

Fairfield Town

Utah County, Utah

PUBLIC NOTICE IS HEREBY GIVEN THAT The Town Council of Fairfield, Utah
Shall hold a Regular Session Meeting on September 24, 2025, @ 7:00 P.M.
At the Town Office 121 West Main Street Fairfield, Utah

Call to Order

- 1) Roll Call

Business Items

The Council will discuss (without public comment) and may approve the following items:

- 1) Approve the Fairfield Industrial Park Development Agreement, approximately located at 400 S Allens Ranch Road.
- 2) Approve Fairfield Industrial Park Development Agreement Final Plat approval.
- 3) Comcast water impact fee connection and water share requirements.
- 4) Ordinance # 2025-16. An Ordinance Repealing and Reinstating Fairfield Town Code § 10.11.260. Airpark Zone (renamed Airpark Mixed Use Zone) and Amending Town Code § 10.16. Special Use Regulations, Adding Additional Special Uses.
- 5) Ordinance #2025-17 An Ordinance Repealing and Reinstating Fairfield Town Code § 10.11.275 Airpark Overlay.

Closed Session

Possible motion to enter into closed session for the purchase, exchange, or lease of property; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual; or the deployment of security personnel, devices, or systems.

Adjournment

Supporting materials are available for inspection on the Town Website, <https://fairfieldtown-ut.gov/>. Questions and comments to Staff and/or Council may be submitted to sshelley@fairfieldtown-ut.gov.

Join Zoom Meeting

<https://us06web.zoom.us/j/81047256635?pwd=xwZEwcYS0lUDRxfiBEUfaiaF9swxwH.1>

Meeting ID: 810 4725 6635

Passcode: 770324

PLEASE NOTE: The order of items may be subject to change with the order of the Mayor. One or more council members may participate by electronic telecommunication means such as phone, internet, etc., so that they may participate in and be counted as present for all meeting purposes, including the determination that a quorum is present.

Certificate Of Posting

The above agenda notice was posted on or before the 23rd day of September 2025 at the location of the meeting, Fairfield town office, 121 West Main Street, Fairfield, UT, and at the Fairfield town website <https://fairfieldtown-ut.gov/meetings/>, and on the Utah State public notice website at <https://www.utah.gov/pmn/index.html>.

In Compliance With The Americans With Disabilities Act, Individuals Needing Special Accommodations (Including Auxiliary Communicative Aids And Services) During This Meeting Should Notify City Offices At 801-766-3509.

Date

Stephanie Shelley Town Recorder/Clerk

Resolution #R2025-15 A Resolution Approving a Development Agreement with Fairfield Industrial Park, approximately located at 400 S Allens Ranch Road.

Dated September 24, 2025

WHEREAS, Utah law authorizes municipalities to enter into development agreements for the use and development of land within the municipality; and

WHEREAS, the Fairfield Town Council finds it in the public interest of Fairfield Town to enter into a development agreement with the developer of the proposed Fairfield Industrial Park of the land included within that proposed project;

BE IT RESOLVED THAT THE TOWN COUNCIL OF FAIRFIELD HEREBY:

- 1) Council approves the development agreement attached hereto and authorizes the Mayor of Fairfield Town to execute the agreement on behalf of the Town;
- 2) The effect of this Resolution is subject to all conditions of the land use approval granted by the Town for the proposed project.

EFFECTIVE DATE: This Resolution shall become effective immediately upon adoption.

Passed and Adopted this 24th day of September 2025.

FAIRFIELD TOWN

Hollie McKinney, Mayor

RL Panek	yes_____	no_____	abstain_____
Tyler Thomas	yes_____	no_____	abstain_____
Michael Weber	yes_____	no_____	abstain_____
Richard Cameron	yes_____	no_____	abstain_____

ATTEST:

Stephanie Shelley, Recorder

(OFFICIAL SEAL)

FAIRFIELD TOWN

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of a Resolution passed by the Town Council of Fairfield Town, Utah, on the 17th day of September 2025.

Resolution #R2025-15 A Resolution Approving a Development Agreement with Fairfield Industrial Park, approximately located at 400 S Allens Ranch Road

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, this 24th day of September 2025.

_____,
Stephanie Shelley
Fairfield Town Recorder/Clerk

(SEAL)

After recording, please send to:

Town of Fairfield

Attn: Town Clerk

Address:

Address:

APN: 59:065:0070 and 59:065:0067

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is between The Town of Fairfield, a Utah municipal corporation ("Town"), and Fairfield Industrial Park, LLC, a Utah corporation ("Applicant").

RECITALS

WHEREAS, the Applicant is the owner of certain real property identified as Utah County Assessor Parcel Number(s): 59:065:0070 and 59:065:0067, which is more specifically described in the attached **Exhibit A** ("Property") and is approximately located at 600 South Allen Ranch Road; and

WHEREAS, the Property is subject to the Fairfield, UT Code of Ordinances ("Code"); and

WHEREAS, the Applicant desires to develop the Property for use as an industrial park ("Project"), in accordance with the concept plan attached hereto as **Exhibit B** ("Concept Plan"); and

WHEREAS, in furtherance of the Applicant's desire to develop the Project, the Applicant has requested that the Town apply modified zoning standards to the Project, in accordance with the Code as modified by the Design Standards attached to **Exhibit E**; and

WHEREAS, the Fairfield Town Council ("Town Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) et seq., as amended, and the Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development of the Project pursuant to the terms contained herein.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Definitions.** Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Code.

2. **Enforceability.** This Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the Town Council, in its sole legislative discretion, approves this Agreement pursuant to Resolution No. , a copy of which is attached as Exhibit D.

3. **Effective Date.** This Agreement is effective as of the day, the Town Council approves the Resolution ("Effective Date"). The Applicant shall sign the Agreement within 30 days of the Effective Date and record it with the Utah County Records Office. Failure to comply with this section shall automatically terminate the Agreement.

4. **Conflicting Terms.** The Project shall be developed in accordance with the requirements and benefits of the Code, and this Agreement as of the Effective Date. If there is a discrepancy between the requirements of the Code, and this Agreement, this Agreement shall control.

5. **Development Obligations.**

A. Concept Plan. The Applicant shall develop the Project in accordance with the Concept Plan.

B. Uses. The Property shall be entitled to all uses otherwise permitted under the Code, in addition to those uses listed in **Exhibit E**.

C. Phasing. The Project may be constructed in four phases. Each phase must contain at least 9 lots or acres.

D. Development Standards.

i. Water.

1. Water Bank. Prior to the issuance of any building permit within the Project, the Applicant shall convey to the Town 10 acre-feet of water, which the Town will hold in a designated "Water Bank." Before the first building permit is issued for each lot in the Project, the Property Owner intending to develop its lot, shall submit a water use analysis prepared by a water expert mutually approved by the Town and Property Owner (the "Water Engineer"),

estimating the expected water demand in acre-feet based on the proposed use (each being an "Estimated Water Use"). The Town will deduct from the Water Bank .9 acre-feet of water per lot (the "Standard Water Bank Allotment"). The Applicant shall ensure that the Water Bank maintains a minimum balance of 5 acre-feet, until such time that the Applicant's Water Engineer determines, that there is enough water in the Water Bank to meet the Standard Water Bank Allotment for any remaining lots which have not yet received a building permit.

2. Additional Water Required. If the Estimated Water Use is greater than the Standard Water Bank Allotment, then before the Town may issue a final Certificate of Occupancy, the Property Owner shall convey to the Town an amount of water equal to the difference between the Estimated Water Use and the Standard Water Bank Allotment (the "Estimated Excess Water Use"). This method of estimating and contributing water, shall be used in each subsequent phase. The Standard Water Bank Allotment plus the Estimated Excess Water Use (if any) is referred to herein as a lot's "Water Allocation".

3. Water Easement. If any future Property Owner seeks to change the approved use for any given lot, the requesting Property Owner shall provide an updated analysis from the Water Engineer demonstrating that the new use does not exceed the current Water Allocation for that lot. If the Water Engineer determines that the new use will exceed the current Water Allocation for that lot, the Property Owner shall convey to the Town sufficient additional water to meet the increased demand. To ensure the Town may enforce this requirement, each final subdivision plat for the Project shall include a recorded "Water Easement" in favor of the Town. This Water Easement shall burden each lot and shall authorize the Town to require the future owner of any lot to dedicate additional water to the Town in the event the actual water demand associated with any proposed or changed use of such lot exceeds the Water Allocation for that lot. The language of the plat note shall be mutually agreed to by the Town and Applicant prior to the recording of the first plat in the project.

4. Water Study. The Town and Applicant shall

commission a water study (the “Water Study”) to be conducted by the Water Engineer, analyzing actual water usage by developed lots within the Project over time. If the Water Study demonstrates that the average lot in the Project is using less than the Standard Water Bank Allotment, the Applicant may, prior to approval of any phase following Phase I, petition the Town to reduce the Standard Water Bank Allotment applicable to the next phase. Upon receipt of such a petition the Town shall reduce the Standard Water Bank Allotment for that phase to the average usage reflected in the Water Study, rounded to the nearest one-tenth (0.1) acre-foot. Conversely, if the Water Study demonstrates that the average lot is using more than the Standard Water Bank Allotment, the Town may increase the Standard Water Bank Allotment for the next phase by increasing the Standard Water Bank Allotment for that phase to match the average usage reflected in the Water Study, rounded to the nearest one-tenth (0.1) acre-foot. Further, for each lot in a prior phase, the Town shall credit or debit the Water Bank, the difference between the prior Standard Water Bank Allotment used for that lot, and the new Standard Water Bank Allotment determined by the Water Study.

5. Future Allocations. If, after the Effective Date, the Town formally adopts a water allocation system that determines water demand or contribution requirements based on meter size, pipe diameter, or other standardized infrastructure sizing criteria (a “Meter-Based Allocation System”), the Applicant and the Town may, elect to have all future water contributions under this Section calculated in accordance with the Meter-Based Allocation System in lieu of the methodology described above; provided, however, that any such election shall only apply prospectively and shall not affect water contributions or deductions previously calculated based on the rest of this Section.

ii. Well and Pumphouse.

