERE.
4. INTENT IS TO DEMOLISH SITE TO THE EXTENT REQUIRED FOR NEW CONSTRUCTION & LANDSCAPING. CONTRACTORS ARE CAUTIONED & ENCOURAGED TO VERIFY SITE CONDITIONS & EXISTING FEATURES THAT MAY NOT BE SHOWN ON DRAWINGS BUT REQUIRE WORK AND/OR DEMOLITION.

SCALE (FT)
0 20 40 60

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JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

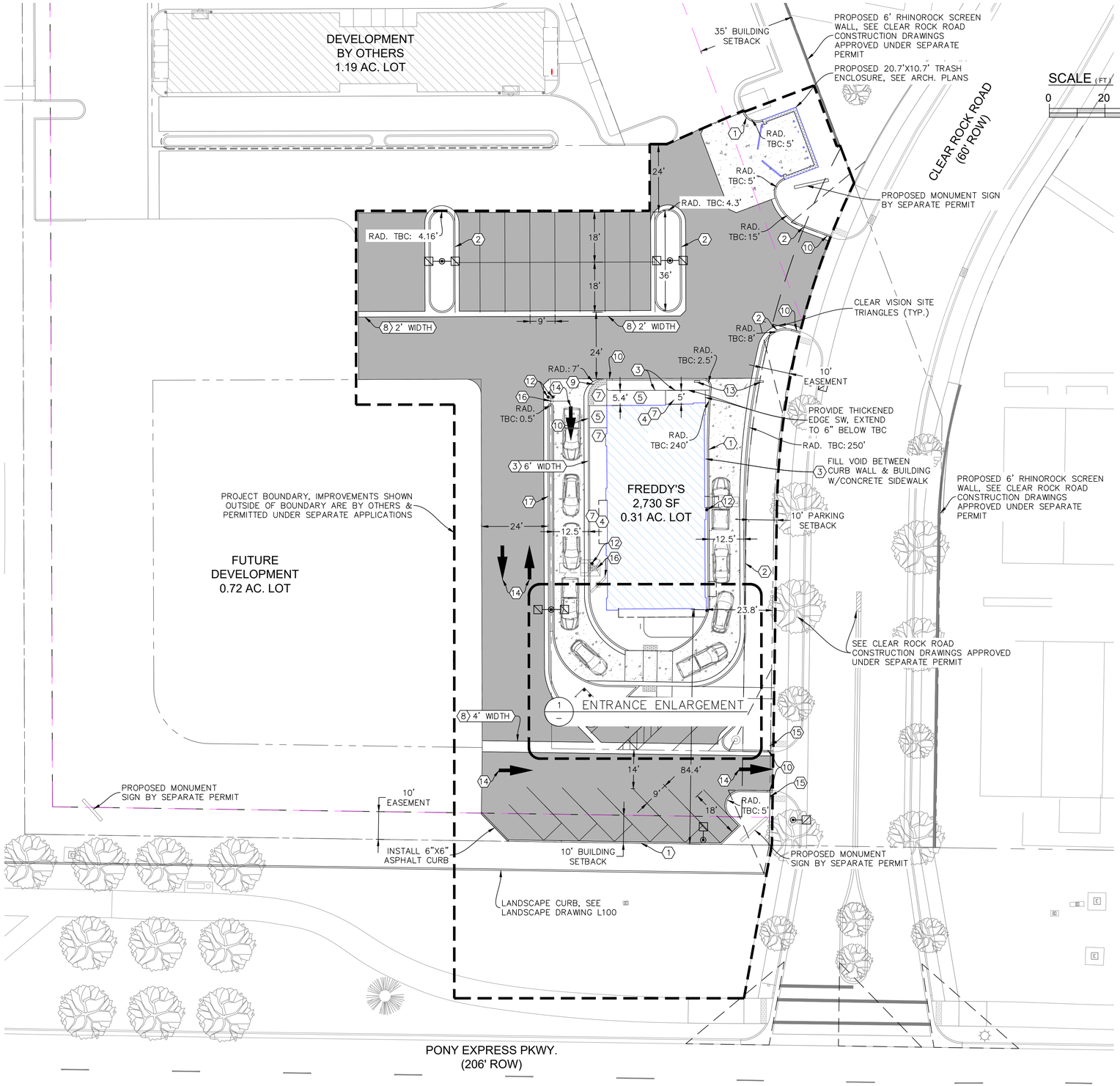
Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:49:03 PM

EX. CONDITIONS & DEMOLITION
C050



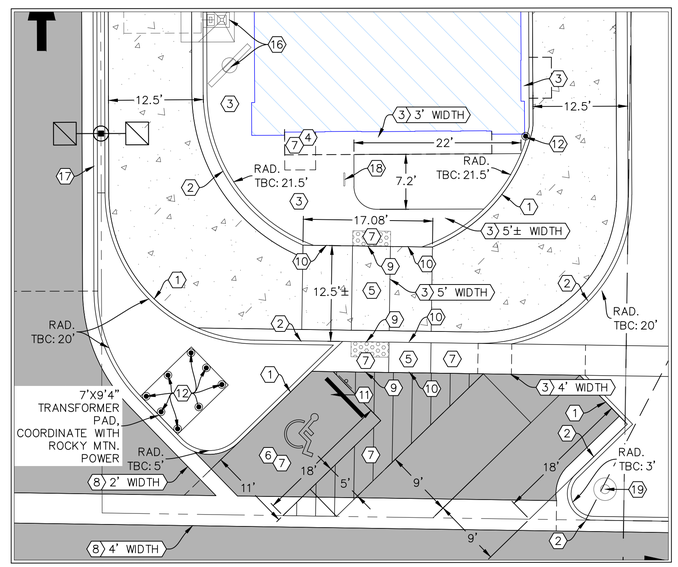
SCALE (FT)
0 20 40 60

LEGEND

- PROPERTY LINE OF INTEREST
- BUILDING OFFSET REQ'T
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING EASEMENT TO BE ABANDONED
- PROPOSED EASEMENT
- EXISTING CURB & GUTTER
- PROPOSED CURB
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED BUILDING
- EXISTING BUILDING
- PROPOSED SIGNAGE
- EXISTING SIGNAGE
- PROPOSED BOLLARD
- EXISTING BOLLARD
- PROPOSED ADA TRUNCATED DOMES
- FLEXIBLE PAVEMENT (1 / C501)
- RIGID PAVEMENT (2 / C501)
- RESTORE CONCRETE, ASPHALT, LANDSCAPING, ETC. AFTER UTILITY INSTALLATION
- EXISTING TREE

KEY TAGS:

1. INSTALL CURB WALL (5 / C501)
2. INSTALL CURB & GUTTER (3 / C501)
3. INSTALL SIDEWALK, WIDTH PER PLAN. USE THICKENED EDGE ADJACENT TO ASPHALT & CONCRETE PAVING (6 / C501) (7 / C501)
4. INSTALL CRITICAL SIDEWALK PANEL & ADA LANDING ADJACENT TO BUILDING (4 / C501)
5. INSTALL ADA RAMP (9 / C501)
6. INSTALL ADA STALLS & SIGNAGE (10 / C501)
7. ADA LANDING/ZONE; SLOPE < 2% ANY DIRECTION
8. INSTALL CONCRETE WATERWAY, WIDTH PER PLAN (11 / C501)
9. LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN; WHEN GUTTER IS PRESENT PROVIDE ½" ELEVATION CHANGE FROM FLOWLINE TO BACK OF CURB (6" MIN. SLOPE LENGTH) TO MAINTAIN DRAINAGE WITHIN GUTTER & ADA ACCESSIBILITY
10. TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.
11. INSTALL 6' CONCRETE PRECAST PARKING BUMPER
12. INSTALL BOLLARD (6 / C500)
13. INSTALL DRIVE THRU DIRECTIONAL SIGN, SEE ARCH. DETAILS
14. STRIPED ARROW PER PLAN
15. INSTALL 18x18 REFLECTIVE EXIT ONLY SIGN (7 / C500)
16. INSTALL DRIVE THRU EQUIPMENT, SEE ARCH. DETAILS
17. INSTALL 2' WIDE ISLAND CURB (5 / C502)
18. INSTALL WAVE BICYCLE RACK (ITEM# 398-8009 THEPARKCATALOG.COM) OR APPROVED EQUAL, COLOR BY OWNER (6 / C502)
19. INSTALL FLAGPOLE, SEE ARCH. DETAILS



1 — ENTRANCE ENLARGEMENT
1"=10'-0"

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CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS
B	06.04.24	CITY COMMENTS

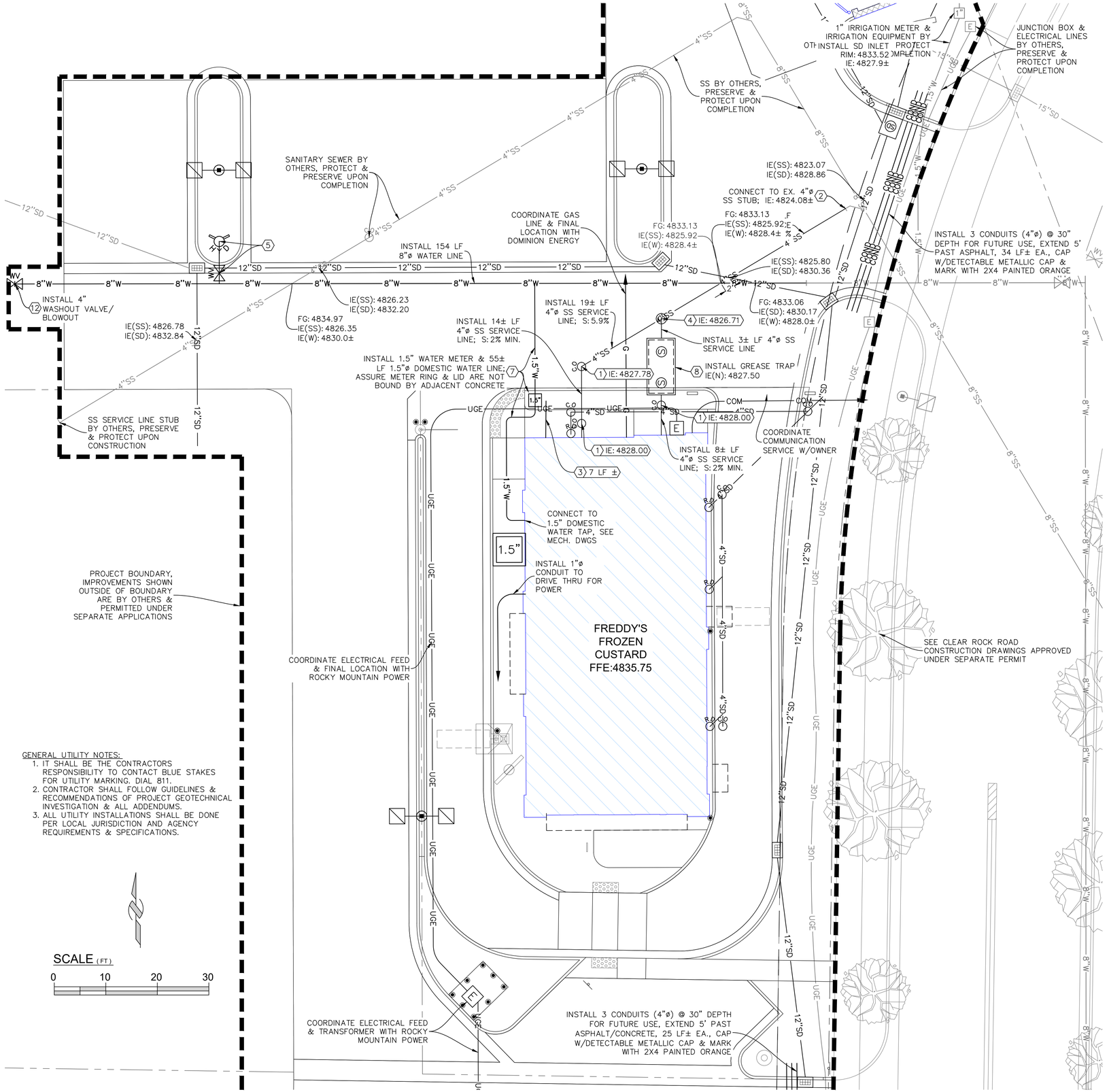
DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149789
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:49:21 PM

SITE PLAN

C100



GENERAL UTILITY NOTES:

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUE STAKES FOR UTILITY MARKING. DIAL 811.
2. CONTRACTOR SHALL FOLLOW GUIDELINES & RECOMMENDATIONS OF PROJECT GEOTECHNICAL INVESTIGATION & ALL ADDENDUMS.
3. ALL UTILITY INSTALLATIONS SHALL BE DONE PER LOCAL JURISDICTION AND AGENCY REQUIREMENTS & SPECIFICATIONS.

LEGEND

PROPOSED	EXISTING	
SD	SD	STORMDRAIN LINE
SS	SS	SANITARY SEWER LINE
W	W	WATER LINE
OHE	OHE	OVERHEAD ELECTRIC LINE
UGE	UGE	UNDERGROUND ELECTRIC LINE
COM	COM	COMMUNICATIONS LINE
G	G	GAS LINE
COND	COND	CONDUIT
		PROPERTY LINE
		EASEMENT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		SANITARY SEWER MANHOLE
		ELECTRICAL/TRANSFORMER BOX
		FIRE HYDRANT
		WATER METER & DIAMETER IF KNOWN
		WATER, IRRIGATION, POST INDICATOR VALVES
		FIRE DEPT. CONNECTION
		SITE LIGHT (9 C500)
		POWER POLE & GUY WIRE
		BOLLARD
		RESTORE CONCRETE, ASPHALT, LANDSCAPING, ETC. AFTER UTILITY INSTALLATION

KEY TAGS:

1. INSTALL SS CLEANOUT (7 C500)
2. INSTALL SEWER LATERAL SERVICE CONNECTION (SLSC1 C502)
3. CONNECT IRRIGATION LINE STUB FROM BUILDING
4. INSTALL SS SAMPLING MANHOLE (D7 C504)
5. INSTALL FIRE HYDRANT, VALVE & WATERLINE (FH1 C502)
6. INSTALL APWA 316 ISOLATION BOX W/ORIFICE & SNOUT (4 C502) (316 C503)
7. INSTALL WATER LINE, SETTER, & 5X5 VAULT (WSC1 C502) (505 C504)
8. INSTALL 1500 GALLON GREASE TRAP/INTERCEPTOR (D12 C504)
9. INSTALL SD CLEANOUT (2 C500)
10. INSTALL SD INLET (5 C500)
11. INSTALL ROOFDRAIN/DOWNSPOUT CONNECTION (1 C500)
12. INSTALL 4" WASHOUT VALVE/BLOWOUT (571 C504)

NOTES:

UPSTREAM OF SD ISOLATION BOX THE STORM DRAIN SYSTEM IS PRIVATELY OWNED AND MAINTAINED DOWNSTREAM OF ISOLATION BOX WILL BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN CITY.

EAGLE MOUNTAIN CITY GENERAL NOTES:

1. SEWER–
   - PIPE BEDDING: ¾" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
   - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
   - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
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   - LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY & BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
   - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
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   - SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS & OTHER FITTINGS.
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   - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT & TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

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Rev.	Date	Comment
A	05.17.24	CITY COMMENTS

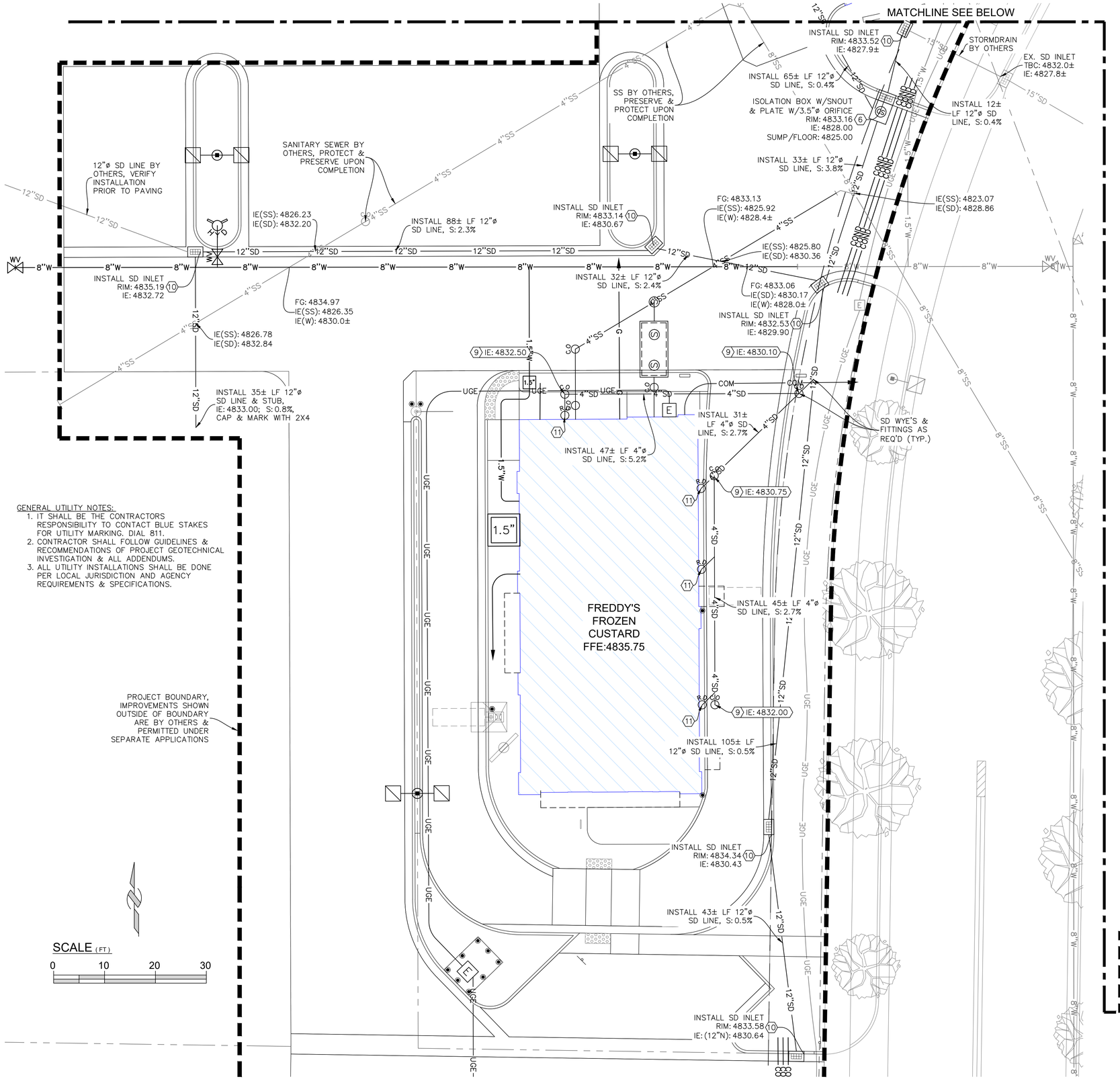
DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149789
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:49:38 PM

UTILITY PLAN
WAT, SS, ELEC, G

C200



GENERAL UTILITY NOTES:

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LEGEND

PROPOSED	EXISTING	
SD	SD	STORMDRAIN LINE
SS	SS	SANITARY SEWER LINE
W	W	WATER LINE
OHE	OHE	OVERHEAD ELECTRIC LINE
UGE	UGE	UNDERGROUND ELECTRIC LINE
COM	COM	COMMUNICATIONS LINE
G	G	GAS LINE
COND	COND	CONDUIT
		PROPERTY LINE
		EASEMENT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		SANITARY SEWER MANHOLE
		ELECTRICAL/TRANSFORMER BOX
		FIRE HYDRANT
		WATER METER & DIAMETER IF KNOWN
		WATER, IRRIGATION, POST INDICATOR VALVES
		FIRE DEPT. CONNECTION
		SITE LIGHT (9 C500)
		POWER POLE & GUY WIRE
		BOLLARD
		RESTORE CONCRETE, ASPHALT, LANDSCAPING, ETC. AFTER UTILITY INSTALLATION

KEY TAGS:

1. INSTALL SS CLEANOUT (7 C500)
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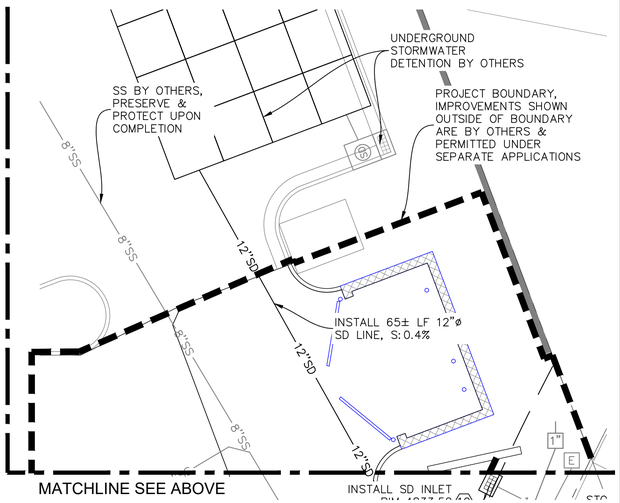
9. INSTALL SD CLEANOUT (2 C500)
10. INSTALL SD INLET (5 C500)
11. INSTALL ROOFDRAIN/DOWNSPOUT CONNECTION (1 C500)
12. INSTALL 4" WASHOUT VALVE/BLOWOUT (S71 C504)

NOTES:

UPSTREAM OF SD ISOLATION BOX THE STORM DRAIN SYSTEM IS PRIVATELY OWNED AND MAINTAINED DOWNSTREAM OF ISOLATION BOX WILL BE OWNED AND MAINTAINED BY EAGLE MOUNTAIN CITY.



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SALT LAKE CITY, UT
385.501.7371

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OWNER:
JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS

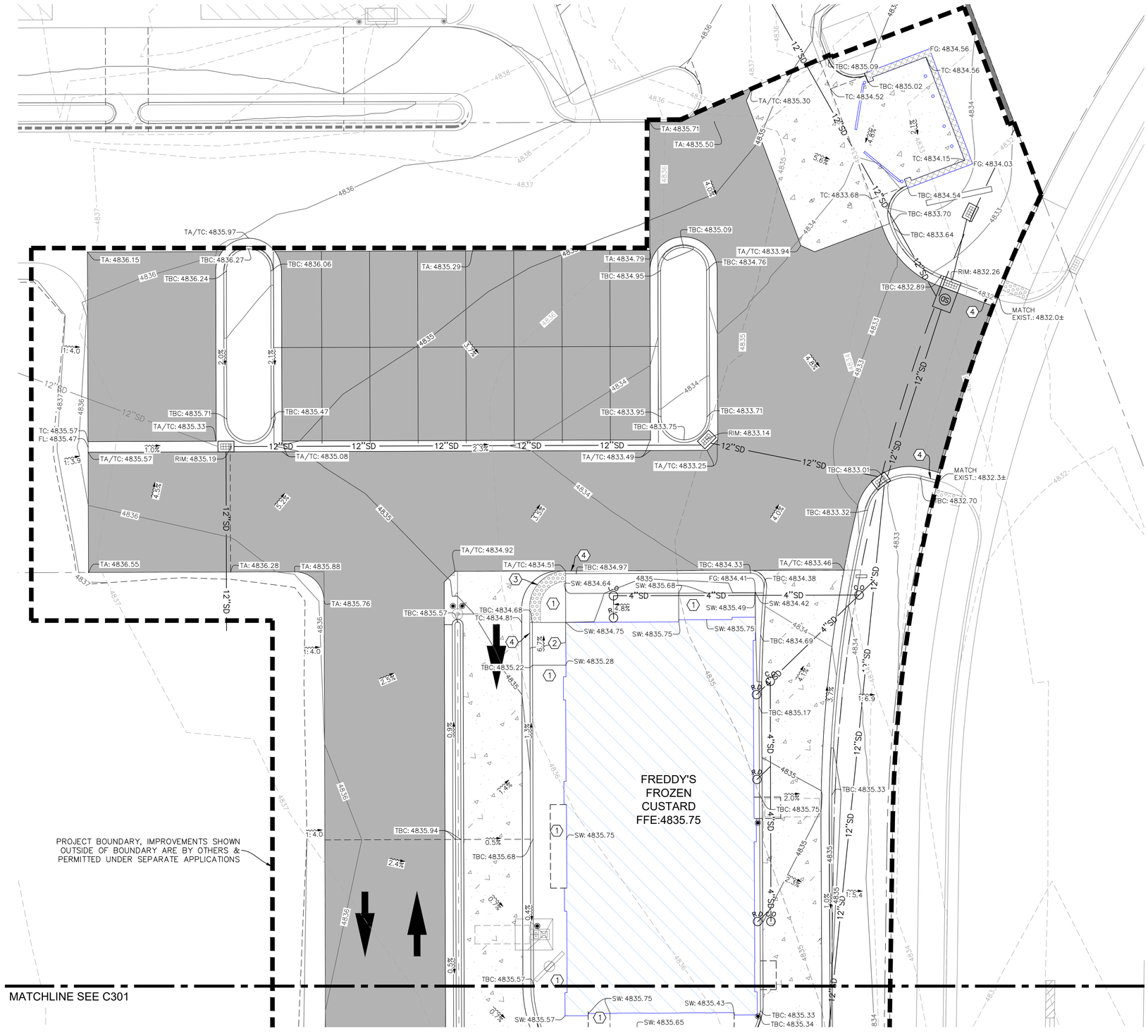
DRAWN BY: CBL
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:49:51 PM

UTILITY PLAN STORMDRAIN

C201



LEGEND

PROPOSED	EXISTING	
4650	4650	MAJOR CONTOUR
4649	4649	MINOR CONTOUR
		DITCH BANK, FLOWLINE
		BUILDING/STRUCTURE
		CURB, GUTTER
		PROPERTY LINE
		GRADE BREAK LINE/CONVERGENCE POINT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
	SD	STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		ADA TRUNCATED DOMES

KEY TAGS:

1. ADA ZONE/LANDING, SLOPE < 2% IN ANY DIRECTION
2. INSTALL ADA RAMP (9 / C50)
3. LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN; WHEN GUTTER IS PRESENT PROVIDE 2" ELEVATION CHANGE FROM FLOWLINE TO BACK OF CURB (6" MIN. SLOPE LENGTH) TO MAINTAIN DRAINAGE WITHIN GUTTER & ADA ACCESSIBILITY
4. TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.

DESIGN ELEVATION CALLOUT NOTIFICATION:
TA & TC LABELS REFER TO THE LOWER ELEVATION WHEN LABEL IS PLACED AT A POINT OF ABRUPT VERTICAL CHANGE (FACE OF CURB, FACE OF DROP SIDEWALK, ETC.)

SCALE (FT)
0 10 20 30

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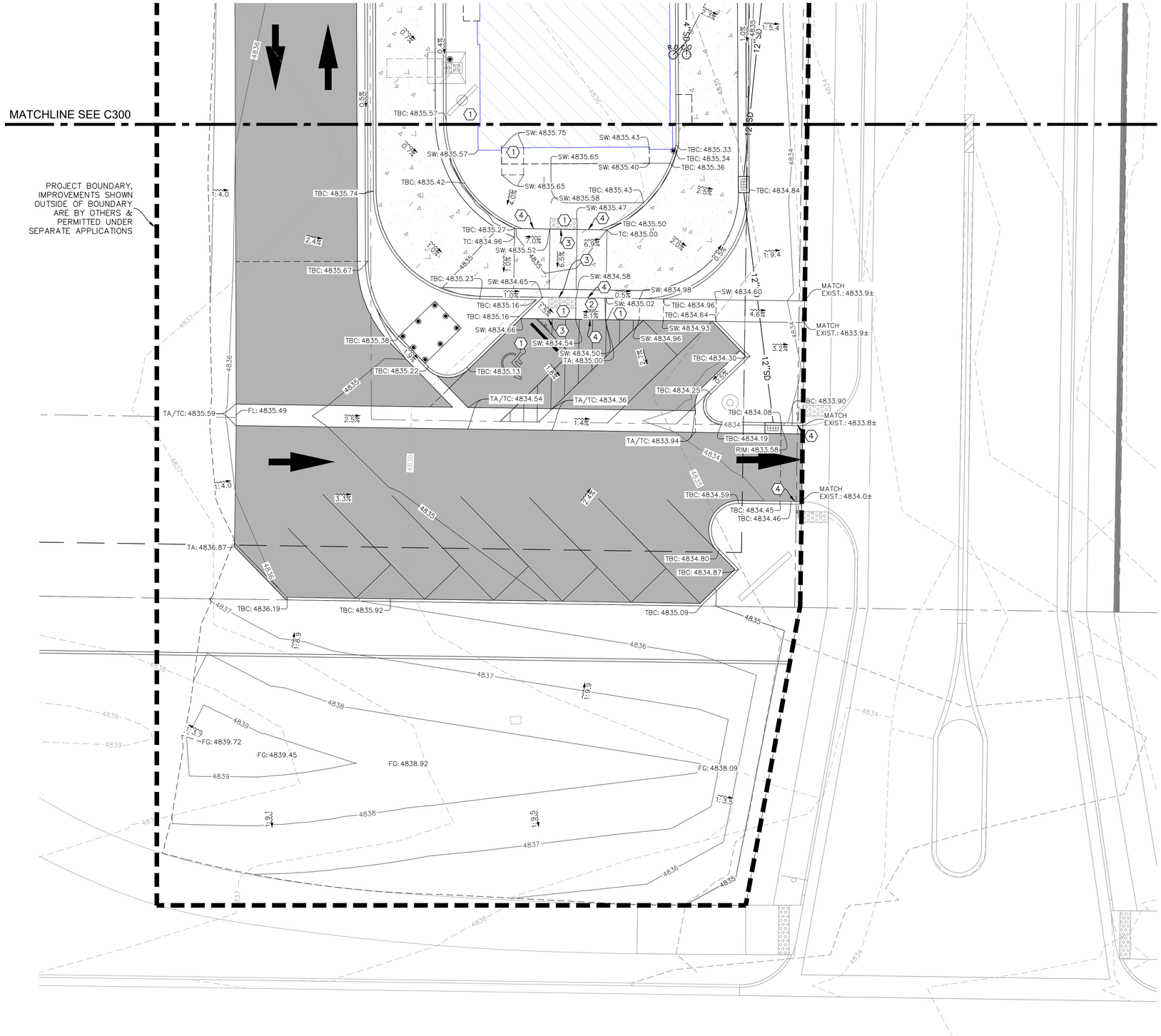
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149788
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:50:15 PM

GRADING PLAN
NORTH
C300



LEGEND

PROPOSED	EXISTING	
4650	4650	MAJOR CONTOUR
4649	4649	MINOR CONTOUR
		DITCH BANK, FLOWLINE
		BUILDING/STRUCTURE
		CURB, GUTTER
		PROPERTY LINE
		GRADE BREAK LINE/CONVERGENCE POINT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
	SD	STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		ADA TRUNCATED DOMES

KEY TAGS:

1. ADA ZONE/LANDING, SLOPE < 2% IN ANY DIRECTION
2. INSTALL ADA RAMP (9/C501)
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4. TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.

DESIGN ELEVATION CALLOUT NOTIFICATION:
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SCALE (FT)
0 10 20 30

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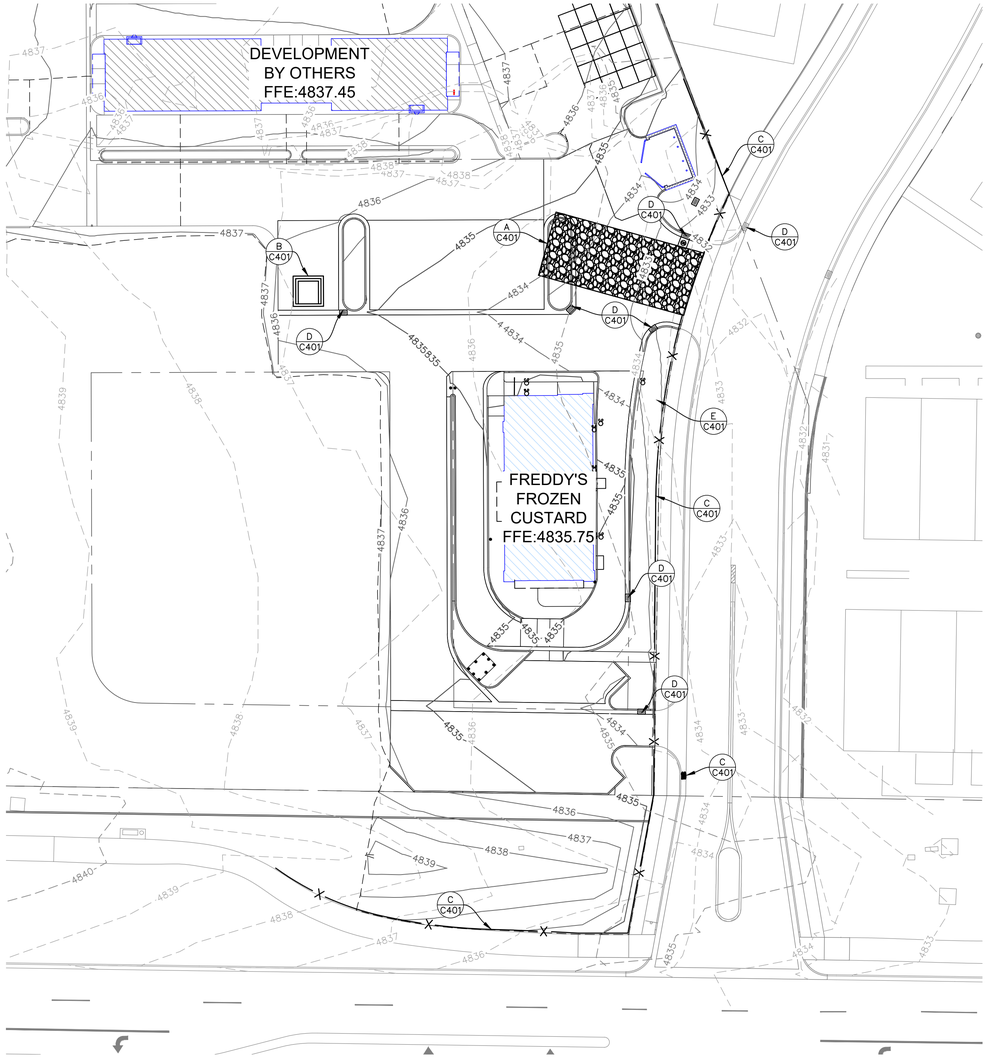
PROFESSIONAL ENGINEER
No. 5149789
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:50:26 PM

GRADING PLAN SOUTH
C301



SWPPP GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH ADJACENT PROJECTS & CONTRACTORS TO ASSURE ALL REASONABLE ACTIONS ARE TAKEN TO AVOID STORMWATER POLLUTION PREVENTION.
2. CONTRACTOR SHALL REGISTER FOR COVERAGE UNDER THE STATE OF UTAH UPDES, UTRC PERMIT AND PROVIDE THE NECESSARY PLAN, REPORTING AND DOCUMENTATION REQUIRED FOR COMPLIANCE.
3. CONTRACTOR MAY ADJUST THIS SHEET AS REQUIRED TO MEET PERMIT REQUIREMENTS AND THE NEEDS OF THE PROJECT.

SCALE (FT)

0 30 60 90

LEGEND

PROPOSED	EXISTING	
SD	SD	STORMDRAIN LINE
		PROPERTY LINE
1775	1775	MAJOR CONTOUR
1776	1776	MINOR CONTOUR
		DITCH BANK, FLOWLINE
X		SILT FENCE, STRAW WATTLE
		STRAW BAIL
		GRAVEL BAG
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
	SD	STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION

A C401 CONSTRUCT VEHICLE TRACKING CONTROL ENTRANCE, LOCATION TO BE DETERMINED BY CONTRACTOR THROUGHOUT PROJECT FOR PRACTICALITY

B C401 CONSTRUCT CONCRETE WASHOUT FACILITY, LOCATION(S) TO BE DETERMINED BY CONTRACTOR THROUGHOUT PROJECT FOR PRACTICALITY, CLEAN & DISPOSE OF EXCESS MATERIAL AS NECESSARY IN A LAWFUL MANNER

C C401 INSTALL SILT FENCE, STRAW WATTLE OR BALE EROSION CONTROL BARRIER AT ALL LOCATIONS WHERE STORMWATER RUNOFF MAY FLOW OFF-SITE

D C401 PLACE INLET PROTECTION, OVER PROPOSED & EXISTING INLETS UNTIL COMPLETION OF SITE CONSTRUCTION & LANDSCAPING (TYP. ALL INLETS)

E C401 CONTRACTOR SHALL INSTALL SWPPP SIGN IN LOCATION SELECTED BY CITY INSPECTOR OR CONTRACTOR.

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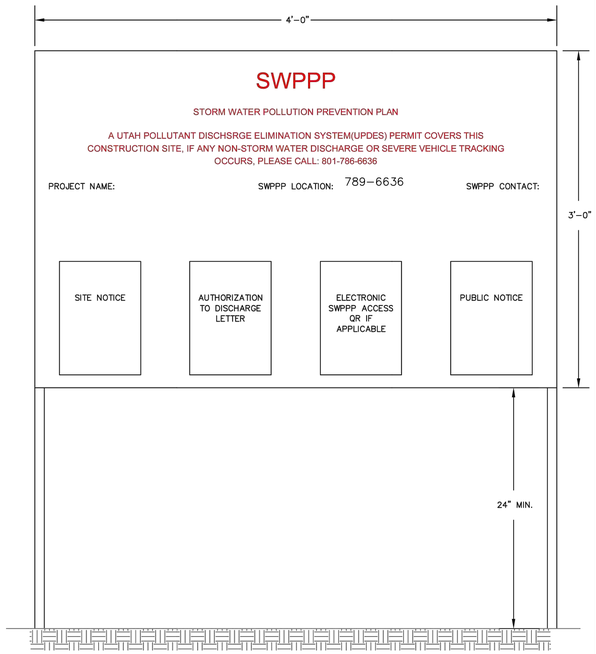
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:50:44 PM

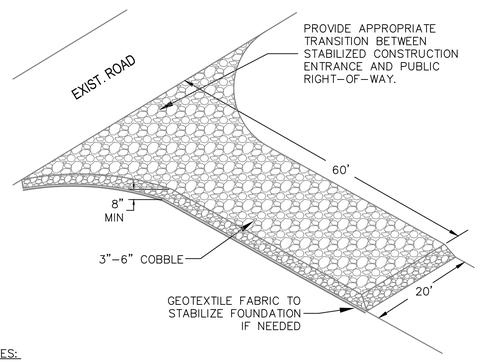
SWPPP

C400



E — COMMERCIAL SWPPP SIGN
NTS

DRAWN RSB REVISED — DATE MAY 2022 SCALE VARIES	EAGLE MOUNTAIN CITY	EAGLE MOUNTAIN	STANDARD DETAILS FOR 1 ACRE OR LARGE RESIDENCE AND ALL COMMERCIAL SWPPP SIGN	DRAWING NO. ALCSS-1



NOTES:

1. STONE SIZE: 3"-6" OPEN GRADEROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 8"
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

A — VEHICLE TRACKING CONTROL
NTS

PORTABLE TOILET:

1. A PORTABLE TOILET(S) IS NECESSARY FOR THE DURATION OF THIS PROJECT.
2. PORTABLE TOILET COMPANY IS TO PLACE TOILETS AT LEAST 10' AWAY FROM PROPERTY LINES OR SIDEWALKS WITHIN A LEVEL 1' CUT DOWN AREA, MIN. 20'X20' THAT WILL TRAP AND CONTAIN SEWER IN THE EVENT OF TIPPING. SECURE TOILET ENCLOSURES TO THE GROUND TO AVOID TIPPING.
3. PORTABLE TOILET COMPANY IS REQUIRED TO SCRAPE TIRES IF THEY ALLOW MUD TO STICK TO TIRES DURING PLACEMENT OR SERVICE.

SCRAPE TIRES:

1. IT IS NOT PRACTICAL TO PROVIDE A PARKING PAD FOR THE EXCAVATION, FORKLIFT AND FINAL GRADE OPERATIONS, THEREFORE IT IS NECESSARY TO SCRAPE TIRES OR TRACKS.
2. REMOVE MUD FROM TIRES AND TRACKS BY SCRAPING. ANY TOOL EFFECTIVE AT REMOVING MUD IS ACCEPTABLE.
3. APPLY ROADWAY CLEAN UP AS NEEDED.

MECHANICAL SWEEPING (ROADWAY CLEANUP):

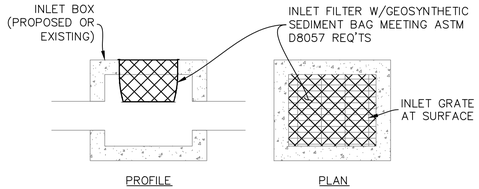
1. THE SMALL AMOUNTS OF MUD TRAPPED IN THE TREAD WILL SPREAD DIRT ON THE STREETS OVERTIME AND SOME DIRT CAN MIGRATE OR BE SPREAD BY VARIOUS OPERATIONS WHICH IS EXPECTED AND WILL BE MANAGED BY THE PROJECT MANAGER, HOWEVER, ANY TRADE NOT FOLLOWING BMP'S THAT RESULT IN DIRT ON THE ROADWAYS WILL BE HELD ACCOUNTABLE FOR ANY DAMAGES.
2. A MECHANICAL STREET SWEEPING COMPANY MAY BE REQUIRED TO REMOVE DIRT AND MUD OF LEVELS BEYOND MANUAL SWEEPING CAPABILITIES.

MANUAL SWEEPING (ROADWAY CLEANUP):

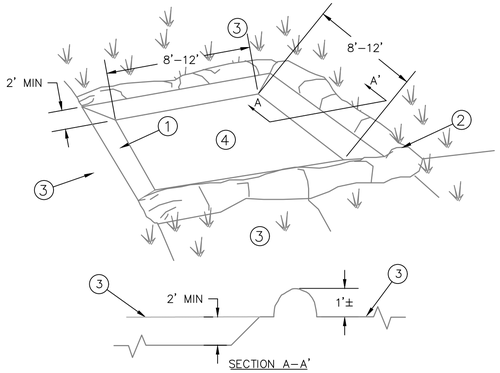
1. SOME OPERATIONS REQUIRE DRIVING OFF DURABLE SURFACES AND THE TRACK OUT OR BOUNDARY CONTROLS CAN FAIL WHICH WILL NECESSITATE CLEANING OF THE STREETS AND GUTTERS.
2. SQUARE NOSE SHOVEL AND BROOM WILL BE NEEDED TO REMOVE TRACKED OUT MUD AND DIRT THAT END UP ON STREETS FROM REGULAR OPERATIONS. REPEAT REMOVAL UNTIL NO MORE MUD CAN BE PICKED UP. DO NOT WORRY ABOUT THE DIRT STAIN AND DO NOT WASH WITH WATER. THE SMALL AMOUNTS OF MUD TRAPPED IN THE TREAD WILL ALSO SPREAD DIRT ON THE STREET OVERTIME AND MAY REQUIRE MECHANICAL SWEEPING TO BE REMOVED.
3. MANUAL SWEEPING TO BE APPLIED IMMEDIATELY FOLLOWING THE INCIDENT. MINOR TRACK OUT NOT CAUSING A PUBLIC NUISANCE AND NO RISK OF BEING WASHED TO STORMWATER SYSTEMS MAY BE REMOVED AT END OF DAY OR BEFORE FORECAST STORM EVENT WHICHEVER COMES FIRST.

PARKING PAD:

1. MOST TRADESMEN WILL NEED TO ENTER AND EXIT THE SITE EITHER TO TRANSPORT TOOLS OR SUPPLIES. THE PARKING PAD SYSTEM INTENDED TO PREVENT MUD FROM STICKING TO TIRES OR TRACKS.
2. ALL TRADESMEN ARE REQUIRED TO PARK ON THE PARKING PAD OR THE STREET EXCEPT FOR THE TRADESMEN AUTHORIZED BY THE PROJECT MANAGER TO DRIVE OFF THE PAD. ANY TRADES WITH MUD ON THE TIRES MUST SCRAPE THEIR TIRES. THE FORKLIFT, EXCAVATOR, SKID-STEER OPERATORS ARE THE ONLY PERSONS ALLOWED OFF THE PAD.
3. INSTALL APPROXIMATELY 20'X30' PARKING PAD WITH ADJACENT 20'X20' STORAGE AREA FOLLOWING BACKFILL OF FOUNDATION. PARKING PAD TO BE ¾" GRAVEL 6" DEEP.
4. REPLACE GRAVEL OR RAKE WHEN MUD OR DIRT IS STICKING TO TIRES.



D — INLET PROTECTION
NTS

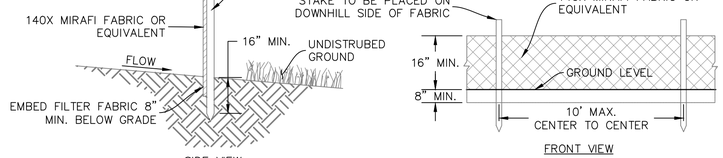


1. EXCAVATE 2' DEPTH MIN.
2. EXCAVATED MATERIAL TO FORM BERM ±1'
3. EXISTING GRADE
4. PIT SHALL BE LINED WITH LEAK PROOF SHEETING OR WASHOUT SHALL BE A LEAKPROOF CONTAINER

NOTE:

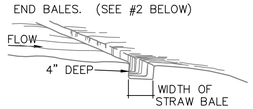
1. INSPECT PERIODICALLY AND CLEAN OUT CONCRETE BEFORE IT REACHES THE BOTTOM OF THE EARTH BERM.
2. DISPOSE OF CONCRETE OFF-SITE IN LAWFUL MANNER RESTORE AREA TO ORIGINAL GRADE AT END OF JOB.
3. FOR WASHING APPLICATORS AND CONTAINERS USED FOR STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, OR OTHER MATERIALS: DIRECT WASH WATER INTO A LEAK-PROOF CONTAINER OR LEAK-PROOF AND LINED PIT DESIGNED SO THAT NO OVERFLOWS CAN OCCUR DUE TO INADEQUATE SIZING OR PRECIPITATION.
4. DIRECT WASH WATER INTO A HARD SIDED LEAK-PROOF CONTAINER OR LEAK-PROOF AND LINED PIT DESIGNED SO THAT NO OVERFLOWS CAN OCCUR DUE TO INADEQUATE SIZING OR PRECIPITATION.
5. LOCATE ANY WASHOUT OR CLEAN-OUT ACTIVITIES AS FAR AWAY AS POSSIBLE FROM STORM WATER INLETS OR CONVEYANCES.

B — CONCRETE WASHOUT BASIN
NTS

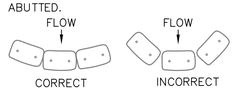


SILT FENCE

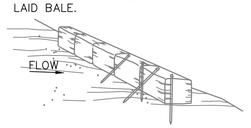
1. DIG A 4" BY 2' TRENCH. ALIGHN TRENCH PARALLEL TO CONTOURS BUT CURVED SLIGHTLY UPHILL SO RUNOFF CANNOT ESCAPE AROUND THE END BALES. (SEE #2 BELOW)



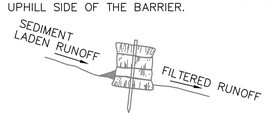
2. PLACE BALES IN TRENCH WITH ENDS TIGHTLY ABUTTED.



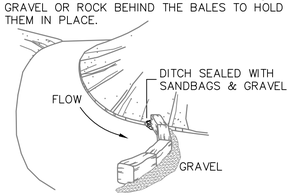
3. ANCHOR EACH BALE WITH 2 STAKES HAMMERED 11/2' TO 2' INTO THE GROUND. ANGLE THE FIRST STAKE IN EACH BALE TOWARDS THE PREVIOUSLY LAID BALE.



4. WEDGE LOOSE STRAW BETWEEN BALES. BACKFILL AND COMPACT THE EXCAVATED SOIL AGAINST THE UPHILL SIDE OF THE BARRIER.



5. WHEN INSTALLING BALES ON PAVEMENT, PILE GRAVEL OR ROCK BEHIND THE BALES TO HOLD THEM IN PLACE.



NOTES:

1. INSPECT PERIODICALLY AND AFTER EACH STORM. REPLACE DAMAGED WATTLES & BALES; RE-ANCHOR DISPLACED ONES. CLEAN OUT SEDIMENT BEFORE IT REACHES THE TOP OF THE WADDLES & BALES. DEPOSIT THE REMOVED SEDIMENT WHERE IT WILL NOT ENTER A DRAINAGE WAY.
2. MATERIALS:
   - 2.1. 9"ø STRAW WATTLES BOUND WITH NETTING & TWINE, STRAW BALES BOUND WITH TWINE, WOOD STAKES 5' O.C. (2X2, 2' LONG) OR STEEL PICKETS.
   - OR
   - 2.2. STRAW BALES BOUND WITH TWINE, WOOD STAKES (2X2, 4' LONG) OR STEEL PICKETS, 2 STAKES PER BALE.

STRAW WATTLE/BALE

C — SILT FENCE, STRAW WATTLE OR BALE EROSION CONTROL
NTS

LEGACY DESIGN GROUP
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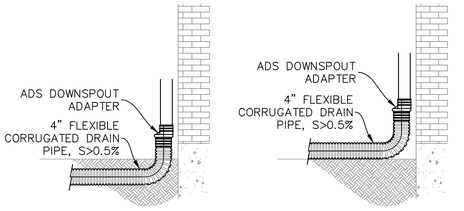
PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

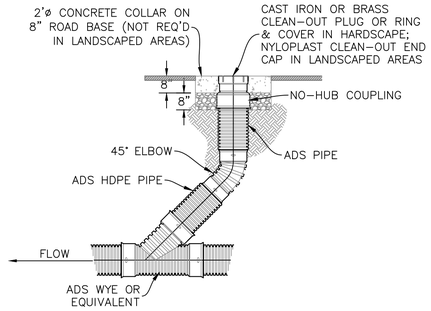
6/25/2024 2:50:55 PM

SWPPP DETAILS
C401

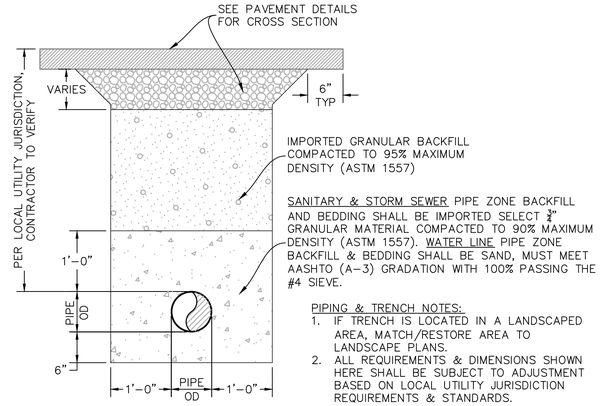


NOTE: USED BURIED APPLICATION UNLESS NOTED OTHERWISE ON PLAN

1 — DOWNSPOUT CONNECTION
NTS

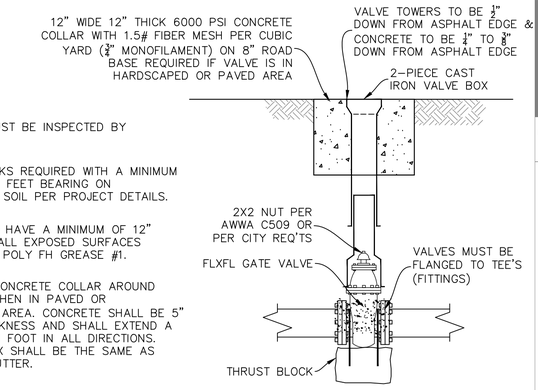


2 — STORMDRAIN CLEANOUT
NTS



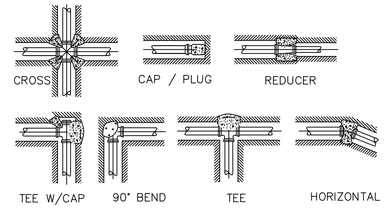
PIPING & TRENCH NOTES:
1. IF TRENCH IS LOCATED IN A LANDSCAPED AREA, MATCH/RESTORE AREA TO LANDSCAPE PLANS.
2. ALL REQUIREMENTS & DIMENSIONS SHOWN HERE SHALL BE SUBJECT TO ADJUSTMENT BASED ON LOCAL UTILITY JURISDICTION REQUIREMENTS & STANDARDS.

3 — STANDARD TRENCH DETAIL
NTS: SEE GEOTECHNICAL INVESTIGATION FOR SPECIAL TRENCH REQ'TS



VALVE NOTES
1. ALL WORK MUST BE INSPECTED BY ENGINEER.
2. THRUST BLOCKS REQUIRED WITH A MINIMUM OF 4 SQUARE FEET BEARING ON UNDISTURBED SOIL PER PROJECT DETAILS.
3. #4 REBAR TO HAVE A MINIMUM OF 12" EMBEDMENT. ALL EXPOSED SURFACES COATED WITH POLY FH GREASE #1.
4. CONSTRUCT CONCRETE COLLAR AROUND VALVE BOX WHEN IN PAVED OR HARDSCAPED AREA. CONCRETE SHALL BE 5" MINIMUM THICKNESS AND SHALL EXTEND A MINIMUM OF 1 FOOT IN ALL DIRECTIONS. CONCRETE MIX SHALL BE THE SAME AS CURB AND GUTTER.

4 — WATER VALVE
NTS



USE CRETEX 2X3 PRECAST INLET W/REQ'D GRADE RINGS WITH NEENAH FRAME & GRATE:
CURB APPLICATION: USE NEENAH R-3067-C, FRAME & GRATE TO RECEIVE CONCRETE COLLAR AND ALIGN WITH CURB & GUTTER.

WATERWAY OR LANDSCAPE APPLICATION: USE NEENAH R-3382, FRAME & GRATE TO RECEIVE CONCRETE COLLAR & ALIGN WITH WATERWAY.

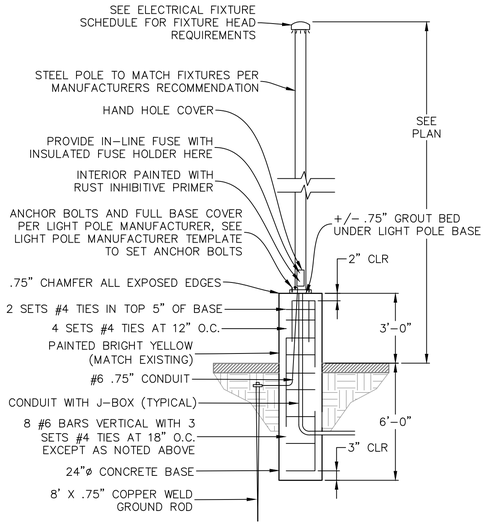
ASPHALT APPLICATION: USE NEENAH R-3406, FRAME & GRATE TO RECEIVE CONCRETE COLLAR & ALIGN WITH SIDEWALK.

5 — 2x3 INLET BOX
NTS

6 — BOLLARD
NTS

SIGN BASE DIMENSIONS			
A	B	C	D
7'-10'	2'-6"	2'-0"	1'-3"
< 7'	1'-6"	1'-0"	0'-8"

7 — SIGN BASE
NTS



9 — PARKING LOT LIGHT POLE BASE
NTS

BEARING AREA = (TEST PRESSURE/250) X (2000/SOIL BEARING STRESS) X (TABLE VALUE)

MINIMUM BEARING AREA IN SQUARE FEET										
FITTING SIZE	TEE, WYE PLUG OR CAP	90° BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22 1/2° BEND	11 1/4° BEND	45° VERT BEND* (CU YDS.)	22 1/2° VERT BEND (CU YDS.)	11 1/4° VERT BEND* (CU YDS.)
			A1	A2						
4"	2.4	3.3	3.3	1.5	1.8	0.9	0.5	1.2	0.5	0.2
6"	5.3	7.5	7.5	5.6	4.1	2.1	1.0	1.9	1.0	0.5
8"	9.4	13.3	13.3	10.0	7.2	3.7	1.8	3.4	1.8	0.9
10"	14.7	20.8	20.8	17.5	11.3	5.7	2.9	5.3	2.9	1.5
12"	21.2	30.0	30.0	26.7	16.2	8.3	4.2	7.7	4.1	2.1
14"	28.9	40.8	40.8	33.3	22.1	11.3	5.7	10.4	5.6	2.9
16"	37.7	53.3	53.3	45.8	28.9	14.7	7.4	13.6	7.4	3.8
18"	47.7	67.5	67.5	60.0	36.5	18.6	9.4	17.2	9.3	4.8

NOTES:

1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH OR STRUCTURAL BACKFILL APPROVED BY ENGINEER.
2. KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES.
3. REQUIRED BEARING AREAS AT FITTINGS SHALL BE AS REQUIRED IN NOTE 7 TO CONFORM TO TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
4. BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN ON THIS TYPICAL DETAIL.
5. ALL BURIED PIPING EXCEPT FLANGED, SCREWED, SOCKET WELD PVC OR WELDED STEEL PIPE SPECIFIED TO BE PRESSURE TESTED SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL DIRECTION CHANGES UNLESS OTHERWISE NOTED.
6. THRUST BLOCKS SHALL NOT BE LOCATED OR SIZED TO ENCASE ADJACENT PIPES OR FITTINGS.
7. BEARING AREAS ARE BASED ON TEST PRESSURE OF 250 P.S.I. AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 POUNDS PER SQUARE FOOT.

8 — THRUST BLOCK
NTS

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ABERDEEN, SD
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385.501.7371

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OWNER:
JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS

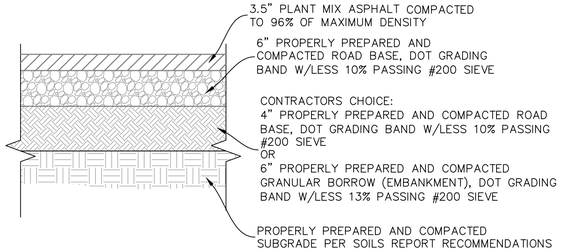
DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

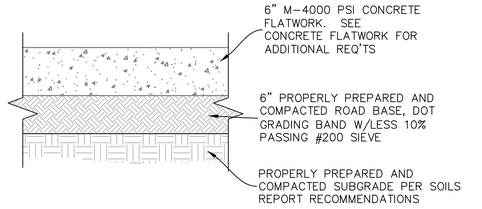
6/25/2024 2:51:21 PM

CIVIL DETAILS
C500

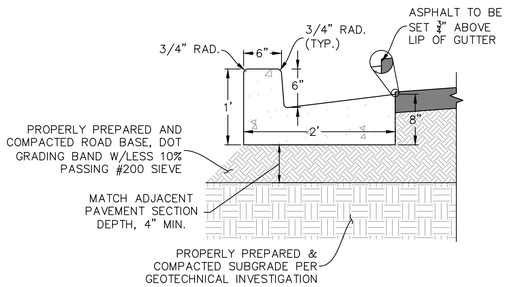
NOTES:
PROOF ROLLING REQUIRED ON ALL SECTIONS OF ROAD: I.E. SUB-GRADE, SUB-BASE, & CURB BASE & ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION & STRING LINE REQUIRED FOR SUB-BASE & ROAD BASE INSPECTION.



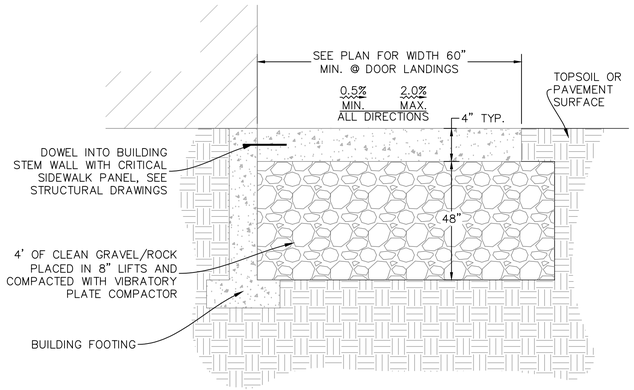
1 — FLEXIBLE PAVEMENT SECTION
NTS PAVEMENT SECTION TO MEET SOILS REPORT REQUIREMENTS



2 — RIGID PAVEMENT SECTION
NTS PAVEMENT SECTION TO MEET SOILS REPORT REQUIREMENTS

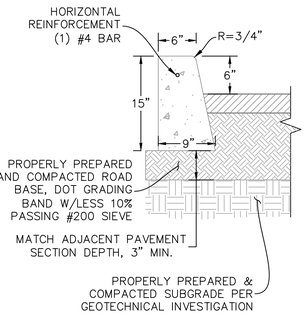


3 — 24" CURB & GUTTER
NTS

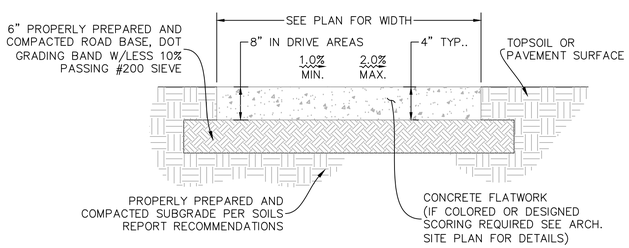


NOTES:
1. MINIMUM SIDEWALK: 60" IN DIRECTION OF TRAVEL
2. PLACE EXPANSION JOINT BETWEEN CRITICAL PANEL & ADJACENT CONCRETE & SIDEWALK.
3. SEE "TYPICAL CONCRETE FLATWORK" DETAIL FOR ADD'L REQ'TS.
4. CRITICAL CONCRETE SIDEWALK PANEL TO BE USED AT ALL SIDEWALK PANELS ADJACENT TO EXTERIOR BUILDING DOORS.
5. DO NOT EXCEED MAX SLOPE OF 2% IN ALL DIRECTIONS PER ADA REQUIREMENTS.

4 — CRITICAL SIDEWALK PANEL & LANDING
NTS



5 — CONCRETE CURB WALL
NTS



NOTES:
1. PLACE CONCRETE ON 6" OF ROAD BASE COMPACTED TO 95% MAXIMUM PROCTOR DENSITY AS DETERMINED BY ASTM D-1557.

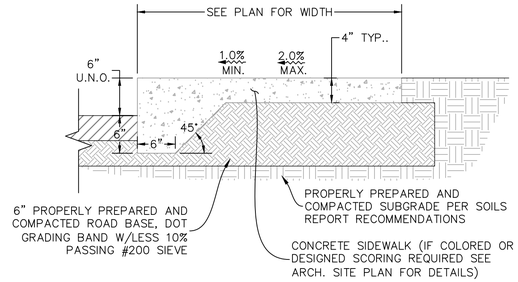
2. EXPANSION JOINTS EVERY 100 FEET, AT ALL CHANGES IN DIRECTION AND AT ALL LOCATIONS WHERE SLAB ABUTS OTHER CONCRETE OR SOLID OBJECT.

3. PLACE SCORE LINES SPACED NOT GREATER THAN WIDTH OF SLAB OR SIDEWALK, MAX=8'.

4. SIDEWALK TO BE 8" THICK WHEN PLACED IN DRIVE APPROACH.

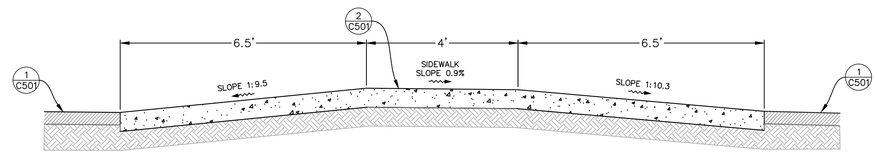
5. USE FINE HAIR TO FINISH WALKS ON GRADES UNDER 6% AND ROUGH HAIR ON GRADES OVER 6%.

6 — TYPICAL CONCRETE SIDEWALK & FLATWORK
NTS

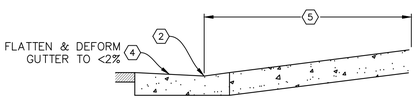


NOTES:
1. SEE "TYPICAL CONCRETE SITEWORK & FLATWORK" DETAIL FOR ADD'L REQ'TS.

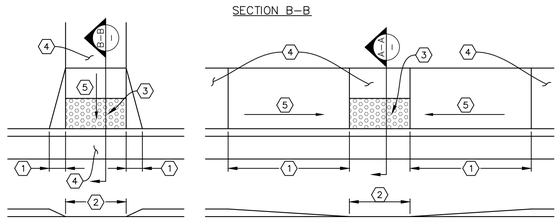
7 — THICKENED EDGE SIDEWALK
NTS



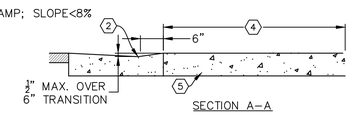
8 — RAISED SIDEWALK SECTION
NTS



SECTION B-B



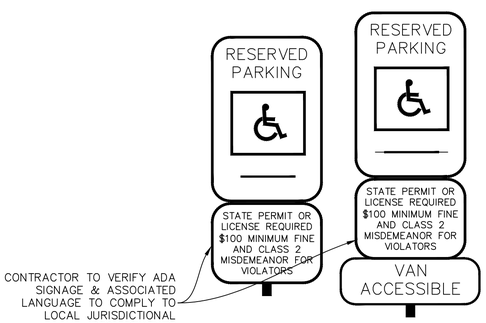
1. TRANSITION TO LOWBACK CURB/ZERO REVEAL; L=RAMP LENGTH IF PARALLEL TO RAMP, 18" MIN. OTHERWISE
2. LOWBACK CURB/ZERO REVEAL, SEE SITE PLAN FOR LENGTH
3. TRUNCATED DOMES MEETING ADA REQ'TS ALONG ENTIRE DISTANCE OF LOWBACK CURB
4. LANDING; SLOPE<2% FOR 60" MIN. IN DIRECTION OF TRAVEL
5. RAMP; SLOPE<8%

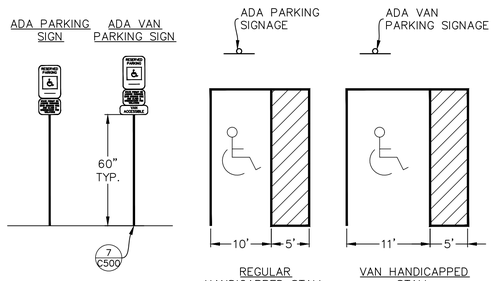


SECTION A-A

NOTES:
1. RAMPS SHALL COMPLY WITH CURRENT DEPARTMENT OF JUSTICE ADA STANDARDS & ICC A117.1.
2. ABRUPT CHANGES IN LEVEL UP TO 1/4" MAXIMUM ARE ALLOWED.
3. ABRUPT CHANGES IN LEVEL GREATER THAN 1/4" BUT LESS THAN 1/2" SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1 VERTICAL: 2 HORIZONTAL.
4. ABRUPT CHANGES IN LEVEL GREATER THAN 1/2" ARE PROHIBITED.

9 — ADA RAMP
NTS



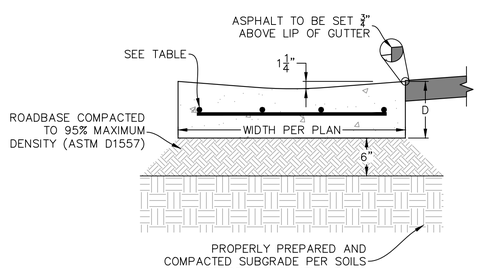


ADA SIGNAGE

NOTES:
1. TWO REGULAR STALLS CAN SHARE ONE ACCESS AISLE.
2. TWO VAN STALLS CAN SHARE ONE ACCESS AISLE.
3. PARKING SPACE AND LOADING ZONE TO HAVE MAX. SLOPE OF 2% IN ALL DIRECTIONS.
4. HANDICAPPED SIGNAGE SHALL BE PROVIDED FOR ALL HANDICAP STALLS ACCORDING TO ADA REQUIREMENTS. "VAN ACCESSIBLE" SIGN SHALL ALSO BE PROVIDED FOR ALL STALLS ADJACENT TO AN 8', OR LARGER, LOADING AREA. BOTTOM OF SIGNAGE SHALL BE 60" ABOVE FINISHED GRADE OF STALL.
5. SEE GRADING PLAN FOR SIDEWALK GRADING ELEVATIONS. RAMP SLOPES TO BE 1:12 MAX PER ADA REQUIREMENTS.
6. CONTRACTOR TO VERIFY, & MODIFY IF NECESSARY, ADA SIGNAGE TO ASSURE LOCAL COMPLIANCE REQUIREMENTS ARE MET.

10 — ADA PARKING STALLS
NTS

WATERWAY DIMENSION TABLE		
WIDTH	D	STEEL
24"	7"	3 No. 4 BARS
36"	8"	4 No. 4 BARS TIED AT 24" O.C. W/No. 4 BAR
48"	8"	5 No. 4 BARS TIED AT 24" O.C. W/No. 4 BAR



11 — CONCRETE WATERWAY
NTS

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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

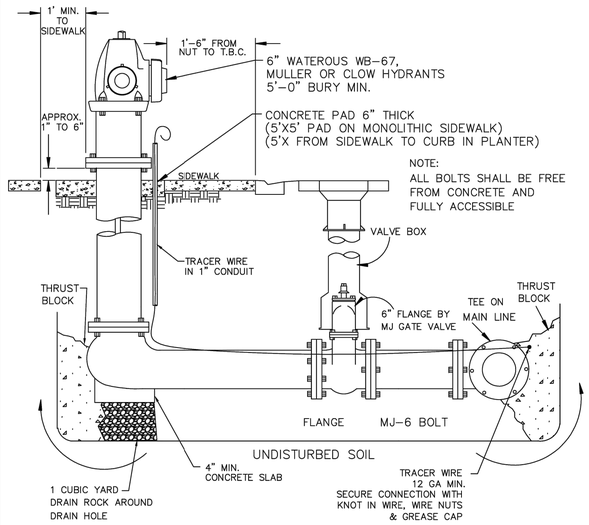
Rev.	Date	Comment
A	05.17.24	CITY COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER No. 5149785 CRAIG B. LARSEN STATE OF UTAH

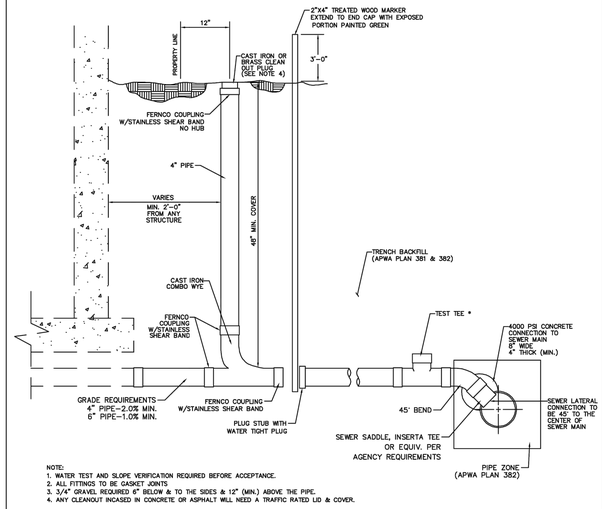
6/25/2024 2:51:32 PM

CIVIL DETAILS
C501



NOTES: 1. VALVE TO BE PLACED IN ASPHALT W/CONCRETE RING
2. TRACER WIRE TO BE RUN UP HYDRANT BARREL IN 1" CONDUIT.

