

MIDA Board Meeting

Held via Zoom

October 22, 2026 at 9:00 am

AGENDA

1. Review and a approval of the minutes from the September 18, 2026 MIDA Board meeting.
2. Resolution 2026-23: A Resolution of the Military Installation Development Authority ("MIDA") Adopting Amendments to the Falcon Hill Project Area Development Standards and Guidelines Related to Infrastructure Improvements and Applicant Clarity.
3. Resolution 2026-24: A Resolution of the Military Installation Development Authority ("MIDA") Approving an Interlocal Cooperation Agreement with Davis County for Defense Community Infrastructure Program Funding for the Falcon Hill South End Frontage Road Project.
4. Resolution 2026-25: A Resolution of the Military Installation Development Authority ("MIDA") Appointing Jed Webb as Member of the MIDA Mountain Veterans Public Infrastructure District Board of Trustees.
5. Resolution 2026-26: A Resolution of the Military Installation Development Authority ("MIDA") Adopting In Lieu Fees for the MIDA Military Recreation Facility Project Area ("MRF Project Area") in Accordance with the Terms of the Amended and Restated West Side Interlocal Cooperation Agreement Between MIDA and Wasatch County.
6. Project Area Updates:
 - a. Falcon Hill
 - b. Military Recreation Facility
7. Adjourn. The next board meeting is scheduled for November 17, 2026 at 9:00 am.

Military Installation Development Authority

MIDA Board Meeting

DRAFT Minutes

Friday, September 18th, 2026 @ 9:00 AM

Zoom Teleconference

Listen to the audio recording here: [Public Notice Website](#)

Board Members Present: President Stuart Adams (Chair), Senator Jerry Stevenson (Vice-Chair), Commissioner Gage Froerer, County Council Member Erik Rowland, Gary Harter, Mike Ostermiller, Mayor Mark Shepard

Board Members Excused: Jefferson Moss (non-voting)

The complete official audio recording is available at the link above. A summary of the discussions is presented as follows:

Agenda Item 1: Approval of August 20, 2026, meeting minutes for the MIDA Board meeting. (2:11 - 3:01)

- **Motion:** Gary Harter moved to approve the August 20, 2026, meeting minutes.
- **Second:** Mayor Mark Shepard seconded.
- **Vote:** The motion passed unanimously.

Agenda Item 2: Resolution 2026-21: A Resolution of the Military Installation Development Authority (“MIDA”) Amending the Military Recreation Facility Project Area Development Standards and Guidelines Related to the Plane of Influence and Signage (3:02 - 9:45)

Presentation by: Richard Catten

Richard Catten presented proposed updates to the Military Recreation Facility (MRF) Development Standards and Guidelines, marking approximately the tenth update over six years. The updates address two primary areas:

Plane of Influence / Excavation Limits: Prompted by a recent excavation near a road, new definitions and encroachment permit requirements were added to establish a "plane of influence" calculation next to rights-of-way to protect roadway stability and infrastructure.

Signage Regulations: Standardized signage guidelines were updated in close coordination with the master developer, Extell, and local HOA rules to clarify allowable sign types, sizes, and placements.

Lighting Definitions: Minor clarifications were made to the definition of nighttime lighting to reinforce existing dark-sky protections on mountainsides after sunset.

- **Motion:** Gage Froerer moved to approve Resolution 2026-21.
- **Second:** Mike Ostermiller seconded.
- **Vote:** The motion passed unanimously.

Agenda Item 3: Resolution 2026-22: A Resolution of the Military Installation Development Authority (“MIDA”) Designating Individuals Authorized to Act on Behalf of MIDA with Respect to the Public Treasurers’ Investment Fund (“PTIF”) (9:46 – 12:08)

Presentation by: Paula Eldredge

Paula Eldredge presented Resolution 2026-22 as an administrative update, replacing retired former Executive Director Paul Morris with current Executive Director Dan Hemmert as an authorized individual to act on behalf of MIDA for Public Treasurers' Investment Fund (PTIF) accounts, alongside Ariana Farber and Paula Eldredge.

- **Motion:** Mayor Mark Shepard moved to approve Resolution 2026-22.
- **Second:** Gary Harter seconded.
- **Vote:** The motion passed unanimously.

Agenda Item 4: Project Area Updates

Falcon Hill (12:09 -20:41)

Presentation by: Juan Gonzalez

Juan provided construction and development updates across Falcon Hill:

Building 1573: Currently under construction, replacing older 1200-series facilities; steel erection and roof decking are complete, with dry-in expected by December 2026 and a substantial completion target of July 2027.

Wasatch Development: Phase 1 is 80% pre-leased (Building 1 fully leased); Phase 2 tenant improvements are ongoing.

Roy Innovation Center: Design-build work on Building 6 is progressing to add 861,000 sq. ft. of space and ~1,050 parking stalls, with substantial completion expected in Spring 2028. Total campus employment is projected to exceed 5,000 workers.

CAMP Building: Completed 30% design phase in partnership with Hill AFB, Weber State University, MIDA, and SRDP.

1800 North Gate & Interchange: Infrastructure work, including storm drain placement, roundabout prep on Wardleigh Road, and gatehouse footings, is underway.

Mountain Veteran Program (20:42 – 25:58)

Presentation by: Ashley Burr

Ashley delivered an update on behalf of Christine Russ regarding the Mountain Veteran Program at Sundance. Highlights included expanded caregiver integration, partnerships with Hill AFB's HERO program, and hosting active-duty airmen. To date, the program has delivered 417 program days, supporting over 165 veterans and caregivers at no cost to participants.

Military Recreation Facility (25:59 – 42:55)

Presentation by: Heather Kruse and Kurt Krieg

Heather reported on recent Patriots' Day events at the Grand Hyatt Deer Valley, including a 450-person remembrance wall honoring Utah fallen service members and first responders, and noted upcoming opening dates for SkyRidge golf and dining outlets.

Kurt provided construction updates across Deer Valley East Village:

Public Safety & Infrastructure: Highlighting the FARS (Firefighter Air Replenishment System) installation in collaboration with Wasatch County Fire Chief Eric Hales, alongside \$3M in wildfire mitigation and timber management.

Subdivisions & Facilities: Completion of McHenry subdivision, progress on Lot 11 infrastructure, day-skier drop-off area with snowmelt paver installation, and flight completion for Chair 10 (targeted for activation this winter).

Commercial & Hospitality: Progress on Skier Services building (operational 2027-2028 season), Park Peak day lodge, Reef/Cormont buildings, Four Seasons (Tower C topped out), and Waldorf Astoria (aiming for late 2028 / early 2029 completion).

Agenda Item 5: Adjourn. The next scheduled meeting is October 20, 2026, at 9:00 AM (42:56 – 43:21)

- **Motion:** Mayor Mark Shepard moved to adjourn.
- **Second:** Gage Froerer seconded the motion.
- **Vote:** The motion passed unanimously.

The meeting was adjourned at approximately 9:42 AM

Meeting Attendees:

1. President Stuart Adams (Chair - Board Member)
2. Senator Jerry Stevenson (Vice Chair - Board Member)
3. Commissioner Gage Froerer (Board Member)
4. County Council Member Erik Rowland (Board Member)
5. Gary Harter (Board Member)
6. Mike Ostermiller (Board Member)
7. Mayor Mark Shepard (Board Member)
8. Derek Brenchley

9. Dan Hemmert
10. Morgan Nebeker
11. Kristin Kenny Williams
12. Heather Kruse
13. Paula Eldredge
14. Juan Gonzalez
15. Hilary Venable
16. Richard Catten
17. Fox 13 News
18. Grace Doerfler
19. Jackie Baker
20. Ryan Wilson
21. Michelle Jensen
22. Ariana Farber
23. Carol Glenn
24. Selina Hadfield
25. Rex Stock
26. Kurt Krieg
27. Michael Kosakowski
28. Mitch Park
29. Caytie Frampton
30. Derek Herndon
31. Greg Curtis
32. Anne Bransford
33. Richard Breitenbeker
34. Erin Madsen
35. Ashley Burr
36. Tyler Smith
37. Tyler Aldous
38. Jefferson Moss
39. Joshua Horner
40. Brent Hall
41. Cory Shupe
42. Camellia Malone
43. Chris Nielson

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-23

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING AMENDMENTS TO THE FALCON HILL PROJECT AREA DEVELOPMENT STANDARDS AND GUIDELINES RELATED TO INFRASTRUCTURE IMPROVEMENTS AND APPLICANT CLARITY

WHEREAS, on October 13, 2026, the Falcon Hill Development Review Committee (the “FH DRC”) recommended amendments to the Falcon Hill Project Area Development Standards and Guidelines (“Development Standards”); and

WHEREAS, the recommended amendments include certain clarifications related to infrastructure improvements that are not directly related to site plans, adjusted site plan approval power, a list of approved materials, and a delegation of authority to the FH DRC for it to independently approve site plans within the Falcon Hill Project Area, as well as other technical changes and updates; and

WHEREAS, the MIDA Board does hereby determine that it is in the best interest of MIDA and the Falcon Hill Project Area to adopt the revisions to the Development Standards that have been recommended by the FH DRC.

NOW, THEREFORE, BE IT RESOLVED by the MIDA Board that the attached amendments to the Development Standards that have been recommended by the FH DRC are hereby adopted in substantially final form.

PASSED AND ADOPTED by the MIDA Board this 22nd day of October, 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

MILITARY INSTALLATION DEVELOPMENT AUTHORITY
Design Review Committee Meeting
October 13, 2026

STAFF REPORT

Agenda Item: #2
Prepared By: Cory Shupe, MIDA Planner
Reviewed By: Richard Catten, DRC Counsel

Project: Revisions to The Development Standards and Guidelines:
Table of Contents
2.04 Infrastructure Improvement
2.05 Site Development Lease
2.06 Site Development Lease Amendment
Chapter 1 Definitions
Chapter 2 Review Procedures
Chapter 3 Land Use Regulations
Chapter 6 Design Goals, Guidelines and Standards

Recommendation: Staff recommendation is that the MIDA DRC recommend approval of the updates to the Falcon Hill Development Standards and Guidelines to the MIDA Board for their review.

Background:

The updates recommended include changes necessary to provide guidance to applicants when submitting for infrastructure improvements needed that are not directly related to a site plan application. Additional updates provide clarity to the applicant when applying for Site Development Lease Recordation Plan and Site Development Lease Recordation Plan Amendments. Administrative approvals of some items are now acceptable (i.e. Façade Materials – Architectural Precast Concrete, Metal Panels, Glass, etc.). Finally, these updates also provide the DRC with the authority to approve Site Plan applications without having to forward to the MIDA Board for final approval.

Analysis:

Table of Contents: The proposed changes to the Table of Contents include the addition of 2.04 Infrastructure Improvement, 2.05 Site Development Lease Recordation Plan, and 2.06 Site Development Lease Recordation Plan Amendment. These sections did not exist previously and now provide clarity to the process and procedures.

Chapter 1 Definitions: The proposed changes include new language for J. Infrastructure Improvements, which provides clarity to what is considered an infrastructure improvement and item X. Working Day.

Chapter 2 Review Procedure:

- Section 2.02.A. Allows application fee by MIDA executive order rather than by resolution.
- Section 2.02.C. Provides clarity to an applicant on what documentation shall be provided as part of a Site Plan application.
- Section 2.02.G.5.d. Requires that the applicant obtain an Infrastructure Improvement Permit under Section 2.04 and is in compliance with the Public Facilities provision of this Section 2.02.
- Sections H.6., 7., and 8. Now obsolete as the DRC has the authority to approve Site Plan applications.
- Section 2.03.A Development Behind Boundary Fence: Update wording from MIDA resolution to MIDA executive order.
- Section 2.04 Infrastructure Improvement Permit: This is a new section and provides clarity, procedure, and direction to future applicants.
- Section 2.05 Site Development Lease Recordation Plan Review Requirements: This is a new section and provides clarity, procedure, and direction to future applicants.
- Section 2.06 Site Development Lease Recordation Plan Amendment Review Requirements: This is a new section and provides clarity, procedure, and direction to future applicants.

Chapter 3 Land Use Regulations:

- 3.02 Site Plan Approval. Updates to this section provide clarity to the applicant to obtain Site Plan approval.

Chapter 6 Design Goals, Guidelines and Standards:

- 6.01.B provides language that may allow flexibility to an applicant if an item is not directly addressed but is considered to maintain the overall intent of the Falcon Hill vision.
- 6.09.J. provides the authority for administrative approvals.
- 6.12.4.F allows for administrative authority to approve.

RECOMMENDED ACTION:

Staff recommendation is that the MIDA DRC recommend approval of the amendments/updates to The Development Standards and Guidelines to the MIDA Board for their review.

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CHAPTER 1 DEFINITIONS

1.01 Terms, Tenses, and Disputes of Definitions

For the purpose of these Development Standards, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. The word "shall" is mandatory and not discretionary. For any term or use not defined herein, the APA publication entitled *Planner's Dictionary* and *Webster's Dictionary* (latest editions) shall be consulted and the definition used will be determined by the Executive Director.

- A. **Applicant** – Sunset Ridge or any person or company(ies) approved by Sunset Ridge pursuing a MDCP approval, or Site Plan approval, and seeking design guidance and approval for development in Falcon Hill.
- B. **Big Box Retail** – a large single commercial facility that is not incidental to or in support of existing uses at Falcon Hill.
- C. **Boundary Fence** – a security fence that provides separation and defines public areas both accessible and secured within the Project Area Plan. It also provides separation from land governed by HAFB.
- D. **Development Review Committee (DRC)** – a review board established by MIDA to review an Applicant's MDCP and/or Site Plan pursuant to the procedures set forth in these Standards. The DRC shall have the authority to approve, approve with conditions, or deny Site Plans and Conditional Use permits, and to make recommendations to the MIDA Board on MDCPs and other matters pursuant to the MIDA Development Standards. The DRC consists of one staff or elected official from each of the following entities: Clearfield City, Sunset City, Roy City, Riverdale City, Davis County and Weber County, and the Executive Director.
- E. **Development Standards** – MIDA Falcon Hill Development Standards and Guidelines.
- F. **Executive Director** – MIDA's Executive Director.
- G. **Falcon Hill** – the Falcon Hill National Aerospace Research Park.
- H. **HAFB** – Hill Air Force Base.
- I. **Increment** – A Site Plan or portion thereof that is occupied or intended to be occupied by one main building or a group of related buildings, any accessory building(s), associated parking, roads, landscaping and open space.
- J. **Infrastructure Improvement** – Any roadway, curb and gutter, sidewalk, trail, street lighting, traffic signal, signage and striping, culinary or secondary water, sanitary sewer, storm drain, detention facility, dry utility, or other Public Facilities, together with associated grading, drainage, and erosion control, constructed within Falcon Hill.
- J.K. **ITE** – Institute of Transportation Engineers.
- K.L. **Master Development Concept Plan (MDCP)** – a graphic document submitted by Sunset Ridge that is adopted by the MIDA Board consisting of general ideas/vision of the development of Falcon Hill, specifically including a utility and right-of-way plan.
- L.M. **MIDA Act** – 63H-1-101 et seq. Utah Code Annotated 1953, as amended.
- M.N. **MIDA Board** – the governing body of MIDA created by the MIDA Act.
- N.O. **Military Installation Development Authority (MIDA)** – a state authority established by the State of Utah to govern the development of military land in Utah, including but not limited to Falcon Hill.
- O.P. **Off-site Improvements** – this refers to any required public improvements off of a Site Plan.
- P.Q. **On-site Improvements** – this refers to any required public or common area (e.g. landscaping, parking lots) improvements that are within a Site Plan boundary.
- Q.R. **Project Area Plan** – a written plan adopted by the MIDA Board pursuant to the MIDA Act that, after its effective date, guides and controls the development within a project area.
- R.S. **Public Facilities** – facilities, improvements, and amenities that will be constructed, installed, operated, serviced, maintained and repaired by or for MIDA and that are essential to support a community and its development. These facilities include, but are not limited to; roads, water, sewer, emergency services, parks, drainage facilities, etc.
- S.T. **Reviewers** – Staff and other outside agencies, as determined by the Executive Director.
- T.U. **Site Plan** – A plan for a portion of land in the MDCP showing all essential dimensions, phases, and other information in compliance with the Development Standards submitted for review by Staff, the DRC, at the DRC's discretion or upon appeal, to the MIDA Board.
- U.V. **Staff** – MIDA's hired staff and a board of design, engineering, and construction consultants contracted by MIDA

to provide a thorough review of any proposed Site Plan in Falcon Hill.

~~V.~~ **Sunset Ridge** – Sunset Ridge Development Partners L.L.C. (Woodbury Corporation and Hunt Hill Development L.L.C.) its successors or assigns.

W. **Working Day** – Any day other than a Saturday, Sunday, or legal holiday observed by the State of Utah.

CHAPTER 2 REVIEW PROCEDURE

2.01 Master Development Concept Plan

2.02 Site Plan

2.03 Development Behind the Boundary Fence

2.01 Master Development Concept Plan

- A. MDCP Application: The Applicant shall submit a MDCP application and fee, as established by ~~resolution of~~ MIDA, to the Executive Director. The application shall be submitted digitally as directed by MIDA. An MDCP approval is required before any Site Plan approval and before Construction may occur on property within the MIDA Control Area. Areas within the Falcon Hill project area that remain behind the secure Boundary Fence, are considered within the Falcon Hill project area but will not be required to go through the Site Plan process (section 2.02), or Building Permit application. However, the Applicant shall notify MIDA of any development behind the Boundary Fence and submit an application as set forth in section 2.03.
- B. MDCP Submittal Requirements: One, to scale, digital copy of the MDCP shall be provided in PDF and or DWG format. The Submittal should contain the following data.
 - 1. Existing Conditions Data:
 - a. Existing topography shall be shown on the same map as the proposed MDCP. The portrayal of the existing conditions, including but not limited to, all utility information and topographic data. This information shall be in accordance with the current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
 - b. All planimetric features shall be indicated. These features include but are not limited to water wells, streams, canals, irrigation laterals, private ditches, washes, ponds, or other water features; direction of flow; location and extent of known areas subject to inundation and all existing utility main lines (size and owner).
 - c. Location, widths, and names of all planned and existing streets, railroads, any and all easements, public areas, permanent structures to remain including water wells, taxing entity boundaries within or adjacent to the MDCP area, and any other encumbrances or items of record.
 - d. By note, the acreage of the MDCP.
 - e. Boundaries of the MDCP with an exhibit title that includes the name of the development, Phase name and/or number and its location by number of section, township, range and county, and any information found in a minimum standard ALTA/ACSM Land Title Survey.
 - f. Any excepted parcels within the MDCP boundaries shall show all bearings and distances, determined by an field survey as per national standards. All dimensions shall be expressed in feet, bearings, and degrees.
 - g. By note, names and addresses of adjoining property owners and municipalities within 300 feet of the exterior MDCP boundary.
 - h. Name, address and official seal of the registered professional engineer or registered land surveyor preparing the project survey.
 - i. Scale, north arrow and date of the MDCP preparation.
 - 2. Proposed Conditions Data:
 - a. Street and transit layout.
 - b. Pedestrian ways.
 - c. Connectivity to adjoining properties.
 - d. Land Uses.
 - e. Designation of all land to be dedicated or reserved for public use with the use indicated.
 - f. Utility locations.
 - g. Building envelope, configuration, and location.
 - h. Approximate square feet of proposed building(s).
 - i. Parking schematic.
 - 3. Impact Study: Impact studies may be required by the MIDA Board for the MDCP. The studies may include, but are not limited to transportation, transit, traffic, culinary water, geology, soils, environmental issues, sanitary sewer, drainage and economic studies.
- C. Completeness : Upon receipt of the MDCP Submittal with all required data as provided herein, the Executive Director, or designee, shall verify the application as complete and shall affix the date of application acceptance thereon. The Executive Director shall provide notification to the Reviewers.
- D. Agency Review: The Executive Director shall transmit the application and MDCP to Reviewers and such other

entities that have jurisdiction or an interest in the proposed project for their review and recommendations.

1. A written and dated letter from the Reviewers may be submitted to the Applicant requesting more information, data, illustrations or clarifications. The Applicant shall comply with the request within six (6) months or the MDCP application shall become null and void.
 2. If no written reply is received from any of the various Reviewers within twenty (20) working days from the date of notification, compliance of the MDCP Application by such Reviewers will be considered to be granted.
 3. The Executive Director shall oversee a summary report of the findings.
- E. DRC Action:
1. The MDCP and summary report shall be given to the DRC for review and consideration after the application is verified complete by the Executive Director, or designee, as complete and has been reviewed by Reviewers and includes the Reviewers recommendation(s) which shall be to approve, approve with conditions, or to deny the MDCP.
 - a. A written and dated letter from the DRC may be submitted to the Applicant requesting more information, data, illustrations or clarifications. The Applicant shall comply with the request within six (6) months or the MDCP application shall become null and void.
 - b. After review, the MDCP is placed on the DRC agenda, and the DRC shall hold a public meeting.
 2. At the public meeting of the proposed MDCP, the DRC shall provide a recommendation of the MDCP. The recommendation shall be stated in the MIDA staff report, a copy of which shall be attached to one copy of the MDCP and returned to the Applicant.
 3. Upon recommendation by the DRC, the MDCP, together with a complete copy of the DRC's and Reviewer's findings and report, shall be transmitted to the MIDA Board. The recommendation shall specify:
 - a. The policies and standards used in evaluating the application;
 - b. The recommendations for approval, conditional approval or denial; and
 - c. In the event of a denial, the DRC will provide to the Applicant a list of reasons for the denial.
- F. MIDA Action:
1. Following recommendation by the DRC, the MDCP shall be sent to the MIDA Board for review. The MIDA Board shall consider the MDCP and any recommendations by the DRC and Reviewers.
 2. After sufficient time for review, the MIDA Board shall hold a public meeting.
 3. If the MDCP conforms to the requirements of the Development Standards and is in accordance with the Project Area Plan including fulfilling the purposes and intent described therein as determined by the MIDA Board, the MIDA Board shall approve or approve with conditions.
 4. If the MDCP does not conform to the requirements of the Development Standards or is not in accordance with the Project Area Plan and its purpose and intent, then the MIDA Board shall request revisions and resubmittal of the MDCP or deny the MDCP.
 5. If denied, the Applicant shall submit a new MDCP application with associated fee as ~~established~~^{adopted} by MIDA ~~Resolution 2009-04~~.
- G. MDCP Approval: After the MDCP has been approved by the MIDA Board, the Applicant can then move through the Site Plan process.

2.02 Site Plan

- A. Site Plan Application: The Applicant shall submit a Site Plan application and fee, as established by MIDA ~~executive order~~^{resolution}, to the Executive Director. The application shall be submitted digitally as directed by MIDA.
- B. Site Plan Requirements: One, to scale, digital copy of the Site Plan shall be provided in PDF and DWG format. Information, required as part of the Site Plan, shall be shown graphically and by note on plans. All mapped data for the same plan shall be drawn accurately at the same standard engineering scale—~~1~~.
- C. All applications must provide documentation of the proposed project. The applicant shall provide plans, exhibits, renderings, and supporting Documentation necessary for MIDA Staff and designated Reviewers to determine compliance with applicable design requirements contain within chapter 6 Design Goals, Guidelines and Standards, Chapter 7 Roadway Design Standards, Chapter 8 Utility Design Standards, and other applicable provisions of these Standards and Guidelines. Applications may include but are not limited to:
1. Architectural Design
 2. Site Design
 3. Landscape Design
 4. Exterior Lighting Design (parking, pedestrian ways, landscape, etc.)
 5. Signage (see also Chapter 5)
 6. Transportation and Circulation
 7. Infrastructure and Utilities

B-D.