1. As a condition precedent to the issuance of any building permit within Phase 1 of the Project, the Applicant shall convey Lot ___ of the Project (“Well Lot”) to Town for the purpose of constructing a functional well and pumphouse to serve the Project and other properties, as the Town determines. If the Town does not construct a well and pumphouse within ten (10) years of the

Effective Date of this Agreement, the fee title ownership of the Well Lot, shall automatically revert to the Association. The nature of the reversionary interest will be documented by the conveying deed, which will establish that the conveyance is “fee simple subject to a possibility of reverter”.

2. If the Town and the Applicant agree in writing to a reimbursement mechanism acceptable to both parties, the Applicant shall construct the pumphouse and related improvements. In such case, the Town shall cooperate in good faith to facilitate the construction and reimbursement process consistent with the agreed-upon terms.

E. Rights-of-Way.

i. All roads within the Project as shown on Exhibit C (“Roads”), including all curbs, gutters, and the 13-foot wide Road buffer between the property lines and the curb on each side of the Roads (collectively, “Road Improvements”) shall be private and constructed by the Applicant in accordance with the Code. Each Road and all Road Improvements shall be owned and maintained by the Applicant at the Applicant’s sole cost and expense, unless and until such Roads and Road Improvements are dedicated to the Town, and the Town accepts the dedications.

ii. The Applicant shall grant to the Town, at no cost, perpetual access easements over all private Roads within the Project for purposes of inspection, emergency access, and enforcement of applicable laws, regulations, and agreements. Such easements shall be recorded prior to or concurrently with any final plat affecting the applicable Roads. The Town shall have the right, but not the obligation, to enter upon any private Road to perform inspections or take reasonable action necessary to protect public health, safety, and welfare.

iii. Upon sixty (60) days’ written notice from the Town, the Applicant shall dedicate all private Roads and Road Improvements within the Project, to the Town at no cost to the Town. As a condition of dedication, the Applicant shall ensure that the Roads and Road Improvements are in good condition and fully compliant with this Agreement and the Code as of the date such dedication goes into effect (“Road Standards”). The Town may not require (i) the Applicant or (ii) any future owner of a lot within the Project, including if applicable the

Applicant ("Property Owners"), to dedicate fewer than all the Roads, and in return Town shall not be obligated to accept any dedication unless and until the Roads and Road Improvements meet the Road Standards. If the Roads or Road Improvements are not up to standard and the Applicant fails to bring the Roads or Road Improvements to standard, the Town may bring the Road and Road Improvements to standard and charge the Applicant for those related costs.

F. Noise Restrictions. Between the daytime hours of 7:00 AM and 7:00 PM, no Property Owner may generate or allow to be generated noise levels exceeding Eighty-Five (85) decibels, as measured at any point on the Property Owner's property line ("Acceptable Day Noise Level"). Between the night hours of 7:00 PM and 7:00 AM, no Property Owner may generate or allow to be generated noise levels exceeding Sixty-Five (65) decibels, as measured at any point on the Property Owner's property line ("Acceptable Night Noise Level"). The Town may require the Property Owner to remedy noise levels if operations consistently exceed the Acceptable Day Noise Level or Acceptable Night Noise Level. In addition, the Town may initiate enforcement proceedings, including the issuance of notices of violation or other remedies available under law or this Agreement, against the Property Owner responsible for a violation of this provision.

G. Design Standards. The construction of each building in the Project must comply with the design standards attached hereto as **Exhibit E** ("Design Standards").

H. Management Plan. The Project will be managed by a common association created by the Applicant ("Association"), which shall record Covenants, Conditions, Restrictions ("CC&Rs") for the Project. Before approving any preliminary or final plat for any phase of the Project, the Town shall review the CC&Rs and ensure that they are consistent with this Agreement and will be recorded against the Property.

I. Amenities.

i. Landscaping. Each Property Owner shall complete all required front yard landscaping prior to the Town issuing a certificate of occupancy. If the Property Owner is unable to complete the required front yard landscaping at the time a certificate of occupancy (i.e., during wintertime) is applied for, the Applicant may, in lieu of completing the required landscaping improvements, provide a bond or other financial

assurance acceptable to the Town. The amount of such bond or other financial assurance shall be determined by the Property Owner's engineer or other landscaping professional. The bond shall be conditioned upon the completion of the front yard landscaping within a time period specified by the Town, not to exceed one year from the date of issuance of the certificate of occupancy.

ii. Trail and Park.

1. The Project shall include a trail ("Trail") and a park ("Park"), both of which shall be constructed by the Applicant in accordance with the Amenity Approval Process. The primary amenity in the Park, will be a pickle ball court. The Applicant shall be solely responsible for all costs associated with the construction of the Trail and Park. After construction, the Association shall be responsible to maintain the Trail and Park. Once building permits have been issued for 59.71 acres of the available land area in the Project, the Applicant shall complete the construction of the Trail and Park before a building permit is issued for any additional lots. The Town may withhold issuance of any building permits or certificates of occupancy if the Trail and Park are not substantially completed by that time.

2. The Trail and Park shall remain privately owned and maintained, and neither shall be dedicated to the Town unless otherwise mutually agreed to in writing by the Town and the Applicant or if applicable the Association.

3. The Applicant shall ensure that the obligation to maintain the Trail and Park is clearly set forth in the CC&Rs, including provisions requiring that such maintenance responsibilities run with the land. The CC&Rs shall further provide that while the public at large may use the Trail and Park, the Association shall still have the authority to regulate who may or may not specifically use the Trail and Park and that it may enforce rules and regulations related to the use thereof. This authority shall include the right to restrict or prohibit access to the Trail or Park by any individual who violates such rules or

regulations. Unless, specifically dedicated to the Town, the public's use of the Trail and Park may not constitute a public use in such a way as to create any prescriptive right in the Trail or Park.

4. Amenity Approval Process. The Applicant shall submit a set of plans ("Amenity Plans") to the Town for approval prior to the development of the Trail and Park. The Amenity Plans must include a site plan, along with a detailed description of the amenities and elevations or other depictions of the proposed features. The Town shall have 21 days from the date of submission to review the Amenity Plans and provide any feedback. If no feedback is received within this period, the plans shall be deemed automatically approved. In the event that feedback is provided, the Applicant shall address the comments and resubmit the revised Amenity Plans, which will initiate a 14 day review period. If after three rounds of comments the Town has not approved the Amenity Plans, the parties may proceed to the dispute resolution procedures, including mediation, as outlined in this Agreement.

J. Soil Testing. Arsenic testing has been completed by a certified lab as requested by the Town. The test results found that arsenic levels within the soil were within the acceptable levels provided by the Code. No additional arsenic testing is required by any Property Owner before they are granted a building permit.

K. Compliance with Code. The Project must comply with the Code, except where Code requirements are otherwise modified by this Agreement.

L. Building Facades. Building facades for buildings within the Project, should align with the examples shown in Exhibit F.

6. **Minor Changes.** The Town Administrator, after conferring with the Town Attorney and Engineer, may approve minor modifications to the standards contained in Section 5, if, such a modification, in the Town's discretion, will improve the function or aesthetics of the Project..

7. **Town Obligations.** The Town shall review development applications with respect to the Property in a timely manner, consistent with the Town's routine development review practices and in accordance with all applicable laws and regulations.

8. Infrastructure Reimbursement.

A. The parties agree to enter into a separate pioneering agreement, subject to approval by the Town Council, establishing the terms under which the Applicant may be reimbursed by future property owners or users who benefit from the improvements constructed along the road currently designated as 750 South. The Town acknowledges that the infrastructure to be installed by the Applicant, including but not limited to approximately eight (8) feet of asphalt, will provide direct benefit to adjacent properties, including those owned by the adjoining property owner(s).

B. The Town agrees to reasonably cooperate in implementing a reimbursement mechanism requiring future connecting property owners to pay a proportionate share of the Applicant's construction costs.

C. The pioneering agreement shall clearly define the proportional share to be paid by each benefiting property, ensuring that the allocation is equitable based on the benefit derived from the infrastructure improvements. The Town shall not approve or issue any building permits or final approvals for properties benefiting from the improvements unless the required reimbursement has been paid to the Applicant in accordance with the terms of the pioneering agreement.

9. Vested Rights and Reserved Legislative Powers.

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the Town agrees Applicant has the vested right to develop and construct the Project during the Term of this Agreement in accordance with: (i) the Code, and (ii) the terms of this Agreement. The parties hereby agree that the Applicant's vested rights shall be in the version of the Code attached hereto as Exhibit XX, subject to the amendments made by the ordinances attached hereto as Exhibit YY, which shall prevail over any conflicting provisions in the Code attached to Exhibit XX.

B. Reserved Legislative Powers. The Applicant acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding, the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances

meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in Town and Utah County; and, Applicant shall be entitled to prior written notice and an opportunity to be heard to the Town Council with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. Notwithstanding the foregoing, the Town may take immediate legislative or administrative action affecting the Property if necessary to respond to a bona fide emergency, such as wildfire, contaminated water supply, or geologic hazard, that poses a clear and present danger to public health, safety, or welfare.

10. **Effectiveness of Agreement.** This Agreement shall become effective only upon execution by both parties, which must occur within thirty (30) days following the City's adoption of the Resolution. If the Resolution is approved, the Town must execute this Agreement. If Applicant fails to execute this Agreement within that time, the Applicant shall not obtain any vested rights under this Agreement, and the Agreement shall automatically be deemed null and void without further action by either party.

11. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the Term, this Agreement shall not extend further than a period of fifteen (15) years from its date of recordation in the official records of the Utah County Recorder's Office ("Term"). Notwithstanding the foregoing, the Applicant may terminate this Agreement at any point during the Term, provided that (i) construction on the Project has not commenced, or (ii) if construction has commenced, termination shall only apply to future phases of the Project, and the Applicant shall remain responsible for constructing the Trail and Park..