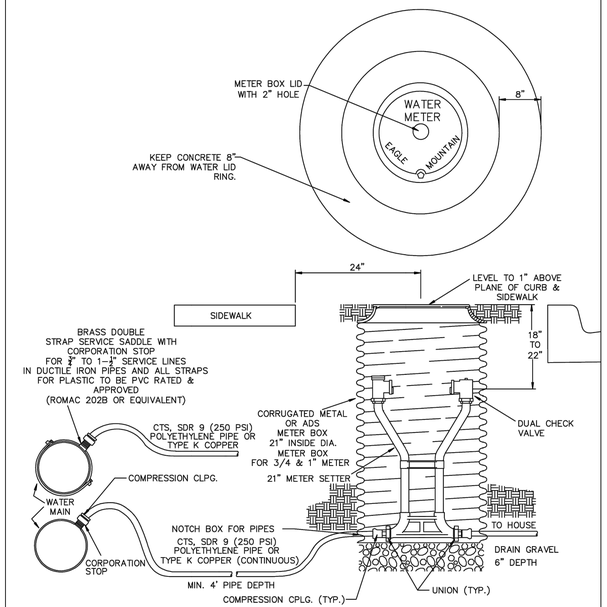
DRAWN	RSB				
REVISED	OCT 2020	EAGLE MOUNTAIN CITY	EAGLE MOUNTAIN	STANDARD DETAILS FOR: FIRE HYDRANT & VALVE	DRAWING NO. FH-1
DATE	NOV 2015				
SCALE	VARIES				



NOTE:
1. WATER TEST AND SLOPE VERIFICATION REQUIRED BEFORE ACCEPTANCE.
2. ALL FITTINGS TO BE GASKET JOINTS
3. 3/4" GRAVEL REQUIRED 6" BELOW & TO THE SIDES & 12" (MIN.) ABOVE THE PIPE.
4. ANY CLEANOUT INCASED IN CONCRETE OR ASPHALT WILL NEED A TRAFFIC RATED LID & COVER.

SEWER LATERAL SERVICE & CONNECTION TO EXISTING MAINLINE

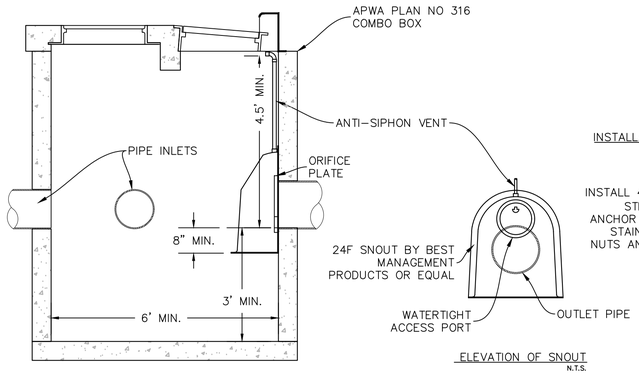
DRAWN	RSB				
REVISED		EAGLE MOUNTAIN CITY	EAGLE MOUNTAIN	STANDARD DETAILS FOR: SEWER LATERAL SERVICE & CONNECTION	DRAWING NO. SLSC-1
DATE	SEPT 2017				
SCALE	N.T.S.				



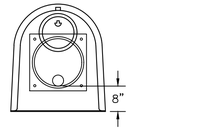
WATER SERVICE LINES AND METER BOX

NOTE: 1.5" AND LARGER WATER METER SHALL CONFORM TO STANDRAD FOR LARGE METERS. SEE DRAWING #LCM-1

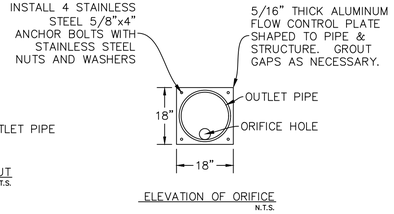
DRAWN	RSB				
REVISED	JUNE 2022	EAGLE MOUNTAIN CITY	EAGLE MOUNTAIN	STANDARD DETAILS FOR: WATER LINE, SETTER & CAN	DRAWING NO. WSC-1
DATE	NOV 2015				
SCALE	N.T.S.				



ELEVATION OF SNOUT
N.T.S.

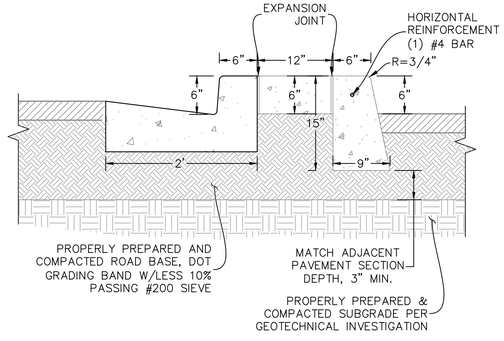


INSTALLATION OF SNOUT OVER ORIFICE PLATE
N.T.S.

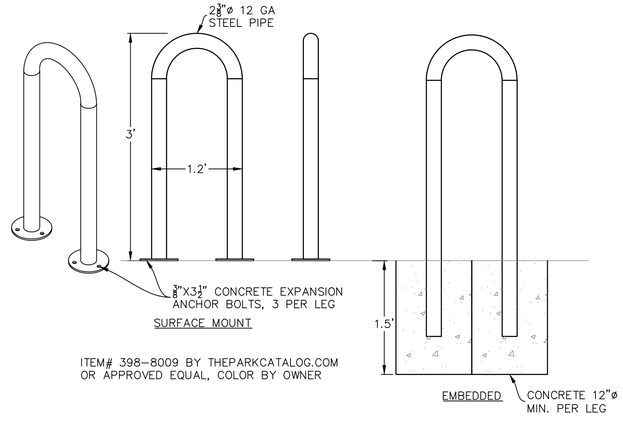


ELEVATION OF ORIFICE
N.T.S.

4 — APWA PLAN 316 ISOLATION COMBO BOX W/24F SNOUT
NTS



5 — ISLAND CURB DETAIL
NTS



ITEM# 398-8009 BY THEPARKCATALOG.COM OR APPROVED EQUAL, COLOR BY OWNER

6 — BICYLCE RACK
NTS

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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

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SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER No. 5149785 CRAIG B. LARSEN STATE OF UTAH

6/25/2024 2:51:41 PM

CIVIL DETAILS
C502

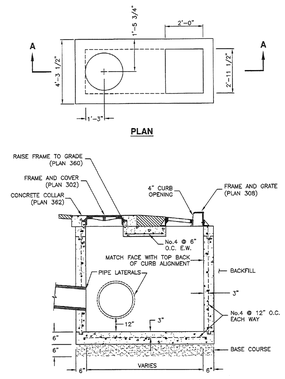
Combination catch basin and cleanout box

1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: Class 4000, APWA Section 03 30 04.
   D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
   E. Ladder Rungs: Plastic, or plastic coated steel typically 8-inches wide.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Curb Face Opening: Make opening at least 4-inches high. Provide at least a 2-inch drop between the "begin warp" line in the gutter flow-line and the top of the grate at the curb face opening.
   C. Ladder Rungs: Provide rungs in boxes over 6 feet deep. When measured from the floor of the box, place bottom rung the greater distance of 4 feet from the floor of the box or 1 foot above the top of the pipe. Place top rung within 3 feet of bottom of box ceiling.
   D. Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   E. Backfill: Provide backfill against all sides of the box. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

316



Utah Chapter — *Combination catch basin and cleanout box* — Plan 316 — March 2011

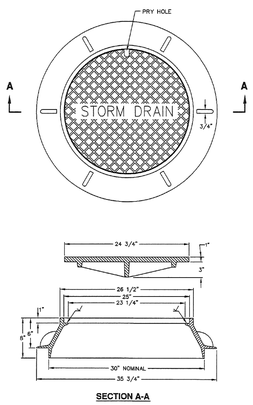
30" Frame and cover

1. **GENERAL**
   A. The frame and cover fits.
      1) Cleanout box type B in Plan 331, and
      2) Precast manhole in Plan 341.

2. **PRODUCTS**
   A. Castings: Grey iron class 35 minimum, ASTM A48.
      1) Coated with asphalt based paint or better (except on machined surfaces).
      2) Cast the heat number on the frame and cover.
      3) Give the frame and cover a machine finish so the cover will not rock.
      4) √ designates a machine finished surface.
      5) Cast the words "STORM DRAIN" on the cover in upper case flush with the surface finish.

3. **EXECUTION**
   A. Except in paved streets, provide locking manhole covers in easements, alleys, parking lots, and all other places. Drill and tap two holes to a depth of 1-inch at 90 degrees to pry hole and install 3/4 x 3/4-inch allen socket set screws.

302.1



Utah Chapter — *30" Frame and cover* — Plan 302.1 — September 2001

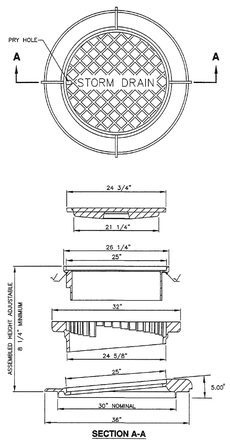
30" Frame and cover

1. **GENERAL**
   A. The frame and cover fits.
      1) Cleanout box type B in Plan 331, and
      2) Precast manhole in Plan 341.

2. **PRODUCTS**
   A. Castings: Grey iron class 35 minimum, ASTM A48.
      1) Coated with asphalt based paint or better (except on machined surfaces).
      2) Cast the heat number on the frame and cover.
      3) Give the frame and cover a machine finish so the cover will not rock.
      4) √ designates a machine finished surface.
      5) Cast the words "STORM DRAIN" on the cover in upper case flush with the surface finish.

3. **EXECUTION**
   A. Except in paved streets, provide locking manhole covers in easements, alleys, parking lots, and all other places. Drill and tap two holes to a depth of 1-inch at 90 degrees to pry holo and install 3/4 x 3/4-inch allen socket set screws.

302.2



Utah Chapter — *30" Frame and cover* — Plan 302.2 — September 2001

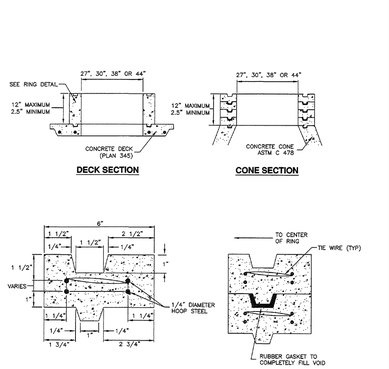
Raise frame to grade

1. **GENERAL**
   A. Grade rings are used in non-pressurized applications to adjust frame to grade.

2. **PRODUCTS**
   A. Concrete: Class 4000, APWA Section 03 30 04.
   B. Reinforcement: Deformed, 60 ksi yield grade hoop steel, ASTM A615.
      1) 2 1/2" High Rings: Provide two 1/4" diameter steel hoops tied with No. 14 AWS gage wire, 8" on center.
      2) 6" and 8" High Rings: Provide four 1/4" diameter steel hoops, tied with No. 14 AWS gage wire, 8" on center.
   C. Gasket: Rubber-based, compressible.

3. **EXECUTION**
   A. Ring Manufacture:
      1) Fabrication, APWA Section 03 30 10.
      2) Cure, APWA Section 03 39 00.
   B. Field Installation: Seat rings with a compressible gasket.

360.1



Utah Chapter — *Raise frame to grade* — Plan 360.1 — May 2006

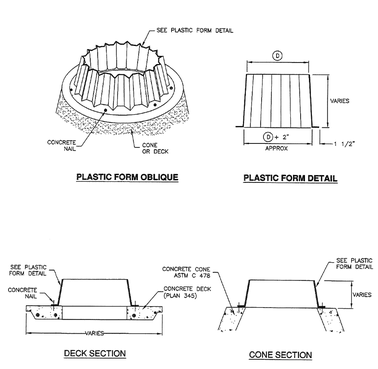
Raise frame to grade

1. **GENERAL**
   A. The plastic form is used to keep concrete in the annular space when fabricating cover collars for storm drain manholes, sanitary sewer manholes or other utilities.

2. **PRODUCTS**
   A. Concrete Nails: CONTRACTOR's choice.

3. **EXECUTION**
   A. Adjust plastic form height so that the top of the manhole frame and cover matches longitudinal slope and cross slope of the pavement surface, and cover is 1/2-inch lower than the pavement surface.

360.2



Utah Chapter — *Raise frame to grade* — Plan 360.2 — January 2010

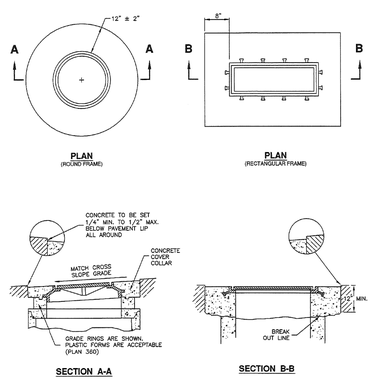
Cover collar for storm drains

1. **GENERAL**
   A. In a pavement surface, the concrete will support the frame under traffic loadings.

2. **PRODUCTS**
   A. Concrete: Class 4000, APWA Section 03 30 04.
   B. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Pavement Preparation: Provide a neat vertical and concentric joint between concrete and existing bituminous concrete surfaces. Clean edges of all dirt, oil, and loose debris.
   B. Concrete Placement: APWA Section 03 30 10. Fill the annular space around the frame and cover casting with concrete. Apply a broom finish. Apply a curing agent.

362



Utah Chapter — *Cover collar for storm drains* — Plan 362 — December 2010

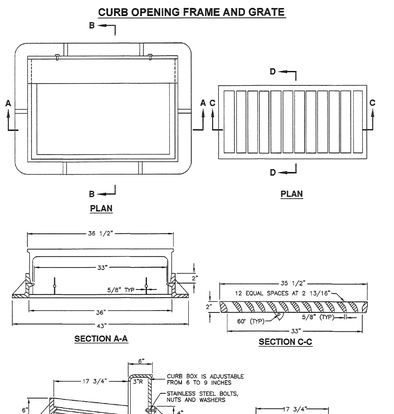
35 1/2" Grate and frame

1. **GENERAL**
   A. The grate and frame fits concrete boxes in Plan 315.

2. **PRODUCTS**
   A. Castings: Grey iron class 35 minimum per ASTM A48, coated with asphalt based paint or better.
   B. Bolts, Nuts, Washers, Accessories: Stainless steel, APWA Section 05 05 23.

3. **EXECUTION** (Not used)

308



Utah Chapter — *35 1/2" Grate and frame* — Plan 308 — January 1999

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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: MAR. 15, 2024

PROFESSIONAL ENGINEER
No. 5149789
CRAIG B. LARSEN
STATE OF UTAH

6/25/2024 2:51:50 PM

CIVIL DETAILS
C503

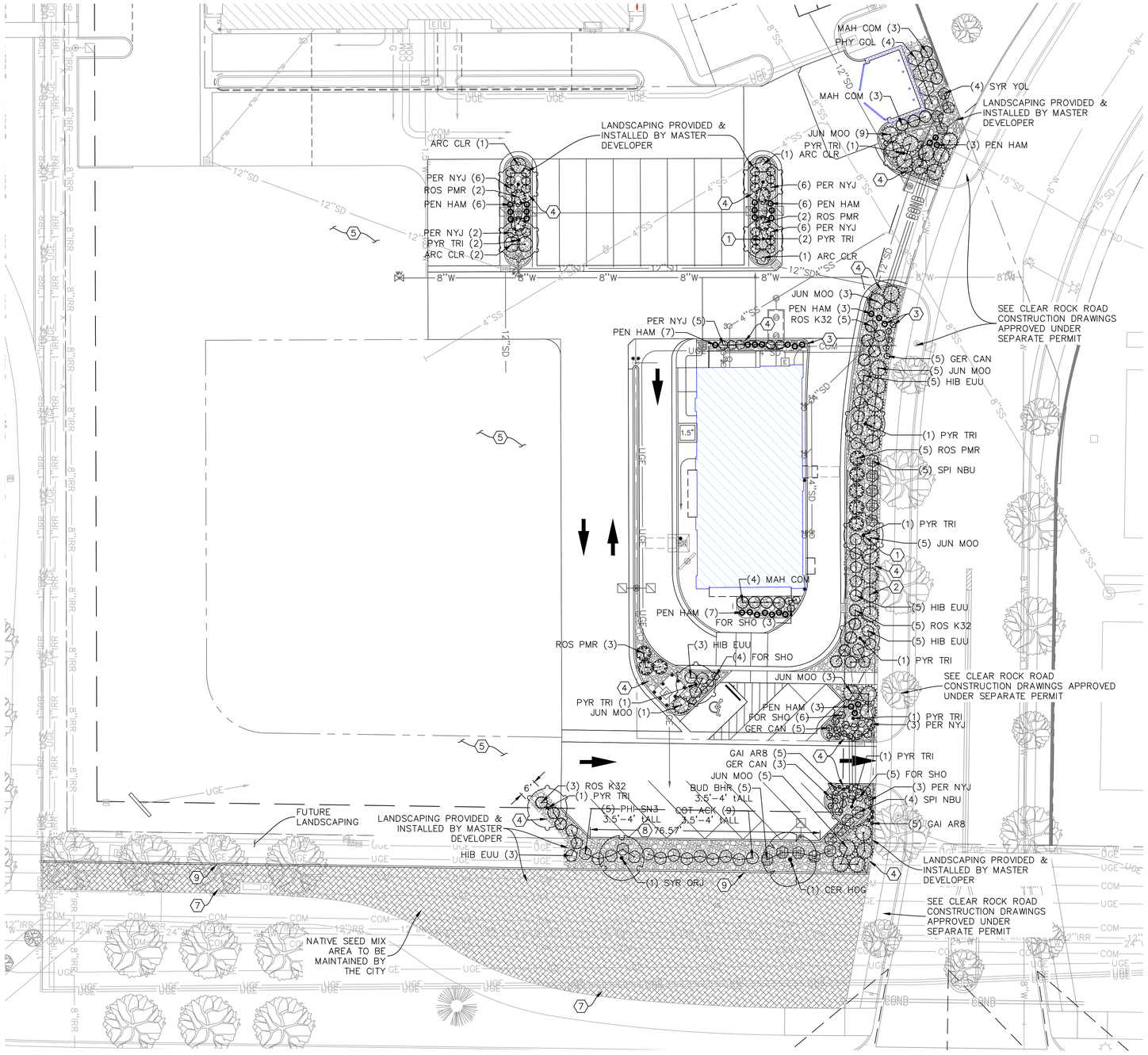
LANDSCAPE NOTES:

1. CONTRACTOR MAY ADJUST OR MODIFY LANDSCAPING PLAN AND PLANT SPECIES INDICATED HERE SO LONG AS ALL CITY REQUIREMENTS ARE MET AND OWNER APPROVES ALL CHANGES.
2. LIMB UP & TRIM EXISTING DECIDUOUS TREES TO 7' MIN. ALLOW CLEAN LINE OF SIGHT TO BUILDINGS FROM ROAD.
3. EXISTING LANDSCAPING INCLUDING PLANTERS, LAWN, & IRRIGATION ALONG CLEAR ROCK ROAD, RANCHES PARKWAY, & PONY EXPRESS PARKWAY TO REMAIN, PRESERVE & PROTECT DURING CONSTRUCTION, EXCEPT TREES INDICATED ON DEMOLITION PLAN.
4. OFF-SITE LANDSCAPE MAINTENANCE TO BE HANDLED BY A SEPARATE AGREEMENT WITH THE CITY OF EAGLE MOUNTAIN.

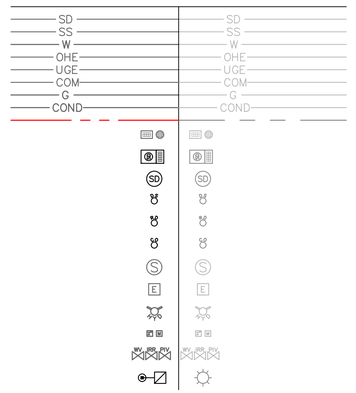
KEY TAGS:

1. TREE PLANTING TYPICAL (1/L101)
2. SHRUB PLANTING TYPICAL (2/L101)
3. PERENNIAL/ORNAMENTAL GRASS PLANTING TYPICAL (3/L101)
4. PLANTER BED: INSTALL 3-INCH DEPTH ROCK MULCH 1"ø (MIN.) OVER DEWITT PRO 5 OZ. WEED BARRIER FABRIC, MATCH ADJACENT LANDSCAPING (4/L101)
5. SEED ALL DISTURBED AREAS WITH NATIVE SEED MIX IF NOT TREATED OTHERWISE
6. INSTALL TEMPORARY BROWN PLASTIC LANDSCAPE EDGING BETWEEN PLANTER BEDS & UNLANDSCAPED PERVIOUS AREAS. (5/L101)
7. INSTALL GRANITE SEED RANCHES GOLF COURSE NATIVE SEED MIX.
8. PERIMETER HEADLIGHT SCREEN SHRUBS ARE 3.5' MIN. IN HEIGHT AT MATURITY.
9. INSTALL EXTRUDED CONCRETE CURB EDGING, STYLE BY OWNER

SCALE (FT)
0 20 40 60



LEGEND



LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
2. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WARRANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING. ALL PLANT LOCATIONS ARE APPROXIMATE, IF NECESSARY ADJUST PLANTING LOCATIONS TO ACCOMMODATE UTILITIES AND OTHER UNFORESEEN OBSTACLES. FIELD VERIFY ALL BASE & EXISTING ELEMENTS PRIOR TO CONSTRUCTION & PROVIDE NECESSARY ADJUSTMENTS.
3. PRIOR TO PLANTING THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE MOISTENED PRIOR TO PLANTING.
4. SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 4" TOPSOIL IN ALL NEW TURF GRASS AREAS AND 6" TOPSOIL IN PLANTER BEDS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE. TOPSOIL MIX FOR ALL AREAS TO MEET THE FOLLOWING CRITERIA:
   - pH 5.5-8.0
   - MINIMUM 1% ORGANIC MATTER
   - TEXTURE (PARTICLE SIZE PER USDA SOIL CLASSIFICATION); SAND <70% CLAY <30%
   - SILT: = BALANCE
   - STONE FRAGMENTS (GRAVELS OR ANY SOIL PARTICLE GREATER THAN 2 MM IN SIZE): <5% (BY VOLUME)
5. CONCRETE MOWCURB, STEEL EDGING, OR 6" PROFESSIONAL BLACK PLASTIC EDGING TO BE INSTALLED BETWEEN PLANTER AREAS AND TURF SOD.
6. MULCH PER LANDSCAPE PLAN TO BE IMPLEMENTED AT A DEPTH OF 3" TO 4" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS. PULL MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES. MULCH TO BE PLACED OVER DEWITT PRO 5 WEED BARRIER FABRIC. PRIOR TO PLACEMENT OF WEED FABRIC, TREAT AREAS WITH PRE-EMERGENT HERBICIDE, APPLY PER MANUFACTURERS RECOMMENDATIONS.
7. INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS AND ORDINANCES.
8. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MATERIALS AS SPECIFIED, NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT WRITTEN PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT.
6. PLANT MATERIAL SHALL NOT BE ROOT BOUND. WATER PLANTS THOROUGHLY THE SAME DAY AS PLANTING TO SETTLE BACKFILL, FINISH BACKFILLING FORM A WATER BASIN AROUND EACH PLANT TO ENSURE PROPER WATER COLLECTION, AND WATER AGAIN.
7. CONTRACTOR TO FERTILIZE TREES, SHRUBS, PERENNIALS, AND GRASSES WITH MILLERS A TO Z MIX ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
8. THE OWNER OR OWNERS REPRESENTATIVE SHALL HAVE THE AUTHORITY TO REQUIRE THAT TREES ARE STAKED OR TO REJECT STAKING AS AN ALTERNATIVE WAY TO STABILIZE THE TREE. TREES THAT REQUIRE ROOT BALL MODIFICATIONS PRIOR TO PLANTING ARE HIGHLY RECOMMENDED FOR STAKING TO TEMPORARILY SUPPORT THE TREE. PLANTS SHALL STAND PLUMB AFTER STAKING. REMOVE TREE STAKING AFTER ONE FULL GROWING SEASON UNLESS DIRECTED BY OWNER.
9. MONITOR ALL PLANTS TO ENSURE LONGEVITY AND THAT NO SETTLING OCCURS. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS UNTIL PROJECT COMPLETION AS DETERMINED BY THE OWNERS. TURF SHALL BE CONSIDERED FULLY ESTABLISHED WHEN GRASS STANDS ARE UNIFORM AND THICK, WITH NO BARE OR THIN SPOTS, AND ROOTS HAVE BEGUN TO SPREAD AND KNIT TOGETHER. NO WEEDS SHALL BE ALLOWED IN THE GRASS. THE MAINTENANCE WORK REQUIRED SHALL INCLUDE BUT NOT BE LIMITED TO: DAILY WATERING AS NEEDED; WEEDING AND REMOVAL OF ALL WEEDS FROM PLANTING AREAS; REPLACEMENT OF ANY DEAD, DYING, OR DAMAGED TREES, SHRUBS, OR PERENNIALS; FILLING AND REPLANTING OF ANY LOW AREAS WHICH MAY CAUSE STANDING WATER; ADJUSTING SPRINKLER HEAD HEIGHTS AND WATERING PATTERNS; FILLING AND RE-COMPACTION OF ERODED AREAS ALONG WITH ANY RE-PLANTING; GRASS SHALL BE MOWED WHEN BLADES REACH 3" TALL, NO MORE THAN $\frac{1}{3}$ OF THE BLADE SHALL BE REMOVED PER CUTTING, CUTTING FREQUENCY SHALL BE ONCE EVERY 5 TO 7 DAYS; AND WEEKLY REMOVAL OF TRASH, LITTER, CLIPPINGS, AND ALL FOREIGN DEBRIS.
10. THE LANDSCAPE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN CONDITION, REMOVING ALL UNUSED MATERIAL, TRASH, AND TOOLS.
11. AT SUBSTANTIAL COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A WALK THROUGH.
12. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE FOR 30 DAYS PAST THE FINAL INSPECTION. THE MAINTENANCE IS TO INCLUDE WEEDING PLANTER BEDS, SPRAYING THE TURF AREAS FOR WEEDS AND FERTILIZATION (1 APPLICATION AFTER INITIAL APPLICATION), MOWING, TRIMMING, AND IRRIGATION REPAIRS.
13. ALL TREES, SHRUBS, AND PERENNIALS SHALL BE GUARANTEED BY THE CONTRACTOR TO GROW AND BE IN GOOD HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE MAINTENANCE PERIOD.
14. THE ONLY CONDITIONS WHICH RELIEVE THE CONTRACTOR FROM THE GUARANTEE OF PLANT MATERIALS AS DESCRIBED ABOVE ARE THOSE WHICH CAN BE SHOWN ARE A DIRECT RESULT OF IMPROPER CARE OR WATERING BY THE OWNER OR AN OFFICIAL NATURAL DISASTER.
15. THE CONTRACTOR, WITHIN 15 DAYS OF RECEIVING NOTIFICATION, SHALL REMOVE AND REPLACE GUARANTEED PLANT MATERIAL WHICH FAIL TO MEET THE REQUIREMENTS OF THE GUARANTEE. PLANT MATERIAL REPLACEMENT SHALL BE MADE WITH THE SAME TYPE AND SIZE AS SPECIFIED ON THE PLANTING PLAN.
16. ALL PROPOSED LANDSCAPE AREAS TO BE MAINTAINED BY PROPERTY OWNER OR DEVELOPER EXCEPT FOR NATIVE SEED AREA AND EXISTING PONY EXPRESS PARKWAY LANDSCAPING TO THE SOUTH OF THE PROPERTY.

LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
385.501.7371

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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS
B	06.04.24	CITY COMMENTS

DRAWN BY: DRS
DESIGN BY: DRS
ORIG. ISSUE DATE: MAR. 15, 2024

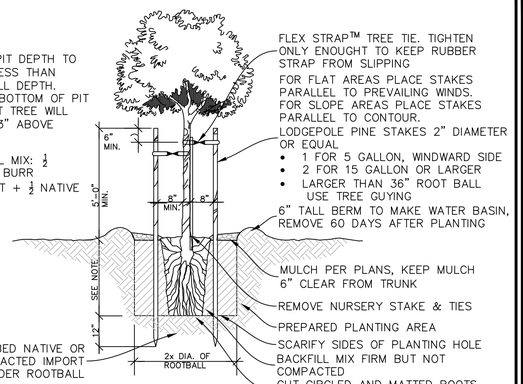
State of Utah
DEBORA R. SHEPARD
349758-5501
(Licensed Landscape Architect)

6/25/2024 2:52:09 PM

LANDSCAPE PLAN
L100

NOTES:

1. PLANT PIT DEPTH TO BE 1" LESS THAN ROOTBALL DEPTH. CROWN BOTTOM OF PIT SO THAT TREE WILL SIT AT 3" ABOVE GRADE.
2. BACKFILL MIX: ½ COTTON BURR COMPOST + ½ NATIVE SOILS.



FLEX STRAP™ TREE TIE. TIGHTEN ONLY ENOUGHT TO KEEP RUBBER STRAP FROM SLIPPING

FOR FLAT AREAS PLACE STAKES PARALLEL TO PREVAILING WINDS. FOR SLOPE AREAS PLACE STAKES PARALLEL TO CONTOUR.

LODGEPOLE PINE STAKES 2" DIAMETER OR EQUAL
- 1 FOR 5 GALLON, WINDWARD SIDE
- 2 FOR 15 GALLON OR LARGER
- LARGER THAN 36" ROOT BALL USE TREE GUYING

6" TALL BERM TO MAKE WATER BASIN, REMOVE 60 DAYS AFTER PLANTING

MULCH PER PLANS, KEEP MULCH 6" CLEAR FROM TRUNK

REMOVE NURSERY STAKE & TIES

PREPARED PLANTING AREA

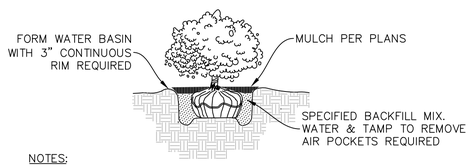
SCARIFY SIDES OF PLANTING HOLE

BACKFILL MIX FIRM BUT NOT COMPACTED

CUT CIRCLED AND MATTED ROOTS FROM NURSERY ROOTBALL

UNDISTURBED NATIVE OR COMPACTED IMPORT DIRECTLY UNDER ROOTBALL

1 — TREE PLANTING DETAIL
NTS



NOTES:

1. IF PLANT IS BALL & BURLAP, CUT AND REMOVE TOP 1/3 OF BURLAP FROM ROOT BALL.
2. IF PLANT IS CONTAINERIZED, SCARIFY ROOT BALL PRIOR TO PLANTING.

BACKFILL SPECIFICATIONS:

1. BACKFILL MIX: 1/2 COTTON BURR COMPOST + 1/2 NATIVE SOILS.
2. WATER THOROUGHLY AFTER INSTALLATION.

NOTES:

1. EXCAVATE SHRUB PITS AS ROUND PLANTING HOLES.

2 — SHRUB PLANTING DETAIL
NTS

TAPER DOWN DEPTH OF MULCH AT CROWN OF PLANT

PLANTING SOIL

PREPARED PLANTING AREA

MULCH PER PLAN

INSTALL GRASS/PERENNIAL ROOT BALL EVEN WITH FINISH GRADE AND KEEP MULCH AWAY FROM BASE OF PLANT

CONSTRUCT 2–3" TALL WATERING RING AROUND EDGE OF PLANTING PIT

SCARIFY SIDES OF PLANTING HOLE

2 X CONTAINER DIAMETER

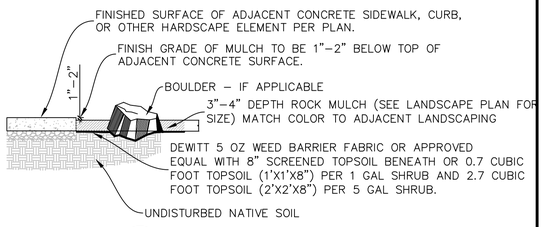
NOTES:

1. EXCAVATE ORNAMENTAL GRASS/PERENNIAL PITS AS ROUND HOLES.

3 — ORNATMENTAL GRASS/PERENNIAL PLANTING DETAIL
NTS

NOTES:

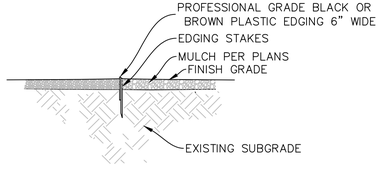
1. KEEP TOP OF MULCH 1"–2" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW MULCH TO TOUCH THE TRUNK OF ANY PLANT. INSTALL MULCH AFTER INSTALLATION OF WEED BARRIER FABRIC AND PLANT MATERIAL.
2. CONTRACTOR TO ENSURE THAT TOP OF WEED BARRIER FABRIC IS FREE OF SOILS AND DEBRIS PRIOR TO PLACING MULCH.
3. CONTRACTOR TO SUBMIT SAMPLE OF ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDER AND DELIVERY.



4 — MULCH DETAIL
NTS

NOTES:

1. WHEN INSTALLING EDGING FOR CURVED PLANTER BEDS MAKE SURE THAT CURVES ARE SMOOTH AND EVEN BEFORE STAKING OUT EDGING OR BACKFILLING.



5 — PLASTIC EDGING DETAIL
NTS

granite SEED

Ranches at Eagle Mountain Native Mix

Native Mix – 19.5% Crested wheatgrass (Agropyron cristatum)
19.5% Intermediate wheatgrass (Agropyron intermedium)
19.5% Western Wheatgrass (Agropyron smithii)
19.5% Slender wheatgrass (Agropyron trachycaulum)
9.75% Bluebunch wheatgrass (Agropyron spicatum)
5% Hard fescue (Festuca longifolia)
3.6% Sheep fescue (Festuca ovina)
3.6% Sandberg bluegrass (Poa sandbergii)

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
TREES							
	SYR ORJ	Syringa reticulata 'Summer Storm'	Summer Storm Japanese Tree Lilac	1.5" Cal.	B&B	1	
DROUGHT TOLERANT TREES							
	CER HOG	Cercis canadensis 'Hearts of Gold' 10' Tall	Hearts of Gold Eastern Redbud	1.5" Cal.	B&B	1	10' Tall
	PYR TRI	Pyrus calleryana 'Trinity' 25'-30' Tall	Trinity Flowering Pear	1.5" Cal.	B&B	12	25'-30' Tall
DROUGHT TOLERANT GRASSES							
	PEN HAM	Pennisetum alopecuroides 'Hameln' 18"-30" Tall	Hameln Fountain Grass	1 gal.	Pot	35	18"-30" Tall
DROUGHT TOLERANT PERENNIALS							
	GAI AR8	Gaillardia aristata `Arizona Apricot` 10"-12" Tall	Arizona Apricot Blanket Flower	1 gal.	Pot	10	10"-12" Tall
	GER CAN	Geranium x cantabrigiense `Biokovo` 6"-12" Tall	Biokovo Cranesbill	1 gal.	Pot	14	6"-12" Tall
DROUGHT TOLERANT SHRUBS							
	ARC CLR	Arctostaphylos x coloradensis 10"-24" Tall	Mock Bearberry Manzanita	3 gal.	Pot	5	10"-24" Tall
	BUD BHR	Buddleja davidii 'TOBUD1202' 3.5'-4' Tall	Buzz™ Hot Raspberry Butterfly Bush	5 gal.	Pot	5	3.5'-4' Tall
	COT ACK	Cotinus coggygria 'COTSIDH5' TM 3.5'-4' Tall	Velveteeny Smoke Tree	3 gal.	Pot	9	3.5'-4' Tall
	FOR SHO	Forsythia x intermedia `Show Off Sugar Baby` 2'-3' Tall	Show Off Sugar Baby Forsythia	2 gal.	Pot	18	2'-3' Tall
	HIB EUU	Hibiscus syriacus 'SHIMRV24' TM 3.5'-4' Tall	Lil' Kim Violet Rose of Sharon	2 gal.	Pot	22	3.5'-4' Tall
	JUN MOO	Juniperus sabina 'Monard' TM 6"-12" Tall	Moor-Dense Juniper	5 gal.	Pot	31	6"-12" Tall
	MAH COM	Mahonia aquifolium 'Compacta' 2'-3' Tall	Compact Oregon Grape	5 gal.	Pot	10	2'-3' Tall
	PER NYJ	Perovskia atriplicifolia 'Blue Jean Baby' 2'-3' Tall	Blue Jean Baby Russian Sage	1 gal.	Pot	31	2'-3' Tall
	PHI SN3	Philadelphus x 'Snowbelle' 3.5'-4' Tall	Snowbelle Mock Orange	3 gal.	Pot	5	3.5'-4' Tall
	PHY GOL	Physocarpus opulifolius 'Golden Nugget' 3.5'-6' Tall	Golden Nugget Ninebark	5 gal.	Pot	4	3.5'-6' Tall
	ROS K32	Rosa x 'Radsunny' TM 3'-4' Tall	Sunny Knock Out Yellow Rose	5 gal.	Pot	13	3'-4' Tall
	ROS PMR	Rosa x 'WEKphom' TM 2'-3' Tall	Pink Home Run Rose	5 gal.	Pot	12	2'-3' Tall
	SPI NBU	Spiraea betulifolia 'COURISPI01' TM 3'-4' Tall	Pink Sparkler Birchleaf Spirea	2 gal.	Pot	9	3'-4' Tall
	SYR YOL	Syringa meyeri 'Anny200810' TM 4'-5' Tall	Flowerfesta White Korean Lilac	2 gal.	Pot	4	4'-5' Tall

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	QTY	REMARKS
GROUND COVERS								
	NAT SED	Native Seed Mix	Ranches Golf Course Native Seed Mix	---			7,119 sf	
	ROC MUL	Rock Mulch	1"-2" Charcoal Grey Rock Mulch 3" Depth	---			5,089 sf	

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FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

Rev.	Date	Comment
A	05.17.24	CITY COMMENTS
B	06.04.24	CITY COMMENTS

DRAWN BY: DRS
DESIGN BY: DRS
ORIG. ISSUE DATE: MAR. 15, 2024

State of Utah
DEBORA R. SHEPARD
349758-5301
Licensed Landscape Architect

6/25/2024 2:52:37 PM

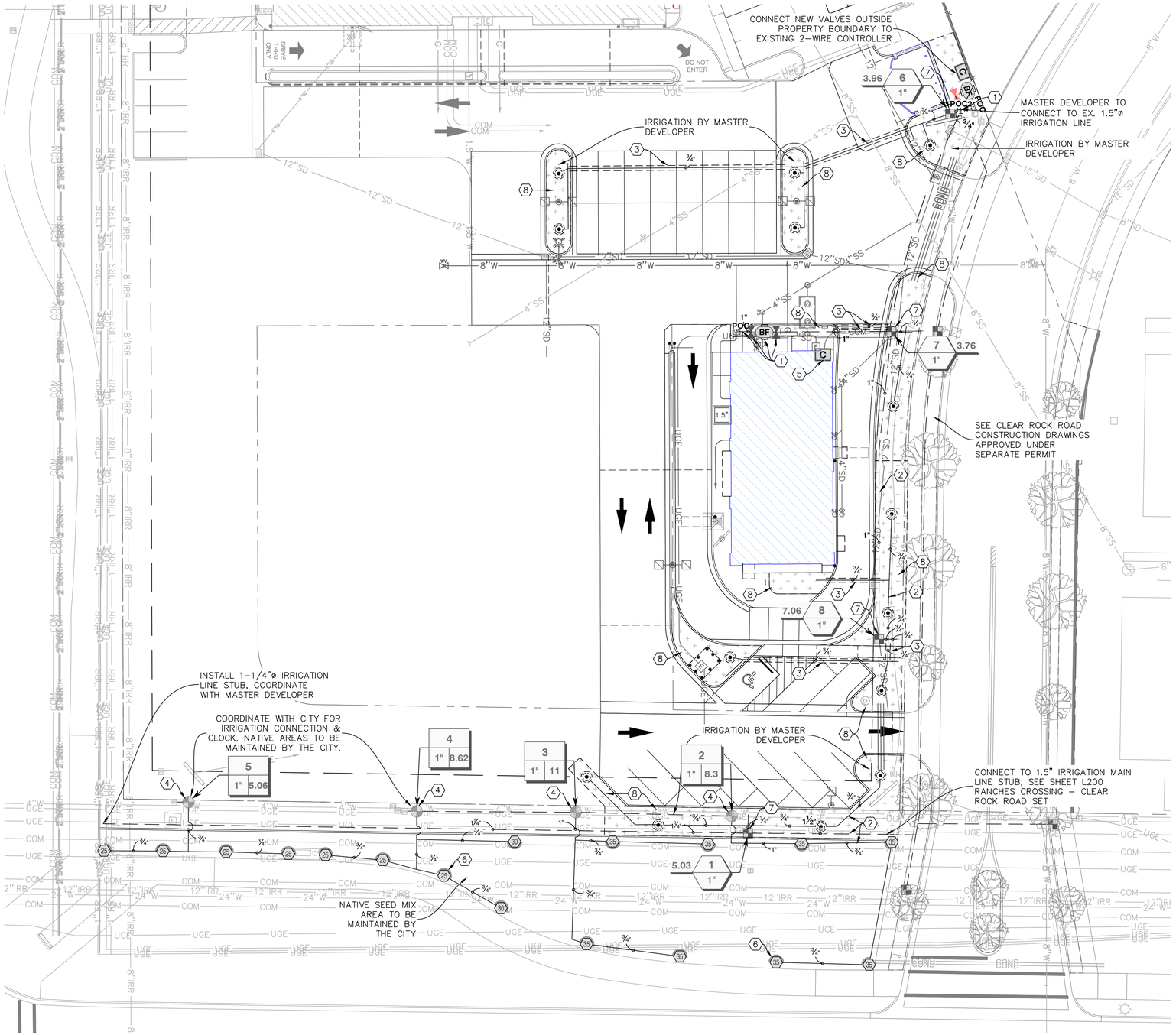
LANDSCAPE DETAILS
L101

KEY TAGS:

1. POINT OF CONNECTION: CONNECT ONTO 1" IRRIGATION LINE STUB (SEE CIVIL PLANS C200) PER ALL APPLICABLE CODES AND ORDINANCES. INSTALL BACKFLOW PREVENTER & MASTER VALVE. (1/201) (2/201)
2. PIPE TRENCHING: TYPICAL TRENCHING FOR LATERAL AND MAINLINE PIPES (3/201)
3. SLEEVING: TYPICAL SLEEVING UNDER CONCRETE AND ASPHALT SURFACES (4/201)
4. AUTOMATIC REMOTE CONTROL VALVE: TYPICAL FOR TURF ROTOR CIRCUITS (8/201)
5. CONTROLLER: COMMERCIAL WALL MOUNT WATERSENSE CONTROLLER. COORDINATE ACTUAL LOCATION WITH OWNER (7/201)
6. TURF ROTOR HEAD: TYPICAL TURF ROTOR HEAD (9/201)
7. DRIP CONTROL ZONE VALVE: TYPICAL DRIP CONTROL ZONE VALVE (8/202) (5/201) (6/201)
8. DRIP EMITTER AREA: TYPICAL DRIP IRRIGATION EMITTER AREA (9/202) (10/202) (11/202) (12/202) (13/202)

LANDSCAPE NOTES:

1. CONTRACTOR MAY ADJUST OR IRRIGATION PLAN AND BRANDS INDICATED HERE SO LONG AS ALL CITY REQUIREMENTS ARE MET AND OWNER APPROVES ALL CHANGES.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING IRRIGATION SYSTEM ALONG CLEAR ROCK ROAD, RANCHES PARKWAY, & PONY EXPRESS PARKWAY.
3. EXISTING LANDSCAPING & IRRIGATION ALONG CLEAR ROCK ROAD, RANCHES PARKWAY, & PONY EXPRESS PARKWAY TO REMAIN EXCEPT WHERE INDICATED ON DEMOLITION PLAN. PRESERVE & PROTECT DURING CONSTRUCTION.
4. CONTRACTOR TO COORDINATE WITH THE CITY OF EAGLE MOUNTAIN TO CONNECT TO EXISTING IRRIGATION SYSTEM & SIZE MAINLINE CONNECTIONS PER CITY DIRECTION.
5. VALVES 5 TO 10 TO BE WIRED TO PEDESTAL 2-WIRE CONTROLLER INSTALLED AT THE NORTHEAST CORNER BY CLEAR ROCK ROAD & VALVES 1 TO 2 TO BE WIRED TO WALL MOUNT CONTROLLER AT APPLEBEE'S (COORDINATE WITH OWNER FOR LOCATION).



LEGEND

SD SS W OHE UGE COM G COND

SCALE (FT)

0 20 40 60

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
25	Rain Bird 5006-PL-PC-SAM-R-NP-MPR 25 Turf Rotor, 6in. Pop-Up, Plastic Riser, with Flow Shut-Off Device. Matched Precipitation Rotor (MPR Nozzle), Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Check Valve, In-Stem Pressure Regulator, and Non Potable Purple Cap.	7	25		23'
30	Rain Bird 5006-PL-PC-SAM-R-NP-MPR 30 Turf Rotor, 6in. Pop-Up, Plastic Riser, with Flow Shut-Off Device. Matched Precipitation Rotor (MPR Nozzle), Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Check Valve, In-Stem Pressure Regulator, and Non Potable Purple Cap.	2	25		29'
35	Rain Bird 5006-PL-PC-SAM-R-NP-MPR 35 Turf Rotor, 6in. Pop-Up, Plastic Riser, with Flow Shut-Off Device. Matched Precipitation Rotor (MPR Nozzle), Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With Check Valve, In-Stem Pressure Regulator, and Non Potable Purple Cap.	8	25		32'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-PRB-COM 1" Wide Flow Drip Control Kit for Commercial Applications. 1" Ball Valve with 1" PESB Valve and 1" Pressure Regulating 40psi Quick-Check Basket Filter. 0.3gpm to 20gpm.	4
	Drip Emitter .9 GPH @ 12" O.C. APPROX. 20 L.F. OF TUBING PER TREE RAINBIRD XFD BROWN DRIPLINE TUBING WITH IN-LINE EMITTER 18" AND 36" FROM TREE BASE, SEE DETAIL	14
	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5gph=blue, 1.0gph=black, and 2.0gph=red. Comes with a self-piercing barb inlet x barb outlet. Emitter Notes: 2.0 GPH emitters (2 assigned to each 1 gal. plant) 2.0 GPH emitters (3 assigned to each 5 gal. plant) 2.0 GPH emitters (2 assigned to each 2 gal. plant) 2.0 GPH emitters (2 assigned to each 3 gal. plant) 2.0 GPH emitters (3 assigned to each 1.5" Cal. plant)	5,071 s.f. 106 32 42

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB-PRS-D 1" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Pressure Regulator Module.	4
	Master Valve (Size Per Pipe)	2
BF	Zurn Wilkins 720A 3/4" Reduced Pressure Backflow preventer, install per WaterPro requirements	1
C	Rain Bird ESP8LXMEF 8 Station WaterSense Commercial Controller. Wall mount. Flow sensing	1
POC1	Point of Connection 1"	1
POC2	Point of Connection 1"	1
	Irrigation Lateral Line: PVC Schedule 40	81.9 l.f.
	Irrigation Lateral Line: PVC Schedule 40 3/4"	891.9 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1"	53.2 l.f.
	Irrigation Mainline: PVC Schedule 40	386.2 l.f.
	Irrigation Mainline: PVC Schedule 40 3/4"	4.0 l.f.
	Irrigation Mainline: PVC Schedule 40 1"	157.9 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	217.9 l.f.

Valve Callout

— Valve Number

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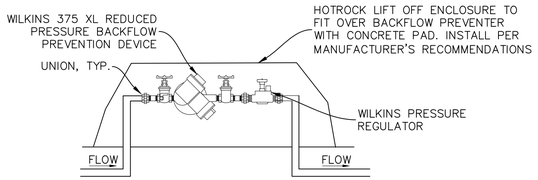
DEBORA R. SHEPARD
349758-5301
Licensed Landscape Architect

6/25/2024 2:53:04 PM

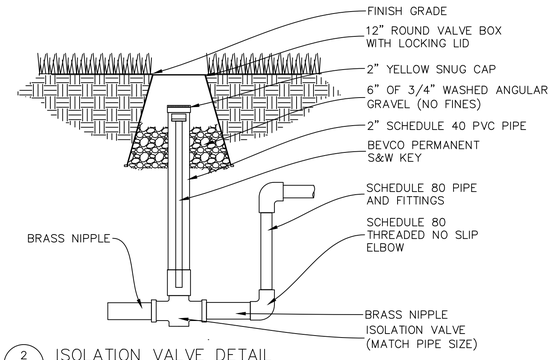
IRRIGATION PLAN
L200

NOTES:

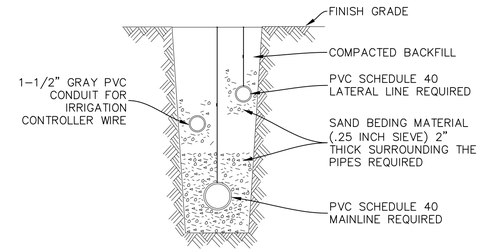
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
2. WHEREVER AN IRON BASED MATERIAL ADJOINS A BRASS BASED MATERIAL A DIELECTRIC UNION IS REQUIRED. SIZE AS NECESSARY.
3. WRAP ALL THREADS WITH TEFLON TAPE. 1 1/2 TO 2 WRAPS MAXIMUM.
4. MAIN LINE PIPE SIZE SHALL BE PER PLAN, 1" MIN..



1 — BACKFLOW DETAIL
NTS



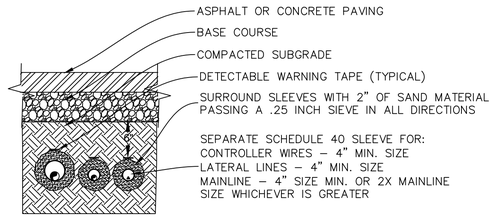
2 — ISOLATION VALVE DETAIL
NTS



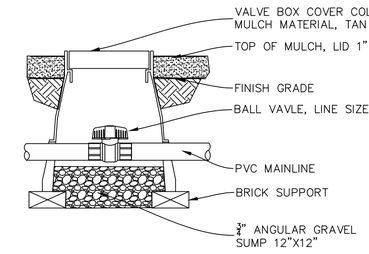
3 — PIPE LAYOUT AND TRENCHING DETAIL
NTS

NOTES:

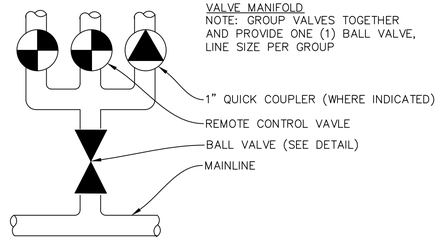
1. WHEN MULTIPLE PIPES OCCUR IN ONE TRENCH ADD MULTIPLE SLEEVES.
2. WIRES SHALL BE IN SEPARATE SLEEVE.
3. EXTEND ALL SLEEVING 8" MINIMUM BEYOND EDGE OF PAVING.



4 — SLEEVING DETAIL
NTS



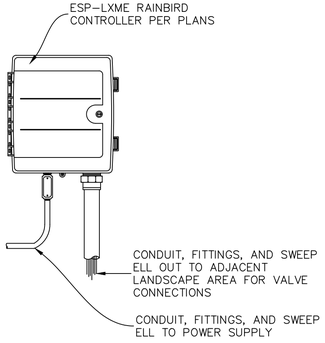
5 — BALL VALVE DETAIL
NTS



6 — VALVE MANIFOLD DETAIL
NTS

NOTES:

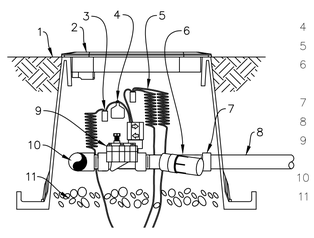
1. WALL MOUNT CONTROLLER PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND IN ACCORDANCE WITH ALL LOCAL CODES. EXACT LOCATION TO BE APPROVED BY OWNER. GROUND CONTROLLER PER MANUFACTURERS RECOMMENDATION AND SPECIFICATIONS. ELECTRICAL CONTRACTOR SHALL GROUND CONTROLLER AND PROVIDE SLEEVING FROM ADJACENT LANDSCAPE AREA TO CONTROLLER LOCATION.
2. CONNECT CONTROLLER TO POWER AND VALVES.
3. LANDSCAPE CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR TO ENSURE PROPER GROUNDING OF CONTROLLER TO BUILDING GROUNDING GRID.



7 — WALL MOUNT IRRIGATION CONTROLLER DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS

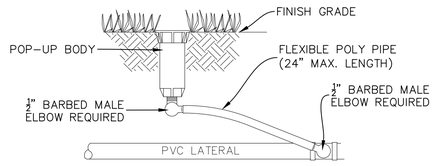


1 FINISH GRADE
2 STANDARD VALVE BOX WITH COVER: RAIN BIRD VB-STD
3 WATERPROOF CONNECTION: RAIN BIRD DB SERIES
4 VALVE ID TAG
5 30" LINEAR LENGTH OF WIRE, COILED
6 PRESSURE REGULATING FILTER: RAIN BIRD PEB-PRS MODEL
7 PVC SCH 40 FEMALE ADAPTOR
8 LATERAL PIPE
9 REMOTE CONTROL VALVE: RAIN BIRD PEB, SEE PLANS FOR SIZES
10 PVC SCH 40 TEE OR ELL TO MANIFOLD
11 6" MINIMUM DEPTH OF 3/4" WASHED ANGULAR GRAVEL

8 — AUTOMATIC CONTROL VALVE DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL 2" AWAY FROM HARDSCAPES.



9 — ROTOR HEAD DETAIL
NTS

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State of Utah
DEBORA R. SHEPARD
349758-5301
Licensed Landscape Architect

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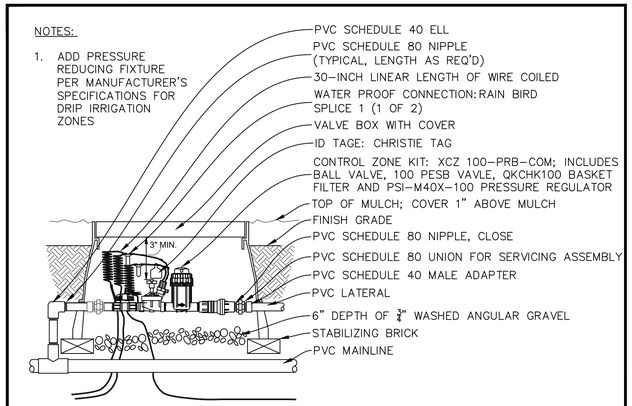
IRRIGATION DETAILS
L201

NOTES:

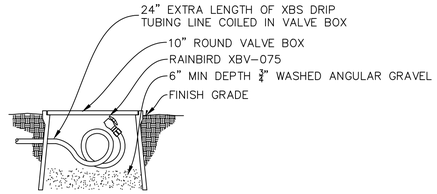
1. ADD PRESSURE REDUCING FIXTURE PER MANUFACTURER'S SPECIFICATIONS FOR DRIP IRRIGATION ZONES



8 — DRIP CONTROL ZONE VALVE DETAIL
NTS

NOTES:

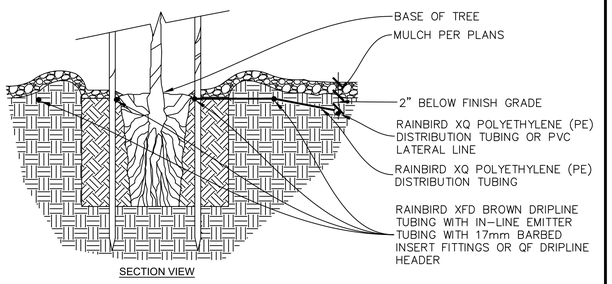
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL AT END OF DRIP LINE RUNS FOR WINTERIZATION IN THE FALL.



9 — FLUSH CAP FOR DRIP IRRIGATION DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

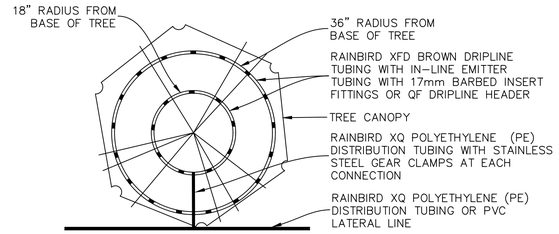


SECTION VIEW

10 — SECTION VIEW DRIP IRRIGATION DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. LAYOUT DRIP EMITTERS IN A TRIANGULAR PATTERN AS SHOWN.

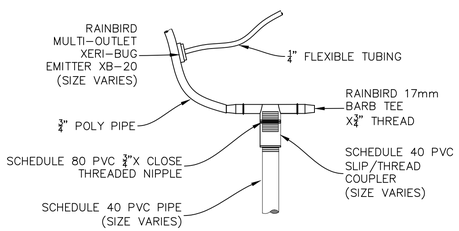


PLAN VIEW

11 — PLAN VIEW DRIP IRRIGATION DETAIL
NTS

NOTES:

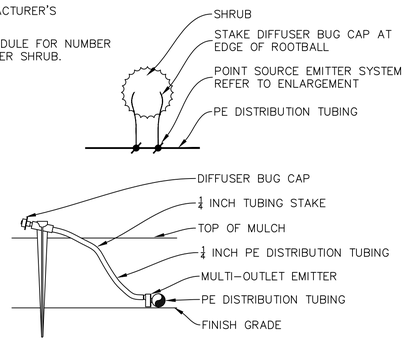
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. SEE IRRIGATION SCHEDULE FOR NUMBER OF EMITTER TUBES PER PLANT.



12 — POINT SOURCE DRIP IRRIGATION DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. SEE IRRIGATION SCHEDULE FOR NUMBER OF EMITTER TUBES PER SHRUB.



13 — SHRUB EMITTER DETAIL
NTS

IRRIGATION NOTES

1. IRRIGATION PLAN IS DIAGRAMMATIC, ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN PLANTING AREAS ONLY AND ON THE PROPERTY OF THE OWNER, UNLESS NOTED OTHERWISE. REFER TO THE IRRIGATION LEGEND AND DETAILS FOR EQUIPMENT AND INSTALLATION. THE CONTRACTOR IS RESPONSIBLE TO MAKE ADJUSTMENTS AS NEEDED TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF POINT OF CONNECTION AND THE STATIC WATER PRESSURE AT THAT LOCATION PRIOR TO BEGINNING ANY IRRIGATION WORK. IF THE LOCATION OR WATER PRESSURE IS DIFFERENT THAN EXPRESSED BY THE DRAWINGS OR IF THE PRESSURE APPEARS TO BE UNUSUALLY HIGH OR LOW, THE CONTRACTOR SHALL CONTACT THE OWNERS REP IMMEDIATELY.
3. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS, AND RUBBISH INCIDENTAL TO WORK ON THE LANDSCAPE AND IRRIGATION.
4. BACKFLOW PREVENTION DEVICES SHALL BE AS INDICATED ON THE PLANS AND SCHEDULE AND BE INSTALLED AS TO MANUFACTURERS RECOMMENDATIONS.
5. ALL MAINLINE AND LATERAL PIPE TO BE SCHEDULE 40 PVC PIPE. NO POLY PIPE SHALL BE INCLUDED. FITTINGS UP TO 1.1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1.1/2" MUST BE SCHEDULE 80 OR BETTER. MANUAL DRAIN VALVES SHALL BE PLACED ON THE MAINLINE IN LOW SPOTS. ALL MANUAL DRAINS SHALL BE PLACED IN SEPARATE VALVE BOXES.
6. CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
7. MODIFY LOCATION OF IRRIGATION COMPONENTS TO AVOID PLACING TREES, SHRUBS AND OTHER SITE ELEMENTS DIRECTLY OVER PIPE, PER PLANS. PLANT MATERIAL TO BE PLANTED 12" AWAY FROM IRRIGATION BOXES OR SPRAY HEADS. DO NOT LOCATE VALVE BOXES IN LAWN AREAS UNLESS CLEARLY STATED ON PLANS.
8. CONTRACTOR SHALL INSTALL A 1" THREADED TEE WITH 1" THREADED PLUG AT POINT OF CONNECTION IN ORDER TO BLOW OUT THE SYSTEM WITH AN AIR COMPRESSOR EACH FALL.INSTALL FLUSH CAP AT THE END OF ALL DRIP IRRIGATION LINES TO FACILITATE BLOW-OUT AND MAINTENANCE (SEE DETAIL 11, SHEET L202).
9. LATERAL LINES SHALL BE NO SMALLER THAN 3/4", LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM

10. INSTALL DRIP IRRIGATION PER PLANS AND DETAILS. INSTALL DRIP RINGS AT ALL TREES. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY.
11. CONTRACTOR SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES.
12. WATER LINES AND ELECTRICAL LINES MUST NOT SHARE CONDUITS. ALL WIRE CONNECTIONS MUST BE CONTAINED IN VALVE BOX WITH 3' OF EXTRA WIRE. WIRE TO BE CONNECTED TO MAIN LINE PIPE WHERE POSSIBLE WITH TAPE AT 25' INTERVALS. SLACK IN CONTROL WIRES REQUIRED AT EVERY CHANGE OF DIRECTION. WIRES MUST HAVE SEPARATE COLORS FOR COMMON, CONTROL AND SPARE. MINIMUM 1 SPARE WIRE FOR EVERY 5 VALVES. ALL CONTROL WIRES TO BE INSULATED 14 GAUGE COPPER. ALL SPARE WIRES MUST "HOME RUN" TO CONTROLLER AND SPARE WIRES AVAILABLE AT ALL VALVE MANIFOLDS AND CLUSTERS.
13. ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
14. IRRIGATION SYSTEM MUST CONTAIN CHECK VALVES TO PREVENT LOW POINT DRAINAGE.
15. SPACE ALL SPRAY HEADS 2" AWAY FROM ANY HARDSCAPE.
16. CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS. OVERHEAD IRRIGATION MUST HAVE A MINIMUM DU (DISTRIBUTION UNIFORMITY) OF 60%.
17. IRRIGATION CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
18. MAIN LINES SHALL BE 36" DEEP MIN. AND LATERAL LINES 18" DEEP MIN. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
19. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
20. IRRIGATION INSTALLATION TO COMPLY WITH APPLICABLE CITY SPECIFICATIONS AND DRAWINGS.
21. CONTRACTOR SHALL INSTALL IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE IN ALL TURF AREAS. USE VAN AND/OR U-SERIES NOZZLES AS NECESSARY TO PROVIDE PROPER COVERAGE AND TO KEEP WATER OFF OF BUILDINGS AND HARDSCAPES.
22. POWER TO CONTROLLER TO BE PROVIDED BY OWNER. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. INSTALL PER MANUFACTURERS INSTRUCTIONS. IRRIGATION CONTRACTOR SHALL PROVIDE AN AS-BUILT IRRIGATION PLAN UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.
23. INSTALL A FLUSH CAP AT THE END OF EACH DRIP LINE PER DETAILS FOR MAINTENANCE.
24. THE PURPOSE OF THE IRRIGATION SYSTEM IS TO PROVIDE SUFFICIENT WATER TO MAINTAIN PLANTS IN OPTIMAL CONDITION DURING DRIER WEATHER CONDITIONS. TIME CLOCKS SHALL BE ADJUSTED CONTINUOUSLY THROUGHOUT THE YEAR TO PROVIDE WATER ONLY WHEN THE SOIL IS DRY AT A DEPTH OF FOUR (4) INCHES THE FIRST INITIAL GROWING SEASON AND SIX (6) INCHES THE FOLLOWING YEARS.
25. IF ANY SUBSURFACE DRAINAGE OR RUN-OFF IS VISIBLE AT LOW AREAS, ACROSS SIDEWALKS, OR AT LOWER PORTIONS OF SLOPES, IMMEDIATELY SHUT THE VALVES OFF TO ALLOW THE AREA TO COMPLETELY DRY OUT. IF THIS CONDITION CONTINUES AFTER SUBSEQUENT WATERINGS THE CONTRACTOR SHALL NOTIFY THE OWNERS REP.
26. INSPECTIONS OF IRRIGATION SYSTEM SHALL BE MADE ON A DAILY BASIS TO OBSERVE AND PROVIDE REPAIRS OR REMEDIES TO THE FOLLOWING UNACCEPTABLE PROBLEMS: OVER-SPRAY ON SIDEWALKS, STREETS, PAVED AREAS, PARKING AREAS, FENCES, WALLS, SIGNS, BUILDINGS, OR STRUCTURES; DRAINAGE OR RUN-OFF ACROSS SIDEWALKS, PAVING, OR STREETS; DAMAGED OR IMPROPERLY OPERATING HEADS, PIPING, VALVES, CONTROLLER, OR OTHER IRRIGATION EQUIPMENT.
27. CONTRACTOR TO PROVIDE 2 HOURS OF TRAINING TO OWNER AT THE END OF THE PROJECT REGARDING OPERATION FOR IRRIGATION SYSTEM. CONTRACTOR WILL SHOW OWNER HOW TO OPERATE THE ISOLATION VALVE, BACKFLOW VALVE, CONTROLLER, AND REMOTE CONTROL VALVES.
28. AT THE TIME OF SUBSTANTIAL COMPLETION (DEFINED AS COMPLETE INSTALLATION AND PROPER FUNCTIONING OF IRRIGATION SYSTEM AND MOWCURB, INSTALLATION OF ALL PLANT MATERIALS INCLUDING STAKING OF TREES, AND PLACEMENT OF SOIL PREP AND MULCH) THE CONTRACTOR SHALL SCHEDULE A WALK THROUGH WITH THE OWNER TO REVIEW COMPLETED WORK AND GENERATE A PUNCH LIST. AT THIS TIME THE WARRANTY PERIOD OF ONE (1) YEAR BEGINS, THE CONTRACTOR HAS THIRTY (30) DAYS TO SATISFY THE ITEMS ON THE PUNCH LIST.
29. IRRIGATION CONTRACTOR SHALL GUARANTEE THE ENTIRE IRRIGATION SYSTEM TO BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE BY OWNER.

LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
385.501.7371

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info@legacydesigngroup.net

OWNER:
JRI HOSPITALITY

FREDDY'S FROZEN CUSTARD AT RANCHES CROSSING

PONY EXPRESS PARKWAY & CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811 Know what's below. Call before you dig.