1. SDL Recordation Plan
2. Existing Conditions Data:
 - a. Existing topography shall be shown on the same map as the proposed Site Plan layout. The portrayal of the topographic data shall be in accordance with the current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
 - b. Location, widths, and names of all planned and existing streets, railroads, utility rights-of-way of public record, public areas, permanent structures to remain including water wells, taxing entity boundaries, municipal corporation lines, easements (if applicable) and any and all existing features within or adjacent to the Site Plan area.
 - c. By note, the acreage of the Site Plan area.
 - d. Boundaries of the Site Plan area shall show dimensions as found in a minimum standard ALTA/ACSM Land Title Survey.
 - e. By note, names and addresses of adjoining property owners, leaseholders, & buildings within 300 feet of the exterior site boundary.

e.

- f. Provide a vicinity map with major street names and highlighted subject property.
- 3. Identification Data Required:
 - a. A title that includes the name of the development, Increment name and/or number and its location by number of section, township, range and county.
 - b. Name, address and official seal of the registered professional engineer preparing the Site Plan.
 - c. Scale, north arrow and date of the Site Plan preparation.
 - d. Legend showing all symbols, line types, hatching and abbreviations.
 - e. Sheet list and sheet index map if needed.
- 4. Proposed Conditions Data:
 - a. Street layout, including location, right-of-way easement width(s), utility easements, street cross-sections, proposed names of streets, street numbers, alleys, pedestrian ways, and easements, and connections to adjoining properties.
 - b. Typical Site Plan area dimensions and boundary dimensions to scale; dimensions of all corner Site Plan areas and Site Plan areas of curvilinear sections of streets; each phase numbered individually; total number of phases.
 - c. Location, width, and use of easements.
 - d. Designation of all land to be dedicated or reserved for public use with the use indicated.
 - e. Provide a summary table of the site areas (buildings, parking/hardscape, open space/landscape areas) and their respective percentages.
- 5. Descriptive Data Required:
 - a. Name, right-of-way easement lines, courses, lengths, width of all streets, alleys, transit, pedestrian ways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys, and radii of all curb returns and rounded street line intersections. All drainage ways to be dedicated to MIDA or to remain private shall be shown on the plan.
 - b. All existing and proposed easement usages shall be properly labeled.
 - c. All Increments shall be numbered. Exceptions, tracts and private parks shall be so designated, lettered or named and clearly dimensioned.
 - d. "Call Before You Dig" symbol and telephone number.
- 6. Proposed Utility Methods:
 - a. Sewage Disposal: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of the sanitary sewage facilities proposed.
 - b. Water Supply: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design, operation, volume and quality of the water supply and facilities proposed.
 - c. Storm Water Disposal: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of any proposed storm water system. Also, the Applicant shall provide an acceptable Storm Water Pollution Prevention Plan (SWPPP). A Notice of Intent (NOI) in compliance with the State of Utah Division of Water Quality requirements will be required prior to the disturbance of any portion of the site.
 - d. Irrigation system: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of any irrigation system that is proposed as part of the Site Plan area.
 - e. The design of sewage disposal, water supply, and storm water disposal shall comply with Chapter 8.
- 7. Impact Study: Impact studies may be required by the MIDA Board based on the size of the Site Plan area. The studies may include, but not be limited to transportation, transit, traffic, geotechnical and soils report, water, sanitary sewer, drainage and economic study. If previous studies exist, the Applicant must provide a certificate indicating compliance with the existing study. The MIDA Board shall require an updated impact study if any use will significantly impact Falcon Hill. Each impact study shall be prepared and certified by a licensed professional competent in the associated field of study.
- 8. Survey Data Required:
 - a. The survey for the subject property shall be prepared in accordance with the standard of practice for boundary surveys in the State of Utah.
 - b. All drawings shall be based upon UTM (12) North.
 - c. Proposed survey monument locations.
 - d. Tie site to public survey monuments.
- 9. Roadway Dedication Plan: This plan provides an instrument for right-of-way easement conveyance. Relative to this section, items a, b, and c below refer to headings in Chapter 2.02. All references to "Site Plan" are to be replaced with "Roadway Dedication Plan". All references to "registered professional engineer" are to be replaced with "professional land surveyor". The Plan shall include:

- a. Identification Data.
 - b. Descriptive Data. The numbering of Increments does not apply.
 - c. Survey Data.
 - d. Legal Description of area to be dedicated. Any and all easements and encumbrances of record.
 - e. Appropriate signature blocks for utility companies and easement conveyance.
10. Utility Plan Requirements:
- a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Utility Plan")
 - c. Utility Plan elements shall be drawn to scale .
 - d. All existing and proposed utilities. These include, but are not limited to, sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, streetlights, etc.
 - e. Relationship of utilities to each other with dimensions.
 - f. Provide profiles for proposed storm drain & sewer lines if not in roadway drawings. Show pipe crossings in profile and dimension vertical separation.
11. Grading and Drainage Plan Requirements:
- a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Grading and Drainage Plan")
 - c. Existing and proposed contour information per national mapping standards.
 - d. Existing and proposed storm drain facilities.
 - e. Existing and proposed detention facilities and details.
 - f. Hydrologic and hydraulic calculations shall be provided for the drainage collection system, detention facilities, and outlet works.
 - g. Roadway and parking lot percentage of grade with directional arrows of surface flow.
 - h. Percentage of grade around curb returns at intersections with directional arrows of surface flow. Provide percentage of grade & spot elevations of all ADA ramps and accessible routes Retaining walls complete with spot elevations, type of wall, and cross section details. Must be signed by a licensed structural engineer if greater than four feet in height.
 - i. Areas of 30% or greater slopes.
 - j. Flood Plain and Wetland Information.
 - k. Spot elevations at all curb returns, driveways, grade changes and throughout all parking areas.
 - l. Proposed and existing drainage easements, with dimensions, elevations and typical sections as needed.
 - m. Design benchmark.
12. Soil and Erosion Control Plan Requirements:
- a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Soil and Erosion Control Plan")
 - c. Applicable Existing Conditions Data typically shown.
 - d. Existing and proposed storm drains.
 - e. Existing and proposed detention facilities and details.
 - f. Drainage patterns.
 - g. Indicate best management practices and details for each to be used as outlined in the SWPPP.
 - h. Limits of disturbance delineation and acreage.
13. Roadway Plan and Profile Plan Requirements:
- a. Plan View
 - 1. Existing and proposed horizontal site design layout.
 - 2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Roadway Plan and Profile Plan")
 - 3. Applicable Existing Conditions Data typically shown.
 - 4. Scale shall be 1"=20' or 1"=40'.
 - 5. All existing and proposed utilities. These include but are not limited to sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines and streetlights.
 - 6. Extend 100 feet each way showing existing improvements.
 - 7. Spot elevations at all curb returns, driveways and grade change points.
 - 8. Percentage of grade around curb returns at intersections with direction arrows.
 - 9. Street Monuments.
 - 10. Centerline Stationing.
 - 11. Existing edge of asphalt spot elevations.
 - 12. Key map for sheet orientation relative to overall project.
 - 13. Design benchmark.

- b. Profile View
 1. Appropriate vertical scale.
 2. Extend profile line 100 feet each way showing existing improvements.
 3. Existing ground profile at proposed profile grade line.
 4. Proposed profile grade line with grade information, slope, VPI, VPC, CPT, etc. Include elevations at points of interest. All necessary vertical curve information.
 5. Elevations at left and right side of sheet.
 6. Existing and proposed culinary and or secondary water (if 6 inches or greater), storm drain and sanitary sewer. Include pipe length, material, and size. Include manhole size, rim elevation, and any grate elevations.
 7. Indicate pipe crossings and clearance between utilities pipe edge to pipe edge.
14. Signing and Striping Plan Requirements:
 - a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Signing and Striping Plan")
 - c. Stop bars, crosswalks, painted messages or arrows, stop signs, street signs and any additional signs as warranted by the most current edition of MUTCD.
 - d. Traffic striping or tape for all lanes.
 - e. Proposed signal loops if required.
 - f. Proposed signal light if required.
- ~~15.~~ Demolition Plan Requirements:
 - a. Existing and proposed horizontal site design layout.
 - b. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Demolition Plan")
 - c. Structures and other facilities to be removed or abandoned.
 - d. Show and label key utilities to be stubbed, capped, and/or abandoned
 - e. Provide a summary table with key areas of asphalt removal, concrete removal, landscape removal, etc.
- ~~E.E.~~ Completeness: Upon receipt of the Site Plan with all required data as provided herein, the Executive Director shall verify the application as complete and shall affix the date of application acceptance thereon. The Executive Director shall provide notification to the Reviewers.
- ~~D.F.~~ Agency Review: The Executive Director shall transmit the application and Site Plan to Reviewers and such other entities that have jurisdiction or an interest in the proposed project for their review and recommendations.
 1. If no written reply is received from any of the various Reviewers within twenty (20) working days from the date of notification, approval of the Site Plan by such Reviewers will be considered to be granted.
 2. The Executive Director shall oversee a summary report of the findings.
- ~~E.G.~~ DRC Action:
 1. The Site Plan and summary report shall be given to the DRC for review and consideration after the application is verified complete by the Executive Director or designee as complete and has been reviewed by Reviewers and includes the Reviewers recommendation(s) which shall be to approve, approve with conditions, or to deny the Site Plan.
 - a. A written and dated letter from the DRC may be submitted to the Applicant requesting more information, data, illustrations or clarifications. The Applicant shall comply with the request within six (6) months or the Site Plan application shall become null and void.
 - b. After review, the Site Plan is placed on the DRC agenda, the DRC shall hold a public meeting.
 2. Reviewers shall review and recommend special conditions, including site design standards, pertaining to the proposed Site Plan.
 3. After review, the DRC shall hold a public meeting.
 4. At the public meeting to consider a proposed Site Plan, the DRC shall table, approve, conditionally approve, or deny of the Site Plan. The decision shall be stated in writing, a copy of which shall be attached to one copy of the Site Plan and returned to the Applicant.
 5. The DRC report shall specify:
 - a. The policies and standards used in evaluating the application;
 - b. The decision for tabling, approval, conditional approval or denial; and
 - c. In the event of a denial, the DRC will provide the Applicant with a list of reasons for denial. The applicant may appeal to the MIDA Board.
 - d. Site Plan Approval: After the Site Plan has been approved by the DRC, the Applicant can then move through the building permit process. Building permits will be issued by MIDA. If the Applicant will be constructing any Public Facilities, it shall [apply for a permit as set forth in section 2.02.I.obtain an Infrastructure Improvement Permit under Section 2.04 and comply with the Public Facilities provisions of this Section 2.02.](#)
 - e. Site Plan Approval Expiration: The Site Plan Approval will expire after 24 months, unless significant action

has occurred. Significant action will be determined by the Executive Director. Extensions will be granted through an application process, and approval must be given by the DRC.

F.H. MIDA Action:

1. Following a decision by the DRC, the Site Plan shall be sent to the MIDA Board for informational purposes.
2. DRC Referral. The DRC may, at its sole discretion, refer a Site Plan Application to the MIDA Board with a recommendation rather than making a final decision, where the DRC determines the application is sufficiently significant to the overall development of Falcon Hill to warrant Board consideration.
3. Appeal. In the event of a denial by the DRC, the applicant may appeal to the MIDA Board by filing a written notice of appeal with the Executive Director within ten (10) working days of the date of the DRC's written decision. The notice of appeal shall state the grounds for the appeal and include any supporting documentation the applicant wishes the Board to consider. The MIDA Board shall hold a public meeting and render a decision on the appeal at its next regularly scheduled meeting following receipt of the notice of appeal. Failure to file a timely notice of appeal shall render the DRC's decision final.
4. Board Review. Where a Site Plan Application comes before the MIDA Board pursuant to subsection (2) or (3) above, the MIDA Board shall consider the Site Plan Application and any recommendations by the DRC and Reviewers.
 - a. If the Site Plan Application conforms to the requirements of the MIDA Development Standards and is in accordance with the Project Area Plan, the MIDA Board shall approve or approve with conditions.
 - b. If the Site Plan Application does not conform, the MIDA Board shall request revisions and resubmittal or deny the Application. Any requests for revisions, conditions, or denial shall reference the applicable section(s) of the Development Standards.
5. If the Site Plan is denied by the MIDA Board, the Applicant may initiate a new application and shall submit a new Site Plan Application and fee.
- ~~6. Following recommendation by the DRC, the Site Plan shall be sent to the MIDA Board for review. The MIDA Board shall consider the Site Plan and any recommendations by the DRC and Reviewers.~~
- ~~a. After time for review, the MIDA Board shall hold a public meeting.~~
- ~~7. If the Site Plan conforms to the requirements of the Development Standards and the MDCP, as determined by the MIDA Board, the MIDA Board shall approve or approve with conditions, and the Chair of the MIDA Board shall certify the Site Plan with his signature.~~
- ~~8. If the Site Plan does not conform to the requirements of the Development Standards or is not in accordance with the Project Area Plan and its purpose and intent, then the MIDA Board shall request revisions and resubmittal of the Site Plan or deny the Site plan.~~

G.I. If the Site Plan is denied, the Applicant shall submit a new Site Plan Application and fee. Site Plan Expiration: The Site Plan approval will expire after 24 months, unless significant action has occurred. Significant action will be determined by the Executive Director. Extensions will be granted through an application process, and approval must be given by the DRC.

H.J. Public Facilities

1. Public Facilities Application: The Applicant shall submit a Public Facilities application and fee, as established by ~~resolution of~~ MIDA, to the Executive Director. Unless waived by the Executive Director.
 - a. The application shall be accompanied by:
 1. Construction documents
 2. All necessary reports as determined by the MIDA Engineer.
2. Public Facilities Required:
 - a. No Site Plan shall be approved without receiving a statement signed by the MIDA Engineer certifying that the Public Facilities described in the site plan and construction documents meet the minimum requirements of Falcon Hill Development Standards and Guidelines and Construction Specifications, unless such statement is waived by the Executive Director.
3. Public Facilities Bonding:
 - a. Required: In order to assure the completion of the required public facilities, the Applicant or the Applicant's contractor shall establish with MIDA an escrow account and/or surety bond in an amount equal to one hundred ten percent (110%) of the cost estimated by the Applicant's engineer, as accepted by the MIDA Engineer, for the completion of public facilities not then installed. The developer may, at his option, have an escrow account or surety bond or both to guarantee such public facilities. The account will be released according to the provisions outlined in Section 2.02.I.6 of this Chapter, the conditions of which must be approved by MIDA's Attorney to guarantee the public facilities will be installed as shown on the site plan. The purpose of the account will be to assure construction of required public facilities within two (2) years from the date of final approval, without cost to MIDA, including any additional costs due to inflation.
 - b. Execution; Filing: The escrow account shall be executed by a banking or trust payable to MIDA; shall be filed in the office of the County Recorder and shall be available for public inspection during regular business hours.
 - c. Duration; Liability: Each escrow account shall run for at least ninety (90) days after the installation of all

- public facilities and after a final inspection certified by the MIDA Engineer. In no event shall MIDA be deemed liable under this Section on any claim asserted by a laborer or materialman.
4. Guarantee of Public Facilities
 - a. All public facilities constructed by the Applicant shall be guaranteed for a period of one (1) year after a satisfactory intermediate inspection. Prior to the MIDA Board accepting the public facilities for purposes of perpetual maintenance, the MIDA Engineer shall review the condition of construction and prepare a report of recommendation to the MIDA Board. All pavements or other public facilities requiring replacement or repair shall be defined by the MIDA Engineer and the Applicant shall complete all required replacements or repairs at his own expense prior to acceptance by the MIDA Board.
 5. Commencement of Construction
 - a. Construction of public facilities shall not proceed until recording of the site plan has been accomplished.
 6. Inspections
 - a. Fees: The Applicant shall be charged an hourly rate for the MIDA Engineer to cover the cost of inspecting public facilities in the site plan. The fee will be charged at the completion of the inspection and paid to MIDA.
 - b. Intermediate Inspection: At completion of construction, the MIDA Engineer shall make an inspection of all public facilities and shall inform the Applicant and MIDA Board of the results of the inspection. As-built drawings shall be submitted to the MIDA Engineer prior to the inspection. Upon satisfactory inspection, the Applicant may draw on the escrow account for payment of supplies, up to one hundred percent (100%) of the estimated cost, not to exceed that figure, leaving ten percent (10%) of the estimated cost in the account.
 - c. Final Inspection: One (1) year after the completion of construction of public facilities (date of intermediate inspection), a final inspection shall be made by the MIDA Engineer. The results of this inspection shall be made known to the Applicant and MIDA Board, and if all work is satisfactory, a recommendation will be made to release the remainder of the escrow account or surety bond.

Public Facilities Reimbursement: When any Public Facilities are being funded by MIDA, in part or full, and being constructed by the Applicant, Applicant shall comply with Subsections (1) through (6) above, except that the Executive Director may waive the bonding requirement.

 - d. No more than once a month the Applicant may submit an invoice to MIDA showing:
 1. an itemized list of costs incurred within the previous 90 days;
 2. which contractors performed the work;
 3. backup material evidencing the costs;
 4. a certification, approved by MIDA, that the work has been completed according to MIDA's requirements and that the costs have been properly incurred; and
 5. any other documentation MIDA may request to justify the reimbursement.
 - e. The Applicant shall submit the costs within 90 days of their occurrence to be reimbursable. For good cause the Executive Director may waive this requirement on a case-by-case basis.

2.03 Development Behind Boundary Fence (DBBF)

- A. For any development behind the Boundary Fence, the Applicant shall submit a DBBF application in conjunction with the application to HAFB and associated fee, as established by MIDA ~~executive order resolution~~, to the Executive Director.
- B. DBBF Requirements: Provide a digital file of the DBBF drawn accurately at a standard engineering scale with the following:
 1. The DBBF shall be in accordance with the MDCP.
 2. Proposed Conditions Data:
 - a. Street and transit layout.
 - b. Traffic Study
 - c. Land Uses.
 - d. Public Facilities
 - e. Utility locations.
 - f. Building envelope, configuration, and location.
 - g. Parking schematic.
 - h. List any potential impact or impact to projects within the MDCP.
- C. Completeness: Upon receipt of the DBBF application with all required data as provided herein, the Executive Director shall certify the application as complete and shall affix the date of application acceptance thereon. The Executive Director shall provide notification to the Reviewers.
- D. Agency Review: The Executive Director shall transmit the DBBF application and accompanying documents to Reviewers and such other entities that have jurisdiction or an interest in the proposed project for their review and recommendations.

1. A written and dated letter from the Reviewers may be submitted to the Applicant requesting more information, data, illustrations or clarifications. The Applicant shall comply with the request within six (6) months or the DBBF application shall become null and void.
2. If no written reply is received from the Executive Director within twenty (20) working days from the date of notification, compliance of the DBBF by such Reviewers will be considered to be approved.
3. The Executive Director shall oversee a summary report of the findings.

2.04 Infrastructure Improvement Permit

A. Permit Required. The Applicant shall submit an Infrastructure Improvement Permit application and fee, as established by MIDA executive order, to the Executive Director. No person shall construct, install, relocate, or modify any Infrastructure Improvement within Falcon Hill without a MIDA Infrastructure Improvement Permit issued under this Section. The permit is in addition to any Site Plan approval or building permit. The Applicant shall submit an Infrastructure Improvement Permit application and fee, as established by MIDA, to the Executive Director. When an Infrastructure Improvement is proposed as part of, or required as a condition of, a Site Plan application, the permit shall not be issued until the Site Plan is approved. Other Infrastructure Improvements may be permitted without Site Plan approval. When an Infrastructure Improvement serves a development requiring Site Plan approval, the permit shall not be issued until the Site Plan is approved. When an Infrastructure Improvement is not directly related to a Site Plan application, an applicant may obtain an infrastructure permit.

B. A PDF copy of the Infrastructure Plans and other information, required as part of the Infrastructure Permit Application, shall be shown graphically and by note on plans. All sheets shall contain general identification data such as; a title that includes the name of the development, parcel name and/or number and its location by number of section, township, range and county; name, address and official seal of the registered professionals preparing the Plans; scale, north arrow and date of the Site Plan preparation; legend showing all symbols, line types, hatching and abbreviations; and the "Call Before You Dig" symbol and telephone number where appropriate. All mapped data for the same plan shall be drawn accurately at the same standard engineering scale, having no more than one hundred (100) feet to an inch.

C. Existing Conditions Data:

1. Existing topography shall be shown on the same map as the proposed Site Plan layout. The portrayal of the topographic data shall be in accordance with the current National Mapping Standards and the American Society of Photogrammetry and Remote Sensing (ASPRS) standards.
2. Location, widths, and names of all planned and existing streets, railroads, utility rights-of-way of public record, public areas, permanent structures to remain including water wells, taxing entity boundaries, municipal corporation lines, easements (if applicable) and any and all existing features within or adjacent to the Site Plan area.
3. By note, the acreage of the Site Plan area.
4. Boundaries of the Site Plan area shall show dimensions as found in a minimum standard ALTA/ACSM Land Title Survey.
5. By note, names and addresses of adjoining property owners, leaseholders, & buildings within 300 feet of the exterior site boundary.
6. Provide a vicinity map with major street names and highlighted subject property.

D. Identification Data Required:

1. A title that includes the name of the development, Increment name and/or number and its location by number of section, township, range and county.
2. Name, address and official seal of the registered professional engineer preparing the Site Plan.
3. Scale, north arrow and date of the Site Plan preparation.
4. Legend showing all symbols, line types, hatching and abbreviations.
5. Sheet list and sheet index map if needed.

E. Proposed Conditions Data:

1. Street layout, including location, right-of-way easement width(s), utility easements, street cross-sections, proposed names of streets, street numbers, alleys, pedestrian ways, and easements, and connections to adjoining properties.
2. Typical Site Plan area dimensions and boundary dimensions to scale; dimensions of all corner Site Plan areas and Site Plan areas of curvilinear sections of streets; each phase numbered individually; total number of phases.
3. Location, width, and use of easements.
4. Designation of all land to be dedicated or reserved for public use with the use indicated.
5. Provide a summary table of the site areas (buildings, parking/hardscape, open space/landscape areas) and their respective percentages.

F. Descriptive Data Required:

1. Name, right-of-way easement lines, courses, lengths, width of all streets, alleys, transit, pedestrian ways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys, and radii of all curb returns and rounded street line intersections. All drainage ways to be dedicated to MIDA or to remain private shall be shown on the plan.
2. All existing and proposed easement usages shall be properly labeled.
3. All Increments shall be numbered. Exceptions, tracts and private parks shall be so designated, lettered or named and clearly dimensioned.
4. "Call Before You Dig" symbol and telephone number.

G. Proposed Utility Methods:

1. Sewage Disposal: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of the sanitary sewage facilities proposed.
2. Water Supply: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design, operation, volume and quality of the water supply and facilities proposed.
3. Storm Water Disposal: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of any proposed storm water system. Also, the Applicant shall provide an acceptable Storm Water Pollution Prevention Plan (SWPPP). A Notice of Intent (NOI) in compliance with the State of Utah Division of Water Quality requirements will be required prior to the disturbance of any portion of the site.
4. Irrigation system: It shall be the responsibility of the Applicant to furnish MIDA with such evidence as may be required relative to the design and operation of any irrigation system that is proposed as part of the Site Plan area.
5. The design of sewage disposal, water supply, and storm water disposal shall comply with Chapter 8.