12. **General Provisions.**

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to Town:

If to Applicant:

Sam Smith

With a copy to:

Buchalter P.C.
Attn: Wesley Felice
60 E South Temple, Suite 1200
Salt Lake City, UT 84111
wfelice@buchalter.com

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and Town warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party

on whose behalf each individual is signing. Applicant represents to Town that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest in the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the Town for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the Project as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. Disputes. Defaults, denials, claimed breaches, or other matters subject to this Agreement that are disputed by the parties are subject to the following procedures of resolution:

i. Meet and Confer. Prior to mediation as provided herein, the parties to any dispute hereunder shall meet within thirty (30) calendar days of a request to meet and confer to resolve the dispute. Disputes that are unresolved after the parties meet and confer shall be resolved by mediation, then by litigation.

ii. Mediation. The parties shall attempt, within thirty (30) calendar days (or such longer period as mutually agreed in writing), to appoint a mutually acceptable mediator knowledgeable about the denial, default, or dispute. If the parties cannot agree on a single mediator within that period, each party shall, unless otherwise agreed, appoint its own representative within ten (10) business days (or such longer period as mutually agreed), and those representatives shall jointly select the mediator. Within ten (10) business days (or such longer period as mutually agreed) after the mediator's selection, each party shall provide the mediator and the other party a position paper setting forth its respective position, including relevant facts or circumstances. The mediator shall, within fourteen (14) calendar days (or such longer period as mutually agreed), review the parties' positions and schedule the mediation. The mediator's final decision shall not be binding on the parties.

iii. Appeals. In the event that, in Applicant's reasonable discretion, the mediation provisions of this Agreement would interfere with Applicant's ability to timely appeal a final land use decision, Applicant may, at its option, (i) appeal the final decision, and (ii) move to mediate the dispute. However, before either party files a responsive pleading, including an answer, to the appeal, the parties shall first follow the dispute process contained in this Agreement. If the parties successfully mediate the dispute, the Applicant must withdraw its appeal. However, Applicant is not obligated to withdraw its appeal under any other circumstances and may simultaneously pursue mediation while litigating the appeal. Under no circumstances shall the mediation provisions of this Agreement interfere with Applicant's rights to timely file any appeal..

iv. Litigation. If the parties are unable to resolve the denial, default, or dispute through mediation, either party may pursue any remedies available at law or in equity, including initiating litigation.

v. Termination. The Town may terminate this Agreement following a judicial determination that a material default by the Applicant remains unresolved after Town has given Applicant or in some cases Property Owner, notice and a reasonable opportunity to cure the default.

K. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

M. No Third-Party Rights. The obligations of Applicant and Town set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

N. Assignment. The Applicant may assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of the Town. Upon such assignment, the Applicant shall be released from all further obligations under this Agreement, provided that the assignee assumes all of the Applicant's obligations hereunder in writing.

O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

P. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement and the Exhibits referenced throughout, are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

TOWN

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came
_____ (name of document signer), whose identity
is personally known to me (or proven on the basis of satisfactory evidence) and who
duly sworn/affirmed to me that he/she is the Mayor of
_____ (Town) and said he/she has the authority of said
Town to sign this instrument and said Town executed the same.

Notary Public

(seal)

APPLICANT

Signature: _____

By: _____

Its: _____

Date: _____

Personal Acknowledgment

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came
_____ (name of document signer), whose identity
is personally known to me (or proven on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to this instrument, and acknowledged
he/she/they executed the same.

Notary Public

(seal)

Corporate/Trust/Entity Acknowledgement

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came
_____ (name of document signer), whose identity

is personally known to me (or proven on the basis of satisfactory evidence) and who
duly sworn/affirmed to me that he/she is the _____ (title of
office) of _____ (name of corporation/trust/entity) and said
he/she has the authority of said corporation/trust/entity to sign this instrument and said
corporation/trust/entity executed the same.

Notary Public

(seal)

EXHIBIT A
Property Description

The land referred to in this report is situated in the County of Utah, State of Utah, and is described as follows: Parcel 1:

Beginning at the South Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 0°25'28" East between said South Quarter Corner and a Wilson rebar & cap marking the Center of said Section 32) and running thence along the South Line of the Southwest Quarter of said Section 32, North 89°35'50" West 1,447.093 feet to the Centerline of Camp Floyd Cemetery Road, thence along said Centerline the following (3) courses: 1) North 01°29'00" West 649.986 feet, 2) North 00°16'30" East 320.000 feet, 3) North 02°22'00" East 296.513 feet to a point lying 66.000 feet perpendicularly South and parallel to an East-West 40 Acre Line, thence along said 66.000 feet perpendicularly South and parallel line South 89°33'15" East 1,459.517 feet to a point on the East Line of the Southwest Quarter of said Section 32, thence along said East Line South 00°25'28" West 1,264.875 feet to the point of beginning.

The above-described property is also known by the street address of: Vacant Land, Fairfield, UT 84013 APN: 59-065-0067

Parcel 2:

Beginning at a point on the East Line of the Southwest Quarter of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian, said point lies North 00°25'28" East 1,264.875 feet along said East Line from the South Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°33'15" West 1,459.517 feet to a point on the Centerline of Camp Floyd Cemetery Road, thence along said Centerline North 02°22'00" East 66.037 feet to an East-West 40 Acre Line, thence along said East-West 40 Acre Line South 89°33'15" East 118.000 feet to a North-South 40 Acre Line, thence along said North-South 40 Acre Line, North 00°35'18" East 1,001.899 feet, thence South 89°30'45" East 1,336.414 feet to a point on said East Line of said Southwest Quarter, thence along said East Line South 00°25'28" West 1,066.925 feet to the point of beginning.

The above-described property is also known by the street address of: Vacant Land, Fairfield, UT 84013 APN: 59-065-0070

Property Depiction

(See Attached)

EXHIBIT B

Concept Plan

(See Attached)

EXHIBIT C

Depiction of the Roads

(See Attached)

EXHIBIT D

Resolution _____

(See Attached)

EXHIBIT E

FAIRFIELD INDUSTRIAL PARK

DESIGN AND DEVELOPMENT STANDARDS

1. **Project Overview.** The Fairfield Industrial Properties Subdivision consists of 47 one-acre Lots which accommodate industrial and commercial uses (“Project”). The Subdivision is located in the Town’s Light Industrial West Zone and spans approximately 75 acres. The Subdivision is located off Allen Ranch Road, adjacent to the Camp Floyd Cemetery. The Project is also located within the Pony Express Project Area, a designated port authority zone established to fund public improvements associated with the Project.

2. **Purpose and Intent.** The purpose of these Design and Development Standards (“Standards”) is to establish consistent guidelines that support the goals of the Town’s General Plan, while also allowing for some deviation from the established Code.

3. **Compliance.** All development within the Project shall comply with this Development Agreement (including these Standards), the Code, and all other applicable approvals. No building permit, or other development approval shall be issued or approved unless the Property Owner’s plans and application demonstrates full compliance with the Development Agreement (including these Standards) and the Code, as determined by the Town. These requirements apply to all new construction, as well as to any exterior renovation, expansion, or site modification within the Project.

4. **Conflict.** As this Development Agreement was entered into to permit some deviation from the Code, the Development Agreement (which includes these Standards) shall control in the event of a conflict.

5. **Development Standards.**

a. Uses. In addition to those uses specifically permitted or conditionally permitted by the Code, The following uses are allowed within the Project:

Use	Classification (S – Special Use; P – Permitted Use; A – Accessory Use).
Commercial/professional office space	S

Energy-generating facility	S
Truss Plant	P
Water well treatment plant and pump house	P
Central heating and cooling facility	A
Security building	A
General storage and maintenance facility	A
Elevated water storage tank or tower	A
Construction Crane	P

i. If a proposed use is not expressly listed in the Use Table but is substantially similar in type, intensity, and impact to a listed permitted or special use, the Town Council may, as an administrative interpretation, determine that the proposed use falls within the scope of the comparable listed use. This determination shall be based on the use's compatibility with the character, purpose, and intent of the applicable zoning district. A use approved under this provision shall be treated as the same category—permitted or special—as the comparable use and shall not require a special or conditional use permit unless the comparable use is designated as such.

ii. The above uses shall have the following definitions and conditions:

1. **Commercial/Professional Office Space** means any building or portion thereof used primarily for conducting business or professional activities, including but not limited to administrative offices, consulting rooms, legal or accounting practices, real estate agencies, medical or dental offices, financial services, or other similar services provided to clients or customers. This definition excludes retail sales, manufacturing, or industrial uses.

2. **Energy-Generating Facility** means any structure, equipment, or installation used to produce energy. An energy-generating facility is limited to solar panels, generators, fuel cells, or other technologies designed to generate electricity, heat, or other forms of usable energy. This term includes both on-site and off-site

facilities intended to supply energy to the Project or to the electrical grid. There may only be one energy-generating facility located in the Project and must be contained within a building to mitigate sounds. This definition does not include the installation of solar panels incidental to a primary use on any building in the Project.

3. **Truss Plant** means a facility used for the fabrication, assembly, and storage of structural wood or metal trusses, typically including manufacturing equipment, materials storage areas, and associated office space. The use generally involves cutting, assembling, and pre-fabricating trusses for construction purposes.

4. **Water Well Treatment Plant and Pump House** means a facility comprising a water well, associated treatment equipment, and a pump house structure designed to extract, treat, and distribute potable or non-potable water for the Project. This includes all mechanical, electrical, and filtration systems necessary for water quality management and delivery.

5. **Central Heating and Cooling Facility** means a centralized system or facility that provides heating and/or air conditioning to multiple buildings or units within a development. This includes boilers, chillers, cooling towers, heat exchangers, distribution lines, and all related mechanical and control systems used to generate and deliver thermal energy for space heating or cooling.

6. **Security Building** means a structure used for the monitoring and control of access to a property or facility, which may include security personnel offices, surveillance equipment, access gates, visitor check-in areas, and related functions necessary to manage and enforce site security.

7. **General Storage and Maintenance Facility** means a building or structure used for the storage of equipment, tools, materials, and supplies, and for the performance of routine maintenance, servicing, or repair of vehicles, machinery, or other

operational assets related to the Project. This may include indoor and outdoor storage areas, workshops, and administrative space associated with maintenance operations.