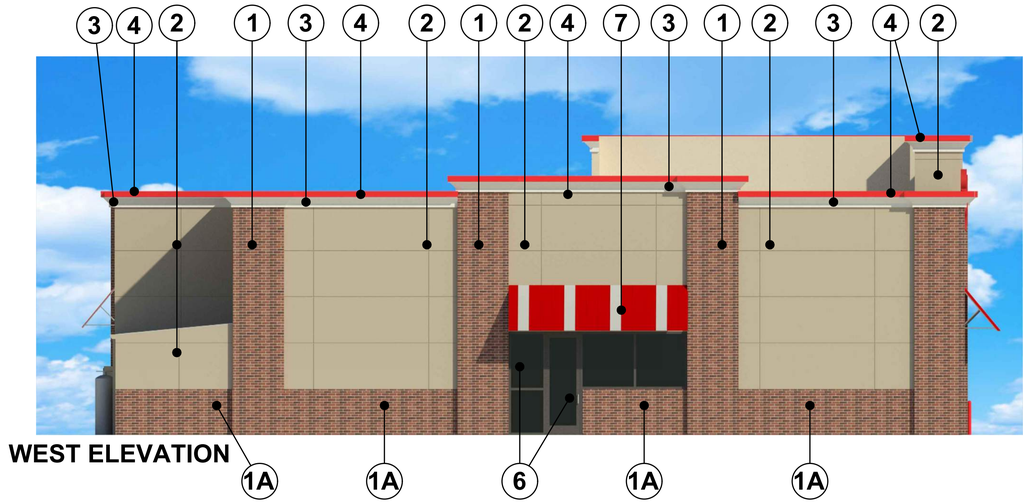
Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: DRS
ORIG. ISSUE DATE: MAR. 15, 2024

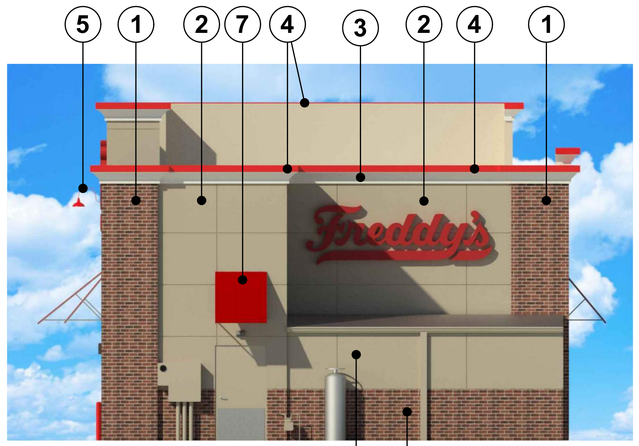
State of Utah
DEBORA R. SHEPARD
349758-5301
Licensed Landscape Architect

6/25/2024 2:53:51 PM

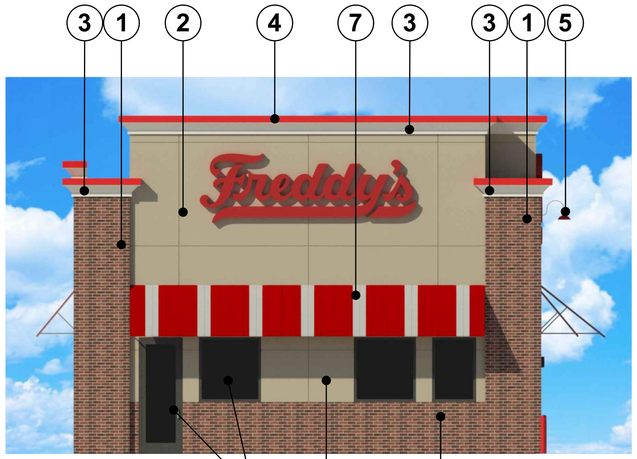
IRRIGATION DETAILS
L202



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

EAST ELEVATION

1 MODULAR BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

THIN BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

1A

2 FIBER CEMENT PANEL
"ARCHITECTURAL COLLECTION FINE SAND"
BY JAMES HARDI BOARD
PAINT: #7533 "KHAKI SHADE"
BY SHERWIN WILLIAMS

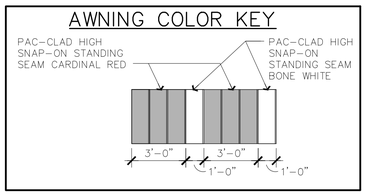
3 EIFS CORNICE
#6126 "FREDDY'S PEARL"
BY SHERWIN WILLIAMS

4 METAL COPING
"BRIGHT RED"
BY DUROLAST

5 "FREDDY'S RED"
ANGLE SHADE LIGHT FIXTURE

6 "DARK BRONZE" ALUMINUM
STOREFRONT DOORS & WINDOWS

AWNING COLOR KEY



7 AWNING COLOR KEY

BAKER DESIGN GROUP, PA
RODGER W. BAKER ARCHITECT, AIA NCARB
135 N. Main St. Wichita, KS 67202 316.207.7142
rodger@bakerdesigngroupinc.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

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RODGER W. BAKER, AIA

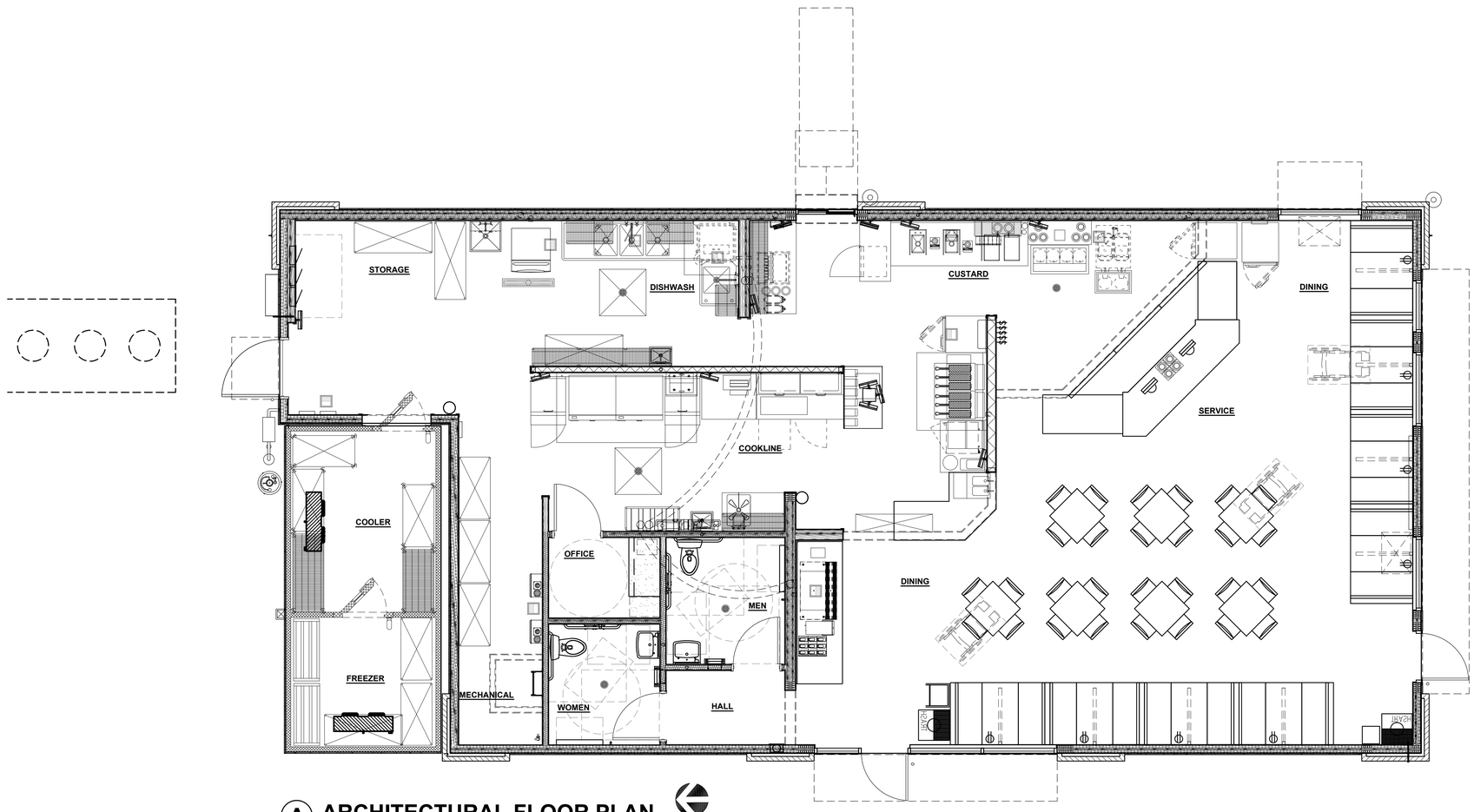
MATERIAL BOARD OPTION #1

DATE
DATE
6/21/24

DRAWN BY:
TDF

CHECKED BY:
RB

SHEET NO.
MB



A ARCHITECTURAL FLOOR PLAN

1/4" = 1'-0"

NORTH

AREA CALCULATIONS	(NET)
BUILDING	2,338 SQ. FT.
COOLER/FREEZER	210 SQ. FT.
FREDDY'S AREA	2,548 SQ. FT.

SEATING CALCULATIONS		
8	4 SEAT BOOTHS	32
7	4 SEAT TABLES	28
TOTAL IN STORE DINING		60
TOTAL SEATING		60

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N. Main St. Wichita, KS 67202 316.207.7142
rogerbakerarchitect@gmail.com

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RODGER W. BAKER, AIA

ARCHITECTURAL FLOOR PLAN OPTION #1

DATE
DATE
6/21/24

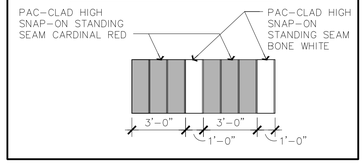
DRAWN BY:
TDF

CHECKED BY:
RB

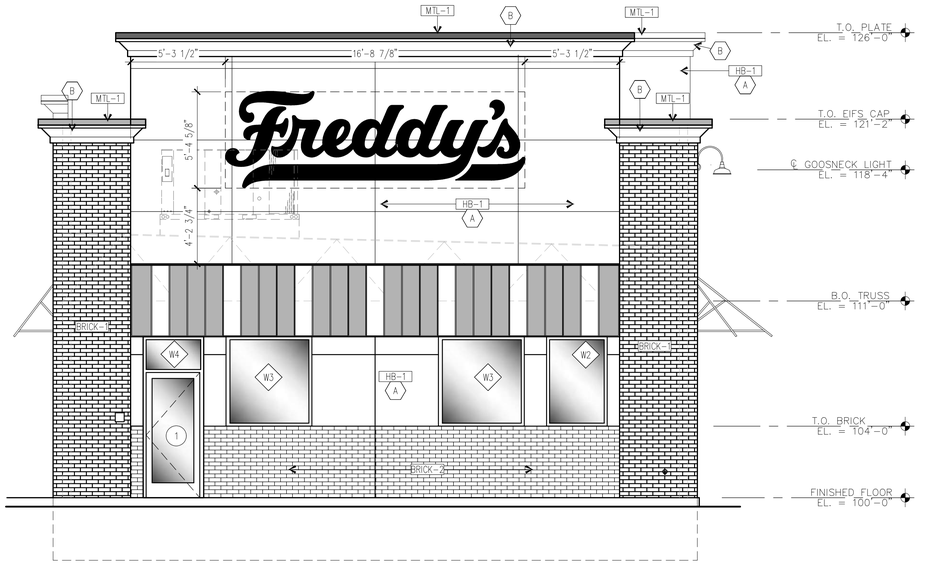
SHEET NO.
A1.1

EXTERIOR FINISH SCHEDULE						
SHERWIN WILLIAMS – PARENT NUMBER: BE37 FREDDY'S FROZEN CUSTARD						
EXTERIOR PAINT	DESCRIPTION	FINISH NO.	MFGR.	MFGR. NO.	COLOR	REMARKS
BUILDING WALLS	PAINT	(A)	SHERWIN WILLIAMS	#7533	KHAKI SHADE	
BUILDING TRIM	PAINT *	(B)	SHERWIN WILLIAMS	#6126	FREDDY'S PEARL	
BOLLARD	PAINT	P3	SHERWIN WILLIAMS	#17–572	FREDDY'S RED	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
GUARD RAIL	PAINT	P4	SHERWIN WILLIAMS	#B66B300	FREDDY'S JET BLACK	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
* NOTE: ALL EXTERIOR INSULATED FINISH SYSTEM (E.I.F.S.) IS PRE–MIXED WITH SHERWIN–WILLIAMS COLORS AS SPEC'D. ABOVE, NO PAINTING OF BUILDING E.I.F.S. (INCL. CONE) IS REQUIRED.						
EXT. BRICK	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
BUILDING BRICK VENEER	MODULAR BRICK	BRICK–1	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED
BUILDING BRICK VENEER	THIN BRICK	BRICK–2	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED
EXT. PANEL	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
FIBER CEMENT PANEL	48"x 96" CEMENT BD.	HB–1	JAMES HARDI BD.	– – –	ARCHITECTURAL COLLECTION FINE SAND	INSTALL PER MANUFACTURERS SPECIFICATIONS
METAL COPING	DESCRIPTION	FINISH NO.			COLOR	REMARKS
BUILDING COPING	COPING	MTL–1	DUROLAST		BRITE RED	2 PC COMPRESSION COPING CAP. SLOPE TOWARDS ROOF.

AWNING COLOR KEY



MATERIAL PERCENTAGE	
MODULAR BRICK	22%
THIN BRICK	15%
TEXTURED HARDIE BOARD	63%



Ⓐ SOUTH ELEVATION
1/4"= 1'–0"

SIGNAGE AREA: SOUTH ELEVATION

FREDDY'S = 90 SQ.FT.

TOTAL WALL AREA = 949 SQ.FT. X 10% = 94 SQ. FT.
TOTAL SIGN AREA = 90 SQ. FT.

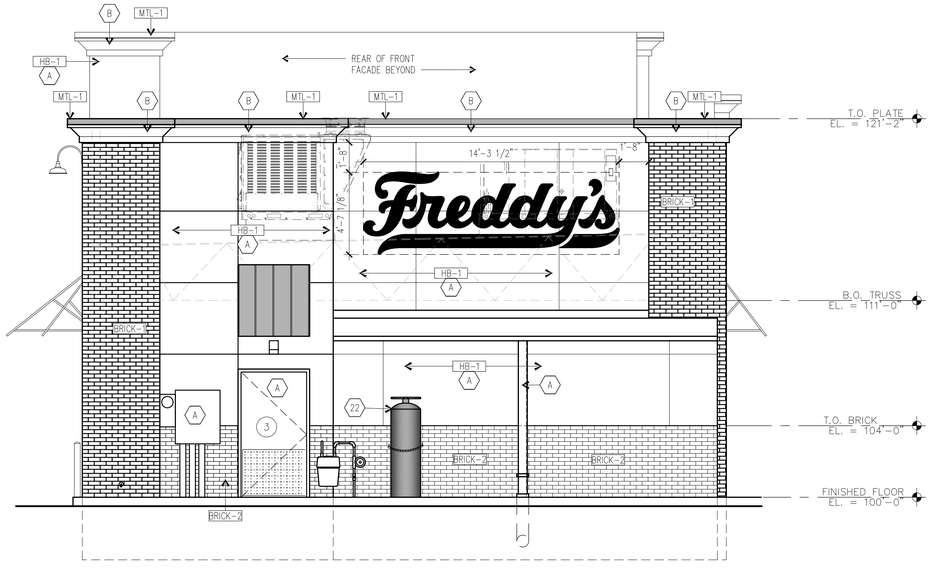
CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA

SIGNAGE AREA: NORTH ELEVATION

FREDDY'S = 65 SQ.FT.

TOTAL WALL AREA = 770 SQ.FT. X 10% = 77 SQ. FT.
TOTAL SIGN AREA = 65 SQ. FT.

CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA



Ⓑ NORTH ELEVATION
1/4"= 1'–0"

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N Main St. Wichita, KS 67202 3162627742
rodgerbakerdesign@gmail.com

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RODGER W. BAKER, AIA

EXTERIOR ELEVATIONS OPTION #1

DATE
DATE
6/21/24

DRAWN BY: RB/TDF

CHECKED BY: RB

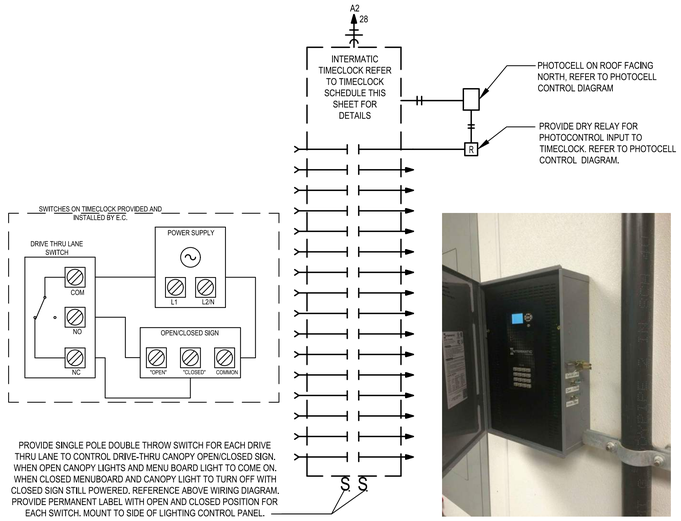
SHEET NO. A3

INTERMATIC TIMECLOCK SCHEDULE - MODEL: #ET91615CR			
CONTACT NAME:	ROBERT LUNA	TIMECLOCK POWER SOURCE	
CONTACT NUMBER:	815-529-0020	BREAKER PANEL NAME:	PANEL A2
CONTACT E-MAIL:	RLUNA@INTERMATIC.COM	CIRCUIT NUMBER:	28

TIME CLOCK SEQUENCE OF OPERATION

RELAY NO.	CIRCUIT NO.	CONTROLLED AREA	ON TIME	OFF TIME	RELAY NO.	CIRCUIT NO.	CONTROLLED AREA	ON TIME	OFF TIME
1	-	PHOTOCELL	-	-	8	-	SPARE	-	-
2	A1-31	SIGN #1	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA	7	-	SPARE	-	-
3	A1-33	SIGN #2	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA	6	-	SPARE	-	-
4	A1-35	SIGN #3	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA	5	A1-7	DRIVE THRU MENU 1	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA
9	B-36	BUILDING EXTERIOR LIGHTING	30 MINUTES BEFORE SUNSET	11:00PM SU-TH 12:00AM FR-SA	16	A1-14	FRONT MENU BOARDS	9:00AM	12:00AM SU-TH 1:00AM FOLLOWING DAY FR-SA
10	A2-9	DIRECTIONAL SIGNAGE	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA	15	B-33	DINING LIGHTING	9:00AM	12:00AM SU-TH 1:00AM FOLLOWING DAY FR-SA
11	A1-32	MONUMENT SIGNAGE	30 MINUTES BEFORE SUNSET	10:15PM SU-TH 11:15PM FR-SA	14	A1-24	WALK-IN COOLER/ FREEZER LIGHTING	8:00AM	12:00AM SU-TH 1:00AM FOLLOWING DAY FR-SA
12	-	SPARE	-	-	13	B-37	KITCHEN LIGHTING	8:00AM	12:00AM SU-TH 1:00AM FOLLOWING DAY FR-SA

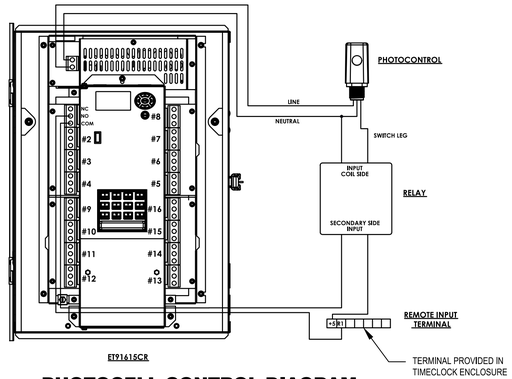
INTERMATIC TIMECLOCK PROVIDED BY ACCENT LIGHTING
CONTACT PAUL GRAF @ 316-636-1278 WITH PROCUREMENT QUESTIONS.
FOR PROGRAMING QUESTIONS PLEASE CONTACT ROBERT LUNA, CONTACT INFORMATION ABOVE.
FOR IMMEDIATE ASSISTANCE CONTACT TECH SUPPORT @ 1-800-391-4555



PROVIDE SINGLE POLE DOUBLE THROW SWITCH FOR EACH DRIVE THRU LANE TO CONTROL DRIVE-THRU CANOPY OPEN/CLOSED SIGN. WHEN OPEN CANOPY LIGHTS AND MENU BOARD LIGHT TO COME ON. WHEN CLOSED MENUBOARD AND CANOPY LIGHT TO TURN OFF WITH CLOSED SIGN STILL POWERED. REFERENCE ABOVE WIRING DIAGRAM. PROVIDE PERMANENT LABEL WITH OPEN AND CLOSED POSITION FOR EACH SWITCH. MOUNT TO SIDE OF LIGHTING CONTROL PANEL.

LIGHTS/SIGNAGE CONTROL DIAGRAM

SCALE: NONE



ET91615CR

PHOTOCELL CONTROL DIAGRAM

SCALE: NONE

LIGHT FIXTURE SCHEDULE

MARK NO.	MANUFACTURER & CATALOG NUMBER	VOLTS WATTS	LAMPS	DESCRIPTION	IMAGE
A	JUNO S2X4BL-5540U-WH3	120 54	INCL LED	2'x4' LED GRID BASKET TROFFER WITH OPAL LENS. WITH LED DRIVE CAPABLE OF PRODUCING 5500 LUMENS AND 4100K.	
A2	JUNO S2X2BL-3940U-WH3	120 36	INCL LED	2'x2' LED GRID BASKET TROFFER WITH OPAL LENS. WITH LED DRIVE CAPABLE OF PRODUCING 3900 LUMENS AND 4100K.	
B,C	JUNO R532-WH ON TX-WH SERIES TRACK	120 14	1-14W LED PAR30	TRACK MOUNTED GIMBAL-RING LAMPHOLDER WITH TRIM RING FOR (1) 14W PAR30 LED LAMP MOUNTED ON SINGLE CIRCUIT TRACK, LENGTH AS INDICATED ON PLANS. PROVIDE ALL NECESSARY ENDS, FEEDS, ETC FOR COMPLETE INSTALLATION. VERIFY FINISH WITH ARCHITECT.	
D	LITHONIA ARC1LED-P1-40K-MVOLT-XX	120 11	LED 1454 LUMENS 4000K	WALL PACK. VERIFY FINISH WITH ARCHITECT.	
F	ACCENT LIGHTING 142-W516-43-BLC W/ JUNO T31WH TRACK ADAPTER WHERE INDICATED ON TRACK	120 14	1-14W CF/ SILVER BOWL	16Ø RLM SHADE FOR (1) 14W SELF-BALLASTED SILVER-BOWL MEDIUM BASE COMPACT FLUORESCENT LAMP. MOUNT AT 60" AFF ABOVE BOOTHS AND 72" AFF ABOVE HIGH TOP TABLES.	
G	JUNO IC22LED-35K-24W-WH	120 12	INCL LED	6"Ø RECESSED DOWNLIGHT WITH BLACK BAFFLE FOR (1) 12W LED LIGHT ENGINE	
H	BASELITE A812/43/E12-EXT.24"/LWTM/LED12W/3K/120/277V	120 12	INCL LED 1481 LUMENS	ANGLED SHADE ACCENT LIGHT SINGLE (12W) LED HEAD WITH RED FINISH	
K	EVERBRITE FREDDY'S WALL CLOCK	120	-	FREDDY'S BRANDED INTERNALLY ILLUMINATED WALL CLOCK WITH 120V POWER PACK	
L	TRACE LITE WL21-3-3K-BR-PC	120 15	INCL LED 1531 LUMENS	WALL MOUNTED AREA LIGHT WITH (1) 15W LED LIGHT ENGINE WITH PHOTOCELL	
O	KICHLER 16204AZT42 STAKE 15276BK SURFACE FLANGE 15601BKT	120 10	INCL LED 914 LUMENS	LED ACCENT FIXTURE, BRONZE WITH 15 DEGREE SPOT BEAM SPREAD. PROVIDE WITH 120V BLACK POWER POST.	
S1	BEACON VP-1-36L-55-5K-7-4W	UNV 56.8	INCL LED 6,724 LUMENS	PROVIDED AND POWERED BY DEVELOPMENT. SHOWN FOR REFERENCE. POLE MOUNTED AREA LIGHT - TYPE 4W DISTRIBUTION. MOUNT ON 14' POLE WITH 3' HIGH CONCRETE BASE (17' TOTAL MOUNTING HEIGHT). REFER TO CIVIL PLANS FOR MORE INFORMATION.	
	NAVILITE N1LWH	120 2.0	INCL	EMERGENCY LIGHT WITH TWIN ADJUSTABLE LED HEADS AND SEALED NICAD BATTERY, MOUNT AT 10'-6"±, TO CLEAR OBSTACLES.	
	NAVILITE NXPCL-3-R-WH	120 3.7	INCL	COMBO EMERGENCY/EXIT LIGHT WITH LED LAMPS, RED LETTERS ON WHITE BACKGROUND, UNIVERSAL MOUNT, BATTERY BACKUP AND TWIN EMERGENCY HEADS	EXIT
	NAVILITE NXPCL-3-R-WH-HO W/ REMOTE HEAD NRL-WP-2-GY	120 4.0	INCL	COMBO EMERGENCY/EXIT LIGHT WITH LED LAMPS, RED LETTERS ON WHITE BACKGROUND, UNIVERSAL MOUNT, HIGH CAPACITY BATTERY BACKUP, TWIN EMERGENCY HEADS AND WEATHERPROOF EXTERIOR REMOTE HEAD	EXIT

ALL NEW LIGHT FIXTURES ARE TO BE PROVIDED BY OWNER THROUGH ACCENT LIGHTING. CONTACT PAUL GRAF @ 316-636-1278 WITH QUESTIONS.
ALL LAMPS TO BE SUPPLIED BY OWNER.

TYPE 'F' FIXTURES TO BE CENTERED OVER BOOTH.

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N. Main St., Wichita, KS 67202 316.267.7142
rodger@bakerdesigngroupllc.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

NOT FOR CONSTRUCTION

LIGHTING DETAILS

DATE
3/26/24

DRAWN BY: MS/AK
CHECKED BY: EK/DS
SHEET NO. E-2.1

BC PROJECT #: 24072

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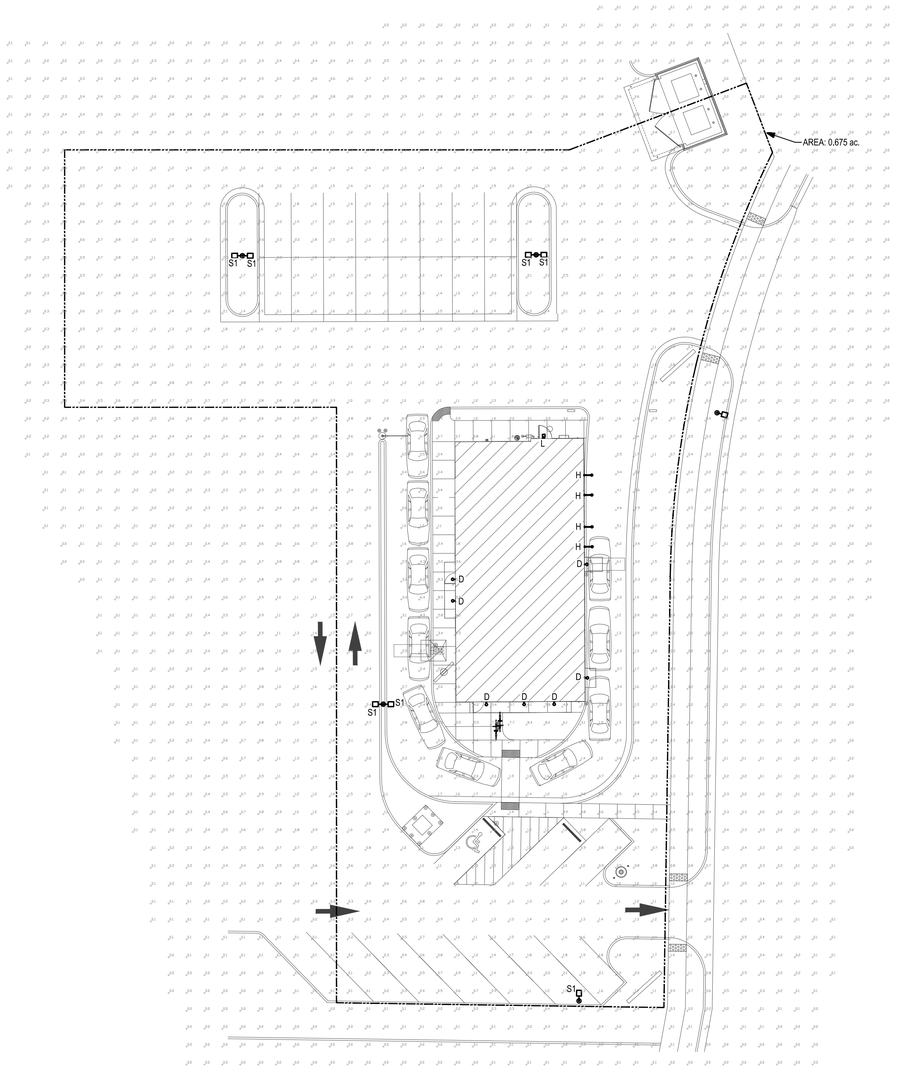
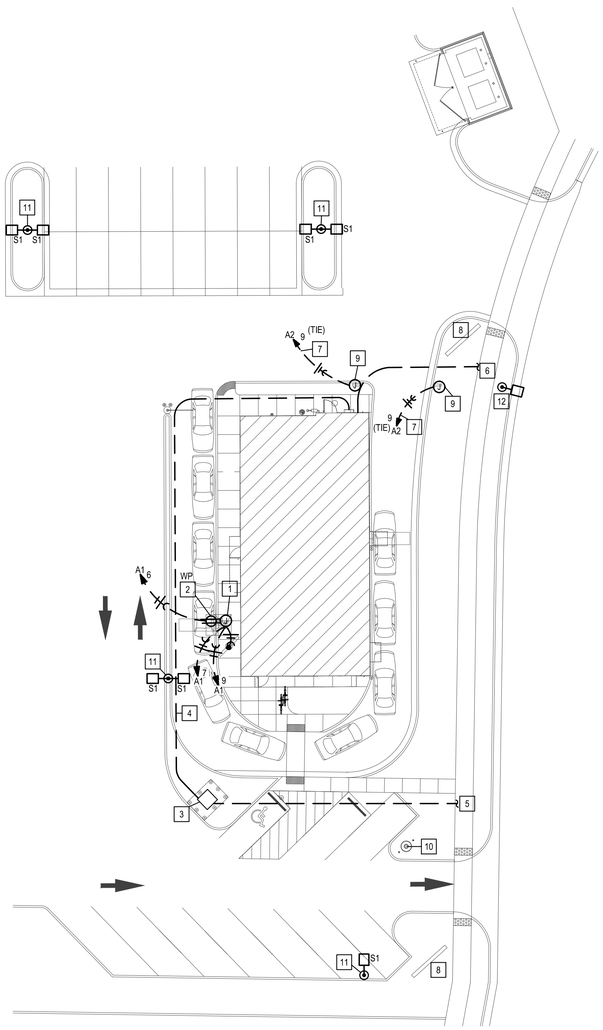


PHOTOMETRIC PLAN
SCALE: 1"-20'

PHOTOMETRIC STATISTICS					
DESCRIPTION	AVERAGE	MAXIMUM	MINIMUM	MAX/MIN	AVG/MIN
FREDDY'S SITE	1.4	6.4	0.1	64.0:1	14.0:1

LUMEN STATISTICS				
DESCRIPTION	QUANTITY	DELIVERED LUM	=	TOTAL
S1 - POLE LIGHTS	7	6724	=	47,068
H - DECORATIVE SCONCE	4	1481	=	5,924
D - CANOPY LIGHTS	7	1454	=	10,178
L - SECURITY LIGHT	1	1531	=	1,531
O - FLAG POLE LIGHTS (NOT SHOWN ON SITE PLAN)	2	914	=	1,828
		TOTAL	=	66,529 lum
ALLOWABLE LUMENS	100,000/ac.	0.675 ac.	=	67,500 lum



ELECTRICAL SITE PLAN
SCALE: 1"-20'

SITE ELECTRICAL PLAN NOTES

1. CONNECT ONE CIRCUIT THRU TIMECLOCK TO NEW MENUBOARD, AND ONE CIRCUIT UNSWITCHED TO SPEAKER POST/ORDER CONFIRMATION BOARD PER MANUFACTURER'S INSTRUCTIONS.
2. RECEPTACLE FOR OCB. MOUNT WEATHERPROOF DUPLEX INSIDE POST AT +24". CONDUIT TO BE RUN INSIDE POST.
3. PROPOSED PAD-MOUNTED TRANSFORMER - SEE ELECTRICAL RISER DIAGRAM ON SHEET E4. COORDINATE EXACT LOCATION WITH LOCAL UTILITY COMPANY.
4. SECONDARY CONDUCTORS FROM TRANSFORMER. SEE RISER DIAGRAM ON SHEET E4.
5. 4"C FOR PRIMARY CABLES BY UTILITY COMPANY. COORDINATE ROUTING & TERMINATION POINT WITH LOCAL SERVICE PROVIDER.
6. (2)2"C TO PROPERTY FOR TELEPHONE SERVICE. TERMINATE AT LOCATION DIRECTED BY LOCAL SERVICE PROVIDER.
7. ROUTE CIRCUIT TO PANEL INDICATED VIA EXTERIOR LIGHTING CONTROLS. SEE DETAIL ON SHEET E2.1.
8. MONUMENT SIGN POWERED BY DEVELOPMENT.
9. CONNECT TO DIRECTIONAL SIGNAGE. VERIFY FINAL LOCATION PRIOR TO INSTALLATION.
10. LOCATION OF FLAG POLE AND IN-GROUND LIGHTING. REFER TO SHEET E2 FOR LIGHTING CIRCUITING AND CONTROLS.
11. SITE LIGHTING POWERED BY DEVELOPMENT.
12. PUBLIC STREET LIGHT.

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N. Main St. Wichita, KS 67202 316.267.7142
rodger@bakerdesigngrouppa.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

NOT FOR CONSTRUCTION

ELECTRICAL SITE PLAN

DATE
3/26/24

DRAWN BY:
MS/AK

CHECKED BY:
EK/DS

SHEET NO.
E-5

BC PROJECT #: 24072

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BC ENGINEERS INCORPORATED
5720 Reeder Shawnee, KS 66203 (913)262-1772

BEACON

VIPER Area/Site

VIPER LUMINAIRE

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

MICRO STRIKE | STRIKE OPTICS

FEATURES

- Low-profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are 3G rated
- Control options including photo control, occupancy sensing, NX Lighting Controls®, wiSCAPE and 7-Pin with networked controls
- New customizable turret adjust feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

IP65 | DLC | DLC PREMIUM

CONTROL TECHNOLOGY

NX Lighting Controls | wiSCAPE

SPECIFICATIONS

CONSTRUCTION
- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while providing a sleek, modern appearance
- Corrosion resistant, die-cast aluminum housing with 4000 hour powder coat paint finish
- External hardware is corrosion resistant stainless steel

OPTICS
- Micro Strike Optics (MS, 3ZO, 4BS, or 5WQ) delivers exceptional uniformity for area applications and comes standard with zero power LEDs which exactly illuminate the entire optic, thus maximizing efficiency. For more full appearance, Catalog Logic found on page 3
- Strike Optics (3K, 7J, 10B, or 1E2 LED counts) are ideal for applications with 20' to 40' maximum pole spacing in new applications with high powered LEDs. Strike optics are also ideal for retrofit applications where you desire the appearance of the Micro Strike optics, but with a higher light level and output on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house side, backlight and uplight. Full cut-off house side backlight control shields and house side shields can be added for further reduction of house side illumination
- One-piece silicone gasket ensures a weatherproof seal
- Fixture is rated for 0 degrees of tilt
- Field installable optics

INSTALLATION
- Mounting patterns for each arm can be found on page 5
- Universal arm/pole mounting block for ease of installation during retrofit applications. Available as an option (KDLD) or accessory (KDLDU) for ordering
- All mounting hardware included

INSTALLATION (CONTINUED)
- Bayclips are fiber optics available for 2-3/8" O.D. poles
- Compatible with EPA less than 1 mounted to a pole greater than 20ft, a vibration damper is recommended

ELECTRICAL
- 120-277VAC, 2/3 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection for reliable operation
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Location Category C3. Additionally, optional 10kV surge protection is available for added protection
- Class 2 power supplies provides 2 drivers within the luminaire cutting down the risk of it easily exiting the luminaire, where Dual Power Feed configurations provide power to each driver independently so two sets of leads are extended from the luminaire. Both options are 3G rated

CONTROLS
- Photo-control, occupancy sensor programmable via NX Lighting Controls® or wiSCAPE available for cutsheet on/off and dimming controls
- Please consult brand or sales representative when controlling zone and electrical options are required to ensure that the fixture will meet anticipated dimming on your application

CONTROLS (CONTINUED)
- Futureproof Control available for retrofit kits, photocontrols or wireless control modules (control accessories sold separately)

WARRANTY
- 5 year warranty

KEY DATA
Lumen Range: 5,000–80,000
Wattage Range: 36–600
Efficacy Range (LPW): 92–155
Weight lbs. (kg): 12.7-30.8 (5.7-13.9)

Current

currentlighting.com/beacon

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BEACON

VIPER Area/Site

VIPER LUMINAIRE

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

MICROSTRIKE OPTICS – ORDERING GUIDE

Example: VP-2-320L-MS-3K7-2-R-UNV-A3-BLT

CATALOG #

Series	Optic Platform	Size
VP Viper	MS Micro Strike	1 Small 2 Medium 3 Large 4 Extra Large

Light Engine	
5L5_5K7	5500 lumens
5L5_4K0	5500 lumens
5L5_3K5	5500 lumens
5L5_3K0	5500 lumens
5L5_2K7	5500 lumens
5L5_AMB	5500 lumens
10L5_5K7	10000 lumens
10L5_4K0	10000 lumens
10L5_3K5	10000 lumens
10L5_3K0	10000 lumens
10L5_2K7	10000 lumens
10L5_AMB	10000 lumens
15L5_5K7	15000 lumens
15L5_4K0	15000 lumens
15L5_3K5	15000 lumens
15L5_3K0	15000 lumens
15L5_2K7	15000 lumens
15L5_AMB	15000 lumens

Options	
AT	AT mode/ Dual Switching
7PR	7-Pin Receptacle
7PRS	7-Pin Receptacle, Shorting Cap
347	347V
480	480V
SF	Single Fuse (120, 277, 347, 480V)
DF	Double Fuse (208, 240V)
HVF	High Voltage Fuse (380, 416, 440, 480V)
BCE	Bird Control Enclosure
BCW	Bird Control Wire
BCS	Bird Control Spikes
4000K	4000K
5000K	5000K

Mounting	
R	Arm mount for square pole/flat surface (B124 Fitter(s) does not include mounting arm)
RA_	Arm mount for round pole **
ARM2	Universal arm mount for square pole, 2 fixture (180° apart) (RA_ required)
A_2	Universal arm mount for round pole **
AM2	ADJUSTABLE arm for pole mounting (RA_ required)
ALA2	Adjustable arm mount for round pole **
ADU	Decorative upsweep arm (universal drill pattern)
ALJ	Decorative upsweep arm mount for round pole **
WAP	Wall arm fitter for 2 (HP 12) horizontal arm
K	Knuckle
T	Trunnion
WB	Wall Bracket, horizontal tenon with 180°
WM	Wall mount bracket with decorative backplate
WA	Wall mount bracket with adjustable arm

Color	
BLK	Black Micro Textured
BLKS	Black Smooth
DBT	Dark Bronze Micro Textured
DBTS	Dark Bronze Smooth
GT	Graphite Micro Textured
GTS	Light Grey Smooth
GPT	Graphite Micro Textured
PBS	Platinum Silver Smooth
WHT	White Micro Textured
WHS	White Smooth
VGT	Verde Green Micro Textured
CC	Custom Color

Options	
P	Fusing
DCP	Dual Photocontrol Socket
DIM	Dual Driver
TE	Tandem Entry
BC	Backlight Control *
TB	Terminal Block

Network Control Options	
NXWSHP	NX Networked Wireless Inside Hinged SHP/HP/LHP/ RHP/Accessory Sensor with Automatic Dimming Photocell and Bluetooth Programming **
NXWSHPEM	NX Networked Wireless Inside Hinged SHP/HP/LHP/RHP/Accessory Sensor with Automatic Dimming Photocell and Bluetooth Programming **
NXW	NX Networked Wireless Node Without Sensor/Photocell and Bluetooth Programming **
NXWEM	NX Networked Wireless Node Without Sensor/Photocell and Bluetooth Programming **
NXWSHP-EMP	NX Networked Wireless Inside SHP/HP/LHP/RHP/Occupancy Sensor with Automatic Dimming Photocell and EMP **
BTSO-SHP	Bluetooth Programmable, BTSMH/SMG/HN Occupancy Sensor with Automatic Dimming Photocell and SHP **
7PR	7-Pin Receptacle **
7PR-BC	7-Pin Receptacle with shorting cap **
3PR	3-Pin Receptacle **
3PR-EC	3-Pin receptacle with shorting cap **
10KV	10kV/10kA Surge Protection **
20KV	20kV/10kA Surge Protection **
EMP	Emergency Battery Backup **
PC	Button Photocontrol **

* Series with a gray background can be done as a custom order. Contact factory representative for more information.
** Options (**) are 12" (4.1) if 13"-24" (5) are done, 5" for 25"-40" (6) are, 7" for 42"-52" (7) are, 10" for 53"-72" (8) are.
*** Options (***) cannot be combined with other control options
**** Not available with SPP option
***** Not available with 480V option

* Series voltage restrictions may apply when combined with controls
** Not available with SPP
*** Not available with Options 3-5 Networks

Current

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ARC1 LED

Architectural Wall Luminaire

Catalog Number
Notes
Type

Not sure what to choose next? Use page to see all mechanical elements.

Specifications

Depth (D'): 4.5"
Depth (D2): 4.75"
Height: 9"
Width: 7"
Weight (without options): 7 lbs

ARC LED Family Overview

Model	Delivered Lumens (3000K)		Delivered Lumens (4000K)		Backlit/Uplit Lumens (3000K)		Backlit/Uplit Lumens (4000K)	
	CCT	CRI	CCT	CRI	CCT	CRI	CCT	CRI
ARC1-LED	4W		4W		1,100	1,000	1,000	4,000
ARC2-LED	4W		4W		1,100	1,000	1,000	4,000

Ordering Information

EXAMPLE: ARC1 LED P2 40K MVOLT PE DDBXD

Series	Package	Color temperature	Voltage	Options	Finish
ARC1-LED	P1 1,000 Lumens P2 2,000 Lumens P3 3,000 Lumens	30K 3000 40K 4000 50K 5000	MVOLT 347	EMR Emergency battery backup, CC compliant (MV, PT, only)* PE Button type photocell in the back for dusk to dawn operation DS 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)* DTD5/31 360° loop protection HS Houseside shield (for use in compliance with Dark Sky Initiative, where the lens is determined to be in direct sight of a body of water, from 2fts to 5fts)*	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum WHXD White DSSXD Sandstone DWGXD Textured Dark Bronze DBLBXD Textured Black DNATXD Textured natural aluminum DSSTXD Textured sandstone DDBTXD Textured sandbronze

Accessories

Order as separate catalog number.
Surface - mounted back box (quick) (box)

NOTES
1 347V not available with EMRH.
2 HS2 not available with DWG.

Introduction

The Lithonia Lighting ARC LED wall-mounted luminaires provide both architectural styling and visually comfortable illumination while providing the high energy savings and low initial costs for LED light sources.

ARC1 delivers up to 3,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of ARC1, with its integrated emergency battery backup option, is ideal for over-the-door applications.

Performance Data

Lumen Output

Lumen and wattage data has been performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	3000K (3500K nominal)				4000K (4000K nominal)				5000K (5000K nominal)			
		Lumens	LPW	B	U	Lumens	LPW	B	U	Lumens	LPW	B	U
P1	10W	1,076	107	0	0	1,164	116	0	0	1,040	104	0	0
P2	17W	2,005	121	1	0	2,151	128	1	0	1,745	129	1	0
P3	25W	2,815	117	1	0	3,021	125	1	0	2,451	125	1	0

Electrical Load

Performance Package	System Watts	Current (A)			
		120	208	240	277
P1	10W	0.101	0.060	0.053	0.047	0.045
P2	17W	0.159	0.095	0.077	0.068	0.066
P3	25W	0.208	0.122	0.100	0.087	0.083

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0–40°C (32–104°F).

Ambient	Performance Package
0°C	1.07
10°C	1.04
25°C	1.00
40°C	0.96

Lumen Output in Emergency Mode (4000K, 80 CRI)*

Performance Package	Lumens
5W	420

Projected LED Lumen Maintenance

Data calculated to the end projected performance projection for the platforms noted in a IESNA approved method using 6,000 hours of LED manufacturer testing data, in accordance with IESNA TM-21 and a ambient temperature of 25°C. Extrapolated projected performance that corresponds to the desired duration of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Multiplier (Factor)	1.0	>0.96	>0.93	>0.91

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting ARC LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND
- 0.5FC
- 1FC
- 1.5FC
- 2FC

MH = 10ft
Grid = 10ft x 10ft

ARC1 LED P2 40K

LITHONIA LIGHTING | COMMERCIAL OUTDOOR | One Lithonia Way • Conyers, Georgia 30012 • Phone: 1.800.705.SERV (7378) • www.lithonia.com

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ARC1-LED
Rev. 03/05/20

C-Series LED

16209–16214

120V–277V LED Small Accent, 5W & 10W

Select Models

PROJECT:
TYPE:
ORDERING:
COMMENTS:

APPLICATIONS
Kichler's 120V-277V LED accent lighting fixtures are designed for outdoor lighting applications requiring uniform light sources, with long life, and little maintenance requirements.

CONSTRUCTION
Die-cast aluminum construction with durable pulverize polyester powder coating. Vandal resistant hardware, reinforced knuckle design, a wider draining front end with an integrated cowl. Accent fixtures accept various lens or louver accessories.

ELECTRICAL
ETL listed to UL and CSA Standards for 120V–277 VAC (50/60 Hz), and suitable for wet locations. Integrated surge protection (4kV) comes standard.

OPTICS
Utilizes a single LED chip-on-board light source that provides for center-to-edge uniformity and enhances beam control. Three-step binning for tight color consistency. Available in three standard beam angles: 15, 40 or 55 degrees.

LISTINGS
ETL, wet label listed to UL and CSA Standards. IP66 rated. FCC compliant.

ORDERING MATRIX (Model # =Finish & CCT Code)-5 LUMEN INFORMATION

Model #	Finish	CCT (30 / 40)	Wattage	CRI	Beam Angle	Lumen	Lm/W	L70 (hrs)
16209	AZT or BKT	3000K	5.2	80 (+)	15 Deg	472	91	60,000
16209	AZT or BKT	4000K	5.0	80 (+)	15 Deg	495	99	60,000
16210	AZT or BKT	3000K	5.2	80 (+)	40 Deg	478	93	60,000
16210	AZT or BKT	4000K	5.1	80 (+)	40 Deg	514	100	60,000
16211	AZT or BKT	3000K	5.3	80 (+)	55 Deg	478	91	60,000
16211	AZT or BKT	4000K	5.3	80 (+)	55 Deg	495	93	60,000
16212	AZT or BKT	3000K	9.5	80 (+)	15 Deg	833	84	60,000
*16212	AZT or BKT	4000K	10.0	80 (+)	15 Deg	914	91	60,000
16213	AZT or BKT	3000K	10.3	80 (+)	40 Deg	843	81	60,000
*16213	AZT or BKT	4000K	10.3	80 (+)	40 Deg	942	91	60,000
16214	AZT or BKT	3000K	9.9	80 (+)	55 Deg	807	82	60,000
*16214	AZT or BKT	4000K	10.2	80 (+)	55 Deg	934	91	60,000

Example: 16209BKT40 to model 16209 in Textured Black, 4000K
Each model is available with a finish in BKT - Textured Black or AZT - Textured Architectural Bronze

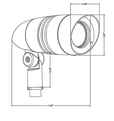
*DLC Qualified Products. For the most current listing, visit www.designlights.org

KICHLER

C-Series LED

120V–277V LED Small Accent, 5W & 10W

DIMENSIONS



INCLUDED ACCESSORIES
Three (3) King Innovation Gel-Filled twist-on-wire connectors

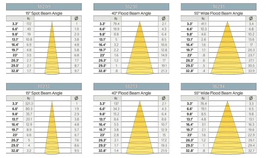
ACCESSORIES
Ordered & shipped separately. (for knuckle only)
16648 AZT, BKT - 6" Stem
16656 AZT, BKT - 12" Stem
16657 AZT, BKT - 18" Stem
16658 AZT, BKT - 24" Stem
Corrosion resistant aluminum alloy with baked thermoset powder coating.

16276 BKT - Power Post, 4 Part, One-Step Connector
Made of Impact / Corrosion Resistant PVC
2.25" Inside Diameter to Accommodate Conduits of Different Sizes
Accepts 3/4 NPSM Thread
Designed For 120V-277V Line Voltage Landscape Lighting, Pathway Lighting, Step Lights, and Similar Applications
Built-in Stabilizer Removes Need For Concrete

16461 BKT - Cast Aluminum Surface Mounting Flange with Bronze or Black Finish, Neoprene Gasket For Watertight Seal

16609 AZT, BKT - Junction Box Mounting Bracket
Corrosion Resistant Cast Aluminum Alloy with Baked Thermoset Bronze or Black Powder Coat Finish

PHOTOMETRIC DIAGRAMS



KICHLER

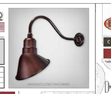
BASLITE – ANGLE SHADE – LED – SPEC SHEET

PROJECT NAME:
PROJECT TYPE:

MODEL #

A	B	C	D	E	F	G	H	I	J	K

NOTES:

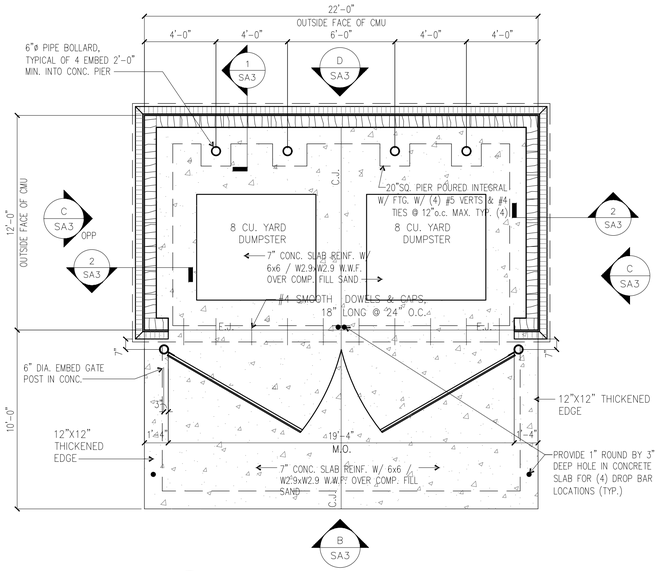


A - SHADES

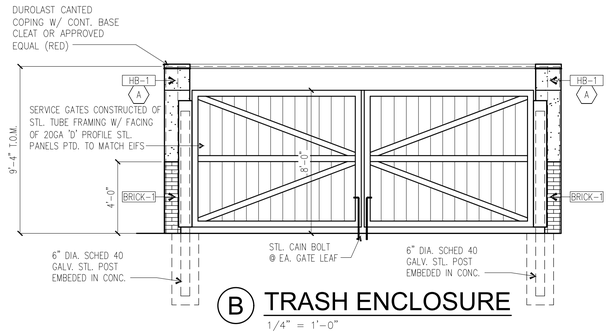
ANGLE SHADE SERIES
- **SE01** (SHADE ONLY)
- **SE01-** (SHADE ONLY)
- **SE12** (SHADE ONLY)
- **SE12-** (SHADE ONLY)

B - FINISH OPTIONS

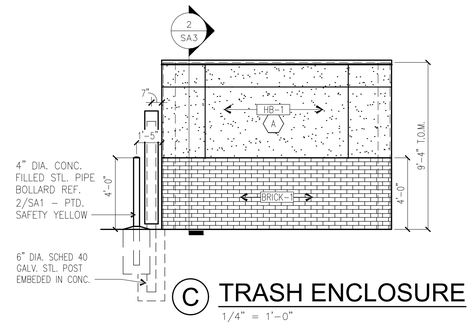
* Not Available with options BKT, TG, WL, WLP, WLZ, WLZP, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,



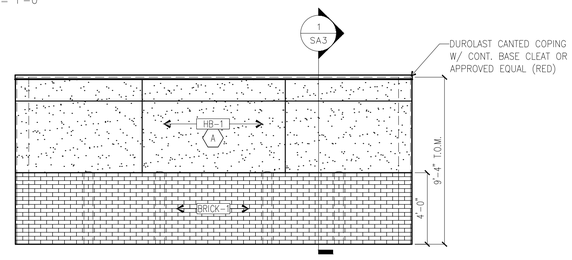
A TRASH ENCLOSURE PLAN
1/4" = 1'-0"



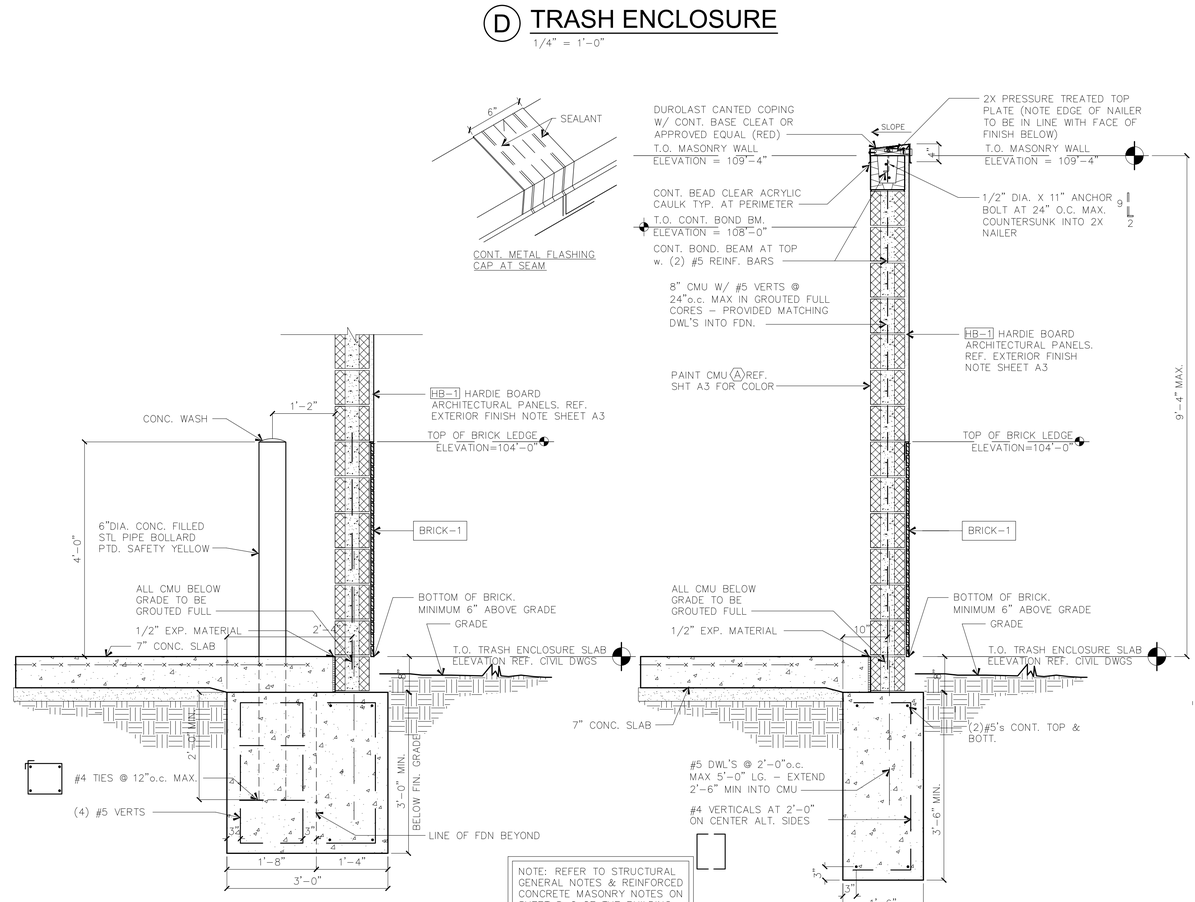
B TRASH ENCLOSURE
1/4" = 1'-0"



C TRASH ENCLOSURE
1/4" = 1'-0"



D TRASH ENCLOSURE
1/4" = 1'-0"



NOTE: REFER TO STRUCTURAL GENERAL NOTES & REINFORCED CONCRETE MASONRY NOTES ON SHEET S-0 OF THE BUILDING CONSTRUCTION DOCUMENTS

1 TRASH ENCLOSURE WALL
3/4"=1'-0"

2 TRASH ENCLOSURE WALL
3/4"=1'-0"

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
151 N Main St. Wichita, KS 67202 3162677142
rodger@bakerdesigngroupps.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

NOT FOR CONSTRUCTION

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RODGER W. BAKER, AIA

TRASH ENCLOSURE PLAN & DETAILS

DATE
DATE
6/18/24

DRAWN BY: RB/TDF
CHECKED BY: RB

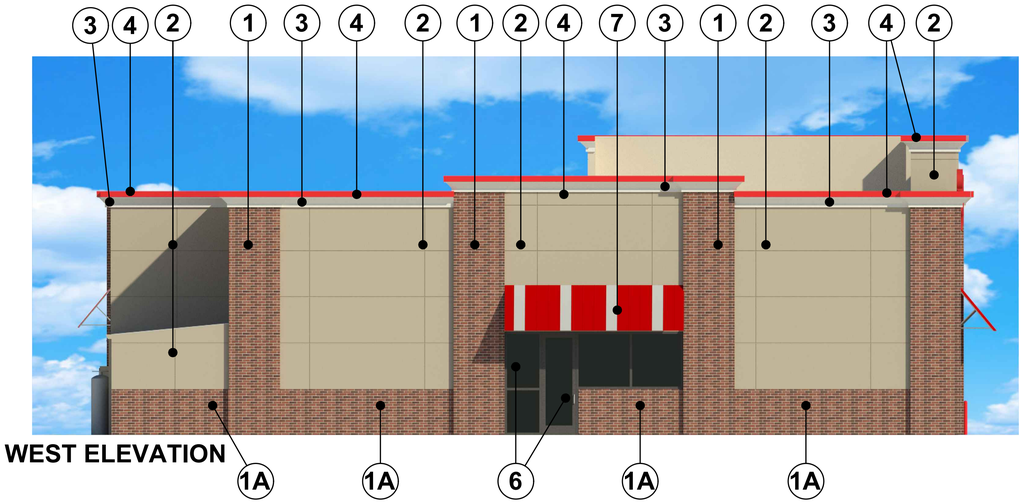
SHEET NO.
SA3

Freddy's Frozen Custard & Steakburgers

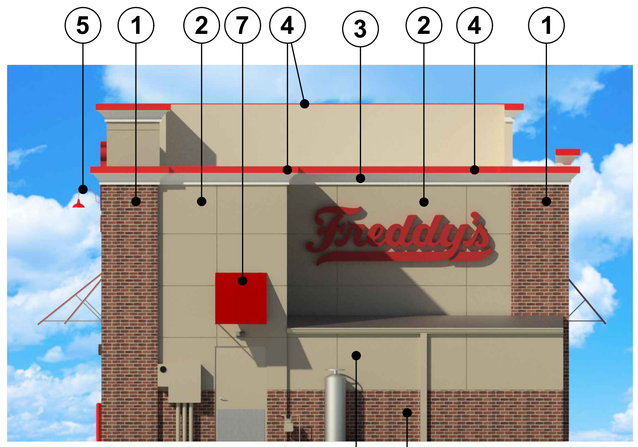
Building Design – Option 1

Building Design - Option 1 is 2,548 square feet which includes 60 dining room seats and a drive-thru. The exterior finishes consist of 37% brick and 63% EIFS. In this design, we have incorporated additional brick to the exterior elevations above our standard prototype to simulate more columns for aesthetics in which stays with the theme of the overall development.

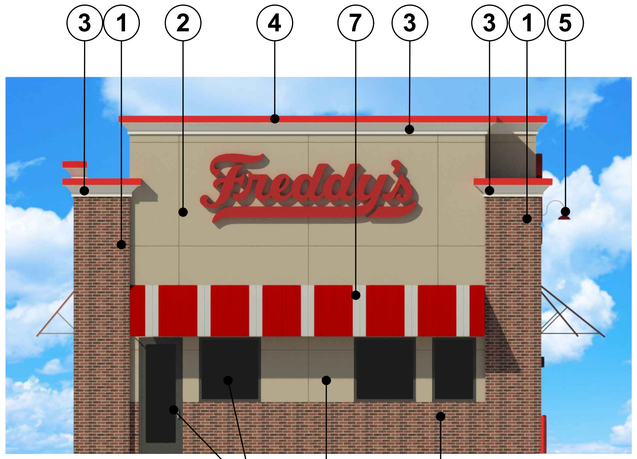
The proposed Option 1 is preferred as this maximizes the amount of interior seating in order to accommodate as many guests as possible. This will not only help in serving our guests, but maximizes revenue for the location as well as the community as a whole.



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

EAST ELEVATION

1 MODULAR BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

THIN BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

1A

2 FIBER CEMENT PANEL
"ARCHITECTURAL COLLECTION FINE SAND"
BY JAMES HARDI BOARD
PAINT: #7533 "KHAKI SHADE"
BY SHERWIN WILLIAMS

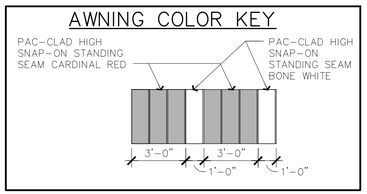
3 EIFS CORNICE
#6126 "FREDDY'S PEARL"
BY SHERWIN WILLIAMS

4 METAL COPING
"BRIGHT RED"
BY DUROLAST

5 "FREDDY'S RED"
ANGLE SHADE LIGHT FIXTURE

6 "DARK BRONZE" ALUMINUM
STOREFRONT DOORS & WINDOWS

AWNING COLOR KEY



7 AWNING COLOR KEY

BAKER DESIGN GROUP, PA
RODGER W. BAKER ARCHITECT, AIA NCARB
135 N. Main St. Wichita, KS 67202 316.207.7142
rodger@bakerdesigngroupinc.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

NOT FOR CONSTRUCTION

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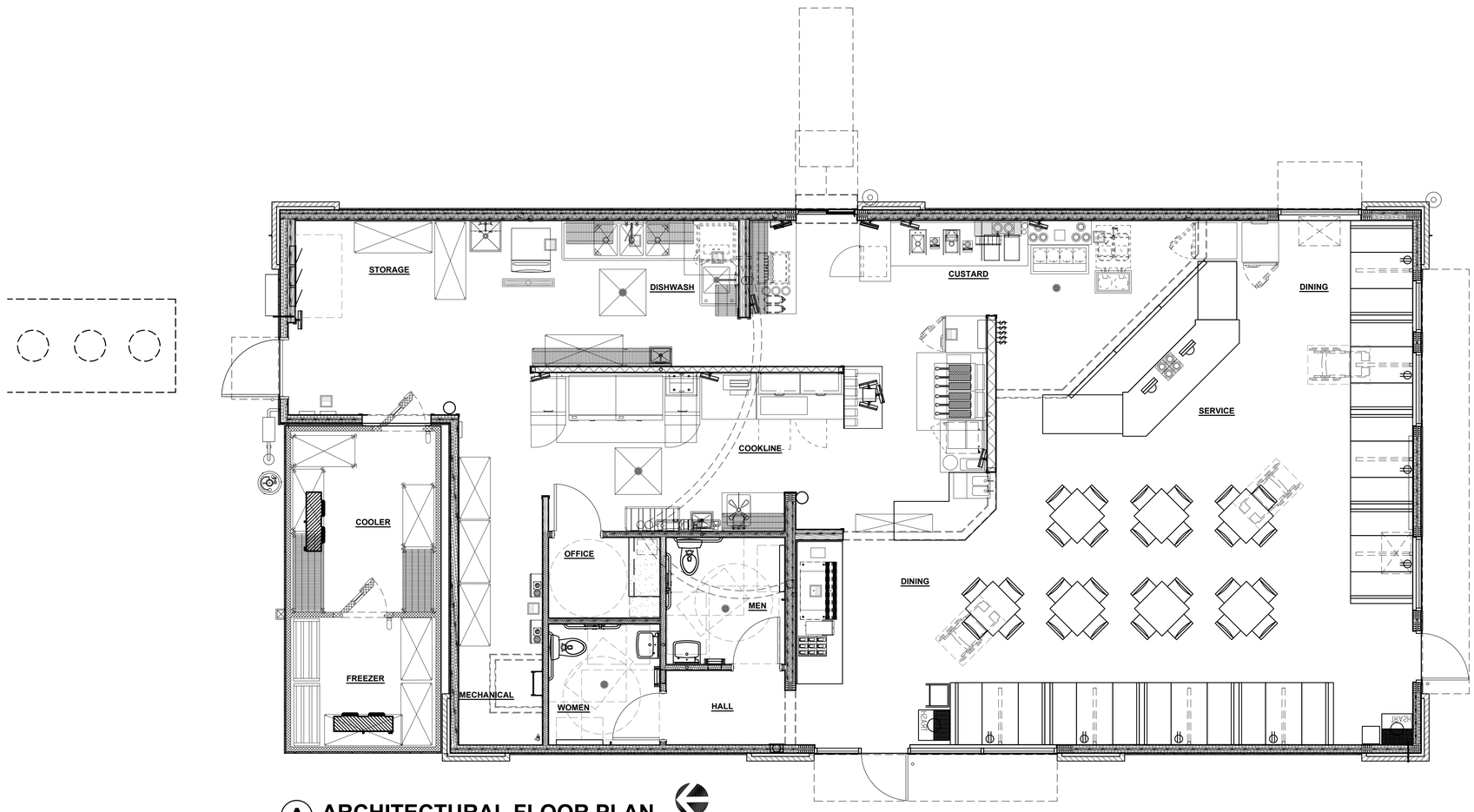
RODGER W. BAKER, AIA

MATERIAL BOARD OPTION #1

DATE
DATE
6/21/24

DRAWN BY: TDF
CHECKED BY: RB

SHEET NO.
MB



A ARCHITECTURAL FLOOR PLAN

1/4" = 1'-0"

NORTH

AREA CALCULATIONS	(NET)
BUILDING	2,338 SQ. FT.
COOLER/FREEZER	210 SQ. FT.
FREDDY'S AREA	2,548 SQ. FT.

SEATING CALCULATIONS		
8	4 SEAT BOOTHS	32
7	4 SEAT TABLES	28
TOTAL IN STORE DINING		60
TOTAL SEATING		60

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135 N. Main St. Wichita, KS 67202 316.207.7142
rogerbakerarchitect@gmail.com

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RODGER W. BAKER, AIA

ARCHITECTURAL FLOOR PLAN OPTION #1

DATE
DATE
6/21/24

DRAWN BY:
TDF

CHECKED BY:
RB

SHEET NO.
A1.1

EXTERIOR FINISH SCHEDULE

SHERWIN WILLIAMS – PARENT NUMBER: BE37 FREDDY'S FROZEN CUSTARD

EXTERIOR PAINT	DESCRIPTION	FINISH NO.	MFGR.	MFGR. NO.	COLOR	REMARKS
BUILDING WALLS	PAINT	(A)	SHERWIN WILLIAMS	#7533	KHAKI SHADE	
BUILDING TRIM	PAINT *	(B)	SHERWIN WILLIAMS	#6126	FREDDY'S PEARL	
BOLLARD	PAINT	P3	SHERWIN WILLIAMS	#17–572	FREDDY'S RED	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
GUARD RAIL	PAINT	P4	SHERWIN WILLIAMS	#B66B300	FREDDY'S JET BLACK	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)

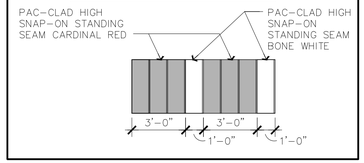
* NOTE: ALL EXTERIOR INSULATED FINISH SYSTEM (E.I.F.S.) IS PRE–MIXED WITH SHERWIN–WILLIAMS COLORS AS SPEC'D. ABOVE, NO PAINTING OF BUILDING E.I.F.S. (INCL. CONE) IS REQUIRED.

EXT. BRICK	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
BUILDING BRICK VENEER	MODULAR BRICK	BRICK–1	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED
BUILDING BRICK VENEER	THIN BRICK	BRICK–2	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED

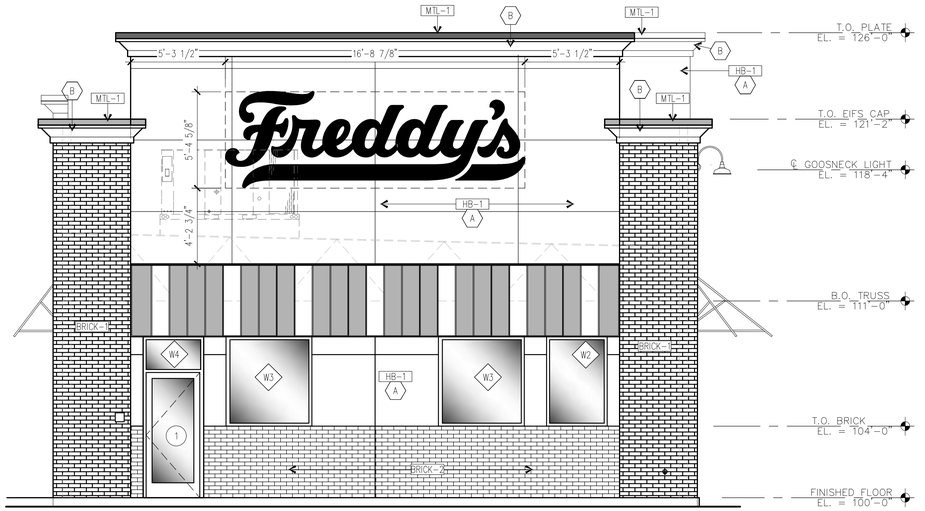
EXT. PANEL	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
FIBER CEMENT PANEL	48"x 96" CEMENT BD.	HB–1	JAMES HARDI BD.	– – –	ARCHITECTURAL COLLECTION FINE SAND	INSTALL PER MANUFACTURERS SPECIFICATIONS

METAL COPING	DESCRIPTION	FINISH NO.			COLOR	REMARKS
BUILDING COPING	COPING	MTL–1	DUROLAST		BRITE RED	2 PC COMPRESSION COPING CAP. SLOPE TOWARDS ROOF.

AWNING COLOR KEY



MATERIAL PERCENTAGE	
MODULAR BRICK	22%
THIN BRICK	15%
TEXTURED HARDIE BOARD	63%



A SOUTH ELEVATION
1/4" = 1'–0"

SIGNAGE AREA: SOUTH ELEVATION

FREDDY'S = 90 SQ.FT.

TOTAL WALL AREA = 949 SQ.FT. X 10% = 94 SQ. FT.
TOTAL SIGN AREA = 90 SQ. FT.