H. Impact Study:

1. Impact studies may be required by the MIDA Board based on the size of the Site Plan area. The studies may include, but not be limited to transportation, transit, traffic, geotechnical and soils report, water, sanitary sewer, drainage and economic study. If previous studies exist, the Applicant must provide a certificate indicating compliance with the existing study. The MIDA Board shall require an updated impact study if any use will significantly impact Falcon Hill. Each impact study shall be prepared and certified by a licensed professional competent in the associated field of study.

I. Survey Data Required:

1. The survey for the subject property shall be prepared in accordance with the standard of practice for boundary surveys in the State of Utah.
2. All drawings shall be based upon UTM (12) North.
3. Proposed survey monument locations.
4. Tie site to public survey monuments.

J. Roadway Dedication Plan:

This plan provides an instrument for right-of-way easement conveyance. Relative to this section, items a, b, and c below refer to headings in Chapter 2.02. All references to "Site Plan" are to be replaced with "Roadway Dedication Plan". All references to "registered professional engineer" are to be replaced with "professional land surveyor". The Plan shall include:

1. Identification Data.
2. Descriptive Data. The numbering of Increments does not apply.
3. Survey Data.
4. Legal Description of area to be dedicated. Any and all easements and encumbrances of record.
5. Appropriate signature blocks for utility companies and easement conveyance.

K. Utility Plan Requirements:

1. Existing and proposed horizontal site design layout.
2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Utility Plan")
3. Utility Plan elements shall be drawn to scale .
4. All existing and proposed utilities. These include, but are not limited to, sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines, streetlights, etc. e. Relationship of utilities to each other with dimensions.
5. Provide profiles for proposed storm drain & sewer lines if not in roadway drawings. Show pipe crossings in profile and dimension vertical separation.

L. Grading and Drainage Plan Requirements:

1. Existing and proposed horizontal site design layout.
2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Grading and Drainage Plan")
3. Existing and proposed contour information per national mapping standards.
4. Existing and proposed storm drain facilities.

5. Existing and proposed detention facilities and details.
6. Hydrologic and hydraulic calculations shall be provided for the drainage collection system, detention facilities, and outlet works.
7. Roadway and parking lot percentage of grade with directional arrows of surface flow.
8. Percentage of grade around curb returns at intersections with directional arrows of surface flow.
Provide percentage of grade & spot elevations of all ADA ramps and accessible routes. Retaining walls complete with spot elevations, type of wall, and cross section details. Must be signed by a licensed structural engineer if greater than four feet in height.
9. Areas of 30% or greater slopes.
10. Flood Plain and Wetland Information.
11. Spot elevations at all curb returns, driveways, grade changes and throughout all parking areas.
12. Proposed and existing drainage easements, with dimensions, elevations and typical sections as needed.
13. Design benchmark.

M. Soil and Erosion Control Plan Requirements:

1. Existing and proposed horizontal site design layout.
2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Soil and Erosion Control Plan")
3. Applicable Existing Conditions Data typically shown.
4. Existing and proposed storm drains.
5. Existing and proposed detention facilities and details.
6. Drainage patterns.
7. Indicate best management practices and details for each to be used as outlined in the SWPPP.
8. Limits of disturbance delineation and acreage.

N. Roadway Plan and Profile Plan Requirements:

1. Plan View
2. Existing and proposed horizontal site design layout.
3. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Roadway Plan and Profile Plan")
4. Applicable Existing Conditions Data typically shown.
5. Scale shall be 1"=20' or 1"=40'.
6. All existing and proposed utilities. These include but are not limited to sanitary sewer, culinary water, water meters, service laterals, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communication lines, cable television lines and streetlights.
7. Extend 100 feet each way showing existing improvements.
8. Spot elevations at all curb returns, driveways and grade change points.
9. Percentage of grade around curb returns at intersections with direction arrows.
10. Street Monuments.
11. Centerline Stationing.
12. Existing edge of asphalt spot elevations.
13. Key map for sheet orientation relative to overall project.
14. Design benchmark.
15. Profile View
16. Appropriate vertical scale.
17. Extend profile line 100 feet each way showing existing improvements.
18. Existing ground profile at proposed profile grade line.
19. Proposed profile grade line with grade information, slope, VPI, VPC, CPT, etc. Include elevations at points of interest. All necessary vertical curve information.
20. Elevations at left and right side of sheet.
21. Existing and proposed culinary and or secondary water (if 6 inches or greater), storm drain and sanitary sewer. Include pipe length, material, and size. Include manhole size, rim elevation, and any grate elevations.
22. Indicate pipe crossings and clearance between utilities pipe edge to pipe edge.

O. Signing and Striping Plan Requirements:

1. Existing and proposed horizontal site design layout.
2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Signing and Striping Plan")
3. Stop bars, crosswalks, painted messages or arrows, stop signs, street signs and any additional signs as warranted by the most current edition of MUTCD.
4. Traffic striping or tape for all lanes.
5. Proposed signal loops if required.
6. Proposed signal light if required.

P. 15. Demolition Plan Requirements:

1. Existing and proposed horizontal site design layout.

2. Identification Data. (See 2.02.B.2 and replace "Site Plan" with "Demolition Plan")
3. Structures and other facilities to be removed or abandoned.
4. Show and label key utilities to be stubbed, capped, and/or abandoned
5. Provide a summary table with key areas of asphalt removal, concrete removal, landscape removal, etc.

Q. Lighting and Signage Plan

1. Streetlights and all outside lighting (compliant with the provisions of Section 6.11 of these Standards).
2. Street signs, on-site advertising signs (compliant with the provisions of Section 6.12 of these Standards).

R. Landscape and Irrigation Plan

1. Landscape plan with species, sizes and quantities.
2. Indicate screening of mechanical equipment.
3. Open space/plazas and associated materials.
4. Irrigation head layout, and associated equipment locations.
5. Evidence of compliance of the design and operation of any irrigation system that is proposed as part of the project area.

S. Relationship to Public Facilities Requirements. The Infrastructure Improvement Permit is the permit required for Public Facilities under Section 2.02 and satisfies the Public Facilities application requirement of that Section. An Applicant constructing Public Facilities shall comply with the security, guarantee, inspection, and acceptance requirements of the Public Facilities provisions of Section 2.02. In the event of a conflict between this Section and those provisions, Section 2.02 controls as to security, guarantee, inspection fees, and acceptance.

T. Completeness:

Upon receipt of the MIDA Infrastructure Improvement Permit with all required data as provided herein, the Executive Director shall verify the application as complete and shall affix the date of application acceptance thereon. The Executive Director shall provide notification to the Reviewers.

U. Agency Review:

Review of the MIDA Infrastructure Improvement Permit Application shall be made by MIDA Staff or by a third-party, selected by MIDA and reasonably satisfactory to Applicant, with sufficient expertise and professional qualifications to timely undertake such review. Such Reviewers have fifteen (15) Working Days to review the MIDA Infrastructure Improvement Permit Application and submit the Reviewers' initial report of findings for approval or a request for more information to the Executive Director. Reviewers must include all comments to the MIDA Infrastructure Improvement Permit Application in the initial report, which review shall be limited to a determination that the Infrastructure Improvements with respect to which the permit is sought comply with the construction and design standards set forth in these Standards, applicable building codes, and correction of apparent engineering errors or safety concerns.

1. The Executive Director shall notify Applicant if the MIDA Infrastructure Improvement Permit has been approved or if corrections are required, within one (1) Working Day of receipt of the Reviewer's initial report.
2. If required, Applicant shall complete all corrections and resubmit plans and additional documentation to the Executive Director. The Executive Director shall then distribute the information to the Reviewers within one (1) Working Day of receipt.
3. Reviewers have ten (10) Working Days for each subsequent review of the MIDA Infrastructure Improvement Permit Application and shall upon completion of each such rereview, submit the Reviewers' report of findings to the Executive Director, who shall then submit any comments to Applicant within one (1) Working Day. Only those comments that are related to issues that Applicant responded to as a result of the initial report may be included in subsequent Reviewer reports. Reviewers may not include comments in subsequent reports that should have properly been included in the initial report.

V. Approval

Infrastructure Improvement Permits may be approved administratively by the Executive Director or designee upon certification that:

1. The proposed improvements comply with the Falcon Hill Development Standards and Guidelines;
2. Required engineering review has been completed;
3. Required utility, agency, and Air Force coordination has occurred, when applicable;
4. All applicable fees have been paid.

Upon approval, construction documents shall be stamped and the Infrastructure Improvement Permit may be issued.

W. Commencement of Construction

1. Following official approvals and the required payments have been paid, construction may begin.

X. Inspections

Infrastructure improvements shall be inspected for compliance with approved construction documents, Falcon Hill Development Standards and Guidelines, and applicable construction specifications. The Applicant shall coordinate required inspections with MIDA or its designated representative. Testing reports, inspection documentation, and other required construction records shall be provided to MIDA.

MIDA may require correction of work determined inconsistent with approved plans or applicable standards.

Y. Completion and Acceptance

Upon completion of infrastructure improvements, the Applicant shall provide:

1. Engineer-certified record drawings/as-built plans;
2. Required testing documentation;
3. Final inspection approvals;

Acceptance of infrastructure improvements shall occur only after MIDA and or designee determines the improvements have been completed in accordance with approved plans and applicable requirements. Acceptance of Public Facilities for perpetual maintenance shall occur as provided in the Public Facilities provisions of Section 2.02. Other Infrastructure Improvements shall be deemed complete upon written determination by the Executive Director or designee that they have been constructed in accordance with the approved plans and applicable requirements.

2.05 Site Development Lease Recordation Plan Review Requirements:

Site Development Leases are approved administratively. The MIDA Executive Director and or designee will review, approve, and coordinate recordation with the master developer. The Applicant shall submit a Site Development Lease Recordation Plan and fee, as established by MIDA executive order, to the Executive Director. The following is required and shall be submitted digitally as per MIDA standard. The Applicant shall submit a Site Development Lease Recordation Plan and fee, as established by MIDA, to the Executive Director. The Executive Director or designee will review and approve the Recordation Plan and coordinate recordation of the Site Development Lease with the master developer. The following is required and shall be submitted digitally as directed by MIDA.

1. General Plan Information

- a. SDL identification number/name
- b. Recordation plan title
- c. Date of preparation
- d. Project area or jurisdiction identification
- e. Section, township, range, and meridian reference

2. Survey Information

- a. Prepared by a licensed professional land surveyor
- b. Surveyor's certificate
- c. Survey control references
- d. Basis of bearing
- e. Monument references
- f. North arrow
- g. Graphic scale

3. SDL Boundary Information

- a. Clearly identified SDL boundary
- b. Legal boundary description
- c. Bearings and distances
- d. Point of beginning
- e. Total acreage
- f. Relationship to adjacent boundaries, parcels, and roadways

4. Supporting Plan Elements

- a. Legend identifying applicable line types and symbols
- b. Vicinity map
- c. Adjacent roadway identification
- d. Existing boundary and reference information

5. Purpose / Narrative Statement

- a. Description of the purpose of the recordation plan
- b. Statement identifying the SDL boundary being created or documented

6. Required Approvals

- a. MIDA approval block and authorized signature
- b. SDL holder/developer approval block and authorized signature

7. Acknowledgments and Recordation

- a. Required notary acknowledgments
- b. County Recorder acceptance block
- c. Recording information

2.06 Site Development Lease Amendment Review Requirements:

~~3. SDL amendments may occur. The applicant shall submit the required documentation as listed in 2.05 for the existing and proposed amendment. The MIDA Executive Director and or designee will review, approve, and coordinate recordation with the master developer. Recordation will be coordinated with the master developer. The Applicant shall submit a Site Development Lease Amendment and fee, as established by MIDA executive order, to the Executive Director.~~ The Applicant shall submit an application for a Site Development Lease Amendment and fee, as established by MIDA, to the Executive Director, together with the documentation required by Section 2.05 for both the existing Site Development Lease and the proposed amendment. The Executive Director or designee will review and approve the amended Recordation Plan and coordinate recordation of the amendment with the master developer.

CHAPTER 3 LAND USE REGULATIONS

- 3.01 Purpose**
- 3.02 Site Plan Approval**
- 3.03 Permitted Uses**
- 3.04 Conditional Uses**
- 3.05 Prohibited Uses**
- 3.06 Use Exceptions**
- 3.07 Variations**
- 3.08 Master Development Concept Plan Required**
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- 3.10 Buildings**
- 3.11 Maximum Height of Structures**
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- 3.14 Nuisance Factors and Hazards**
- 3.15 Screening**
- 3.16 Access and Parking**
- 3.17 Pedestrian Walkways**
- 3.18 General Requirements**
- 3.19 Financial Responsibility**
- 3.20 Enforcement**

3.01 Purpose of Chapter

The purpose of Falcon Hill is to attract a diversity of businesses connected to aerospace and defense activities. Falcon Hill allows for aerospace and research industries and necessary services for tenants and employees. Land uses with any significant adverse impacts (such as excessive noise levels, pollutants, hazards or nuisances) shall be strictly prohibited. These Development Standards will be administered to foster high-quality development.

3.02 Site Plan Approval

Site Plan approval is required for all development in Falcon Hill. Prior to consideration by the Development Review Committee, MIDA Staff and designated Reviewers shall review the Site Plan application for compliance with applicable Development Standards, including without limitation architectural design and theme, building materials, lighting, signage, landscaping, parking, vehicular, bicycle and pedestrian access, accessory structures, roadway design, utility design, and infrastructure requirements.

The Development Review Committee shall review the Site Plan for compliance with the Master Development Concept Plan, applicable land use requirements, site layout, circulation, access, and overall consistency with the Falcon Hill Development Standards and Guidelines.

Compliance determinations related to technical, engineering, architectural, landscaping, lighting, signage, roadway, utility, and other design standards may be approved administratively by MIDA Staff or designated Reviewers the Executive Director or designee, upon the recommendation of MIDA Staff and designated Reviewers, unless otherwise required by these Standards.

An Applicant may appeal the administrative denial of any application under these Standards to the MIDA Board by filing a written notice of appeal with the Executive Director within ten (10) Working Days of the date of the written decision. The appeal shall proceed in the same manner as an appeal of a DRC denial of a Site Plan under Section 2.02. Site Plan approval is required for all development in Falcon Hill. The review shall include, without limitation, architectural design and theme, building materials, lighting, signage, landscaping, parking, vehicular, bike and pedestrian access, and accessory structures.

3.03 Permitted Uses

Permitted uses in Falcon Hill include:

- A. General office buildings;
- B. Any research, educational or public service function of HAFB;
- C. Laboratories, offices, and prototype production facilities, or research related assembly of equipment or components, which are related to the onsite research and development activities of the tenant.
- D. Light Manufacturing;
- E. Warehousing and storage incidental to and in support of the above;
- F. Retail uses incidental to and in support of the above, such as hotels, meeting facilities, cafeterias, restaurants and other food services, child care, recreation facilities, stores, and such service facilities as banking and postal services;
- G. Parking, parking structures, and driveways incidental to building use; and
- H. Wall, Monument, Wayfinding, Awnings, and Pylon Signs (refer to section 5.02).

3.04 Conditional Uses

Conditional uses in Falcon Hill include:

- A. Any special uses customarily incidental to the operation of other permitted uses;
- B. Any uses, not otherwise prohibited, which are supportive of the mission of HAFB;
- C. Quarters for a caretaker or for security;
- D. Radio and/or television tower;
- E. Temporary structures;
- F. Wireless telecommunication towers;
- G. Outdoor Storage (to be adequately screened);
- H. Support and maintenance shops for the above;
- I. Freeway Oriented Project Signs.

3.05 Prohibited Uses

Prohibited uses in Falcon Hill include:

- A. Ultra hazardous activities involving the storage, treatment, transportation, disposal, or manufacture of hazardous materials, hazardous substances, or hazardous wastes, except as specifically authorized by HAFB;
- B. Correction or detention facilities;
- C. Arms or munitions testing;
- D. Timber cutting, mining operations, sand or gravel removal;
- E. Residential uses
- F. Big Box Retail uses

3.06 Use Exceptions

The Executive Director may determine if a use not listed here is consistent with and should be listed as a permitted use, a conditional use, or a prohibited use. If the Executive Director determines that a use should be a permitted use or a conditional use, that determination shall be communicated to the DRC and the MIDA Board. The Applicant may continue with the Site Plan Review unless the MIDA Board makes a decision to overrule the Executive Director's determination before the Site Plan is approved. If the Executive Director determines that a use is a prohibited use that decision is immediately appealable to the MIDA Board at its next regularly scheduled board meeting.

3.07 Variations

Any request for variation or exception from the Development Standards shall be submitted in written form as a conditional use and may be approved or considered by MIDA without having to amend or revise the standards herein.

3.08 Master Development Concept Plan Required

Any development in Falcon Hill shall be subject to the MDCP approved by MIDA.

3.09 Setbacks/Yard Requirements

All setbacks/yard requirements will provide sufficient space required for fire protection and shall promote and protect the health, safety and welfare of those in Falcon Hill and the surrounding areas.

3.10 Buildings/Improvements

- A. Any building erected or improvements on the premises must be designed by a licensed architect/engineer as required by State law and conform to all applicable codes.

- B. Any development erected according to the DBBF is subject to the Air Force codes, regulations, and inspections.
- C. All buildings must follow the architectural design guidelines found in Chapter 6.

3.11 Maximum Height of Structures

The maximum height of structures in Falcon Hill is 10 stories. MIDA may allow additional height upon finding that the additional height will not adversely affect the surrounding land uses. MIDA may also reduce the height upon finding that such reduction is necessary to reduce the adverse impact to surrounding land uses or otherwise is necessary to protect public health, safety, or welfare. Any building over 4 stories must have the approval of HAFB.

3.12 Landscaping Requirement

A. Landscaping:

1. The appearance of yard and grounds is critical in achieving the atmosphere desired in Falcon Hill. Careful attention should be given to this element of the site plan. As a minimum, the following shall be required of all users of the land:

- a. Design and coordination of a landscape plan by a licensed landscape architect. Not less than twenty percent (20%) of land area in landscape, decorative hardscape, and planting within all approved Site Plans. The landscaping percentage may be lowered by the MIDA Board if a landscape offset plan is approved.
 - b. Planting as a part of the initial construction contract.
 - c. Adequate irrigation or sprinkling of all planted areas.
 - d. Clean, neat and prompt maintenance of all premises.
 - e. Adequate screening of parking by planting, berming and/or fencing.
 - f. All fencing must be of permanent material, and be well maintained.
 - g. All landscaping must follow the landscaping design guidelines found in Chapter 6.
- B. Air Force Security Review of Landscaping
- 1. If an Air Force security review of a plan indicates that a modification is needed to the landscaping requirements of this chapter for a particular site to maintain security, then the modification shall be allowed.

3.13 Lighting

- A. Uniformity of lighting is desirable to achieve an overall objective of continuity, and to avoid objectionable glare.
- B. The maximum height of luminaries shall be 30 feet unless the MIDA Board requires a lower height as part of its approvals. The light shall be low intensity, shielded from uses on adjoining lots, and directed away from adjacent properties.
- C. All parking luminaries, except those required for security, shall be extinguished one hour after the end of business hours. The exception for security lighting applies to a maximum of 25% of the total luminaries used, unless the MIDA Board approves a higher percentage.
- D. Pedestrian walkways to mass transit facilities shall be lighted.
- E. All lighting shall be full-cut-off lighting to reduce light pollution.
- F. Lighting on signage – see Chapter 5 “Signage”.
- G. All lighting must follow the lighting design guidelines found in Chapter 6.

3.14 Nuisance Factors and Hazards

- A. Activities that emit offensive or objectionable noise, vibration, smoke, odors, dust or gases, air pollution, water pollution or generate heavy truck traffic are not permitted. Precautions shall be taken in all operations against radiation, radioactivity, fire and explosion hazards.
- B. Activities conducted on the premises shall comply with all state and federal laws, regulations and permits.
- C. The noise level emanating from any use or operation shall not exceed the limits in the health department standards adopted by MIDA regarding noise control.
- D. A use shall not be permitted which creates objectionable odor in such quantity as to be readily detectable at the boundaries of the building site.

3.15 Screening

- A. All trash or refuse receptacle areas shall be completely screened from public view or shall be enclosed within a building.
- B. All ground mounted mechanical equipment, including, without limitation, heating and air conditioning units shall be completely screened from public view or shall be enclosed within a building.
- C. The use of roof appurtenances is discouraged. If roof appurtenances (including, but not limited to, air conditioning units and mechanical equipment) are used, they shall be placed within an enclosure (at least as high as the roof appurtenances) that reflects the architectural design scheme of the project or provide a site line study that show the appurtenances are hidden from public view. Such enclosures require the MIDA Board’s approval and shall minimize visibility from on-site parking areas, adjacent public streets, and adjacent property.
- D. All utility equipment shall be compatible with the architectural elements of the site and not be exposed except where necessary for reasonable access or where required by utility company. Pad-mounted transformers and/or meter box locations shall be included in the Site Plan with an appropriate screening treatment. Power lines and other utility cables shall be installed underground where possible.
- E. Loading areas and docks shall be screened by landscaping and/or visual barriers from adjacent properties and public streets.
- F. All screening must follow the design guidelines found in Chapter 6.

3.16 Access and Parking

- A. The number of access points along the streets shall be minimized by sharing and linking parking areas with adjacent properties. Reciprocal ingress and egress, circulation and parking agreements controlled or managed by

Sunset Ridge shall be required to facilitate the ease of vehicular movement between adjoining properties. On corner sites access points shall be located as far from the corner as reasonably possible and in no case less than 60 feet from the point of intersection of the property lines.

- B. Parking shall be located peripherally around the buildings rather than concentrated between the building and the public streets to allow the building to be closer to one another and to mass transit facilities.
- C. Parking spaces for vanpool /carpool vehicles shall be provided and have a priority location near building entrances to encourage this form of mass transit.
- D. All developments in Falcon Hill will be required to provide parking on-site. No on-street parking will count towards the parking calculation, unless allowed with MIDA approval. All developments shall feature landscape islands in parking areas compliant with Chapter 4, "Off-Street Parking Requirements."

3.17 Pedestrian Walkways

Pedestrian walkways, a minimum of five feet wide, shall be provided to accommodate pedestrian movement between activity centers within the site to adjacent uses and from building entrances directly to mass transit facilities.

3.18 General Requirements

All building and on-site signage must comply with Chapter 5, "Signage."

3.19 Financial Responsibility

The Applicant shall post a performance and payment bond, other security, or proof of financial responsibility for all On-site and Off-site Improvements, as required by MIDA.

3.20 Enforcement

These Development Standards may be enforced by MIDA. Violation of any standard herein contained shall give MIDA the right to bring an action against the party or parties violating or attempting to violate any of the Development Standards, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation, including attorney's fees.

CHAPTER 4

OFF STREET PARKING REQUIREMENTS

4.01 Purpose

4.02 Required Parking

4.03 General Provisions

4.04 Submittal and Approval of Parking Areas

4.05 Assessing Parking Requirements

4.06 Dimensions for Parking Stalls

4.07 Handicapped Accessible Parking

4.08 Landscaping in Parking Areas

4.09 Pedestrian Walkways and Accesses

4.10 Shared Parking and Curb Cuts

4.11 Required Parking by Land Use

4.12 Charts and Graphs

4.01 Purpose

The purpose of this chapter is to reduce congestion and traffic hazards on public rights of way by requiring adequate, functional, and effective use of off-street parking areas. This chapter also establishes minimum landscaping requirements in order to reduce adverse impacts of headlight glare and lighting within the parking area; improve circulation within parking areas by channeling vehicles and pedestrians; provide climatic relief from broad expanses of pavement; and improve the appearance of the site and surrounding areas.