8. **Elevated Water Storage and Tank** means a structure designed to store potable or non-potable water at an elevated height sufficient to provide gravity-fed water pressure for a water distribution system. The facility includes the tank, supporting structure, access ladders or stairs, piping, instrumentation, and related control equipment. An elevated water storage and tank shall be located 50 feet from any property line and 25 feet from any structure. The Town or its designee shall be granted 24-hour access for inspection, maintenance, or emergency response, subject to reasonable notice when practicable.

9. **Construction Crane** means any mobile or fixed mechanical device, including tower cranes, mobile cranes, or crawler cranes, used for the purpose of lifting, hoisting, or moving construction materials, equipment, or personnel.

b. **Setbacks.** The following setbacks are specific to the Project, and supersede the setback requirements outlined in the Code.

Location	Minimum Setback
Front	30 feet (may be reduced by Planning Commission to 20 feet)
Side	Structures: 15 feet All other items: 10 feet
Rear	Structures: 15 feet All other items: 10 feet
Accessory Structures	6'

i. For lots with two or more street frontages, the required front setbacks shall apply to the primary street frontage with an address as designated on the approved subdivision plan. Setbacks along secondary

street frontages may be reduced by up to 10 feet upon approval by the Town, provided that such reduction does not adversely impact sight distance, pedestrian access, streetscape continuity, or public safety. Any reduction in setbacks on secondary frontages shall be subject to Town staff review and may require additional conditions to ensure compatibility with the surrounding neighborhood character.

ii. Notwithstanding the Project setback standards above, the setbacks for any lot line adjoining the Well Lot shall be determined based on the actual building line of the pumphouse structure, rather than the property line.

c. Lot Size. The minimum lot size in the Project shall be one (1) acre. The calculation for minimum lot size shall exclude any portion of a lot containing a Road or Road Improvements.

d. Screening and Fencing. The following screening and fencing standards are specific to the Project and supersede the screening standards outlined in the Code. The screening requirements of the Code, do not apply to permitted accessory uses including, without limitation, electric substations and transmission or distribution facilities.

e. Parking and Loading. The following parking and storage requirements are specific to the Project and supersede the parking and storage standards outlined in the Code.

i. Setback Parking. Parking shall be permitted within the setbacks of any lot within the Project.

ii. Truck Parking and Storage. The following truck parking and storage standards are specific to Lot 111 of the Concept Plan (the "Applicant's Lot"). Up to eight (8) heavy-duty vehicles, or double axle trailers ("Semi Trucks") may be parked or stored on the Applicant's Lot at any given time without requiring the Property Owner to obtain a conditional use permit. Any parking or storage of more than eight (8) Semi Trucks will require the Applicant to apply for and obtain a conditional use permit in accordance with the procedures outlined in the Code. All Semi

Trucks must be parked in designated areas that are screened from view, and the Property Owner shall ensure that the parking area is maintained in a manner compatible with the surrounding environment.

f. Landscaping. The following landscaping standards are specific to the Project and supersede the landscaping standards outlined in the Code. The Property Owner of each lot within the Project shall be responsible for installing standard, uniform landscaping within the front setback of each lot. Xeriscaping or zero-scaping shall be the primary landscaping methods used throughout the Project. Trees, shrubs, and ground cover must be drought-tolerant. When planting, consideration must be given to temperature variations to ensure the survival of the landscaping. The following landscaping standards apply to the Project:

i. Mulch, Gravel, and Aggregate. Decorative mulch, gravel, and aggregate must be used throughout the Project in place of sod. Landscaping efforts must comply with Utah State Code requirements, including reducing outdoor water usage whenever possible.

ii. Monument Landscaping. Plantings around monument signs must be contained to prevent obstruction of any lettering or numbering on the sign.

iii. Grass, Seed, and Other Materials. Grass, seed, and other landscaping materials must be clean and reasonably free of weeds, noxious pests, and insects.

iv. Grass Lawns. Grass lawns must be kept to a minimum, focusing on drought-tolerant landscaping methods.

v. Park and Trail Areas. Landscaping in the Park and Trail areas must enhance the aesthetic value of the site and reflect the approved architectural theme. It must also consider the historical context of the Town and the intended use of the Park and Trail areas.

vi. Entryway Landscaping. Landscaping at entryways must include design elements consistent with the development, such as entry wall monuments, raised planters, specimen trees, and shrub plantings.

vii. Irrigation. Irrigation systems must incorporate water-conserving fixtures, such as drip irrigation and bubblers, directed to each tree or plant whenever possible.

g. Signage. The following signage standards are specific to the Project and supersede the signage standards outlined in the Code. Two monument signs may be installed at the entrances to the Project, subject to the following standards:

i. Location and quantity. One primary monument sign may be installed at the principal entrance to the Project, and one secondary monument sign may be installed at a secondary access point, if applicable. Both signs shall be located entirely on private property and outside of public rights-of-way and "Clear Vision Areas". For purposes of this Agreement, a "Clear Vision Area" is the triangular area at the intersection of two streets or a street and a driveway, measured by a specified distance of 20 feet along each intersecting edge from the point of intersection. Within this area, no visual obstructions, including but not limited to buildings, fences, walls, landscaping, signs, or parked vehicles, shall be permitted above a height of 3 feet as measured from the adjacent street or driveway surface grade. The clear vision area is intended to maintain unobstructed visibility for the safety of motorists, cyclists, and pedestrians.

ii. Size and Height. The primary sign shall not exceed twelve (12) feet in height and one hundred (100) square feet in total sign area per face, if double-sided. The secondary sign shall not exceed six (6) feet in height and forty-eight (48) square feet in total sign area per face, if double-sided.

iii. Sign Content. The signs shall include only the name of the Project and the names or logos of businesses located within the Project. Off-premises advertising, scrolling, flashing, or electronic messaging shall not be permitted. All text and logos must be static and professionally fabricated.

iv. Materials and Design. Signs shall be constructed of durable, weather-resistant materials such as masonry, metal, stone, or composite

panels, and shall be consistent with the overall architectural theme of the Project. Landscaping shall be installed and maintained at the base of each sign to enhance visual appeal and ensure contextual integration.

v. Illumination. External illumination is permitted, provided it is downward-directed, fully shielded, and does not produce glare onto adjacent properties or roadways. Internal illumination, such as backlit logos or text, may be allowed if approved by the Town and designed to minimize visual impacts.

EXHIBIT F

Building Façade Examples

(See Attached)

Ordinance # 2025-16. An Ordinance Repealing and Reinstating Fairfield Town Code § 10.11.260. Airpark Zone (renamed Airpark Mixed Use Zone) and Amending Town Code § 10.16. Special Use Regulations, Adding Additional Special Uses.

Dated _____ 2025

Document Control Changes:

Fairfield Town Code 10.11.260. (Airpark Mixed Use Zone) Created August 23, 2022; ~~repealed and reinstated as Airpark Mixed Use Zone September XXXXX and~~

~~Fairfield Town Code 10.16. Special Use Regulations. Created June 18, 2025, Amended September XXXX~~

WHEREAS, in 2002, before Fairfield Town incorporated, the West Desert Airpark (WDA), or its predecessor, applied for a conditional use permit from Utah County to operate “a private airstrip and small hangars for sport aircraft in the Fairfield area.”

WHEREAS, the County approved the conditional use permit, and the WDA has operated as a privately owned, privately used small airport for almost 20 years.

WHEREAS, In 2018, the WDA applied for “public-use” designation from the Federal Aviation Administration (FAA), which was granted but this (FAA) determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

WHEREAS, the Utah Department of Transportation (UDOT) Aeronautics Division has awarded approximately \$2.5 million in federal and State funding for runway improvements at the Airpark, conditioned upon contract No.259900, dated July 12, 2024.

WHEREAS, neither the FAA nor UDOT has authority to override or preempt a municipality’s zoning regulations; however, municipalities are prohibited from regulating navigable airspace, which remains under exclusive federal jurisdiction.

WHEREAS, when UDOT awarded funding to WDA, it did not verify whether the Town had approved the necessary permits or authorized the runway expansion. Additionally, neither UDOT nor the FAA conducted a flight hazard analysis before approving the funding.

WHEREAS, as a public-use facility, WDA must allow broader access to the airstrip, resulting in a substantial increase in flights over the Town. WDA, using funding from UDOT, extended the landing strip from 2,650 feet to 5,300 feet which also resulted in a substantial increase in flights over the town.

WHEREAS, as WDA sought to expand its uses, the Town reviewed the applicable ordinances and found significant deficiencies, including the following:

1. Any development that occurs in the Airpark Zone requires a concurrent “Master Planned Development,” which dictates standard zoning regulations, such as frontage, setbacks, area requirements, building heights, landscaping, and water requirements. See Town Code § 10.11.260 (I), (J), (K)(1), (L), (M), and (O).

2. A Master Planned Development is considered a conditional use in the Airpark Zone, and the Town has not received any conditional use applications for this use. See Town Code § 10.11.260 (D)(1).
3. Confusingly, the Airpark Zone also requires a “master site plan” before any development can even occur in the zone. See Town Code § 10.11.260 (H). While the Town regulates site plans in accordance with Town Code § 9.1, it is unclear whether a master site plan is required to follow those regulations.
4. The Airpark Zone and the Airpark Overlay Zone, did not include many critical definitions such as the definition of “Airpark,” “Airport,” “Small Aircraft” “School,” “Caretaker Dwelling,” “Aircraft,” “Fuel Tanks,” “Hangars,” “Helipads,” “Landing Strip,” “Storage Containers,” “Taxiways,” and “Master Planned Development.”
5. The Airpark Overlay Zone was written to “minimize exposure to crash hazards and high noise levels generated by West Desert Airpark operations.” Town Code § 10.11.275 (A).
6. The Airpark Overlay Zone creates protection zones around West Desert Airpark that burdens property not owned by West Desert Airpark. There remains constitutional questions as to whether a private airport owner can burden property that it does not own.
7. Additionally, the West Desert Airpark recently added a new runway and the Overlay Zone has specific maps that were only contemplated with the old runway.
8. Additionally, the West Desert Airpark is located next to two landfills, which attract flocks of birds that congregate there, and create hazards for the pilots. The Airpark Overlay Zone failed to adequately address the known hazards.