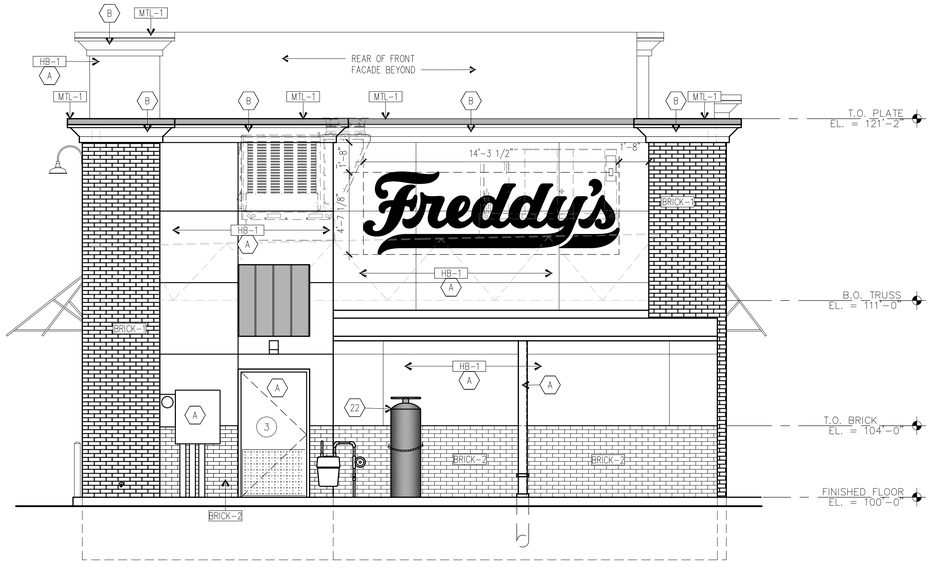
CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA

SIGNAGE AREA: NORTH ELEVATION

FREDDY'S = 65 SQ.FT.

TOTAL WALL AREA = 770 SQ.FT. X 10% = 77 SQ. FT.
TOTAL SIGN AREA = 65 SQ. FT.

CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA



B NORTH ELEVATION
1/4" = 1'–0"

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N Main St, Wichita, KS 67202, 3162627742
rodgerbakerdesign@gmail.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

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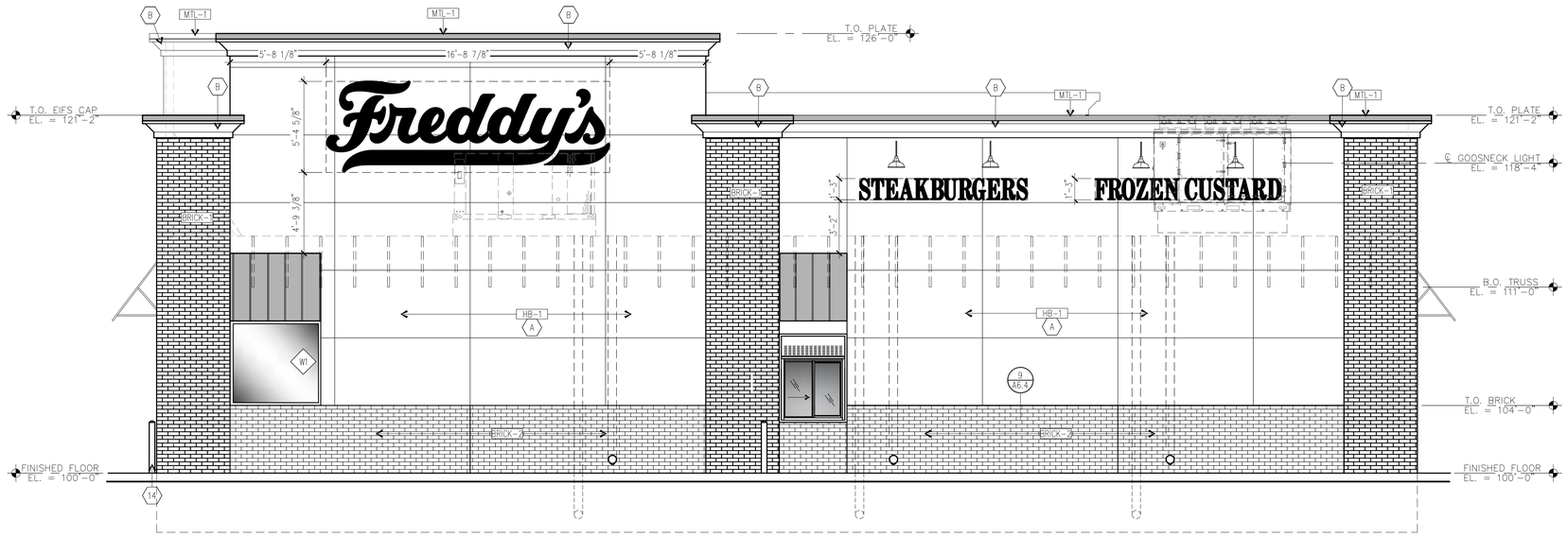
RODGER W. BAKER, AIA

EXTERIOR ELEVATIONS OPTION #1

DATE
DATE
6/21/24

DRAWN BY: RB/TDF
CHECKED BY: RB

SHEET NO.
A3



A EAST ELEVATION

1/4" = 1'-0"

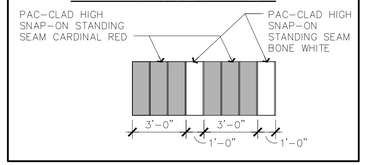
SIGNAGE AREA: EAST ELEVATION

FREDDY'S = 90 SQ.FT.
STEAKBURGERS = 13 SQ.FT.
FROZEN CUSTARD = 14 SQ.FT.

TOTAL WALL AREA = 1729 SQ.FT. X 10% = 172 SQ. FT.
TOTAL SIGN AREA = 117 SQ. FT.

CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA

AWNING COLOR KEY



MATERIAL PERCENTAGE	
MODULAR BRICK	22%
THIN BRICK	15%
TEXTURED HARDIE BOARD	63%

EXTERIOR FINISH SCHEDULE

SHERWIN WILLIAMS – PARENT NUMBER: BE37 FREDDY'S FROZEN CUSTARD

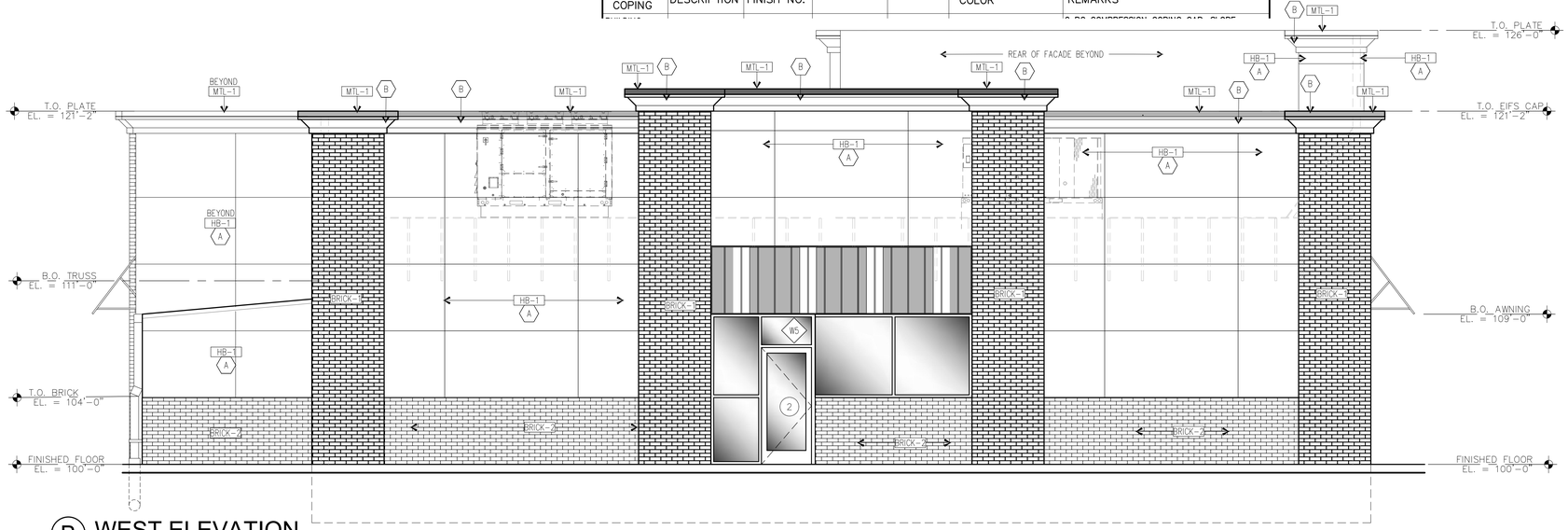
EXTERIOR PAINT	DESCRIPTION	FINISH NO.	MFGR.	MFGR. NO.	COLOR	REMARKS
BUILDING WALLS	PAINT	A	SHERWIN WILLIAMS	#7533	KHAKI SHADE	
BUILDING TRIM	PAINT *	B	SHERWIN WILLIAMS	#6126	FREDDY'S PEARL	
BOLLARD	PAINT	P3	SHERWIN WILLIAMS	#17-572	FREDDY'S RED	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
GUARD RAIL	PAINT	P4	SHERWIN WILLIAMS	#B66B300	FREDDY'S JET BLACK	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)

* NOTE: ALL EXTERIOR INSULATED FINISH SYSTEM (E.I.F.S.) IS PRE-MIXED WITH SHERWIN-WILLIAMS COLORS AS SPEC'D. ABOVE, NO PAINTING OF BUILDING E.I.F.S. (INCL. CONE) IS REQUIRED.

EXT. BRICK	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
BUILDING BRICK VENEER	MODULAR BRICK	BRICK-1	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P: 316-941-3594	WELLSHIRE	GROUT COLOR - GRAY MODULAR & THIN - MADE RUMBLED
BUILDING BRICK VENEER	THIN BRICK	BRICK-2	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P: 316-941-3594	WELLSHIRE	GROUT COLOR - GRAY MODULAR & THIN - MADE RUMBLED

EXT. PANEL	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
FIBER CEMENT PANEL	48"x 96" CEMENT BD.	HB-1	JAMES HARDI BD.	- - -	ARCHITECTURAL COLLECTION FINE SAND	INSTALL PER MANUFACTURERS SPECIFICATIONS

METAL COPING	DESCRIPTION	FINISH NO.			COLOR	REMARKS



B WEST ELEVATION

1/4" = 1'-0"

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RODGER W BAKER ARCHITECT, AIA NCARB
135 N Main St, Wichita, KS 67202 3162627942
rodgerbakerdesign@gmail.com

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

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RODGER W. BAKER, AIA

EXTERIOR ELEVATIONS OPTION #1

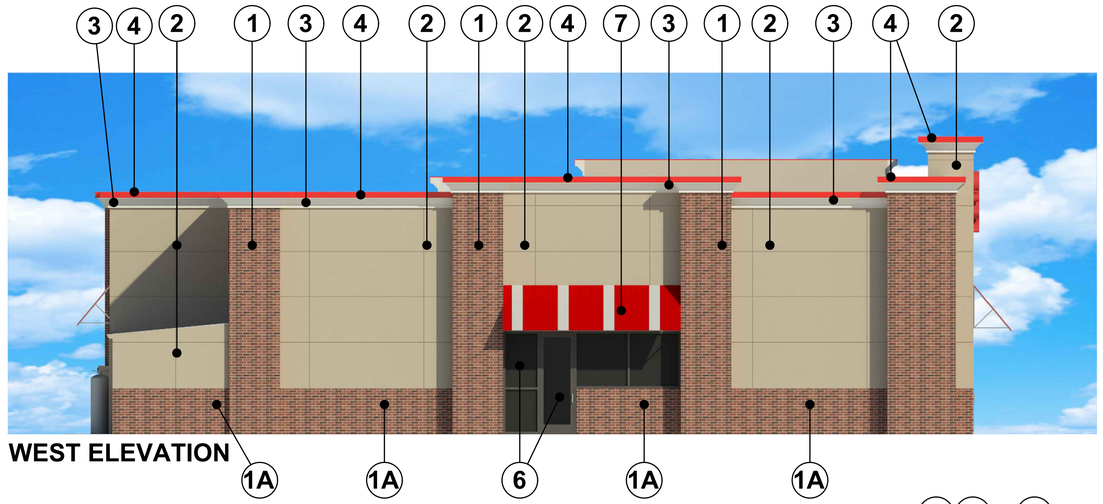
DATE
DATE
6/21/24
DRAWN BY: RB/TDF
CHECKED BY: RB
SHEET NO. A4

Freddy's Frozen Custard & Steakburgers

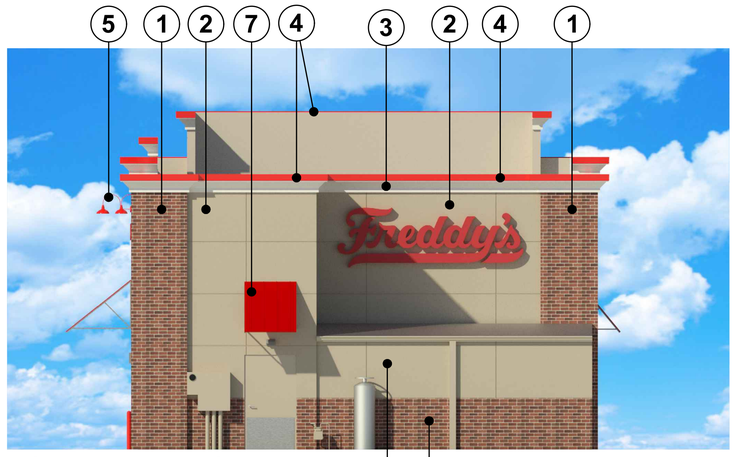
Building Design – Option 2

Design of Building Design Option 2 is 2,502 square feet which includes 56 dining room seats and a drive-thru. These exterior finishes consist of 41% brick and 59% EIFS. In the design, we show bump-out articulation of the brick columns per preliminary review comments. Due to the added bump-out sections, the overall square footage has to be reduced versus Option 1, as the building area for the structure is restricted. The result is less interior seating to accommodate these exterior features.

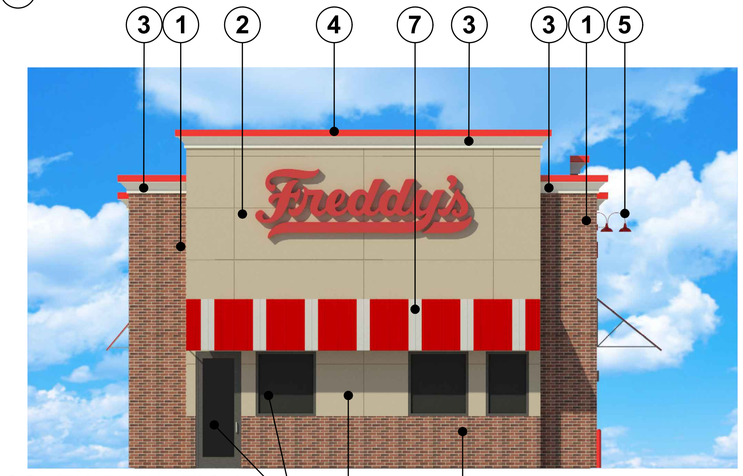
Thus, Option 2 is less preferred. As mentioned above, reducing the square footage with the addition of the architectural features results in more construction costs and less interior seating, which will affect the overall guest experience as well as generate less revenue.



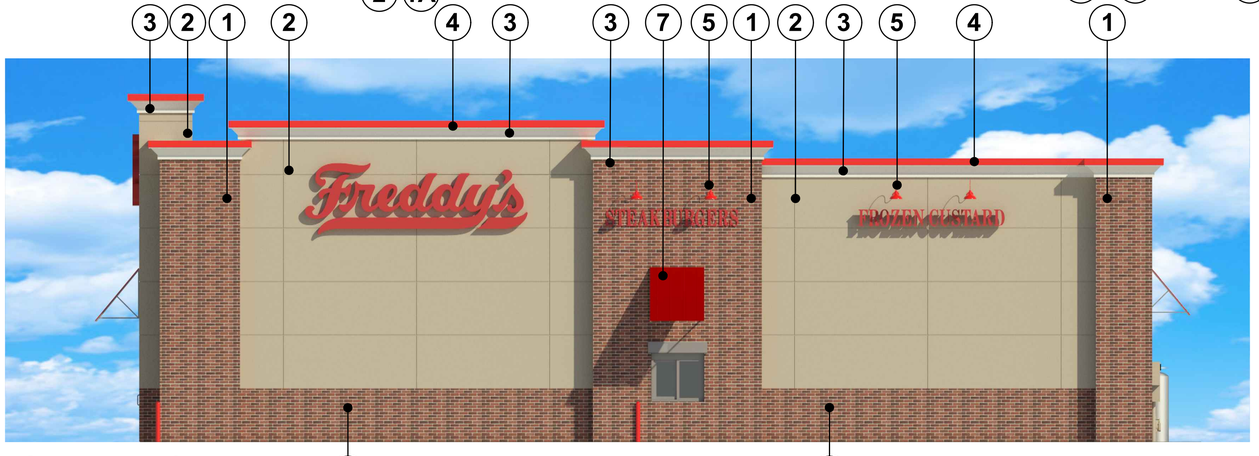
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

1 MODULAR BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

THIN BRICK
"WELLSHIRE"
BY LAKEWOOD BRICK CO.

1A

2 FIBER CEMENT PANEL
"ARCHITECTURAL COLLECTION FINE SAND"
BY JAMES HARDI BOARD
PAINT: #7533 "KHAKI SHADE"
BY SHERWIN WILLIAMS

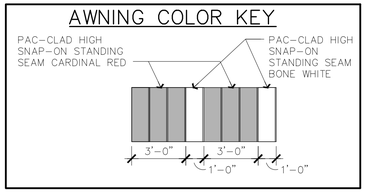
3 EIFS CORNICE
#6126 "FREDDY'S PEARL"
BY SHERWIN WILLIAMS

4 METAL COPING
"BRIGHT RED"
BY DUROLAST

5 "FREDDY'S RED"
ANGLE SHADE LIGHT FIXTURE

6 "DARK BRONZE" ALUMINUM
STOREFRONT DOORS & WINDOWS

AWNING COLOR KEY



7 AWNING COLOR KEY

BAKER DESIGN GROUP, PA
RODGER W. BAKER ARCHITECT, AIA NCARB
135 N. Main St. Wichita, KS 67202 316.207.7442
rodger@bakerdesigngroup.com

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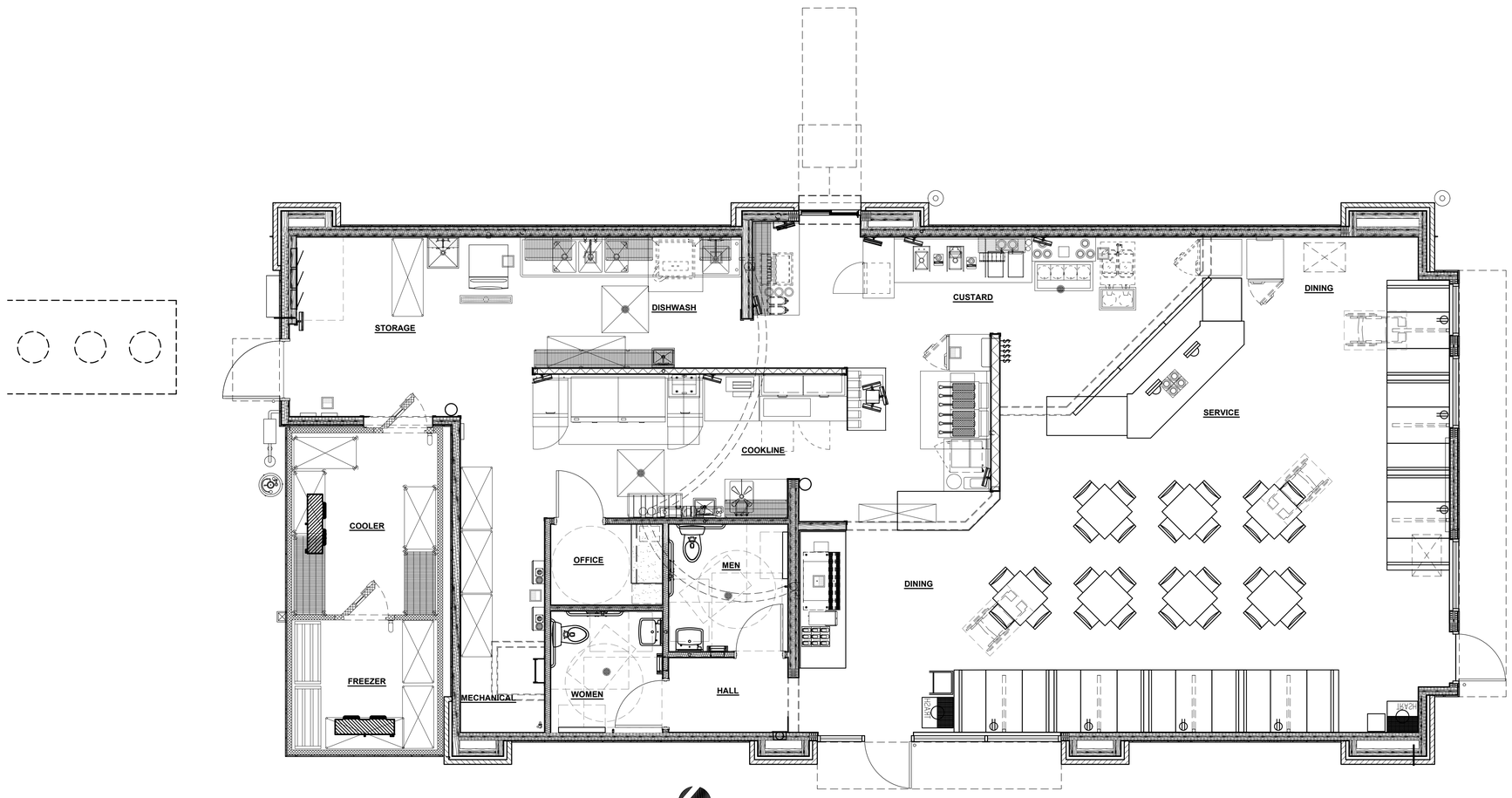
RODGER W. BAKER, AIA

MATERIAL BOARD OPTION #2

DATE
DATE
6/21/24

DRAWN BY:
TDF
CHECKED BY:
RB

SHEET NO.
MB



A ARCHITECTURAL FLOOR PLAN

1/4" = 1'-0"

NORTH

AREA CALCULATIONS	(NET)
BUILDING	2,292 SQ. FT.
COOLER/FREEZER	210 SQ. FT.
FREDDY'S AREA	2,502 SQ. FT.

SEATING CALCULATIONS		
7	4 SEAT BOOTHS	28
7	4 SEAT TABLES	28
TOTAL IN STORE DINING		56
TOTAL SEATING		56

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RODGER W. BAKER, AIA

ARCHITECTURAL FLOOR PLAN OPTION #2

DATE
DATE
6/21/24

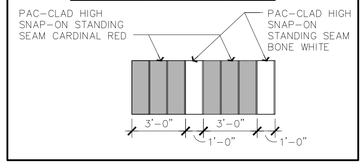
DRAWN BY:
TDF

CHECKED BY:
RB

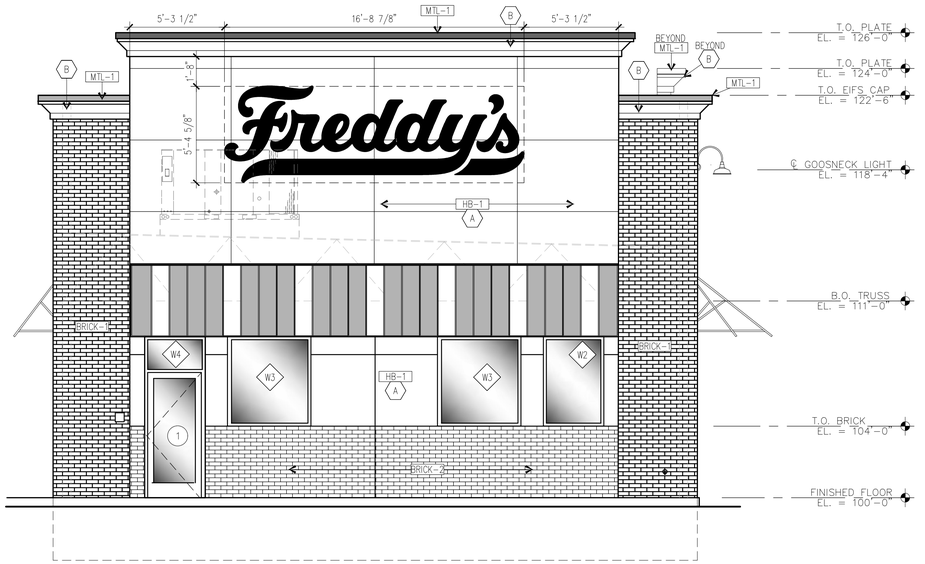
SHEET NO.
A1.1

EXTERIOR FINISH SCHEDULE						
SHERWIN WILLIAMS – PARENT NUMBER: BE37 FREDDY'S FROZEN CUSTARD						
EXTERIOR PAINT	DESCRIPTION	FINISH NO.	MFGR.	MFGR. NO.	COLOR	REMARKS
BUILDING WALLS	PAINT	(A)	SHERWIN WILLIAMS	#7533	KHAKI SHADE	
BUILDING TRIM	PAINT *	(B)	SHERWIN WILLIAMS	#6126	FREDDY'S PEARL	
BOLLARD	PAINT	P3	SHERWIN WILLIAMS	#17–572	FREDDY'S RED	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
GUARD RAIL	PAINT	P4	SHERWIN WILLIAMS	#B66B300	FREDDY'S JET BLACK	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
* NOTE: ALL EXTERIOR INSULATED FINISH SYSTEM (E.I.F.S.) IS PRE–MIXED WITH SHERWIN–WILLIAMS COLORS AS SPEC'D. ABOVE, NO PAINTING OF BUILDING E.I.F.S. (INCL. CONE) IS REQUIRED.						
EXT. BRICK	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
BUILDING BRICK VENEER	MODULAR BRICK	BRICK–1	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED
BUILDING BRICK VENEER	THIN BRICK	BRICK–2	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P:316–941–3594	WELLSHIRE	GROUT COLOR – GRAY MODULAR & THIN – MADE RUMBLED
EXT. PANEL	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
FIBER CEMENT PANEL	48"x 96" CEMENT BD.	HB–1	JAMES HARDI BD.	– – –	ARCHITECTURAL COLLECTION FINE SAND	INSTALL PER MANUFACTURERS SPECIFICATIONS
METAL COPING	DESCRIPTION	FINISH NO.			COLOR	REMARKS
BUILDING COPING	COPING	MTL–1	DUROLAST		BRITE RED	2 PC COMPRESSION COPING CAP. SLOPE TOWARDS ROOF.

AWNING COLOR KEY



MATERIAL PERCENTAGE	
MODULAR BRICK	27%
THIN BRICK	14%
TEXTURED HARDIE BOARD	59%



A SOUTH ELEVATION
1/4" = 1'–0"

SIGNAGE AREA: SOUTH ELEVATION

FREDDY'S = 90 SQ.FT.

TOTAL WALL AREA = 949 SQ.FT. X 10% = 94 SQ. FT.
TOTAL SIGN AREA = 90 SQ. FT.

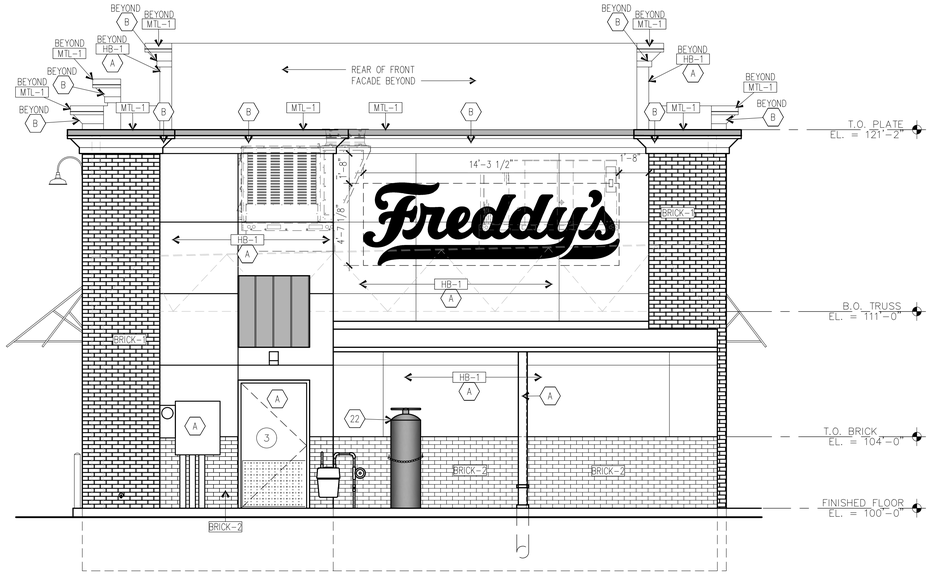
CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA

SIGNAGE AREA: NORTH ELEVATION

FREDDY'S = 65 SQ.FT.

TOTAL WALL AREA = 770 SQ.FT. X 10% = 77 SQ. FT.
TOTAL SIGN AREA = 65 SQ. FT.

CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA



B NORTH ELEVATION
1/4" = 1'–0"

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135 N Main St, Wichita, KS 67202, 3162627942
rodgerwbaker@sbcglobal.net

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RODGER W. BAKER, AIA

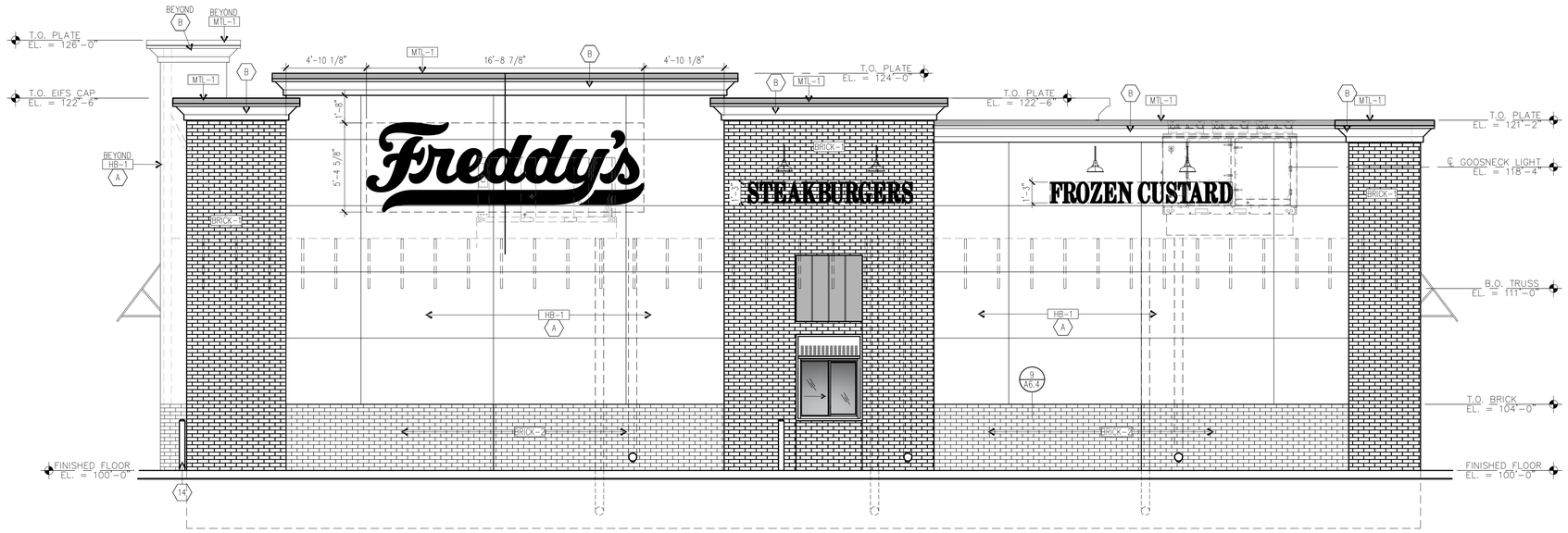
EXTERIOR ELEVATIONS OPTION #2

DATE
DATE
6/21/24

DRAWN BY: RB/TDF

CHECKED BY: RB

SHEET NO. A3



A EAST ELEVATION

1/4" = 1'-0"

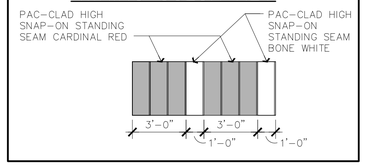
SIGNAGE AREA: EAST ELEVATION

FREDDY'S = 90 SQ.FT.
STEAKBURGERS = 13 SQ.FT.
FROZEN CUSTARD = 14 SQ.FT.

TOTAL WALL AREA = 1729 SQ.FT. X 10% = 172 SQ. FT.
TOTAL SIGN AREA = 117 SQ. FT.

CITY OF EAGLE MOUNTAIN
PERMITTED SIGNS 17.80.070 = MAX 10% WALL AREA

AWNING COLOR KEY



MATERIAL PERCENTAGE	
MODULAR BRICK	27%
THIN BRICK	14%
TEXTURED HARDIE BOARD	59%

EXTERIOR FINISH SCHEDULE

SHERWIN WILLIAMS – PARENT NUMBER: BE37 FREDDY'S FROZEN CUSTARD

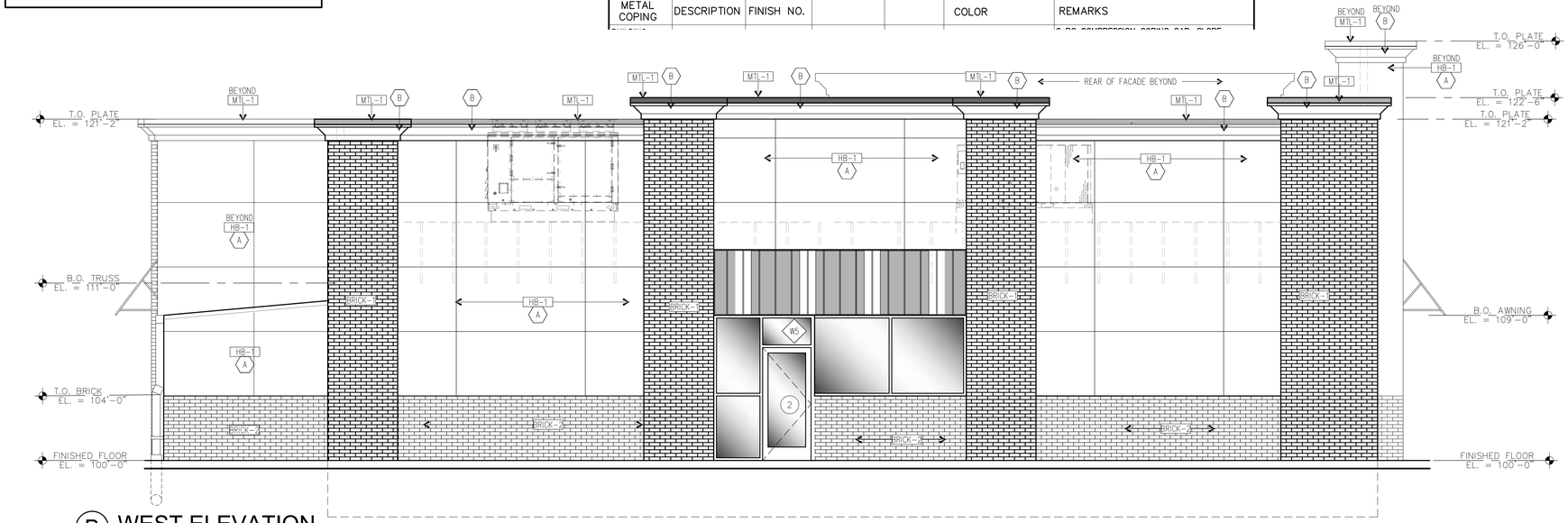
EXTERIOR PAINT	DESCRIPTION	FINISH NO.	MFGR.	MFGR. NO.	COLOR	REMARKS
BUILDING WALLS	PAINT	A	SHERWIN WILLIAMS	#7533	KHAKI SHADE	
BUILDING TRIM	PAINT *	B	SHERWIN WILLIAMS	#6126	FREDDY'S PEARL	
BOLLARD	PAINT	P3	SHERWIN WILLIAMS	#17-572	FREDDY'S RED	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)
GUARD RAIL	PAINT	P4	SHERWIN WILLIAMS	#B66B300	FREDDY'S JET BLACK	PAINT WITH TWO COATS HIGH PERFORMANCE ACRYLIC (GLOSS)

* NOTE: ALL EXTERIOR INSULATED FINISH SYSTEM (E.I.F.S.) IS PRE-MIXED WITH SHERWIN-WILLIAMS COLORS AS SPEC'D. ABOVE, NO PAINTING OF BUILDING E.I.F.S. (INCL. CONE) IS REQUIRED.

EXT. BRICK	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
BUILDING BRICK VENEER	MODULAR BRICK	BRICK-1	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P: 316-941-3594	WELLSHIRE	GROUT COLOR - GRAY MODULAR & THIN - MADE RUMBLED
BUILDING BRICK VENEER	THIN BRICK	BRICK-2	THE LAKEWOOD BRICK COMPANY	ACME BRICK CO. ATT: BILLY WHITE P: 316-941-3594	WELLSHIRE	GROUT COLOR - GRAY MODULAR & THIN - MADE RUMBLED

EXT. PANEL	DESCRIPTION	FINISH NO.	MFGR.		COLOR & TEXTURE	REMARKS
FIBER CEMENT PANEL	48"x 96" CEMENT BD.	HB-1	JAMES HARDI BD.	- - -	ARCHITECTURAL COLLECTION FINE SAND	INSTALL PER MANUFACTURERS SPECIFICATIONS

METAL COPING	DESCRIPTION	FINISH NO.			COLOR	REMARKS



B WEST ELEVATION

1/4" = 1'-0"

BAKER DESIGN GROUP, PA
RODGER W BAKER ARCHITECT, AIA NCARB
135 N Main St, Wichita, KS 67202 3162677742
rodgerwbaker@bellsouth.net

FREDDY'S FROZEN CUSTARD
PONY EXPRESS PKWY. & CLEAR ROCK RD.
EAGLE MOUNTAIN, UTAH

NOT FOR CONSTRUCTION

THE DESIGN AND DETAILS DISCLOSED HEREIN ARE THE EXCLUSIVE PROPERTY OF RODGER W. BAKER, AIA AND SHALL NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT HIS PRIOR WRITTEN CONSENT.

RODGER W. BAKER, AIA

EXTERIOR ELEVATIONS OPTION #2

DATE
DATE
6/21/24

DRAWN BY: RB/TDF
CHECKED BY: RB

SHEET NO. A4

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with GSBS Architecture for Consulting Work Related to the General Plan Update.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$74,180
APPLICANT:	City Staff

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 Professional Service Agreement with GSBS Architecture for Consulting Work Related to the General Plan Update, and authorize the Mayor to sign the contract.

BACKGROUND:
Planning requests the Council approve an agreement with GSBS Architecture for consulting services for preparation of a future land use map and water use and preservation element for the General Plan update. These services include help with items such as public engagement, map preparation, GIS data, water modeling, and data creation.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--General Plan Update - GSBS
2. GSBS Architects Contract

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GSBS ARCHITECTS FOR CONSULTING WORK RELATED TO THE GENERAL PLAN UPDATE

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with GSBS Architects for Consulting Work related to the General Plan Update, as set forth in Exhibit A.

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

1. The Agreement with GSBS Architects is approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES

This contract and all attachments are public record.

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

GSBS Architects
Name

375 West 200 South
Address

Salt Lake City, UT 84101
City, State ZIP

LEGAL STATUS OF CONTRACTOR

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

Contact Name: Erika Chmielewski Phone Number: 801.521.8600

Email: echmielewski@gsbsconsulting.com Vendor Number: 100688

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME**:

Consulting help with Future Land Use Map and Water Use and Preservation Plan

3. **CONTRACT PERIOD**:

Effective Date: 10/1/2024 **Project Completion Deadline**: 10/1/2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 12/31/2025

Renewal Options (if applicable): no

Eagle Mountain City Project Manager Signature: Brandon Larsen, Planning Director Date: 2024.09.25 15:24:02-06'00'

4. **CONTRACT COSTS**: See Cost Schedule (Attachment B).
   a. Total Contract Cost: $74,180 GL Account No: 10-32-41800-4531
   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: 10/1/2024

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

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:

_____
Fionnuala B. Kofoed, MMC
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 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.

   Policies referred to in 9(a) and 9(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.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

EAGLE MOUNTAIN FUTURE LAND USE UPDATE SCOPE OF WORK

Project Background

Eagle Mountain is updating their General Plan. As part of the General Plan Update, the city desires to update and revise the method of presentation of the associated Future Land Use Map (FLUM) to better meet the needs of recommending- and decision-making bodies.

Scope of Services

The following tasks support the General Plan Update process, revise the presentation and approach to the FLUM and provide a revised and updated FLUM for the fee of $50,000.

Task 1: Project Management

GSBS will prepare for and participate in the following meetings:

1. Management Team Meetings held monthly via zoom
2. One Visioning Workshop held in Eagle Mountain
3. Two map refinement workshops, one held in Eagle Mountain, the other held over zoom
4. Two planning department workshops held over zoom

Deliverables:

- Meeting Agendas sent out prior to the Management Team Meetings
- Meeting notes from the Workshops and Meetings

Task 2: Existing Conditions Analysis

GSBS will perform the following tasks:

1. Existing Plan Review
2. Current Land Use Map update
3. Review and identification of changes to current FLUM

Deliverables:

- Existing conditions report presentation

Task 3: Public and Stakeholder Engagement

GSBS will perform the following tasks:

1. GSBS will hold six stakeholder meetings with internal and external stakeholders as identified by Eagle Mountain
2. Interviews with each City Council member
3. GSBS will provide a link to an interactive mapping feature for use on Eagle Mountain's General Plan Update website. The interactive mapping feature provides an opportunity for members of the public to leave comments about the future land use areas and provisions

4. GSBS will create the materials for and attend one tabling event at a city function

Deliverables:

- Public and stakeholder engagement summary presentation

Task 4: Future Land Use Map Creation

GSBS will use the information gathered in the previous steps to create a methodology and framework for the FLUM and dashboard for each land use type identified on the map. GSBS will collaborate closely with Eagle Mountain representatives to identify the land use designations, locations, and dashboard information.

GSBS will perform the following tasks:

1. Create a Future Land Use Map for print
2. Create a Future Land Use Map GIS layer
3. Create dashboards for each land use type. Dashboards will include:
    a. The Vision
    b. Priorities
    c. Character Defining Elements
    d. Land Use Descriptions
    e. Land Use Mixes
4. Create a separate FLUM and Future Transportation Map

Deliverables:

- GSBS will provide PDF and INDD versions of the dashboards
- Geodatabase of FLUM
- PDF Formatted version of the FLUM
- PDF Formatted version of the Future Transportation Map

Assumptions:

This scope assumes that the following information and activities are the responsibility of Eagle Mountain. GSBS will rely on the timeliness and accuracy of information provided by Eagle Mountain.

- Demographic and socio-economic data and information (current and projected)
- Definitions, policy direction, goals, and strategies relating to:
    - Transportation and mobility
        - Street sections
        - Trail sections and criteria
    - Economic development
        - Locations
        - Focus and anticipated square footage
        - Circulation considerations
    - Housing and neighborhoods
        - Neighborhood and area boundaries
        - Density ranges and definitions for residential land use designations
    - Moderate Income Housing
    - Parks and Open Spaces
        - Locations of existing

        - Criteria for new parks and open spaces within new developments
    - Sensitive lands and environmental considerations
        - Locations
        - Criteria for new development

SCOPE OF WORK
2024 EAGLE MOUNTAIN WATER USE AND PRESERVATION ASSESSMENT

PROJECT BACKGROUND AND PURPOSE

Utah State Code associated with the preparation of municipal general plans was amended in 2022. The new code requires that municipalities update their General Plans by December 31, 2025, to address water use and preservation. The purpose of the Water Use and Preservation Element of the General Plan is to address the following:

1. The effects that planned development will have on water demand and infrastructure.
2. Methods that may be implemented to reduce per capita water consumption for both existing and future development.
3. Identify opportunities where the City can modify municipal operations to eliminate practices or conditions that waste water.

GSBS Architects (GSBS) has asked Bowen Collins and Associates (BC&A) to complete this new water element as part of an update to the General Plan for Eagle Mountain (City). The following scope of work describes the tasks required for BC&A to complete this Water Use & Preservation Assessment.

SCOPE OF SERVICES

BC&A will perform the following tasks to address the three items identified above.

Task 1: Progress and Coordination Meetings.

BC&A staff will prepare for and participate in the following meetings:

1. One meeting with Eagle Mountain Planning, Public Utilities, Parks and Recreation and staff from other departments to identify potential opportunities where the City can modify municipal operations to modify practices or conditions that waste water.
2. One public open house where potential or proposed water preservation practices can be discussed.
3. Two coordination meetings with GSBS and interested City staff to coordinate the water element with the General Plan.
4. One meeting with Eagle Mountain staff to review comments on the draft Water Use & Preservation Assessment Report.

Deliverables:

- Notes or minutes from meetings with the City.
- Input needed to complete the water preservation assessment.

Task 2: Eagle Mountain Water Use Assessment.

BC&A staff will perform the following tasks in performing a water use assessment for Eagle Mountain:

1. Contact the Utah Division of Water Resources to request any templates or guidance documents they may have developed based on legislative mandates for water preservation assessments.

2. Review the Eagle Mountain Water Conservation Plan (currently being prepared by the City) and other published regional and local water conservation goals.
3. Review the City's land use and landscaping ordinances.
4. Review existing water use reduction incentives for existing development.
5. Review the information from Eagle Mountain's Culinary and Reuse Water Master Plans and other similar documents to identify the sustainability of the City's water sources and existing water rights.
6. Utilize information from the reviewed documents and from the City meetings (Task 1) to:
    - identify items that can be implemented to reduce per capita water consumption for both existing and future development (including planned development and development standards), and
    - Identify opportunities where the City can modify municipal operations to eliminate practices or conditions that waste water.
7. If needed, utilize the City's reuse water system computer model to evaluate general impacts to water infrastructure from potential changes in development density options.

Deliverables:

- Information needed to complete water preservation assessment.
- Results of the water preservation assessment with preliminary recommendations that can be presented and discussed at one public open house (Task 1).

Task 3: Prepare and Finalize Water Use & Preservation Assessment Report

1. BC&A will utilize the results and work from Tasks 1 and 2, above, to prepare a draft report that documents the water preservation assessment and recommended actions for the City.
2. BC&A will address review comments received in writing and in a review meeting with the City (Task 1) and finalize the Water Preservation Assessment Report.

Deliverables:

- One PDF version of the Draft Water Use & Preservation Assessment Report.
- One PDF version of the Final Water Preservation Assessment Report.

Task 4: Review and Incorporate Final Report into General Plan

1. GSBS will review the final Water Use & Preservation Assessment Report for consistency with the remaining General Plan.
2. GSBS will incorporate the final report as a water element in the final General Plan.

Deliverables:

- One PDF version of the Water Element of the Final General Plan, based on the Water Preservation Assessment Report.

Table 1
Eagle Mountain General Plan - Water Use & Preservation Assessment
Engineering Man-Hour and Fee Estimate
5/24/2024

		Office/Support		Engineers		Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Clerical	Clerical	Staff II	Principal				
	Staff	Snow	Hilbert	Plaizier	Larson				
	Labor Rate	$99	$111	$143	$229				
Task No.	**Task Description**								
Scope									
1	Progress & Coordination Meetings	4		16	16	**36**	$6,348	$82	$6,430
2	Water Use & Preservation Assessment		2	30	16	**68**	$8,176	$0	$8,176
3	Water Element Report		4	20	10	**54**	$5,594	$0	$5,594
4	GSBS Review and Incorporation into General Plan		2		2	**4**	$680	$3,300	$3,980
	Total	**4**	**8**	**66**	**44**	**162**	**$20,798**	**$3,382**	**$24,180**

Expenses include:
Mileage reimbursement at $0.75/mile

ATTACHMENT C:

INSURANCE

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Mountainland Association of Governments for Funding for the Mid Valley Road Feasibility Study from Pony Express Parkway to Mountain View Corridor.
ITEM TYPE:	Agreement
FISCAL IMPACT:	Not to Exceed $250,000 Total Project Cost. The City is responsible for 6.77% ($16,925)
APPLICANT:	City Staff

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Chris Trusty, City Engineer	Chris Trusty

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Mountainland Association of Governments for Funding for the Midvalley Road Feasibility Study from Pony Express Parkway to Mountainview Corridor, and authorize the Mayor to sign the contract.

BACKGROUND:
The proposed agreement provides funding for a feasibility study for the extension of Mid Valley Road from its current easternmost point at Pony Express Parkway into Saratoga Springs. The City will contract with an engineering consultant to complete the feasibility study. The study will include a proposed alignment for the roadway which will accommodate the high traffic demand that will be expected on this roadway. Considerations should also be made to minimize cuts and fill needed for the alignment and cost estimates should be included for any alternative alignments. Additional criteria such as limiting access to the roadway, split lanes, or other alternatives that could balance a high traffic demand should be explored through this study with any applicable recommendations included.

Mountainland has authorized the study to be funded at an amount not to exceed $250,000. The City is required to pay a match of 6.77%, or up to $16,925.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Interlocal for Mid Valley Feasibility Study Funding
2. Interlocal Agreement - Mid Valley Road Feasibility Study

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH MOUNTAINLAND ASSOCIATION OF GOVERNMENTS FOR FUNDING FOR THE MID VALLEY ROAD FEASIBILITY STUDY FROM PONY EXPRESS PARKWAY TO MOUNTAIN VIEW CORRIDOR

PREAMBLE

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Mountainland Association of Governments and Eagle Mountain City desire to facilitate a feasibility study for Mid Valley Road from Pony Express Parkway to Mountain View Corridor; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an interlocal cooperation agreement with Mountainland Association of Governments for the funding for the feasibility study for Mid Valley Road from Pony Express Parkway to Mountain View Corridor, as set forth in Exhibit A.

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

1. The Interlocal Cooperation Agreement with Mountainland Association of Governments, attached hereto as Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Agreement No. 2024-

INTER-LOCAL COOPERATION AGREEMENT
between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
EAGLE MOUNTAIN CITY

For A Project Known As

MID VALLEY ROAD – FEASIBILITY STUDY

THIS AGREEMENT, made and entered into this ___ day of October 2024, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, a political subdivisionof the State of Utah, with principle offices located at 586 East 800 North, Orem UT and **EAGLE MOUNTAIN CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 1650 East Stagecoach Run, Eagle Mountain, UT.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a road project known as Mid Valley Road extension **(Extension)** which consists of extending Mid Valley Road from Pony Express Parkway eastward through Hidden Valley and into Saratoga Springs with a connection at the Mountain View Corridor. In preparation for that future project, Program Manager and Project Sponsor desire to study the feasibility of constructing the Extension (**Approved Project**); and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as is consistent with applicable law and accounting standards and shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 4. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

1) **Project Scope –** conducting a study to determine the feasibility of extending Mid Valley Road from its current easternmost point at Pony Express Parkway and into Saratoga Springs.

2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah State Code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

3) **Project Development** - The Project Sponsor will retain the services of a consultant to complete the Approved Project. The consultant shall complete the study contemplated in the Approved Project in accordance with the following standards:

    a) The study should include a proposed alignment for the roadway based on a topographic analysis of the area, specifically the eastern portion connecting Eagle Mountain to Saratoga Springs. This alignment should be on its ability to accommodate the high traffic demand that could be expected by this roadway. Considerations should also be made to minimize cuts and fill needed for the alignment and cost estimates should be included for any alternative alignments. Additional criteria such as limiting access to the roadway, split lanes, or other alternatives that could balance a high traffic demand should be explored through this study with any applicable recommendations included.

4) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland TAC committee and MPO Board for their review, recommendations, resolutions, and approvals.

5) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO to be funded at an amount not to exceed $250,000 (Total Project Cost) for the direct costs of the Approved Project.

    a) **Matching Funds -** The Project Sponsor is required to pay a match of 6.77% or $16,925 of the Total Project Cost.

    b) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process

requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT.

c) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the Approved Project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed $250.000. Any costs which exceed $250,000 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

d) **Cost Overruns -** The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $25,000. The MPO Board can approve higher amounts. The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

e) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Program Manager to be reallocated to other projects selected through the MPO project selection process. Note that Project Manager selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

6) **Liability, Ownership and Maintenance of Approved Project** - The Project Sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

7) **Other Expenses -** Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

8) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

9) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are reasonably unforeseen by the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the

Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This agreement shall be referenced in this agreement as an Exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the

Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

Authorized and passed on this ___ day of September 2024,

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS,

_____
, Chair

APPROVED AS TO FORM AND LEGALITY:

_____
Attorney

By: _____
Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on this 1st day of October, 2024.

EAGLE MOUNTAIN CITY
UTAH COUNTY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala Kofoed, City Recorder

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____
Marcus Draper, City Attorney

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Settlement Agreement and Mutual General Release of Claims with W.W. Clyde
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Settlement Agreement and Mutual Release of Claims with W.W. Clyde & Co. and authorize the Mayor to sign the agreement.

BACKGROUND:
In 2022, W.W. Clyde & Co. was completing a project for the City. While the City was attempting to make a payment to W.W. Clyde and Co., it received fraudulent wiring instructions and the City lost a considerable amount of money. This agreement would settle a dispute between W.W. Clyde and Co. and the City regarding W.W. Clyde and Co.'s level of culpability in relation to that loss.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--Settlement Agreement-WW Clyde
2. Settlement Agreement - CONFIDENTIAL

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF CLAIMS BETWEEN W.W. CLYDE & CO. AND EAGLE MOUNTAIN CITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a Confidential Settlement Agreement and Mutual General Release of Claims between W.W. Clyde & Co. and Eagle Mountain City, as set forth in Exhibit A.

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

1. The Confidential Settlement Agreement and Mutual General release of Claims is approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual Regarding Firearms.
ITEM TYPE:	Resolution
FISCAL IMPACT:	None
APPLICANT:	City Staff

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

PUBLIC HEARING
No

PREPARED BY
Angela Valenzuela, Human Resources Manager
Marcus Draper, City Attorney

PRESENTED BY
Angela Valenzuela

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual Regarding Firearms.

BACKGROUND:
HB 60 went into effect on May 5, 2021. This bill provides that an individual who is 21 years old or older may lawfully possess a firearm, and may carry a concealed firearm in a public area without a permit, with some exceptions. Below are additional breakdowns of Utah's gun laws:

Utah Gun Laws at a Glance	
Permitless Carry? Does Utah allow permitless carry?	Yes. Permitless carry took effect on May 5, 2021, for any individual 21 years or older, who may lawfully possess a firearm. [Utah Crim. Code 76-10-523(5)]
Open Cary Permitted? Is open carry permitted in Utah?	Yes. Permitless carry took effect on May 5, 2021, for any individual 21 years or older, who may lawfully possess a firearm. [Utah Crim. Code 76-10-505(1) and Utah Crim. Code 76-10-523(5)]
Gun Permit Licensure? If Utah requires a permit to carry a concealed firearm, how are those permits issued?	Utah issues permits on a shall-issue basis.

Minimum Age for Concealed Carry? What is the minimum age in Utah to get a concealed carry permit?	You must be at least 18 years old for a provisional permit in Utah.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. RES--Policies and Procedures Manual-Firearms
2. Policies and Procedures 17.10 - Redlines

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES MANUAL *(FIREARMS)*

PREAMBLE

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

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

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

1. The Eagle Mountain Policies and Procedures Manual is hereby amended and adopted, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

17.10 | Causes for Disciplinary Action

Last Revision: ~~05/07~~ 10/1/2024

A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

1. Violation of any laws of the State of Utah, another state having jurisdiction over the offense or the United States, other than minor traffic offenses.
2. Failure to report that employee has been charged in a criminal proceeding with a violation of any law of the State of Utah, another state, or the United States, other than minor traffic offenses, within three business days of receiving a citation, summons to appear in court, or appearing in court, whichever is earlier.
3. Failure to report that employee has been arrested by law enforcement within three business days of arrest.
4. Violation of the code of personal conduct.
5. Conduct which endangers the peace and safety of others or poses a threat to the public interest.
6. Unjustified interference with work of other City employees.
7. Misconduct.
8. Malfeasance.
9. Misfeasance.
10. Dishonesty/Lying.
11. Nonfeasance.
12. Incompetence.
13. Negligence.
14. Insubordination.
15. Failure to perform or maintain skills.
16. Inadequate performance of duties.
17. Unauthorized absence or tardiness.
18. Falsification or unauthorized alteration of records.
19. Violation of City policies or executive orders.
20. Falsification of employment application.
21. Discrimination in hiring, assignment, or promotion.

22. Sexual harassment or filing a false sexual harassment claim.
23. Violation of this Manual.
24. Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance.
25. Falsifying City Records.
26. Except for a supervisor submitting a time slip for an employee, knowingly marking the time slip of another employee, authorizing one's time slip to be marked by another employee, unauthorized alteration of a time slip.
27. Unauthorized possession of firearms, weapons, or explosives on City-owned property ~~(provided, however, for purposes of this subsection, police officers or an employee who has been issued a permit or temporary permit by the State of Utah to carry a concealed firearm are authorized to possess a firearm on City-owned property)~~.
28. Carelessness which affects the safety of personnel.
29. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
30. Theft or removal of any City property or the property of any employee from the work area premises without proper authorization.
31. Gambling, wagering, or engaging in a lottery while on City business.
32. Misusing, destroying, or damaging any City property or the property of any employee.
33. Deliberately restricting work output of themselves or others.
34. Drinking any alcoholic beverage during the workday or being under the influence of illicit drugs or alcohol during the workday.
35. Sleeping during working hours.
36. Fighting (verbal or physical) on City premises, or while on City business, or in a City uniform.
37. Any act which might endanger the safety or lives of others.
38. Failure to provide evidence of identity and employment eligibility within three (3) business days of the date employment begins, or receipt for the application of documents within three (3) business days of the date employment begins and

production of actual documents within ninety (90) calendar days of the date employment begins.

39. Accessing, storing, or viewing/reviewing, downloading, copying, or sending child pornography or pornographic or sexually explicit material on City-owned equipment, including, but not limited to, computers, cell phones, or facsimile machines.
40. Violation of the uniform policy.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing Kenneth A. Brown, Jr. to Serve as a Hearing Examiner and Directing Staff to Refer Business License Issues to the Hearing Examiner.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Appointing Kenneth A. Brown, Jr. to Serve as a Hearing Examiner and Directing Staff to Refer Business License Issues to the Hearing Examiner.

BACKGROUND:
Currently the City Code empowers the City Council to conduct hearings in relation to business licenses. It also empowers the City Council to appoint one or more hearing examiners to perform that responsibility. This resolution would appoint our current administrative law judge to serve as the hearing examiner, as well.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--Appointing Ken Brown as Hearing Examiner

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH APPOINTING KENNETH A. BROWN, JR. AS HEARING EXAMINER AND AUTHORIZING THE HEARING EXAMINER TO CALL, PRESIDE AT, AND CONDUCT HEARINGS TO CONSIDER THE SUSPENSION, REVOCATION, DENIAL, OR APPROVAL OF LICENSES ISSUED BY THE CITY

PREAMBLE

WHEREAS, the provisions of Eagle Mountain Municipal Code Chapter 5.05 govern the procedures regarding the application, approval, denial, issuance, suspension, and revocations of business licenses within Eagle Mountain City limits; and

WHEREAS, pursuant to EMMC Chapter 5.05, the City Council of Eagle Mountain City, Utah would ordinarily call and conduct hearings to consider the suspension, revocation, denial, or approval of business licenses issued by the Eagle Mountain City; and

WHEREAS, EMMC 5.05.470 authorizes the City Council to appoint one or more hearing examiners to call, preside at, and conduct hearings to consider the suspension, revocation, denial, or approval of licenses issued by the City; and

WHEREAS, the City Council desires to appoint Kenneth A. Brown, Jr. to the position of hearing examiner so that he may perform the duties of a hearing examiner as outlined in EMMC Chapter 5.05; and

WHEREAS, the City Council desires to direct staff to refer all business license hearings conducted pursuant to EMMC Chapter 5.05 to Kenneth A. Brown, Jr. during his service as hearing examiner to any other hearing examiners as the City Council may from time to time appoint to call, preside at, and conduct hearings to consider the suspension, revocation, denial, or approval of licenses issued by the City.

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

1. Kenneth A. Brown, Jr. is hereby appointed to serve as a hearing examiner for Eagle Mountain City in accordance with EMMC Chapter 5.05; and

2. Staff is directed to refer all matters over which the City Council and hearing examiners have concurrent authority to Kenneth A. Brown, Jr. during his service as a hearing examiner or to some other hearing examiner that the City Council may appoint in the future; and

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Legal Services Agreement with Kenneth A. Brown, Jr.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	Staff

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

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Legal Services Agreement with Kenneth A. Brown, Jr.

BACKGROUND:
Kenneth A. Brown, Jr. has been serving as the City's Administrative Law Judge for the last 3 years. His agreement has expired and needs to be renewed. This new agreement adds the additional responsibility to act as the hearing examiner to hear business license related issues.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--Legal Services Agreement-Ken Brown
2. Legal Services Agreement - Ken Brown

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A LEGAL SERVICES AGREEMENT WITH KENNETH A. BROWN, JR.

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a Legal Services Agreement with Kenneth A. Brown, Jr., as set forth in Exhibit A.

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

1. The Legal Services Agreement with Kenneth A. Brown, Jr. is approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (this "Agreement") is entered into effective as of March 1, 2024, by and between **EAGLE MOUNTAIN CITY,** a Utah municipality ("City") and **KENNETH A. BROWN, JR.** ("Mr. Brown").

RECITALS

A. Mr. Brown is in the business of providing administrative law judge services.

B. Mr. Brown has extensive experience in these services.

C. City desires to retain Mr. Brown to act as an administrative law judge ("ALJ") for purposes of acting as the Hearing Examiner for business license hearings in accordance with Eagle Mountain Municipal Code Chapter 5.05 ("Hearing Examiner") and for purposes of the City's Administrative Code Enforcement Hearing Program (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. ***Scope of Services to Be Provided.*** Mr. Brown agrees to furnish the Services requested by City during the term of this Agreement. The Services may include assisting City in establishing the forms, policies, and procedures for the Program; acting as the ALJ, Administrative Code Enforcement Hearing Officer, and/or Hearing Examiner; and issuing orders, decision, rulings, and performing all the duties of the ALJ and/or Hearing Examiner as outlined in the Eagle Mountain Municipal Code. Mr. Brown shall at all times be subject to applicable laws, rules, and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court ("Rules").

2. ***Fees for Services.*** City shall pay Mr. Brown a fee of One Hundred Dollars ($100.00) per hour for all work performed by Mr. Brown for City. Mr. Brown shall also be entitled to reimbursement for Mr. Brown's reasonable travel time; reasonable computer research charges; and printing, postage or materials utilized by Mr. Brown in connection with the Services. Mr. Brown shall invoice City monthly. Invoices shall include a description of the services rendered and a detailed description of any costs.

3. ***Term.*** Unless otherwise terminated by City or Mr. Brown, this Agreement shall be effective as of the date hereof and shall terminate on March 1, 2027 (the "Termination Date").

4. ***Termination.*** This Agreement may be terminated by City or Mr. Brown at any time and for any reason by written notice, subject to Mr. Brown's compliance with the

applicable rules of professional conduct. Upon termination, Mr. Brown shall make all reasonable efforts to transition Mr. Brown's files and other materials relevant to existing Program cases to City.

5. ***Reporting.*** Unless otherwise designated by the City, Mr. Brown shall report to the City's Director of Administrative Services.

6. ***Notice.*** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

City:	City Manager 1650 E. Stagecoach Run Eagle Mountain, UT 84005
Mr. Brown:	Ken Brown 2051 W. Carefree Dr. Taylorsville, Utah 84129 kenbrown@port2l.com

7. ***Titles and Captions.*** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

8. ***Applicable Law.*** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

9. ***Integration.*** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. ***Waiver.*** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

11. ***Rights and Remedies.*** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

12. ***Severability.*** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth pe1mitted by law.

13. ***Conflicts of Interest.*** Mr. Brown agrees that he shall attempt to avoid all conflicts of interest with other clients he may have. Because Mr. Brown will be acting as a representative of the City, Mr. Brown shall comply in all respects with the Utah Municipal Officers and Employees Act. Mr. Brown represents and certifies that he has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

14. ***Independent Contractor.*** It is understood by the Parties that Mr. Brown is an independent contractor in relationship to City and not an employee of City, and City will not provide any benefits, including health insurance, paid vacation, retirement, or other employee benefits for Mr. Brown.

IN WITNESS WHEREOF, City caused this Agreement to be signed by its mayor and attested by its recorder and delivered, and Mr. Brown has caused the same to be signed and delivered.

[signatures on following page]

Dated this ___ day of _____, 2024.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala Kofoed, City Recorder

_____
Marcus Draper, City Attorney
Approved as to form

Dated this ___ day of _____, 2024.

_____
Kenneth A. Brown, Jr.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Public Art Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	Staff

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

PUBLIC HEARING
No

PREPARED BY
Natalie Winterton, Grants Coordinator/Management Analyst

PRESENTED BY
Natalie Winterton

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Public Art Plan.

BACKGROUND:
Over recent months, staff has conducted a lot of research on public art. It has many proven benefits for a community. Now that the City has a sizable and established staff, it is recommended that the City pursue some of the benefits of public art through careful art integration. The City has already adopted a Public Art code as well as a percent for art code (EMMC 12.35). The Council has expressed interest in establishing a document to help guide the goals and development of public art in the City. This resolution would adopt such a plan.

It is recommended that the City Council adopt the Eagle Mountain Public Art Plan to accomplish the following:

- Guide future public art efforts of the City
- Create guidelines and procedures by which the City may address public art in the community
- Establish the importance of public art in Eagle Mountain City.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. RES--Public Art Plan
2. Eagle Mountain Public Art Plan

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE EAGLE MOUNTAIN CITY PUBLIC ART PLAN

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to adopt the Eagle Mountain City Public Art Plan, as set forth in Exhibit A.

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

1. The Eagle Mountain City Public Art Plan is hereby adopted, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

Eagle Mountain City

Public Art Proposal

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DRAFT

Executive Summary

This document outlines the importance and benefits of public art in the community as well as some long- and short- term actions to increase art opportunities. This is not a cohesive plan, but simply options for consideration that would allow the City to accept and engage in public art if and when the opportunity arises.

Purpose. Public art has been proven to strengthen a City's identity, economy, quality of life, and youth. The benefits of public art are lasting and far-reaching. With a population approaching 65,000, the City should evaluate if it wants to incorporate these benefits and values into the fabric of the community. The time is right for Eagle Mountain to once again consider adding public art to its initiatives.

Vision. The vision of public art in Eagle Mountain City is to create a visual representation of the values and atmosphere present in the community. It enforces those values and uplifts the community. Public art benefits communities in many ways. Eagle Mountain should be intentional about its implementation. The four elements should be considered as part of the public art process: details, theme, capital projects, and measured steps.

Process. There are almost infinite ways the City can approach the implementation of public art in the community. However, the presence of options should not deter the City from acting and trying out its methods through an iterative process. The process may also evolve over time. This document outlines various options and procedures that the City may employ.

Funding. Funding can make or break a project. There are many ways to fund public art and this section outlines the most common ones. Staff also makes a recommendation to consider a percent-for-art program.

Recommendation

Immediate Action

1. Consider the funding of one specific public art project as a step forward and a test run at public art facilitated by the City.
2. Consider a Percent-for-Art program.

Long-Term Action

1. Consider the establishment of an Eagle Mountain Public Art and Culture Commission.

DRAFT

Introduction

"Art is the signature of civilizations" – Beverly Sills. Public art provides insight into ideas, accomplishments, behaviors, and traditions of a people. Since ancient times, it has existed in various forms as sculptures, paintings, architecture, and more. Public art was synonymous with a high quality of life and a well-educated and skilled people. In modern times, public art still signifies a vibrant and thriving community. A city's successful incorporation of the arts is done through a series of defined visions, methods, and processes. This document provides information regarding the vision, processes, and funding recommendations for public art in Eagle Mountain City.

Public art uses public spaces to introduce artistic elements into the community. Art can take many forms and be incorporated into a variety of places like parks, plazas, or government buildings. It can even be incorporated into infrastructure itself such as light posts, utility cabinets, architectural enhancements, and more. Public art can be either permanent or temporary; either incorporated into or separate from existing structures.

Previously, the City created the Eagle Mountain Community Art Board in the year 2000. However, it was dissolved only four years later due to the Art Board's inactivity and the City Council's belief that private organizations would be more equipped to increase artistic efforts in the city. Twenty years later, we have found that not to be the case. Private groups have not maintained enough stability to take the lead in widespread public art initiatives. As a result, the City has little art on display and few regular arts programs compared to cities of similar size.

However, the City has experienced success in other areas such as recent economic development, strong financial stability, and a newly defined identity resulting from the rebranding exercise. Despite a previously unsuccessful arts effort, the City is in a place now that it is recommended to once again consider pursuing public art in Eagle Mountain City.

The idea is definitely not to take away from the private sector. Rather, City efforts should empower other organizations by providing processes and resources to contribute to public art more effectively within the City. Collaboration between the public, City Council, City staff, non-profit organizations, local arts groups, Alpine School District, State arts organizations, and so forth could lead to a robust public art scene in Eagle Mountain.

The following Public Art Strategy is the first step in ushering in a renewed culture of art into Eagle Mountain City. The anticipated long-term outcomes of this document are that, in the future, and if desired by Council, the City can proactively pursue and facilitate public art initiatives and opportunities. Though Eagle Mountain City has little public art, it has great potential. Eagle Mountain is a blank canvas, brimming with possibility for public art to be incorporated into the City in many meaningful ways.

DRAFT

Vision

Before details of a public art strategy can be defined, it is important to establish a unified vision for this effort. This section, though not comprehensive, sheds light on the potential trajectory of public art in Eagle Mountain City. It also paints a picture of what a robust art program could look like in the community.

What? Goals for Public Art

This section addresses the intended outcomes of public art in Eagle Mountain City.