4.02 Required Parking

Off-street parking shall be provided according to standards noted in this chapter for all newly constructed buildings and additional parking shall be provided for any structure or use that is expanded.

4.03 General Provisions

- A. Materials for Parking Areas. Parking areas shall consist of concrete, asphalt, or other permanent materials approved in the MIDA's adopted construction standards.
- B. Maintenance of Parking Areas. Pavement, striping, landscaping, and lighting are required to be maintained in all parking areas. During times of snowfall, parking areas shall be cleared of snow as soon as is practically possible and otherwise in accordance with this code.
- C. Parking Area Access. Parking areas for one or more structures may have a common access. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road. All structures are required to provide parking areas wherewith automobiles will not back across a sidewalk to gain access onto a street.
- D. Lighting in Parking Areas. Parking areas shall have adequate lighting to insure the safe circulation of automobiles and pedestrians. Such lighting shall be shielded in such a way as to not be a nuisance to, or otherwise adversely affect, adjacent properties or uses.
- E. Location of Parking Areas. Required off-street parking areas shall be placed within 600 feet of the main entrance to the building. This requirement may be waived by MIDA.
- F. Storm Water Runoff. All parking areas shall be reviewed and approved by the MIDA engineer for adequate drainage of storm water runoff.

4.04 Submittal and Approval of Parking Areas

Plans depicting the parking areas for newly constructed buildings and expanded structures or uses shall be submitted in conjunction with a Site Plan for all development. All parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions, the correct number of handicapped accessible parking spaces, storm water drainage capabilities, lighting, landscaping, areas to be irrigated, and pedestrian walkways.

4.05 Assessing Parking Requirements

The following criteria shall be used in conjunction with the standards of the Institute of Transportation Engineers (ITE) Summary of Parking Generation Rates referred to in section 4.12 when determining required parking for any project:

- A. When a parking requirement is based upon square footage, the assessed parking shall be based upon net square footage of the building or use.
- B. When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shifts changes may cause substantial over-crowding of parking facilities, additional stalls may be required.
- C. When a development contains multiple uses, more than one parking requirement may be applied.
- D. Where no comparative land use standard for parking is found in the publication referenced in Section 4.12, MIDA shall determine an appropriate requirement.
- E. Any information provided by the Applicant relative to trip generation, hours of operation, shared parking, peak demands, parking management plans, employee incentives, designated carpooling spaces, or other information relative to parking shall be considered when evaluating parking needs.
- F. Parking requirements may deviate from the standards contained in section 4.12 when MIDA determines that the deviation meets the intent of this chapter.

4.06 Dimensions for Parking Stalls

The dimensions of parking stalls and aisles contained within the parking areas shall be dependent upon the orientation of stalls. The table titled "Dimensions for Parking Stalls and Aisles" under section 4.12 details these standards and any deviation to these standards must be recommended by the MIDA engineer and approved by the MIDA Board. Considerations will be given to areas specifically designed for hybrid or other energy efficient vehicle spaces.

4.07 Handicapped Accessible Parking

- A. Handicapped parking stalls shall be provided in off-street parking areas and shall count towards fulfilling the minimum requirements for automobile parking.
- B. Handicapped parking stalls shall be located as near as practical to a primary building entrance with access ramps negotiable for equipment used in assisting handicapped persons. A permanently affixed reflective sign and/or surface identification painting depicting the standard symbol for handicapped parking shall identify each parking stall.
- C. The number of handicapped parking stalls shall conform to the minimum requirements of the Americans with Disabilities Act (ADA) and the table detailed in section 4.12.
- D. The dimensions of handicapped parking stalls shall adhere to current ADA parking standards.

4.08 Landscaping in Parking Areas

The following requirements shall apply to all landscaping of off-street parking areas:

- A. **Parking Areas Adjacent to Streets.** All parking areas which are adjacent to streets shall create a landscaped strip of not less than ten feet in width placed between the sidewalk and the parking area.
- B. **Curbs.** All landscaped areas abutting any paved surface shall be curbed. Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb six inches higher than the parking surface.
- C. **Clear Sight.** At intersections of streets, driveways, and sidewalks all landscaping shall be limited to a height of not more than three feet. The grade at such intersections shall not be bermed, or raised for a distance of 30 feet at intersections and 15 feet back from driveways to allow for sight distance.
- D. **Required Parking Islands.**
 - 1. **Islands on Doubled Rows of Parking.** On doubled rows of parking stalls, there shall be one landscaped island measuring 36 feet by 9 feet on each end of the parking rows, plus one landscaped island measuring 36 feet by 9 feet placed at minimum of every 40 parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter. Continuous landscaped medians are allowed.
 - 2. **Islands on Single Rows of Parking.** On single rows of parking or where parking abuts a sidewalk, there shall be one landscaped island measuring 18 feet by 9 feet a minimum of every 20 stalls. Islands on a single parking row shall have a minimum of one tree planter.
 - 3. **Landscaped islands at the ends of parking rows** shall be placed and shaped in such a manner as to help direct traffic through the parking area. There shall be a break in parking rows at a minimum of 80 parking stalls for each double row of parking for the purpose of facilitating traffic circulation on the site.
- E. **Parking Field Area Landscaping Ratios Including Shoulder Areas.**

Less than 12,000 sq. ft.	0%
12,000 to 29,999 sq. ft.	5%

30,000 sq. ft. and larger	7.5%
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1. One tree adjacent to the on-grade hardscape parking area shall be planted for every fifteen (15) parking stalls. Deciduous trees shall have a minimum caliper of one and a half (1 ½) inches. A minimum of 40% of the trees shall be conifer trees having a minimum height of six feet. The distribution of the trees shall maximize shading during summer months. All landscaped areas shall be separated from the parking surface by at least a six inch high curb.
2. Landscaping for parking structures shall meet the following minimum requirements:
 - a. The parking structures must be screened with live plant material reasonably acceptable to the Executive Director that is intended to visually break up the façade the sides of the structures from public view.
 - b. The landscaping requirement surrounding parking structures shall be 20% of the parking area footprint. However, the MIDA Board may require additional landscaping after taking into consideration the number and size of the parking structures. The landscaping requirement may be lowered by the MIDA Board, if a landscape offset plan is approved.
- F. Landscaped Boundary Strips. All landscaped boundary strips shall be a minimum of five feet in width. A landscaped screen, berming, or fence may be required by MIDA around the perimeter of the parking area to mitigate intrusion of lighting from headlights and other lighting on surrounding property.
- G. Completion of Landscaping. All landscaping improvements shall be completed in accordance with the approved Site Plan, landscape-planting plan, and irrigation plan and shall occur prior to the issuance of a certificate of occupancy for the building. Exceptions may be permitted, and certificates of occupancy issued where weather conditions prohibit the completion of required landscaping improvements. In such cases, an extension period of up to six months is permitted upon posting of a bond for not less than 110% of the value of the landscaping, which shall be held until the requirements of this chapter are met.
- H. Maintenance. As an ongoing condition of approval, the applicant has an obligation to maintain the landscaping at a level that is acceptable to MIDA.
- I. Snow Stacking Capacity. Every parking lot design shall plan for a snow stacking area to accommodate the stacking volume of a one foot snow base over the entire parking lot.

4.09 Pedestrian Walkways & Accesses

Provide pedestrian walkways between building entrances or other concentrated pedestrian nodes where any area where pedestrian traffic will be obvious, and extend to the entrance of the building. Landscaped islands along the walkway shall be provided in continuous strips or placed at a minimum interval of every 30 feet. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Where the Applicant desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway access.

4.10 Shared Parking and Curb Cuts

Required parking may be shared with the other required parking areas upon approval by the MIDA Board. The Applicant must show:

- A. An agreement granting shared parking or mutual access to the entire parking lot. No agreement is necessary where multiple buildings on site are controlled or managed by Sunset Ridge.
- B. A professional traffic engineer shall provide peak demand data showing that shared parking is feasible. In most cases, shared parking areas shall also share ingress and egress. This requirement may be waived when the MIDA engineer believes that shared accesses are not feasible. In reviewing the Site Plan, the MIDA engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways or other facilities that will result in a safer and more efficient parking and circulation pattern.

4.11 Required Parking by Land Use

MIDA adopts the ITE manual of parking generation rates. The MIDA requirement shall be the average rate of parking for the most intense parking period listed in the most current edition of such publication for each development. Upon approval of the MIDA Board, the parking may be reduced if the Applicant provides a transit study that provides information showing that the reduction is warranted.

4.12 Charts and Graphs

Dimension for Parking Stalls and Aisle**				
Parking Angle	Stall Width	Stall Length	Aisle Width	Aisle Width*
Parallel	9'	20'	24'	12'
45	9'	21'	24'	14'
60	9'	22'	24'	18'
90	9'	18'	24'	24'

* One-way traffic only

** Stall dimensions may vary for delegated energy efficient vehicle parking areas (ITE standards apply).

ADA Parking Requirements	
Total Parking Stalls in Lot	Minimum Handicapped Accessible Stalls
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-999	2% of Total Stalls
Over 1000	20 Stalls plus 1 stall for every 100 stalls thereof over 1000

*Use to most recent ADA Standards.

CHAPTER 5 SIGNAGE

- 5.01 Purpose and Intent**
- 5.02 Definitions**
- 5.03 Permitted Signs**
- 5.04 Conformity of Signs**
- 5.05 Construction Standards**
- 5.06 Maintenance**
- 5.07 Signs not to constitute a Traffic Hazard**
- 5.08 Repair of Building Facade**
- 5.09 Signs in Conjunction with Conditional Uses.**
- 5.10 Lights and Lighted Signs**
- 5.11 Prohibited Signs**
- 5.12 Maintenance of a Clear View at an Intersection**
- 5.13 Signs on Utility Poles, Street Trees and Street Name Poles**
- 5.14 Monument Signs**
- 5.15 Freeway Oriented Project Signs**
- 5.16 Wall Signs**
- 5.17 Way Finding Signs**
- 5.18 Awnings**
- 5.19 Pylon Signs**
- 5.20 Freeway Oriented Off-Premise Signs**
- 5.21 Sign Approval**

5.01 Purpose and Intent

MIDA has developed the regulations set forth in this chapter for the purpose of:

- A. Limiting and/or reducing the visual clutter along streets;
- B. Encouraging good design
- C. Supporting safe driving with appropriate signage;
- D. Regulating all types of signs that are visible from the adjacent vehicular public right-of-way as well as I-15;
- E. Safeguarding and protecting property values;
- F. Promoting public health, safety and the general welfare of the users of Falcon Hill.

5.02 Definitions

- A. **Monument Sign** - A sign supported by a solid base with zero ground clearance, not attached to a wall or building. This sign will be a ground sign which is mounted in or on a monument and does not have any exposed pole or pylon and is attached to a base for at least sixty percent (60%) of the entire width of the sign.
- B. **Freeway Oriented Project Sign** - A sign erected on site that is intended to be visible from the freeway and provides the project name and entities in the project.
- C. **Wall Sign** - Any sign or projecting sign attached to or erected against the wall of a building or structure or suspended from a canopy, with the exposed face of the sign in a plane parallel to or perpendicular to the plane of the wall.
- D. **Wayfinding Sign** - A sign erected to provide direction within the project.
- E. **Awnings** - A roof-like structure made of cloth, metal or other material affixed to a building for shelter or ornamental purposes in such a manner that the structure may or may not be raised or retracted to a position against the building and does not have ground support.
- F. **Pylon Signs** - A free standing sign that denotes a specific area. This sign will be a ground sign which is mounted in or on a monument and does not have any exposed pole and is attached to a base for at least sixty percent (60%) of the entire width of the sign.
- G. **Freeway Oriented Off-Premise Sign** - A sign erected on site that is intended to be visible from the freeway and that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location on or off the premises on which the sign is located.

5.03 Allowed Signs

Signs shall be compatible with the approved architectural theme of Falcon Hill. Signs shall be subject to all general regulations set forth in the Development Standards and to the following additional requirements:

- A. Only the following signs are allowed in Falcon Hill:
 - 1. Monument;
 - 2. Freeway Oriented Project Signs;
 - 3. Wall Signs;
 - 4. Wayfinding Signs;
 - 5. Awnings;
 - 6. Pylons Signs;
- B. Seasonal or coordinated event pennants and banners may be approved by the MIDA Board.

5.04 Conformity of Signs

Except as provided in the Development Standards, no sign shall be erected, raised, moved, placed, reconstructed, extended, enlarged or altered, except in conformity with the regulations herein.

5.05 Construction Standards

All signs, hereinafter erected in Falcon Hill, shall comply with the current standards of the National Electrical Code, the International Building Code, and all provisions of the Development Standards.

5.06 Maintenance

Every sign shall be kept in good repair and properly maintained by the owner. This includes the replacement of defective parts, repainting, cleaning, keeping the area around the sign free of weeds and trash and other acts required for proper maintenance. MIDA's representative shall inspect and enforce this Section as specified in the Development Standards.

5.07 Signs not to constitute a Traffic Hazard

No sign or other advertising structure shall be erected where it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device, or which makes use of the words "STOP," "YIELD," "DANGER" or any other words, phrases, symbol or character in such manner as to interfere with, mislead or confuse traffic.

5.08 Repair of Building Facade

A damaged building facade, resulting from the removal, repair, replacement or installation of any signs, shall be repaired by the property owner within 30 calendar days from the date of said damage.

5.09 Signs in conjunction with Conditional Uses

Whenever an application is made for a Site Plan review, the Applicant shall include details of any sign(s) to be erected on the premises described in the Site Plan review application. In reviewing the application, the MIDA Board shall consider the character of the surrounding parcels and the sign's compatibility with the architecture, materials, and colors of the associated building. The MIDA Board shall either approve, apply conditions to, or deny the application in accordance with their findings.

5.10 Lights and Lighted Signs

- A. Lighting elements shall be hidden or utilize full-cut-off shields to eliminate shining or reflecting up into the night sky and to minimize glare and light trespass beyond area where lighting is needed or onto adjacent properties.
- B. Up-lighting shall be used sparingly for accenting architecture, landscaping, and signing. Where up-lighting is used, a narrow angle focused fixture with low wattage lamp shall be used.
- C. Lighting shall be arranged or directed so as to reflect the light away from adjacent properties and to prevent glare for street traffic. The intensity of light at adjoining property shall not exceed 0.1 footcandles.

5.11 Prohibited Signs

The following signs are expressly prohibited:

- A. Any mobile sign located on the property or within a building or vehicle, such as an "A" frame, trailer sign or pedestal-type sign is prohibited;
- B. Cabinet signs;
- C. Pole signs;
- D. Animated, roof, and graffiti;

- E. Spotlights, streamers, pennants, banners and other decorative device for commercial advertising purposes;
- F. Balloons, including cold air, helium, and other balloons.
- G. Freeway Oriented Off-Premise Signs, unless an exception is made by the MIDA Board as provided in Section 5.20.

5.12 Maintenance of a Clear View at an Intersection

- A. A clear view area at the intersection of two streets shall be maintained within a triangular area formed by a diagonal line connecting lines at the top back of the curbs 40 feet from the projected intersection of such curb lines. To maintain this clear view no visual obstructions between two and seven feet in height from the street elevation, as measured from the elevation of the adjoining sidewalk, shall be allowed.
- B. A clear-view area shall also be maintained at the intersection of a street and a private drive within a triangular area formed by a diagonal line connecting the line of the curb of the street and the line of the edge of the private drive at points 20 feet from the projected intersection of such lines. In order to maintain this clear view, the standards outlined in subsection A above shall apply.

5.13 Signs on Utility Poles, Street Trees and Street Name Poles

To insure safe access for maintenance or emergency services by the various companies using utility poles and to promote consistency along the streetscape, signs shall not be located on utility poles, street trees, traffic regulatory sign poles and street name poles.

5.14 Monument Signs

Monument "on-premise" signs shall be allowed in Falcon Hill as a permitted use, provided that:

- A. A minimum setback from the public right-of-way of five feet is required;
- B. Monument signs shall not exceed twenty-five feet in height and have a maximum of two display sides;
- C. Such signs shall be incorporated into a landscape design scheme or planter box equal to at least twice the area of the sign, unless little flexibility exists on the site and a waiver is granted by the Executive Director or designee. The landscaping shall have a slope no greater than one to four and the overall height of berm or planter box shall not exceed three feet;
- D. Such signs shall generally maintain a 100 foot separation from all other signs and 80 feet from the rear property lines that are not adjacent to a public right-of-way. In situations with minimal frontages where very little flexibility in sign placement exists, less stringent standards may apply as determined by the Executive Director or designee;
- E. Such signs shall be limited to 200 square feet of display area per side;
- F. Such signs shall be limited to one monument sign per building or 200 feet of frontage. Properties that have more than one frontage may have at least one (1) sign per frontage if there is a cumulative total of 200 feet of frontage or at least 100 feet of frontage per street frontage, whichever is greater;
- G. Such signs shall require a non-advertising base with a minimum height of one (1) foot. Base material to match or otherwise be compatible with material used on the primary building.

5.15 Freeway Oriented Project Signs

Freeway oriented project "on-premise" signs are a conditional use and shall conform to the following:

- A. Any freeway-oriented project sign within 660 feet of freeway right of way may extend 25 feet above the grade of the adjacent freeway or 65 above the ground, whichever is higher. Freeway oriented project signs shall be set back 10 feet from the property line.
- B. Only one sign per freeway interchange will be allowed.
- C. Conform to the sign standards in the design guidelines in Chapter 6.

5.16 Wall Signs

Wall "on-premise" signs shall be allowed in Falcon Hill as a permitted use, provided that:

- A. Wall signs against buildings or other structures shall maintain a 2 feet clearance of roof lines, wall edges or parapet wall of a building. When a building has more than one level, the wall on which the sign is installed will govern.
- B. Such signs shall not exceed 10 percent of building face.
- C. Multiple signs permitted as long as the aggregate area does not exceed 10% of building face.

5.17 Wayfinding Signs

Wayfinding signs shall conform to the design guidelines established in Chapter 6.

5.18 Awnings

- A. Number: There shall not be more than one awning or canopy sign for each principal building except that where

the building abuts two (2) or more streets, additional such signs, one oriented to each abutting street, shall be permitted.

B. Area:

1. Awning or Canopy: The gross surface area of an awning or canopy sign shall not exceed fifty percent (50%) of the gross surface area of the smallest face of the awning or canopy to which such sign is to be affixed.
2. Blade Type Awning: The width for a blade type awning shall be 80% of the width of the face of the blade type awning structure.
3. Building Face: The area of the sign shall not exceed 10% of the building face.

C. Height: An awning or canopy sign shall not project higher than the top of the awning or canopy to which such sign is to be affixed. Projections above or below the canopy may be permitted for blade type awnings.

5.19 Pylon Signs

Pylon "on-premise" signs shall be allowed in Falcon Hill as a permitted use, provided that:

- A. A minimum setback from the public right-of-way of five feet is required;
- B. Pylon signs shall not exceed 25 feet in height;
- C. Such signs shall be incorporated into a landscape design scheme or planter box equal to at least twice the area of the sign, unless little flexibility exists on the site and a waiver is granted by the Executive Director or designee. The landscaping shall have a slope no greater than one to four and the overall height of berm or planter box shall not exceed three feet;
- D. Such signs shall be limited to 200 square feet in area;
- E. Such signs shall be limited to one pylon sign per area entrance/exit;
- F. Such signs shall require a non-advertising base with a minimum height of 5 feet. Base material to match or otherwise be compatible with material used on the primary building.

5.20 Freeway Oriented Off-Premise Signs

- A. Freeway Oriented Off-Premise Signs are prohibited, however the MIDA Board, at its sole discretion, may make an exception and approve on a case by case basis, a Freeway Oriented Off-Premise Sign of a temporary nature after finding that:
 1. It is a temporary use that does not block the view to the project buildings;
 2. The off-premise sign does not detract from the purpose and vision of the project and will provide a substantial benefit to the project; and,
 3. After reviewing all contracts related to the sign, the contractual provisions are in harmony with the project and the temporary nature of the sign;

5.21 Sign Approval

All allowed signs under Section under 5.03(A) shall be submitted in a signage package to be reviewed by staff and the DRC. The DRC has the authority to approve, approve with conditions, or deny the submittal if it does not meeting the requirements of Chapter 5. The signage package approval process can run simultaneously with or separately from the site plan, but a Site Plan approval will not be stopped if the signage plans have not been approved.

CHAPTER 6

DESIGN GOALS, GUIDELINES AND STANDARDS

- 6.01 Purpose**
- 6.02 Land Use Intent**
- 6.03 Street Hierarchy**
- 6.04 Road Designations**
- 6.05 Mass Transit and Alternative Transportation**
- 6.06 Site Development**
- 6.07 Utilities**
- 6.08 Sustainability**
- 6.09 Architectural Design**
- 6.10 Landscape Design**
- 6.11 Lighting and Night Sky Protection**
- 6.12 Signage**
- 6.13 Trails**

6.01 Purpose

A. The purpose of this chapter is to expand upon the Standards identified in the other chapters and provide additional mandatory standards and non-mandatory guidelines as a means of creating harmony and unity throughout the entire Falcon Hill project. This chapter will assist in creating consistency between various individual site developments within Falcon Hill. Goals and objectives related to each element of this chapter are identified within the standards, guidelines, and implementation options. While guidelines are not mandatory, unlike the Standards, the intent of the guidelines shall be adhered to so that the overall quality of the entire Falcon Hill project will be maintained.

A-B. While every formal application must achieve the Standards as written in this document, design goals and guidelines (that maintain the overall intent of the Falcon Hill vision) may be approved administratively by the MIDA Executive Director or designee.

C. In this chapter, guidelines are identified with words such as “should” or “may.” Standards are identified by mandatory language such as “shall” or “must.”

B-D.

6.02 Land Use Intent

A. Objective

1. The purpose and intent of Falcon Hill is to provide for a diversity of businesses connected to aerospace and defense activities. High quality office buildings and research facilities are the first priority of this development and are likewise given the most visible and appropriate locations within Falcon Hill.
2. Providing necessary commercial, retail, or service-oriented uses incidental to and in support of the Falcon Hill development is also important to the overall success of the development. These uses should be located at or near major intersections and in close proximity to I-15 interchanges.
3. Open space, parks, urban plazas, and trails that connect these elements are also vital to the success of Falcon Hill. Ensuring the long-term vision and placement of these facilities and the overall pedestrian walkability is of the upmost importance.
4. See Illustration 6P-01.

6.03 Street Hierarchy

- A. Provide access to Falcon Hill and Hill Air Force Base with minimal impact to vehicular traffic on the freeway interchanges and adjacent access roadways.
1. Reconstruct gate entrances to be more functional with the ability to process entry to the base more rapidly without compromising Base security standards.
 2. To accommodate greater traffic flow, entrance roads should be sufficiently designed.
 3. Adequate stacking should be provided for trucks and other vehicles waiting to pass through the HAFB security gates.
- B. Establish a road and traffic circulation system that provides access to all portions of the site and accommodates traffic generated from the various on site uses
1. Roadways should be of sufficient widths and lane capacities to move traffic through the site without unreasonable delays.
 2. Accommodations for mass transit and alternative modes of transportation should be a primary consideration when designing roadways.
 3. Stacking lanes and distances should be sufficient to maintain proper circulation.