WHEREAS, on April 2, 2025, the Town passed a notice of pending ordinance in compliance with Utah Code § 10-9a-509(1)(a)(ii)(A), which found “a compelling, countervailing public interest would be jeopardized by approving any application in the Airpark Zone or Airpark Overlay Zone.”

WHEREAS, the WDA contested the passage of the notice of pending ordinances and filed suit against Fairfield. See Case No. 250402063. The WDA agreed to stay the suit pending review by the Utah Property Rights Ombudsman and further negotiations.

WHEREAS, in the ensuing months, the Town has diligently drafted regulations related to airport operations to protect the health, safety, and welfare of Fairfield residents. The regulations were crafted from FAA Advisory Circulars, attached as **Exhibit 1**, the “Airports & Land Use Guide: An Introduction for Local Leaders,” written by the Workforce Services: Housing and Community Development (2018), attached as **Exhibit 2**, and input from other aviation experts.

WHEREAS, on September 9, 2025, the Town Planning Commission held a public hearing on the proposed Airpark Mixed Use Zone, additional special uses to be added to the Town’s Special Use Regulations and the proposed Airport Overlay.

WHEREAS, On **XXXX**, the Planning Commission reviewed the subject text amendments and recommended **XXXXXX** to the Town Council.

WHEREAS, the Town Council reviewed the subject text amendments and finds that the regulations and provisions therein help protect the health, safety, and welfare of Fairfield residents.

NOW THEREFORE, be it ordained by the Town Council of Fairfield Town, in the State of Utah, for the approval to repeal and reinstate Town Code § 10.11.260 (Airpark Mixed Use Zone), attached as **Exhibit A**; and to amend Town Code § 10.16 (Special Use Regulations) adding additional special uses as attached in **Exhibit B**.

Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, provisions, and words of this Ordinance shall be severable.

Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

Passed and Adopted this _____ day of _____ 2025.

FAIRFIELD TOWN

Hollie McKinney, Mayor

RL Panek

yes_____ no_____ abstain _____

Tyler Thomas

yes_____ no_____ abstain _____

Michael Weber

yes_____ no_____ abstain _____

Richard Cameron

yes_____ no_____ abstain _____

Stephanie Shelley, Recorder

(SEAL)

FAIRFIELD TOWN

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the Town Council of Fairfield Town, Utah, on the 17th day of September, 2025.

Ordinance # 2025-16. An Ordinance Repealing and Reinstating Fairfield Town Code § 10.11.260. Airpark Zone (renamed Airpark Mixed Use Zone) and Amending Town Code § 10.16. Special Use Regulations, Adding Additional Special Uses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, this 17th day of September, 2025

Stephanie Shelley
Fairfield Town Recorder/Clerk

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that I posted in three (3) public places the following summary of the ordinance which was passed by the Fairfield Town Council on the 17th day of September, 2025, and herein referred to as:

SUMMARY.

Repealing and reinstating the Fairfield Town Code Airpark Zone, and adding Special Uses regulations, as well as special uses found in the Airpark Mixed Use Zone.

The three places are as follows:

1. Fairfield Town Hall
2. Fairfield Town Website
3. Utah State Public Notice Website

Stephanie Shelley
Fairfield Town Recorder/Clerk

Date of Posting _____ day of _____, 20____

Exhibit 1

FAA Advisory Circulars

1. [land use compatibility and airports | faa](#)
 - a. Exhibit A, Section 10.11.260.2
2. [Advisory Circulars \(ACs\)](#)
 - a. AC. Means Advisory Circular by FAA.
 - i. Exhibit A, Section 10.11.260.2
3. [Utah Airport Land Use Guide](#)
 - a. Exhibit A, Section 10.11.260.2
4. [14 CFR 1.1 -- General definitions.](#)
 - a. Code of Federal Regulations (14 CFR § 1.1)
 - i. Exhibit A, Definitions, Section 10.11.260.3
 1. AC
 2. Aircraft (Manned)
 3. Aircraft (Unmanned) or Drone
 4. Aircraft, Small
 5. Airport
 6. Traffic Pattern
5. [14 C.F.R. § 77.3.](#)
 - a. Exhibit A, Section 10.11.260.3. Definitions
 - b. Utility Runway.
6. [14 C.F.R. § 170.3](#)
 - a. Exhibit A, Definitions, Section 10.11.260.3
7. [14 CFR Part 77](#)
 - a. Exhibit A, Section 10.11.260.7(2)
 - b. Exhibit A, Section 10.11.260.7(3)
 - c. Exhibit A, Section 10.11.260.7(B)(c)
 - d. Exhibit A, Section 10.11.260.9(A)
 - e. Exhibit A, Section 10.11.260.10(A)(5)
8. [14 CFR FAA Part 135 commuter or on-demand commercial operations are strictly prohibited except for emergency aircraft.](#)
 - a. Exhibit A, Section 10.11.260.7(B)(2)(d)
9. [14 CFR 139.325 -- Airport emergency plan.](#)
 - a. Airport Emergency Plan. (14 C.F.R. § 139.325)
 - i. Exhibit A, Definitions, Section 10.11.260.3
10. [Utah Code 72-10-102 \(12\).](#)
 - a. Air School
 - i. Exhibit A, Definitions Section 10.11.260.3
11. [State Code 72.10.4 Airport Zoning Act](#)
 - a. Exhibit A, Section 10.11.260.9(A),
12. [FAA AC 150/5200-33C](#)
 - a. Section 10.11.260.10(A)(5)
13. [FAA AC 150/5230-4B](#)
 - a. Fuel Storage, 2(b)
14. [IFC Chapter 23](#)
 - a. Fuel Storage, 2(a), 3

15. [FAA AC 150/5300 - 13B § 1.5\(70\)](#).
 - a. Obstruction. Obstruction to Air Navigation.
 - i. Exhibit A, Definitions, Section 10.11.260.3
 - ii. Exhibit A, Section 10.11.260.8(A)
16. [FAA AC 150/5300-13B § 1.5\(79\)](#)
 - a. Runway
 - i. Exhibit A, Definitions, Section 10.11.260.3
 - ii. Exhibit A, Section 10.11.260.9(A)
17. [FAA AC 150/5300-13B](#)
 - a. Exhibit A, Section 10.11.260.7(h)
18. [FAA Advisory Circular 150/5320-6G](#);
 - a. Exhibit A, Section 10.11.260.7(d)(h)
19. [FAA AC 150/5190-4B \(Land Use Compatibility\)](#)
 - a. Exhibit A, Section 10.11.260.7(B)(h)
20. [FAA Advisory Circular 150/5230-4B](#)
 - a. Exhibit B, Location & Separation 4(a)
21. [FAA AC 90-66B](#) (Non-Towered Airport Flight Operations)
 - a. Exhibit A, Section 10.11.260.8 (A)
22. [FAA AC 43.13-1B](#) & FAA AC [43.13-2B](#)
 - a. Exhibit B, Service and Sales (2)
23. NFPA 33
 - a. Exhibit B, Airframe repair/Painting
24. [FAA Part 61](#) or [Part 141](#)
 - a. Exhibit B, Private Air School,(1)(a)

Exhibit 2
Airports & Land Use Guide

Exhibit A.
Airpark Mixed Use Zone.

Section 10.11.260.1. Title

This zone is known as the “Airpark Mixed-Use Zone” or AMUZ.

Section 10.11.260.2. Legislative Findings, Purpose, and Intent.

A. The AMUZ was drafted by using standards and suggestions found in the Federal Aviation Administration (FAA) Advisory Circulars , The FAA's Land Use Compatibility and Airports guide, the Utah Department of Transportation Division of Aeronautics, the Airport and Land Use: An Introduction for Local Leaders, written by the Workforce Services - Housing & Community Development Office (2018), and leaders in the aviation and aeronautics industries.

B. The Town Council finds it is in the interest of the residents of Fairfield, and is the purpose of this zone, to:

1, Support aviation-related activities with mixed-use development in a manner that is compatible with the airport and the surrounding community.

2. Protect public health, safety, and welfare by reducing land use conflicts and safeguarding airport operations.

3, Encourage aviation activity and related economic opportunities while maintaining the Town's rural character.

C. The intent of the Town Council that the provisions of this zone be interpreted to promote these purposes.

Section 10.11.260.3. Definitions.

The definitions provided in this section shall be specific to this section only. In the event of conflict between a definition in this section and a definition in Title 12, the definition in this section shall prevail.

AC. Means Advisory Circular by FAA.

Accessory Structure. Means a subordinate building or structure on the same lot as a principal use, which is incidental and related to the principal building or use. Examples include utility enclosures, maintenance sheds, or small storage buildings that are aviation related.

Aircraft Construction. Means the fabrication, assembly or substantial modification of an aircraft or aircraft components, including airframes, avionics, and structural elements. The term includes testing and inspection activities incidental to existing aircraft.

Aircraft (Manned). Means the same as defined in 14 C.F.R.1.1.

Aircraft (Unmanned) or Drone. Means the same as defined in 14 C.F.R. 1.1.

Aircraft Parking. Means designated outdoor or indoor areas for the temporary or long term parking of small or ultralight aircraft, where aircraft are secured using tie-downs, chocks, or mooring systems. .

Aircraft, Small. Means the same as defined in 14 .C.F.R.1.1.

Airframe Repair and Painting. Means the maintenance, restoration, or cosmetic finishing of aircraft fuselage, wings, stabilizers, and other structural components, including paint, coatings, and corrosion control.

Airpark. Means a planned area designated to accommodate aircraft operations such as a runway, taxiways, and hangars) with residential, commercial, or light industrial uses that support aircraft operations.

Airpark Traffic Patterns and Altitudes. Means published procedures describing standard aircraft arrival and departure routes, pattern altitudes, and no-fly zones over sensitive areas.

Airport. Means the same as found in 14 C.F.R. § 1.1.

Airport Emergency Plan. Means a written plan that complies with 14 C.F.R. § 139.325.


Airport Hazard Area. Means any area of land or water under the imaginary surfaces as defined in the airport overlay upon which an airport hazard might be established if not prevented as provided in these regulations.

Airport Influence Area. Means an area within five thousand (5,000) feet of an existing airport runway in which current or future airport-related noise, overflight, safety, or airspace protection factors that may significantly affect land uses or necessitate restrictions on those uses.