Though public art can be beautiful, beauty itself is not the sole purpose of incorporating art into a city. Art can serve many purposes in a community. Any effort is found to be less effective without guiding goals and vision. This section recommends what goals and purposes public art can fulfil in the City. Additionally, it aligns public art with the City's established strategic vision and strategic goals. The underlined words and phrases in the following section indicate areas that can be affected or enhanced by public art.

Strategic Vision

Eagle Mountain is a safe, growing city with a small town feel that serves families and individuals by creating reliable services and infrastructure, cultivating economic and recreational opportunities, and harmonizing protected space with the flourishing of all life.

Unique Reputational Evolution

Eagle Mountain is known and respected for its commitments toward, and achievements in, meeting the expectations of residents through efforts to embrace its family-centric and rural heritage, engaging in creative solutions to accomplish its goals, and its contributions to the prosperity of the state.

Dynamic Service Enhancement

Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.

Aside from the City's strategic vision and goals, public art should have its own specific set of goals. Through public art, Eagle Mountain City may aim for some of the following goals:

- Encourage the integration of public art concepts, artwork, and artists into community and neighborhood planning processes as deemed appropriate by the City Council.
- Enrich the individual's experience of public spaces.
- Enhance the community's sense of spirit and pride.
- Establish cultural tourism within the City.

- Develop a consistent atmosphere and experience throughout the city.
- Beautify and celebrate the landscapes and environment in which we live.
- Create an inviting atmosphere and gathering places for all ages to enjoy.
- Defend proactively against the decay of urban centers, neighborhoods, and public places.
- Provide opportunities for local artists to advance their art forms.
- Recognize and celebrate significant historical people and events in Eagle Mountain City.

Why? Benefits of Public Art

This section addresses why public art is important to a community.

Over the past twenty years since the position was taken that the arts would be in the hands of the private sector, Eagle Mountain City has had a noticeable lack of art and culture. Public places in Eagle Mountain are limited to parks; tourism is limited to outdoor enthusiasts; art is seen almost nowhere; and we have continued to experience uncertainty from a lack of identity. Public art can be a step toward the expansion of art and culture in the City which has been shown to provide many advantages such as economic benefits, youth involvement, quality of life, and sense of identity.

Economic Benefits

Research has shown that the arts give residents a desire to stay, tourists a reason to visit, and businesses a draw for customers and the means of attracting a strong workforce. The Project for Public Spaces group helps us understand how this is possible in an article titled, “How Art Economically Benefits Cities”:

> *“Industries that are planning relocation or expansion place great emphasis on a healthy cultural climate. In a past survey conducted by the Joint Legislative Committee on Cultural Affairs, 99% of the chief executive officers who were questioned stated that the availability of cultural activities in an area is an important consideration in choosing a new location.”*

Art and culture need not be found in only high-traffic areas. The economic benefits of public art are experienced by large cities and small towns alike. Eagle Mountain City’s well-preserved environment and landscapes, open spaces, and dark skies create an exquisite environment for the arts to thrive. Studies have shown that tourists will travel for art whether found in galleries, productions, or architecture. Businesses, especially small businesses, thrive in these environments where municipalities become a highly desirable place to live, and tourists seek an experience.

Youth development

Youth benefit greatly from increased exposure to the arts. The Arts Fund found that at-risk students involved in the arts are 23 percentage points more likely to attend college than peers with low arts involvement. Exposing youth to the arts encourages experimentation with the arts

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and early achievements and creativity in life. A study performed by the Arts Fund titled "Social Impact of the Arts Study" also affirms the following:

> *"Research shows the arts promote academic and life outcomes by providing opportunities to learn critical thinking skills and build technical capacity for expression. This suggests that arts education plays a key role in the development of local talent and a 21st century workforce. Integrating art disproportionately benefits low-income students, demonstrating out-size gains in English and Math scores, fewer behavioral challenges, college attendance, voting, and volunteering in their community."*

Presently, Eagle Mountain City youth are exposed to the arts in only specific locations such as schools, or small performances by local arts groups. By merely increasing the opportunities for exposure to the arts, our City is improving the outcomes of our youth. In a community where half the population is under the age of 26, the benefit to children and youth cannot be overlooked and should be considered carefully.

Quality of life

The rapid growth of Eagle Mountain City is expected to continue for many years, quickly turning what was once a few houses on a hill into a vibrant community. Although the growth of a city does not have direct causation with a diminishing quality of life, the speed of that growth can certainly create burdens upon cities that may lead to sacrifices in quality of life to maintain basic City services. To preserve a positive quality of life throughout its growth, the City can be proactively engaged in quality-of-life improvements as early as possible in its development. Doing so will likely reduce the costs of improvements in the future as they will be incorporated during initial expansion.

Public art also has the power to transform cities in a way that can have significant social impacts upon its residents. In a research study performed by the Social Impact of the Arts Project it was discovered that:

> *"In lower-income neighborhoods, cultural resources are "significantly" linked to better health, schooling, and security. The research, which was controlled for economic wellbeing, race, and ethnicity, found the presence of cultural resources is associated with:*
> - *A 14% decrease in cases of child abuse and neglect,*
> - *A 5% decrease in obesity,*
> - *An 18% increase in kids scoring in the top stratum on English and math exams,*
> - *An 18% decrease in the serious crime rate."*

Public art lifts all in the community. It creates spaces and events where traditions are formed, friendships are created or enhanced, and opportunities are provided to those who would use art to better themselves and others.

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Identity

In addition to quality of life, public art also serves to define a community's identity. Art reflects a City's history and values. Eagle Mountain is a young city and has been working hard to establish a unified sense of identity in the community. The City has recently completed a rebranding effort and staff continues to make strategic efforts to encourage widespread adoption and support for the new Eagle Mountain identity. Public art would augment those efforts and help the residents embrace and understand that new identity.

According to Princeton University's Center for Arts and Cultural Policy Studies, participating and partaking in public art, "Builds community identity and pride [and] leads to positive community norms such as diversity, tolerance and free expression." An article by Americans for the Arts also states:

> *"Public art can be a key factor in establishing a unique and culturally active place. Public art can create civic icons, but it also can transform our playgrounds, train stations, traffic circles, hospitals, water treatment facilities, and airports into more vibrant expressions of human imagination. By building and reinforcing community culture, public art can act as a catalyst for community generation or regeneration... Public art matters."*

Public art is a subtle and cost-efficient effort that can have transformative results in a community. Its benefits are impossible to ignore. Art unites a community, celebrates differences, and honors our common, human identity.

How? Catch the Vision in EM

This section addresses how public art benefits can be achieved in Eagle Mountain.

The goals and benefits listed in previous sections certainly sound nice, but what does that look like in practice? It is recommended that Eagle Mountain City take a careful and deliberate approach to public art. That approach can be described in four main strategies: details, themes, capital projects, and measured steps. These may have some overlap, but considering each one individually could be helpful.

Details

In order to create an effective public art strategy, the City should be careful not to overlook the details. Even small details can create enormous impact.

Details are often the things you don't notice right away. If the details stand out, it is usually because they are dirty or too over-the-top. One company that is known for its attention to detail is the Walt Disney Company. While walking down Main Street of Disneyland, it's not the wall tiles or the font of the numbers on the clock that stand out. And those details are not what most people remember after they leave. Instead, all the details work together to create an

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unforgettable atmosphere and experience. That is the aim of public art in Eagle Mountain, to enhance the community environment through attention to detail.

Focusing on the details in Eagle Mountain City would look like intentionally incorporating art into the often-mundane aspects of a City. It looks like simply upgrading elements that the City would be installing or building anyway.

For example, the City is likely to install bike racks at key locations regardless of public art efforts. However, those public facilities can be elevated by incorporating art. Some cities subtly add a symbol to the bike racks, while other cities turn the bike rack into a work of art itself (see Images 1-2).

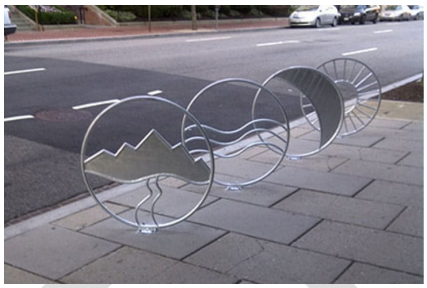

Image 1. Bike rack example

Image 2. Bike rack example

Another example of improving the details are artful designs on storm drain or manhole covers. Whether or not it the cities that implemented it intended for it to be art or to serve some practical purpose, it still adds to the overall atmosphere of a city (see Images 3-5).

Image 3. Sewer cover in Gatlinburg, TN

Image 4. Storm drain and sewer cover in Peoria, AZ

Image 5. Commemorative storm drain cover in Salt Lake City, UT

These are just two examples of the kinds of small city details in which public art can be incorporated. Attention to detail also elevates the perception of the City leading to increased resident ownership and decreased crime. It is recommended that Eagle Mountain place a portion of its focus on enhancing the details of the City in order to elevate the overall atmosphere of the community.

Theme

Another element to consider when envisioning the future of public art is the application of themes throughout the City. Before delving into this subject, it is important to note that not all pieces of art need to be a part of a theme. However, it can be powerful to see themes repeated throughout the community, especially since Eagle Mountain is such a geographically large city. Intentionally repeated themes can help lead to a consistent atmosphere across the community.

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One example could be the incorporation of gazebo structures throughout the City. To help paint the picture of this hypothetical situation, here are some additional details:

> The gazebos could be made of stone, wood, and iron to reflect the natural environment in which we live. They could be located along the trail system to create gathering places among the trails. They could have historical or educational plaques that teach of the significance of the area.

Images 6-9 were AI generated to show what this might look like at various points in the city.

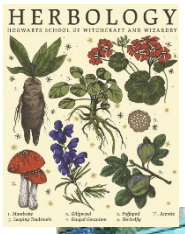
Image 6. An AI generated gazebo located on the south side of lake mountain

Image 7. A gazebo located along Pony Express Parkway (AI Generated)

Image 8. Another view of an AI generated gazebo located along Pony Express Parkway

Image 9. An AI generated gazebo located along the Tickville Wash

Another example of a themed element could be utility boxes. Many cities have participated in the trend of painting their utility boxes. Doing so turns what could be an eyesore into a community benefit. This could be another opportunity to employe a theme throughout the community. For example, the city could choose to employ an educational nature theme. For sake of the example, the boxes could be painted in the style of botanical posters, each box featuring a different native plant or animal species.



These are just a couple of examples of what theming could look like throughout the city. Incorporating the concept of themes in the community could help lead to increased cohesiveness in image and atmosphere around the community.

Image 10. A botanical poster example
Image 11. A topographic map pattern example
Image 12. An ornithological poster example
Image 13. A painted power box

Capital Projects

One strategy for incorporating public art throughout the city is to focus on capital projects. Many cities have a policy that public art be integrated into all of their large capital projects. These projects present an opportunity to include unique details, themes, or specific art installations. For instance, Image 14 shows a bridge in American Fork, UT, which has been enhanced by public art. Another example is a fountain outside one of an office building in Sunnyvale, California, shown in Image 15, where the fountain was planned alongside the building's construction. Additionally, freeway sound barriers along Interstate-15 around Salt Lake City feature a stamped mountain pattern instead of plain concrete (see Image 16), subtly elevating the area's aesthetic. By considering public art during the planning stages of capital projects, art can be incorporated more purposefully, potentially reducing costs as the structure is designed to include art from the start rather than being modified later.

Incorporating art into capital projects also ensures that art is distributed throughout different areas of the city, preventing the need to choose between capital projects and art. This approach allows both to hold significant importance in project management and budgeting. It ensures that public art is a consistent and integrated element of the city's development, enhancing various public spaces without requiring additional funding or extensive alterations to existing projects.

Furthermore, this method provides a framework for planning art throughout the city's future civic campus. By embedding art into the planning and execution of civic structures and spaces, the city can create a cohesive and culturally enriched environment. This strategic approach not only enhances the visual appeal of public spaces but also fosters a sense of community and pride among residents, showcasing the city's commitment to integrating art into everyday urban life.

Image 14: Bridge in American Fork, UT

Image 15: Office Fountain in Sunnyvale, CA

Image 16: Salt Lake City I-15 Corridor

Measured Steps

Another strategy for the employment of public art in the city is the selection of specific, unique projects that are deemed fitting by the city's planners and community leaders. This approach involves identifying opportunities for standout, one-of-a-kind art installations that can become landmarks or focal points within the community. These projects, which could include large

sculptures, intricate murals, or innovative installations, are chosen to enhance particular areas or to commemorate significant events or themes relevant to the city.

This method, referred to as "measured steps," emphasizes the importance of careful and deliberate planning. Each project should be thoughtfully designed and executed to ensure it aligns with the city's aesthetic, cultural, and social goals. By taking a measured approach, the city can ensure that these art installations are impactful and meaningful, avoiding hasty or ill-considered projects that may not resonate with the community or stand the test of time.

While this strategy focuses on unique, high-impact projects, it also calls for a level of regularity in implementation. By periodically introducing new art pieces, the city can maintain a dynamic and evolving cultural landscape, continually enriching the community experience for residents and visitors alike. This balance of careful planning and regular implementation ensures that public art remains a vibrant and integral part of the city's identity, contributing to its cultural vitality and visual appeal. Images 17 and 18 below show examples of “measured step” projects.

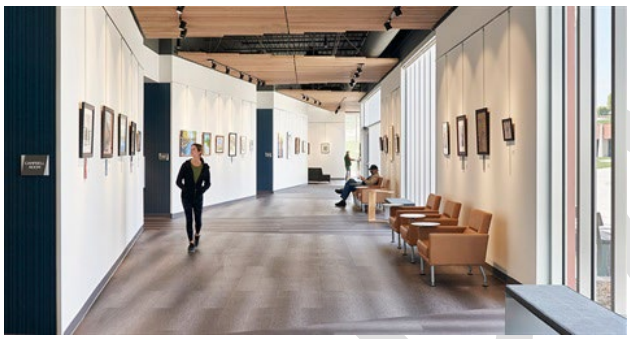


Image 17. Art display lining a hallway.

Image 18. Statue at Unity Pass (AI Generated).

When? Timing

This section introduces a recommended timeline of public art efforts in Eagle Mountain.

It has been noted that Eagle Mountain City had one previous attempt at forming a public art committee, but due to a variety of reasons, that endeavor was abandoned. There were many reasons to disband that effort, but the time is prime to try again.

Since early 2024, the City has been focused on a rebranding effort. Not only were logos and flags altered, but the identity of Eagle Mountain City was defined. The City now has the opportunity to decide if public art is going to be a part of that identity.

The circumstances surrounding the collapse of the previous art committee have changed drastically – the City is financially stable, infrastructure is in place, and community involvement is increasing. Now that Eagle Mountain has grown to about 35% of its capacity, the City is established enough to support the arts effort, but small enough that the City still has flexibility in

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its implementation. Considering the City's stable state along with its recent, successful rebrand, now is the perfect time to evaluate public art and its place in the future of Eagle Mountain City.

Process

Now that the vision of public art in Eagle Mountain has been established, the next step is to consider what processes staff and Council should follow in order to ensure a fair and unbiased method of art distribution. This section discusses what those process options are and how the community can be involved.

Citizen Involvement

In late 2023, the City Council passed a Public Art Code (EMCC 12.35) that outlines procedures for the acquisition, management, and disposal of art in the City. Those policies were intended to create transparency and equality in the public art process. It places Council at the helm of placemaking and cultural tourism.

Right now, public art is a staff- and Council-led endeavor. This is a great option for the City, especially since its long-term commitment to public art is unsolidified. In the future, the City may also consider delegating management to an Arts and Culture board, with Council still acting as the final decision-maker. This board could be formed using residents, artists, etc. and would be a viable future option if the City continues to take on a more proactive role in public arts.

In order to manage and facilitate the processes associated with public art, it is recommended that the City form the Eagle Mountain Public Art and Culture Board (EMPACC) at a strategically optimal time.

Roles and responsibilities

The EMPACC could function similar to other boards and commissions within the City. It is recommended that the board undertake the following responsibilities:

- Develop an annual public art action plan for submission to the City Council.
    - Based on a template from staff. See Appendix B.
- Make project recommendations to the City Council
    - Based on a template from staff. See Appendix D.
- If requested by Council, aid in the artist/art selection process.
- Collaborate with other organizations to facilitate art in all corners of Eagle Mountain City.
- Review and provide recommendations to the City Council for the deaccession of artwork, acceptance of artwork gifts and loans, and proposals for memorials on City-owned property, in accordance with EMCC 12.35.
- If requested by the Council, advocate for the Eagle Mountain Art and Culture Program to the City, the public, the County, and other arts groups.

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Composition

It is recommended that the EMPACC be comprised of seven voting members appointed by the City Council, each of whom has knowledge and experience in visual or performing arts and who lives or works in Eagle Mountain City.

Similar to other boards within the City the EMPACC could function under three-year, staggered terms. It is recommended that no individual be permitted to serve more than two consecutive terms, if possible.

Like other City boards, a staff member should be assigned to liaise between staff, Council, and residents. A Council member would also be assigned as a liaison. The staff member and Councilmember would not be voting members of the Commission, unless in the event of a tie (resulting from an absence of one of the voting members or the abstention of voting because of a conflict of interest), in which case the Councilmember would be encouraged to vote.

It is recommended that the commission meet at least quarterly. At least one member of the commission would be encouraged to attend all public art events in the city.

Conflict of interest

Like other boards in the City, the members should be honest and transparent. The Commission should have conflict of interest policies requiring members to disclose any real or perceived conflicts of interest and abstain from voting when appropriate. It is also recommended that the members themselves not be eligible to submit for any public art applications during their tenure.

Timing

An art board should only be created after public art has a consistent funding source. Until funding is established, a board may not have enough work to keep them busy. With intermittent art projects, the board may become frustrated or bored due to lack of progress or projects. This may discourage future public involvement in public art.

Citizen Involvement Process Recommendation

This section addresses recommended processes if the City decides to establish a public art and culture board. There are two ways that art projects or events can be initiated. One is a resident-led proposal, and the other is a city-led proposal.

Resident-initiated project

The following process is a recommendation. Please see Appendix C for a visual representation of this process.

A resident has an idea for a public art project and approaches the EMPACC. The EMPACC keeps all proposals to be evaluated semi-annually. The EMPACC evaluates the public art idea based on the current public arts mission and goals (see Appendix E). If the commission determines that it would like to pursue the idea, it determines the “public art basics” of the project: finding a location

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for the project, selecting an art form, determining a budget, and selecting a topic. Those are summarized in a public art proposal (see Appendix D).

The EMPACC submits the idea to Staff who determines whether or not the idea is feasible given City safety and engineering standards (see Appendix E).

After the details have been worked out with Staff, both Staff and the EMPACC submit the idea to Council in the form of a memo and/or work session presentation. At this point, Council would need to either approve or deny the idea. By approving the idea, Council is allowing the process to continue.

Staff would then determine whether or not a budget amendment is needed. If so, that would be pursued.

Together, staff and the EMPACC would follow the established public art code (EMMC 12.35) to issue a call for artists or follow the procedures for a gift/loan.

Once a selection has been made, the EMPACC would submit all materials and its recommendation to Council.

Council would then have the choice to approve or deny the project. Denial could be whole or partial, asking staff and the EMPACC to revisit a previous step of the public art process.

After Council approval, the City would then solidify a contract with the artist and installation would begin.

City-initiated project
The following process is a recommendation. Please see Appendix C for a visual representation of this process.

In this situation, a project is initiated by Council, staff, or the EMPACC. If Council or staff identifies a need, the EMPACC is notified. If the commission determines that it would like to pursue the idea, it determines the “public art basics” of the project: finding a location for the project, selecting an art form, determining a budget, and selecting a topic. Those are summarized in a public art proposal (see Appendix D).

The EMPACC submits the idea to Staff who determines whether or not the idea is feasible given City safety and engineering standards (see Appendix E).

After the details have been worked out with Staff, both Staff and the EMPACC submit the idea to Council in the form of a memo and/or work session presentation. At this point, Council would need to either approve or deny the idea. By approving the idea, Council is allowing the process to continue.

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Staff would then determine whether or not a budget amendment is needed. If so, that would be pursued.

Together, staff and the EMPACC would follow the established public art code (EMCC 12.35) to issue a call for artists or follow the procedures for a gift/loan.

Once a selection has been made, the EMPACC would submit all materials and its recommendation to Council.

Council would then have the choice to approve or deny the project. Denial could be whole or partial, asking staff and the EMPACC to revisit a previous step of the public art process.

After Council approval, the City would then solidify a contract with the artist and installation would begin.

Limited Citizen Involvement Process Recommendation

The following process is a recommendation. Please see Appendix C for a visual representation of this process.

Under this scenario, a public arts board does not exist. There would be no formal way for a citizen to initiate a public art project. However, that does not limit them in their ability to contact staff and council with ideas and feedback. The following is a recommendation for a process that would take place under a city-initiated effort with no public art board.

The first step is that a need is identified by either staff or Council (who would then give the assignment to staff). If staff decides that it would like to pursue the idea, it determines the “public art basics” of the project: finding a location for the project, selecting an art form, determining a budget, and selecting a topic. Those are summarized in a public art proposal (see Appendix D).

Staff submits the idea to Council in the form of a memo and/or work session presentation. At this point, Council would need to either approve or deny the idea. By approving the idea, Council is allowing the process to continue.

Staff would then determine whether or not a budget amendment is needed. If so, that would be pursued.

Staff would then follow the established public art code (EMCC 12.35) to issue a call for artists or follow the procedures for a gift/loan.

Once a solution has been reached, staff would submit all materials and its recommendation to Council.

Council would then have the choice to approve or deny the project. Denial could be whole or partial, asking staff to revisit a previous step of the public art process.

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After Council approval, the City would then solidify a contract with the artist and installation would begin.

Staff recommends that the City begin its public arts efforts using this process. When the program is ready to grow, it can begin utilizing the processes that involve a public art committee.

Critical Components of a Proposal

Mentioned in the process recommendations above, determining the "basics" of a public art project is an important step in the public art process. This section breaks that down and explains the purpose and significance of each piece.

Before a work of art can be commissioned by the City, there are certain decisions that need to be made. However, not all details need to be determined. This section outlines what information is critical before a project is announced in a call for artists.

Art Form

The chosen art form should be strategically considered during the public art process. The City should determine the art form before issuing a call for artists. Different artists may respond based on the art form desired. These forms may include, but are not limited to:

- Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved material or combination of materials.
- Paintings in all media, including oils and acrylics, which are portable or permanently affixed, such as murals.
- Graphic arts, such as printmaking, drawing and banners.
- Mosaics, including works executed in tile, glass, stone, or other materials.
- Crafts using clay, fiber and textiles, wood, metal, plastics, stained glass, and other materials, both functional and ornamental.
- Photography, including digital and traditional photographic print media.
- Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage.
- Earth works, environmental installations, and environmental art.
- Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists.
- Light-based or luminal art that is experiential, site-specific, or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections or sculpture that incorporates light sources as major compositional and expressive elements.
- Sound art or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources.
- Video and animation projected or displayed on a video monitor.

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- Portable art that may be displayed at locations other than a substantially permanent location or adjacent to the project site.
- Temporary performance or time-based art.

Although this list is nearly exhaustive, it is important to emphasize that the City Public Art Code provides Council with complete discretion as to the type and location of any future artwork.

Art Site

The location of public art is almost as important as the artwork itself. It should be taken into careful consideration. The City should have a location chosen before issuing a call for artists. It would be beneficial to the artists and their proposals if they knew where the art would be located. The surrounding area may play into the proposed artwork. The following aspects should be considered when determining the location of a public art installation.

Artistic Consideration. In some public art types or projects, the location is a significant factor in its impact or proper presentation. Sunlight and shadows, angles of presentation and viewing, relative proximity to other artwork or impactful structures or landscapes, and so forth can all affect the effectiveness of public art. The City should gather input from the artist to fully understand the impacts of potential sites on presentation.

Balanced Distribution. Public art is beneficial to all Eagle Mountain City residents and therefore should be found in various locations throughout the City. The City should consider where public art is not already found within the City to ensure a good distribution of public art, similar to the distribution of public parks.

Ease of Maintenance. Art requires regular cleaning and maintenance. Maintenance requirements will vary depending upon the type of art, but the site should allow for routine maintenance to be performed with relative ease.

Future Development. Future development around a public art installation should be considered for its impact on the public art installation including access, environmental effects, and so forth.

Gathering Places. Public art can be used to create or enhance gathering spaces. The City can use art strategically as it develops a future downtown and other gathering places.

Public Access. Public art should be accessible to the general public. Public art should not be located in a place that restricts any particular individuals or groups from accessing the art.

Safety. Public art should not be sited in locations where public safety may be compromised. Public art should not hang over sidewalks or roadways, impede clear-vision triangles, conceal traffic signage, or otherwise create a hazardous environment for motorists, pedestrians, and so forth.

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Art Topic

The topic of art should also be determined prior to issuing a call for artists. A topic could be as specific or as broad as the City deems fit. For example, the City may choose to ask for a mural. It makes sense to let the artist design the mural, but providing some guidance may help ensure that the mural meets the goals of the City. The City may ask that the mural fit in the topic of "History of Eagle Mountain" or "Pony Express" or "The Spirit of Eagle Mountain" or "Community". Specifying a topic could help achieve a balance between City guidance and artistic freedom.

Art Budget

A budget must also be determined prior to issuing a call for artists. This may seem a bit backwards, but most of the time, cities tell artists how much they are willing to spend before the artist designs the art installation.

Let's say, for example, that the City is willing to spend $50,000 on a mural. Based on what the artist determines he or she can accomplish for the budgeted amount will affect what ultimately comes to the City in the art proposal. It may be a simpler design than if the city was willing to spend $100,000 on a mural.

If the City receives proposals and determines that none of them are to the level of detail or scale hoped for, the City may consider increasing the budget and then resubmitting the call for artists.

It is also possible that the City could allow artists to counter offer a budget for the project they submit. For example, if the City asks for a $50,000 mural, an artist may submit a design but ask for $75,000. The City then has the opportunity to choose to increase the budget if it is interested in that particular proposal.

No matter how the City decides to respond to artist design applications, a budget is important to include in the initial call for artists to provide more context and information to the interested artists.

Example

To put all of these concepts together, let's use a hypothetical example. The AI generated image below is an example of what public art might look like in the city. In this case, it is a pony express statue at Cory Wride Park. In order to achieve this, the City may issue a call for artists using these four critical components:

- Art form: statue
- Art site: Cory Wride Park
- Art topic: Pony Express
- Art Budget: $250,000

Image 19. Statue at Cory B. Wride Memorial Park (AI Generated)

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This information will help artists prepare a thorough and accurate art proposal for the City. It equips the artists with necessary information while allowing them creative freedom for the work of art itself.

Funding

As with any government endeavor, funding is often a determining factor of the project. Due to Eagle Mountain City's budget being spread thin across many programs due to its rapid growth, it must be wise in the allocation of funds to ensure maximum positive impact. This section discusses funding options for public art as well as staff's recommendations.

Funding Options

There are many options for the municipal funding of public art. This section outlines these alternatives. Staff understands that not every option may be favorable to this City or at this particular time. However, a strategic decision requires the consideration and understanding of all possibilities.

Individual Project Allocation

The City, from time to time, may choose to allocate funds toward a public art project. This would be a unique, one-time allocation. The Council may choose to fund public art projects only occasionally. This is the current format used by Eagle Mountain City.

General Fund

The City may choose to create a special purpose fund within the general fund. This fund may or may not be utilized each year, but having a dedicated space for public art funds ensures that it is at least considered each year during the budget process. Creating a place in the budget would be a very non-committal action that could keep public art in the minds of staff and Council.

Percent-for-Art

This funding mechanism gives cities the option to allocate *up to* 1% of its capital projects fund to public art. The art would need to be tied into the capital improvement project itself. Sometimes, this decreases the cost of art because it would be initially incorporated into the infrastructure instead of added later. This could be a required or optional part of capital projects, giving Staff the ability to propose art improvements and Council the opportunity to accept or deny them.

RAP Tax

Some cities enact a Recreation, Arts, and Parks tax. This increases sales tax by *up to* an additional 0.1%. The funds would be restricted to Recreation, Arts, and Parks. Salt Lake County has a similar tax, but it is levied as a County. In Utah County, the commissioners have decided to leave a RAP tax to the discretion of each individual city. The City may or may not be interested in this option, but understanding its use and availability is important.

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Community Fundraising

Another option for funding is to allow for partnerships with private entities. For example, a business may want to sponsor a city art project. If interested, the business and the City could then work together throughout the public art process. The business's sponsorship could be announced or anonymized, depending on the wishes of the donor.

Funding Recommendation

Staff recommends the consideration of the Percent-for-Art program. As part of this program, the City would create policies to give itself the option to allocate *up to* 1% of its capital projects fund to public art. Some cities start with 0.25% or give themselves a window of 0.25% - 1%.

This is a common funding mechanism for public art. Eagle Mountain can learn from many other cities that have employed similar policies.

The city can require that commercial or residential developers allocate a percentage of their funds to public art as well. It is recommended that if the City wishes to place art requirements on the private sector, that it also place the same requirements on itself as a gesture of partnership.

Employing a percent-for-art policy ensures that public art is consistently integrated into the fabric of the City. It also prevents the City from having to decide between necessary capital projects for Eagle Mountain's rapidly growing population and creating a beautiful and uplifting community.

Furthermore, the City is seriously considering the structure and layout of its future civic campus. By establishing a percent-for-art program, the City can ensure that art is integrated into the future campus. Starting the program sooner than later allows the City to experiment with and learn from less visible projects.

This proposal does not call for any action on a percent-for-art program. However, staff is learning about and researching other cities' programs to learn best practices on implementation of a similar program.

Recommendation & Timeline

This section helps to clarify the timeline of recommendations made throughout this memo as Council considers the potential future of public art in Eagle Mountain City.

It is recommended that the City Council first approve the pursuance of a measured step public art project. Moving forward with a public art project at this time would be a huge step forward towards increased art in Eagle Mountain City. Doing so does not commit the City to long-term public art action. However, it allows the City to learn about the public art process. Only so much information can be gathered from research. Experience will help the City understand how public art impacts Eagle Mountain City's unique community.

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Recently, the City Council approved a percent-for-art program. This will allow the City to incrementally budget for public art, while prioritizing capital projects. It will help increase future public art efforts and allow the City to learn and practice its processes before the future civic campus is developed. That will be a highly visible and visited area, and it is recommended that the City smooth out its public art processes prior to its development. As the City grows and more resources become available, the Council may want to consider increasing the percentage amount from 0.25% to 0.5%.

It is recommended that in the long-term future, the City consider the creation of the Eagle Mountain Public Art and Culture Commission. Timing of this commission would relate to available funding, as discussed earlier in this report.

Public art plays many roles within a community. This report was intended to paint a picture of the possibility of public art in Eagle Mountain City as well as clarify what processes might help the City achieve those benefits. As Eagle Mountain continues to develop and grow, the ease in which public art can be incorporated into development diminishes. Acting now will help the City integrate public art in a more cost effective and meaningful way into the community.

In conclusion, public art is not just about aesthetics; it is an integral part of placemaking, shaping the identity of Eagle Mountain City, and fostering unity among its residents. By investing in public art, the City can create shared spaces that reflect its unique character and values, while also bringing people together in celebration of their community. As Eagle Mountain City grows, prioritizing public art will ensure that it remains a vibrant, cohesive, and inspiring place to live. Embracing public art now lays the foundation for a future where creativity and community spirit flourish hand in hand.

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Appendices.

Appendix A. Public Art Vision in Eagle Mountain City

These images are either found on Bing Images or AI generated.

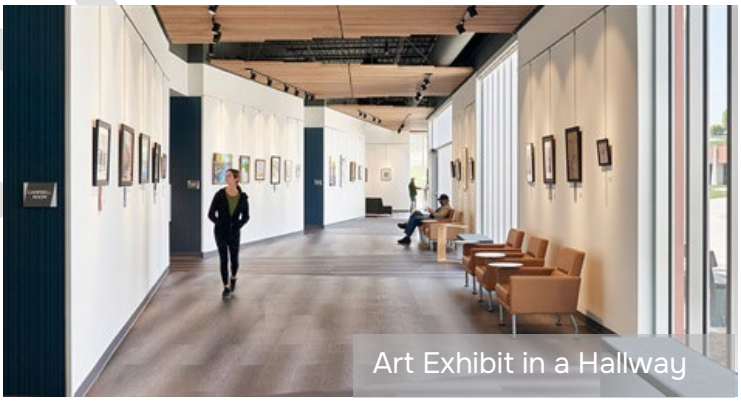
Statue at Cory Wride Park

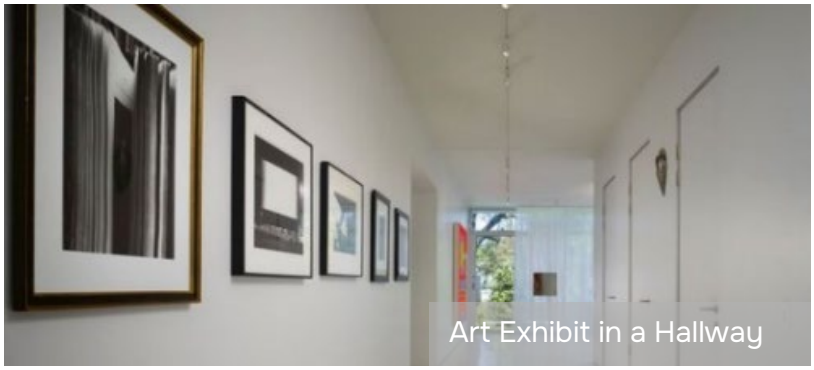
Statue at Unity Pass

Statue on a Roundabout

Statue Near SR-73

Mural at Old Fire Station


Art Exhibit in a Hallway


Art Exhibit in a Hallway

Art in a Downtown Area

Mosaic at Cory Wride Park

Fountain in Sunnyvale, CA

Gazebo near Lake Mountains

Gazebo near Pony Express

Gazebo near Tickville Wash

Gazebo near Pony Express

Power Box

Manhole Cover

Bike Rack

Appendix B. Annual Public Art Action Plan Template

As the Eagle Mountain Public Arts and Culture Commission, please complete the following worksheet to outline the Action Goals for the EMPACC this year. Council will receive a copy for review.

Date: ____ / ____ / ____

For Fiscal Year 20__

Commissioners: _____

Council Liaison: _____

Staff Liaison: _____

What details are lacking within the City?
What themes are lacking within the City?
What capital projects are forthcoming?
What measured steps can the city take right now?

What locations are lacking public art?
What art forms are lacking within the City?
What art topics are lacking within the City?

What new public art ideas do you have for the City?
How can you increase public involvement?
How can you increase donor involvement?
How can you increase youth involvement?
How can you increase positive media attention?
How can you increase or enhance gathering places?

How does your plan add to the details of the City?
How does your plan add to themes within the City?
How does your plan improve capital projects in the City?
How does your plan increase measured steps in the City?
What locations will be impacted by public art?
What art forms will be involved?
What topics will be addressed?

What actions, though not feasible for this year, are included in the hopes and visions of the arts commission?

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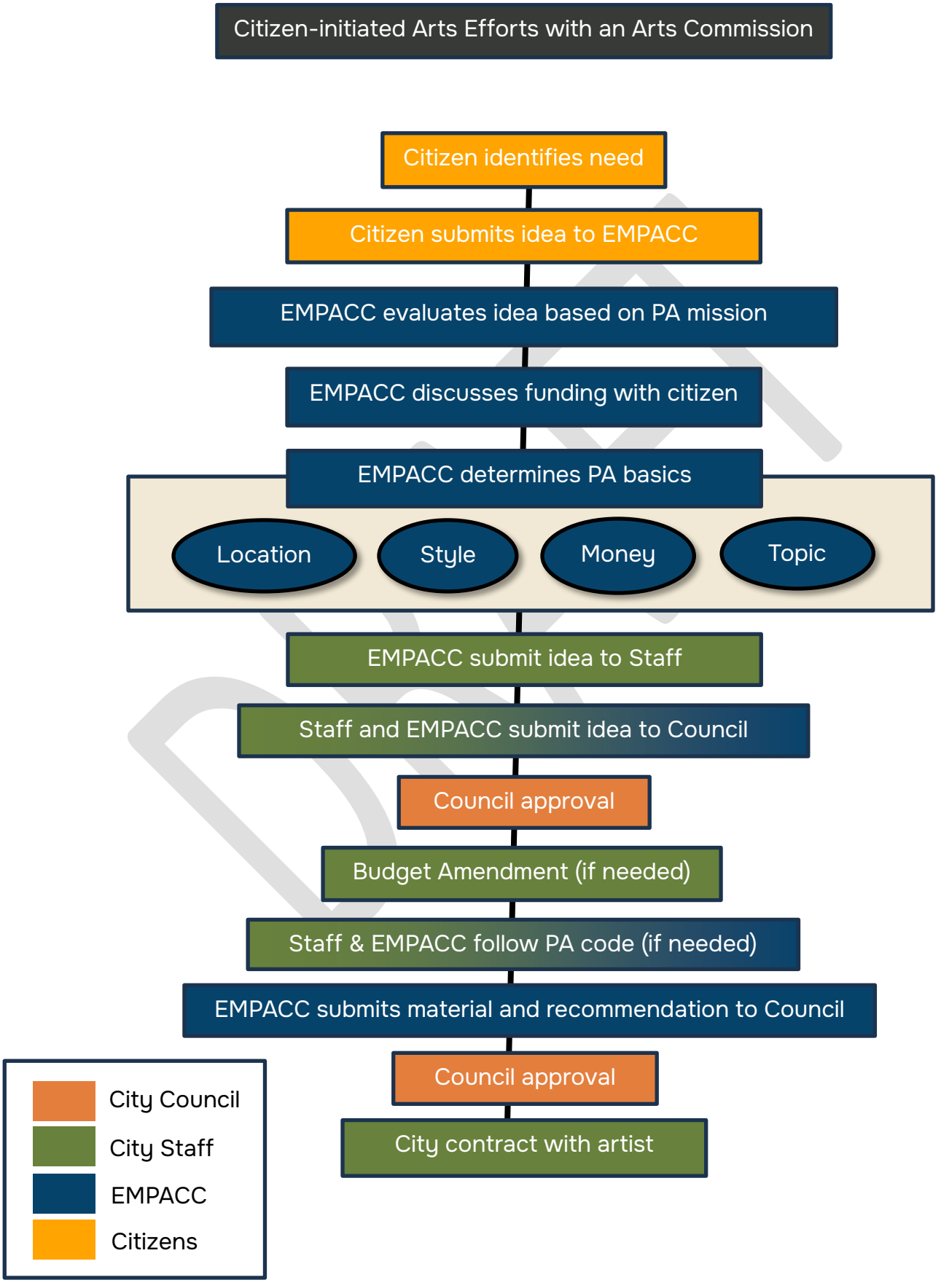
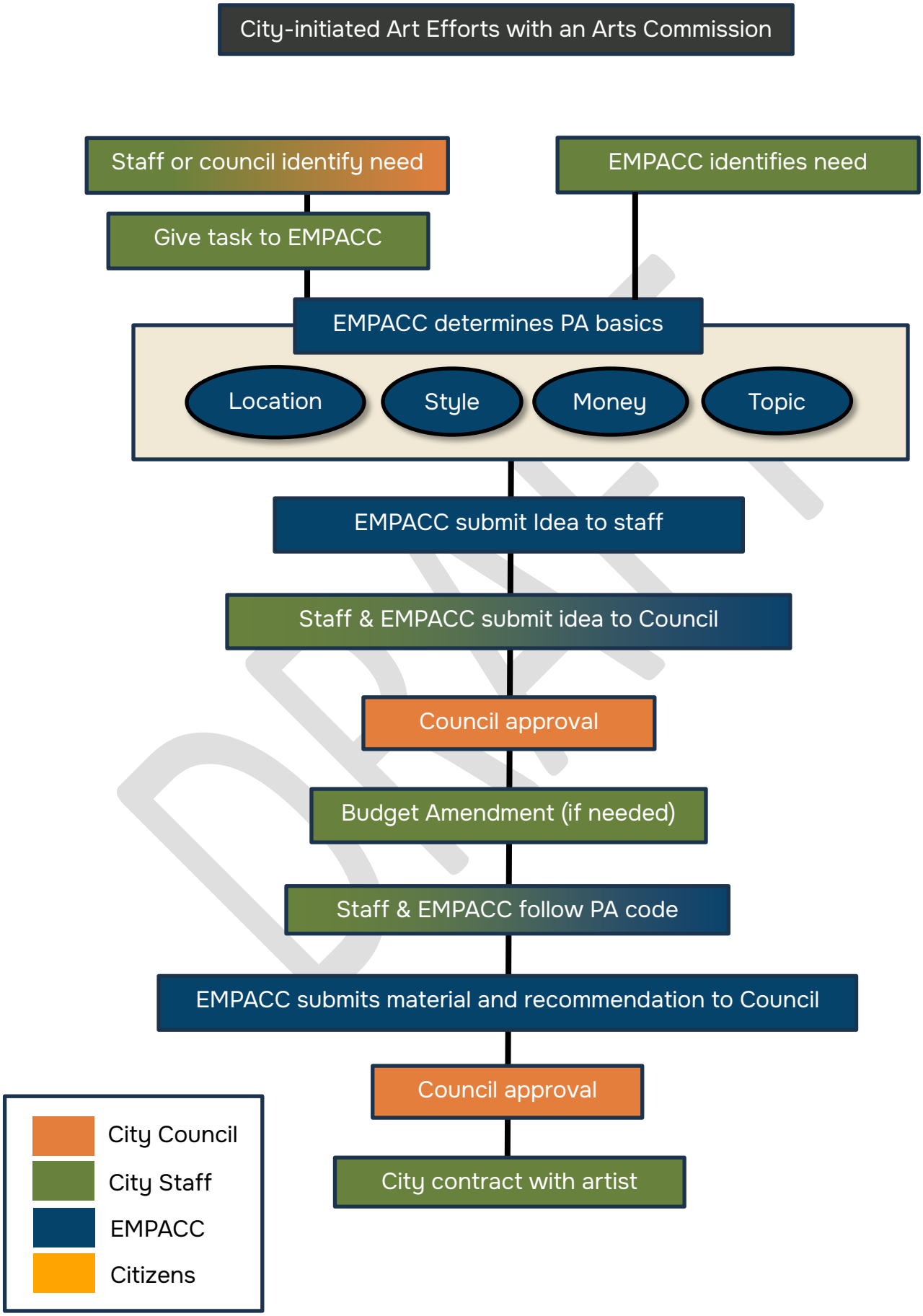
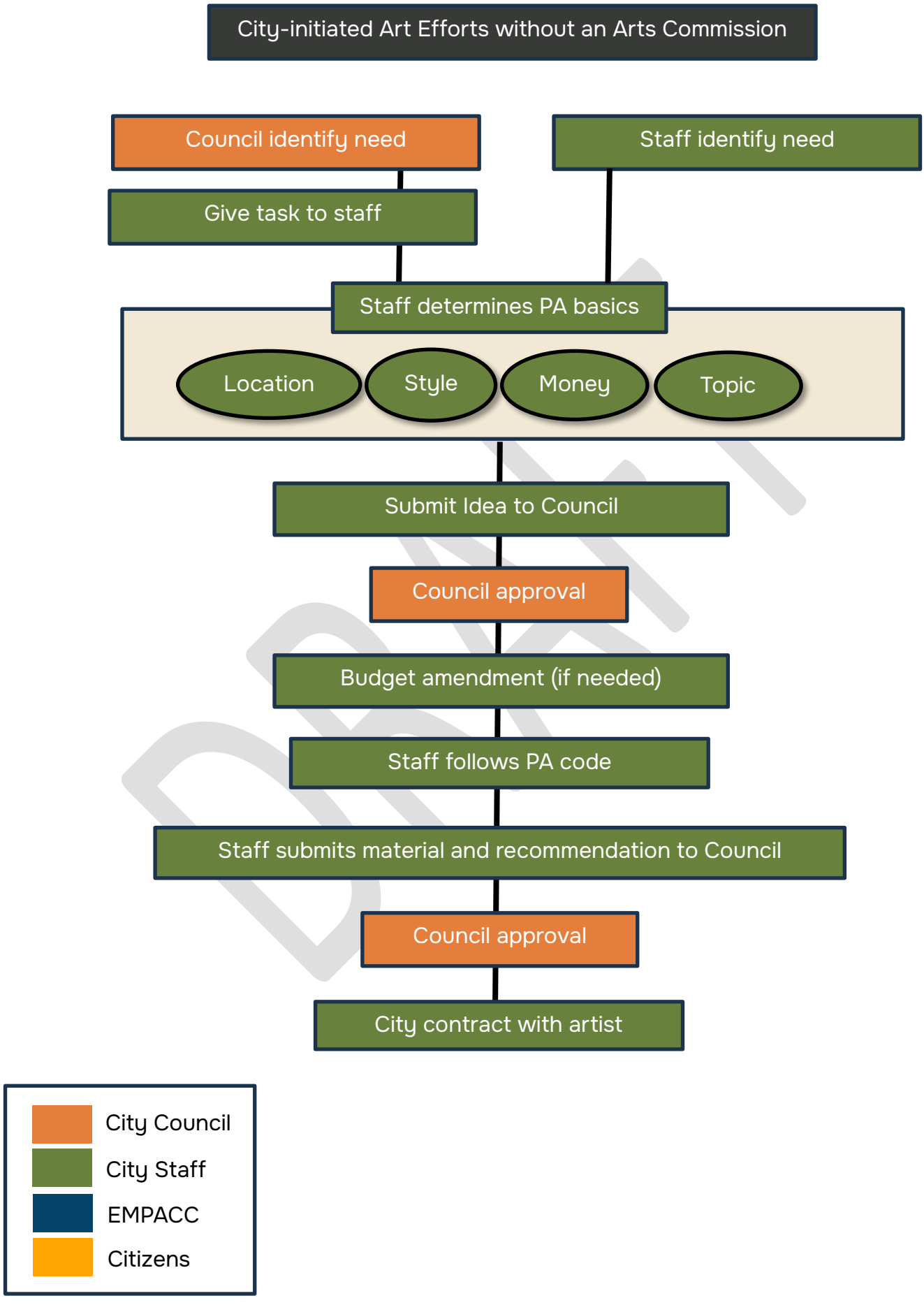
Appendix C. Public Art Process Visuals




City-initiated Art Efforts with an Arts Commission
Staff or council identify need
EMPACC identifies need
Give task to EMPACC
EMPACC determines PA basics
Location
Style
Money
Topic
EMPACC submit Idea to staff
Staff & EMPACC submit idea to Council
Council approval
Budget Amendment (if needed)
Staff & EMPACC follow PA code
EMPACC submits material and recommendation to Council
Council approval
City contract with artist
City Council
City Staff
EMPACC
Citizens

DRAFT


City-initiated Art Efforts without an Arts Commission
Council identify need
Staff identify need
Give task to staff
Staff determines PA basics
Location
Style
Money
Topic
Submit Idea to Council
Council approval
Budget amendment (if needed)
Staff follows PA code
Staff submits material and recommendation to Council
Council approval
City contract with artist
City Council
City Staff
EMPACC
Citizens

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Appendix D. Public Art Proposal Template

Brief Description of Proposed Project:

Location:
- Why does this location need art?
- Does the City own this land? If not, can a MOU be established with the landowner?

Form:
- What purpose does this art form serve for the community?
- Why was this art form selected?

Money:
- Find 3 similar items and the cost of it.
- Find anticipated maintenance costs.

Topic:
- Why is this topic impactful in the community?

Details:
- Will this project contribute to details in the City? If so, how?

Theme:
- Will this project be part of a theme? If so, which one?

Capital Project:
- Will this project be part of a capital project? If so, which one?

Measured steps:
- Will this project be considered a measured step? If so, how?

Gathering Place:
- Will this project contribute to the establishment or enhancement of a gathering place? If so, how?

Additional Information:
- What other information should be considered as part of this proposal?

Anticipated Outcome and Benefits:
- What are the anticipated outcomes of this project?
- What are the anticipated benefits of this project?

Additional Documentation:

DRAFT

Appendix E. Evaluation Criteria

The following evaluation criteria are recommended to be used in the processes proposed above.

EMPACC Evaluation Criteria of Citizen Idea

The EMPACC evaluates the public art idea based on the current public arts mission and goals.

- Does this project help fulfill the overall vision of the EMPACC?
- Does this project enhance or create a gathering space?
- Is the timing right for this project?
- Should the idea be disregarded, stored away for later, or added to a priority consideration list?
- How does this project involve and engage the public?
- Are there any outside donors tied to this project?

Staff Evaluation Criteria

- Will the location of this public art project create a safety hazard?
- Will the location of this public art project violate the clear vision triangle?
- Will the maintenance of this public art project create a financial burden for the City?
- Will the maintenance of this public art project create a personnel burden for the City?
- Does Staff have any concerns regarding this project?
- Does Staff give its recommendation in favor of the public art project?

DRAFT

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	Staff

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

PUBLIC HEARING
No

PREPARED BY
Natalie Winterton, Grants Coordinator/Management Analyst

PRESENTED BY
Natalie Winterton

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Affordable Housing Plan.

BACKGROUND:
In 2021, Eagle Mountain City began receiving RDA funds from economic development tax benefits. With 10% of these funds earmarked for affordable housing, the city recognized the need for a strategic plan. To ensure effective use of these resources, the City hired LRB in 2022 to identify the best affordable housing strategies for the community. The LRB report has been completed and Staff has included its own evaluation as an addendum, also for Council consideration. This item was tabled at the September 17, 2024 City Council meeting.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--Affordable Housing Plan
2. Affordable Housing Plan

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE EAGLE MOUNTAIN CITY AFFORDABLE HOUSING PLAN

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to adopt the Eagle Mountain City Affordable Housing Plan, as set forth in Exhibit A.

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

1. The Eagle Mountain City Affordable Housing Plan is hereby adopted, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

LRB PUBLIC FINANCE ADVISORS

EAGLE MOUNTAIN CITY, UTAH

HOUSING SUSTAINABILITY PLAN

JULY 2024

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS

FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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SECTION I: EXECUTIVE SUMMARY

As is the case for many municipalities in Utah, Eagle Mountain (the "City") is grappling with the challenge of housing sustainability. For much of its history, Eagle Mountain has served as an affordable option for prospective homeowners. A tremendous amount of new residential growth, among the very highest in the state, coupled with steadily rising home values and near-record mortgage interest rates, has resulted in a shift toward a level of inaccessibility for many prospective homeowners. Bolstered by a young and rapidly growing population, both from internal growth and new residents, there is abundant opportunity for the City to continue toward regional and statewide significance and provide a high quality of life for residents. The barrier to housing accessibility may pose one of the greatest challenges to the prosperity envisioned for the City. This stated, one of the City's primary objectives is to promote paths to homeownership, and this report is purposed to provide guidance toward strategizing methods to promote access to homeownership and assessing affordability targets.

Though affordability metrics are not the only method to assess need in this sphere, they can aid toward guiding the development of programs for particular groups. The principal existing issue with respect to affordability is the mismatch between the number of affordable single-family homes (defined at the high end as 30 percent of monthly gross income) and population groups by household income range. As modeled in **Section 5**, 48.5 percent of existing Eagle Mountain households could not afford to purchase a single-family home in the City. At present, 6,646 affordable units would be necessary to close this gap, increasing to 10,872 units by 2030.

A present barrier to affordability is a lack of diversity in the housing stock. 83.3 percent of parcels and 92.5 percent of residential land area is comprised of single-family residences. This concentration of single-family residential development has the potential to exclude both residents that do not need and cannot afford larger, detached homes. However, the City has some of the largest proportions of vacant land among its peers and other Wasatch Front municipalities, providing greater opportunity to combat the affordability crisis by implementing tools that promote home ownership.

In line with this objective to promote homeownership, recommended strategies in this report are focused in two directions: creating programs to assist prospective homebuyers and developing initiatives to broaden the available housing stock. In **Section 7**, an analysis of the uses of dedicated affordable housing funds from community reinvestment project areas toward homeownership programs is provided. In **Section 8**, LRB has reviewed existing City objectives and strategies, city council feedback, and local stakeholder engagement to provide five strategy recommendations toward improving housing affordability.

SECTION 2: DEMOGRAPHIC ANALYSIS

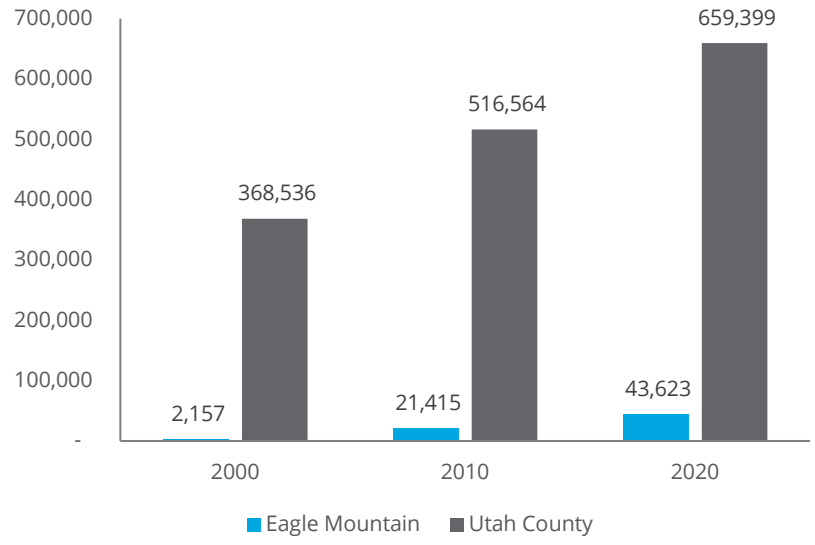
POPULATION CHARACTERISTICS

The US Census Bureau's Decennial Redistricting data ("DEC") show an annual average growth rate ("AAGR") for the City of 25.8 percent between 2000 and 2010 and 7.4 percent between 2010 and 2020. In terms of population, these percentages represent increases of 19,258 and 22,208 persons respectively. Among peer cities in Utah County (the "County"), the City experienced the second largest percent changes and absolute changes in population in both datasets. Peer cities were chosen principally on the basis of population, population growth, and proportions of undeveloped land. Most peer cities are similar to Eagle Mountain in terms of existing population, while some are more developed and have populations similar to those projected for the City in coming years. Additionally, cities exclusively in Utah County were chosen for comparison for their similar growth patterns and consistent availability of data. Between 2010 and 2020, the increase in population in the City comprised 15.55 percent of the overall increase in population for Utah County.

TABLE 2.1: COMPARISON CITY, COUNTY, AND STATE POPULATION & AAGR

	2000	2010	2000-2010 AAGR	2020	2010-2020 AAGR
American Fork	21,941	26,263	1.8%	33,337	2.4%
Eagle Mountain	**2,157**	**21,415**	**25.8%**	**43,623**	**7.4%**
Lehi	19,028	47,407	9.6%	75,907	4.8%
Orem	84,324	88,328	0.5%	98,129	1.1%
Provo	105,166	112,488	0.7%	115,162	0.2%
Saratoga Springs	1,003	17,781	33.3%	37,696	7.8%
Spanish Fork	20,246	34,691	5.5%	42,602	2.1%
Springville	20,424	29,466	3.7%	35,268	1.8%
Utah County	**368,536**	**516,564**	**3.4%**	**659,399**	**2.5%**
Utah	**2,233,169**	**2,763,885**	**2.2%**	**3,271,616**	**1.7%**

FIGURE 2.1: HISTORIC POPULATION



POPULATION STATISTICS 2010-2020

EAGLE MOUNTAIN
AVERAGE ANNUAL GROWTH = 7.37%
TOTAL INCREASE = 22,208
% OF COUNTY INCREASE = 15.55%

UTAH COUNTY
AVERAGE ANNUAL GROWTH = 2.47%
TOTAL INCREASE = 142,835
% OF STATE INCREASE = 28.13%

STATE OF UTAH
AVERAGE ANNUAL GROWTH = 1.70%
TOTAL INCREASE = 507,731

Based on a population projection derived from the Census Bureau's AAGR for the City between 2010 and 2020, the estimated

population for 2024 is 57,985. Extending the projection to 2030, the City's estimated population in that year is 88,861, representing an increase of 45,238 persons and placing it among the largest cities by population in Utah County and giving it narrowly the second largest absolute increase in population between Census years in the county.

TABLE 2.2: POPULATION PROJECTIONS – CENSUS DATA

	2020	2021	2022	2023	2024	2025
American Fork	33,337	34,142	34,966	35,810	36,674	37,559
Eagle Mountain	**43,623**	**46,840**	**50,294**	**54,003**	**57,985**	**62,261**
Lehi	75,907	79,566	83,401	87,421	91,634	96,051
Orem	98,129	99,167	100,216	101,276	102,347	103,430
Provo	115,162	115,433	115,704	115,977	116,249	116,523
Saratoga Springs	37,696	40,638	43,809	47,228	50,913	54,886
Spanish Fork	42,602	43,486	44,389	45,310	46,250	47,210
Springville	35,268	35,908	36,559	37,222	37,897	38,584
Utah County	**659,399**	**675,695**	**692,394**	**709,505**	**727,039**	**745,007**
Utah	**3,271,616**	**3,327,259**	**3,383,848**	**3,441,399**	**3,499,929**	**3,559,455**

TABLE 2.2: POPULATION PROJECTIONS – CENSUS DATA (CONT.)

	2026	2027	2028	2029	2030	AAGR
American Fork	38,466	39,394	40,345	41,319	42,316	2.4%
Eagle Mountain	**66,852**	**71,782**	**77,075**	**82,759**	**88,861**	**7.4%**
Lehi	100,681	105,533	110,620	115,952	121,541	4.8%
Orem	104,524	105,630	106,747	107,876	109,018	1.1%
Provo	116,797	117,072	117,347	117,623	117,900	0.2%
Saratoga Springs	59,170	63,787	68,765	74,131	79,916	7.8%
Spanish Fork	48,190	49,190	50,211	51,253	52,317	2.1%
Springville	39,284	39,997	40,722	41,460	42,212	1.8%
Utah County	**763,419**	**782,285**	**801,618**	**821,429**	**841,729**	**2.5%**
Utah	**3,619,993**	**3,681,561**	**3,744,176**	**3,807,855**	**3,872,618**	**1.7%**

Table 2.3 displays population projections for the City from the Eagle Mountain City Economic Development Master Plan, showing an AAGR of 6.3 percent and a population increase of 5,200 persons per year. These projections were based on the 2020 Census population estimate for the City and a review of building permits issued in recent years.

TABLE 2.3: POPULATION PROJECTIONS – ECONOMIC REPORT

2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
43,623	48,823	54,023	59,223	64,423	69,623	74,823	80,023	85,223	90,423	95,623

TABLE 2.3: POPULATION PROJECTIONS – ECONOMIC REPORT (CONT.)

2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	AAGR
100,823	106,023	111,223	116,423	121,623	126,823	132,023	137,223	142,423	147,623	6.3%

HOUSEHOLDS

The total number of households as of the most recent American Community Survey ("ACS"), an estimate covering the period between January 2018 and December 2022, is 10,896. This figure represents 5.8 percent of all households in Utah County. The average household size in the City is 4.23 persons, which is considerably higher than the value of 3.46 persons for the County.

TABLE 2.4: HOUSEHOLD CHARACTERISTICS

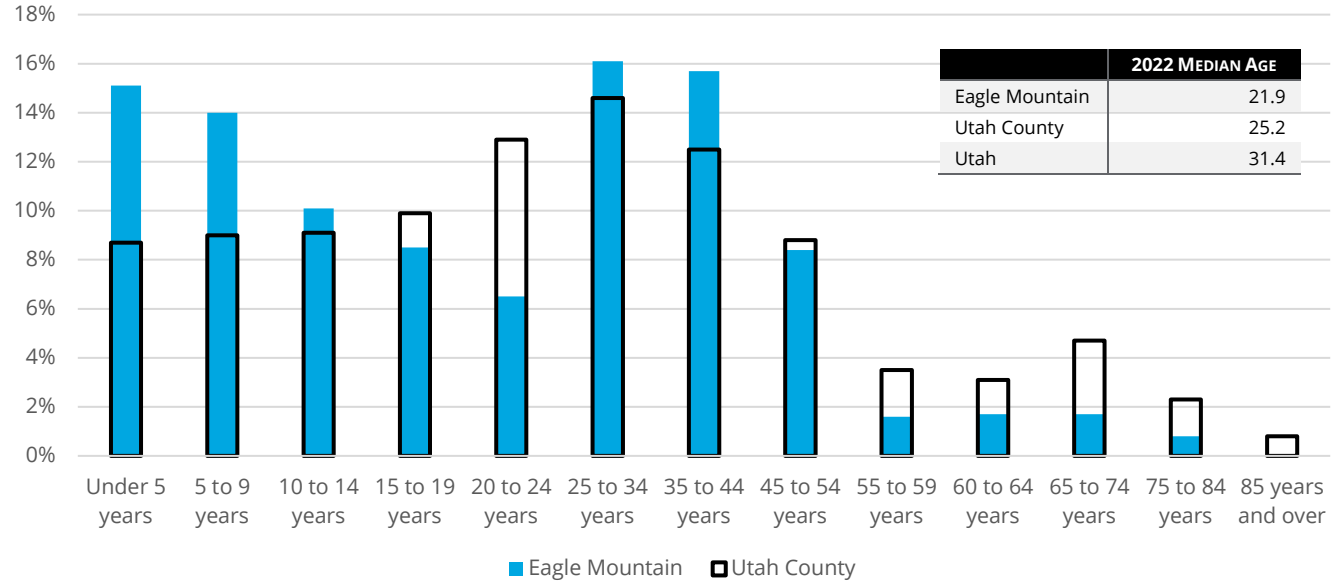
	TOTAL	MARRIED-COUPLE FAMILY HOUSEHOLD	MALE HOUSEHOLDER, NO SPOUSE PRESENT, FAMILY HOUSEHOLD	FEMALE HOUSEHOLDER, NO SPOUSE PRESENT, FAMILY HOUSEHOLD	NONFAMILY HOUSEHOLD
EAGLE MOUNTAIN					
Total households	10,896	9,119	470	594	713
Average household size	4.23	4.53	3.50	3.70	1.40
UTAH COUNTY					
Total households	187,171	130,297	7,638	13,567	35,669
Average household size	3.46	3.93	3.45	3.67	1.70

AGE

The distribution of population by age, irrespective of gender, varies heavily within some ranges between the City and the County. The median age in the city, at 21.9 years, is considerably lower than that of the County, at 25.2 years, and further the State of Utah at 31.4 years. Among particular age ranges, the City has proportions of nearly double that of the County for persons under 5 years of age and between 5 and 9 years. The opposite relationship is observed for people between 20 and 24 years of age, where the County's proportion of the population in that range is nearly double that for the City.

Though population projections in this report are not adjusted for distribution of persons by age, the comparatively great proportion of younger persons comprising the population of the City with respect to Utah County, paired with the relatively high typical household size in the City, suggests significant internal growth of future population and prospective homeowners. Additionally, a study by realtor.com [1] suggests that persons of the Generation Z demographic cohort both greatly desire homeownership and seek to live in suburban locales, indicated respectively by 72 percent and 49 percent of survey respondents.

FIGURE 2.2: AGE DISTRIBUTION AS % OF TOTAL



	2022 MEDIAN AGE
Eagle Mountain	21.9
Utah County	25.2
Utah	31.4

FIGURE 2.3: AGE DISTRIBUTION BY GENDER, EAGLE MOUNTAIN

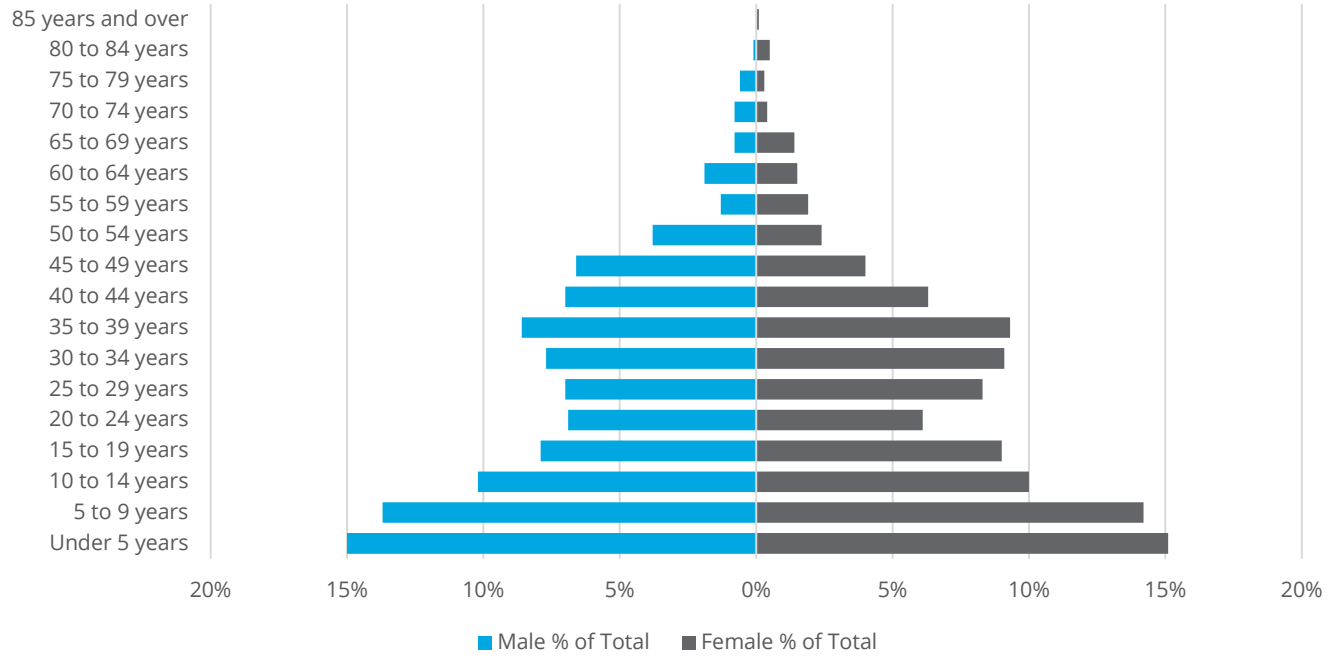
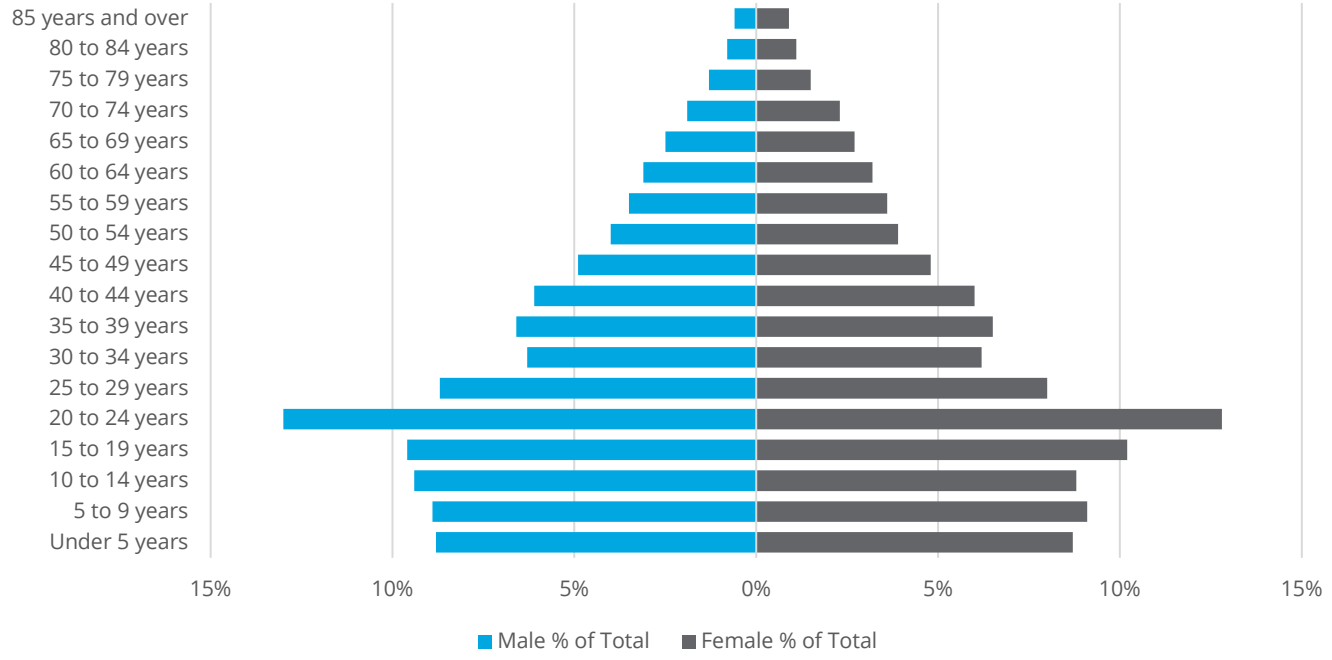


FIGURE 2.4: AGE DISTRIBUTION BY GENDER, UTAH COUNTY



INCOME

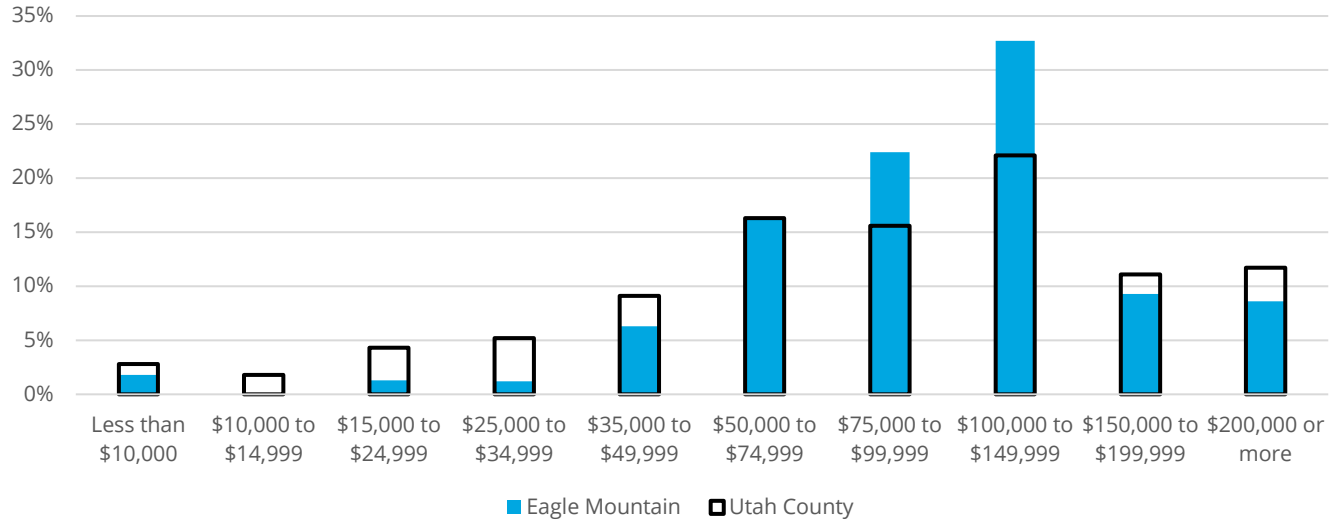
Distributions of population between income groups in the City are somewhat balanced, where 71.3 percent of households fall within the yearly income range of $50,000 to $149,000. The proportional variety of households by yearly income is less extreme in the City than in the County, as the proportion of households in the City with incomes under $50,000 and above $149,999 is less in each individual group than in the County. Additionally, median household income among all households in the City is greater than within the County, at respective values of $100,837 and $91,263. These

income figures represent pretax cash income of the householder and all other people 15 years and older in the household.