- C. Encourage and facilitate alternative transportation and circulation within the development to reduce and mitigate vehicular traffic impacts.
 - 1. Provide bicycle lanes or pathways.
 - 2. Provide sidewalks along streets, between and connecting individual buildings, parking areas, and other activity area nodes.
 - 3. Encourage the implementation of parking management plans that promote carpooling, staggered work hours, and other parking management strategies.

6.04 Road Designations

- A. The circulation plan at Falcon Hill consists of an engineered and thematic hierarchy of vehicular and pedestrian routes that provide access to individual buildings while also promoting a pedestrian oriented urban core (see Illustration 6P-02 – Street Plan).
- B. Areas where building positioning is concentrated may take on an urban context wherein sidewalks are widened, parks strips eliminated and replaced with decorative paving and intermittent trees in tree wells. Turnouts for parallel street parking, curbside loading, or bus stops are provided.
- C. A consistent light fixture-type and spacing should be utilized along all streets and public open spaces. (See illustration 6D-05 & 6D-06)
- D. A consistent tree-type should be used along each category of public street. Decorative/ornamental trees may be used along street frontages in areas of emphasis or of importance.

6.05 Mass Transit and Alternative Transportation

- A. Promote use of mass transit and alternate transportation modes. Provisions should be made to accommodate public transportation vehicles, bicycles, and pedestrian circulation and encourage the use thereof (refer to Illustration 6P-03 - Public Transportation Plan).
 - 1. Bus Stops: Provide bus stops to facilitate the smooth flow of public transit within the project area. Bus stops will be provided near main intersections and other major nodes. Turn-outs from the main travel lanes will be provided on arterial and collector roads as necessary (refer to Typical Bus Turn-Out Detail 6D-04).
 - 2. Mass Transit: A mass transit system may extend from the north to the West Gate area. Locations of potential transit stops are shown on the Public Transportation Plan.
 - 3. Bicycles: Additional road width should be provided to accommodate bicycles on all road types. Bike racks and areas for bicycle parking and storage should be provided on each site.
 - 4. Pedestrian Circulation: Building sites are grouped together in pods to allow common use of open spaces and pocket parks and to promote a campus style pedestrian system. Each building grouping is linked with urban pedestrian corridors enhanced with decorative hardscape, trees with tree grates, street lighting, wayfinding signage/directories and pedestrian oriented retail storefronts that promote pedestrian movement between buildings within building pods, pedestrian ways between groupings of buildings, and throughout the development.

6.06 Site Development

- A. Building Orientation and Placement
 - 1. Buildings along roadways should be oriented to the streets and utilize similar strategies for buffers between the street, building, and parking.
 - a. Provide landscaped park strips and consistent landscape setbacks behind sidewalks and between the streets and buildings.
 - b. Building entries and facades should be clearly delineated and viewable from streets and parking or highly visible from inside designated courtyard areas.
 - c. Provide open space and views between buildings to facilitate wayfinding.
 - d. Minimize parking directly in front of buildings.
 - e. Relate building orientation to other structures on site or to adjacent sites.
 - f. Consider orientation in relation to solar exposures.
 - g. Multiple buildings should be grouped around common courtyards with interconnecting links to create business campus pods having similar architectural characteristics.

2. Consider natural topography when locating buildings and parking on a site.
 - a. Balance earth cuts and fills to the greatest extent possible
 - b. Utilize retaining wall designs where required having a decorative finish consistent with the buildings or other materials used on site.
- B. Entry Location and Treatment:
 1. Main entrances should be oriented toward the access road, street or common plaza of the building cluster.
- C. Connecting Walkways and Pedestrian Corridors: Provide a network of connecting walkways between parking areas, building entries, public sidewalks, business campuses, Urban Context, and public/private plazas and parks.
 1. Walkways should be clearly delineated from parking areas and oriented towards main entries to facilitate wayfinding.
 2. Landscaping and hardscape treatments used to identify walkways should be of similar materials throughout the development to create a sense of harmony and consistency with a campus style theme.
 3. Visual linkage between building entrances, parking areas and streets should be emphasized.
 4. Major walkways should be shaded and have decorative lighting.
- D. Shared and Private Outdoor Space:
 1. Provide an inviting environment by dedicating areas of open space between clusters of buildings of adjacent sites to maintain views and openness. Promote pedestrian nodes that front the street and public parks within business campuses and the Urban Context.
 - a. Maintain open space between buildings on adjacent sites.
 - b. Connections between interior and exterior spaces should be provided through the use of glass, openings, and plazas that connect interior and exterior spaces.
 - c. Encourage the use of planters and terraced pedestrian spaces.
 - d. Provide common amenities of a consistent design for outdoor seating, dining, or relaxation.
 - e. Combine outdoor spaces together into a single unit to make the combined area larger.
 - f. Provide larger sized plants and tree species in areas that are most visible to the public.
 - g. Utilize annual plantings, public art, sculpture, fountains, raised planters, etc.
 - h. Minimize or avoid the use of solid screen walls that are not integrated with berms, landscape screening or architecture.
- E. Parking Strategies and Design
 1. Create parking lots that are pleasant and convenient for users, and as unobtrusive as possible from the street.
 - a. Generally locate the majority of parking behind or to the sides of buildings and not between the street and buildings.
 - b. Provide shade and/or use light colored high albedo materials (reflectance of at least 0.3).
 - c. All landscaping in parking lots should utilize materials from the approved plant list in appropriate density to achieve designed cover within three years.
 - d. Utilize multiple tree types including ornamental, deciduous and non-deciduous varieties.
 - e. Parking lots should be screened from streets and/or prominent view corridors with a landscaped buffer.
 - f. Utilize plant materials that can withstand snow storage in winter months.
 2. Minimize the environmental effects of storm runoff and "heat islands" from large expanses of pavement.
 - a. Provide shade trees in parking areas.
 - b. Minimize light trespass.
 3. Provide sufficient (but not excessive) parking for buildings based on function allowing for future flexibility.
 - a. Consider standard requirements generally published by Urban Land Institute(ULI), ITE, or other professional standards in conjunction with any special requirements or uses within the building.
 - b. Evaluate actual and projected building occupancies for shared parking opportunities.
 - c. Minimize number of "reserved" parking spaces.
 4. Accommodate the full range of expected vehicles while minimizing the overall size of parking areas.
 - a. Provide oversized spaces for large trucks or vehicles owned and/or maintained by building users.
 - b. Provide space for bicycle and motorcycle parking.
 5. Provide proper access to parking, maintain good traffic flow, and minimize the number of curb cuts onto roadways.
 - a. Wherever possible curb cuts and driveways should be shared or common between multiple buildings.
 - b. Driveways should generally be perpendicular to the streets.
 - c. The distance between curb cuts and from corners to curb cuts shall be sufficient to maintain safe minimum clear visual views as determined by speed limit of adjacent street.
 - d. Landscaping within the site distance view-shed of parking entries shall be lower than 3-ft and/or higher than 7-ft above finished grade.
 - e. Design accesses to major parking areas similar to street intersections to maximize traffic flow.
 6. Utilize structured parking to increase building density in urban core areas and for high-rise buildings. Minimize any negative visual and physical impacts.

- a. Do not use parking structures as a part of the frontage of a building unless the façade is architecturally integrated.
- b. Locate parking structures behind buildings where possible.
- c. Structured parking may be below and/or above grade.
- d. Parking structures should be compatible in massing, scale and materials with the buildings they support or surround.
- e. Incorporate landscape material, such as vines and/or planters to soften the edges of parking structures unless prohibited by Anti-Terrorist Force Protection (ATFP).
- f. Take advantage of slopes on site, where possible, to minimize the appearance of a parking structure by setting it into an embankment of a sloped site.
- 7. Combine parking areas for multiple buildings and minimize parking requirements by evaluating peak parking demands of various uses.
 - a. Use Urban Land Institute's Shared Parking Standards, or equivalent, to calculate the total number of shared parking spaces.
 - b. Eliminate barriers between parking lots except where security requirements dictate otherwise.
- 8. Create incentives that promote sustainable transportation options especially for commuting employees.
 - a. Provide bicycle/motorcycle parking for a minimum of 3% of all regular building occupants.
 - b. Provide customer/visitor parking in highly visible locations.
 - c. Locate and designate parking for energy efficient cars, carpool or vanpool vehicles close to buildings entrances.
 - d. Provide VIP parking for special guests, clients and military officers.
 - e. Implement parking management plans.
- F. Service and Loading Areas:
 - 1. Reduce the visual and functional impact of service areas on public spaces.
 - a. Locate service and loading areas away from public access ways.
 - b. Provide buffer for service, recycling and delivery areas from the primary public access points by using berms, landscape material (mature within two years), walls, etc. Avoid using blank walls and/or solid fences.
 - c. Clearly mark pedestrian routes within the service area.
 - d. Provide adequate loading and maneuvering space for trucks and other service vehicles.
 - e. Use shared service areas with adjacent buildings if possible.
 - f. Provide enclosures compatible in style and materials with the primary building(s) to house dumpsters, recycling bins, etc.
 - g. To screen service areas use materials and details that are complementary to the primary and secondary materials chosen for the building.
 - h. Provide turn-out zones or signed loading areas for delivery trucks, or other temporary drop-off/pick-up.

6.07 Utilities

- A. Reduce the visual impact of utility equipment while accommodating its placement and function.
 - 1. Avoid to the extent possible locating utility boxes and other above-grade equipment in prominent locations within the project (i.e., at a public entrance to a building, in a plaza space, etc.).
 - 2. Cluster and screen utility boxes, transformers, etc., where possible.
 - 3. Locate equipment away from public thoroughfares and discreetly place away from public entrances to buildings.
- B. Design and install utility network infrastructure sufficiently sized to accommodate anticipated needs of the project.
 - 1. Comply with MIDA and/or HAFB requirements as applicable for each utility system.
 - 2. Coordinate with power, gas, internet, telephone, and other utility companies to ensure adequacy and availability of these services.
 - 3. Provide infrastructure components and easements as required.

6.08 Sustainability

- A. Create environmentally sustainable projects, utilize energy efficient building designs, preserve natural resources, provide indoor environmental quality, and innovation in the design/construction process.
 - 1. Meet the minimum level of Leadership in Energy and Environmental Design (LEED) that may be certifiable.
 - 2. Use the LEED Score Sheet on Illustration 6P-04 to show what sustainable criteria will be incorporated in each project.
 - 3. Achieve a minimum of 26 points in sustainable criteria spanning the range of sustainable site, water efficiency, energy and atmosphere, materials and resources, indoor environmental quality, and innovation and design process.
- B. Use environmentally friendly renewable and regional material to the extent practical that may be used toward LEED points accumulation.
 - 1. Incorporate salvaged, refurbished, reused, post-consumer recycled and post-industrial content materials products or furnishings.

2. Recycled content materials shall be defined in accordance with the Federal Trade Commission document. Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7 (e) is available at www.Ftc.gov/bcp/grrrule/guides980427.htm.
 3. Incorporate rapidly renewable building materials and products (made from plants that are typically harvested within a ten-year cycle or shorter).
 4. Incorporate building materials and products that are manufactured or assembled regionally within a radius of 350 miles.
- C. Use recycling and other responsible waste management practices for construction and long-term project management.
1. Provide easily accessible areas serving each project area dedicated to the separation, collection and storage of materials for recycling including paper, corrugated cardboard, glass, plastics and metals.
 2. Develop and implement a waste management plan, quantifying material diversion goals.
 3. Provide separate recycling bins in trash enclosures areas out of view from major pedestrian corridors.

6.09 Architectural Design

- A. Building Design Intent: The size and footprint of the individual buildings may vary depending on use of the building and shape of the lot. However, the materials, textures, and colors of each building façade should be of the high quality and reflect the professionalism of Falcon Hill. Only high quality materials should be permitted.. Color, texture and architectural elements should be used to emphasize entrances and break the monotony of large vertical surfaces. Screening or retaining walls should complement the colors and materials used on the building..
- B. Building Orientation: Emphasize sight lines and open spaces that influence pedestrian wayfinding from one building to another and from parking to points of entry.
1. Maximize solar advantage where possible.
 2. Relate building orientation to other structures on site or to adjacent sites.
 3. Building orientation and the location of entrances should be such to encourage visual wayfinding and minimize the need for exterior directional signage.
 4. Main entrances shall be a dominant feature of the building and highly recognizable from the public roadways.
 5. Secondary public entrances shall be an identifiable feature on the building from the parking lot while being subsidiary to the main entrance.
 6. Functional entrances such as stair exiting shall be subsidiary to the primary and secondary entrances while maintaining consistency with the architecture of the building.
 7. Entry hardscape materials shall utilize similar thematic materials as those used along the streetscapes to create a sense of visual and thematic harmony.
- C. Glazing and Fenestration: Provide advantage for interior spaces with views, day lighting and solar design to enhance the visual expression of the exterior of the building.
1. Incorporate creative design solutions that reflect the professionalism of the park as a whole and do not detract or create design inconsistencies between buildings.
 2. Consider views that collaborate with exterior fenestration and lead to natural day-lighting conditions for the occupants
 3. Consider interior day lighting and solar advantages as they relate to creating exterior design solutions.
 4. Design glazing areas that naturally draw the eye toward points of entry.
 5. Avoid long lengths of walls (horizontally and vertically) without window treatment.
 6. Avoid long lengths of walls without steps in plane unless supported by a strong design concept.
 7. Choose glass color (if not clear) that is in harmony with other building materials and natural character of the region.
 8. Glazing and fenestration details should be consistent around the entire building.
- D. Roof Form and Building Massing: Design roofs with careful attention to articulation of mass and scale. Roof mass and form should be proportionate to the building and its surroundings as well as contribute to the relationship of the site.
1. Generally use flat roofs except, possibly, at decorative or feature areas.
 2. Differing roof heights or perceptions of differing roof heights are encouraged to scale down the uni-dimensional mass of flat roofs.
 3. Use massing that fluctuates and breaks down large areas of uniform heights.
 4. Avoid roof shapes that allude to a style not in harmony with the professionalism of the park.
 5. Select roof materials and colors that are in harmony with building design.
 6. Create details at eaves, connection to windows, and intersection with adjoining roofs that are authentic.
 7. Harmonize overhangs and canopies which protect occupants from the elements with established design direction.
 8. Roof design should contribute to a safe and hospitable environment.
- E. Structural Elements: Appropriately express structural elements in building designs where such elements reinforce the overall building design scheme.
1. Express structural bracing for lateral (wind and seismic) loads when appropriate.

2. Utilize consistent details throughout the building in the expression of structure and make them harmonious with the overall architectural character.
 3. Keep the expression of structural elements simple and honest – avoid the use of faux structural members.
 4. The overall appearance, scale, and effects of structural expression should be proportionate to the mass and load perceived to be carried.
- F. Building Facades: Create building design that has a relationship to the regional terrain, a sense of authenticity, and use of materials that are durable and have natural characteristics.
1. Architectural emphasis should be given to all sides of the structure.
 2. Take a design approach which encourages new technology, timeless architecture and a sense of permanence and stability.
 3. Use a material pallet that is consistent with surrounding buildings.
 4. Create line, color, and texture that unify the buildings as a part of the whole project.
 5. Keep material use uncluttered and straightforward. Avoid the use of too many materials on a single building or façade.
 6. Use simple and clean details, trims, embellishments, etc., that are consistent with the type of material being used.
 7. Heavier materials, i.e., precast concrete, stone, should begin at the lower levels and transition to lighter materials such as glass and metal, if any, at the upper levels.
- G. Corner Treatments:
1. Maintain a continuation and consistency of façade treatment and materials around the corners of the building.
 2. Transitions of materials from primary facades to secondary facades can be accomplished through architectural features.
- H. Facade Materials: Have a consistent standard for the use of varying materials and detailing on multiple buildings within the Falcon Hill project area.
1. Use details and features that work well with the chosen primary and secondary building materials.
 2. Design with integrity such that details are visually true and consistent with their materials of construction.
 3. Use materials that are consistent to the design intentions that have been previously established as well as using materials in a manner that is true to their practical use.
 4. Natural Materials are encouraged, however painted materials may be used upon the review of MIDA staff, the DRC and with the approval of the MIDA Board.
- I. Façade Material Definitions:
1. Primary Building Façade Materials: Should comprise at least 60% of the primary building façade and 40% on other facades, not including window or door openings.
 - a. Architectural Concrete: Includes precast panels or formed in place, with special textures and finishes.
 - b. Architectural Metal Panels: Includes ribbed or smooth, natural or pre-finished metal panel wall systems.
 2. Secondary Building Façade Materials: May comprise up to 40% of the primary façade, not including window and door openings, and up to 60% of secondary building façade.
 - a. Architectural Glass: Includes curtain walls, ribbon windows and spandrel glazing.
 - b. Stucco: Includes cement stucco and exterior insulated finish systems (EIFS) of varying textures.
- J. Façade Material Requirements
1. Architectural Precast Concrete
 - a. Material should be used in a manner that achieves a sense of permanence and quality.
 - b. Architectural concrete panels can be approved administratively based on finish, color, and amount of surface covered.
 - c. Tilt-up panels may be used on flex type buildings and in conjunction with parking decks.
 2. Architectural Metal Panels
 - a. Architectural metal panels ~~may be~~ approved administratively, in conjunction with precast concrete.
 - b. Ribbed panels may not be utilized on vertical surfaces unless totally integrated with a roof element.
 - c. Architectural metal panels may be utilized as a primary façade material.
 3. Architectural Glass and Framing
 - a. Architectural glass ~~is may be~~ approved administratively, based upon system, performance and color.
 - b. Where framing materials are exposed, utilize a consistent neutral color compatible with the glass or standard anodized finish.
 - c. Highly reflective glass should not be used.
 4. Concrete Block Masonry
 - a. Standard concrete block masonry will not generally be allowed.
 - b. CMU having decorative, textured, or scored finishes may be used provided appropriate detailing and fenestration is incorporated.
 - c. Special, ceramic glazed or custom CMU units and jumbo sizes available to mimic natural stone panels may be used.

5. Stucco
 - a. Use in a simple manner over larger planar wall surfaces.
 - b. Shall be kept to a minimum and be avoided on primary building facades.
 - c. Stucco turns corners without need of trim, so keep clean lines at the corners.
 - d. Details such as quoins, lintels, keystones are not allowed.
 - e. Varying finishes are allowed, but should generally have smooth, metallic, or natural stone-like appearance.
 - f. Provide minimum 1-inch joints in EIFS panels at appropriate locations to make a facade element appear as a panelized wall with individual sections.
 - g. Natural stuccos shall have expansion joints to express individual panels and prevent cracking.
6. Wood
 - a. Exposed wood construction is not allowed on office buildings.
 - b. Wood may be used as an accent feature on retail buildings.
 - c. Any other type of exposed wood construction may be considered on a case by case basis.
7. Paint or Stain
 - a. Painted or stained surfaces are not generally allowed. However, approval for painted or stained surfaces may be granted administratively- by the Executive Director or designee ~~following a review by MIDA staff and the DRG and when approved by the MIDA board.~~
- K. Downspouts
 1. Exposed downspouts shall not be allowed on the primary façade or on facades facing streets.
 2. Shall appropriately convey primary storm water run off from any building or structure to an appropriate outfall point such as landscaped detention/percolation basins or underground conveyance.

6.10 Landscape Design

- A. The purpose of the Landscape Design portion of this chapter is to provide standards, guidelines, and strategies for site development, as site landscape is a critical visual element that will define the overall visual character of the business park. The intent is to preserve the special attributes, and, to the fullest extent possible, minimize adverse effects on the natural environment. Professional landscape treatments will create a continuous landscape character that extends throughout the business park.
- B. Planting Zones: Two planting zones have been defined for the Site Plan area where the intensity of landscape treatment reflects the significance of the applicable areas. These zones are:
 1. Intensive Planting Zone: Areas with the greatest variety of plant materials and the highest irrigation requirements. This zone is used in areas where a site element is featured or significant design detail is warranted. This includes primary street intersections, drives, building entrances, and high pedestrian use areas.
 2. Transitional Planting Zone: Areas that provide subtle connections between the Intensive Zone and the surrounding area. The design character within this zone needs to provide a gradual transition from the intensive interior to the exterior of each developed area. Plant materials within this zone are a unique combination that reflects each adjacent zone. The use of berming in this zone is particularly effective.
- C. Individual Building Sites

There is to be a concentric intensity of landscape centered around each office/ building development. That is, the greatest intensity of an introduced landscape is to occur in the immediate vicinity of the building and transition back to the Transitional Zone as the landscape progresses towards the perimeter of the site. Around the perimeter of each individual building site it is the intent that there will be a visual continuity between the surrounding buildings, open space areas, and pedestrian corridors. These introduced landscaped areas are to be in conjunction with building entrances, pedestrian spaces, employee break areas, and traditional outdoor eating areas. The landscape treatment of these areas should use water conservation measures while providing the necessary amenities of the business park.
- D. Phasing boundaries
 1. Adjacent to open space or any non-irrigated area there shall be a Transitional Zone between parcels so that a uniform appearance is created. The Transition Zone shall have undulations and be coordinated across Site Plan boundaries. The open space shall extend into the adjoining parcel for 30 percent of the length of the property line. The plant palette and the organic mulch shall be similar to the materials used in the adjoining parcels.
- E. Public Plazas and Gathering Places
 1. Memorial Park, located near the West Gate entrance, is intended as a tribute to the role of HAFB in protecting and serving our country. It features the "missing man" formation by means of a sculptural representation and serves as a place of honor, patriotism and respect for the men and women who have served our country at HAFB (see Illustration 6P-05 Thematic Project Imagery).
 2. Museum Park is located near the Roy entrance and is integrated with and across from the existing museum public space. Appropriate thematic imagery, sculptural elements, and public amenities will be provided.
 3. Gate Park is located at the 1800 North/Falcon Hill intersection. Appropriate thematic imagery, sculptural elements and public amenities will be provided.
- F. Visual Buffers

Where utility, service, garbage and/or loading areas face adjacent public streets and/or open spaces these facilities are to be thoroughly screened. Earth berming integrated with plant material is encouraged where possible. The plant material should be a combination of evergreen trees and large deciduous shrubs planted in an informal configuration. The use of opaque structures used alone or in combination with landscaping is also recommended.

G. Landscape Setbacks

Uses permitted within landscape setbacks are berms, driveways crossings, landscaping, public and private utilities, drainage and slopes, sidewalks, trails, irrigation, and permitted signs. Refer to Chapter 7 –Road Way Design Standards for landscape setback dimensions.

H. Median Design

Landscape themes for medians will be specific to roadway corridors, creating a distinct yet cohesive theme for the different corridors. Quality median design is encouraged through the combination of materials like stamped concrete, pavers, stone, berms and plantings. Within the medians, the plant material is to be grouped together to form informal groupings and other natural looking configurations. Where medians are provided, they should be comprised of plants from the Transitional Plant Palette. The use of berming and large massing of plant material is encouraged. Landscaping shall properly be contained by the curbing.

I. Intersections

Landscape at intersections is based on a hierarchy of road type. The greatest emphasis will be at major arterial intersections or interchanges, with the least emphasis at the Industrial/Industrial street intersections. Major arterial intersections will receive the greatest traffic volumes and, particularly if grade separated, will be experienced at higher rates of speed. Larger plant material masses are necessary in order to provide visual interest. Secondary intersections are smaller in scale and are the character of the Transitional Zone.