Airport Overlay Zone. Means a secondary zoning district around an airport designed to protect the public health, safety, and welfare which protects property owner land values near an airport through compatible land use regulations as recommended by the Federal Aviation Administration; and protects aircraft occupant safety through protection of navigable airspace. Regulations imposed by the overlay zone are in addition to the primary zoning district land use regulation of property.

Airport, Small. Means an airport that has as a runway less than five thousand (5000) ft., less than ten thousand (10,000) operations per year, visual approaches only, and aircraft classified as (ARC) A-I/B-I.

ARC A-1/B-1. Means the Airport Reference Code classification of A-1 which classifies aircraft with an approach speed of less than 91 knots (104mph), and either a wingspan of less than 49 feet, or a tail height of less than 20 feet, whichever is most restrictive and B-1 which classifies aircraft with an approach speed of 91–120 knots (104–138mph), and either a wingspan of less than 49 feet or a tail height of less than 20 feet, whichever is most restrictive.

A-I	B-I <i>less than 12,500 lbs.</i>
	
<ul style="list-style-type: none">• Beech Baron 55• Beech Bonanza• Cessna 150• Cessna 172• Cessna Citation Mustang• Eclipse 500• Piper Archer• Piper Seneca	<ul style="list-style-type: none">• Beech Baron 58• Beech King Air 100• Cessna 402• Cessna 421• Piper Navajo• Piper Cheyenne• Swearingen Metroliner• Cessna Citation I

Air School. Means the same as defined in Utah Code 72-10-102 (12).

Air School, Private. Means a for profit or a non profit air school.

Air School, Public. Means an air school operated by a public school district, university, or government agency.

Airside Access. Means security measures and protocols to regulate entry to areas of an airport where aircraft operations take place, including runways, taxiways, aprons, hangars, and boarding areas.

Avigation Easement. Means a legal right to access and permit unimpeded aircraft navigation and flights over property subject to the easement and includes the right to create or increase noise or other effects that may result from the lawful operation of aircraft; and it provides for the removal of any obstruction to such overflight.

Aviation Facility. Means any land area, building, structure, or improvement used or intended to be used for the landing, takeoff, movement, storage, servicing, maintenance, fueling, or operation of aircraft. An aviation facility includes runways, taxiways, aprons, hangars, tie-down areas, terminal buildings, fuel farms, navigation aids, and any accessory uses necessary for the conduct of aviation activities.

Aviation Operator. Means any person, entity, partnership, corporation, or association that owns, leases, manages, or otherwise conducts aviation-related operations at an aviation facility, including but not limited to aircraft owners, flight schools, maintenance providers, charter services, and fixed-base operators (FBOs). An aviation operator is responsible for compliance with applicable federal, state, and local regulations governing aviation activity.

Based Aircraft. Means an aircraft that is regularly housed, stored, or maintained at the Airpark for the majority of the calendar year. This includes aircraft kept in hangars, tie-downs, or shelters on the property and generally reflects the aircraft owner's primary operating location. An aircraft shall be considered "based" if it is (1) documented as such in FAA records, (2) reported by the airpark owner or operator, or (3) verified through a lease agreement or consistent observable presence on site.

Caretaker Dwelling. Means a residential unit located on the same parcel as a non-residential use, intended for full-time occupancy by an individual or household responsible for the care, security, or operation of the primary use or facility. Caretaker dwellings are accessory in nature and must be directly related to the ongoing maintenance or oversight of the property.

Conditional Use Permit (CUP). Means a permit issued pursuant to Town Code 10.17.

Controlled Development Zone. Means restrictions on crops that attract birds, require buildings over two hundred (200) ft. in height to register with the FAA, control lighting up to the sky and limit residential development.

Crew Rest Facility. Means a designated area within an airpark hangar used exclusively for short-term rest and recuperation by flight crew members between flight operations. A crew rest facility may include basic accommodations such as seating or sleeping areas, a restroom, and minimal kitchen amenities, but shall not be used or approved as a permanent residence. The facility must be accessory to and clearly subordinate to the primary aviation use of the hangar and may only be used by personnel directly associated with aircraft operations on site.

Daytime Operations. Means all aircraft activities and procedures, including takeoffs and landings, that occur between official sunrise and sunset, during periods when natural light provides sufficient visibility for safe operation without the use of runway lighting or navigational aids. These operations are limited to daylight hours and do not include night or low visibility operations.

Engine Repair. Means the inspection, overhaul, or servicing of aircraft engines or propulsion systems, including removal and installation, conducted in accordance with FAA-approved maintenance procedures.

FAA. Means the Federal Aviation Administration of the United States Department of Transportation.

Fuel Farm. Means a centralized aviation fuel storage and distribution facility located within an airport or airpark, consisting of one or more aboveground or underground storage tanks, associated pumps, piping, filtration systems, spill containment, and safety equipment.

Fuel Dispenser. Means a fixed or mobile unit designed to transfer aviation fuel from a storage tank or fuel farm to an aircraft. A fuel dispenser includes pumps, hoses, nozzles, meters, filters, grounding systems, and associated safety equipment.

Hangar. Means a structure designed and constructed for the storage, shelter, and protection of aircraft. A hangar may also provide space for routine aircraft maintenance and operations as permitted.

Hangar (Shell S-1). Means a fully enclosed structure intended solely for the storage and protection of aircraft, without interior build-out for occupancy, offices, or non-aviation activities.

Landside Access. Means security measures and protocols to regulate access to areas of an airport open to the public, including parking lots, administrative offices, industrial, and commercial spaces.

NFPA. Means the National Fire Protection Association.

Obstruction to Air Navigation. Means the same defined in FAA AC 150/5300-13B § 1.5(70).

Office and Administrative Buildings. Means structures used for airpark-related management or support operations, including business offices, tenant services, flight planning centers, or aviation service companies.

Operations. Means aircraft activity at the airpark or airport, defined as either a takeoff or a landing. Each takeoff or landing counts as one (1) operation. Touch and go maneuvers, practice approaches, and stop and go landings are each counted as two (2) operations - one (1) landing and one (1) takeoff. Annual and daily operation totals are used to determine the level of activity and ensure compliance with any operational limits established by ordinance or FAA designation.

Restaurant. Means an establishment that prepares and serves meals and beverages to customers, with full kitchen facilities and seating for on site dining.

Runway. Means the same as defined in FAA AC 150/5300-13B § 1.5(79).

Runway Protection Zone (RPZ). Means a trapezoidal ground area at each runway end, beginning fifteen (15) feet from the runway, centered on the extended runway centerline, designed to enhance the protection of people and property on the ground.

Runway Weight Limit. Runway weight limits refer to the maximum allowable weight that an aircraft can have when taking off or landing on a specific runway, based on factors like the runway's structural strength and length.

Short Term Rental. Means any property offered for lease or rent as transient housing for a term of less than thirty (30) days. and shall not be allowed.

Special Events. Means temporary activities held on airpark property, such as airshows, community gatherings, educational programs, or sales exhibitions.

Structure. Means an object including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines and landfills.

Tenant Improvement. Means any alterations, upgrades, or modifications, interior finish work performed within a leased space by or on behalf of a tenant.

Touch and Go. Means operation by an aircraft that lands and departs on a runway and immediately takes off again without coming to a full stop to a full stop or exiting the runway.

Traffic Pattern. Means the same as defined in 14 C.F.R. § 1.1.

Utility Runway. Means the same as defined in 14 C.F.R. § 77.3.

Visual Flight Rules (VFR). Means the same as defined in 14 C.F.R. § 170.3.

Section 10.11.260.4. Applicability and Compliance.

A. Applicability. The provisions of this ordinance apply to the operation, maintenance, and use of any airport or airfield facilities located within the Town. Nothing in this ordinance shall be construed to regulate navigable airspace, which remains under the exclusive jurisdiction of the Federal Aviation Administration.

B. General Requirement. All persons subject to this ordinance shall comply with its provisions and with all applicable federal, state, and local laws, rules, and regulations, including zoning and land use approvals issued by the Town.

C. Responsibility. The operator or other responsible party shall ensure that all facilities and activities remain consistent with this ordinance and the terms and conditions of any permits, licenses, or approvals issued by the Town.

D. Inspections. The Town or its designee may conduct reasonable inspections of airport premises and related improvements to verify compliance with this ordinance and applicable Town approvals.

E. Continuing Obligation. Compliance with this ordinance is a continuing obligation, and issuance of any permit or approval under this ordinance does not relieve any person from complying with other applicable laws or regulations.

Section 10.11.260.5. Uses Allowed in the Airpark mixed use Zone.

Only the uses expressly listed in this ordinance (see Table 1 below) are allowed within the aviation facility. Any use not specifically identified or authorized herein is expressly prohibited. No use or structure shall be permitted without obtaining a building permit or tenant improvement. All uses shall comply with the International Building Code (IBC) occupancy classifications, with a default classification of S-1 for hangars unless otherwise approved through a building permit or TI permit. All special uses shall comply with Town Code § 10.16., and all conditional uses shall comply with Town Code § 10.17.

Table 1

Uses	Permitted	Special use	Conditional use	Expressly prohibited
Accessory structure			X	
Aircraft construction		X		
Aircraft parking and tiedowns	X			
Airframe repair/painting		X		
Caretaker dwelling			X	
Crew rest facilities			X	
Engine Repair		X		
Fuel farm and fuel dispenser		X		
Office and administrative buildings	X			
Private air school		X		
Restaurant/cafe			X	
Service and sales		X		
Shell hangars		X		
Special events		X		
Aircraft museum			X	
Roto Craft Operation				X
Commercial passenger/cargo operations				X
Air traffic control tower				X
Sewage plant				X
Short term rental				X

Section 10.11.260.6. Development Approval.

A. Master Plan Required. All development within the AMUZ shall require submission of a master plan for review by the Planning Commission and Town Council.

1. The master plan review shall include, but not be limited to, architectural design and theme, building materials lighting, signage, landscaping, parking, vehicular, bike and pedestrian access and paths, accessory structures, nuisance factors and natural and man-made hazards.