TABLE 2.3: INCOME CHARACTERISTICS

	EAGLE MOUNTAIN CITY, UTAH				UTAH COUNTY, UTAH			
	HOUSEHOLDS	FAMILIES	MARRIED-COUPLE FAMILIES	NONFAMILY HOUSEHOLDS	HOUSEHOLDS	FAMILIES	MARRIED-COUPLE FAMILIES	NONFAMILY HOUSEHOLDS
Total	**10,896**	**10,183**	**9,119**	**713**	**187,171**	**151,502**	**130,297**	**35,669**
Less than $10,000	1.8%	0.5%	0.0%	19.5%	2.8%	1.9%	1.2%	7.6%
$10,000 to $14,999	0.1%	0.1%	0.1%	0.0%	1.8%	1.2%	0.9%	5.0%
$15,000 to $24,999	1.3%	1.2%	1.3%	2.5%	4.3%	3.2%	2.5%	10.3%
$25,000 to $34,999	1.2%	1.3%	0.9%	5.2%	5.2%	3.9%	3.3%	11.0%
$35,000 to $49,999	6.3%	6.2%	5.8%	8.1%	9.1%	7.9%	6.7%	15.9%
$50,000 to $74,999	16.2%	17.9%	17.0%	11.2%	16.3%	15.8%	14.7%	19.7%
$75,000 to $99,999	22.4%	22.4%	21.6%	29.2%	15.6%	16.2%	16.6%	12.8%
$100,000 to $149,999	32.7%	33.0%	35.0%	10.8%	22.1%	24.4%	25.8%	10.8%
$150,000 to $199,999	9.3%	8.9%	9.3%	9.5%	11.1%	12.7%	13.8%	3.2%
$200,000 or more	8.6%	8.4%	9.0%	3.9%	11.7%	13.0%	14.5%	3.7%
Median income (dollars)	**100,837**	**100,378**	**103,274**	**$81,225**	**91,263**	**100,128**	**106,498**	**50,182**

FIGURE 2.5: HOUSEHOLD INCOME DISTRIBUTION



OCCUPANCY STATUS

Changes in occupancy distributions for the City over the decade are illustrated in **Table 3.1**. Between 2012 and 2022, the rate of owner occupancy increased by 0.7 percent. Among owner-occupant households, there was a notable shift from multifamily to single-family units. Where renter-occupied housing is typically concentrated more heavily among multifamily units, in the City these renter-occupied units are generally single-family homes, with a proportion of 66 percent, though this proportion has decreased from the 2012 figure of 72.2 percent.

TABLE 3.1: OCCUPANCY CHARACTERISTICS FOR EAGLE MOUNTAIN, 2012 AND 2022

	Eagle Mountain, 2012						Eagle Mountain, 2022					
	Owner Occupied		Renter Occupied		Total	% of Total	Owner Occupied		Renter Occupied		Total	% of Total
Single Family	3,970	89.3%	454	72.2%	4,420	87.1%	9,152	95.2%	841	66.0%	9,993	91.7%
2 to 4 Units	138	3.1%	-	0.0%	137	2.7%	59	0.6%	68	5.4%	127	1.2%
5 to 9 Units	4	0.1%	-	0.0%	5	0.1%	31	0.3%	148	11.6%	179	1.6%
10 or more Units	333	7.5%	175	27.8%	508	10.0%	376	3.9%	216	17.0%	592	5.4%
Mobile Home & Other	-	0.0%	-	0.0%	-	0.0%	5	0.1%	-	0.0%	5	0.0%
Total Units	**4,446**	**87.6%**	**629**	**12.4%**	**5,075**	**100.0%**	**9,623**	**88.3%**	**1,273**	**11.7%**	**10,896**	**100.0%**

Changes in occupancy distributions for the County over the decade are illustrated in **Table 3.2**. Between 2012 and 2022, the rate of owner occupancy increased by 0.1 percent. Among owner-occupant households, there was a slight shift from multifamily structures with more than 5 units, as well as mobile homes, toward single-family homes. Among renter-occupant households, the shift in distribution was inverted, as households shifted notably toward multifamily structures with 5 or more units.

TABLE 3.2: OCCUPANCY CHARACTERISTICS FOR UTAH COUNTY, 2012 AND 2022

	Utah County, 2012						Utah County, 2022					
	Owner Occupied		Renter Occupied		Total	% of Total	Owner Occupied		Renter Occupied		Total	% of Total
Single Family	90,462	93.5%	17,311	38.9%	107,775	76.3%	121,205	94.4%	21,529	36.7%	142,734	76.3%
2 to 4 Units	1,838	1.9%	10,591	23.8%	12,289	8.7%	2,369	1.9%	11,396	19.4%	13,765	7.3%
5 to 9 Units	871	0.9%	4,005	9.0%	4,803	3.4%	865	0.7%	5,794	9.9%	6,659	3.6%
10 or more Units	1,742	1.8%	11,971	26.9%	13,701	9.7%	2,115	1.6%	19,432	33.0%	21,547	11.5%
Mobile Home & Other	1,935	2.0%	668	1.5%	2,543	1.8%	1,814	1.4%	652	1.1%	2,466	1.3%
Total Units	**96,751**	**68.5%**	**44,501**	**31.5%**	**141,252**	**100.0%**	**128,368**	**68.6%**	**58,803**	**31.4%**	**187,171**	**100.0%**

HOME VALUES

Among comparison municipalities, the median market value for single-family homes in the City, as gathered from 2024 data from the Utah County Assessor's Office, lies within a typical range. For its location, market values in the City are considerably lower than those in Lehi and Saratoga Springs,

making for a more affordable option for those that wish to reside in the northern portion of the County.

TABLE 3.3: SINGLE-FAMILY HOME VALUES

CITY	UNITS	MEDIAN SFH MARKET VALUE	MEDIAN SFH TAXABLE VALUE
American Fork	7,908	$492,400	$271,645
Eagle Mountain	**12,762**	**$466,100**	**$256,933**
Lehi	17,961	$564,400	$311,355
Orem	16,869	$475,400	$262,185
Provo	14,828	$476,150	$263,505
Saratoga Springs	10,344	$551,150	$303,903
Spanish Fork	10,094	$461,550	$253,935
Springville	7,553	$464,400	$256,135
Utah County	**142,703**	**$516,900**	**$284,790**

Single-family home permitting data from the Ivory-Boyer Construction Database reveals an annual average growth rate for permit values of 5.5 percent from 2010 through 2023 (the last year of complete data at the time of this analysis). 2023 permit values in the City were among the lowest of the comparison cities. However, the annual average growth rate was the second highest among comparison cities and over a percent and a half higher than the average for Utah County. This trend suggests that permit values and home values will increase disproportionately to the County and most of the comparison municipalities and decrease existing levels of affordability relative to the County.

TABLE 3.4: BUILDING PERMIT VALUES

	2010	2011	2012	2013	2014	2015	2016
American Fork	$263,369	$237,652	$267,200	$261,268	$250,419	$281,463	$247,256
Eagle Mountain	**$161,528**	**$171,676**	**$173,418**	**$175,802**	**$198,098**	**$574,120**	**$196,918**
Lehi	$252,828	$254,090	$246,810	$269,653	$271,584	$282,386	$300,124
Orem	$267,238	$303,404	$295,311	$320,900	$328,216	$319,882	$391,841
Provo	$223,871	$230,576	$228,048	$184,324	$238,090	$246,492	$233,803
Saratoga Springs	$136,874	$141,411	$153,939	$180,778	$229,287	$238,482	$237,056
Spanish Fork	$237,655	$234,873	$236,265	$274,589	$302,056	$300,928	$287,672
Springville	$178,761	$187,939	$201,061	$187,659	$206,782	$275,426	$282,336
Utah County	**$224,741**	**$249,790**	**$240,425**	**$253,833**	**$272,550**	**$403,982**	**$281,887**

TABLE 3.4: BUILDING PERMIT VALUES (CONT.)

	2017	2018	2019	2020	2021	2022	2023	AAGR
American Fork	$260,276	$326,102	$369,495	$350,790	$356,169	$481,801	$526,121	5.47%
Eagle Mountain	**$221,163**	**$312,951**	**$280,161**	**$283,319**	**$280,145**	**$308,118**	**$324,000**	**5.50%**
Lehi	$324,636	$304,469	$328,333	$333,164	$354,659	$395,152	$345,307	2.43%
Orem	$400,921	$362,303	$347,694	$418,798	$466,548	$492,771	$572,766	6.04%
Provo	$236,223	$255,110	$236,729	$256,664	$277,381	$289,785	$245,971	0.73%
Saratoga Springs	$240,414	$234,442	$254,968	$256,266	$262,665	$277,597	$263,319	5.16%
Spanish Fork	$286,916	$295,778	$292,250	$296,032	$329,897	$377,004	$359,983	3.25%
Springville	$310,384	$325,100	$313,595	$291,275	$351,660	$385,664	$351,559	5.34%
Utah County	**$294,806**	**$310,510**	**$314,512**	**$313,280**	**$329,771**	**$387,459**	**$370,039**	**3.91%**

HOUSING STOCK VARIETY

Table 3.5 examines the distribution of all residential units by comparison municipality, as gathered from 2024 data from the Utah County Assessor's Office, to determine the variety of existing housing stock. Among the selected municipalities, the City has a relatively low amount of stock of multifamily

structures with more than 5 units, condos, and 2-plexes when adjusted for total unit count. Additionally, there are no multifamily structures comprising more than 49 units in the City and only one multifamily structure with between 5 and 49 units.

TABLE 3.5: HOUSING UNITS BY TYPE

	12-PLEX ON LOT	22-PLEX ON LOT	13-PLEX ON LOT	14-PLEX ON LOT	15-PLEX ON LOT	16-PLEX ON LOT	17-PLEX ON LOT	18-PLEX ON LOT	5-8 UNITS	9-19 UNITS	20-49 UNITS
American Fork	158	1	71	54	-	-	-	-	10	33	13
Eagle Mountain	**83**	**-**	**3**	**51**	**-**	**-**	**-**	**-**	**-**	**-**	**1**
Lehi	111	2	3	20	-	-	-	-	10	2	1
Orem	402	3	39	458	-	-	-	-	21	24	79
Provo	1,043	10	113	300	9	2	1	1	158	151	66
Saratoga Springs	-	-	-	-	-	-	-	-	-	-	-
Spanish Fork	142	6	4	58	-	-	-	-	12	5	4
Springville	188	2	14	71	-	-	-	-	13	19	2

TABLE 3.5: HOUSING UNITS BY TYPE (CONT.)

	50-99 UNITS	100+ UNITS	CONDO	DETACHED TWIN HOME	MANU FAC. HOME	MODULAR HOME	MULTIPLE RES	MULTIPLE UNIT MIX	SINGLE FAMILY RES	TOWN-HOME	TWIN HOME
American Fork	11	10	429	-	9	2	6	4	7,908	2,238	424
Eagle Mountain	**-**	**-**	**515**	**8**	**14**	**11**	**3**	**1**	**12,762**	**1,708**	**150**
Lehi	1	7	1,999	-	34	7	13	2	17,961	4,279	310
Orem	6	20	2,839	66	19	1	6	7	16,869	2,335	592
Provo	19	37	3,948	23	75	8	19	21	14,828	2,780	617
Saratoga Springs	-	2	1,176	4	-	2	2	-	10,344	3,027	422
Spanish Fork	4	-	198	1	34	3	17	4	10,094	2,172	542
Springville	1	4	842	3	18	1	21	9	7,553	457	706

SINGLE-FAMILY HOME CHARACTERISTICS

Table 3.6 displays values for the median year built and median floor area for all single-family units among the comparison municipalities. With respect to typical home age, the City matches closely with its nearby peers in Saratoga Springs and Lehi with a relatively recent median age of home, the most recent among all comparison municipalities. In terms of typical unit floor area, the City trends slightly smaller than its closest peers and matches consistently with the average for Utah County as a whole.

TABLE 3.6: SFH PHYSICAL CHARACTERISTICS

	UNITS	MEDIAN YEAR BUILT	MEDIAN FLOOR AREA (SQFT)
American Fork	7,908	1993	1,642
Eagle Mountain	**12,762**	**2016**	**1,898**
Lehi	17,961	2006	1,969
Orem	16,869	1978	1,426
Provo	14,828	1976	1,590
Saratoga Springs	10,344	2015	2,156
Spanish Fork	10,094	2001	1,670
Springville	7,553	1996	1,651
Utah County	**142,703**	**2001**	**1,822**

RESIDENTIAL LAND USE ANALYSIS

A critical element of community analysis with respect to housing affordability is an examination of the distribution of housing land uses. Using Utah County Assessor data from 2024, **Table 3.7** examines the land area in acres of each residential land use type among the comparison municipalities. Of these municipalities, the City has a relatively typical amount of land dedicated to single-family housing, as well as the lowest amount of land dedicated to multifamily housing.

TABLE 3.7: RESIDENTIAL LAND USE AREA (ACRES)

PROPERTY CLASS	AMERICAN FORK	EAGLE MOUNTAIN	LEHI	OREM	PROVO	SARATOGA SPRINGS	SPANISH FORK	SPRINGVILLE
SINGLE FAMILY								
Single Family Residential	2,186.1	**3,916.7**	5,310.3	4,347.0	4,209.3	2,480.4	3,896.7	2,734.2
Modular Home	1.0	**7.8**	2.4	0.2	2.1	6.5	5.9	0.2
Manufactured Home	7.2	**185.1**	17.9	4.6	25.1	-	265.8	13.8
Multiple Res	6.7	**3.9**	28.4	25.5	30.6	151.6	96.2	104.5
Single Family Subtotal	**2,201.0**	**4,113.5**	**5,359.1**	**4,377.2**	**4,267.1**	**2,638.4**	**4,264.6**	**2,852.8**
MULTIFAMILY								
1 2-plex on Lot	37.9	**29.7**	25.9	85.7	181.5	-	29.9	54.9
2 2-plex on Lot	0.4	**-**	0.8	1.9	2.2	-	2.7	0.7
1 3-plex on Lot	4.3	**0.2**	0.7	9.5	21.5	-	1.3	3.2
1 4-plex on Lot	11.5	**4.0**	5.1	111.7	48.2	-	15.2	21.1
1 5-plex on Lot	-	**-**	-	-	1.8	-	-	-
1 6-plex on Lot	-	**-**	-	-	0.5	-	-	-
1 7-plex on Lot	-	**-**	-	-	0.2	-	-	-
1 8-plex on Lot	-	**-**	-	-	0.2	-	-	-
Townhome	59.6	**55.1**	135.4	71.9	67.9	90.9	55.5	22.5
Condo	8.9	**15.8**	46.7	64.9	100.8	29.0	3.9	24.7
Twin Home	44.3	**5.5**	14.1	37.4	38.2	25.2	55.5	82.3
5-8 Units	3.8	**-**	4.9	7.0	38.3	-	4.6	5.1
9-19 Units	11.1	**-**	0.8	15.2	54.1	-	0.9	5.8
20-49 Units	27.1	**11.4**	2.9	34.4	56.0	-	6.5	0.6
50-99 Units	22.5	**-**	14.4	13.5	43.6	-	16.6	4.3
100+ Units	77.1	**-**	96.4	122.5	92.0	20.9	-	12.6
Multiple Unit Mix	3.8	**1.0**	2.5	2.9	4.3	-	1.4	3.2
Trailer Park	18.6	**-**	8.8	67.6	77.0	-	3.9	53.5
Detached Twin Home	-	**0.3**	-	3.7	1.0	0.2	0.2	0.3
Multifamily Subtotal	**331.0**	**122.9**	**359.5**	**649.7**	**829.4**	**166.1**	**198.1**	**294.8**
Total	**2,532.0**	**4,236.4**	**5,718.6**	**5,026.9**	**5,096.5**	**2,804.5**	**4,462.7**	**3,147.6**

Table 3.8 examines the same individual residential land uses as proportions of total residential land use. Of all comparison municipalities, the City, respectively, has the highest and lowest proportions of residential land use dedicated to single-family and multifamily parcels. Notably, within the single-family land use classification, parcels designated as *Single Family Residential* do not constitute the largest distribution of land among all comparison municipalities. Rather, the total single-family proportion is bolstered by a relatively very high level of single-family land being used for the *Manufactured Home* designation, describing a home fully assembled remotely and transported to a lot, at 4.4 percent. This is the second largest among all comparison municipalities, with the greatest proportion being 6 percent in Spanish Fork. The City also ranks highly among its peers in land dedicated to *Modular Homes*, a designation describing homes whose components are assembled remotely then transported to a lot for assembly.

As was examined earlier in this section, the City has no land dedicated to select multifamily parcel designations, namely structures with 5-19 units, structures with 50+ units, and trailer parks, that are more prolific in other comparison municipalities. Beyond the low proportion of land area utilized for multifamily parcel designations, the diversity of multifamily options is relatively low in the City. As an example, there are only 6 multifamily parcel types present in the City. This is comparable to nearby Saratoga Springs, where there are only four multifamily parcel types present, but disparate from municipalities like Orem, Provo, and Springville, where in each municipality there are 12 or more multifamily parcel types present.

TABLE 3.8: RESIDENTIAL LAND USE AREA (PERCENT)

PROPERTY CLASS	AMERICAN FORK	EAGLE MOUNTAIN	LEHI	OREM	PROVO	SARATOGA SPRINGS	SPANISH FORK	SPRINGVILLE
SINGLE FAMILY								
Single Family Residential	86.3%	**92.5%**	92.9%	86.5%	82.6%	88.4%	87.3%	86.9%
Modular Home	-	**0.2%**	-	-	-	0.2%	0.1%	-
Manufactured Home	0.3%	**4.4%**	0.3%	0.1%	0.5%	0.0%	6.0%	0.4%
Multiple Res	0.3%	**0.1%**	0.5%	0.5%	0.6%	5.4%	2.2%	3.3%
Single Family Total	**86.9%**	**97.1%**	**93.7%**	**87.1%**	**83.7%**	**94.1%**	**95.6%**	**90.6%**
MULTIFAMILY								
1 2-plex on Lot	1.5%	**0.7%**	0.5%	1.7%	3.6%	-	0.7%	1.7%
2 2-plex on Lot	-	**-**	-	-	-	-	0.1%	-
1 3-plex on Lot	0.2%	**-**	-	0.2%	0.4%	-	-	0.1%
1 4-plex on Lot	0.5%	**0.1%**	0.1%	2.2%	0.9%	-	0.3%	0.7%
1 5-plex on Lot	-	**-**	-	-	-	-	-	-
1 6-plex on Lot	-	**-**	-	-	-	-	-	-
1 7-plex on Lot	-	**-**	-	-	-	-	-	-
1 8-plex on Lot	-	**-**	-	-	-	-	-	-
Townhome	2.4%	**1.3%**	2.4%	1.4%	1.3%	3.2%	1.2%	0.7%
Condo	0.4%	**0.4%**	0.8%	1.3%	2.0%	1.0%	0.1%	0.8%
Twin Home	1.7%	**0.1%**	0.2%	0.7%	0.7%	0.9%	1.2%	2.6%
5-8 Units	0.2%	**-**	0.1%	0.1%	0.8%	-	0.1%	0.2%
9-19 Units	0.4%	**-**	-	0.3%	1.1%	-	-	0.2%
20-49 Units	1.1%	**0.3%**	0.1%	0.7%	1.1%	-	0.1%	-
50-99 Units	0.9%	**-**	0.3%	0.3%	0.9%	-	0.4%	0.1%
100+ Units	3.0%	**-**	1.7%	2.4%	1.8%	0.7%	-	0.4%
Multiple Unit Mix	0.2%	**-**	-	0.1%	0.1%	-	-	0.1%
Trailer Park	0.7%	**-**	0.2%	1.3%	1.5%	-	0.1%	1.7%
Detached Twin Home	-	**-**	-	0.1%	-	-	-	-
Multifamily Total	**13.1%**	**2.9%**	**6.3%**	**12.9%**	**16.3%**	**5.9%**	**4.4%**	**9.4%**
Total Acres	**2,532.0**	**4,236.4**	**5,718.6**	**5,026.9**	**5,096.5**	**2,804.5**	**4,462.7**	**3,147.6**

As will be examined further in the analysis of vacant land, the City utilizes a relatively very low proportion of its overall area for active land uses, specifically residential land use. Though a relatively typical total amount of area is used for residential uses among comparison municipalities, the City's overall land area is considerably greater than comparison cities and thus has a much lower residential proportion. Looking forward, however, a significant portion of land that is presently vacant, especially toward the western extremities of the City, has been designated in the Future Land Use & Transportation Map from the 2018 Eagle Mountain General Plan as future residential land.

TABLE 3.9: RESIDENTIAL LAND USE AREA COMPARISON (ACRES)

LAND USE TYPE	AMERICAN FORK	EAGLE MOUNTAIN	LEHI	OREM	PROVO	SARATOGA SPRINGS	SPANISH FORK	SPRINGVILLE
Single Family Residential	2,201.0	**4,113.5**	5,359.1	4,377.2	42,67.1	2,638.4	4,264.6	2,852.8
Multifamily Residential	331.0	**122.9**	359.5	649.7	829.4	166.1	198.1	294.8
Residential Total	**2,532.0**	**4,236.4**	**5,718.6**	**5,026.9**	**5,096.5**	**2,804.5**	**4,462.7**	**3,147.6**
All Land	7,267	**32,609**	19,673	11,932	28,283	14,994	10,855	9,295
Residential % of Total	**34.8%**	**13.0%**	**29.1%**	**42.1%**	**18.0%**	**18.7%**	**41.1%**	**33.9%**

VACANT LAND USE ANALYSIS

TABLE 3.10: VACANT LAND USE

VACANT LAND USES	AREA (ACRE)
Vacant Residential	12,401.3
Vacant Residential w/ Detached Structure	444.7
Vacant Commercial	2,554.1
Vacant Commercial w/ Detached Structure	8.5
Vacant Subdivided Lot	445.6
Vacant Subdivided Lot w/ Detached Structure	7.3
Vacant Subdivided Lot – Not Developed	0.3
Vacant Townhome Lot	7.9
Vacant Twin Lot	2.8
Vacant Apartment Lot	16.8
Vacant Land Total	**15,889.2**
All Land	32,609
Vacant % of Total	**48.7%**

An attribute that is particularly unique to the City, both among the comparison municipalities and all municipalities along the Wasatch Front, is the proportion of total municipal land presently designated as vacant. Where typical proportions of vacant land among Utah County municipalities range from between three and 30 percent, the City's value of 48.7 percent is considerably greater than typical.

By far the largest proportion of total vacant land is planned for residential use. The next largest dedication of vacant land, though by a large proportional distance, is purposed for commercial use.

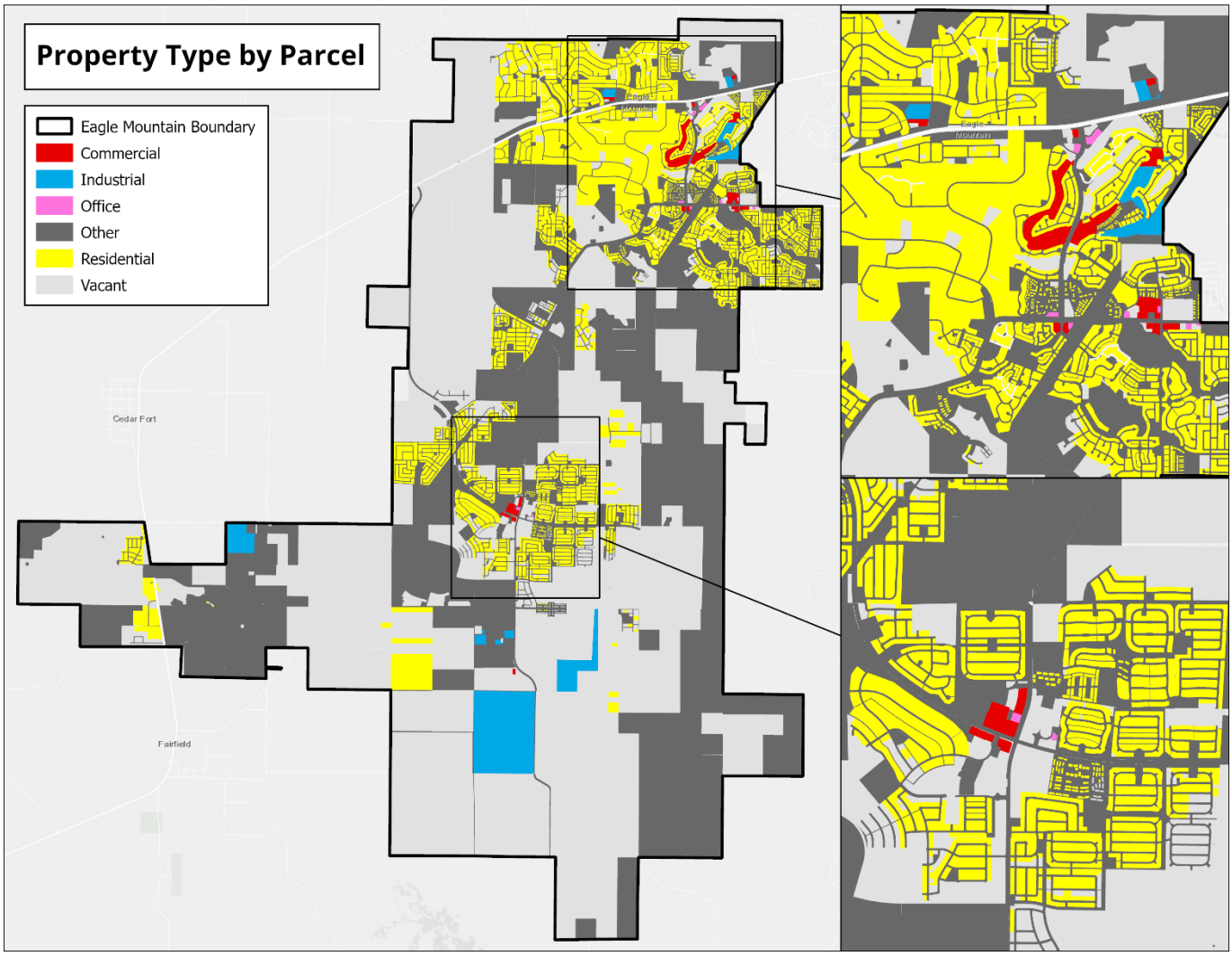
This high proportion of vacant land presents a rather unique opportunity for the City among its peers, many of which are near capacity in terms of developable land. While there are some areas within the City's limits that are less well-positioned for development due to geographic constraints or ownership by other government entities, more highly developable vacant land near the City Center and South Town is available in large quantities for the prospect of affordable residential development.

ZONING/RESIDENTIAL DENSITY ANALYSIS

An analysis of the geographic placement of residential areas with respect to parcel market value and nearby vacant land may provide some guidance in the determination of factors contributing to unaffordability and the path forward in terms of rezoning for greater residential densities and strategizing for the placement of future affordable housing.

Below, **Figures 3.1 and 3.2** display the distribution of parcels by property type and provide insight into the disparity of housing affordability by geographic location. Of note, parcels that do not fit into the mentioned property type categories and those without any property type information are included within the "other" category.

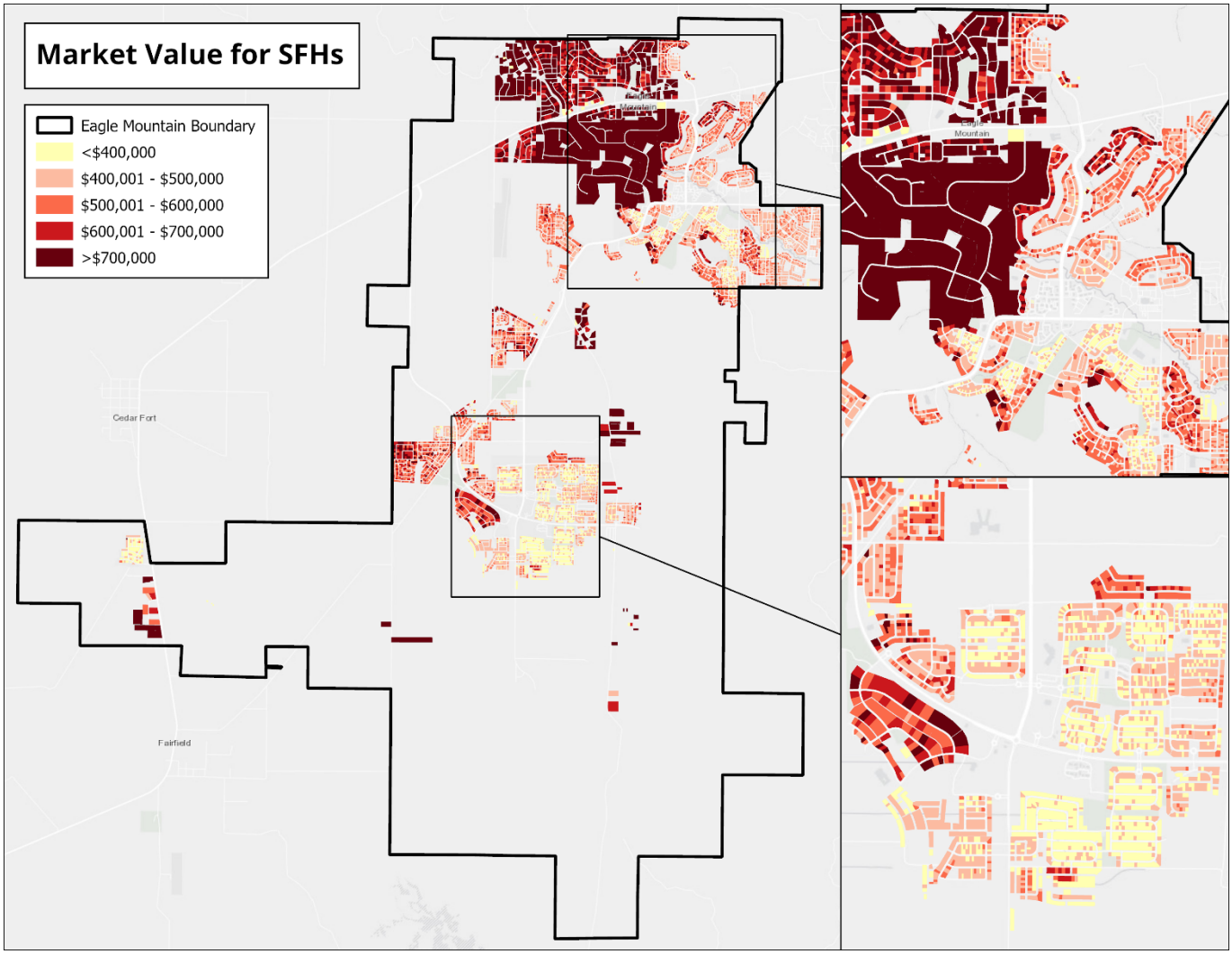
FIGURE 3.1: PROPERTY TYPE BY PARCEL



The principal geographic groupings for the vast majority of developed parcels in the City are between the northernmost areas, notated in the Future Land Use & Transportation Map as the North Benches and Ranches Gateway, and the central part of the City, notated as South Town. Distributions of single-family and multifamily parcels are approximately similar between these two areas. However, proportions of presently undeveloped or vacant land exist in far greater amounts in South Town than near the northern municipal boundary.

In the northern part of the City, north of the intersection of Pony Express Pkwy and Lake Mountain Rd, single-family parcels have a median market value of $486,300, while single-family parcels in the South Town area have a median value of $429,100. This disparity is likely to be explained by several factors. The elevated geography in the north of the City, located principally within a mountain pass, leads to generally more desirable scenic views on a parcel-by-parcel basis. Being positioned around the Cory B. Wride Memorial Hwy, residents in this area also have the added convenience of proximity to surrounding cities and Interstate 15. Additionally, certain neighborhoods are located near the Ranches Golf Club, likely contributing directly to elevated market values. In contrast, the South Town area is less intensely developed and lacks certain amenities afforded to residents to the north.

FIGURE 3.2: SINGLE FAMILY HOME MARKET VALUE BY PARCEL



If pursuing the development of affordable housing via rezoning or targeted incentives, it may be more effective for the City to focus efforts toward the South Town area, where affordability is naturally greater and vacant land is more plentiful. Though the Future Land Use & Transportation map notes the inclusion of high-density residential in South Town, a notable portion of these future zoned areas have already been developed for multifamily housing, and a considerable majority of land area in South Town remains planned for low residential densities.

SECTION 4: HOUSING AFFORDABILITY

For the determination of what constitutes affordability, the benchmark value of 30 percent of monthly gross income is set standard for the expected proportion of income set aside for housing, both for renter and owner households. As defined by the U.S. Department of Housing and Urban Development, a household is cost-burdened by housing costs when those costs exceed 30 percent of gross income. It should be noted that City staff are keenly aware of the issue of affordability, and the purpose of this section is to guide the development of future affordability benchmarks.

An analysis of affordability for renter households is of great importance, as obstacles to obtaining rental housing are generally considerably fewer and levels of affordability are generally higher compared to homeownership. For many, renting is a preliminary step to homeownership, and rental affordability is thus tied to the ability of prospective homeowners to work toward positioning themselves for the purchase of a home. Though cost breakdowns for rental housing are not available to the same extent as they are for owner-occupied homes, the relationship between typical household income and typical rent is presently sustainable in the City.

In line with the stated goal of the City to encourage homeownership for residents, examining present barriers to homeownership in terms of affordability is also critical, with a large majority of households in the City presently owning their home and most new residential construction being purpose-built for homeownership. Present conditions for home affordability in the City are troublesome, where well over half of the City's households would not be able to afford homeownership as new buyers.

AFFORDABILITY ANALYSIS – RENTAL

For renter households, who comprise over 11 percent of the City's total households, affordability issues are becoming more pronounced as construction material prices, inflation, and interest rates continue to transform housing prices. The analysis in **Table 4.1** examines affordability for renter households based on the relationship between typical rents and a representation of typical income for a family of 4 persons, modeled as 80 percent of median household income by municipality.

In Eagle Mountain, the relationship between median gross rent and the 80 percent value of median household income is relatively similar to those for other comparison municipalities. Though median gross rent in the City is the second highest among these municipalities, the City also has the third highest median household income.

American Community Survey data from 2022 reflects proportions of renter households that respectively spend less than and greater than 30 percent of their monthly incomes on rent costs. Somewhat distinct from the relationship between median gross rent and median household income in the City, the ACS reports that the proportion of renter households spending greater than 30 percent of monthly income on rent costs is the second lowest of all comparison municipalities.

TABLE 4.1: RENTAL AFFORDABILITY CHARACTERISTICS

	MEDIAN GROSS RENT	80% MEDIAN HOUSEHOLD INCOME	RENT TO MONTHLY INCOME	% RENTERS SPENDING <30% ON HOUSING	% RENTERS SPENDING >30% ON HOUSING
American Fork	$1,583	$72,392	26.2%	56.6%	43.4%
Eagle Mountain	**$1,740**	**$80,670**	**25.9%**	**58.6%**	**41.5%**
Lehi	$1,681	$93,794	21.5%	65.1%	34.9%
Orem	$1,290	$62,054	24.9%	53.8%	46.3%
Provo	$1,089	$46,354	28.2%	47.5%	52.5%
Saratoga Springs	$2,061	$93,604	26.4%	48.2%	51.8%
Spanish Fork	$1,308	$75,191	20.9%	54.4%	45.6%
Springville	$1,367	$67,759	24.2%	55.0%	45.1%
Utah County	**$1,330**	**$73,010**	**21.9%**	**53.1%**	**46.8%**

AFFORDABILITY ANALYSIS – HOME OWNERSHIP

By far the greatest proportion of households in Eagle Mountain are owner-occupants of single-family homes. From the last update of the Moderate-Income Housing element for the City's 2018 General Plan, characteristics of affordability have changed drastically for those looking to obtain homeownership. In addition to swelling home values both in the City and the County, interest rates for mortgages are reaching 20-year highs, resulting in a sustained lack of affordability for prospective first-time homeowners.

In **Table 4.2**, affordable home value ranges have been established for 10 income levels. These values have been generated through a mortgage payment calculation that reflects a 10 percent down payment, a loan length of 30 years (360 months), current property tax and home insurance rates, $300 for utility payments, and varying values for loan interest, as displayed further in the table.

TABLE 4.2: AFFORDABLE HOME PRICE RANGES BY INCOME CATEGORY

	HOME PRICE RANGE							
	4% INTEREST		5% INTEREST		6% INTEREST		7% INTEREST	
HOUSEHOLD INCOME RANGE	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
Less than $15,000	$0	$14,253	$0	$12,938	$0	$11,790	$0	$10,786
$15,000 to $24,999	$14,258	$61,781	$12,943	$56,080	$11,794	$51,102	$10,790	$46,751
$25,000 to $34,999	$61,785	$109,308	$56,085	$99,222	$51,106	$90,414	$46,755	$82,717
$35,000 to $49,999	$109,312	$180,598	$99,227	$163,935	$90,418	$149,382	$82,720	$136,665
$50,000 to $74,999	$180,603	$299,416	$163,940	$271,791	$149,386	$247,662	$136,668	$226,578
$75,000 to $99,999	$299,421	$418,234	$271,795	$379,646	$247,666	$345,942	$226,582	$316,491
$100,000 to $149,999	$418,239	$655,870	$379,650	$595,356	$345,946	$542,503	$316,495	$496,318
$150,000 to $199,999	$655,874	$893,505	$595,360	$811,066	$542,506	$739,063	$496,322	$676,145
$200,000 or more	$893,510		$811,070		$739,067		$676,148	

In **Table 4.3**, the same process as above is repeated for proportional categories of 2024 Area Median Income. As opposed to in **Table 4.1**, where median household income was derived from ACS data on the municipal level for the rental affordability analysis, median family income here is defined by HUD for the Provo-Orem metropolitan statistical area for a family of 4 persons, a value of $109,500 per year. This table represents a broader vision of affordability, especially with respect to in-migration within Utah County.

TABLE 4.3: AFFORDABLE HOME PRICE RANGE BY AMI CATEGORY

			HOME PRICE RANGE							
MEDIAN FAMILY INCOME RANGE			4% INTEREST		5% INTEREST		6% INTEREST		7% INTEREST	
	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH
<30% AMI	$0	$821	$0	$99,094	$0	$89,951	$0	$81,966	$0	$74,988
30% to 50% AMI	$821	$1,369	$99,094	$203,178	$89,951	$184,432	$81,966	$168,059	$74,988	$153,752
50% to 80% AMI	$1,369	$2,190	$203,178	$359,305	$184,432	$326,154	$168,059	$297,199	$153,752	$271,898

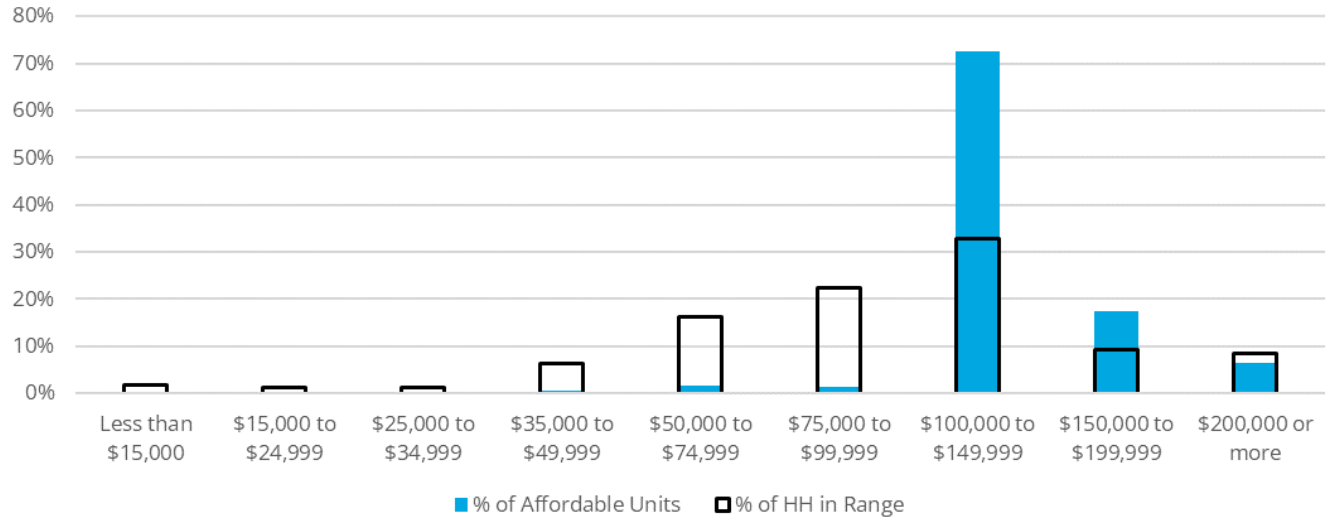
In **Table 4.4**, an analysis of affordability for homeowners was conducted that compares the affordable home price ranges for income distributions of Eagle Mountain households to the proportion of single-family units that lie within those affordability ranges, as determined by Utah County Assessor market value from 2024. Affordable home price ranges for this analysis were based on a 6 percent rate of interest on a mortgage.

This analysis reveals a considerable lack of affordability for households in the City with annual incomes of under $100,000. At present, a total of 453 units, comprising 3.5 percent of the City's total of 12,796 units, are affordable for any of the household income ranges under the value of $100,000. There is a heavy surplus of single-family units that are affordable to households in the $100,000 to $149,000, $150,000 to $199,000, and $200,000 or more income ranges, as these ranges represent 96.5 percent of single-family units but only 50.6 percent of households.

TABLE 4.4: AFFORDABLE UNIT ANALYSIS

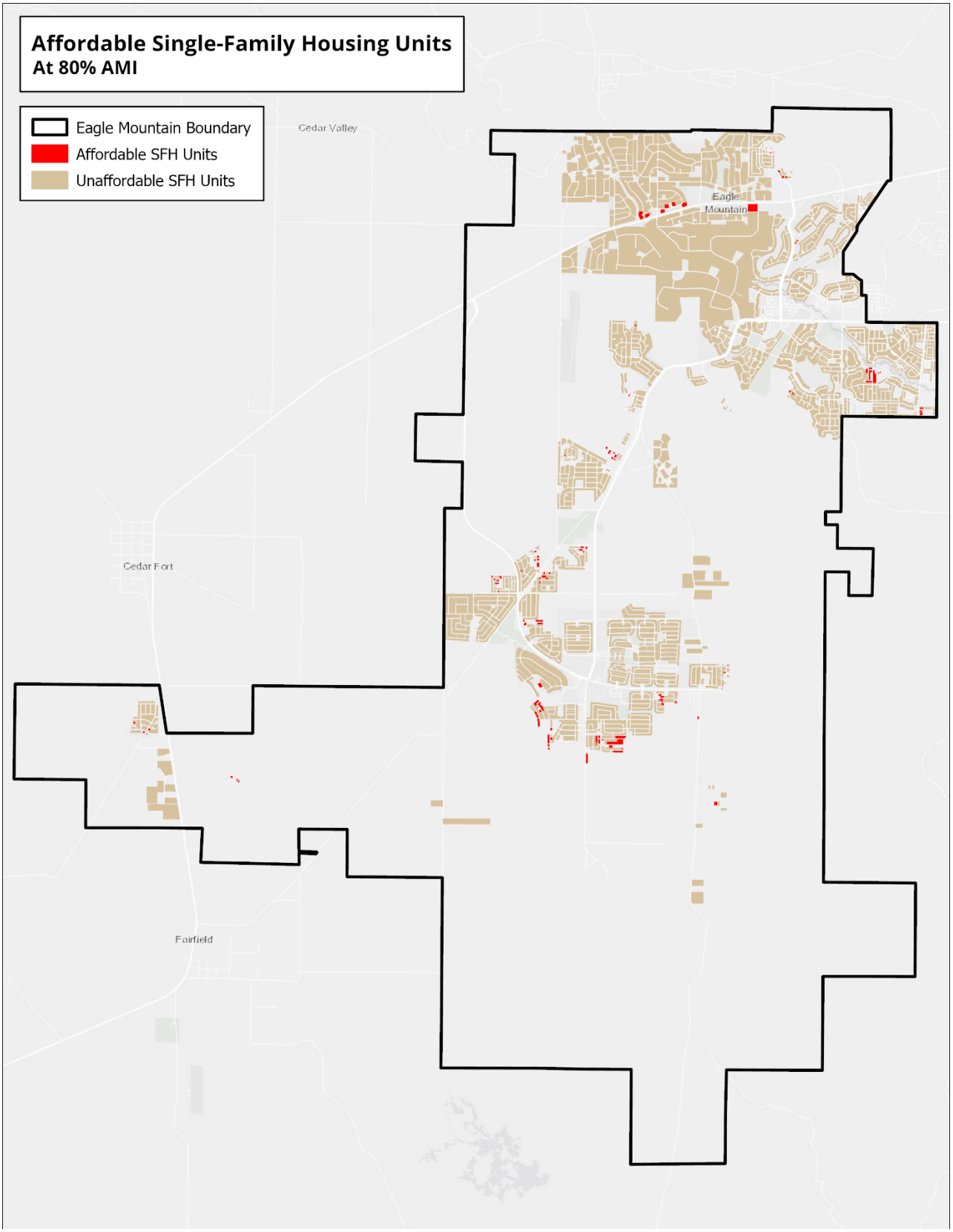
HOUSEHOLD INCOME RANGE	% OF HH IN RANGE	AFFORDABLE HOME PRICE RANGE	% OF AFFORDABLE UNITS	GAP
Less than $15,000	1.9%	$0 to $11,790	0.1%	1.8%
$15,000 to $24,999	1.3%	$11,794 to $51,102	0.0%	1.3%
$25,000 to $34,999	1.2%	$51,106 to $90,414	0.0%	1.2%
$35,000 to $49,999	6.3%	$90,418 to $149,382	0.5%	5.8%
$50,000 to $74,999	16.2%	$149,386 to $247,662	1.5%	14.7%
$75,000 to $99,999	22.4%	$247,666 to $345,942	1.5%	20.9%
$100,000 to $149,999	32.7%	$345,946 to $542,503	72.5%	-39.8%
$150,000 to $199,999	9.3%	$542,506 to $739,063	17.4%	-8.1%
$200,000 or more	8.6%	>$739,067	6.5%	2.1%

FIGURE 4.1: AFFORDABLE UNIT ANALYSIS CHART



On the following page, **Figure 4.2** provides an illustration of all single-family units in the City that delineates those that, respectively, are affordable and unaffordable for a family of 4 whose income is 80 percent of the metropolitan area's AMI. Of the 12,796 parcels visualized, 292 are affordable.

FIGURE 4.2: AFFORDABLE SFR UNITS AT 80% AMI



SECTION 5: FUTURE HOUSING NEEDS

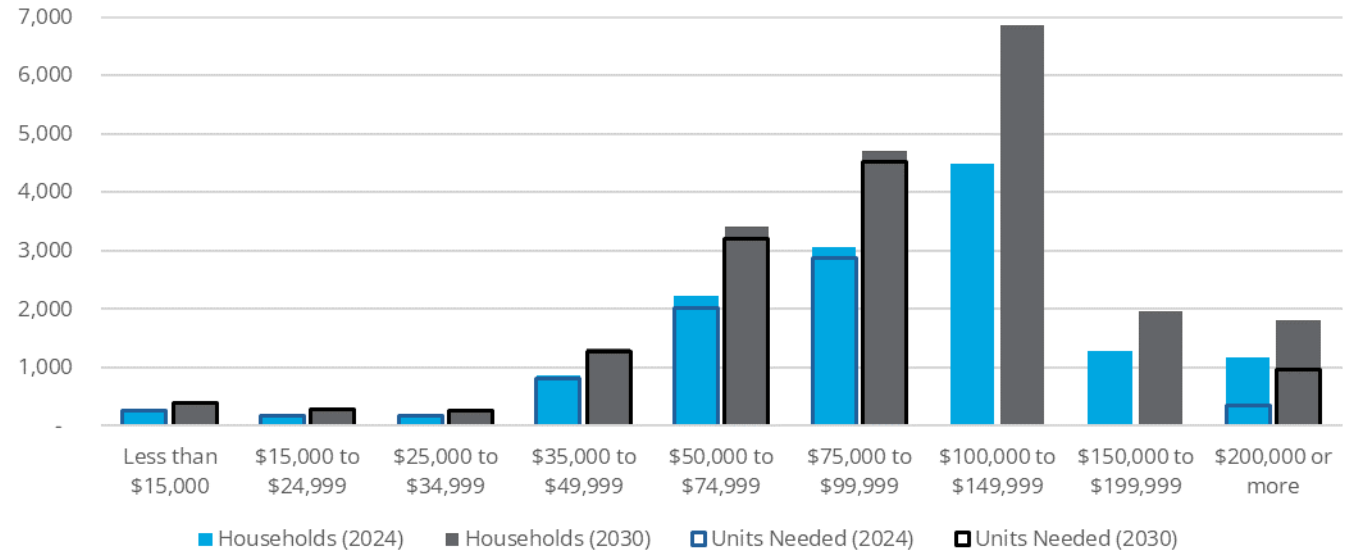
HOUSING NEEDS ANALYSIS AND PROJECTION

Based largely on the methodology utilized in **Section 4** to determine the proportion of existing units that are affordable to specific ranges of household income, this analysis uses that existing data in conjunction with projected population for 2030 to determine a combined count of affordable units needed by income category.

TABLE 5.1: FUTURE HOUSING NEEDS ANALYSIS

Household Income Range	Affordable Home Price Range	Affordable Units	Households (2024)	Units Needed (2024)	Households (2030)	Units Needed (2030)
Less than $15,000	$0 to $11,790	9	260	251	399	390
$15,000 to $24,999	$11,794 to $51,102	-	178	178	273	273
$25,000 to $34,999	$51,106 to $90,414	-	164	164	252	252
$35,000 to $49,999	$90,418 to $149,382	59	864	805	1,323	1,264
$50,000 to $74,999	$149,386 to $247,662	197	2,221	2,024	3,403	3,206
$75,000 to $99,999	$247,666 to $345,942	188	3,071	2,883	4,706	4,518
$100,000 to $149,999	$345,946 to $542,503	9,283	4,483	-	6,869	-
$150,000 to $199,999	$542,506 to $739,063	2,222	1,275	-	1,954	-
$200,000 or more	>$739,067	838	1,179	341	1,807	969
Total		**12,796**	**13,694**	**6,646**	**20,986**	**10,872**

FIGURE 5.1: FUTURE HOUSING NEEDS CHART



Projecting 2022 household income data to 2024, it was determined that 6,646 of 13,694 households, or 48.5 percent, in the City would not be able to afford a home with housing costs comprising less than 30 percent of monthly gross income. Based on the 2022 figure of 4.23 persons per household and an estimated 2030 population of 88,861 persons from the 2010 to 2020 Census AAGR, there will be an additional 7,292 households in the City by 2030. Distributing these additional households into current proportions of household income range and combining these with existing households that

lack affordable options provides a summary figure of 10,872 households with need for affordable housing by 2030.

A notable finding from this analysis is that the existing level of affordable housing stock for households in the income ranges of $100,000 to $149,999 and $150,000 to $199,999 is sufficient even for the projected number of households in those income ranges for 2030. By that year, there will remain a surplus of 2,682 affordable units among those ranges.

It should be noted that this future analysis is contingent upon the present ratio of single-family home market values to median household income. Data from the Federal Reserve Bank of St. Louis suggests that this ratio will continue to expand, as from 2010 to 2022 the AAGR for the S&P/Case-Shiller U.S. National Home Price Index was 5.7 percent, while the AAGR for national median household income during that period was only 1.2 percent. If these AAGRs were extended to this analysis, it is likely that the number of affordable units would shift to higher income ranges and necessitate the development of more affordable units than suggested here. In other words, home market values greatly outpacing the growth in household incomes will result in fewer affordable units for those households in the $100,000 to $149,999 income range and a greater overall demand for affordable housing.

SECTION 6: SWOT ANALYSIS

STAKEHOLDER OUTREACH FINDINGS

The stakeholder outreach portion of the process for developing this housing sustainability plan was principally comprised of phone call interviews with a variety of stakeholders invested in the managed growth of the City. 11 separate interviews were conducted, one via conference call, where 12 stakeholders responded to 11 questions. Comprising the group of stakeholders were seven community partners and five home developers. The first four of these questions were more generalized, inquiring about the City's strengths, weaknesses, opportunities, and threats ("SWOT") with respect to housing. The most frequent responses to those questions are outlined in **Table 6.5**, where responses are ordered from top to bottom in order of response frequency. The following seven questions were more pointed and, as such, were unable to be grouped where response detail was too great. Responses from stakeholders toward these questions were utilized to develop housing affordability strategies later in this document.

TABLE 6.5: STAKEHOLDER SWOT MATRIX

STRENGTHS	WEAKNESSES
▪ Land availability	▪ Council pushback
▪ Affordability	▪ Lack of affordability
▪ Transportation accessibility to Utah/Salt Lake Counties	▪ Resident pushback
▪ Opportunity for families	▪ Stringent development code
▪ Diversity	▪ Limited housing types
▪ Housing type variety	
OPPORTUNITIES	**THREATS**
▪ Land availability	▪ Resident pushback
▪ Changing development code	▪ Development code
▪ Increasing affordability	▪ Council pushback
▪ Continuing current diversity	▪ Interest rates
▪ Educating public on planning issues and mechanisms	▪ Inflation
▪ Commercial growth	

Responses to the SWOT line of questioning were generally consistent, with some responses being consistent among as many as five stakeholders. Responses to the inquiry on strengths were often found in kind in the inquiry on opportunities, and this relationship was similarly found between weaknesses and threats.

In terms of actionable measures, themes emerged from the SWOT inquiry that often made use of a combination of elements from all four segments. Stakeholders frequently referred to the great level of opportunity afforded to the City to make use of the large proportion of currently vacant land, a proportion that stakeholders noted as uncommon for a municipality in Utah County. It was frequently suggested that this vacant land, leveraged via principles of smart growth, was the single greatest strength for the City in attaining sustainable levels of housing affordability.

Responses by stakeholders with respect to weaknesses and threats found a nexus in a reoccurring concern toward the present development code, which stakeholders view as prohibitive in generating affordable, high-density housing through greatly restricting areas in which multifamily housing can

be built, and pushback from the council, who stakeholders view as uncooperative in the process of developing affordable housing and too influenced by the stake of community members that oppose high-density housing development.

STRATEGY VISIONING EXERCISE FINDINGS

In June 2023, LRB conducted a presentation of preliminary findings as detailed earlier in this report and solicited feedback from the Eagle Mountain City Council via a seven-question survey. Three council members completed this survey, and the results are summarized below. As with the stakeholder SWOT analysis, strengths, weaknesses, opportunities, and threats will be charted, with more detailed questions summarized after.

TABLE 6.6: CITY COUNCIL SWOT MATRIX

STRENGTHS	WEAKNESSES
▪ Significant undeveloped land	▪ Much of new housing stock is unaffordable
▪ Historically greater housing affordability	▪ Concern for increases in crime with affordable housing
▪ Affordable housing funding from the RDA	▪ Commuting times
▪ Large amount of vested unbuilt units	▪ Distance from retail and employment centers
	▪ Lack of sufficient transportation options
	▪ Council reluctance to approve multifamily housing
OPPORTUNITIES	**THREATS**
▪ First-time homeownership programs	▪ Interest rates driving affordability gaps
▪ Renovation assistance for homeowners	▪ Developers uninterested in producing affordability
▪ Attractive and positive implementation of affordable housing	▪ Conflating unaffordability with low-income
▪ Utilizing TIF affordable housing funds	▪ Unaffordability leading residents to rent
▪ Vested housing can be built without additional approvals	

Responding council members reflected a lack of unity in council vision and rising interest rates as barriers to housing affordability in the City. With respect to implementing strategies or programs to combat housing unaffordability, respondents made note of existing barriers to first-time homeownership, which some viewed as addressable through down payment assistance or interest buy down programs for homebuyers or mechanisms such as density transfers to enable the construction of smaller, more affordable homes.

In terms of actional support from local government, respondents felt that current methods have so far been ineffective, with one council member reflecting that existing City code acts as a barrier to affordable housing. Another council member suggested a more active level of involvement from the City in promoting assistive measures for homebuyers and partnering with developers to provide incentives to those dedicated to improving affordability.

SECTION 7: CRA HOUSING FUND ANALYSIS

By state statute (Utah Code 17C-5-307(3)), community reinvestment project areas subject to an interlocal agreement shall allocate at least 10 percent of project area funds for housing if the project area budget provides for more than $100,000 of funds distributed to the agency. In Eagle Mountain, four project areas are currently or will be classified under this designation and will produce affordable housing funds that may be able to be utilized in line with recommendations provided in this report. Utilizing these funds toward an effective end for prospective homebuyers is of key importance to the City. Under Utah Code 17C-1-412(1), affordable housing allocation in these areas is permitted for use in a variety of contexts. The full list of permitted uses follows.

(a) An agency shall use the agency's housing allocation to:

(i) pay part or all of the cost of land or construction of income targeted housing within the boundary of the agency, if practicable in a mixed income development or area;

(ii) pay part or all of the cost of rehabilitation of income targeted housing within the boundary of the agency;

(iii) lend, grant, or contribute money to a person, public entity, housing authority, private entity or business, or nonprofit corporation for income targeted housing within the boundary of the agency;

(iv) plan or otherwise promote income targeted housing within the boundary of the agency;

(v) pay part or all of the cost of land or installation, construction, or rehabilitation of any building, facility, structure, or other housing improvement, including infrastructure improvements, related to housing located in a project area where a board has determined that a development impediment exists;

(vi) replace housing units lost as a result of the project area development;

(vii) make payments on or establish a reserve fund for bonds issued by the agency, the community, or the housing authority that provides income targeted housing within the community; and all or part of the proceeds of which are used within the community for the purposes stated in Subsection (1)(a)(i), (ii), (iii), (iv), (v), or (vi);

(viii) if the community's fair share ratio at the time of the first adoption of the project area budget is at least 1.1 to 1.0, make payments on bonds that were previously issued by the agency, the community, or the housing authority that provides income targeted housing within the community; and all or part of the proceeds of which were used within the community for the purposes stated in Subsection (1)(a)(i), (ii), (iii), (iv), (v), or (vi);

(ix) relocate mobile home park residents displaced by project area development;

(x) subject to Subsection (7), transfer funds to a community that created the agency; or

(xi) pay for or make a contribution toward the acquisition, construction, or rehabilitation of housing that is located in the same county as the agency; is owned in whole or in part by, or is dedicated to supporting, a public nonprofit college or university; and only students of the relevant college or university, including the students' immediate families, occupy.

(b) As an alternative to the requirements of section (1)(a), an agency may pay all or any portion of the agency's housing allocation to:

(ii) a housing authority that provides income targeted housing within the community for use in providing income targeted housing within the community;

(iii) a housing authority established by the county in which the agency is located for providing income targeted housing within the county; permanent housing, permanent supportive housing, or a transitional facility, as defined in Section 35A-5-302, within the county; or homeless assistance within the county;

(iv) the Olene Walker Housing Loan Fund, established under Title 35A, Chapter 8, Part 5, Olene Walker Housing Loan Fund, for use in providing income targeted housing within the community;

(v) pay for or make a contribution toward the acquisition, construction, or rehabilitation of income targeted housing that is outside of the community if the housing is located along or near a major transit investment corridor that services the community and the related project has been approved by the community in which the housing is or will be located; or

(vi) pay for or make a contribution toward the expansion of child care facilities within the boundary of the agency, provided that any recipient of funds from the agency's housing allocation reports annually to the agency on how the funds were used.

FUNDING FORECAST

Forecasting for funds generated by CRA areas is done on a 20-year basis, where in each year the housing allocation is set at 10 percent of the *total property tax increment for budget* as notated in each CRA area's budget. The two active CRA areas managed by the Eagle Mountain Redevelopment Agency ("RDA") are the Sweet Water #1 CRA and the Pole Canyon CRA. Both areas were triggered in tax year 2021. An additional two planned CRA areas are utilized in this analysis, the Sweet Water #2 and #3 CRAs. As neither of these areas has yet begun to generate increment, an assumption of a trigger in tax year 2025 is included.

TABLE 7.1: CRA FUNDING FORECAST

AREA NAME	PAYMENT YEAR	2022	2023	2024	2025	2026	2027	2028	2029
	TAX YEAR	2021	2022	2023	2024	2025	2026	2027	2028
Sweet Water #1		$275,765	$725,343	$576,293	$534,053	$482,426	$430,799	$574,434	$528,691
Sweet Water #2		-	-	-	-	$445,365	$429,277	$397,102	$358,492
Sweet Water #3		-	-	-	-	$69,180	$123,564	$113,327	$102,450
Pole Canyon		$22,652	$32,123	$84,833	$82,458	$87,023	$84,430	$81,067	$76,980
Total		**$298,417**	**$757,466**	**$661,126**	**$616,511**	**$1,083,994**	**$1,068,070**	**$1,165,930**	**$1,066,613**

2030	2031	2032	2033	2034	2035	2036	2037	2038
2029	2030	2031	2032	2033	2034	2035	2036	2037
$574,434	$491,264	$445,521	$399,777	$574,434	$528,691	$491,264	$445,521	$574,434
$397,102	$319,882	$445,365	$429,277	$397,102	$358,492	$319,882	$445,365	$397,102
$113,327	$90,934	$83,896	$123,564	$113,327	$102,450	$90,934	$83,896	$113,327
$74,092	$72,795	$68,934	$80,764	$74,092	$72,885	$71,626	$70,493	$91,103
$1,158,955	**$974,875**	**$1,043,716**	**$1,033,382**	**$1,158,955**	**$1,062,518**	**$973,706**	**$1,045,275**	**$1,175,966**

2039	2040	2041	2042	2043	2044	2045	TOTAL
2038	2039	2040	2041	2042	2043	2044	
$528,691	$491,264	$491,264	-	-	-	-	$9,989,706
$358,492	$319,882	$445,365	$429,277	$397,102	$358,492	$319,882	$7,800,472
$102,450	$90,934	$83,896	$123,564	$113,327	$102,450	$90,934	$2,041,968
$88,443	$85,986	$83,633	-	-	-	-	$1,505,860
$1,078,076	**$988,066**	**$1,104,158**	**$552,841**	**$510,429**	**$460,942**	**$410,816**	**$21,338,006**

As displayed above, the total projected sum of generated increment funding for housing is $21,338,006. This amount is effectively segmented into three multi-year blocks, with the payment year periods 2022-2025 and 2042-2045 respectively averaging generated funding at $583,380 and $483,757. During the payment year period 2026-2041, an average of $1,066,841 is generated annually for a total sum of $17,069,458 over 16 years.

BENCHMARK ANALYSIS

The benchmark analysis is purposed to identify uses of redevelopment agency set aside for affordable housing in Utah and evaluate their effectiveness for potential eventual incorporation in the City. This section consists partially of the uses of set aside funds by municipalities that have incorporated the moderate-income housing Strategy P in their general plans, "demonstrating utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing." Additional potential uses, not presently administered by municipalities, are also included in the analysis.

Below, **Table 7.2** provides an overview of the analyzed programs, with additional details following.

TABLE 7.2: STRATEGY OVERVIEW

	DOWN PAYMENT ASSISTANCE			
SOURCE MUNICIPALITY	WEST JORDAN/OGDEN	SOUTH JORDAN	MIDVALE	MURRAY
Applicant Restrictions	HUD 80% AMI	HUD 80% AMI	HUD 80% AMI	HUD 120% AMI
Maximum Amount per Applicant (2023)	$10,000	$20,000	$25,000	$30,000
Maximum Amount per Applicant (2045)	$27,500	$37,500	$42,500	$47,500
Total Product Generated	**1,305**	**792**	**665**	**573**
	EMPLOYEE HOUSING ASSISTANCE			
SOURCE MUNICIPALITY	WEST VALLEY CITY	OGDEN	OGDEN	MIDVALE
Applicant Restrictions	Police	Public Employees	Police/Fire	Public Employees
Maximum Amount per Applicant (2023)	$10,000	$15,000	$20,000	$30,000
Maximum Amount per Applicant (2045)	$27,500	$32,500	$37,500	$47,500
Total Product Generated	**1,305**	**983**	**792**	**573**
	COMMUNITY LAND TRUST		RENT-TO-OWN	
SOURCE	UTAH COMMUNITY LAND TRUST		UTAH HOUSING CORPORATION	
Applicant Restrictions	Variable		HUD 60% AMI	
Total Product Generated	**77**		**57**	

ANALYSIS METHOD

In **Table 7.2**, for each example use, a "total product generated" figure was developed utilizing annual RDA housing increment income figures. The total for each strategy reflects a scenario in which 100 percent of annual funding is dedicated to that strategy alone. For the down payment assistance and employee housing assistance programs, the product generated is typically a term loan that is forgiven after a specific period of residence. For the community land trust and rent-to-own programs, the product generated is a home.

For the down payment assistance strategies, each drawn from an example municipality, yearly spots for assistance were determined by dividing annual RDA funding by the maximum assistance amount per applicant in that year. Any funds left over in one year are carried forward to the next. In this model, the yearly maximum assistance amount increases by a value of $2,500 every three years to account for rising home values. The employee housing assistance programs function precisely the same.

For the community land trust strategy, yearly homes available were determined by dividing annual RDA funding by the estimated median land market value for a single-family home in that year. Using 2023 parcel data that is utilized through this report, this value was $188,200. This value increases annually at a rate of four percent. Any funds left over in one year are carried forward to the next.

For the rent-to-own strategy, yearly homes available were determined by dividing annual RDA funding by the median single-family home total market value, which began at $486,600 for 2023. In the years following 2023, annual RDA funding is supplemented in this model by additional annual rental income from participating properties and leftover funds from the previous year.

DOWN PAYMENT ASSISTANCE

Down payment assistance is perhaps one of the most frequently utilized tools by municipalities to interact directly with prospective homebuyers and provide individual assistance. For this report, down payment assistance programs in five Utah municipalities were analyzed for their applicability in the City using RDA funds.

While some programs have individual distinctions, most are generally similar in their structure. A common theme is an income limit for applicants, set at 80 percent of AMI for all example programs except that of Murray, which is set at 120 percent of AMI. Additionally, most programs provide assistance in the form of forgivable loans, where an applicant must maintain ownership and occupancy of a home for a defined period (five or 10 years). In the event that ownership or occupancy is discontinued prior to the end of the term, a proportional payback is required. The Ogden program is an exception to this layout, where the aid is in the form of a zero-interest, deferred-payment loan. If ownership or occupancy is discontinued under this program, the full amount of assistance is due for repayment.

Most surveyed programs require that applicants be first-time homebuyers. However, the definition of "first-time" appears to be somewhat flexible. For example, in Murray, Midvale, and West Jordan it is defined by a period past previous homeownership, variably two or three years.

Additional applicant restrictions apply variably between programs. Some programs require a minimum credit score, set a maximum to liquid asset value available to applicants, or require a minimum amount put toward the purchase by the applicant. Eligible costs for program funds additionally vary from allowing only contributions toward down payment and closing costs to allowing for the aforementioned costs in addition to a mortgage insurance payment and interest rate buydowns. All programs set a maximum debt-to-income ratio for applicants, with independent requirements set for housing debt and for total debt.

EMPLOYEE HOUSING ASSISTANCE

In most cases, among the surveyed programs, employee housing assistance opportunities are administered in conjunction with down payment assistance programs and function very similarly. They are distinguished from these programs by additional applicant conditions and, often, additional availability of funding.

For the Ogden and Midvale programs, income restrictions apply to employees as they do to applicants for the standard down payment assistance program. For Midvale, to qualify for the elevated assistance amount under this program, applicants must have worked for a public entity within the city for at least one year. For Ogden, city employees and full-time K-12 schoolteachers or administrators are eligible for $5,000 beyond the typical down payment assistance maximum. Ogden City police officers and fire fighters are eligible for $10,000 beyond the typical maximum.

West Valley City operates an employee housing assistance program for police officers that is not associated with any other down payment assistance program and is funded through a special appropriation from the general fund. Two funding opportunities are available through this program. Officers may apply to receive $10,000 toward the purchase of a home, or they may apply to receive a stipend of $165 per month for five years while living in the city. Alternatively, officers may apply to receive both incentives, but they must agree to maintain both employment and residence within the city for a five-year period.

COMMUNITY LAND TRUST

The purpose of a community land trust program is to enable more affordable homeownership through cooperative ownership between an applicant and the administering entity. Background information for this program as used for reference in this report is provided by the Utah Community Land Trust ("UCLT"), which operates in Utah County. In this arrangement, an entity will purchase a home with the intent of maintaining ownership over its land. A program applicant will then be sold the home only at a significantly below-market rate.