J. Urban Context

1. Nodes having a more urban character are intended near main intersections along Falcon Hill Drive and major access roads to the project. Floor area ratios should be greater, buildings placed closer together and closer to the street, and sidewalks made wider. Decorative concrete paving, street furnishings, raised planters, feature landscaping, and other amenities should be incorporated. On-street parking and loading zones may be provided in expanded road width pockets. Refer to Detail 6D-03.

K. Landscape and Hardscape Standards

1. Arterial and Collector Road

- a. Major Tree Type: *Ulmus parvifolia* 'Allee'- Allee Elm
- b. Accent Tree Type: *Prunus cerasifera* 'Mount St. Helen'- Mount Saint Helen Flowering Plum
- c. Landscape Median Tree Type: *Zelkova serrata* 'Musashino'
- d. Tree Spacing: 30' oc. or if grouped together to provide views, the total number of trees required shall be equal to the length of road multiplied by 30' on both sides of the road.
- e. Sidewalk Details: Refer to Arterial Road Cross-Section – Detail 6D-01.

2. Local Road - Others:

- a. Major Tree Type: May be any of the following but only one of the species per street: *Acer tatarica* – Tartarian Maple, *Koelreuteria paniculata*- Golden Rain Tree, *Pyrus calleryana* 'Bradford' Bradford Flowering Pear
- b. Accent Tree Type: *Prunus cerasifera* 'Mount St. Helen'- Mount Saint Helen Flowering Plum
- c. Tree Spacing: 30' oc. or if grouped together to provide views, the total number of trees required shall be equal to the length of road multiplied by 30' on both sides of the road.
- d. Sidewalk Details: Refer to Local Road Cross-Section – Detail 6D-02.

3. Urban Context:

- a. Major Tree Type: Same as that used for the respective street type, but placed in tree well with tree grate
- b. Tree Spacing: Trees in Tree Grates generally 30' o.c. but coordinated with street lighting and site furnishings. Spacing for all other urban context tree type, varies depending on context.
- c. Sidewalk Details: Refer to Urban Context Hardscape – Detail 6D-03.
- d. Tree Grate: Neenah Foundry, Distinctive Creations Model Number R-8724-A.
- e. Decorative Concrete: Bomanite, Sandscape Texture, 750 Desert Tan 1% Loading.

L. Irrigation

Irrigation systems should be zoned so those plant materials with similar water demands are on the same irrigation zone, for example, high water use turf should be separated from shrubs and ornamental grasses. Professionally designed and drawn irrigation plans should be an integral part of each new building or landscape plan. The plans should specifically address application methods, natural precipitation, and application rates for the individual zones. Plans also need to indicate tap locations, controller type, type and size of heads, drip methods, type and size of mainline, laterals, water pressure, road crossing sleeves, and meter locations. Irrigation Consumption (Limitations): Where available, non-potable graywater irrigation water is to be used. Permanent underground irrigation systems are permitted in improved landscape areas and in areas of re-vegetation for establishment purposes. Best management practices should be used and standard

maintenance principles applied to ensure proper plant health through all seasons of the year. Materials and products shall comply with the adopted standards.

6.11 Lighting and Night Sky Protection

- A. Site and Building Exfiltration: Reduce light pollution, glare and energy waste by directing light downward and to appropriate areas of ~~need, and need and~~ using appropriate light levels.
 - 1. Meet or provide lower light levels and uniformity ratios than those recommended by the Illuminating Engineering Society of North America (IESNA). Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99).
 - 2. Design exterior lighting such that all exterior luminaires with more than 1000 initial lamp lumens are shielded and all luminaires with more than 3500 initial lamp lumens meet the Full Cutoff IESNA Classification.
 - 3. The maximum candela value of all interior lighting shall fall within the building (not through windows).
 - 4. The maximum candela value of all exterior lighting shall fall within the property. Any luminaire within a distance of 2.5 times its mounting height from the property boundary shall have shielding so no light from that luminaire crosses the property boundary.
- B. Night Sky Protection: Employ proper methods of energy-efficient lighting that will establish both safety and community identity while respecting the night sky.
 - 1. Select fixtures that are shielded or filtered to minimize ambient light and to preserve night views.
 - 2. Provide lighting at driveways, intersections, and hazard areas.
 - 3. Lighting shall be directed downward at all times (up-lighting is prohibited).
 - 4. Except for decorative lighting on buildings or building entrances, shield and filter light rays to prevent light from emitting above the horizontal plane.
 - 5. The following shall be submitted for review and approval:
 - a. Locations, type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices.
 - b. Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices. The description may include (but is not limited to) manufacturers' catalog cut sheets and drawings.
 - c. Photometric data, such as that provided by manufacturers, showing the angle of cutoff for light emissions.
 - 6. A change request must be submitted to substitute any outdoor light fixture or the type of light source after approval has been issued.
 - 7. Solar power, photovoltaic cells and/or motion detectors should be employed to conserve energy.
 - 8. Increase light levels where required by base security and public safety.
 - 9. Non-reflective surfaces below lighted areas should be used in order to minimize light reflecting into the sky.
 - 10. Use energy-efficient lamps, which provide appropriate lighting levels.
 - 11. Site lighting should be directed onto vegetation or prominent site features.
- C. Street Lighting:
 - 1. Lighting shall occur at all intersections, along all arterials, and hazard areas. A lighting plan shall be submitted to MIDA for review and approval.
 - 2. General street lighting utilizes fixture-type TX-1 on 30-ft high steel light poles having a natural aluminum painted finish.
 - 3. Pedestrian walkways and plazas utilize fixture-type TX-2 on 15-ft high light poles having a natural aluminum painted finish.
 - 4. Space fixtures on public streets at approximately 60-ft on center. Adjust spacing as required in coordination with street trees, driveways, and intersections.
 - 5. For on-base street lighting, utilize fixture-type TX-3 on 30-ft high steel light poles having a dark bronze painted finish.
 - 6. Materials Standards:
 - a. Fixture Type TX-1: Lithonia Aeris, Decorative Curved Arm, AS2 with 200-400-watt metal halide lamps generally in single arm configuration except where fixtures are located in center medians; natural aluminum finish. Refer to Detail 6D-05.
 - b. Fixture Type TX-2: Lithonia Aeris, Decorative Curved Arm, AS1 with 35-175-watt metal halide lamps generally in single arm configuration except where fixtures are located where equivalent illumination is desired on both sides; natural aluminum finish. Refer to Detail 6D-06.
 - c. Fixture Type TX-3: Use one of the HAFB designated standard fixtures. Similar to Detail 6D-06.
 - d. Lighted Sidewalk Bollards: Lithonia Aeris ASB with smooth cross or crowned top; natural aluminum finish.

6.12 Signage

- A. Signs add visual character and aesthetic appeal to mixed use centers while informing drivers and pedestrians of what exists within a given area.
 - 1. Freeway Oriented Project Sign:

- a. Freeway oriented project signs should consist of architectural, hardscape, landscape and lighting materials consistent with materials used in public plaza areas that symbolize the thematic elements of Falcon Hill as it relates to HAFB and the Aerospace Industry.
 2. Wayfinding Signs: Allow signs that aid in wayfinding and direct traffic without becoming distracting. (example graphics/photos)
 - a. Wayfinding signs ~~seould~~should be limited to communicating the general location and direction of amenities or facilities, such as parking, exits, delivery, or loading areas and may be monument oriented, projecting from retail building overhangs and awnings, retail window signs, pedestal-mounted and/or post mounted signs.
 - b. Lettering height for wayfinding signs is subject to approval on a case by case basis.
 - c. Wayfinding signs are subject to review and approval of MIDA if outside the HAFB boundary.
 - d. Locate regulatory signs such as speed limit, street name, ADA access, no parking, loading and other related signs consistent with governing jurisdiction and traffic safety standards in coordination with other site improvements.
 3. Lettering and Illumination: Ensure attractive and durable signage that is harmonious in character with the surroundings.
 - a. Scale and proportion of graphics shall be compatible with the building's architectural character.
 - b. Exterior lettering that is exposed to the weather shall be mounted at least ¾" from the building wall to permit proper drainage.
 - c. External light sources shall be screened from view.
 - d. Illumination systems shall minimize energy usage by utilizing contemporary energy saving techniques and materials.
 4. Seasonal or Coordinated Event Pennants and Banners(Temporary Signs): Allow signs that promote special events.
 - a. Banners shall not exceed a width of 3 feet or a height of 6 feet.
 - b. Temporary signs shall be removed at the end of events or 30 days, whichever is sooner.
 - c. Banners, pennants, flags and any other advertising devices (except floodlights and balloons) may be placed on an occupant's property subject to MIDA's signage guidelines.
 - d. The total area of all temporary signs and advertising devices do not exceed the area allowed for permanent signage.
 - e. Temporary signs shall not be located in a manner or place where permanent signs are prohibited.
 - f. Temporary signs placed within the public road easement may be civic or commercial in nature, but must be part of a coordinated sponsored event as approved ~~administratively by the Executive Director or designee.~~ by the MIDA Board.
- B. A uniform sign criteria shall be established for each development area. The criteria shall establish the location and specific design of monument signage, the character and materials to be used for wall signs, and include other descriptive information, illustrations, photographic examples, and graphics.

6.13 Trails

- A. The purpose of Trail Standards and Guidelines is to establish a cohesive, safe, and high-quality trail system for trail systems within MIDA Falcon Hill area that:
 1. Provides trail connectivity within the MIDA Falcon Hill area
 2. Promotes Walking, cycling, and other non motorized travel
 3. Provides safe separation and integration with roadway infrastructure
 4. Enhances recreation, health, and quality of life
 5. Aligns with regional transportation and trail networks
 - i. These standards are informed by Utah Department of Transportation (UDOT) Active Transportation and Shared-Use Path guidance, while being tailored to Falcon hills development vision and context.
- B. Users
 1. Pedestrians
 2. Bicyclists
 3. Mobility devices
 4. Strollers
- C. Design
 1. 12' minimum concrete or asphalt
 2. 2' minimum clear zone on both sides to the path
 3. 10' minimum vertical clearance
 4. Maximum slope of 5% (unless otherwise approved by the DRC)
- D. Trails adjacent to parallel roadways, design shall prioritize user safety and comfort

1. Minimum 10' landscape separation/buffer
 2. Separation/buffer shall be landscaped with trees and plantings
- E. Intersections & Crossings at roadways shall provide:
1. High visibility continental striping
 2. Advance yield marking for vehicles
 3. Median refuges where feasible
 4. ADA compliant curb ramps
 5. Signage and pavement markings consistent with MUTCD and UDOT practices
- F. Trail-to-trail intersections shall provide:
1. Clear sight lines
 2. Center line striping on high volume trails
 3. Wayfinding signage identifying destinations and distances
- G. Accessibility and ADA compliance. All trails shall meet ADA accessibility standards to the maximum extent feasible:
1. Slope shall not exceed 5% (unless otherwise approved by DRC and is in compliance with ADA standards)
 2. Cross slope shall not exceed 2%
 3. Provide rest areas at steep grades or long distances per ADA standards
- H. Wayfinding, signage & Markings shall be per UDOT trail standards
1. Trailhead signage
 - i. Trail name
 - ii. Allowed uses
 - iii. Distance markers
 - iv. Emergency location information
 2. On-Trail Wayfinding
 - i. Direction signs at all intersections
 - ii. Consistent branding across Falcon Hill
 - iii. Pavement marking on shared-use paths

CHAPTER 7 ROADWAY DESIGN STANDARDS

7.01 Purpose

7.02 Definitions

7.03 General Standards

7.04 Roadway Design

7.05 Special Notes

7.01 Purpose

The purpose of this chapter is to provide engineering standards for the design of all roadways within the Falcon Hill project. These roadways are to be constructed in a manner that they can be efficiently maintained, provide longevity of the road structure, and provide for the safety of the public.

7.02 Definitions

- A. **Arterial Road:** A moderate or high-capacity road entering the Falcon Hill site from Interstate 15 with limited access points.
- B. **Collector Road:** A low or moderate-capacity road connecting the Arterial Roads from the north end to the south end of the site with multiple access points.
- C. **Local Road:** A low-capacity road that will typically connect to a Collector Road with the primary purpose of accessing abutting properties.
- D. **High Volume Driveway:** An entrance to large parking areas that will experience high volumes of traffic. These entrances will generally be located where right turn pockets are used to divert traffic out of the main flow for Arterial and Collector Roads. (See detail 7D-07)
- E. **Low Volume Driveway:** A standard driveway approach typically used to access restaurants, retail buildings, small office buildings, and commercial hospitality buildings. (See detail 7D-07)

7.03 General Standards

The standards outlined in this section can be supplemented by AASHTO (American Association of State Highway and Transportation Officials), *A Policy on Geometric Design of Highways and Streets*. In cases of conflict, a determination shall be made by the MIDA Engineer.

7.04 Roadway Design

- A. Radii of street corners to fit the back of sidewalk and back of curb requirements per Standard Detail 7D-01.
- B. Access ramps are to be located at all road crossings and conform to Standard Details 7D-02 and 7D-03. All access ramps shall be constructed to comply to a minimum standard as established by: The Americans with Disabilities Act (ADA), Americans with Disabilities Accessibility Guidelines (ADAAG), U.S. Federal Highway Administration, and the Manual on Uniform Traffic Control Devices (MUTCD).
- C. All roadway curb and gutter to be 30" concrete standard curb and gutter per Standard Detail 7D-04.
- D. All curb walls are to be 6" standard curb wall per Standard Detail 7D-04.
- E. Raised medians shall be constructed per Standard Detail 7D-05.
- F. Concrete sidewalk to be a minimum of 5 feet wide and shall be constructed per Standard Detail 7D-06.
- G. As a minimum, roadway cross-sections are to conform to Standard Detail 7D-07.
- H. Construct drive approaches per Standard Detail 7D-08.
- I. Roadway Widening: All roadway widening to include curb and gutter, parkstrip, and sidewalk per this chapter. In addition, the following must be adhered to:
 - 1. Saw-cut edge of existing road pavement 1 foot back of existing edge of asphalt.
 - 2. In all cases, space must be provided between the existing edge of asphalt and the curb and gutter in order to provide proper compaction of roadway structure with a plate compactor.
 - 3. Cross slopes of additional pavement to be 2% minimum and 4% maximum.
- J. Vertical Design of Roadways
 - 1. The vertical alignment shall be such as to minimize grade breaks along the centerline and curb lines.
 - 2. The algebraic difference of a grade break shall not exceed 2%. Eliminate grade breaks in excess of the above criteria by means of a vertical curve of fifty feet (50'). All vertical curve lengths shall be dependant upon three factors:
 - a. Design speed
 - b. Algebraic differences in grades
 - c. Design constant (k).
 - 3. Minimum gutter slope allowed is 0.4%.

4. Maximum longitudinal slope along centerline shall be 8%.
 5. Intersecting street angles may vary between 85 and 95 degrees.
 6. As a minimum, the Geotechnical and Soils Report required in Chapter 2 must contain the following:
 - a. Soil borings along roadway centerline and other areas as needed.
 - b. Analysis on the overall bearing capacity of the soil.
 - c. Recommendation for structural street cross section.
 - d. Cut and fill slope requirements.
 - e. Compaction requirements.
- K. Horizontal Design of Roadways:
1. Curve data is required for all centerline and curb line curves and also for all curb returns at intersections.
 2. Minimum centerline radius for Collectors and Arterials shall be based on the design speed, but in no case shall be less than a 300' radius unless otherwise approved by the MIDA Engineer.
 3. Minimum tangent between curves with a length of twice the right-of-way width is required along the centerline of all public roads.
 4. Temporary turnarounds shall be required on all streets which shall be extended in the future and which exceed 150 lineal feet from the centerline intersections of the closest intersecting street. Additional right-of-ways or easements necessary to construct and maintain the temporary turnaround are also required.
 5. The horizontal alignment should be straight through the intersections, but where horizontal curves cannot be avoided, the following should be observed:
 - a. Use a curve of sufficient radius to provide adequate sight distance and minimize the need for superelevation.
 - b. Do not begin or end a curve within an intersection.
 - c. Eliminate angle points in excess of 2 degrees on major or secondary roads by use of a large radius curve.
 - d. Angle points up to 5 degrees are permissible at the intersection of two Local roads.
 - e. Curve radii and superelevation should consider the design speed for the given road.
 6. Cul-de-sacs shall not be longer than 600 feet from the centerline of the adjoining street to the center of the cul-de-sac. This length may be exceeded where mitigating measures are taken for emergency response. The design of a cul-de-sac street shall pay particular attention to traffic volumes, especially where lengths exceed 600 feet.
 7. Where a street longer than 150 feet is designed to remain only temporarily as a dead-end street, an adequate turning area shall be provided as follows:
 8. Dead end streets of length greater than 150 feet shall be required to have an asphalt pavement surface turn-around with a minimum outside radius of sixty (60) feet in the closed end.
 9. Temporary ends of street in phased development must provide the width and asphalt pavement but may omit curb and gutter on a turnaround.
 10. All roads shall be designed for a right turn lane of a minimum 100 feet except where the road ends in a parking area.
- L. MIDA reserves the right to name any and all streets. Building numbers shall be assigned in accordance with the numbering system devised by MIDA.
- M. Driveways
1. All driveway approaches shall meet the specifications below as well as those shown in Standard Drawing 7D-07:
 - a. Low Volume Driveway:
 1. Minimum Width - 24 feet
 2. Minimum Width for one way access - 20 feet
 3. Maximum Width - 36 feet
 4. Minimum Concrete Thickness - 8 inches
 5. Minimum Base Course - 6 inches
 - b. High Volume Driveway:
 1. Minimum Asphalt Width - 24 feet
 2. Maximum Asphalt Width - 40 feet
 3. Minimum Asphalt Thickness - 4 inches
 4. Minimum Base Course - 6 inches
 5. Where required, the minimum granular borrow thickness shall be eight (8) inches.
 2. All driveways shall be separated from each other by at least fifty feet (50') as measured from nearest edges of travel ways. For a High Volume Driveway, the edge of the travel way shall be the edge of asphalt. For Low Volume Driveways, the measurement will be at the location where the flare intersects the sidewalk as seen in detail 7D-08.
 3. All driveways shall be offset from other driveways by no less than twice the flare width as per AASHTO Specifications.

- a. Engineering judgment shall override the recommended dimensions set forth if warranted by specific traffic conditions. Special consideration from MIDA's Engineer is required.
 - b. For corner properties, access to streets shall be provided from the lesser (lowest functional classification) street.
 - c. Corner clearance requirements for access points shall meet or exceed the minimum driveway spacing requirements.
- 4. Driveways along the property lines may be installed for shared use of both adjacent properties only upon guarantee by a recorded access agreement.
- 5. All cut and fill slopes shall be at a maximum 3:1 unless otherwise justified by a detailed soils investigation and approved by MIDA Engineer.
- N. Asphalt mix design shall be submitted to MIDA's engineer for review and approval prior to construction. Refer to the MIDA Construction Specifications for mix requirements.

7.05 Special Notes

The following notes shall be included on the construction drawings submitted as part of the Site Plan application:

- A. Contractor shall replace any existing sidewalk or curb & gutter along the frontage of this project, that is found to be defective, as directed by the MIDA inspector.
- B. All public improvements, which are to be owned and maintained by MIDA shall be constructed according to the MIDA Standards.
- C. Notify MIDA's Inspector, 48 hours prior to beginning construction of any roadways or improvements, including sewer facilities, in or out of the existing or future roadway. All inspections must be done prior to or concurrent with construction. Failure to make this notification may result in the uncovering and/or removal of all construction done without notification, at the discretion of MIDA's Engineer.
- D. Contractor shall secure an excavation permit from MIDA.
- E. Provide a proctor test for roadbase material to the MIDA inspector when delivered or placed on site.
- F. Provide estimation of quantities of excavation and fill, as well as locations of borrow sites, surplus disposal sites, and haul routes to the MIDA inspector.
- G. A Professional Engineer, currently licensed in Utah, shall observe and approve any retaining walls within the road right-of-way easement that are higher than 4 feet (from bottom of footing to top of wall), once constructed. Provide a letter of approval, stamped, signed, and dated by said Professional Engineer, to the MIDA Engineer prior to release of financial responsibility as stated in Chapter 3.19.
- H. Follow all recommendations of the approved geotechnical report. MIDA Standards and Details shall govern, unless geotechnical report recommendations are more stringent.

Dust, mud and erosion shall be adequately controlled, and the roadway shall be kept free of mud and debris, at all times. The use of motor oils and other petroleum-based or toxic liquids, for dust suppression, is prohibited.

CHAPTER 8

UTILITY DESIGN STANDARDS

8.01 Culinary Water

8.02 Drainage and Flood Control

8.03 Sanitary Sewer

8.04 Natural Gas

8.05 Electric Power

8.06 Street Lighting

8.07 Miscellaneous Utilities

8.01 Culinary Water

- A. All designs of water facilities shall abide by AWWA standards, APWA Requirements, International Fire Code Standards, and the state of Utah regulations.
- B. Fire hydrant placement and fire flows shall be reviewed and approved by the MIDA fire authority. Fire Hydrants shall be installed according to MIDA Standard Drawing 8D-01.
- C. A 15' wide water line easement (7.5' either side of pipe) for all main lines installed outside of public roadways is required assuming local service providers will be maintaining the line. Easement shall be on a signed standard easement form.
- D. The minimum size for water mains within the Falcon Hill distribution network shall be 8" in diameter. This does not include service laterals to fire hydrants, buildings, or irrigation systems.
- E. Water service laterals 3/4" and 1" shall be constructed per MIDA Standard Drawing 8D-02
- F. Water meters that are 1½" or larger shall be located in a meter vault. Installation shall be according to MIDA Standard Drawings 8D-03 and 8D-04.
- G. Where possible, all water meters shall be placed in a landscaped area. In any case the water meter shall be clearly accessible. The type of meter and radio read capabilities shall meet the billing agency's requirements.
- H. No connections between water companies are permitted unless authorized in writing by the two companies involved and pressure changes are evaluated. A pressure reducing station may be required.
- I. A minimum of 48" of cover from the top of the pipe to the finish grade is required.
- J. Culinary water main lines 12 inches and smaller in diameter shall be constructed of PVC C-900 or C-909. For water lines 14 inches and greater, use PVC C-905.
- K. All water valves in the roadway shall be located on property corners or at the point of curvature (P.C.'s) of intersection curb returns. Installation shall be according to MIDA Standard Drawing 8D-05
- L. Use 6" compression type hydrant consistent with AWWA C502 Requirements.
- M. All dead end lines shall be plugged with a 4" washout or fire hydrant according to local agency requests. Installation of 4" washout shall be in accordance to APWA Standards and MIDA Standard Drawing 8D-06.
- N. All ductile iron main water lines and fittings shall be poly-bagged in accordance with manufactures procedures.
- O. Thrust blocks shall be used at all horizontal and vertical bends, tees, and crosses. Installation shall be in accordance with MIDA Standard Drawing 8D-07. Mechanical restraint may be used in lieu of thrust blocks in certain locations given adequate spacing and distances as specified by the engineer with approval from MIDA.
- P. Air and vacuum relief valves shall be installed at high points in water lines and in accordance with MIDA Standard Drawing 8D-08.