2. The master plan shall cover at least 15 acres and shall establish where residential and nonresidential uses will be located. The master plan should create natural buffering through the location of compatible uses and should include the following elements:

- a. Building orientation, size, and type;
- b. A land use plan that determines where residential, commercial, and other uses will be located;
- c. Identification of buffering, screening, or distance used to mitigate possible noncompatible uses;
- d. Parking areas and vehicle access to the site;
- e. Engineering issues, including grading, drainage, sewer, and other utilities;
- f. Airport operation layout (runway, taxiways, aprons, fueling stations, maintenance areas, parking);
- g. Layout, dimensions, and names of existing and future road rights-of-way;
- h. Transportation circulation plan for aircraft, vehicles, and pedestrians;
- i. Utility plan showing all existing and proposed utilities, including, but not limited to, sewer/septic, culinary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, minimum fire flow required by the building code for the proposed structures (and fire flow calculations at all hydrant locations), location and dimensions of all utility easements, and a letter from each utility provider, other than the Town, addressing the feasibility and their requirements to serve the project.;
- j. Airport emergency plan and it shall be approved by the Town council.
- k. List of known or identified hazards or obstructions to air navigation;
- l. Environmental study;
- m. Compliance with Fairfield's soil ordinance;
- n. Utilities: must comply with water standards (Town Code § 6.1), wastewater and stormwater design, and wildlife hazard avoidance;
- p. Must show proof of ownership or restrictive easements for all land located within the RPZ and any required approach surfaces prior to approval; and
- q. Must include an airport layout plan (ALP) that matches the proposed development and is consistent with the Small Airpark classification.

B. Phasing of Development.

1. Any mixed-use development proposed to be constructed in phases shall include the full details relating thereto, including a time schedule for the completion of each phase. For all mixed-use projects, required open space shall be completed according to a phasing plan approved with the mixed-use development; and
2. Each phase a development must submit the required water shares to the Town when submitting approval of a phase of the development.

Section 10.11.260.7. Development Standards.

A. General Standards.

1. Land Use Allocation:

- a. No more than 27 one acre lots for residential;
- b. A minimum of 30% of the total developable land area shall be preserved as open space. In calculating required open space, roads, driveways, parking areas, runways, taxiways, aprons, and other areas used primarily for vehicle or aircraft circulation shall be excluded; and
- c. Remaining land in the airport may be developed for industrial, commercial with aviation related uses consistent with the purposes of the zone.

2. Restrictive Covenants and HOA. Development in the AMUZ shall have a homeowner's association and restrictive covenants that comply with the regulations in the AMUZ and the 14 C.F.R. Part 77;

3. Prohibited Structures. No building, structure, or other vertical obstruction shall be constructed or maintained within the navigable airspace defined in 14 C.F.R. Part 77 nor within the RPZ, except as otherwise permitted by the Federal Aviation Administration and approved by the Town Council;

4. Roads. All development within the AMUZ shall be served by direct access to a public road constructed to Light Industrial west APWA standards; and

5. Other Regulations. All development must meet any other applicable Town regulations, such as the Town's roadway standards, water requirements, building code, etc.

6. Airport operations must comply with this Chapter. Any proposed changes to status or development within the airport zone must be in compliance with this ordinance and shall have prior approval of the town council.

B. Airport Standards.

1. Runway. One runway is permitted with the following restrictions:

a. The runway shall not to exceed five thousand (5,000) ft. in length; constructed to standards consistent with serving small propeller driven aircraft with the total gross weight of twelve thousand five hundred (12,500) lbs. or less;

b. Based Aircraft. Only 29 small propeller driven, fixed wing aircraft that meet the total gross weight of twelve thousand five hundred (12,500) lbs. or less shall be based at the Aviation Facility, consistent with the airport's runway weight-bearing capacity and Utility Runway classification under FAA Advisory Circular 150/5320-6G;

c. All runway, taxiway, and aircraft movement areas shall be designed and constructed in compliance with FAA Advisory Circular 150/5300-13B [Airport Design] – Change 1 (August 16, 2024), including all data current as of April 3, 2025.”and 14 CFR Part 77; and FAA Advisory Circular 150/5320-6G (Airport Pavement Design and Evaluation), including all data current as of April 3, 2025, and 14 CFR Part 77;

d. Allow Runway weight limit. The runway shall be constructed and maintained to operate as a utility runway to serve aircraft not to exceed a total gross weight of twelve thousand five hundred (12,500) lbs., appropriate for a Utility Runway, as defined by FAA Advisory Circular 150/5320-6G. Utility Runways are intended to serve small propeller driven aircraft and are not designed for use by heavier aircraft or those with dual-wheel or tandem gear configurations;

e. The airport shall have security gates and security fencing around the perimeter of the runway. Fencing shall comply with FAA wildlife hazard and security guidelines;

f. Runway lights of any type are prohibited;

g. The runway shall be limited to a visual runway with no runway lighting;

h. Runway Protection Zone (RPZ) Standards shall comply with FAA AC 150/5300-13B (Airport Design) and FAA AC 150/5320-6G (Airport Pavement Design). The RPZ’s purpose is to protect people and property on the ground by keeping these areas free of objects and activities. The airport sponsor or airpark operator shall control the entire RPZ through fee-simple ownership, if ownership is not feasible, by obtaining recorded restrictive easements sufficient to prevent incompatible land uses, consistent with FAA AC 150/5190-4B (Land Use Compatibility). Fairfield Town shall not be responsible for acquiring, maintaining, or enforcing RPZ ownership or easements; and

2. Flight operations.

a. As a condition of operating within AMUZ, an airport shall adopt and implement policies to discourage touch-and-go operations and to promote flight patterns and operational practices that minimize disturbance to Town residents. Such policies shall be incorporated into airport management documents, published for airport users, and made available to the Town upon request;

b. Follow Visual Flight Rule (VFR) operations only; daytime operations only; from sunrise to sunset, as determined by the National Weather Service;

c. Restrict operations to fewer than ten thousand (10,000) operations per year, not to exceed twenty eight (28) per day; and

d. 14 CFR FAA Part 135 commuter or on-demand commercial operations are strictly prohibited except for emergency aircraft.

C. Industrial and Commercial Standards. All industrial and commercial development must meet the requirements and standards of the Light Industrial West Zone.

D. Residential Standards. Single family Residential hangar homes are allowed in a portion of the airpark. This zone must be outside the Limited Safety Zone of the runway and not used for light industrial use. The following requirement shall apply:

1. One (1) acre lots minimum not including the roadway;

2. Shall all have one hangar with private access to taxi way;

3. Shall not exceed twenty seven (27), one (1) acre lots plus one (1) lot for a clubhouse; and
4. All residential development must meet the requirements, standards and building requirements of the AR-1 Zone with exterior roads meeting adjacent zone road requirements.

Section 10.11.260.8. Air Traffic Pattern & Noise Abatement.

A. Flight Pattern Standards. Air traffic patterns shall avoid overflight of residential dwellings, yards, pastures, or other private property within Fairfield, except in the event of an in-flight emergency. Flight patterns shall be consistent with FAA AC 90-66B (Non-Towered Airport Flight Operations) and FAA AC 150/5300-13B (Airport Design) and must be:

1. Documented in FAA Chart Supplements and any other applicable FAA publications;
2. Published and kept current on the airpark website; and
3. Supported by appropriate visual indicators (segmented circles, runway markings, signage) designating traffic direction and preferred approaches.

B. Operational Requirements:

1. Runway Use. Runway 17 shall be the preferred runway for takeoff and landing;
2. Northbound Departures. Departing aircraft shall turn to avoid residential areas of Fairfield as soon as safely practical;
3. No-Overflight Rule. Aircraft shall not overfly residential properties within Fairfield except during an emergency;
4. A violation of the No-Overflight Rule constitutes a nuisance when:
 - a. The same property is overflowed more than three (3) times in any thirty-minute period;
 - b. Overflights are repetitive or consecutive in a manner reasonably perceived as circling or loitering;
 - c. Overflights occur at such altitude or proximity that they substantially interfere with the quiet enjoyment of the property; and
5. Pre-Flight Responsibility. All aircraft operators shall check applicable NOTAMs and published chart supplements before operating in the airpark traffic pattern.

Section 10.11.260.9. Easements and Property Control Requirements.

A. Any public use airport or public airport located within Fairfield Town limits shall conform to the requirements of this chapter and 14 C.F.R. Part 77; and Utah Code 72-10- 403. (Airport Zoning Act) and FAA AC 150/5300-13B.

B. Approvals. FAA airspace determinations or approvals do not constitute Town approval. Town review and approval are required for all runway extensions, configuration changes, and operational modifications; and

C. Accuracy of Submittals. FAA and Town submittals must reflect accurate, current on-the-ground conditions, including terrain, landfill heights, obstructions, and land uses. Any material misrepresentation shall be grounds for immediate denial, suspension, or revocation of Town permits and may trigger legal enforcement.

Section 10.11.260.10. Hazard Notifications.

A. Airpark operators shall notify the FAA and UDOT Aviation of all potential hazards affecting operations, including the two (2) landfills within Fairfield Town limits. Notifications shall include:

1. The municipal landfill location, distance from the end of runway, and height allowances of up to 200 feet
2. The C&D/North Pointe landfill location, distance from runway centerline, and permitted heights up to 75 feet near the center and an allowance of 100' to the South/East end of landfill.
3. Acknowledgment that seagulls and other birds travel between the landfills, creating a documented wildlife hazard;
4. A satellite view map showing the location of:
 - a. Landfills, depicting heights and locations in proximity of the runway.
 - b. All Airpark properties that are within Fairfield Town boundaries.

5. Notifications must comply with 14 CFR Part 77 obstruction evaluation and be submitted via FAA Form 7460-1. Documentation of submittals, FAA determinations, and any required mitigation measures (including those under FAA AC 150/5200-33C) shall be provided to Fairfield Town within thirty (30) days. Publicly available airpark or airport information must be kept current and must disclose all known hazards, operational limitations, and restrictions; omission or misrepresentation is grounds for suspension or revocation of airpark permits.