When the homeowner decides to sell, the entity, through provisions provided in the ground lease, will be able to control the resale price so as to make the home affordable to the following buyer.

Additionally, the entity will be entitled to a majority of the appreciated value of the home upon a sale. This scenario is advantageous for both the administering entity and program participants, as the entity will receive equity that can aid toward sustaining and expanding the program and participants will pay discounted rates to own their home and realize equity upon sale.

Under the UCLT's program guidelines, participating homeowners are entitled to realize 1.5 percent per year of the appreciated value of the home, up to a maximum of 25 percent.

RENT-TO-OWN PROGRAM

The purpose of a rent-to-own program is to enable a progressive and more affordable path to homeownership through offering affordable rent to participants and the ability to apply appreciated value toward a home purchase. Background information for this program as used for reference in this report is provided by the Utah Housing Corporation with respect to its Credits-to-Own ("CROWN") program. In this arrangement, an entity will construct a home that is subject to a Low-Income Housing Tax Credit ("LIHTC") deed restriction that requires the home to be rented to low-income households for at least 15 years after the home is built.

After the 15-year period expires, the residing program participant would be eligible to purchase the home with the aid of equity that is provided proportionally to the participant based on the duration of the 15-year period in which they resided there. Upon a sale, the administering entity would be entitled to at least the initial appraised value of the home. This scenario is advantageous for both parties, as the entity receives back its initial investment and all rent payments that are made during the 15-year period and the participant will receive affordable rental rates and the potential of equity toward a home purchase.

APPLICABILITY IN EAGLE MOUNTAIN

To provide a background for the potential success of strategies utilizing the City's affordable housing allocation, LRB examined the projected impact of the down payment assistance strategy. This strategy was revealed by the benchmark analysis to provide the widest coverage of all examined and is additionally attractive for its flexibility in terms of modifications to eligibility conditions and assistance amounts. Working with housing gap data from **Section 4**, LRB analyzed the impact of down payment assistance disbursement on single-family home affordability in comparison to existing conditions. In order to generate a more reliable estimation of impact by income category based on available data, ranges are defined by ACS income categories rather than by Area Median Income percentages.

In **Table 7.3**, existing affordable units (see **Table 4.4** for existing units by category as a percentage of all units) are positioned beside hypothetical affordable unit counts for scenarios where, respectively, up to $10,000, $20,000, and $30,000 are offered for down payment assistance. To calculate these numbers, the same mortgage calculation figures from **Section 4** were utilized with exception to modifications to the down payment figure, which remains at 10 percent with the addition the varying assistance figures.

TABLE 7.3: AFFORDABLE UNITS SCENARIOS

RANGE	AFFORDABLE UNITS (EXISTING)	AFFORDABLE UNITS ($10K)	AFFORDABLE UNITS ($20K)	AFFORDABLE UNITS ($30K)
Less than $15,000	9	9	9	9
$15,000 to $24,999	0	0	0	0
$25,000 to $34,999	0	0	3	7
$35,000 to $49,999	59	99	133	187
$50,000 to $74,999	197	159	122	66
$75,000 to $99,999	188	325	579	952
Total	**453**	**592**	**846**	**1,221**

This analysis demonstrates the product of varying funding maximums for this program. Of note, the respective greatest counts of possible disbursements over the length of the current funding schedule (see **Table 7.2**) are 1,305 ($10k), 792 ($20k), and 573 ($30k). For this reason, with current funding, the expected impact in each scenario is maximized at these caps. However, any additional funding to this program would allow for totals closer to those in **Table 7.3**.

TABLE 7.4: HOUSING GAP IMPACT

	HOUSEHOLDS (2024)	GAP (EXISTING)	GAP ($10K)	GAP ($20K)	GAP ($30K)
Less than $15,000	260	251	251	251	251
$15,000 to $24,999	178	178	178	178	178
$25,000 to $34,999	164	164	164	161	157
$35,000 to $49,999	864	805	765	731	677
$50,000 to $74,999	2,221	2,024	2,062	2,099	2,155
$75,000 to $99,999	3,071	2,883	2,746	2,492	2,119
Total	**6,758**	**6,305**	**6,166**	**5,912**	**5,537**

Table 7.4 displays each unit count from **Table 7.3** applied to the existing count of households, showing in result the remaining affordable housing gap. Though in all scenarios the affordability gap remains significant, it decreases respectively by 2.2, 6.2, and 12.2 percent (as funding increases).

SECTION 8: HOUSING AFFORDABILITY STRATEGIES

The primary purpose and guiding directive in developing housing affordability strategies for the City is to suit actionable measures to the plan objectives as solidified in the Moderate-Income Housing section of the 2018 Eagle Mountain General Plan. The following four objectives have been identified in the General Plan and serve as the foundational strategies developed further in this plan.

Objective 1: Ensure affordable housing grows proportionally with normal development. While affordability is not currently a major concern, the lack of rental units may present a housing impediment to consumer choice.

Objective 2: Support affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles.

Objective 3: Provide the opportunity for affordable home ownership by offering a range of housing types, including attached dwellings, for purchase.

Objective 4: Provide desirable affordable housing options that integrate well into surrounding neighborhood contexts.

EXISTING HOUSING AFFORDABILITY STRATEGIES

Drawing from the 2023 Moderate Income Housing amendment to the 2018 Eagle Mountain General Plan, the following five strategies were gathered from Utah Code 10-9a-403(2)(b)(iii) in compliance with the overarching code's requirement for recommending moderate income housing strategies.

Strategy 1: Create, or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.

Strategy 2: Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.

Strategy 3: Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.

Strategy 4: Create a program to transfer development rights for moderate income housing.

Strategy 5: Demonstrate implementation of any program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

PROPOSED HOUSING AFFORDABILITY STRATEGIES

In addition to the above strategies selected by the City, LRB suggests the following strategies, following the City's objectives and existing strategies for moderate income housing and additionally reflecting feedback from the council and stakeholder outreach processes.

Strategy 1: Invest dedicated CRA affordable housing funds into a down payment assistance program for targeted-income households and City employees. This strategy is in line with the City's Strategies 2 and 5 and feedback from council members and a majority of stakeholders. This strategy presents additional opportunity for first-time homeownership and offers flexibility in its variable terms for program eligibility.

Strategy 2: Expand upon existing naturally affordable housing stock through the promotion of construction of modular and manufactured housing. This strategy is in line with the City's Objective 3. This strategy has the potential to deliver housing that is inherently more affordable for homebuyers and is more easily suited to current development standards and restrictions than other housing types.

Strategy 3: Partner with local nonprofit organizations to expand the range of deed-restricted housing reserved for targeted-income households. This strategy is in line with the City's Objective 2 and Strategy 5 and feedback from stakeholders. Alone or combined with other tools such as community land trusts or strategic transfers of development rights, this strategy works to reduce costs for homebuyers within certain income groups.

Strategy 4: Broaden the distribution of commercial areas within and nearby residential zones. This strategy is in line with feedback from council members and stakeholders and is reflective of existing land use plans as demonstrated in the City's Future Land Use & Transportation Map. This strategy has the potential to heighten affordability through decreasing transportation-related costs for all City residents and additionally reduces these costs more powerfully for those that would be employed in these areas.

Strategy 5: Offer modifications to development requirements, such as for setbacks and required parking, for developers setting aside a portion of housing for targeted-income groups or constructing accessory dwelling units. This strategy is in line with stakeholder feedback and is additionally reflective of the City's Strategy 1. This strategy targets a notable component of the eventual level of affordability of a home and can direct toward an increase in the housing stock available for certain income groups.

ECONOMIC DEVELOPMENT STRATEGIZING

Drawing from the Eagle Mountain Economic Development Master Plan, two existing issues are reflected in the plan that draw connections to concerns in this report for the future of affordable development: commuting time and housing affordability, both of which are interconnected.

Commuting distances and the scope of the employment pool for industries in Eagle Mountain are directly connected. Insufficient capacity, both with respect to housing affordability and job

opportunities, create gaps in employment saturation. As noted in **Section 4**, households earning under $100,000 annually face tremendous barriers to entry with respect to affordability. From the Plan, a difficulty arises in that service-based industries and industries with lower typical income levels can suffer from an insufficient employment pool. Due to Eagle Mountain's relative geographic isolation within the county, increasing commute times for those living outside City limits, the employment pool is more localized than in municipalities along the Interstate 15 corridor. Similarly, for those higher household income groups that are relatively more prolific in the City, oversaturation of higher-paying industries is also connected to commute times insofar as those residents will at times be forced to commute outside the City.

While oversaturation of higher-paying industries is more likely to be organically resolved through efforts to bolster economic development as outlined in the Plan, the lack of affordability for those in lower-paying industries is directly linked to the efforts in this report. Though all present and proposed strategies aim to generally increase affordability in the City, proposed **Strategy 4** is more precisely oriented toward the nexus of affordability and commuting logistics.

Found in this strategy is the impetus to develop mixed-use zones. Beyond improved housing affordability, seen naturally in multifamily residences compared to their single-family counterparts, collocation of housing within commercial and/or general employment zones ameliorates barriers attributed to present conditions with respect to commuting. Regarding commercial access, mixed-use zoning as implemented in other municipalities partially, and sometimes fully, eliminates concerns for nearby residents. Beyond the added benefits of reduced vehicle congestion and greater nearby commercial customer bases, residents without access to a vehicle are enabled the ability to seek nearby employment, and those with vehicles are able to reduce transportation-related costs that can otherwise be put toward housing expenses.

Of note, commercial zones are not the only feasible areas for the implementation of collocated denser housing. Targeted workforce housing in other employment zones retain the same benefit of reduced or eliminated transportation costs for residents that can be relegated toward housing.

GENERAL RECOMMENDATIONS

In summary, LRB recommends a broad and mixed use of both existing City strategies and additional strategies promoted in this report. We suggest that, with affordability conditions for potential homebuyers reaching critical lows in recent years, the City should emphasize the short-term implementation of homebuyer assistance programs so as to maximize impact and minimize waste of existing but unutilized funds.

In the longer term, LRB suggests that the City work progressively toward improving standards for zoning and development regulations that more soundly and deliberately promote the development of naturally more affordable housing. LRB finds that existing conditions with respect to available vacant land for housing provide tremendous capacity for strategic use toward an accessible and affordable option for new residents.

Section 9: EMC Staff Recommendations

This section was drafted as a staff response to the LRB Affordable Housing Report. Staff provides additional recommendations.

Background

In 2021, Eagle Mountain City began receiving RDA funds from economic development tax benefits. With 10% of these funds earmarked for affordable housing, the city recognized the need for a strategic plan. To ensure effective use of these resources, the City hired LRB in 2022 to identify the best affordable housing strategies for the community.

Also in 2022, the State of Utah introduced a moderate-income housing requirement of the General Plan, mandating cities to adopt at least five state-approved strategies to qualify for full transportation funding. While LRB conducted its assessment, the City Council set affordable housing priorities and selected the five required moderate-income housing strategies in November 2022.

While discussing the Council's desire for an Employee Mortgage Assistance Program in July 2024, the Council discussed a possible allocation of the RDA funds in the following manner: 50% to a mortgage assistance program, 25% to a revitalization grant program for homeowners facing hardships, and 25% to other affordable housing initiatives. The LRB report was later finalized in August 2024. This memo includes staff responses to the LRB recommended strategies and proposes additional strategies for Council consideration.

LRB Report Staff Assessment

The LRB study is now complete. It provided a lot of useful data and information for the City. The recently updated statistics paint a picture of the affordable housing situation in the City. The situation has likely slightly improved over the past two years, but the city is still facing a great challenge.

It is clear from the LRB report that Eagle Mountain is experiencing difficulties in the area of housing affordability. LRB also provided recommendations for how the City could address these problems. It is important to note that staff views LRB's strategies as a set of recommendations, and not a finalized plan. After careful review, staff concurs with several recommendations, while others may be more appropriate for future consideration.

- **Strategy 1**: "Invest dedicated CRA affordable housing funds into a down payment assistance program for targeted-income households and City employees. This strategy is in line with the City's Strategies 2 and 5 and feedback from council members and a majority of stakeholders. This strategy presents additional opportunity for first-time homeownership and offers flexibility in its variable terms for program eligibility."

Staff Response: This strategy is currently being implemented. Both staff and the City Council anticipate that it will effectively aid many families in their effort to move into homeownership.

- **Strategy 2**: "Expand upon existing naturally affordable housing stock through the promotion of construction of modular and manufactured housing. This strategy is in line with the City's Objective 3. This strategy has the potential to deliver housing that is inherently more affordable for homebuyers and is more easily suited to current development standards and restrictions than other housing types."

  Staff Response: This strategy presents a promising avenue for exploration. The Council has received presentations on modular and prefabricated housing in previous Council work sessions. Although this seems like a valuable method, it may not affect housing prices as much as anticipated. It may not affect housing prices generally, but it does add to the stock of more affordable housing. Further investigation into these options is recommended before committing substantial resources.

- **Strategy 3**: "Partner with local nonprofit organizations to expand the range of deed-restricted housing reserved for targeted-income households. This strategy is in line with the City's Objective 2 and Strategy 5 and feedback from stakeholders. Alone or combined with other tools such as community land trusts or strategic transfers of development rights, this strategy works to reduce costs for homebuyers within certain income groups."

  Staff Response: Partnering with local nonprofit organizations aligns with the Council's goal of fostering partnerships that efficiently serve Eagle Mountain residents. This strategy is worthy of exploration, as the right collaborations could significantly benefit the community. One potential partnership mentioned in by LRB is through a Community Land Trust. This has proven to be an effective method of promoting home ownership that would be easy to incorporate into the growth of Eagle Mountain.

- **Strategy 4**: "Broaden the distribution of commercial areas within and nearby residential zones. This strategy is in line with feedback from council members and stakeholders and is reflective of existing land use plans as demonstrated in the City's Future Land Use & Transportation Map. This strategy has the potential to heighten affordability through decreasing transportation-related costs for all City residents and additionally reduces these costs more powerfully for those that would be employed in these areas."

  Staff Response: This strategy represents efforts in which the City is already engaged. Distributing commercial areas among residential areas is already part of Eagle Mountain's zoning plans. Although LRB's recommendation is to increase those efforts, it might not be as effective as other efforts recommended in this document. According to LRB, the greater distribution of commercial areas would lead to decreased transportation costs. However, transportation costs are not likely to have a large effect on housing affordability. Also, in a city that is over 50 square

miles, slightly increased proximity to commercial zones may not actually bring many people closer to all their necessities.

- **Strategy 5**: "Offer modifications to development requirements, such as for setbacks and required parking, for developers setting aside a portion of housing for targeted-income groups or constructing accessory dwelling units. This strategy is in line with stakeholder feedback and is additionally reflective of the City's Strategy 1. This strategy targets a notable component of the eventual level of affordability of a home and can direct toward an increase in the housing stock available for certain income groups."

  Staff Response: Some aspects of what LRB outlined in this strategy represent interests of the Council. This includes encouraging developers to set aside a portion of housing for targeted income groups and supporting the creation of accessory dwelling units. However, some of this strategy, though useful in theory, do not align with Council's priorities such as reducing setbacks and required parking. Staff understands that Council already negotiates those concepts with developers for each Master Development Agreement that comes before the Council. It is not necessarily ideal to reduce those in the code when most of the city is part of a negotiated Master Development Agreement.

Staff Research

LRB's recommendations offer valuable insights for enhancing affordable housing in Eagle Mountain City. However, staff has conducted additional research, leading to the following suggestions for consideration:

1. **Financial Literacy Education**: Financial literacy is a critical barrier to homeownership, particularly for younger individuals. Insufficient knowledge can make the home-buying process daunting and increase vulnerability to exploitation by brokers or lenders. Implementing educational programs to address this gap is recommended.
2. **Encouraging Innovative Solutions**: Developers often propose creative approaches to integrating affordable housing into their projects, but city restrictions and the costs associated with master plan presentations can inhibit these efforts. Reducing these barriers could incentivize more innovative discussions and solutions. This could include developer/staff/council luncheons, reduced requirements for a first draft, or a bonus creativity round of review.
3. **Senior Housing**: Although the current senior population in Eagle Mountain is relatively small, it is anticipated to grow over time. To support a multigenerational community, the city should collaborate with relevant organizations to develop affordable senior housing options.
4. **Blight Prevention**: Blight is a concern that, while not currently significant, could become an issue as the community ages. Addressing this early through affordable housing initiatives will help maintain the city's quality of life. A revitalization grant program is one way that the City can prevent blight.

5. **Creation of "Faux" Naturally Occurring Affordable Housing**: The City could consider purchasing properties to rent at affordable rates. This strategy would not only generate income to support other affordable housing efforts but also provide renters with a pathway to homeownership, thereby contributing to overall community stability. It could also become a rent-to-own program, streamlining the connection from renting to owning. The City could also purchase properties to resell with a deed restriction in order to ensure that the house continues to be affordable for generations to come. This strategy would allow the City to spread its affordable housing units across the community, promoting upward mobility.
6. **ADU Facilitation**: The City has already chosen to help reduce barriers to establishing ADUs in the City through the MIH strategies. If desired, the City may choose to help establish the needed infrastructure for ADUs as well. For example, this could be through a grant or service program that aids homeowners in obtaining a separate entrance for the ADU.

These recommendations, in conjunction with the LRB report, are intended to guide the City's efforts in fostering a diverse, sustainable, and inclusive community through strategic use of RDA funds.

Overall Recommendations

Staff recommends that a well-rounded approach to increasing affordable housing in Eagle Mountain would include the following strategies from both LRB's and Staff's research in addition to the five adopted MIH strategies:

- LRB Recommendation 1: Establishing a mortgage assistance program for prospective homeowners (already in progress).
- LRB Recommendation 3: Partner with nonprofits to establish more deed-restricted housing.
- LRB Recommendation 5: Offer modifications to development requirements, such as for setbacks and required parking, for developers setting aside a portion of housing for targeted-income groups or constructing accessory dwelling units.
- Staff Recommendation 1: Creating a financial literacy course for those seeking to navigate the journey to homeownership.
- Staff Recommendation 2: Working with developers to explore innovative solutions to affordable housing.
- Staff Recommendation 3: Encouraging the creation of senior housing.
- Staff Recommendation 4: Forming a blight prevention program for existing homeowners.
- Staff Recommendation 5: Creating "faux" naturally occurring affordable housing to provide affordable rentals for those saving up for homeownership.
- Staff Recommendation 6: Creating a program to aid homeowners in the construction of necessary components to establish a new ADU.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Declaring Surplus Property - Fleet Vehicles.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING
No

PREPARED BY
Julie Bencomo, Administrative Assistant

PRESENTED BY
Jeff Weber

RECOMMENDATION:
Staff recommends the City Council approve a resolution of Eagle Mountain City, Utah, declaring surplus property.

BACKGROUND:
The list of fleet vehicles recommended for surplus is part of the 5-year replacement program. Five replacement vehicles were purchased during FY23-24. The remaining five replacement vehicles will be purchased during FY24-25.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. RES--Surplus Property - Fleet Vehicles
2. FY24-25 Fleet Surplus

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, DECLARING SURPLUS PROPERTY *(FLEET VEHICLES)*

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Section 3.25.010 Disposal of Surplus Personal Property describes the requirement for disposal of surplus property; and

WHEREAS, in accordance with Eagle Mountain Municipal Code, it has been determined by the City Manager that the vehicles described in Exhibit A are surplus and are no longer needed by any City departments; and

WHEREAS, Eagle Mountain City desires to dispose of the vehicles.

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

1. The vehicles more specifically described in Exhibit A are hereby declared surplus property.

2. The value of the vehicles may be determined by one or more of the following methods to determine the highest and best economic return to the City:

    a. Advertised competitive bid;

    b. Evaluation by a qualified and disinterested appraiser;

    c. Other professional publication or valuation service; or

    d. An informal market survey by the City Manager or designee.

3. Any monetary proceeds from the sale of the vehicles will be credited to the General Fund.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

Vehicle Number	Department	Year	Make	Model	Mileage
0098	012: STREETS	2017	Ford	F-350	58282.00
0099	014: WATER	2017	Ford	F-350	74993.00
0100	011: STORM DRAIN	2017	Ford	F-350	90614.00
0101	002: BUILDING	2018	Ford	F-150	47335.00
0102	017: FLEET	2018	Ford	F-150	66840.00
0103	002: BUILDING	2018	Ford	F-150	48528.00
0104	007: PARKS	2018	Ford	F-150	72109.00
0105	007: PARKS	2018	Ford	F-150	68663.00
0106	004: ENGINEERING	2018	Ford	F-150	87810.00
0111	010: SEWER	2018	Ford	F-150	56587.00

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adjusting the Boundary Line of Certain Real Property From the Geographical Boundaries of the Town of Cedar Fort to the Geographical Boundaries of Eagle Mountain City.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	Oquirrh Wood Ranch, LLC

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	120 Acres

PUBLIC HEARING
Yes

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Adjusting the Boundary Line of Certain Real Property From the Geographical Boundaries of the Town of Cedar Fort to the Geographical Boundaries of Eagle Mountain City.

BACKGROUND:
Oquirrh Wood Ranch owns 120 acres of land on 2 parcels directly west of the Tyson plant that is currently located in Cedar Fort. They would like to adjust the municipal boundaries between Eagle Mountain and Cedar Fort in accordance with Utah Code Section 10-2-419 in order to annex the parcels into Eagle Mountain. In order to that, both municipalities have to adopt resolutions signifying an intent to initiate a boundary adjustment. The municipal councils of each jurisdiction would then have to hold a public hearing no less than 60 days after the adoption of the resolution. Following their respective public hearings, the municipal councils of each jurisdiction would have to adopt an ordinance approving the boundary adjustment before it could become final. If annexed into the City, the parcels would become eligible for automatic inclusion into the Firefly ARMDA upon notice from the master developer. It is the developer's intent to do so. Pursuant to the ARMDA, the developer would be entitled to develop the property as industrial or commercial. Residential development would not be possible without amending the ARMDA.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. ORD--Boundary Adjustment
2. EXHIBIT A - Boundary Line Adjustment

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADJUSTING A BOUNDARY LINE OF CERTAIN REAL PROPERTY FROM THE GEOGRAPHICAL BOUNDARIES OF THE TOWN OF CEDAR FORT TO THE GEOGRAPHICAL BOUNDARIES OF EAGLE MOUNTAIN CITY

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah met on October 1, 2024 to discuss, among other things, adjusting a common boundary line between Eagle Mountain City and the town of Cedar Fort, Utah; and

WHEREAS, on March 29, 2024, Oquirrh Wood Ranch, LLC ("OWR"), the owner of 100 percent of the interest in certain real property ("Adjustment Area") located within Cedar Fort, filed an Application for Boundary Line Adjustment ("Application") of the Adjustment Area from the geographical boundaries of Cedar Fort; and

WHEREAS, the Application is necessary because the City would be able o provide utility services for the Adjustment Area that Cedar Fort is presently unable to service and provide; and

WHEREAS, the City recognizes that Cedar Fort is willing to make the adjustments to the common municipal boundary as evidenced by Cedar Fort's adoption of Ordinance CFR-204-BA-2024 titled "AN ORDINANCE ADJUSTING A COMMON BOUNDARY LINE BETWEEN THE TOWN OF CEDAR FORT AND EAGLE MOUNTAIN CITY" wherein Cedar Fort approved its respective portion of the Application subject to Eagle Mountain City's approval of the same; and

WHEREAS, on July 16, 2024, Eagle Mountain City Council held a regularly scheduled public meeting and adopted Resolution RES-42-2024 wherein it signaled its intent to consider the Application and schedule a public hearing on the Application for not less than 60 days after the passage of Resolution RES-42-2024 and

WHEREAS, Eagle Mountain City provided requisite notice of the public hearing where the City Council was able to hear feedback on the Application; and

WHEREAS, no written protests were received by Eagle Mountain City regarding the Application; and

WHEREAS, the Eagle Mountain City Council finds that it is equitable and fair to approve the Application and allow the Adjustment Area to be included within the geographic

boundaries of Eagle Mountain City and adjust the common boundary line between the Town of Cedar Fort and Eagle Mountain City.

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

1. Findings. The City Council finds that all required noticed, public hearings, and other requirements have been satisfied for the City Council to consider and approve the Application.

2. Boundary Line Adjustment. Eagle Mountain City adjusts the common boundary line for the Adjustment Area as more particularly described in the legal description and map in the attached Exhibit A. The Adjustment Area is removed from the Town of Cedar Fort and incorporated into Eagle Mountain City.

3. Effectiveness. Pursuant to Utah Code Ann. § 10-2-419(7), this Ordinance shall take effect when each municipality involved in the boundary adjustment has adopted an ordinance" approving the adjustment of the common boundary line. Accordingly, because Cedar Fort previously adopted an ordinance approving the boundary adjustment, this Ordinance shall take effect once signed by the Mayor as provided below.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 1st day of October, 2024.

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

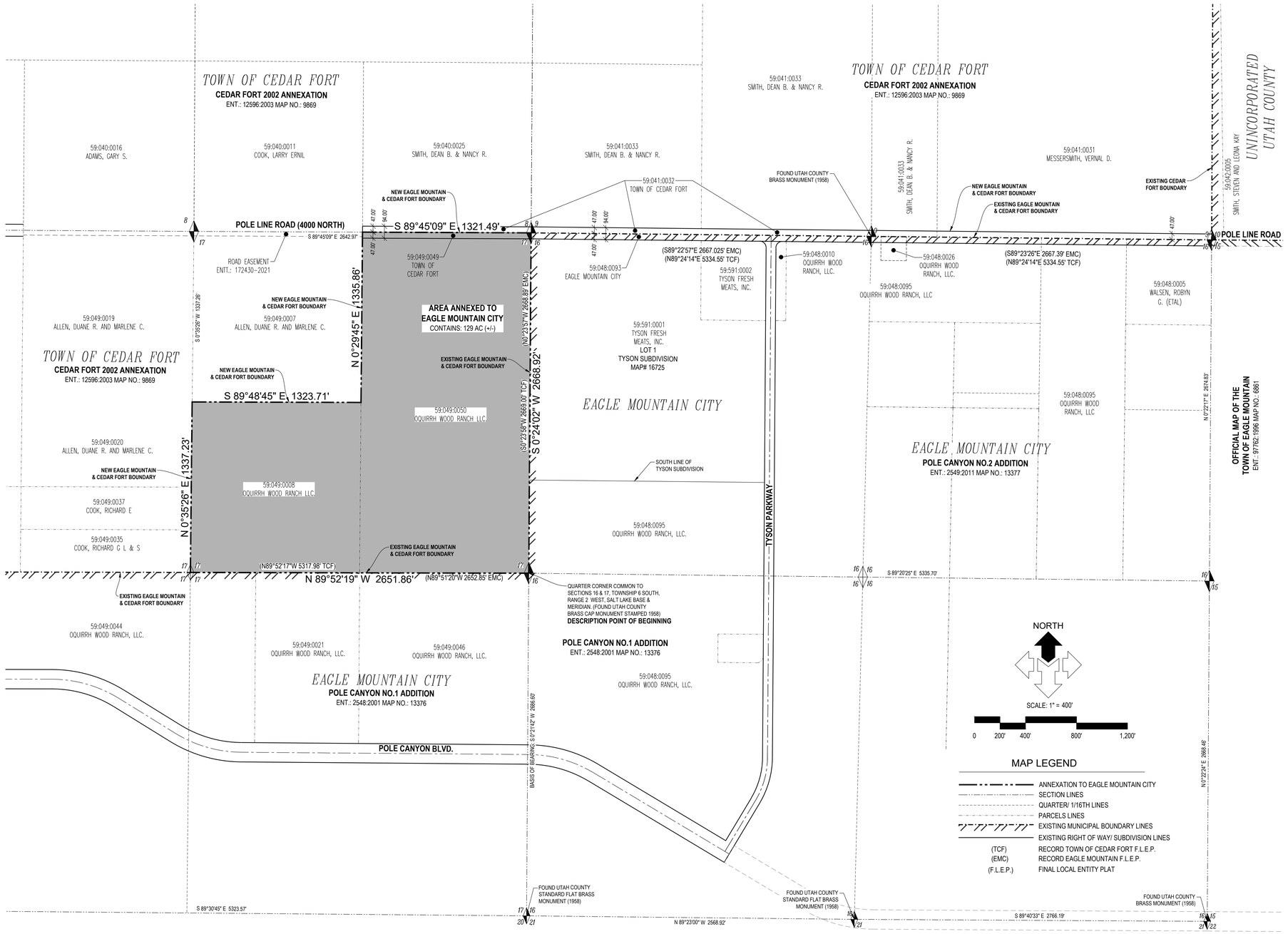
_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

POLE CANYON NO.3 ADDITION TO EAGLE MOUNTAIN CITY

A FINAL LOCAL ENTITY PLAT
LOCATED IN THE NORTHEAST QUARTER OF 17, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, MICHAEL D. HOFFMAN, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, HOLDING LICENCE NO. 316831, DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20, WAS MADE BY ME AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

MICHAEL D. HOFFMAN, PLS
L.S. LICENSE NO. 316831
(SEE SEAL BELOW)

ANNEXATION DESCRIPTIONS

A TRACT OF LAND SITUATE WITHIN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, COUNTY OF UTAH, STATE OF UTAH SAID TRACT BEING A PORTION OF THE TOWN OF CEDAR FORT, DEPICTED AND DESCRIBED ON THE FINAL LOCAL ENTITY PLAT TITLED CEDAR FORT 2002 ANNEXATION, RECORDED AS ENTRY NO.: 12596:2003, MAP NO.: 9869, OF OFFICIAL COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID QUARTER CORNER ALSO BEING A CORNER IN COMMON TO THE TOWN OF CEDAR FORT, PER SAID CEDAR FORT 2002 ANNEXATION, RECORDED AS ENTRY NO.: 12596:2003 (MAP NO.: 9869) AND EAGLE MOUNTAIN CITY, PER FINAL LOCAL ENTITY PLATS TITLED POLE CANYON NO.1 ADDITION, RECORDED AS ENTRY NO.: 2548:2001 (MAP NO.: 13376) AND POLE CANYON NO.2 ADDITION, RECORDED AS ENTRY NO.: 2549:2011 (MAP NO.: 13377); AND RUNNING THENCE NORTH 89°52'19" WEST, ALONG THE EXISTING COMMON BOUNDARY LINE BETWEEN THE TOWN OF CEDAR FORT AND EAGLE MOUNTAIN CITY AND THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17, A DISTANCE OF 2651.86 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE DEPARTING SAID COMMON BOUNDARY LINE, BEARING NORTH 0°35'26" EAST, ALONG THE NORTH-SOUTH CENTER QUARTER OF SAID SECTION 17, A DISTANCE OF 1337.23 FEET, TO THE C-N 1/16TH CORNER; THENCE SOUTH 89°48'45" EAST, ALONG THE EAST-WEST 1/16TH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.71 FEET, TO THE NE 1/16TH; THENCE NORTH 0°29'45" EAST, ALONG THE NORTH-SOUTH 1/16TH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1335.86 FEET, TO THE E-1/16TH CORNER COMMON TO SAID SECTION 8 & 17; THENCE SOUTH 89°45'09" EAST, ALONG THE SECTION LINE COMMON TO SAID SECTION 8 & 17, A DISTANCE OF 1321.49 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, AND A CORNER IN COMMON TO AFORESAID CEDAR FORT AND EAGLE MOUNTAIN CITY MUNICIPAL BOUNDARIES; THENCE SOUTH 0°24'02" WEST, ALONG THE SECTION LINE AND CURRENT COMMON BOUNDARY LINE, A DISTANCE OF 2668.92 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 121.8 ACRES, MORE OR LESS, BEING ANNEXED INTO EAGLE MOUNTAIN CITY.

ACCEPTANCE CERTIFICATE

WE, THE DULY ELECTED COUNCIL OF EAGLE MOUNTAIN CITY, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF THE TOWN OF CEDAR FORT CONTIGUOUS TO THE EAGLE MOUNTAIN CITY AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS PART OF EAGLE MOUNTAIN CITY, TO BE KNOW HEREAFTER KNOWN AS THE

POLE CANYON NO.3 ADDITION TO EAGLE MOUNTAIN CITY

DATED THIS _____ DAY OF _____, A.D. 20__

MAYOR

ATTEST: CITY RECORDER
(SEE SEAL BELOW)

OFFICIAL MAP OF THE TOWN OF EAGLE MOUNTAIN
ENT.: 97762:1996 MAP NO.: 6881

UTAH COUNTY SURVEYOR

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

UTAH COUNTY SURVEYOR
ANTHONY CANTO, P.L.S.
(SEE SEAL BELOW)

DATE

GENERAL NOTES

1. THE BASIS OF BEARING FOR THIS MAP IS SOUTH 00°21'42" WEST, (MEASURED STATE PLAN BEARING) ALONG THE SECTION LINE COMMON TO SECTION 16 & 17, BETWEEN UTAH COUNTY MONUMENTS FOUND MARKING THE QUARTER CORNER COMMON TO SAID SECTIONS AND THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, & 21, AS SHOWN HEREON.
2. THIS PLAT AND THE DESCRIPTION SHOWN HEREON HAVE BEEN PREPARED FOR ANNEXATION PURPOSES ONLY AND DOES NOT PURPORT TO BE AN ON THE GROUND SURVEY OF THE BOUNDS OF THE AREA, SHOWN HEREON.
3. THE PURPOSE OF THIS FINAL LOCAL ENTITY PLAT IS TO WITHDRAW A PORTION OF THE TOWN OF CEDAR FORT AND ANNEX THAT SAME PORTION INTO THE BOUNDS OF EAGLE MOUNTAIN CITY.

POLE CANYON NO.3 ADDITION TO EAGLE MOUNTAIN CITY

A FINAL LOCAL ENTITY PLAT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
UTAH COUNTY, UTAH

COUNTY SURVEYOR'S CERTIFICATE

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

SURVEYOR'S SEAL	COUNTY SURVEYOR'S SEAL	CITY ENGINEER	CITY CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR MICHAEL D. HOFFMAN 316831 04/22/24 STATE OF UTAH			

PREPARED BY:
McNEIL ENGINEERING
Designing for the Future Since 1983™
8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

SHEET 1 OF 1

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	Building Envelope Definition Code Amendment
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING
Yes

PREPARED BY
Steven Lehmitz, Planner

PRESENTED BY
Steven Lehmitz

RECOMMENDATION:
Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions.

BACKGROUND:
EMMC 16.25.040(A)(1)(s) requires that final plats include the building envelopes for each lot. They are typically depicted using a diagram that shows setbacks and easements. Without a specific callout that the setbacks only apply to primary structures, they apply to all structures. Due to the building envelope setbacks being more restrictive than typical accessory structure setbacks, they have to be followed. The purpose of this code amendment is to clearly establish that the building envelopes shown on final plats only apply to primary structures and detached accessory dwelling units.

ITEMS FOR CONSIDERATION:
Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommended (5-0) that the City Council approve the proposed code amendment.

ATTACHMENTS:
1. ORD--EMMC 17.10.030 Definitions
2. EMMC 17.10.030 Definitions - Redlines

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.10.030 DEFINITIONS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.10.030 Definitions, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.10.030 Definitions.

2. The amendment described in Exhibit A is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

17.10.030 Definitions

“Buildable lot area” means that portion of a building lot not included within any required yard setbacks, public utility easement, or open space within which a ~~main~~ building may be located.

“Building Envelope” means the buildable lot area for primary structures and detached accessory dwelling units.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 8.07 Nuisance Abatement and 8.15 Noise.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City Staff

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

PUBLIC HEARING
No

PREPARED BY
Marcus Draper, City Attorney

PRESENTED BY
Marcus Draper

RECOMMENDATION:
Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 8.07 Nuisance Abatement and 8.15 Noise.

BACKGROUND:
Staff is presenting these proposed code amendments to the City Council for consideration based on feedback from Neighborhood Improvement. The language of our current noise ordinance prohibits many ordinary daily activities, if strictly read. Currently the code prohibits the making of any noise that exceeds 65 dB as measured 25 feet from the property line without regard to time of day, with some exceptions. Thus our code functionally prohibits the operation of a gas powered lawn mower, for example. This is true, even if someone is mowing their lawn in the middle of the day. Staff feels that the City Council likely did not intend to prohibit this type of ordinary activity. The code amendments are intended to make it permissible to exceed 65 dB during certain times of the day to allow for certain ordinary activities. Currently only construction noise has that privilege. Staff is also proposing that the hours of restriction be modified as applied to parks to coincide with the park hours.

Staff is proposing changes to the junk ordinance to require property owners to remove graffiti within a reasonable timeframe. Currently, a property owner has no obligation to remove graffiti from the property, which can be a nuisance to surrounding property owners. This would require a property owner to remove the graffiti within 7 days after discovery. It would also empower neighborhood improvement to grant extensions of time for good cause shown.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. ORD--EMMC 8.07 Nuisance Abatement & 8.15 Noise
2. EMMC 8.07 Nuisance Abatement - Redlines
3. EMMC 8.15 Noise - Redlines

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 8.07 NUISANCE AND 8.15 NOISE

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapters 8.07 Nuisance and 8.15 Noise, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 8.07 Nuisance and 8.15 Noise.

2. The amendment described in Exhibit A is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 8.07
NUISANCE ABATEMENT

8.07.030 Junk and Graffiti.

A. Responsibility to Keep Property Free of Junk or Graffiti. It is unlawful for any person, corporation, partnership or legal entity owning or occupying real property in the city to allow the accumulation of junk, ~~or~~ to fail to remove from the property any junk, or to fail to remove graffiti from the property within the timeframe required by this section.

B. Junk Defined.

1. "Junk" means any salvaged or scrap copper, brass, iron, steel, metal, rope, rags, batteries, paper, wood, trash, plastic, rubber, tires and waste, or other articles not stored for recycling purposes in a fully enclosed container, or materials commonly designated as junk. "Junk," except as provided in subsection (B)(2) of this section, shall also mean any motor vehicle not currently registered and dismantled, wrecked or inoperable, motor vehicles or parts thereof which are stored or parked on property outside of an enclosed building and which remain in such condition for a period of time in excess of 60 days.

2. One truck with a capacity of one ton or less or automobile which is inoperable may be stored in a side yard, except a side yard which faces on a street or a rear yard on property, for a period not to exceed two years; provided, that the automobile or truck is secured with the windows closed, the trunk and hood closed and the doors locked and is not damaged or exposing jagged metal and is fully covered and concealed with a covering maintained in a secure good condition which does not extend closer to the ground than the lowest point on the vehicle body.

C. Graffiti.

1. Graffiti is defined as the unauthorized painting, writing, drawing, application of stickers or logos or any material or otherwise marking of any property which defaces, detracts, or diminishes the value or reasonable appearance of the property.

2. Graffiti must be removed within 7 days of the time by which it should reasonably have been discovered.

3. The officer may grant an extension of up to 14 days of time for the removal of graffiti for good cause shown.

~~D~~C. Examination of Property for Compliance. The examination and investigation authorized by this section shall not include physical entry to private property in the city, unless probable cause exists to believe that a violation of this chapter is present. The officer of the city is authorized to make observations based on conditions in plain view from public property, ~~or~~ from the property of a complaining witness, or from anywhere else where the officer is lawfully present and nothing in this section shall be construed to prevent the officer from entering on property to deliver a notice to the occupant of the property.

~~E~~D. Penalties. Any person who violates the provisions of this section shall be subject to criminal and civil penalties as set forth in this section.

Chapter 8.15
NOISE

8.15.070 Noise Levels.

The making and/or creating of a noise disturbance within the city as identified in subsection A of this section, or identified and measured in the manner prescribed in subsection B of this section, or in violation of restricted hours as outlined in subsection C of this section is unlawful.

A. Location of Measurement of Sound. On the public right-of-way or upon public property, from the source or device as to be plainly audible at a distance of 50 feet, or on private property, as to be plainly audible at the property line.

B. Measurement of Sound. Sound of a suspected noise disturbance shall be measured at a distance of at least 25 feet from the source of the device upon public property or within the public right-of-way, or 25 feet from the property line if upon private property, and shall be measured on a decibel or sound level meter of standard design and quality on the "A" weighing scale. A measurement of 65 decibels or above shall be considered to be a noise disturbance during the Hours of Restriction. A measurement of 85 decibels or above shall be considered to be a noise disturbance at any time.

C. Hours of Restriction. Except as modified by Subsection D, ~~T~~the hours of ~~construction~~ noise restriction are as follows:

9:00 p.m. to 7:00 a.m.	Monday through Friday
Not before 9:00 a.m. or after 9:00 p.m.	Saturday and Sunday

D. Hours of Restriction – Parks. The hours of noise restriction within any park as defined in EMMC 7.05.030 are as follows:

10:00 p.m. to 6:00 a.m.

8.15.080 Specific noise prohibitions.

The following acts are unlawful:

. . .

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, except as otherwise authorized by this Chapter ~~in such a manner as to violate EMMC 8.15.070(C)~~. The city council may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work for or on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants;

8.15.090 Exemptions.

The following uses and activities shall be exempt from noise level regulations:

A. Sound created by safety signals, warning devices and emergency pressure relief valves;

B. Sound resulting from any authorized emergency vehicle when responding to an emergency call or in time of an emergency;

C. Sound resulting from emergency work;

D. Sound resulting from lawful fireworks and noisemakers used for celebration of an official holiday;

E. Any sound resulting from activities of a temporary nature during periods permitted by law which has been approved by the city.

F. Sound created by a backup generator during a power outage.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	Eagle Mountain Mortgage Assistance Program
ITEM TYPE:	Resolution
FISCAL IMPACT:	Subject to the amount appropriated. The program proposes $15,000 forgivable loans for qualified applicants, with administrative costs set at 10% of the loan value. How many will be determined by the size of the appropriation and the number of applicants. 40 loans would require an appropriation of $660,000; 60 loans requires $990,000.
APPLICANT:	City Staff

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

PUBLIC HEARING
No

PREPARED BY
Clifford Strachan, Director of Legislative Affairs

PRESENTED BY
Clifford Strachan

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Establishing a Mortgage Assistance Program.

BACKGROUND:
The State of Utah requires, pursuant to UCA 10-9a-403, that the City implement and report annually on at least five moderate income housing strategies which are listed in the City's General Plan. One of those strategies is to "*implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.*" The State's intent in requiring these housing strategies is to promote more units of affordable housing, including more homeownership opportunities.

The proposed Mortgage Assistance Program is targeted at public employees, especially those who work for Eagle Mountain City, Alpine School District, Utah County, Unified Fire Authority, and Central Utah Water Conservancy District, who: 1) whose household income is below 120% AMI, and 2) would purchase and occupy a home located in Eagle Mountain. As drafted, the program would provide qualified applicants a $15,000 forgivable, down payment loan at 0%, in second position, for up to 15 years. Forgiveness eligibility varies from 3-5 years for employees of the agencies listed above, 5-10 years for other public employees, and 10-15 years for non-public employee homeowners. Early exit or conversion from owner occupancy requires full repayment, less any earned forgiveness. The program would be administered by the City and funded by an appropriation from the RDA's Community Reinvestment Project Area housing funds. It is proposed to make a select number of loans available each quarter, note the arrival of completed loan applications, and prioritize based on employment status (public employee of a participating agency, other public

employee, or non-public employee).

The program's policies are consistent with Utah laws and with similar programs existent in Utah.

ITEMS FOR CONSIDERATION:
As drafted, the program:

1. Provides 15-year, $15,000 loans, at 0%, in second position to the first mortgage, and is fully forgivable by 15 years. Funds will be transferred to the title company for the closing. The loan may cover a wide range of eligible closing costs but is not intended to provide cash back to the homebuyer.
2. Applicants must provide between $1,000 and $15,000 of their own funds.
3. Makes eligible applicants whose household incomes are as high as 120% of Area Median Income; ranging from $91,600 for a household of one to $131,400 for a household of four or more.
4. Requires applicants to have a mid-credit score of 650 or higher, a debt to income ratio of no more than 43% of monthly gross income, and a limit of $3,000 in liquid assets after closing.
5. Requires applicants to participate in a homeowner's education class.
6. Is administered by the City, with the qualification being done either in house or by contract with a mortgage broker and approved by the Mayor, City Manager, Deputy/Assistant, or designee. The City may rely in part on the Automated Underwriting System documentation from the first mortgage Lender to verify loan eligibility.
7. Is intended for first-time home buyers but others, including repeat applicants, can qualify under some circumstances.
8. Includes an appeal process and conflict of interest provisions.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
1. RES--Mortgage Assistance Program
2. Mortgage Assistance Program Manual
3. Mortgage Assistance Program Short Description

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ESTABLISHING A MORTGAGE ASSISTANCE PROGRAM

PREAMBLE

WHEREAS, the Redevelopment Agency of Eagle Mountain City (RDA), pursuant to Utah State Code Annotated (UCA) 17C-5-307(3), created and continues to operate multiple community reinvestment project areas (CRAs), which are subject to interlocal agreements that allocate ten percent of tax revenues for housing; and

WHEREAS, the State of Utah requires, pursuant to UCA 10-9a-403, that Eagle Mountain City (City) implement and report annually on at least five moderate income housing strategies; and

WHEREAS, the City Council of Eagle Mountain City obtained, reviewed, and considered a report by LRB Public Finance Advisors recommending strategies to promote home ownership and housing affordability; and

WHEREAS, the City's General Plan includes a Moderate Income Housing Strategy to *"implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."*; and

WHEREAS, a Mortgage Assistance Program Policy manual has been drafted, which establishes policies, procedures, qualifications, terms, and conditions, etc., for the program; and

WHEREAS, it is proposed to establish Mortgage Assistance Program for the express purpose of helping public employees with household incomes up to 120% of Area Median Income to obtain affordable housing within the boundaries of Eagle Mountain City.

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

1. The Eagle Mountain Mortgage Assistance Program is hereby established.

2. The Mortgage Assistance Program Policy, which is attached as Exhibit A and incorporated herein by this reference, is hereby adopted as the governing policy and procedures for the program.

3. The City Administration is hereby authorized to make and document any necessary and minor changes to the procedures as outlined in the program policy manual for

the better administration of the program.

4. The program be funded by appropriation of housing funds from the RDA to a special fund established by the City for affordable housing programs, with the total amount available in any given fiscal year for this program clearly stated.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of October, 2024.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of October, 2024.

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

_____

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

Mortgage Assistance Program Policy

Eagle Mountain City / Eagle Mountain Redevelopment Agency

PART I OVERVIEW

1.0 Introduction

This manual sets forth policies and procedures for the Eagle Mountain Mortgage Assistance Program, which is funded by Housing Funds from the Eagle Mountain Redevelopment Agency and administered by Eagle Mountain City.

The goal of the mortgage assistance program is to expand home ownership opportunities for eligible households and to increase home ownership within the city. The program seeks to give assistance to households who otherwise would not be able to become homeowners.

This Manual shall be revised as new policies and procedures are established. The current edition was adopted or revised on [Month][Date], [Year].

2.0 Purpose

Eagle Mountain City's General Plan includes a Moderate Income Housing Plan strategy to:

"Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."

The purpose of this Mortgage Assistance Program Policy (**Policy**) is to establish processes and guidelines for the awarding of Redevelopment Agency (**RDA**) Housing Funds in the form of Mortgage Assistance (**MA**) to improve the quality of life for individuals, couples, and families and the quality of the community. These guidelines cover the following: income qualification, home-buyer eligibility criteria, first mortgage requirements, occupancy standards, and other relevant items.

While priority will be given to public employees, such as teachers, firefighters, police, city employees, and others, the program is also available to other qualified persons who are purchasing housing in Eagle Mountain City.

3.0 General Program Information

For FY 2024-25 the Mortgage Assistance Program offers a 0% deferred payment loan for the higher of $15,000 or 7.5% of the actual purchase price of the home. Prospective applicants with household incomes up to 120% of Area Median Income may qualify for a loan. For FY

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2024-25 the maximum household income ranges from $91,600 for one person to $131,400 for households of four or more persons.

The zero percent (0%) deferred-payment loans are secured by a promissory note and mortgage (trust deed) in second position to that of the primary lender. First mortgages must have a fixed rate and include the escrow for taxes and insurance.

As a condition of the loan, the property must always remain the borrower's principal place of residence. Borrowers are required to repay loans in full if they vacate, sell, transfer, or assign any legal or equitable interest in the property at any time on or after the closing date of this mortgage product, which amount shall be immediately due and payable in accordance with the Mortgage Assistance Program Policy.

Prospective homeowners may apply for mortgage assistance funds after they have been prequalified by a first-mortgage lender and are ready to make an offer on a home. A homeowner may not apply for mortgage assistance funds after the first mortgage loan has been closed. Mortgage assistance funds are not intended for refinancing an existing mortgage or land contract.

4.0 Definitions

As used in this manual and other materials and forms, the words listed below are defined as:

Affordable: In reference to housing costs, this means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person/household, without endangering the financial stability of the person/household.

Agreement shall mean the written contract between the City and successful Applicant stating the terms under which the mortgage assistance is awarded. If a Residence is to be jointly owned, all owners must enter into an agreement with the City.

Annual Gross Income: The total income of a household (including all working persons who are at least 18 years old) which is calculated for the 12-month period following the date of determination of income.

Appeal shall mean a written request by an Applicant to review, modify, or reverse any written determination or decision on an Application or a determination of default of the Agreement by the Applicant.

Applicant shall mean the person, who is at least 18 years old, who applies for an Eagle Mountain Mortgage Assistance Loan. This term may be used interchangeably with "Homebuyer" and includes "Co-Applicant."

Application shall mean the form provided by the City, completed by the Applicant, with all requested attached information.

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Borrower: A successful Applicant who receives an MA Loan.

Certification: A written statement of fact filed in connection with MA programs administered by the City attesting that the information provided has been verified as true, correct, and complete, and subject to penalties of perjury.

City shall mean Eagle Mountain City.

Closing Date: The date when the Borrower(s) signs the MA Loan Agreement and other required documents.

Co-Applicant: A person who joins the Applicant in applying for the MA. Spouse/Partners must be included as Co-Applicants even if they do not appear on the loan.

Complete Application: The form provided by the City, completed by the Applicant, with all requested attached information.

Customary Mortgage Lender means a Bank, Credit Union, Savings and Loan, Mortgage Company, or other financial institution, which provides a loan for the purchase of the Residence, approved by Staff.

Debt to Income (DTI): A measure (percentage) that compares a Borrowers' total debt payments (such as house payments, child support, alimony, student loans, credit cards, gas and store cards, and any other consumer debt) to the monthly income they generate. This calculation gives the City an idea of how likely it is that the Borrower will repay the financing obtained to purchase their home. This term is also known as "back-end ratio."

Disabled refers to an individual, single, head of household, or spouse who has a disability as defined in Section 223 of the Social Security Act or in Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

Displaced Homemaker shall mean a divorced adult**,** who is at least 18 years old**,** who has not worked full time for a full year in the labor force for a number of years, but has during such years worked primarily without remuneration to care for the home and family; is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; or while married, owned a home with his/her spouse and in the divorce settlement the residence was awarded to the spouse or required to be sold.

Drug-Related Criminal Activity includes drug trafficking or illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 USC 802)).

Economic Hardship includes drastic reduction or loss of income caused by the loss of employment, serious or chronic illness or health conditions, and/or similar, verifiable circumstances. Reduction of value of the home and inability to sell will also be considered.

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Eligible Homebuyer shall mean an individual (and his or her spouse or partner) that meets applicable criteria specific to the MA program funding.

Eligible Property means real property located within the City, which also meets additional criteria relative to the MA program.

Family or Household shall mean one or more persons related by blood, marriage, adoption or approved foster care, and up to two (2) unrelated persons.

First Mortgage shall mean a mortgage or loan which is secured by a first lien position, taking priority over all other liens; and an extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this Manual.

Gross Annual Income shall mean the anticipated total annual income, before deductions, from all sources received by an individual or household (even if temporarily absent) and received by each additional member of the household, who is at least 18 years old, including all net income derived from assets for the 12-month period following the effective date of the initial determination of income.

Homebuyer shall mean the successful Applicant approved by the Staff under the provisions of this Policy who enters into an Agreement with the City and will purchase a Residence with Mortgage Assistance from the City.

Household Member means all individuals who will live in the house purchased with Mortgage assistance. All individuals must be listed in the section “Household Composition” of the Completed Application.

Housing Expense Ratio (HER) is a measure (percentage) that compares the Borrower’s gross monthly income to their housing expenses. The housing expense measure includes mortgage principal and interest payments, property taxes, hazard insurance, and mortgage insurance costs. This term is also known as the “front-end ratio.”

Housing Funds shall mean monies collected by the RDA, which must be used according to Utah Code §17C-1-411 and §17C-1-412, or successor provisions, which are allocated by the
RDA Board to the Mortgage Assistance Program.

Lender shall mean an organization or entity which provides financing for the acquisition of eligible properties in accordance with the provisions of this Manual.

Liquid Assets refers to funds that are in the form of cash or which can quickly be converted to cash. These include: (1) cash, (2) demand deposits, and (3) time and savings deposits.

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Loan refers to the Mortgage Assistance Loan provided by the City to a successful Applicant at closing.

Loan to Value (LTV) is a risk assessment ratio calculated by comparing the lesser of the purchase price or the appraised value of the property to the total mortgage debt on the home (including the MA).

Moderate-Income Household: Persons and families whose income does not exceed the qualifying limits as established by HUD and amended from time to time. Such limits are defined as 80% of the area median income as adjusted for household size and revised annually.

Mortgage Assistance (MA) in the form of down payment assistance shall mean an amount of money, up to $15,000.00, offered to the Homebuyer to aid in the purchase of a Residence under this Policy and the ensuing Agreement.

Ownership Interest means any of the following interests in residential property including fee simple estate with the right of survivorship, joint tenancy, and tenancy in common. It does not include a reminder interest, a lease with or without an option to purchase, or any interest acquired on the execution of a purchase contract.

Owner-Occupied Residence: A dwelling intended and used for occupancy by one household which is the owner of the property. A home with a city-approved accessory dwelling unit also qualifies.

Participating Entity shall mean those property taxing agencies who participate in the RDA's project areas; namely Eagle Mountain City, Alpine School District[1], Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District.

Principal (Primary) Place of Residence means a home of any kind where you reside most (at least 51%) of the time. This is not the only test; other factors that will be relevant to the determination include, but are not limited to:

a. The address on your valid driver's license;
b. Your place of employment (city, state);
c. Where your immediate family lives;
d. The address you use to file your federal and state income tax return;
e. Where you are registered to vote;
f. The property where you claim your homeowner's property tax exemption (many states and counties allow for the payment of property taxes on your principal residence);
g. The mailing address you use for general mail, bills, cell phone statements, and other general bills (utility bills do not necessarily establish residency);

[1] At time of drafting (2024) there is an initiative to create a separate west-side school district from Alpine School District. If approved, the new district should be inserted here. Forgiveness eligibility should apply to employees who originate their purchase while employed for Alpine School District.

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h. Where you maintain your bank accounts, brokerage statements, and other banking or financial relationships, i.e., credit cards, etc.;
i. Where you maintain social memberships, such as health and/or country clubs, religious affiliations, etc.

All facts and circumstances will be considered when making the determination.

Public Employee shall mean a homebuyer who is an employee of a federal, state, or local governmental agency, institution, department, division, court, or in military service.

Purchase Price means the Amount for which the purchased home will be sold.

RDA shall mean the Eagle Mountain Redevelopment Agency, a separate body corporate and politic which is a political subdivision of the state of Utah.

Residence shall mean a single-family dwelling, townhome, or condominium, to be purchased by the Homebuyer, who will receive mortgage assistance under the provisions of this Policy.

Spouse/Partner: Includes two persons who are legally married, or in a common law marriage, or reside together in a marriage or domestic partner type relationship.

Staff shall mean the person(s) designated to administer the MA Program. This person may be an employee of the RDA, Eagle Mountain City, or a contractor engaged by the City.

Term means the 15-year period of agreement between the buyer and the City.

5.0 Program Availability

5.1 This Mortgage Assistance Program is available only when approved allocations from RDA Housing Funds are available and may, at any time, be discontinued either temporarily or permanently, at the discretion of the City Council. Nothing in this Policy creates an entitlement to Mortgage Assistance to any Applicant until a successful Applicant enters into a written Agreement.

5.2 MA Loan approvals shall be determined on a first-come, first-served basis, by day, with priority in the following order:

1) Public Employees of a Participating Entity;
2) Public Employees; and
3) Other qualified Applicants.

Thereafter, ties will be broken by need as measured by household income.

6.0 Mortgage Assistance Terms and Conditions

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6.1 The stated term of the Mortgage Assistance loan is 15 years.

6.2 The Mortgage Assistance loan will be secured by a lien in second position at 0% interest. Subject to Loan Forgiveness Eligibility (see Section 8.0 below), after 15 years, the lien may be removed completely from title and no repayment will be required.

6.3 The Agreement shall be recorded with the Utah County Recorder's Office, as a lien and covenant of restriction enforceable by the City against the Homebuyer's Residence, until the terms of the Agreement are fulfilled.

6.4 The Homebuyer may not refinance the first mortgage without notice to and approval of the City. A cash out refinancing of the Residence by the Homebuyer during the Term of the Agreement shall require a full repayment, less any loan forgiveness eligibility, to the City of the Mortgage Assistance loan. In addition, if a cash out refinancing occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed.

7.0 Mortgage Assistance Amount and Payment

7.1 The maximum amount of a Mortgage Assistance loan is 7.5% of the actual purchase price of the Residence or $15,000.00, whichever is less;

7.2 Only one Mortgage Assistance Loan is allowed per Residence or Homebuyer during the term of the Agreement; and

7.3 Payment of the Mortgage Assistance Loan will be made directly to the title company managing the closing transaction of the Residence for the Applicant and lender.

8.0 Loan Forgiveness Eligibility

8.1 Homebuyers who are Public Employees of a Participating Entity shall be eligible for loan forgiveness on a prorated basis between three and five full years of continuing public employment for a participating entity, and continuous occupancy of the residence;

8.2 Homebuyers who are Public Employees, other than those in 8.1, shall be eligible for loan forgiveness on a prorated basis between five and ten full years of continuing public employment, and continuous occupancy of the residence; and

8.3 All other homebuyers shall be eligible for loan forgiveness on a prorated basis between 10 and 15 years of continuous occupancy.

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8.4 To receive loan forgiveness, the Homebuyer must submit a request in writing to the City for MA Loan forgiveness, in whole or in part, at the time of sale, conversion, or eligibility for discharge of the MA Loan.

8.5 Upon verification of employment, a Homebuyer who has submitted a request for loan forgiveness per 8.4 above, may be given credit for full years of public employment under sections 8.1 and 8.2. A Homebuyer whose status as a public employee ended during the term of the loan or began after the loan term began may receive credit for their years of public employment when receiving loan forgiveness.

8.6. Hardship: A Homebuyer may also be eligible for loan forgiveness if, after the purchase of a home, the Homebuyer dies or is permanently and totally disabled. Staff may review and consider other types of hardships.

8.7 Proration in this section shall be calculated in full years, not in portions thereof.

9.0 Qualifications

9.1 The Applicant, along with all others over the age of eighteen who will reside in the residence shall have a combined family income, which qualifies the Applicant(s) for “income targeted housing” as defined in Utah Code § 17C-1-102(32)(a) which is currently no more than 120% of the current median annual income for Utah County, as published from time to time by the US Department of Housing and Urban Development (HUD) for the size of Family at the time of Application;

9.2 The Residence, for which the Application is being made, must be within the corporate limits of Eagle Mountain City to be approved. Staff may reject an Application if the Residence is located violates Eagle Mountain City or Utah State codes or is unfit or unsound for occupancy;

9.3 The Applicant must pay a down payment towards the purchase of the Residence of at least $1,000.00;

9.4 The Applicant must qualify for and receive fixed-rate financing for the purchase of the Residence, other than an amount paid by Applicant’s own savings, through a Customary Mortgage Lender; and

9.5 The Applicant must submit a Completed Application and all requested financial, employment, and tax payment information, have an acceptable credit rating, and be otherwise approved by Staff.

10.0 Occupancy

10.1 The Residence shall become the permanent and primary Residence of the Homebuyer after closing, and Homebuyer shall continue to reside in the

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Residence throughout the Term of the Agreement;

10.2 The Residence shall not be conveyed, sold, leased, rented, sublet or the like during the Term of the Agreement; and

10.3 Conveyance or Sale of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the Mortgage Assistance Loan. Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the Mortgage Assistance Loan. In addition, if the sale or rental occurs within the first two years of the Term, a penalty of up to $2,000 may be assessed. A Residence that is occupied by the Homeowner throughout the Term of the Agreement shall require no repayment of the Mortgage Assistance upon resale or rental thereafter.

11.0 Discretionary Funding

Availability of the Mortgage Assistance Program is subject to annual appropriation of funds by the RDA and the City. Nothing in this Policy shall guarantee any present or future appropriations.

11.0 Singular and Plural

Wherever appropriate or required by the context in this Policy a singular term shall also refer to the plural form of the same term and vice versa.

12.0 Right to Appeal

Within 30 days of notification of a denial for a loan, an Applicant shall have the right to Appeal any written decision or determination by the City on an Application. The Appeal process is outlined in Section 30 of Part III. An Appeal and obtaining a decision on Appeal is mandatory before an Applicant may seek any other relief or remedy. Failure to Appeal within the Appeal Period shall preclude any other relief or remedy on the decision or action.

13.0 Statement of Nondiscrimination

It is the intent of this Policy to comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 – 3619), as amended, which prohibits discrimination against individuals because of race, color, religion, sex, familial status, national origin, or handicap status. Nothing in this Policy shall be construed to violate the Fair Housing Act.

14.0 Compliance with Utah Code, Title 17C

This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the “Limited Purpose Local Government Entities - Community Reinvestment Agency Act” (Act). No Housing Funds

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may be used or expended in violation of the Act.

15.0 Notice and Contact Information

Communications pertaining to Applications, loan forgiveness, etc., may be addressed as follows:

By email: mortgageprogram@emcity.org

By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

Notice of Appeals may be sent as follows:

By email: cityrecorder@emcity.org

By mail: City Recorder
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

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PART II APPLICATION REQUIREMENTS

1. Applications may be submitted online, by email to mortgageprogram@emcity.org, or in person at Eagle Mountain City Hall.

2. The Applicant must have a pre-approval for a first-mortgage loan from a lender of his/her choice. MA is not available for use with refinancing of existing mortgages.

3. An eligibility review and loan qualification will be performed to ensure that the Applicant meets the requirements of the program. Prioritization will be made per Part I, Section 5.0 of this manual. When all available program funds have been tentatively committed, Applications may no longer be accepted.

4. Potential Homebuyer must deliver a Complete Application for the MA along with all the listed documentation in the Application's checklist. An incomplete Application package will not be processed. The Complete Application package includes, but may not be limited to:

    a. Completed and signed Application;
    b. Signed agreement;
    c. Copies of Federal Tax Returns for the immediately preceding three years;
    d. Proof of income: Copies of paystubs for the immediately preceding three months for all working household members who are at least 18 years old. Statements for all other types of income must also be submitted for the last three months, including but not limited to wages, commissions, tips, bonuses, interest, social security, self-employment income, pension/retirement, unemployment, workers compensation, child support/alimony, adoption credits, etc.
    e. Copies of bank statements for the previous three months (all checking, savings, and investments must be included regardless of current balance);
    f. Home Ownership Class certificate or receipt indicating course has begun;
    g. Loan pre-approval letter from lender (dated within the last 30 days);
    h. Documentation for all debts, showing outstanding amount and terms, including but not limited to credit card statements, loan balances, etc.;
    i. Proof of identity: birth certificate, driver's license, US-issued passport, or permanent resident card for all household members plus Social Security Cards. Scanned copies are okay.

5. Staff will make an eligibility determination that the Applicant meets the minimum qualifications for the program and will advise the Applicant and lender no later than 10 business days after receiving the Complete Application. This eligibility determination includes:

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a. Verification of household income eligibility, including debt-to-income and housing-expense ratios;
b. Verification of household liquid assets (must be under $3,000 after closing);
c. Background checks for all household members who are at least 18 years old;
d. Property is an eligible type and is located within an eligible area.

6. Once eligibility determination is verified and completed, Staff will contact the first mortgage lender and request the following documentation and any additional documentation as appropriate to determine qualification to receive the loan:

    a. First Mortgage Application (HUD-1003 form);
    b. Loan Estimate (LE);
    c. Verification(s) of Employment (VOE);
    d. Credit Reports. The middle or representative credit score must be 650 or higher, unless the Automated Underwriting System approves an applicant with a lower score;
    e. If the home is under contract, the following must also be submitted:

        i. Real Estate Purchase Contract (REPC), including seller's disclosure form;
        ii. Appraisal;
        iii. Preliminary Title Report or Commitment for Title Insurance (PR) for Mortgage Assistance;
        iv. Standard Flood Hazard Determination Form; and
        v. Home inspection report

7. When the eligibility determination and loan qualification is verified and completed, the loan will be submitted to the Mayor, City Manager, or designee, for review and approval.

8. Staff may send a conditional approval to the Applicant, copying the first mortgage lender, if the inspection report is not finalized and/or the appraisal has not been received by the Staff, or the Applicant does not yet have a home under contract. The conditional approval letter will state that a final approval is necessary and will be issued when a home is under contract and the REPC, PR, flood hazard determination form, inspection report, and appraisal are received. The Homebuyer has 120 days from the date of conditional approval to have a contract signed for the purchase of a home. Once these items are received, Staff will send a "Final Approval" letter to Homebuyer, copying the first mortgage lender, indicating the maximum loan amount for which the Homebuyer is qualified and the loan terms. The letter will reiterate that the property must remain the Homebuyer's principal residence.

9. Upon notification of Final Approval by the first mortgage lender, the lender must inform the Staff which title company will be closing the loan. The City requires three business days' notice of closing. Staff will send an instruction letter informing the title company that the City will transfer the MA funding directly to them.

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Careful coordination is necessary to ensure timing for funding of the MA. The letter will include the following instructions and request of documents:

a. A Preliminary Title Report (PR) must be ordered for the loan in the amount of the MA Loan.
b. The Homebuyer is required to invest a minimum of $1,000 in the purchase of the home before any MA funds can be used.
c. The Homebuyer should not receive any cash back from the purchase. (In rare cases, such as when the seller agrees to pay the homebuyer's closing costs and the lender provides 97% financing, Earnest Money Deposit (EMD) less the minimum $1,000 Homebuyer's investment may be returned.)
d. A signed copy of the Closing Disclosure must be submitted to the City to verify that the MA funds and the title policy charge have been correctly included.
e. Submit wiring instructions to the City; payment is made only to the Title Company which holds the Loan in escrow until funding is finalized.
f. Staff will contact the title company to request recording information from the first mortgage which must be included in City's Notice of Lien.
g. After Staff has received the requested documentation from the title company:
    i. Staff prepares Notice of Lien;
    ii. After execution of the final agreement, Staff requests City's Finance Department to wire funds to the title company that is closing the first mortgage;
h. Upon successful recordation of a Mortgage Assistance Notice of Lien, Staff will send a copy of the recorded Lien and request the issuance of the title insurance policy to the Applicant.

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PART III ADMINISTRATIVE POLICIES

The Eagle Mountain City reserves the right to evaluate and underwrite Applicant eligibility based on the following criteria in a manner consistent with the intent and purpose of the Mortgage Assistance Program (MA) and Utah Code Title 17C the "Limited Purpose Local Government Entities - Community Reinvestment Agency Act." No Housing Funds may be used or expended in violation of the Act.

1.0 Applicant Eligibility and Responsibilities

1.1 Age Requirement: Applicant(s) must be at least 18 years old.

1.2 Eligible Homebuyer Certification

Except under an approved economic hardship and/or a displaced homemaker, present ownership interest shall disqualify an Applicant from eligibility. The following shall constitute a present ownership interest:

a. A fee simple interest;
b. A joint tenancy, tenancy in common, tenancy in the entirety, or community property interest;
c. The interest of a tenant-shareholder in a cooperative;
d. A life estate;
e. A land contract (i.e., a contract pursuant to which a possession and the benefits and burdens of ownership are transferred even though legal title is not transferred until a later time; and
f. An interest held in trust for the Applicant (whether created by the Applicant) that would constitute a present ownership interest if held directly by the Applicant.

1.3 Positive Identification

A. Proof of identity must be shown to all household members who will reside on the property for which an MA Loan is requested. For security purposes, faxed or copied documents are not accepted unless approved by Staff. All original documents provided to the City will be returned to the Applicant. Any name variation from source documentation must be accompanied by legal authorizing documents identifying the updated information (marriage, divorce, or court order).

B. Identity and Legal/Lawful Status Verification (must provide one):

i. Valid unexpired Utah Driver's License or other State issued ID;
ii. Valid unexpired U.S. passport or passport card;
iii. Birth Certificate (household members under the age of 18); or
iv. Permanent Resident card.

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C. Social Security Verification (must provide one):

v. Social Security card issued by the U.S. government that has been signed and has not been laminated; or
vi. If the Social Security card is not available, the Applicant may present one of the following documents which contain the Applicant's name and SSN:
vii. W-2 Form;
viii. SSA-1099 Form;
ix. Non SSA-1099 Form;
x. Pay stub showing Applicant's name and SSN; or
xi. Letter from the Social Security Administration indicating ineligible to obtain a Social Security Number because of their legal/lawful presence status.

1.4 Credit Scores, Reports, and Title Holders

To meet underwriting criteria, credit reports will be required and evaluated to determine credit worthiness for both Head of Household and Spouse/Partner. The determination is effective for the MA program even if Spouse/Partner is not included in first mortgage.

Frequently, lenders use a three repository merged credit report (TRMCR) to determine a mid-credit score. These reports include scoring information from three different agencies: TransUnion, Equifax, and Experian. The City will use the lowest mid-credit score of the applicant and co-applicant (if applicable) as it evaluates credit worthiness from Applicant(s). Scores of 649 and below will result in an automatic denial of the Applicant. The mid-credit score will also be used to determine if conditional exceptions to the debt ratio apply.