8.02 Drainage and Flood Control

- A. Regional detention facilities are preferred over small local storm drain detention facilities. Non-regional detention facilities may be allowed where a regional solution is not practical, subject to approval by MIDA Engineer. Drainage easements for all drainage facilities shall be provided. Underground sumps and perforated storm drain piping will not be allowed under permanent roadway improvements.
- B. Regional detention facilities must be completed and functional prior to the construction of any impervious surfaces which the pond will service.
- C. Storm water outflow from within the Falcon Hill boundary shall be restricted to historic flows. The developer shall prepare a study to determine the capacity of the downstream storm drainage system based of standard calculation methods (Mannings or HGL methods) for the 10 year storm event. The allowable release rate will be determined by MIDA with the following criteria in mind.
 - 1. In general, the allowable release rate will be the lesser of the historic runoff, the existing storm drain excess capacity, or 0.2cfs/acre for the 10yr storm.
 - 2. Additional capacity in the existing storm drain system must be reserved if there are undeveloped lots upstream

of the proposed development. Release rates determined by downstream capacity must keep future development in mind.

Based on the required release rate as determined by MIDA given the guidelines above, the developer shall provide calculations showing storm water detention volume requirements for a 100-yr 24hr storm.

D. Detention pond design shall include:

1. Detention ponds shall have adequate volume to detain the 10-year storm while limiting the release rate to the amount determined in the section above. A foot of freeboard must be provided above the maximum design surface water elevation. Adequate volume and conveyance must be provided to route the 100-year storm safely without overflowing into parking, driving, and building areas. Detention ponds must have side slopes of no greater than 3:1 slopes with maintenance access drives provided. All detention ponds must be incorporated into the overall site landscaping
- E. Underground detention must likewise detain the 10-yr storm at a release rate of no greater than the amount determined in the section above. Underground detention must be sized to safely convey the 100-yr storm without surcharging to the surface or causing ponding in any drive, parking or building areas. The infiltration rate used for underground detention design must be measured in the field and a minimum safety factor of 2 must be used per standard engineering practice.
- F. Detention basins shall be designed with a low flow conveyance in order to avoid sustained wet conditions in the bottom of the basin.
- G. The developer shall provide calculations for the detention basin showing the basis for the size of the restrictive orifice. In calculating the orifice size, use a head equal to the distance from the maximum water surface elevation to the center of the orifice. The orifice shall be located on the outlet pipe so that sedimentation and debris is less likely to plug the orifice. A 2" diameter orifice is the smallest size allowed. If a 2" diameter orifice results in a discharge greater than historic flows it is permissible to consider the greater discharge rate in the calculation of storm water detention volume. Additional storage shall be provided elsewhere such that the overall project does not exceed historic flows.
- H. Indicate on the drawings, in a "call-out", or by means of a detail, the location where the restrictive orifice plate is to be installed as well as the size of the orifice to the nearest 1/8 inch. The orifice is to be placed at the bottom of the pipe outlet.
- I. Indicate on the drawings the routing of storm runoff for a 100-year storm to determine where the flood would go if the rainfall intensities are greater than the 10-year storm.
- J. All storm drain pipes 24 inches or larger shall be reinforced concrete pipe (RCP). Storm drain pipes 12 inches up to and including 21 inches may be non-reinforced concrete pipe. Pipe sizes smaller than 12 inches may be polyvinyl chloride (PVC) or high-density polyethylene (HDPE). All main line pipes shall have a minimum diameter of 15 inches. All pipes shall have a minimum cover of 12 inches to top of pipe bell. Pipes shall have sufficient slope to produce a minimum velocity of 2 fps when flowing full. Velocities in piping shall not exceed 10 fps. Where HDPE is used, a minimum of 1.00% slope is required; all other pipe shall have a minimum slope of 0.25%.
- K. A maximum of 300 linear feet is allowed between clean out manholes. Installation according to MIDA Standard Drawing 8D-09.
- L. A maximum of 600 linear feet is allowed between curb inlet boxes in roadways. Provide calculations for storm runoff flow, time of concentration, and gutter flow spread. Provide recommendation criteria/justification for proposed locations of curb inlet boxes. Provide calculations indicating the capacity of the inlet boxes. Within roadways, the maximum gutter flow spread may not encroach past the centerline of the outermost drive and may not overtop the curb at any point for the 10 yr storm.
- M. Indicate on the drawings all top of lid/top of grate and flow line elevations at all proposed clean out boxes and inlet boxes.
- N. The last cleanout or inlet box on each individual site upstream of the connection to an existing main line shall have a sand trap equal in depth to the diameter of the outlet pipe.
- O. All inlet boxes in the curb and gutter shall conform to MIDA Standard Drawings 8D-10 and 8D-11. A combination box shall be used any time there are two or more pipes connecting to the same box where an inlet is proposed. Installation according to MIDA Standard Drawing 8D-12. Clean out boxes are required on all junctions.
- P. Approved stormwater treatment devices, including oil/water separators (OWS), hydrodynamic separators (HDS), or approved equivalent systems, shall be provided upstream of discharge to any storm drain mainline unless a centralized treatment system is designed to accommodate the full contributing flow and pollutant load. shall be designed so that the flows during the first 15 minutes of a 2 year, 1-hour storm event. A Bypass mechanisms shall be provided for flows exceeding treatment capacity without resuspension of captured pollutants.
1. An oil/water separator system designed to achieve $\geq 98\%$ removal of free oil (≤ 10 ppm effluent). In calculating the size of the separator, the following factors are recommended:
 - a. The oil has a specific gravity of 0.89
 - b. The runoff water has a temperature of 50 degrees Fahrenheit

- c. The oil entering the separator has a concentration of 400 p.p.m.
- d. The allowable concentration of oil leaving the separator has a concentration of 10 p.p.m. (98%)
- e. The rainfall intensity to use is based on the 10-year, 3-hour storm intensities
- f. Assume a terminal rise rate of 0.00055 ft/s.
- 2. HDS systems are sized per manufacturer-certified performance data and designed to prevent re-entrainment under high flows.
 - a. $\geq 80\%$ TSS removal at design flow
 - b. Effective capture of floatables, debris, and incidental oil/grease
- Q. Steps are required in all clean out boxes and combination boxes that are to be installed according to APWA and have a depth of four feet or more from top of lid to floor of box.
- R. Submittals are required for all sand bedding, sand backfill, pipe, precast clean out boxes and precast catch basins. They shall be submitted at least five working days prior to construction. Submittals shall have sufficient information to show that the proposed items conform to APWA Standards.

8.03 SANITARY SEWER:

- A. In addition to the following standards, all design shall comply with APWA sanitary sewer standards.
- B. Unless otherwise approved by the MIDA Engineer, sewer line capacity shall be designed based upon a study of actual and projected contributions from existing developed areas and comparable data.
- C. Sewer lines shall be designed to maintain a velocity of two feet per second (2 fps) during peak flows.
- D. Sewer lines shall be located in the streets. In the locations where sewer lines must leave the public right-of way a twenty-foot wide sanitary sewer easement will be required.
 - 1. Easements shall be centered on the sewer line.
 - 2. Sewer easements shall extend ten feet beyond dead end manholes.
 - 3. Easements shall be shown on the development plat and on a Standard Easement form.
 - 4. Easements must be executed and returned in recordable form to MIDA's Office prior to final approval being granted.
- E. All sewer lines shall be located at 10-foot minimum horizontal distance from culinary waterlines. Where possible, sewer shall be located at 10-foot minimum horizontal distance from all other public utilities, including but not limited to storm drains, and secondary waterlines.
 - 1. Where site constraints make it infeasible to maintain the required 10-foot horizontal separation between culinary waterlines and sanitary sewer lines, reduced separation may be permitted subject to approval by MIDA's Engineer. The applicant shall demonstrate that compliance is not feasible due to physical or infrastructure constraints and shall maintain a minimum of 6 feet horizontal separation and 18 inches vertical separation, with the waterline located above the sewer line. The sewer line shall be constructed of materials and joints in good condition to prevent leakage, and installations shall avoid areas of high groundwater or other conditions that increase contamination risk. Additional protective measures, such as pressure-rated pipe, sleeving, or trench separation methods, may be required. The applicant shall submit supporting design documentation and justification for review, and any separation less than 6 feet shall require a formal exception consistent with Utah Division of Drinking Water requirements. All exceptions shall demonstrate that the proposed design will not jeopardize public health.
- F. Sewer Main Lines shall be at least 8 inches in diameter.
- G. Unless otherwise approved by MIDA Engineer, the minimum sewer slopes shall be as follows:
 - 1. 8-inch sewer lines – 0.0040 foot/foot
 - 2. 10-inch sewer lines – 0.0028 foot/foot
 - 3. 12-inch sewer lines – 0.0022 foot/foot
 - 4. 15-inch sewer lines – 0.0015 foot/foot
 - 5. 18-inch sewer lines – 0.0012 foot/foot
 - 6. 21-inch sewer lines – 0.0010 foot/foot
 - 7. 24-inch sewer lines – 0.0008 foot/foot
 - 8. Larger than 24-inch per MIDA Engineer's recommendation
 - 9. HDPE sewer lines – 0.05 foot/foot
- H. Sewer lines eight (8) through fifteen (15) inches in diameter shall be designed to flow no more than half full during peak flow. Sewer lines larger than fifteen (15) inches in diameter shall be designed to flow three-fourths full.
- I. MIDA Engineer may increase the minimum sewer depth if required to meet overall system requirements.
- J. A minimum of four (4) feet of cover shall be placed over all sewer lines.
- K. All sewer connections shall conform to applicable standard details, including lateral connections in accordance with APWA or approved equivalent standards. Lateral connections to sewer mains shall be made using approved connection details designed to maintain structural integrity and watertightness of the main. Connections larger than typical lateral connections shall be made at a manhole unless otherwise approved by MIDA's Engineer. All connections shall be constructed to prevent infiltration and exfiltration and shall not compromise the hydraulic or

structural performance of the existing system.

- L. Sewer main lines shall be extended to property lines.
- M. A Ten-foot sewer stub shall be extended beyond terminal manholes to facilitate future development.
- N. Curved sewer, where approved by MIDA's Engineer, shall be designed as follows:
 - 1. Sewer shall be constructed of HDPE sewer pipe.
 - 2. Minimum radius shall be 150 feet, unless otherwise approved by MIDA's engineer.
 - 3. In locations with steep pipe slopes (i.e. greater than 15%), pipe shall be constructed of HDPE and concrete anchor restraints shall be installed on the pipe.
- O. Sewer laterals shall conform to APWA Requirements, Utah DEQ, as well as the requirements of the Davis or Weber County Department of Health Regulations, the International Plumbing Code, and any other codes published by the International Code Council (ICC). Installation shall also be in accordance to MIDA Standard Drawing 8D-13.
- P. Sewer laterals are required to tie into manholes. Sewer laterals 8 inches and larger are required to tie directly into a manhole.
- Q. Cleanouts must accompany all bends in sewer laterals under 8" within MIDA right of way easements. Bends in sewer laterals 8" and larger require a manhole.
- R. Pressure sewer laterals, where approved, shall meet the following requirements:
 - 1. All pressurized sewer/force mains and pumping stations shall be designed by a licensed professional engineer.
 - 2. In locations where buildings cannot be discharged to the sewer main by a gravity flow sewer lateral, flows shall be discharged into a tightly covered and vented sump from which the flows shall be pumped by automatic pumping equipment and discharged into a gravity flow sewer lateral, connecting at a cleanout, or the sewer main, connecting in a manhole, with an approved restrained coupling(s).
 - 3. Pumping equipment and pressure sewer laterals shall be designed to meet or exceed the anticipated use requirements.
 - 4. The total maximum system head shall not exceed the pump manufacturer's recommended allowable head for the pump system being proposed.
 - 5. Unless otherwise approved by MIDA's Engineer, pressure sewer laterals shall be constructed of HDPE.
 - 6. Pressure sewer laterals shall be sized to provide a minimum velocity of 2.0 feet per second at the design pumping rate.
 - 7. Pressure sewer laterals shall be designed and constructed on a constant reverse grade.
- S. Sewer Casing:
 - 1. Sewer casings shall be required at locations where sewer lines cross railroads, canals, and/or other locations where utility crossings are closer than minimum separation standards as required by MIDA's Engineer or other governing entity.
 - 2. Sewer casings shall be sized at least twice the inner diameter of the sewer pipe, unless otherwise approved by MIDA's Engineer.
 - 3. Sewer pipe shall be supported in casing by casing insulators/spacers and sealed with manufactured end seals.
 - 4. Casing wall thickness shall be as shown on the standard steel casing detail.
- T. Sewer Manholes:
 - 1. The minimum size manhole shall be four feet in diameter.
 - 2. Recommended maximum manhole spans shall be approximately four hundred fifty (450) feet, but no more than five hundred (500) feet, from center to center of manholes, unless otherwise approved by MIDA's Engineer. Installation of manholes shall be in accordance to MIDA Standard Drawing 8D-14.
 - 3. Manholes must be constructed at the ends of sewer lines.
 - 4. Drop manholes are not allowed without prior approval of MIDA's Engineer.
 - 5. Where connections are made to existing sewer lines, a five foot diameter manhole shall be constructed over the existing sewer line.
 - 6. Five foot diameter manholes are required in the following situations:
 - a. At all intersections of 3 or more 8-inch or larger pipe lines.
 - b. In manholes greater than fifteen (15) feet deep.
 - c. In manholes with a grade greater than twenty (20) percent through the manhole, i.e. greater than a one foot drop.
 - 7. Six foot diameter manholes are required in the following situations:
 - a. In manholes with pipe sizes between fifteen (15) inches in diameter and thirty-six (36) inches in diameter.
 - b. At 3 way intersections where the deflection angle in the manhole exceeds 90 degrees.
 - 8. A minimum of five feet shall be maintained between the edge of all manhole collars and the edge of the street pavement.
 - 9. Unless otherwise approved by MIDA's Engineer, the minimum drops through manholes shall be as follows:
 - a. 75° - 90° manholes – 0.2 foot drop
 - b. 25° - 75° manholes – 0.1 foot drop

- c. 0° - 25° manholes - The grade through the manhole shall be no less than the grade of the downstream pipe.
- 10. In three way manholes the grade through the manhole shall be designed to ensure that flows will not back up into any of the pipes.
- 11. The maximum allowable drop between inlet and outlet inverts through a manhole is two feet.
- 12. Where incoming slopes at manholes are greater than or equal to 5 percent and the deflection angle within the manhole is greater than or equal to 45 degrees but less than 90 degrees, a five-foot manhole with an extra deep trough is required.
- U. Sewer force mains: Meet Utah Administrative Rule R317-3-2
- V. Sewer lift stations: Meet Utah Administrative Rule R317-3-3

8.04 Natural Gas

- A. All design shall abide by local Gas Company.
- B. Written approval is required.

8.05 Power Lines

- A. Electric power supply for any of the development shall be placed underground from its original source to the proposed buildings or other facilities requiring power.
- B. The developer shall contact Rocky Mountain Power for all required standards pertaining to installation, service, charges, permits, and related items that they will require.
- C. Written approval is required.

8.06 Street Lights

- A. Poles and Lights shall match the poles and lights approved by MIDA to be used throughout the development. See chapter 6
- B. Specified poles shall be installed per manufacturer recommendations or requirements by MIDA Engineer.
- C. All materials and installation procedures pertaining to street lighting shall be according to MIDA specifications as described in the Construction Standards and in accordance to MIDA Standard Detail 8D-15.
- D. Installations shall be located as indicated on the approved drawing for the project. Field modification must be approved by the MIDA Engineer.
- E. Street light pole shall not be installed in a manner that will hinder the operation of fire hydrants or underground water system isolation valves.
- F. The following notes shall be included in the construction drawings.
 - 1. All electrical cables and conduit shall be buried a minimum of 18 inches below the ground surface.
 - 2. Three wire conductor (8-3/C Type TC 600 V VNTC Sun Res Dir Bur Method 4 cable or equivalent) shall be used on single pole installations.
 - 3. Wire connections in the hand hole shall be made with Burndy YC8L12 electrical connectors or equivalent. HSTO 4-48-Heat Shrink or equivalent shall be used to complete wire connections.
 - 4. Burndy KA25U 14-1/0 AWG AL/CU Mechanical Lugs or equivalent shall be used to connect the ground wire to the grounding clip inside the hand hole.
 - 5. Connecting street lights to Rocky Mountain Power Junction Boxes or Transformers is the responsibility of the contractor. These connections shall be coordinated between the contractor and Rocky Mountain Power. The contractor is responsible for any connection fees assessed by Rocky Mountain Power.
 - 6. A Gould Shawmut in line fuse holder with/boot #GEB-11-11-B and 15 Amp OTM15 Gould Fuse or equivalent shall be installed inside the junction box or transformer connection to the hot leg of the power cable.
 - 7. A junction box with the words 'ELECTRICAL' or 'STREET LIGHT' shall be installed at the base of each pole unless otherwise approved by MIDA's Engineer.

8.07 Miscellaneous Standards and Utilities

- A. The layout of utilities at intersections shall generally conform to MIDA Standard Drawing 8D-16.
- B. When necessary all main lines for any and all utilities shall cross each other at the nearest 90 degrees as possible.
- C. Any and all utilities not mentioned including but not limited to Qwest Communications and Comcast Cable shall adhere to the corresponding company standards.
- D. Written approval is required from all companies requiring their services on the project.
- E. Two four inch schedule 40 conduit shall be placed below subgrade at every intersection for future miscellaneous road crossing.
- F. Utility trenches shall

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-24

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM FUNDING FOR THE FALCON HILL SOUTH END FRONTAGE ROAD PROJECT

WHEREAS, the Office of Local Defense Community Cooperation (“OLDCC”) has awarded Davis County (the “County”) a Defense Community Infrastructure Program grant of \$9,268,020 for the Falcon Hill South End Frontage Road project, which will construct and extend Falcon Hill Drive along the west side of I-15 (the “Project”), and the County will provide the funding to MIDA, as a subrecipient of the award, to construct the Project; and

WHEREAS, the award requires \$4,000,000 in non-federal matching funds, which MIDA is responsible for securing; and

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Interlocal Act”), authorizes public agencies, including MIDA and the County, to enter into agreements with one another for joint or cooperative action, and Section 11-13-202.5 of the Interlocal Act requires the MIDA Board to approve an agreement that provides for MIDA to construct an improvement to real property; and

WHEREAS, MIDA and the County have prepared an Interlocal Cooperation Agreement (the “Agreement”) setting forth their respective responsibilities for the Project, including the reimbursement of Project costs, reporting, and compliance with the terms of the federal award, a copy of which is attached to this Resolution in substantially final form; and

WHEREAS, although the Agreement will not take effect until it has been approved, reviewed, and filed as required by the Interlocal Act, including Board approval through this Resolution, Project costs incurred on or after October 1, 2026, and pre-award costs allowed under the federal award, are eligible for reimbursement or for credit toward MIDA’s matching funds; and

WHEREAS, the Agreement may require non-material revisions as between the County and MIDA before it is executed; and

WHEREAS, the MIDA Board does hereby determine that it is in the best interest of MIDA and the Falcon Hill Project Area to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the MIDA Board that:

1) The attached Interlocal Cooperation Agreement with Davis County is hereby approved in substantially final form.

2) MIDA’s Executive Director, or the Executive Director’s designee, is authorized to finalize and execute the Agreement on behalf of MIDA, with such non-material revisions as may be necessary, after review by MIDA legal counsel as to proper form and compliance with applicable law. Any revision that would increase MIDA’s non-federal matching funds obligation, change the scope of the Project, or otherwise materially alter MIDA’s rights or obligations under the Agreement shall be presented to the MIDA Board for final authorization and approval.

3) MIDA's Executive Director, or the Executive Director's designee, is authorized to execute the certifications and other documents required by the Agreement and the federal award, and to take such other actions as are necessary to carry out the Agreement.

4) This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by the MIDA Board this 22nd day of October, 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

Morgan Nebeker
MIDA Records Officer

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
DAVIS COUNTY
AND
MILITARY INSTALLATION DEVELOPMENT AUTHORITY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between Davis County (hereinafter referred to as “the County”) and the Military Installation Development Authority, an independent, public entity, public corporation, and political subdivision created pursuant to Utah Code § 63H-1-101 et seq. (hereinafter referred to as “MIDA”). The County and MIDA may collectively be referred to as the “Parties.”

WHEREAS, the Office of Local Defense Community Cooperation (OLDCC) awarded grant funding in the amount of \$9,268,020 to the County; and

WHEREAS, the County is the agency that administers the OLDCC funding and has agreed to provide the funding to MIDA, subject to compliance with applicable federal laws, rules, regulations, and grant guidelines; and

WHEREAS, the County and MIDA desire to enter into this Agreement to memorialize each other’s responsibilities in regard to the OLDCC funding for the Falcon Hill South End Frontage Road Hill Air Force Base project (“the project”);

WHEREAS, the County and MIDA are each a “public agency” as defined in the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Interlocal Act”), and the Interlocal Act authorizes public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, under Title 63H, Chapter 1, Utah Code (the “MIDA Act”), MIDA’s purpose is to facilitate the development of land within a project area, and the Project is located within MIDA’s Falcon Hill project area;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The County hereby agrees to provide OLDCC funding, in the amount set forth herein, to MIDA to facilitate the implementation of the project.

B. SCOPE OF PROGRAM

MIDA shall implement the project, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on the effective date defined in section G, and end on October 31, 2028, unless terminated earlier in accordance with this Agreement. Allowable costs incurred on or after October 1, 2026, and pre-award costs allowed under the OLDCC award, are eligible for reimbursement or for credit toward MIDA’s matching funds as provided in this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of OLDCC funding, the County shall provide funds to MIDA for the Project, in an amount not to exceed **\$9,268,020** for the term. Any expenses/costs incurred by MIDA in excess of this amount shall be the sole responsibility of MIDA.

2. *Matching Funds.* MIDA shall secure non-federal matching funds in the amount of \$4,000,000 as required by the terms and conditions of the grant agreement by and between OLDCC and the County. MIDA may satisfy this obligation with any allowable Project costs in the budget categories described in Exhibit 1, including architecture and engineering costs MIDA incurred before the OLDCC award, to the extent permitted by the OLDCC award.

3. *Budget.* MIDA agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

4. *Payment.* The County shall pay OLDCC funding to MIDA on a reimbursement basis. No more often than monthly, MIDA may submit to the County a written request for reimbursement of allowable Project costs that MIDA has incurred and paid, with supporting documentation, including invoices or contractor pay applications, proof of payment, and documentation of matching funds expended to date. The County shall notify MIDA in writing within ten (10) business days after receiving a request of any deficiency in the request or any amount the County disputes. Within thirty (30) days after receiving a complete request, the County shall pay MIDA the amount requested, less any amount the County disputes in good faith. The OLDCC funding shall be used only for the Project costs described in this Agreement and in **Exhibit 1**. MIDA shall comply with the funding requirements listed at **Exhibit 3**.

5. *Reporting.* MIDA agrees to provide supporting documents and corresponding reports as requested by the County to meet any reporting deadlines. The parties shall adhere to the instructions and format, including specific forms required by OLDCC.

6. *Audits.* MIDA shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the County, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, MIDA's records with respect to matters covered by this Agreement. MIDA shall permit the County, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

7. *Records.* The parties shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to OLDCC, whichever is later.

8. *Performance Management.* MIDA shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. For example, if MIDA reports to the County monthly, then MIDA is expected to collect performance data on a monthly basis.