10.11.260.11. Penalties.

A. Criminal Violation. Any person who violates, disobeys, omits, neglects, or refuses to comply with any provision of this zoning code, or who knowingly permits assists another in doing so, shall be deemed guilty of a class C. misdemeanor.

B. Civil Remedy. The municipality may pursue civil remedies, including fines, injunctions, abatement, or other equitable relief permitted under the Town's administrative code. The Town's enforcement officer is authorized to enforce this zoning code by issuing notice of violation, stop work orders, or other administrative actions, including recommending permit revocation when necessary.

Exhibit B.

Standards for Special and Conditional Uses

Special Uses is a land use that is not permitted by right within a zoning district but may be allowed subject to review and approval by the Town, and only when specific conditions are met to ensure compatibility with surrounding uses and the intent of the zone. Special uses require the applicant to demonstrate that the use:

1. Will not create adverse impacts to public health, safety, or welfare;
2. Can be operated in harmony with the general character of the area; and
3. Complies with all condition of approval imposed by the Town to mitigate potential impacts
4. Complies with the currently adopted International Building Code (IBC), International Fire Code (IFC), International Mechanical code (IMC) and all other applicable state and federal regulations, as adopted and amended by the State of Utah and Fairfield Town.

A. Aircraft Construction, Service, and Sales (Special Use).

1. Spray finishing operations shall comply with IFC Chapter 24 (Flammable Finishes) and IBC Group S-1 construction requirements, including provisions for spray booths, ventilation, explosion protection, electrical classification, and fire suppression systems.
2. Operations limited to small aircraft with a maximum gross weight of 12,500 lbs. Electrical systems and wiring within spray areas shall comply with hazardous-location requirements of the IFC and National Electrical code.
3. Adequate ventilation, dust collection, and noise mitigation measures shall be installed.

B. Airframe Repair/Painting. (Special Use).

1. Comply with NFPA 33 for spray application and NFPA 409 for hangars;
2. Limit operations to small aircraft With a total gross weight limit of twelve thousand five hundred (12,500) pounds.
3. Hazardous location electrical compliance, and approved fire suppression systems.
4. Adequate ventilation, dust collection, and noise mitigation measures shall be installed.

C. Engine Repair. (Special Use)

Limited to repair and maintenance of small aircraft engines.

1. Hazardous materials storage in accordance with IFC.
2. Noise mitigation measures required to reduce impact on surrounding areas

D. Fuel Storage (Fuel Farm) & Dispensing Facilities. (Special/Conditional Use)

1. Purpose. To ensure that any fuel storage or dispensing facility within the WDAZ operates in compliance with FAA guidance, adopted fire codes, and environmental regulations without creating undue risk to surrounding properties, people, or aviation operations.

2. Code Compliance. Facilities shall comply with:

a. IFC Chapter 23 (Motor Fuel-Dispensing Facilities), Chapter 57 (Flammable and Combustible Liquids), and related chapters, as adopted by the State of Utah; and

b. FAA AC 150/5230-4B (Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports). All applicable federal and state environmental regulations, including spill prevention and secondary containment requirements.

3. Fuel Dispensers: Both fixed and mobile dispensers must meet IFC Chapter 23 requirements, grounding/bonding standards, and inspection/maintenance provisions.

6. Location & Separation:

a. Fuel farms and tanks must be sited in accordance with IFC separation tables and FAA AC 150/5230-4B; and

b. Minimum 150 ft setback from residential property lines or public roads, or greater if required by IFC/FAA standards.

7. Tank Standards:

a. Only aboveground storage tanks (ASTs) are permitted;

b. Tanks must be double-walled or provided with approved secondary containment; and

c. Emergency venting, overfill protection, and spill containment shall meet IFC and EPA requirements.

8. Security:

a. Fuel areas must be fenced with controlled access; and

b. Adequate lighting and surveillance must be provided for operational safety.

9. Operations & Training:

a. Fueling personnel must be trained and certified per FAA AC 150/5230-4B; and

b. Spill response kits must be present at all fueling points.

10. Inspections:

- a. Annual inspections required by Utah County Fire Marshal or State Fire Marshal; and
- b. Fairfield Town reserves the right to conduct inspections without prior notice.

11. Bonding Requirement. Operators must post performance/environmental bonds in an amount determined by the Town Council.

12. Permit Expiration: Special Use approval expires if construction does not commence within 1 year or if operations cease for more than 180 days.

13. Fuel Tax Reporting: All fuel sales subject to Town fuel tax must be reported as required by ordinance.

E. Private Air School. (Special Use)

1. Certification & Standards:

- a. The flight training program must operate under FAA Part 61 or Part 141 certification;
- b. Training shall be limited to small aircraft with a maximum certificated takeoff weight of 12,500 lbs. or less; and
- c. Training flights must be conducted under Visual Flight Rules (VFR) and in compliance with approved Airpark traffic patterns and altitudes.

2. Ownership & Operation:

- a. The flight school shall be operated by the Airpark owner, or a designated operator under written authorization from the Airpark entity;
- b. Operation of the flight school shall remain under the direct control and supervision of the Airpark entity; and
- c. Contracting with, leasing to, or otherwise allowing independent outside flight training organizations, commercial operators, or collegiate flight programs to conduct training at the facility is prohibited unless specifically approved as a separate Special Use by the Town.

3. Scope of Operations:

- a. Flight training shall remain incidental and subordinate to the Airpark's primary use as a private general aviation facility.
- b. Touch-and-go operations may be limited, restricted to designated training periods, or prohibited by the Town to minimize noise and community impacts. Touch-and-go operations count toward daily operations limits.

4. Hours of Operation:

- a. Night training shall be limited to daytime hours unless otherwise authorized by Special Use approval; and

b. Night training is strictly prohibited.

5. Noise & Community Impact Mitigation:

a. The operator shall implement noise-abatement procedures consistent with FAA guidance and Town policy; and

b. Training flights shall be conducted in designated practice areas to minimize overflight of residential neighborhoods.

6. Compliance & Enforcement:

a. The program shall comply with all applicable FAA regulations and Town ordinances; and

b. Violation of these provisions or conditions of approval shall constitute grounds for modification, suspension, or revocation of the Special Use Permit.

F. Restaurant. (Special Use)

Subject to IBC/IFC compliance, building permit, parking, and health department approvals.

G. Service and Sales. (Special Use)

1. Limited to small aircraft $\leq 12,500$ lbs.;

2. Must comply with FAA AC 43.13-1B for inspection/repair standards.; and

3. Subject to state and local business licensing requirements.

H. Shell Hangars. (Special Use)

1. Occupancy Classification. Hangars shall be classified as IBC Group S-1 (Moderate-Hazard Storage) and must meet all IBC/IFC requirements for fire protection, ventilation, and construction standards.

2. Aircraft Type. Hangars are limited to the storage and protection of small aircraft with a maximum certificated takeoff weight of 12,500 lbs. or less.

3. Non-Aviation Use. Any non-aviation use or occupancy requires Special or Conditional Use approval and the appropriate building or tenant improvement permit.
Structure Requirements:

4. Hangars must remain fully enclosed structures intended solely for aircraft storage and protection. Residential occupancy and unrelated commercial uses are prohibited.

5. Permitted Uses. Hangars shall be used primarily for aeronautical purposes. Permitted uses include:

a. Aircraft Storage. Storage of active, airworthy aircraft.

b. Aircraft Construction & Maintenance. Non-commercial construction, maintenance, repair, or refurbishment of amateur-built or kit-built aircraft, provided activities are conducted safely and in compliance with IBC/IFC requirements.

c. Aircraft Equipment Storage: Storage of tools, work benches, tow bars, glider equipment, and other materials used to service, maintain, or outfit aircraft.

d. Aeronautical Equipment: Storage of gear directly supporting aeronautical activity, including balloon or skydiving equipment, office equipment, and training materials.

e. Incidental Storage: Limited storage of personal or non-aeronautical items (e.g., furniture, televisions) provided such items do not interfere with aircraft movement, access, or the hangar's primary aeronautical use.

f. Aircraft Refurbishment: Maintenance, repair, or refurbishment of aircraft is permitted, but indefinite storage of non-operational aircraft is prohibited.

6. Shell hanger Prohibited Uses. The following are prohibited unless specifically approved as a Special or Conditional Use:

a. Residential Occupancy: Sleeping quarters, overnight lodging, or residential use.

b. Unrelated Commercial Activity: Industrial, retail, restaurant, entertainment, or assembly uses not directly supporting aviation.

c. Non-Aircraft Storage: Vehicles, boats, trailers, or equipment unrelated to aircraft operations, except for a vehicle temporarily parked while the owner is using the aircraft.

d. Hazardous Storage: Hazardous materials not directly related to aircraft maintenance or operation.

e. Interference: Any use or storage that impedes aircraft movement, blocks access, or displaces aircraft from the hangar's primary aeronautical purpose.

I. Special Events. (Special Use)

Must comply with AMUZ operational limitations, have Town approval at least sixty (60) days in advance, and submit a temporary safety/emergency operations plan for approval by the Town and Utah County Fire Marshal.

J. Caretaker Dwellings. (Conditional use)

Only one caretaker dwelling is permitted per airpark or non-residential development, subject to conditional use approval.

K. Cafe. (Conditional Use)

Subject to IBC/IFC compliance, health department approvals, and site plan review.

L. Crew Rest Facilities in a Hangar. (Conditional Use)

1. Purpose: A crew rest facility is a small, enclosed area within a hangar where pilots, mechanics, or other crew members may rest for short periods. It is not a residential unit.

2. Time Limits: Use is limited to a maximum of 12 hours per rest period with a minimum of 24 hours between uses.

3. Prohibited Uses: Crew rest facilities may not be used for permanent, semi-permanent, or temporary living quarters. Short-term rentals, subleasing, or other residential use is prohibited.

4. Design Standards:

a. Must be fully enclosed within the hangar.

b. Only one room may be designated for crew rest use.

c. The maximum size is 300 square feet.

5. Required Amenities: Must include basic kitchen, toilet, and washing facilities.

6. Approvals: Installation requires a TI Permit, approval from the Fairfield Fire Authority and Utah County Health Department prior to use.

M. Aircraft Museum. (Conditional Use)