Credit reports will also be required from other household members, who are at least 18 years old, whose income is required to make the loan feasible and meet underwriting criteria and/or to qualify for the MA Loan or any superior lien interest. Designated Head of Household and Spouse/Partner must be on title for the MA Loan.

1.5 Debt Ratios

Monthly Housing Expense Ratio (HER), or front-end ratio: The mortgage payment, including HOA fees, escrows for taxes and insurance, cannot exceed 33% of Applicant's gross monthly income if their mid credit score is 650-699, and cannot exceed 35% if their mid credit score is 700 or higher. Applicant's total monthly fixed debt-to-income ratio (DTI) cannot exceed 43% of Applicant's gross monthly income if their mid credit score is 650- 699 and 45% if their mid credit score is 700 or higher. Any Applicant whose DTI exceeds the established limits must reduce their ratios before they will be eligible to receive the MA Loan. The amount a person can receive is up to 7.5% of the purchase price, not to exceed $15,000.

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BASE REQUIREMENTS

Credit Score	Maximum Qualifying Ratios % (HER/DTI)
650-699	33/43
700 and Above	35/45

Conditional Exceptions to the above ratios may be considered if any of the following apply:

CONDITIONAL EXCEPTIONS

Credit Score	Maximum Qualifying Ratios % (HER/DTI)	Acceptable Compensating Factors
650 and Above	40/47	**One** of the following: • Verified and documented cash reserves (minimum of $1,000 and no more than $15,000); • Minimal increase in housing payment (no more than $100 or 5%); or • Residual income (minimum of 20% of Gross Income according to RI calculator)
650 and Above	43/43	No discretionary debt (for example: credit card debt)
650 and Above	43/50	**Two** of the following: • Verified and documented cash reserves (minimum of $1,000 and no more than $15,000); • Minimal increase in housing payment (no more than $100 or 5%); or • Residual income (minimum of 20% of Gross Income according to RI calculator)

Loan to Value not to exceed 103%.

Further exceptions may be considered for applicants with credit scores above 740. Financial counseling may be required to obtain exceptions. Any exceptions granted must be documented in writing by Staff and approved by the Mayor, City Manager, or designee.

1.6 Guarantors

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Applicant(s) must meet credit and underwriting criteria established by the City and must be able to qualify for the MA on their own credit history. The Program does not allow for co-signers that will not be owner-occupants of the house being purchased.

1.7 Applicant Contribution

Applicant(s) shall make a cash contribution toward the down payment and closing costs of at least $1,000. A maximum of $15,000 of the Applicant's own funds may be contributed toward the purchase of the property. Down payment, closing costs subsidies available to Applicant(s) as gifts from relatives, seller-paid closing costs, employer assistance, other government subsidies, church assistance, etc., are acceptable and allowed if they do not exceed the $15,000 maximum.

1.8 Homeowner Education

Prior to closing, Applicants will be required to participate in a homeowner's education class designed to assist new homeowners. The City will only accept certificates of completion from approved homeowner education course providers. (See Appendix for a list of approved homeowner education providers). Applicants who have begun but not yet finished the course may be conditionally approved but must submit a completion certificate before closing. The purposes of this requirement are:

a. To enable the Applicant to understand the responsibilities that accompany participation in the City's Mortgage Assistance program;
b. To enable the Applicant to understand the home buying process;
c. To enable the Applicant to understand and prepare to assume homeownership responsibilities and tasks;
d. To develop an understanding of homeownership to promote self-respect, pride, and community responsibility.

1.9 Homeowner Tax and Insurance Requirements

Applicant shall agree to have taxes and homeowner's insurance escrowed as part of the first mortgage monthly payment. Insurance must be in an amount acceptable and comparable to the value of the home and covering all existing buildings and structures present on the property, as determined by the first mortgage lender. Eagle Mountain City shall be listed as a Lien Holder on all property damage policies with usual loss payable to Mortgagee.

1.10 Household Assets

Applicant's total household liquid assets after closing shall not be more than $3,000 more than the Applicant's contribution toward the purchase of the property. Liquid assets include:

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a. Savings accounts;
b. Checking accounts;
c. Stocks, bonds, savings certificates, money market funds and other investment accounts, not including retirement accounts;
d. Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims; and
e. Cash value of trusts available to household members.

1.11 Household Income

The RDA will use the annual income definition found at 24 CFR Part 5 to determine program eligibility. The Part 5 definition of annual income is the gross amount of income of all household members over the age of 18 that are anticipated to be received during the coming 12-month period. This definition also states that income of minors or live-in aides will not be included.

a. Gross Amount. For those types of income counted, gross amounts (before any deductions have been taken) are used;
b. Income of all adult household members. The Part 5 definition of annual income contains "inclusions"—types of income to be counted—and "exclusions"—types of income that are not considered (for example earned income of minors);
c. Anticipated to be received. The Part 5 annual income is used to determine eligibility and use a household's expected ability to pay, rather than past earnings; and
d. Income Verification. All income must be fully documented and verified. Stated income is not allowed.

1.12 Income Limits[2]

The Mortgage Assistance Program is available on a one-time basis, to households and individuals whose gross income does not exceed 120% of the median income level adjusted for family size as determined by HUD for Utah City, UT HUD FMR Area and updated annually. The total household income of a Homebuyer must not exceed the income limit established by the City for this program.

1.13 Marital Status

Applicants may be single, divorced, or married. Applicants with a Spouse/Partner must co-apply for the MA even if only one of them is obtaining the first mortgage. A credit check will be performed on all Applicants to determine qualification for MA Loan. The middle or representative credit score must be 650 or higher unless the Automated Underwriting System approves an applicant with a lower score.

[2] Normally, programs like this are intended for low- to moderate-income households with gross household incomes no higher than 80% of Area Median Income (AMI). Due to a shortage of affordable housing and in recognition that it is difficult to find affordable housing for sale, Utah (per UCA 17C-1-102(32)) allows up to 120% AMI for income targeted housing to be occupied by the owner.

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1.14 Pre-Approved for First Mortgage

Applicant(s) shall be pre-approved for a first mortgage prior to making Application for a MA Loan.

1.15 Principal (Primary) Residence

The borrower(s) shall agree to occupy the property as their primary place of residence for as long as the MA agreement is in place but no less than two years from the closing date. The MA loan amount shall be immediately due and repayable in full at any time the Borrower(s) does not use the subsidized property as their Principal (Primary) Place of Residence.

Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require the repayment of the full amount of the Mortgage Assistance Loan to the City.

It is the Borrower's responsibility to inform the City if they lease, rent, sublet, vacate, sell, transfer, and/or assign any legal or equitable interest in the property. If Borrowers vacate the property prior to two years from closing date, they will incur a $2,000 penalty beyond the outstanding MA repayment amount, which must be paid at the same time the MA is paid off. No exceptions will be made for partial time lived in the property that is less than two years from the closing date.

An MA Loan for a residence that is occupied by the Homeowner through the end of the Term of the Agreement (15 years) or after full loan forgiveness shall require no repayment of the Mortgage Assistance Loan upon resale or rental thereafter.

2.0 Eligible Property

2.1 Properties shall meet all applicable requirements of the MA Program, including:

a. Inspections. A Certificate of Occupancy will be verified by Staff and a home inspection report performed by a professional home inspector shall be submitted by the Applicant before final approval of the MA Loan. If substantial repairs are deemed necessary by Staff, the completion and cost shall be negotiated between buyer and seller. Repairs must be completed prior to closing and occupancy of any property subsidized with an MA Loan. An MA Loan may be denied if construction on the property has taken place for which no Certificate of Occupancy exists or if repairs cannot be made by the time of the closing and occupancy of the property.
b. Location. Properties must be located within Eagle Mountain City limits.
c. Unit Characteristics. Properties shall be situated on a permanent foundation with a permanent utility hook-up.

2.2 Eligible properties include:

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a. Single-family detached property;
b. Single-family detached property with a City-approved legal accessory dwelling unit (if part of the unit is owner occupied); and
c. Single-family attached properties (i.e., one half of a twin home or a town home or condominium).

2.3 Ineligible properties:
a. Duplexes or larger multi-unit buildings under single ownership; and
b. Mobile homes

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2.4 Occupancy Status (prior to purchase). Single-family units are eligible provided the property is vacant, occupied by the existing owner and/or occupied (rented) by the Applicant/Borrower.

3.0 Appraisals.

3.1 Utah State licensed appraisers must perform all appraisals, and all appraisals must be dated within six (6) months of closing date. The MA Loan plus the first mortgage amount cannot exceed the lesser of the appraised value or purchase price. All appraisals used to determine Fair Market Value must meet the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA) definition of an appraisal (see 49 CFR 24.2(a)(3)) and the five following requirements (see 49 CFR 24.103(a)(2)):

a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least 5-year history of sales of the property.
b. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors, such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
d. A statement of value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

3.2 Occupancy. After closing, the property must be the principal residence of all Applicants and household members which were included in the Complete Application.

3.3 Agreement Period. Housing purchased with an MA Loan under the MA Program

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must remain the principal place of residence of the Borrower for at least 15 years or until the loan is repaid or forgiven.

3.4 Seller Responsibilities. Individuals selling a property in a transaction which is to assisted with an MA loan shall agree to comply with all local requirements as applicable and corresponding to the funding source including:

a. Inspection/Repairs & Corrections. The seller must make any corrections needed for the property to obtain a Certificate of Occupancy for any construction on the property not covered by such. An MA Loan cannot be committed until Staff have reviewed and approved an inspection of the property performed by a professional home inspector.

3.5 Lender Responsibilities.

a. Scheduling the Closing Date. The Lender shall schedule a closing date no earlier than two (2) days from the Loan Agreement execution date. Lender must notify the City at least three (3) business days in advance of the closing date so that the Agreement execution date can also be scheduled. Failure to notify the City could result in a delay in funding. A commitment shall expire 90 days from the date of the Final Approval. An extension of 15 business days may be requested by submitting a written request to the Staff. The City shall make a single payment to the title company engaged in closing the First Mortgage to the property. If the requested loan amount is more than the actual amount needed at closing, the title company will be requested to return the difference to the City at closing. If it is determined by the City after closing that the Borrower has not contributed a minimum of $1,000 to the closing costs or down payment, the City will request the Borrower to return the Loan to the City an amount that would satisfy the $1,000 requirement.

b. Misrepresentation. If Lender becomes aware of misstatements, whether negligently or intentionally made, it shall be their responsibility to immediately notify the Staff. The City will take appropriate action which may include denial or cancellation of the MA Loan.

3.6 RDA & City Responsibilities.

a. Compliance with Utah Code, Title 17C. This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the “Limited Purpose Local Government Entities - Community Reinvestment Agency Act”. No Housing Funds may be used or expended in violation of the Act.

b. Conflict of Interest. No person who exercises or has exercised any functions or responsibilities with respect to activities of the MA program or who are in a position to participate in a decision-making process of the MA program, may obtain a financial interest or benefit from an MA assisted activity, or have an

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interest in any contract, subcontract or agreement with the City, or the proceeds from a MA program, either for themselves or an immediate family member (a spouse, parent, child), during their tenure or for one year thereafter. The conflict of interest provisions applies to any person or family member, defined above, who is an employee, agent, consultant, officer, elected official, appointed official or any person who exercises policy or decision-making responsibilities in the MA program on behalf of the RDA or City. Exceptions to this policy can be made only after local public disclosure and formal approval by the City Council. Staff shall provide to the Board the following information:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
ii. The opinion of the City's attorney is that the interest for which the exception is sought would not violate State or local law.

4.0 Non-Discrimination

Implementation of the Mortgage Assistance Program will be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination based on religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, ancestry, or source of income.

5.0 Application Review

Staff shall review the Borrower(s) Complete Application package to determine both Borrower and property eligibility as outlined in this Manual.

Staff may rely on the income and assets information required by policy as calculated by a licensed loan officer (for preapproval purposes), and then confirmed by the mortgage underwriter (for final approval purposes).

6.0 Zoning Compliance Verification

A zoning compliance verification will be obtained for all MA properties by submitting a Zoning Verification Request Form from Eagle Mountain City to ensure that all properties are eligible.

7.0 Eligible Costs

Proceeds from the MA Loan must be used for down payment and closing costs. The City reserves the right to determine the eligibility of all closing costs and to request lender documentation of normal and reasonable costs. The following is a list of items for which assistance can be provided if all MA program eligibility and qualification requirements are met:

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a. Down Payment
Loans shall primarily be used to reduce the principal borrowed by the Homebuyer from Lender.

b. Eligible Closing Costs

i. Title Company Settlement or Closing Fees;
ii. Recording Fees;
iii. Surveying Fees;
iv. Loan Origination Fees;
v. Credit Reports;
vi. Appraisal Fees;
vii. Property Inspections;
viii. Underwriting Fees;
ix. Document Preparation Fees;
x. Lender's Title Insurance;
xi. Daily Interest Charges;
xii. Aggregate Adjustment Amounts;
xiii. Mortgage Insurance Premiums;
xiv. Homeowner's Insurance Premiums and Fees;
xv. Property Taxes;
xvi. Interest (points) buy downs;
xvii. Prepaid items; and
xviii. Real estate brokerage fees/commissions.

c. Personal Property
MA proceeds cannot be used to finance the acquisition of furnishings, appliances, or other personal property.

d. Consumer Debt/Judgments
MA proceeds cannot be used to pay off all or any portion of Borrower's consumer debt, liens, or judgments. Delinquent property taxes are also ineligible costs.

e. Corrections and Repairs
MA proceeds cannot be used to pay for any required corrections or repairs to the property.

8.0 Underwriting

The City reserves the right to evaluate an Applicant/Borrower(s) eligibility based on the criteria listed in this program policy manual in a manner consistent with the intent and purpose of the Mortgage Assistance program.

The City may rely in part on the Automated Underwriting System (AUS) documentation (i.e., the underwriting approval letter) from the Lender to verify loan eligibility.

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9.0 Approval of Mortgage Assistance Loan

Once all required documentation has been received from the lender and the loan processer has determined that the Applicant(s) meets all the requirements, the loan is submitted to the Mayor, City Manager, or designee, for review and approval. If a special exception to the above approval conditions needs to be made, an email will be sent to all City Council members showing all appropriate information and the exception being requested. A majority vote of approval is required to approve a special exception. Once approval has been received, a letter will be sent to the Applicant, copying lender, stating approval and terms of the loan.

10.0 Preapprovals

Staff may preapprove the applicant (subject to credit, income, assets, lender preapproval letter, background check, etc.) so that the Applicant can go searching for a home, obtain a purchase contract, and then provide the City with the remainder of documentation (i.e., anything related to the selected property such as the purchase contract, appraisal, title report, inspection, etc.) needed by the City to approve the funding. Preapprovals will remain in place for 30 days.

11.0 Determining Whose Income to Count

The income of all family members over 18 who will occupy the home purchased must be included in the determination of “annual income.” In practice, this means that the Staff member determining income must first determine the number of persons comprising the family, and then calculate the income of all persons in the family, which persons are at least 18 years old. Earnings more than $500 per month for each full-time student who is at

least 18 years old (excluding the head of household and Spouse/Partner) are not included in the household’s annual income.

12.0 Determining Household Size

Some households may include persons who are not counted as family members for the purposes of the Program Income Limits and whose income, if any, is not considered when calculating Anticipated Gross Annual Income. Therefore, the following household members DO NOT COUNT when determining household size for the purpose of comparing “annual income” to Program Income Limits:

a. Foster Children;
b. Live-in Aides;
c. Children of Live-in Aides;
d. Unborn Children;
e. Children being pursued for legal custody or adoption who are not currently living with the household; or
f. A child who is subject to a shared-custody agreement in which the child resides with

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the household at least 51 percent of the time can be counted.

13.0 Loans

13.1 CREDIT Credit score must be above 650 (using middle score). No unsatisfied judgments; clean credit within the last 12 months including past due payments[3]; no bankruptcies or repossessions.

13.2 CAPACITY 6 months of employment. Same line of employment or related education if new job is less than six months. No probationary period. **33%** or less of gross income is for monthly housing costs – Housing Expense Ratio (HER).

43% or less of gross income is for total monthly debt costs – Debt to Income Ratio (DTI).

13.3 MAXIMUM LOAN Up to $15,000 or 7.5% of purchase price whichever is less as needed.

13.4 COLLATERAL Loan to Value (LTV) must not exceed 103% including Mortgage Assistance.

13.5 LIEN IN SECOND POSITION An MA Loan must be in second position and may not be relegated to a lower position.

13.6 Housing monthly payments used to calculate the Housing Expense Ratio (HER) include:

a. Principal and interest;
b. Escrow deposits for real estate taxes;
c. Hazard insurance;
d. Mortgage insurance premium;
e. Homeowner's association duties; and
f. Special assessments.

13.7 Expenditures used to calculate the Debt to Income Ratio (DTI) include:

a. All housing payments above;
b. Long-term installment debt (beyond 10 months remaining to be paid) including student loans, unless Applicant(s) can provide documentation of at least one-year deferment;
c. Revolving accounts and lines of credit;
d. Alimony, child support or maintenance payments, as applicable;
e. Stock pledges, if applicable.

[3] Late payments should certainly be considered for potential disqualification but should be overridden if the Automated Underwriting System overrides them in its review.

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13.8 A loan will be automatically denied if any of the following conditions exist:

a. Mid credit score equal to or less than 649;
b. Unsatisfied local, state, or federal tax liens;
c. Bankruptcy or repossessions within the past year;
d. Clouded credit history over past 12-24 months (i.e., unsatisfied judgments or collections, derogatory comments, or a history of past due payments);
e. Current employment history less than six months;
f. Unsatisfactory response from employer concerning probability of job retention;
g. Probationary status of current employment.

13.9 All available resources of an Applicant must be disclosed (i.e., verification of deposit).

14.0 Outstanding Debt

All outstanding debt for both Applicants must be counted toward the ratios unless there is less than 10 months left on the terms of the loan. Student loan payments do not count if the Applicant can provide proof that they are deferred for one year.

15.0 Self-Employed Income

Net Income from the operation of a business or profession is considered annual income. To determine this type of income, the previous two years of itemized expenditures must be provided as well as the current balance sheet and profit & loss statements. Self-employed income will only be accepted when it can be verified for at least one year prior to Application. To determine capability, if the Applicant has been in business less than one year, employment history for the prior two years must be presented. The City may rely on the assistance of a licensed loan officer to determine self-employed income.

16.0 Permanently Absent Family Members

Documentation will be required to substantiate that the family member is no longer residing at the household address. This documentation may consist of a legal separation agreement, prior year's tax return showing separate filing, or any other documentation which adequately verifies a separate residence for the absent family member.

17.0 Ineligibility

Applicants will be considered ineligible for one or more of the following:

a. Providing false or incomplete information or previously providing false information under oath;
b. Failing to complete required forms or to supply requested information;
c. Having previously received Mortgage Assistance from the program, except in extreme cases where applicant is granted an exception by the City;
d. Failure to successfully pass the required background check;

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e. Unsatisfied judgements.

18.0 Application Period, Prioritization, and Use of Funds

Based on available funds, the City Council will allocate a certain number of loans or loan funds per quarter. Any unspent, returned, or recovered funds will be made available in the next quarter for loans.

Applications will be accepted for the first 10 business days of every calendar quarter. As the MA Program is operated on a first-come, first-served basis subject to the priorities listed in Part 1, Section 5.2.

Following each application period, Staff will review the applications and qualify applicants. In practice, this means that applications received earliest will be considered first. For each day an application or applications are received, priority will be given first to Public Employees of a Participating Entity, second to Public Employees of any governmental agency, and then all other applications. For ties, priority will go to the application(s) with the lowest household income.

If funds are unavailable for the MA Loan, the City may suspend or discontinue accepting Applications until funds become available.

19.0 Reservation of Funds

A Loan will be reserved for each Applicant when the loan application is complete. A Loan will be offered for 120 days and may be extended for 60 days with a total maximum of 180 days.

20. Projected Obligations

Debt payments such as a student loan or balloon note scheduled to begin or come due within 12 months of the mortgage loan closing must be included by the lender as anticipated monthly obligations during the underwriting analysis.

Debt payments do not have to be classified as projected obligations if the Borrower provides written evidence that the debt will be deferred to a period outside the 12-month period.

Obligations not considered debt, and therefore not subtracted from gross income, include:

i. Federal, state, and local taxes;
ii. Federal Insurance Contributions Act (FICA) or other retirement contributions, such as 401(k) accounts (including repayment of debt secured by these funds);
iii. Commuting costs;
iv. Union dues;
v. Open accounts with zero balances;
vi. Automatic deductions to savings accounts;

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vii. Childcare; and
viii. Voluntary deductions.

21.0 Grounds for Denial of Financial Assistance

21.1 Rationale

A cornerstone of a healthy community is sustainable home ownership. The MA Program exists to provide opportunities for home ownership and strengthening and maintaining existing homeowners. Good relations and connections within neighborhoods are essential to building unity and encouraging homeowners to make the choice to invest their time, money, and energy into their neighborhood and community. Providing financial assistance to those required to register as sex offenders and those with serious and/or violent criminal records or drug-related criminal activity would undermine our goal of attracting new homeowners and encouraging existing homeowners to stay in the neighborhoods.

21.2 Policy

The City will deny assistance to Applicants who:

i. Do not meet the established eligibility/underwriting criteria; or
ii. Have engaged in or threatened abusive or violent behavior towards any Staff; or
iii. Have been convicted of any violent crime against a person which includes, but is not limited to, murder, sexual assault, aggravated assault, or any offence of a sexual nature including any individual required to register as a sex offender; or
iv. Have been convicted of any Drug-Related Criminal Activity.

21.3 Background Check

In this screening of Applicants, the City shall perform criminal history background checks necessary to determine criminal history and whether any household member is required to register as a sex offender in the State of Utah or in other States where the household members are known to have resided.

22.0 Accessory Apartments

Housing stock with a City-approved accessory dwelling unit is an eligible type of housing allowed if the home remains owner occupied. Anticipated rent must be included in the calculation of projected income to determine income eligibility.

23.0 Employment History

All Applicants must have a minimum of six months employment with current employer and the employer must certify they are not in a probationary period. If any of the

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Applicants have less than six months employment with current employer, they must verify employment in the same line of work (position, duties, and responsibilities) for at least six months prior. Education, technical or professional, may be considered when Applicants are employed for less than six months only if it relates to the current position. Staff may take economic hardships such as changes in marital status or similar situations into consideration if this requirement is not met.

An applicant who has changed jobs to advance within the same line of work, which maintains income continuity, and is successful in that work (i.e., is retained beyond a probationary period for that position), will also receive favorable consideration.

The Applicant's probability for continued employment should be evidenced in the file. In the case of negative comments received from the employer, Staff must perform a detailed investigation. A summary of their findings should be provided in the file and the underwriting decision should be supported by comments in the file.

24.0 Assessing Income Information

All facts underlying the income information collected shall be assessed using the following considerations:

Pay Periods. Determine the basis on which employees are paid:

- Hourly, weekly, or monthly
- With or without overtime
- Bonus, shift differentials and other forms of payment

An employee who gets paid "twice a month" may be paid either twice a month (24 times a year) or every two weeks (26 times a year). The calculation will bear a significant difference. Be sure to get clarification!

An annual salary is counted as annual income regardless of the payment schedule. For example, if a teacher's annual salary is $30,000, this is the amount used to calculate annual (gross) income regardless of whether the teacher is paid over a nine- or 12-month period.

Variation in pay: For Applicants, whose jobs provide steady employment (e.g., 40 hours a week, 52 weeks a year), it can be assumed that there will only be slight variations in the amount of earnings reflected in monthly or bi-weekly pay stubs. In such cases, three consecutive months of income documentation is an appropriate amount upon which to base a projection of income over the following 12-month period.

For those whose annual employment is less stable or does not conform to a twelve-month schedule (e.g., seasonal laborers, construction workers, teachers), the City will examine income documentation that covers the entire previous twelve-month period. Such workers can experience substantial variations in earned income over the course of a year. As such, an examination of three months of income documentation may not

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provide an accurate basis upon which to project the Applicant's income for the following 12 months.

Sources of earned income: In addition to hourly earnings, Staff will account for all earned income. In addition to the base salary, this will include annual cost of living adjustments (COLAs), bonuses, shift differentials and overtime pay. In the case of overtime, it is important to clarify whether overtime is sporadic or a predictable component of an employee's income. If it is determined that an Applicant has earned and will continue to earn overtime pay on a regular basis, the City will calculate the average amount of overtime pay earned by the Applicant over the pay period the City is using to calculate income eligibility (3 months or 12 months). This average amount is then to be added to the total amount of projected earned income over the following 12-month period.

25.0 Initial Certifications

Households must qualify as low- or moderate-income at the time of Application. [Under current law, the MA program will allow up to 120% AMI.]

The City will not re-examine a household's income during the Application process, unless more than six months have elapsed since the household's income was certified by the Staff.

A preliminary determination of eligibility is made to verify that the Applicant(s) meets the minimum requirements of the Program.

26.0 Assets, Inclusions, and Exclusions

26.1 Determining Assets Income

The City counts the actual income generated by the asset, such as interest on a savings or checking account, for the purpose of determining "annual income." The income is counted even if the household elects not to receive it. For example, though an Applicant may elect to reinvest interest or dividends from an asset, the interest or dividends are still counted as income. In the same manner as with other forms of income, the income from assets that is included in determining "annual income" is the income that is anticipated to be received from the asset during the coming 12 months.

Many Applicants are surprised to learn that checking account balances (as well as savings account balances) are considered an asset. This rule is not intended to count monthly income as an asset, but rather, it recognizes that some households keep assets in their checking accounts. To avoid counting monthly income as an asset, the City will use the average monthly balance over a three-month period as the cash value of the checking account.

When Assets Produce Little or No Income: An "imputed" income will be calculated

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on assets with little or no income based on the “Passbook Rate” (established by HUD— currently 2%) applied to the cash value of assets. This rule only applies if the total cash value of all assets is more than $2,000.

26.2 Computing the Value of Assets

Assets have both a market value and a cash value. Only the cash value (rather than the market value) of an item is counted as an asset. The market value of an asset is simply its dollar value on the open market.

26.3 Inclusions

a. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts the current balance will be used. For checking accounts, the average three-month balance will be used.
b. Cash value of revocable trusts available to the Applicant, or any adult household member.
c. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
d. Cash value of life insurance policies available to household members before death (e.g., surrender value of a whole life or universal insurance policy).
e. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
f. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim’s restitution, insurance settlements and other amounts not intended as periodic payments.
g. Income from retirement and pension payouts.

26.4 Exclusions

a. Necessary personal property, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
b. Interest in Indian trust lands.
c. Assets not effectively owned by the Applicant (or an adult household member). That is, when assets are held in an individual’s name, but the assets or any income they generate is accrued to the benefit of someone else who is not a member of the household, and that other person is responsible for income taxes incurred on income generated by the asset.
d. Equity in cooperatives in which the family lives.
e. Assets which are not accessible and that provide no income for the Applicant.
f. Term life insurance policies (i.e., where there is no cash value).
g. Assets that are part of an active business.
h. Balances of retirement and pension funds.

27.0 Subordination Requirements

The outstanding MA funds will not be due upon prepayment or refinance of the

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first loan, provided that such refinancing of the property, the principal balance of the new first mortgage and the MA Loan proceeds do not exceed the appraised value of the property, and the refinancing is not a cash out refinance. Evaluate LTV upon refinancing.

Subordination of City's Mortgage Assistance Loan to a new first mortgage is allowed when the loan is a streamline loan with no cash out. The borrower's account must be current, which in the case of deferred loans means continuing to be owner occupants of the property for which the assistance was provided. The new loan must have a fixed rate and must have a 30-, 20- or 15- year term. The Homebuyer must intend to continue occupying the property as their principal (primary) place of residence. A comparison of the old and new loans must be provided including loan amounts, interest rates, monthly payments, and terms for both loans. The interest rate and monthly payment must be lower than the previous loan. CD's and LE must also be provided for the proposed new loan. A copy of the pay-off from the mortgage to be paid must be included.

The City will subordinate for free, but no more than once in a three-year period. If additional subordinations are requested or required, a $250.00 fee each must be paid. The City will provide Templates for the Subordination Agreement and Request for Notice.

28.0 Default

28.1 Conditions of Default

a. Transfer of title, sale, or lease of the property;
b. Ceasing to occupy the property as the principal place of residence, for any reason without authorization from the City;
c. Default on the payment of property taxes;
d. Failing to maintain current, valid, and sufficient homeowner's insurance against the property;
e. Failing to adhere to any other deed restrictions agreed upon by signing all the closing documents.

28.2 Determination of Default on an Agreement

MA Loans are normally retired either by conversion to a grant when Borrower fully satisfies the terms of the Agreement or repaid in the normal course of business as the Borrowers contract to sell their property to a new owner. On occasion, borrowers will move out of the property for other reasons without remembering that vacating the property puts them in default and that it triggers immediate repayment of the MA Loan received to acquire the property.

Once the City has learned of a default, staff will contact borrowers to verify that borrowers have indeed vacated the property and to ascertain facts as to the circumstance that caused them to move out.

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28.3 Repayment of MA Loan in Default

Once it has been established that a MA Loan is in default the Borrower must commit to repaying the MA Loan either in full or prorated, depending on the situation under the contract.

The offer of a payment plan by the City is to assist Borrowers in fulfilling their responsibility to repay the Loan. The terms for repayment established here are to cause the quickest repayment possible as the City is responsible for accounting for the Affordable Housing Funds under the Act if the Term period is not met.

Lump sum payments are the ideal repayment method and will be accepted without charging the default interest percentage if paid within 60 days or sooner. Options may be presented when beneficiaries find themselves in situations where full payment is not immediately possible:

a) 0% interest if repaid within 12 months or less
b) 2.0% interest if repaid in 13 to 24 months
c) 4.0% interest if repaid in 25 to 36 months
d) 6.0% interest if repaid in 37 to 48 months
e) 8.0% interest if repaid in 49 to 60 months

Options offered will vary depending on the outstanding loan amount.

- For amounts of $5,000 or less only options a) through c) may be offered
- For amounts between $5,000 and $15,000 only options a) through e) may be offered

29.0 Repeat Applicant

Only in extreme cases, Applicants who have previously received assistance from the City's Mortgage Assistance program may be eligible to receive further assistance.

Consideration will only be given to Applicants where the original established Agreement Period has expired for the property to which they received assistance. The history of their previous account with City must be satisfactory; bankruptcy, foreclosure, short sale, and/or any other form of delinquency shall immediately disqualify Applicants from consideration to receive further assistance.

If Applicants are afforded consideration to a second opportunity, in addition to meeting eligibility requirements for the program to which they are applying, they must submit a letter to the City providing specific information as to why they are seeking additional assistance from the MA program and why they think another opportunity should be afforded to them. Documentation must be included verifying the reasons included in the letter.

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30.0 Appeal Process

30.1 Applicants who have applied for a Mortgage Assistance Loan and who, for any reason, have been determined to be ineligible will be notified by the City in writing. The notification shall state the reason for ineligibility. All information relative to the rejection of the Application shall be documented and placed in the Applicant's file.

An Applicant who has been determined ineligible for Mortgage Assistance or disagrees with any written decision may request a review within thirty (30) days of the date on the written notification. The appeal must be in writing and received by City on or before the expiration of the Appeal Period. If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before Applicant may seek any other relief or remedy. The Appeal shall state the basis for the Appeal and why the decision or action being appealed should be reversed or modified. The right to Appeal will be identified and described in all written decisions or actions of the City sent to the Applicant.

30.2 Notice of Right to Appeal. All written decisions or actions of the City shall contain a notice provision like the following:

As the Applicant for a Mortgage Assistance Loan, you have the right to Appeal any decision or action on your Application for a Mortgage Assistance Loan. You may Appeal the decision or action communicated herein to the City Mayor by filing a written notice of Appeal and statement of the grounds for the Appeal with the Eagle Mountain City Recorder within thirty (30) days from the date of decision or action set forth above (Appeal Period). If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action communicated herein becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before seeking any other relief or remedy. Failure to Appeal within the thirty (30) day Appeal Period may preclude any other relief or remedy. To pursue your Appeal additional information regarding your Appeal may be required. For further information regarding your right to Appeal please contact the City or legal counsel of your choosing.

30.3 Appeal Process.

The Mayor, or designee, shall conduct a hearing on the Appeal within thirty (30) days of receipt of the Notice of Appeal by the City Recorder. Written notice of the date, time and location of the hearing will be provided at least ten (10) days prior to the hearing. The Mayor or designee hear all evidence regarding the Appeal presented by the Applicant, or Applicant's attorney or designee, and the Staff or legal counsel both oral or written provided at or prior to the hearing. The Applicant and the City may call witnesses. The Mayor, or designee, shall determine whether

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the decision or action being appealed was in error or if unusual circumstances existed that would justify approval of the Application. A written decision on the Appeal and the reasons therefore shall be issued within fourteen (14) days from the date of the hearing on the Appeal. The written decision on the Appeal shall be mailed, emailed, or hand delivered to the Applicant.

30.4 Failure to Render Decision.

If a written decision by the Mayor, or designee, is not issued within thirty (30) days of the hearing the Appeal is deemed denied and the decision or action being Appeal is upheld.

31.0 Other Requirements

a. No co-signers who will not be owner-occupants are allowed.
b. Purchase price may not exceed appraisal valuation.
c. Self-employed Applicants must show one year of signed and dated individual tax returns, plus all applicable schedules and signed and dated copies of federal business income tax returns with all applicable schedules and a 12-month Profit & Loss Statement.

32.0 Partial Applications

Notwithstanding a preapproval granted, no partial Applications will be accepted. Once the Complete Application is signed and turned in with all the pertinent documentation no other documents may be submitted that would alter the determination of eligibility or qualification. Applications submitted remain “active” for six months from date of submission. At the end of that period a denied Applicant may submit a new Application.

33.0 Non-Traditional Credit

Non-traditional credit will be reviewed if an Applicant does not have a credit score from any of the three bureaus. Lack of non-traditional credit will not be grounds for denial as no credit history is deemed better than a derogatory credit history.

34.0 Staffing and Administrative Matters

The MA Program is funded by an appropriation from the RDA, which funding attributable to Community Reinvestment Project Area funds intended to support affordable housing initiatives, and administered by the City.

As authorized by the City, a modest fee of no more than 10% of the amount loaned may be assessed to the Housing Funds to cover the costs for Staff to administer the Mortgage Assistance Program. Said fee is payable to the entity employing the person administering the program.

35.0 Annual Reporting

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Staff shall provide, in writing, an annual report to the RDA Board, the City Council, the Mayor, City Manager, and Planning Director, which report includes:

a. The number of people that received a benefit from the program;
b. The number of public employees, by agency, who participated in the program;
c. The total amounts expended, recovered, and outstanding by age; and
d. Such other information that provides an assessment of the reach and success of the program.

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APPENDIX

2024 HUD AREA MEDIAN INCOME CHART

HUD publishes income limits to determine eligibility for different HUD programs. The income limits are based on the median family income for an area. The City of Eagle Mountain is in the Provo-Orem UT MSA Area. The median income for the Utah County area, as published by HUD, for FY 2024 is $109,500. The table below shows the income limit categories based on the number of persons in the family.

FY 2024 Income Limits Table (Provo-Orem UT MSA)

Household Size / Income (AMI)	1	2	3	4	5	6	7	8
Low (80%) Income ($)	61,050	69,750	78,500	**87,200**	94,200	101,200	108,150	115,150

(Source: https://www.huduser.gov/portal/datasets/il.html)

Effective July 1, 2024 through June 30, 2025:

% of Area Median Income			
Household Size	80%	100%	**120%**
1	$61,050	$76,300	**$91,600**
2	$69,750	$87,200	**$104,700**
3	$78,500	$98,100	**$117,800**
4	$87,200	$109,500	**$131,400**
5	$94,200	$117,800	**$131,400**
6	$101,200	$126,500	**$131,400**
7	$108,150	$131,400	**$131,400**
8	$115,150	$131,400	**$131,400**

HOMEBUYER EDUCATION COURSES

Applicants can take any HUD-approved homebuyer education course (see list at https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm) or any of the following courses:

https://utahhousingcorp.org/homebuyer/education
https://extension.usu.edu/hbe/homebuyer-course-certificate/index
https://www.hometrek.org/
https://learn.frameworkhomeownership.org/cdcutah/
https://neighborworksmchs.org/counseling-services/home-buyer-education-class/

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Mortgage Assistance Program

Eagle Mountain City / Eagle Mountain Redevelopment Agency

The purpose of the Mortgage Assistance Program (MA) is to improve the quality of life for families and strengthen the community by helping qualified households to purchase housing in Eagle Mountain City. This program seeks to assist households who otherwise would not be able to become homeowners in achieving this goal.

The City's General Plan includes a Moderate Income Housing Strategy to *"implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."*

Therefore, priority will be given to public employees, such as teachers, firefighters, police, and others, who find it difficult to afford to live in the same city in which they work. Eagle Mountain City leaders want to help these employees by offering a mortgage assistance program.

Funds are provided by the Eagle Mountain Redevelopment Agency as permitted by Utah's *Community Reinvestment Agency Act*. Eagle Mountain City administers the program.

What is it?

A 0% deferred payment loan secured by a lien in second position, with the possibility of forgiveness under certain conditions.

How much assistance can I get?

The maximum amount is 7.5% of the actual purchase price of the residence or $15,000, whichever is less. Funds will be provided at closing.

What are the terms?

- The term of the agreement shall be for 15 years.
- The residence purchased must be the permanent and primary residence of the homebuyer after closing; the homebuyer shall continue to reside in the residence throughout the agreement term.
- If the homebuyer sells the residence during the agreement term, they must repay the loan; which may be subject to proration depending on forgiveness eligibility.
- If the residence is leased, rented, sublet or the like at any time during the agreement term, the homeowner must repay the loan.
- If the residence is sold or rented within the first two years of the term, the homeowner must pay a $2,000 penalty in addition to loan repayment.

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Income Eligibility (Effective Thru 6/30/2025)

The Mortgage Assistance Program is intended to help moderate income homebuyers acquire an affordable home.

For the current year, the Area Median Income (AMI) for Utah County is $109,500 (assumes a household of four persons). The intended target for this program is for households with incomes at 80% of AMI or lower. However, current conditions (local housing prices, mortgage interest rates, and the number of suitable housing units available) make it difficult for homebuyers, even at higher incomes. The program will consider applications for prospective homebuyers with household incomes up to $131,400 (120% of AMI for a household of four persons). See the chart below for specific limits based on household size.

Total Household Income			
Household Size	*80% AMI*	*100% AMI*	*120% AMI*
1	$61,050	$76,300	$91,600
2	$69,750	$87,200	$104,700
3	$78,500	$98,100	$117,800
4	$87,200	$109,500	$131,400
5	$94,200	$117,800	$131,400
6	$101,200	$126,500	$131,400
7	$108,150	$131,400	$131,400
8	$115,150	$131,400	$131,400

Qualifications

The applicant, along with all others over the age of 18 who will reside in the residence to be purchased, shall have a combined family income that is no more than 120% of the current median annual income for Utah County, as published annually by HUD (see above). Married applicants or applicants with a partner must co-apply for the MAP even if only one of them is obtaining the first mortgage. The program does not allow for co-signers that will not be owner-occupants of the house being purchased.

Only owner-occupied units located within Eagle Mountain City limits are eligible for consideration. Present ownership interest disqualifies an applicant from eligibility. The homebuyer must pay a down payment towards the purchase of the residence of at least $1,000. A maximum of $15,000 of the applicant's own funds may be contributed toward the purchase of the property.

The applicant must qualify for and receive fixed-rate financing for the purchase of the residence through a customary mortgage lender before applying for mortgage assistance. Applicants may seek preapproval for this program after obtaining preapproval from a customary mortgage lender.

Applicants must have a minimum mid-credit score of 650 or higher. Monthly Housing Expense Ratio (HER) cannot exceed 33% of the household monthly gross income if their mid-credit score is 650-699 and cannot exceed 35% if their mid-credit score is 700 or higher. Housing expenses or “PITI” includes taxes, insurance, principal payment and HOA fees of the new home loan.

Total debt-to-income ratio (DTI) cannot exceed 43% of the household monthly gross income if applicant’s mid-credit score is 650-699 and cannot exceed 45% if their mid-credit score is 700 or higher. This includes existing monthly debt payments and monthly payment of the new home loan.

How to Apply

Applicants must submit a complete application package including the following materials:

- Completed and signed application
- Copies of Federal tax returns
- Proof of income
- Copies of bank statements
- Home Ownership Class certificate or receipt indicating course has begun
- Loan pre-approval letter from lender (dated within the last 30 days)
- Documentation for all debts
- Proof of identity

Loan Forgiveness Eligibility

Loan forgiveness is available on a prorated basis between 10 and 15 years of continued homeowner occupancy.

For public employees, loan forgiveness is available on a prorated basis between 5 and 10 years.

For public employees of Eagle Mountain City, Alpine School District, Utah County, and the Central Utah Water Conservancy District, loan forgiveness is available on a prorated basis between 3 and 5 years.

Applications, Prioritization, and Use of Funds

Applications will be accepted for the first 10 business days of every calendar quarter. As the MA Program is operated on a first-come, first-served basis subject to the priorities listed in Part I, Section 5.2.

Following each application period, Staff will review applications and qualify applicants. In practice, this means that applications received earliest will be considered first. For each day an application or applications are received, priority will be given first to Public Employees of a Participating Entity, second to Public Employees of any governmental agency, and then all other applications.

If RDA Housing funds are unavailable for the MA Loan, the City may suspend or discontinue accepting Applications until funds become available.

Mortgage Assistance Program

1. [Link PDF of application form]
2. [Link PDF of Mortgage Assistance Program Policy]

See the Policy document for details.

Contact

Email: mortgageprogram@emcity.org

Phone: 801-789-6600

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	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **OCTOBER 1, 2024**
TITLE:	UPDATE - Legislative Priorities List
ITEM TYPE:	Communication Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING
No

PREPARED BY
Clifford Strachan, Director of Legislative Affairs

PRESENTED BY
Clifford Strachan

RECOMMENDATION:

BACKGROUND:
EMMC 2.15.100 establishes a legislative priorities list to clarify by adoption or amendment the authorized ongoing priorities of the City Council and to provide direction to the City Administrator in prioritizing the day-to-day activities of the Director of Legislative Affairs. The list is provided for information and discussion. The City Council may make changes to the list of priorities via majority vote. The attached list includes a description of the issues prioritized, prioritization, status designation, and comments or updates concerning the item.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Legislative Priorities List
2. Legislative Priorities List Update

Legislative Priorities List																		
Order	**Dept**	**Issue / Item**	**Description**	**Priority [see EMMC 2.15.100]**	**E Matrix:**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**	**Date Adopted**		**Assigned**	**Economic Growth**	**Infrastructure Networks**	**Reputational Evolution**	**Generational Planning**	**Environmental Stewardsh**	**Service Enhancement**
2023.001	11	**City Hall Land Acquisition**	Need to prioritize land acquisition for future civic uses, of different types.	**High Priority**	**Schedule**	**Long Horizon**	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023		City Manager		X		X		
2023.037	12	**MIHP re Transfer of Development Rights**	Create a program to transfer development rights for moderate income housing.	**Secondary Priority**	**Schedule**	**In Progress**	7/16/2024	9/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council discussed the topic on 9/3/2024 and directed staff to review the program with developers.	8/15/2023		Draper						
2023.035	14	**MIHP re Mortgage Assistance Program**	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	**Secondary Priority**	**Do**	**In Progress**	9/30/2024	9/24/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. A resolution adopting the program, along with a budget amendment, are forthcoming in October.	1/3/2023		Strachan						
2024.003	14	**Status Report on Master Plans**	Per EMMC 2.19.030.J, provide periodic city council review of the priorites and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	**Secondary Priority**	**Schedule**	**In Progress**	9/30/2024	7/16/2024	Staff reported on the status of master plan reviews on 7/2/2024; the CC requested this item be added to the Legislative Priorities List for periodic status updates.	7/16/2024		Strachan		X		X		
2023.038	16	**MIHP re Planned uses for RDA housing allocation funds**	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	**Secondary Priority**	**Schedule**	**In Progress**	5/1/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/2024 and a resolution to adopt a housing plan is on the agenda for 10/01/2024.	8/15/2023		Berrett				X		
2023.018	21	**Transportation Funding**	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	**High Priority**	**Do**	**Long Horizon**	<2030	5/14/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved $553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); $459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023		Mumford	X	X				
2023.013	21	**City-wide Trail Network Plan**	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	**Secondary Priority**	**Schedule**	**In Progress**	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	5/16/2023		Mumford	X					X
2023.039	21	**MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication**	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	**Secondary Priority**	**Schedule**	**In Progress**	12/31/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation on 9/17/2024.	1/3/2023		Mumford				X		

Legislative Priorities List																		
Order	**Dept**	**Issue / Item**	**Description**	**Priority [see EMMC 2.15.100]**	**E Matrix:**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**	**Date Adopted**		**Assigned**		**Economic Growth**	**Infrastructure Networks**	**Reputational Evolution**	**Generational Planning**	**Environmental Stewardsh**	**Service Enhancement**
2024.001 (was 2023.003)	22	**General Plan Update**	A general plan update has commenced. The project is expected to continue through August 2025.	**High Priority**	**Do**	**In Progress**	8/31/2025	9/25/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda). We are working on forming a working group to assist staff with review of the GP throughout the process, as well as setting up focus group meetings to inform the process. We have an item on the October 15th Council agenda to review the GP outline.	5/16/2023		Larsen			X		X		
2024.001a	22	**General Plan Update**	Survey Data and Outline to the City Council	**High Priority**	**Do**	**In Progress**	6/30/2024	9/25/2024	The survey is out to residents and we have over 1400 responses. Staff will show results to the Council at their meeting on Oct 1st.	3/6/2024		Larsen							
2024.001b	22	**General Plan Update**	**Future Land Use Map:** Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	**High Priority**	**Do**	**In Progress**	9/30/2024	9/25/2024	We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda).	3/6/2024		Larsen							
2024.001c	22	**General Plan Update**	**Annexation Policy Declaration**: Review and preparation (to be included as an Appendix).	**Secondary Priority**	**Schedule**	**Not Started**	6/30/2025	8/14/2024	Start in October.	4/2/2024		Larsen							
2024.001d	22	**General Plan Update**	**Part 1** (Planning context, community context, framework for the future, decision-making framework)	**Secondary Priority**	**Schedule**	**Not Started**	10/31/2024	3/21/2024	Future	3/6/2024		Larsen							
2024.001e	22	**General Plan Update**	**Part 2** (Land use, Transportation, Open Space, Environment)	**Secondary Priority**	**Schedule**	**Not Started**	1/31/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001f	22	**General Plan Update**	**Part 3** (Housing, Moderate Income Housing, Water)	**Secondary Priority**	**Schedule**	**Not Started**	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.	3/6/2024		Larsen							
2024.001g	22	**General Plan Update**	**Part 4** (Plan Administration, Best Practices, Appendices)	**Secondary Priority**	**Schedule**	**Not Started**	6/30/2025		Future	3/6/2024		Larsen							
2024.001h	22	**General Plan Update**	**Review and approve** General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	**Secondary Priority**	**Schedule**	**Not Started**	7/31/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001i (was 2023.028)	22	**GP Full Build Out Scenarios**	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	**Secondary Priority**	**Schedule**	**Not Started**	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.	4/2/2024		Larsen Trusty			X				
2024.001j (was 2023.023 & 2023.049)	24	**GP Water Study**	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future	**High Priority**	**Do**	**In Progress**	12/31/2024	9/25/2024	We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda).	4/2/2024		Larsen			X		X	X	
2023.005	22	**Establish discontinued zoning ordinances**	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	**Secondary Priority**	**Do**	**In Progress**	5/31/2024	9/25/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It was discussed and tabled at the June 18 meeting. Staff will consult with Council members on needed changes. Staff will bring this back to the Council at their 10.15.24 meeting.	5/16/2023		Larsen					X		

Legislative Priorities List																		
Order	**Dept**	**Issue / Item**	**Description**	**Priority [see EMMC 2.15.100]**	**E Matrix:**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**	**Date Adopted**		**Assigned**		**Economic Growth**	**Infrastructure Networks**	**Reputational Evolution**	**Generational Planning**	**Environmental Stewardsh**	**Service Enhancement**
2023.004	22	**MDP/MDA Amendment Proposals**	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	**Secondary Priority**	**Schedule**	**On Hold**	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023		Larsen					X		
2023.015	22	**Zone Transition Code**	Review Zone Transition Code (17.60.160).	**Secondary Priority**	**Schedule**	**Not Started**	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023		Larsen					X		
2023.025	22	**Powerline Corridor Development**	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	**Secondary Priority**	**Schedule**	**In Progress**	6/30/2024	8/15/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has finished cataloging, is reviewing and resolving encroachments, and categorizing all the open space by function.	8/15/2023		Larsen					X		
2023.048	22	**Parking and storage**	Consider a code to enable parking garages based on counting as two parking spaces.	**Secondary Priority**	**Schedule**	**Not Started**		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023		Larsen					X		
2023.009	23	**Facilities Master Plan**	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	**High Priority**	**Do**	**In Progress**	6/30/2024	7/19/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21.	5/16/2023		Weber			X		X		X
2023.032	24	**Irrigation pipe requirements**	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >$70M.	**High Priority**	**Do**	**In Progress**	6/30/2024	8/14/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July. This project has been delayed due to the CIty's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan and expect it to be completed late October/ early November. Currently Parkway Fields is installing purple pipe for use in their subdivision.	5/16/2023		Trusty			X			X	
2023.011a	24	**Airport Road**	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	**High Priority**	**Do**	**In Progress**	12/31/2024	5/30/2024	Contractor is on site.	5/16/2023		Trusty			X		X		
2023.011b	24	**Mid Valley Road**	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	**High Priority**	**Schedule**	**In Progress**	12/31/2025	8/1/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025.	5/16/2023		Trusty			X		X		
2023.043	24	**Adjust Transportation Master Plan to designate MidValley as an expressway**	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	**Secondary Priority**	**Do**	**In Progress**	12/5/2023	9/25/2024	An interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) is on the Council agenda on 10/01/2024.	8/15/2023		Trusty			X		X		
2023.041	24	**Shared Parking**	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	**Secondary Priority**	**Schedule**	**In Progress**	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023		Trusty			X				

Legislative Priorities List																		
Order	**Dept**	**Issue / Item**	**Description**	**Priority [see EMMC 2.15.100]**	**E Matrix:**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**	**Date Adopted**		**Assigned**		**Economic Growth**	**Infrastructure Networks**	**Reputational Evolution**	**Generational Planning**	**Environmental Stewardsh**	**Service Enhancement**
2023.033	32	**Capital Asset Management Plan**	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	**Secondary Priority**	**Schedule**	**In Progress**	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023		Ruesch Hickman			X		X		
2023.042	41	**Safe Routes for Schools as a Calendar Item**	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	**Secondary Priority**	**Schedule**	**In Progress**	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023		Hickman Kofoed Hilton							
2023.008	41	**Rodeo Feasibility Study**	Coordinate a feasibility study to consider relocating the rodeo.	**Secondary Priority**	**Schedule**	**Not Started**		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023		Hickman					X		X
Proposed																			
2024.002		**Matching Grant Program for Neighborhood/Parks Improvements**	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	**Proposed**	-	-		4/16/2024	A program was established in 2016, funded with $1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.			Strachan Hickman							X
2023.019	31	**Advise and Consent**	Coordinate with city boards, committees, and commissions.	**Proposed**	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.										
2023.012	41	**City Food Orchard**	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit…use city resources to beautify and create a commodity for community use.	**Proposed**	-	-						Hickman						X	
2023.029	21	**Master Plan Process**	Council members want to know how they can be involved in the city infrastructure master plan process.	**Proposed**	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.			Mumford				X			
2023.031	21	**Dashboard of city data and demographics**	Provide a dashboard showing data and demographics, for example, permits, population, etc.	**Proposed**	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.			Mumford Berrett				X			
2023.045	21	**Review business licensing with a view to approving or denying licenses based on parking or other code constraints.**	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	**Proposed**	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.			Mumford							X
2023.050	21	**City-sponsored Waterwise Landscaping Grants Program**	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	**Proposed**	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.			Mumford				X			
2023.016	22	**Staff Report for Development Projects**	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a memo etc.	**Proposed**	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.			Larsen							

Legislative Priorities List

Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardsh	Service Enhancement
2023.026	22	**Visitor Parking in Code**	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	**Proposed**	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.			Larsen					X		
Completed																			
2023.044	22	**A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.**	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	**High Priority**	**Do**	**Completed**	4/30/2024	9/17/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24. This was approved by the Council on 9.3.24.	9/19/2023		Larsen					X		
2023.036	21	**MIHP re Impact fees for ADUs**	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	**Secondary Priority**	**Delete**	**Completed**	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023		Mumford							
2023.003c	22	**Development Code: Mobile Business Regulations**	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	**High Priority**	-	**Completed**	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023		Larsen					X		
2023.003b	22	**Development Code: Military Compatibility Amendment**	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	**High Priority**	-	**Completed**	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen					X		
2023.006	22	**Wildlife Overlay Zone**	Facilitate bringing forward a presentation soon.	**Secondary Priority**	-	**Completed**	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen							X
2023.003a	22	**Development Code**	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	**High Priority**	-	**Completed**	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023		Larsen					X		
2023.002	22	**Zoning Map Update**	Update the city's zoning map(s).	**High Priority**	-	**Completed**	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023		Larsen		X			X		
2023.048	12	**Residential Development Standards**	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	**High Priority**	-	**Completed**	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper					X		
2023.047	13	**Standard background for online meetings**	Create a standard background for use in public, teams, and zoom meetings.	**Secondary Priority**	-	**Completed**	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt				X			
2023.007	14	**Annual Council Training**	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	**Secondary Priority**	-	**Completed**	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan							

Legislative Priorities List																		
Order	**Dept**	**Issue / Item**	**Description**	**Priority [see EMMC 2.15.100]**	**E Matrix:**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**	**Date Adopted**		**Assigned**		**Economic Growth**	**Infrastructure Networks**	**Reputational Evolution**	**Generational Planning**	**Environmental Stewardsh**	**Service Enhancement**
2023.004	22	**Fencing Code**	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	**Secondary Priority**	-	**Completed**	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023		Larsen					X		
2023.001	21	**Title 16 Subdivisions**	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	**High Priority**	-	**Completed**	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023		Mumford					X		
2023.034	24	**Water Conservation Issues**	Adjust water rates to save for infrastructure needs.	**High Priority**	-	**Completed**	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023		Trusty			X				
2023.027	14	**Second Class City Requirements**	What needs to be done? When?	**Secondary Priority**	-	**Completed**		10/3/2023	Provided a memo listing requirements and trigger for changes.			Strachan					X		

Summary of Changes Since Last Report						
Issue / Item	**Description**	**Priority [see EMMC 2.15.100]**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**
MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	**Secondary Priority**	**In Progress**	9/30/2024	9/24/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. A resolution adopting the program, along with a budget amendment, are forthcoming in October.
MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	**Secondary Priority**	**In Progress**	5/1/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/2024 and a resolution to adopt a housing plan is on the agenda for 10/01/2024.
General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	**High Priority**	**In Progress**	8/31/2025	9/25/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda). We are working on forming a working group to assist staff with review of the GP throughout the process, as well as setting up focus group meetings to inform the process. We have an item on the October 15th Council agenda to review the GP outline.
General Plan Update	Survey Data and Outline to the City Council	**High Priority**	**In Progress**	6/30/2024	9/25/2024	The survey is out to residents and we have over 1400 responses. Staff will show results to the Council at their meeting on Oct 1st.
General Plan Update	**Future Land Use Map:** Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	**High Priority**	**In Progress**	9/30/2024	9/25/2024	We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda).
GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	**High Priority**	**In Progress**	12/31/2024	9/25/2024	We have dismissed our first consultant to help with the Future Land Use Map and Water Plan. We have another consultant we want approval from the Council to use (decision is on the 10.1.24 Council agenda).
Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	**Secondary Priority**	**In Progress**	5/31/2024	9/25/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It was discussed and tabled at the June 18 meeting. Staff will consult with Council members on needed changes. Staff will bring this back to the Council at their 10.15.24 meeting.

Summary of Changes Since Last Report						
Issue / Item	**Description**	**Priority [see EMMC 2.15.100]**	**Status**	**Target Date**	**Date of last update**	**Comments/Update**
Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	**Secondary Priority**	**In Progress**	12/5/2023	9/25/2024	An interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) is on the Council agenda on 10/01/2024.
MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	**Secondary Priority**	**In Progress**	12/31/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation on 9/17/2024.

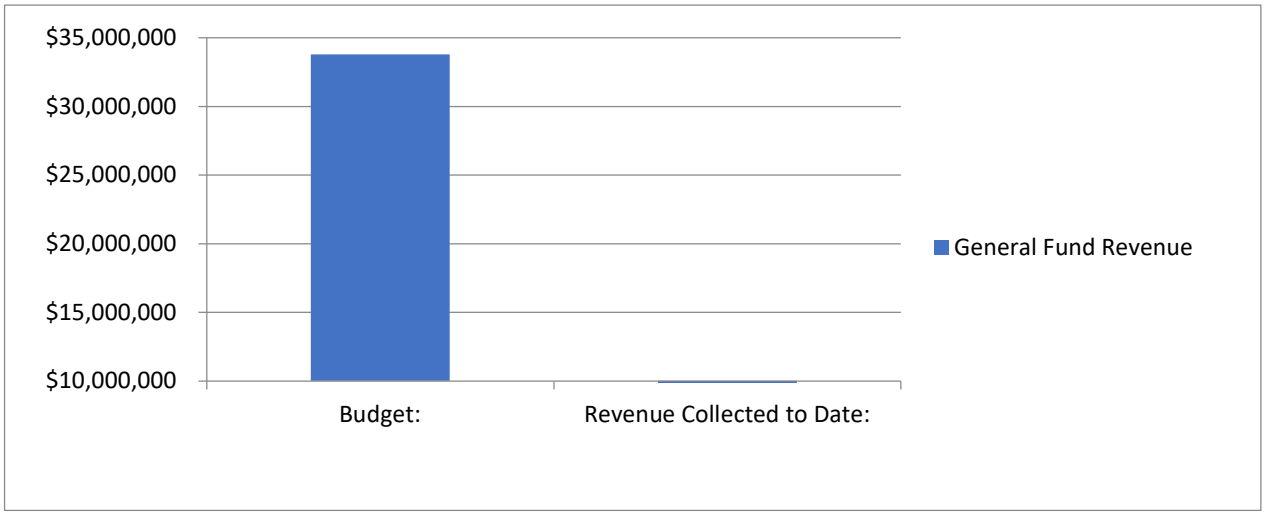
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through August 2024

GENERAL FUND

General Fund Revenues

Budget:	$	33,790,608
Revenue Collected to Date:	$	5,801,579
Percent of Total Budget Collected:		17%
Percent of Year Completed:		17%



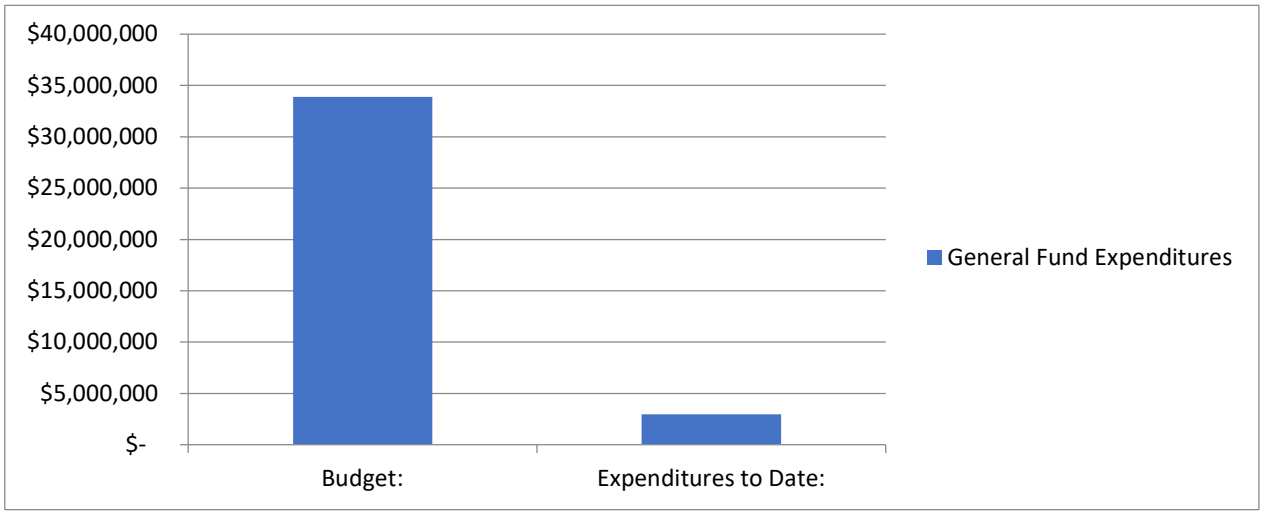
Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Taxes	$ 21,222,114	$ 3,498,185	16.48%
Licenses and Permits	$ 32,000	$ 631	1.97%
Planning Building & Eng Fees	$ 5,186,000	$ 1,237,124	23.86%
Intergovernmental	$ 2,607,000	$ 3,750	0.14%
Charges for Services	$ 246,500	$ 76,483	31.03%
Recreation	$ 121,000	$ 16,647	13.76%
Utility Revenue	$ -	$ 42,285	0.00%
Fines & Forfeitures	$ 15,000	$ 3,468	23.12%
Other Revenues	$ 335,500	$ 221,270	65.95%
Interfund Transfers	$ 2,601,143	$ 405,286	15.58%
Special Revenues & Resources	$ 1,424,351	$ 296,449	20.81%

Note:

General Fund Expenditures

Budget:	$	33,899,511
Expenditures to Date:	$	2,962,763
Percent of Total Budget Expended:		9%
Percent of Year Completed:		17%



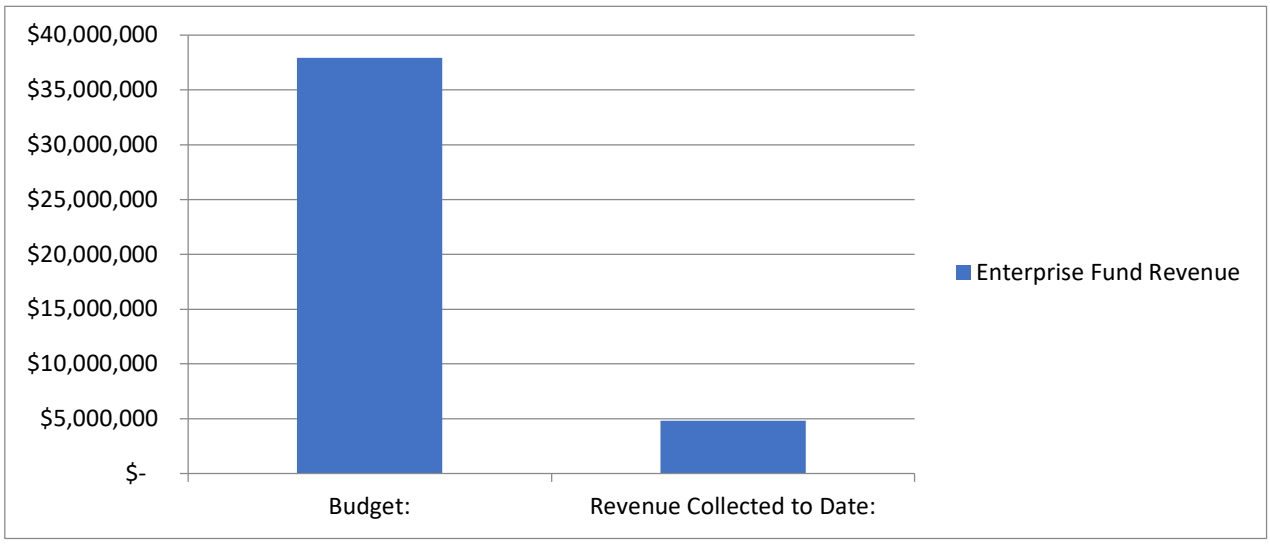
Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
11	General Government	$ 4,782,555	$ 860,897	18%	17%
18	Community Services	$ 5,596,499	$ 350,042	6%	17%
19	General Government	$ 2,226,167	$ 243,797	11%	17%
21	Public Safety	$ 7,664,348	$ 135,081	2%	17%
31	Community Development	$ 362,430	$ 43,694	12%	17%
32	Community Development	$ 1,195,686	$ 192,154	16%	17%
33	Community Development	$ 1,780,741	$ 253,363	14%	17%
41	Public Services	$ 8,089,212	$ 883,735	11%	17%
61	Interfund Transfers	$ 2,201,873.00	0		

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget:	$	37,933,756
Revenue Collected to Date:	$	4,815,906
Percent of Total Budget Collected:		13%
Percent of Year Completed:		17%



Revenue Analysis

		Budget	To Date	% Received	% Yr. Completed
51	Water Fund	$ 18,079,706	$ 2,623,652	15%	17%
52	Sewer Fund	$ 15,494,723	$ 1,437,187	9%	17%
57	Solid Waste Fund	$ 2,773,384	$ 473,164	17%	17%
59	Storm Drain Fund	$ 1,585,943	$ 281,904	18%	17%

Fund 51 - Water Fund:

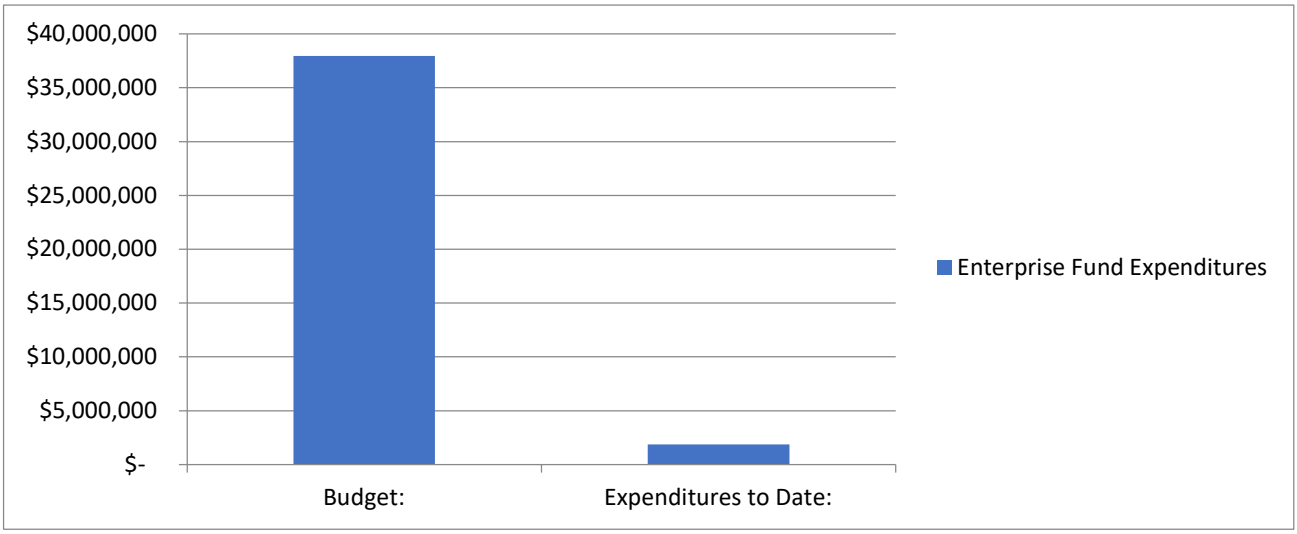
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	$	37,933,756
Expenditures to Date:	$	1,875,008
Percent of Total Budget Expended:		5%
Percent of Year Completed:		17%



Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
51	Water Fund	$ 18,079,706	$ 654,658	4%	17%
52	Sewer Fund	$ 15,494,723	$ 832,068	5%	17%
57	Solid Waste Fund	$ 2,773,384	$ 252,788	9%	17%
59	Storm Drain Fund	$ 1,585,943	$ 135,493	9%	17%

Note:

The Water Fund had a $5.3M payment to Central Utah Water Conservancy District for payment of Development Fees that took place in Ju

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.
Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses
Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.
Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 08/31/2024	Committed Balance	Available Balance	Projected Available Balance by 6/30/2025**
11 - Water Impact Fee Fund	$22,575,734	$4,425,645	$18,150,089	$18,729,948
12 - Wastewater Impact Fee Fund	$2,959,143	$835,681	$2,123,461	$2,768,478
15 - Parks/Trails Impact Fee Fund	$7,890,021	$1,250,000	$6,640,021	$7,248,830
16- Public Safety Impact Fee Fund	$149,502	$0	$149,502	$159,936
17 -Stormwater Impact Fee Fund	$2,425,966	$2,015,300	$410,666	$503,557
18 -Transportation Impact Fee Fund	$61,619	$3,897,671	($3,836,052)	($3,641,930)

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

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

Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Allgood Plat Amendment
- AT&T Tower Gateway Site Plan
- Belle Street Seminary Building Site Plan
- Cedar Corners Phase 5
- Cedar Glen Concept Plan
- The District Eagle Mountain Commercial Master Site Plan & Preliminary Plat
- Dutch Bros Site Plan
- Eagle Mountain East Retail Concept Plan
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Garner Farms Master Development Plan
- Harmony A-13 and A-14 Site Plans
- JDH Smith Concept Plan
- Overland Village 2B Preliminary Plat
- Strides Site Plan

Code Amendments

- Drive-Thru Regulations
- Historic Zones
- Off-Street Shared Parking Agreements for Non-Single Family
- Solar Power/Alternative Energy Code
- Transfer of Density Rights

Other Items

- City Brand & Marketing Playbook Amendments
- Commercial Water Rights Requirements
- Consideration of a Demonym
- Consolidated Fee Schedule Updates
- Local Building Authority meeting (to adopt bylaws)
- Strategic Planning Retreat/Conference

Please note all items are tentative and are subject to change.