9. *Subrecipient and Grantee Monitoring.* MIDA and the County shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-site visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk

assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, the County may require MIDA to take corrective action so MIDA is in compliance with federal, state, or local laws, regulations, or rules related to the OLDCC funding for the Project. Corrective action may be required for but is not limited to instances in which MIDA: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The County may require corrective action from MIDA, including but not limited to (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding. Before requiring program suspension or the reduction or repayment of funding, the County shall give MIDA written notice describing the deficiency and not less than thirty (30) days to correct it or to object. Any repayment by MIDA shall be limited to OLDCC funds paid for costs that OLDCC disallows, or that are determined to be unallowable, because of MIDA's noncompliance.

2. *Termination.* Either party may terminate this Agreement by giving the other party at least thirty (30) days' written notice. Upon termination, the County shall reimburse MIDA, to the extent of available OLDCC funding, for allowable Project costs MIDA incurred through the effective date of termination, including amounts MIDA owes under contracts it entered into before receiving or giving notice of termination and cannot reasonably cancel. MIDA shall promptly provide the County all reports and supporting documentation for work performed under this Agreement, and shall repay any OLDCC funds it received for costs that are not allowable.

F. MODIFICATIONS AND AMENDMENTS

MIDA may submit a written request to the County for (i) an extension to the term of this Agreement, or (ii) a budget reallocation of the OLDCC funding. Changes to this Agreement shall be made as follows: (a) the Administrators designated under Section G.10 may approve in writing, including by e-mail, changes to deliverable due dates within the term of this Agreement and to reporting formats; (b) budget reallocations among the cost categories in Exhibit 1 may be made without amendment to the extent permitted by federal law, and where prior approval is required, MIDA shall submit its request to the County, which may submit it to OLDCC; and (c) any other change, including any change to the Project scope, the term, or the amount of OLDCC funding, requires a written amendment approved and executed by both parties in the same manner as this Agreement. Notwithstanding anything to the contrary in this Agreement, any changes to budget (including but not limited to reallocations), Project scope, the term, or the amount of OLDCC funding, shall not be done without prior approval of the OLDCC.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by MIDA shall constitute a material breach of this Agreement and, if not corrected as provided in Section E.1, shall entitle the County to terminate this Agreement under Section E.2.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

MIDA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* MIDA shall not use different sources of federal funding to pay for the same services. MIDA shall not use OLDCC funding to pay for the same work that was reimbursed or paid by other sources of funding.

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Utah and subject to the jurisdiction of a court of competent jurisdiction in Davis County.

5. *No Assignment.* This Agreement shall not be assigned by MIDA to another party without the prior written approval of the County. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR DAVIS COUNTY:

Bob J. Stevenson
Davis County Commissioner,
Chair 61 South Main Street
Farmington, UT 84025

FOR MIDA:

Military Installation Development
Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Interlocal Cooperation Act.* This Agreement is entered into under the Interlocal Act and shall take effect on the date on which all of the following have occurred (the "Effective Date"): (a) each party has approved this Agreement by resolution of its legislative body as provided in Utah Code § 11-13-202.5(1) and (2); (b) the attorney authorized to represent each party has reviewed this Agreement as to proper form and compliance with applicable law as provided in Utah Code § 11-13-202.5(3); and (c) a duly executed original counterpart of this Agreement has been filed with the keeper of records of each party as provided in Utah Code § 11-13-209. This Agreement does not create an interlocal entity or any other separate legal entity.

10. *Administrators.* As provided in Utah Code § 11-13-207, this Agreement shall be administered by an administrator designated by each party (each, an "Administrator"). MIDA's Administrator is its Falcon Hill Project Area Director, who is currently Hilary Venable. The County's Administrator is its Community Services Manager, who is currently Ryan Steinbeigle. Each Administrator may administer this Agreement on behalf of the party that designated it, including approving changes under Section F, but may not amend this Agreement without approval of each party's respective governing body. A party may change its Administrator by written notice to the other party.

11. *Property.* The parties will not jointly acquire, hold, or dispose of any real or personal property under this Agreement. Upon termination of this Agreement, each party shall retain the property it owns, subject to those requirements

12. *Governmental Immunity.* Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code. Neither party waives any defense, limitation, or protection available under that Act, including its limitations on actions and judgments. Each party is responsible for its own acts and omissions and those of its officers and employees in connection with this Agreement.

13. *No Third-Party Beneficiaries.* This Agreement is intended solely to establish the rights and obligations of the parties. No third party may enforce this Agreement or rely on it in any action against either party.

14. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

DAVIS COUNTY By: _____ Bob J. Stevenson, Chair Davis County Board of County Commissioners Date: _____ ATTEST: By: _____ Brian McKenzie Davis County Clerk Date: _____	MIDA Print Name: _____ Executive Director or Designee Date: _____ ATTEST (If applicable): By: _____ Printed Name: _____ Title: _____ Date: _____
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APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW

Davis County Attorney's Office

By: _____ Date: _____

MIDA Legal Counsel

By: _____ Date: _____

EXHIBIT 1

SCOPE OF WORK AND BUDGET

This Project includes construction and extension of Falcon Hill Drive along the west side of I-15 as a two-lane roadway, generally built to a typical 26-foot section and widening to a 44-foot section with a center two-way left-turn lane at key intersection approaches. The project includes standard concrete curb and gutter, a new storm drain system with pipe, inlet boxes, and manholes and ADA-compliant curb ramps. Sanitary sewer lines will be connected where needed and existing Hill Air Force Base perimeter security fencing will be relocated and reinstalled to conform to the new roadway footprint. Where the roadway cuts into existing grade, a concrete retaining wall will support the roadway section. Pavement markings, signage, and site clean-up are included as part of the scope of work.

BUDGET

Cost Category	OLDCC FUNDS	Local Match	Total
Administrative/Legal Expenses	—	\$1,816,266	\$1,816,266
Inspection	—	\$50,000	\$50,000
Construction	\$9,268,020	\$759,180	\$10,027,200
Equipment	—	—	—
Architecture & Engineering	—	\$554,554	\$554,554
Contingencies	—	\$820,000	\$820,000

Administrative and Legal Expenses – \$1,816,266

Covers essential administrative overhead, contract management, and legal compliance, including procurement documentation, compliance with state and municipal building codes, contract review, and insurance verification. Supports alignment with federal grant conditions and risk mitigation.

Inspection – \$50,000

Covers third-party and agency inspection services to verify construction complies with the approved engineered design and applicable federal, state, and local standards, including routine inspections during construction and final sign-off prior to completion.

Construction – \$10,027,200

Covers direct construction of approximately one mile of new frontage road, including grading, paving, drainage, and traffic signal components, consistent with the completed engineered design. All work will comply with Build America, Buy America Act requirements.

Architecture and Engineering – \$554,554

Covers completed design and engineering services, including roadway, utility, drainage, retaining wall, electrical, and telecommunication plans, along with limited engineering support anticipated during construction. \$338,159.31 amount has been expended prior to award and \$216,394.69 will be spent post-award.

Contingencies – \$820,000

Provides a reserve, within the 15% threshold permitted under the program, to address unforeseen conditions such as subsurface issues, utility conflicts, or material cost fluctuations during construction. Protects the project schedule and budget without shifting risk to the federal award.

EXHIBIT 2

REPORTING AND DELIVERABLES

1. Quarterly Reporting Schedule

- a. Section D(4) of the Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarterly report according to the timelines below. Reports must detail performance metrics, milestones achieved, procurement updates, and financial expenditures under the OLDCC award.

Report Number	Period Start Date	Period End Date	Report Due to Davis County	OLDCC Due Date
1	October 1, 2026	December 31, 2026	December 17, 2026	December 31, 2026
2	January 1, 2027	March 31, 2027	March 17, 2027	March 31, 2027
3	April 1, 2027	June 30, 2027	June 16, 2027	June 30, 2027
4	July 1, 2027	September 30, 2027	September 16, 2027	September 30, 2027
5	October 1, 2027	December 31, 2027	December 17, 2027	December 31, 2027
6	January 1, 2028	March 31, 2028	March 17, 2028	March 31, 2028
7	April 1, 2028	June 30, 2028	June 16, 2028	June 30, 2028
8	July 1, 2028	September 30, 2028	September 16, 2028	September 30, 2028
9	October 1, 2028	December 31, 2028	December 17, 2028	December 31, 2028
10	January 1, 2029	February 28, 2029	February 14, 2029	February 28, 2029

2. Required Programmatic Deliverables

- a. Subrecipient shall compile and submit to Davis County all project deliverables listed below. Subrecipient shall ensure that all subcontracts, engineering submittals, and developer execution schedules align with these reporting deadlines.

Deliverable Name	Description	Due Date
Permits	Grantee will provide Grantor copies of approved permits necessary for accomplishment of the grant scope.	February 28, 2027
Bid Documents	The Grantee will provide the Grantor copies of the 100% complete bid documents for the construction and/or equipment installation contracts.	March 30, 2027

Deliverable Name	Description	Due Date
Contract Documents	The Grantee will provide the Grantor copies of any executed contracts required to execute the project.	March 30, 2027
Notice of Federal Interest	The Grantee will provide the Grantor with evidence a Notice of Federal Interest has been recorded in the appropriate official records of the jurisdiction in which the property is located within 10 days of recordation.	June 30, 2027
Certificate of Completion	The Grantee will provide the Grantor with a copy of the certificate of completion for the completed project issued by the appropriate jurisdiction/authority.	October 31, 2028
As-Built Drawings	The Grantee will provide the Grantor with final “as-built” construction drawings (including photo documentation).	October 31, 2028

EXHIBIT 3

AWARD TERMS AND CONDITIONS

- A. General Compliance. Subrecipient shall perform all Approved Activities funded by this agreement in accordance with this agreement, the award agreement between Davis County and OLDCC, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. Davis County may assist Subrecipient in complying with all applicable requirements. However, Subrecipient is responsible to become familiar with applicable laws and requirements and shall remain responsible for ensuring its compliance with all applicable requirements.
- B. Authority. This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OLDCC grant, including, directives, grant terms, and program guidance. This agreement is also subject to all applicable laws of the State of Utah.
- C. Federal Regulations Applicable to This Agreement.
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 ("Uniform Guidance"). These requirements dictate how Subrecipient must administer the subaward and how Davis County must oversee Subrecipient. The applicable Uniform Guidance provisions are as follows: 1) Subpart A, Acronyms and Definitions; 2) Subpart B, General provisions; 3) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; 4) Subpart D, Post Federal Award Requirements; 5) Subpart E, Cost Principles; and 6) Subpart F, Audit Requirements. Such provisions include, but are not limited to, the following:
 - a. Subpart D, Post Federal Award Requirements.
 - 1) Procurement.
 - a) Federal. Consistent with Uniform Guidance compliance requirements, including the standards in 2 C.F.R. § 200.318 for the acquisition of property, equipment, supplies, or services required under this agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 C.F.R. Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
 - i. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for noncompetitive procurements only if one or more of the following circumstances apply: (1) the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold; (2) the item is available only from a single source; (3) the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) the Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) after solicitation of a number of sources, competition is determined inadequate.

- ii. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - iii. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 C.F.R. § 200.318(c). Subrecipient shall immediately disclose in writing to Davis County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. In addition to any other remedies stated in or allowed pursuant to this agreement or otherwise, Davis County may do any of the following regarding potential conflicts of interest: 1) Investigate; 2) Require information from Subrecipient; 3) Required remedial action; 4) Disapprove transactions; or 5) Require repayment of transactions.
 - iv. Pursuant to 2 C.F.R. § 200.318(i), Subrecipient “must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- b) Local. In addition to the requirements described in subsection a) directly above, Subrecipient shall comply with the following:
- i. Reporting. Subrecipient shall document, in its quarterly report to Davis County, the status of all contracts executed in connection with this agreement.
 - ii. Davis County’s Review of Solicitations. Except for micro-purchases made pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this agreement, then Subrecipient shall forward to Davis County a copy of any solicitation (whether competitive or non-competitive) at least 30 days prior to the publication or communication of the solicitation. Davis County will review the solicitation and provide comments, if any, to Subrecipient within ten business days. Failure to respond within ten business days does not constitute approval by Davis County. Consistent with 2 C.F.R. § 200.324, Davis County will review the solicitation for compliance with applicable procurement standards. Davis County’s review and comments do not constitute a binding approval of the solicitation. Regardless of Davis County’s review, Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review, Davis County identifies any deficiencies, then Davis County will communicate those deficiencies to Subrecipient as quickly as possible within the ten business day window outlined above.
 - iii. Davis County’s Review of Contracts. Except for micro-purchases pursuant to 2 C.F.R. § 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this agreement, then Subrecipient shall forward to Davis County a copy of the written contract prior to contract execution. Davis County shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten business days. Failure to respond within ten business days does not constitute approval by Davis County. Consistent with 2 C.F.R. § 200.324, Davis County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Davis County’s review and comments do not constitute an approval of the contract. Regardless of Davis County’s review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review, Davis County identifies any deficiencies, then Davis County will communicate those deficiencies to Subrecipient as soon as possible within the ten

business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

- 2) Subawards. In executing this agreement, Subrecipient may not enter a subaward without prior written approval from Davis County.
- 3) Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with OLDCC funds, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316.
- 4) Program Income. Will this project generate program income? Please mark the applicable box below:

☐ Yes

☐ No

If this project will generate program income, then the Subrecipient, during the term of this agreement, must segregate the gross proceeds of the program income and follow the provisions in 2 C.F.R. § 200.307.

Subrecipient shall document compliance with Uniform Guidance requirements, including adoption and implementation of all required policies and procedures, within 30 days of the execution of this agreement and during all subsequent reviews during the Agreement Term. Davis County may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of Davis County's assistance, it is Subrecipient's responsibility to properly comply with all Uniform Guidance requirements. Failure to do so may result in termination of this agreement by Davis County.

1. Universal Identifier and System for Award Management (SAM). Pursuant to 2 C.F.R. Part 25, Subrecipient shall obtain, and provide to Davis County, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.
2. Reporting Subaward and Executive Compensation Information as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by Section 6202 of Public Law 110-252 (the "Transparency Act"), and pursuant to the guidance set forth in 2 C.F.R. Part 170. Subrecipient shall provide Davis County with all information requested by Davis County to enable Davis County to comply with the reporting requirements of the Transparency Act. Subrecipient shall complete the Transparency Act Certification, which is attached to this agreement as Exhibit A: Transparency Act Certification and incorporated into this agreement by this reference. Subrecipient shall also ensure that the Transparency Act Certification is executed by an authorized representative of Subrecipient who has the authority to legally bind the Subrecipient.
3. Suspension and Debarment pursuant to 2 C.F.R. Part 180. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180,. Subrecipient shall complete the Debarment and Suspension Certification, which is attached to this agreement as Exhibit B: Debarment and Suspension Certification and incorporated into this agreement by this reference. Subrecipient shall also ensure that the Debarment and Suspension Certification is executed by an authorized representative of Subrecipient who has the authority to legally bind the Subrecipient. Davis County may terminate this agreement immediately if Subrecipient is or becomes debarred or suspended or if any of Subrecipient's principals are or become debarred or suspended.
4. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 32 CFR Part 28 and 31 U.S. C. §1352. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract,

the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit C: Lobbying Certifications, which is attached to this agreement and incorporated into this agreement by this reference.

- D. **Mandatory Contract Provisions.** Subrecipient shall include contract provisions required by Uniform Guidance and other state and federal laws and regulations, and as otherwise dictated by Davis County, in its contracts with contractors. These mandatory contract provisions must include, but are not limited to, the contract provisions set forth in Exhibit D: Mandatory Contract Provisions, which is attached to this agreement and incorporated into this agreement by this reference.
- E. **Environmental Review & Pre-Award Expenditure.** Subrecipient shall not undertake any physical work nor incur any non-exempt costs on the Project until informed by Davis County and OLDCC that all applicable environmental review procedures and requirements under the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.) have been met.
- F. **Equal Opportunity & Other Requirements.** Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.
 - 1. **Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - 2. **Fair Housing Laws.** Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - 3. **Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - 4. **Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - 5. **Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- G. **Federal Funding Accountability and Transparency Act of 2006.** Subrecipient shall provide Davis County with all information requested by Davis County to enable Davis County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).
- H. **Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Davis County proof of any licensure, certification, permit or accreditation upon request.
- I. **Build America, Buy America Act.** Subrecipient shall ensure all amounts provided through this agreement used to purchase iron, steel, manufactured products, and construction materials for use in the construction, alteration, maintenance, or repair of infrastructure will be procured in the United States per the rules and regulations at 41 U.S.C. 8301. Furthermore, Subrecipient shall cause each of its own subgrantees or subcontractors to comply with this requirement by including the provisions of this subparagraph in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

- J. Publications. Any publications produced with funds from this agreement shall display the following language: “This project is being supported, in whole or in part, by federal award number HQ00052610033 awarded to Davis County, Utah by the Office of Local Defense Community Collaboration.”
- K. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that it is required to:
1. Inform its employees working on any Federal award that they are subject to the whistleblower rights and remedies of the program;
 2. Inform its employees in writing of employee whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce; and
 3. Include such requirements in any agreement made with a subcontractor or subgrantee.
- L. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 C.F.R. § 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
- M. Use of Name. Neither party to this agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.
- N. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if Subrecipient in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to Davis County within 30 days of the execution of this agreement and yearly thereafter during the Agreement Term.
- O. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).
- P. Drug-free Workplace Requirements. Subrecipient agrees to comply with the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code) by providing a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Subrecipient's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed on employees for drug abuse violations.
 3. Making it a requirement that each employee to be engaged in the performance of the grant or agreement be given a copy of the statement required by subsection V.N.1. of this agreement;
 4. Notifying the employee in the statement required by subsection V.N.1 of this agreement that as a condition of employment the employee will:

- a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying OLDCC and Davis County within ten days after receiving notice under subsection V.N.4.b. of this agreement from an employee or otherwise receiving actual notice of a conviction;
 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by Section 8104 of the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code); and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections V.N.1 through V.N.6 of this agreement.

Subrecipient acknowledges and agrees that payment under this agreement may be suspended and this agreement may be terminated by Davis County or OLDCC if Subrecipient violates the Drug-free Workplace Act of 1988 or a number of Subrecipient's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Subrecipient has failed to make a good faith effort to provide a drug-free workplace as required by the Drug-free Workplace Act of 1988.

Subrecipient further acknowledges and agrees that Subrecipient may be suspended or debarred if Subrecipient violates the Drug-free Workplace Act of 1988 or a number of Subrecipient's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Subrecipient has failed to make a good faith effort to provide a drug-free workplace as required by the Drug-free Workplace Act of 1988.

- Q. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this agreement in any publicity and/or signage relating to the funded project or program.
- R. Anti-boycott Israel Act. In accordance with Title 63G, Chapter 27 of the Utah Code Annotated, Subrecipient certifies that it is not currently engaged in a boycott of the State of Israel, and Subrecipient agrees not to engage in a boycott of the State of Israel for the duration of this agreement.

Exhibit A: Transparency Act Certification

Subrecipient Name: Military Installation Development Authority (MIDA)

Award Amount: \$9,268,020

Funding Agency: Office of Local Defense Community Cooperation (OLDCC)

Program Source: Davis County OLDCC award

Award Title (Descriptive of the Purpose): Falcon Hill South End Frontage Road Hill Air Force Base Project

Location of the Subrecipient (including congressional district): Falcon Hill Drive along the west side of I-15 (1st Congressional District of Utah)

Place of performance (including congressional district): Falcon Hill Drive (1st Congressional District)

Subrecipient Unique Entity Identifier (“UEI”): NPE1C3S9WS54

Question

Answer

Did Subrecipient, in its preceding fiscal year, receive:

- 1) 80% or more of its annual gross revenues from federal contracts, subcontracts, grants, subgrants, cooperative agreements, loans, and other financial assistance transactions that authorize its expenditure of federal funds; and
- 2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, subgrants, cooperative agreements, loans, and other financial assistance transactions that authorize its expenditure of federal funds?

If the answer to the question posed to the left is yes, then please mark the “Yes” box and proceed by providing the information required in the table below regarding Subrecipient’s five most highly compensated executives, reading the Attestation below, and having this certification signed by an individual authorized to legally bind the Subrecipient

If the answer to the question posed to the left is no, then please mark the “No” box and proceed by reading the Attestation below and having this certification signed by an individual authorized to legally bind the Subrecipient.

☐ Yes

☐ No

Subrecipient’s Five Most Highly Compensated Executives for Subrecipient’s Preceding Completed Fiscal Year

<u>Name</u>	<u>Title</u>	<u>Total Compensation¹</u>
1.		
2.		
3.		
4.		
5.		

Attestation

By signing below, you attest that the information provided in this certification is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the U.S. Criminal Code.

By: _____

Witness: _____

[NAME]

[NAME]

[TITLE]

[TITLE]

Date: _____

Date: _____

¹ Total Compensation means the cash and noncash dollar value earned by the executive during the Subrecipient’s preceding fiscal year (For information see 17 CFR 229.402(c)(2)).

Exhibit B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this document, the Subrecipient is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the OLDCC may pursue available remedies, including suspension and/or debarment.
3. Subrecipient shall provide immediate written notice to Davis County if at any time Subrecipient learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms applicable to this certification are set forth in 2 C.F.R. Part 180. You may contact Davis County for assistance in obtaining a copy of those regulations.
5. Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation, unless authorized by the OLDCC.
6. Subrecipient agrees that it will include a similar certification in all of its solicitations and contracts relating to this agreement.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the OLDCC may pursue available remedies, including suspension and/or debarment.

Certification

By signing below, Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation.

Signature and Date

[NAME]

[TITLE]

Military Installation Development Authority (MIDA)

Exhibit C: Lobbying Certification

(For Contracts, Grants, Loans, and Cooperative Agreements)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official

[NAME]

[TITLE]

Date _____

Exhibit D: Mandatory Contract Provisions

Subrecipient shall include the following mandatory contract provisions in its contracts with contactors:

- A. In accordance with 41 U.S.C. § 4712, an employee of the Contractor, or an employee of a subcontractor of the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Contractor shall ensure that the requirements in this provision are included in all contracts and purchase orders for work or products relating to this contract.
- B. In accordance with 41 U.S.C. § 4304, the following costs are not allowable under this contract:
 - 1. Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 2. Costs incurred to influence (directly or indirectly) legislative action on any matter pending before the United States Congress, a state legislature, or a legislative body of a political subdivision of a state.
 - 3. Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the federal government where the Contractor or a subcontractor is found liable or had pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).
 - 4. Payments of fines and penalties resulting from violations of, or failure to comply with, federal, state, local, or foreign laws and regulations, except when incurred as a result of compliance with specific terms and conditions of the contract or specific written instructions from the contracting officer authorizing in advance those payments in accordance with applicable provisions of the Federal Acquisition Regulation.
 - 5. Costs of membership in any social, dining, or country club or organization.
 - 6. Costs of alcoholic beverages.
 - 7. Contributions or donations, regardless of the recipient.
 - 8. Costs of advertising designed to promote the Contractor, a subcontractor or its/their products.
 - 9. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
 - 10. Costs for travel by commercial aircraft that exceed the amount of the standard commercial fare.
 - 11. Costs incurred in making any payment (commonly known as a “golden parachute payment”) that is in an amount in excess of the normal severance pay paid by the Contractor or a subcontractor to an employee on termination of employment and paid to the employee contingent on, and following, a change in management control over, or ownership of, the Contractor or a subcontractor or a substantial portion of the Contractor or a subcontractor’s assets.
 - 12. Costs of commercial insurance that protects against the costs of the Contractor or a subcontractor for correction of the Contractor or a subcontractor’s own defects in materials or workmanship.
 - 13. Costs of severance pay paid by the Contractor or a subcontractor to foreign nationals employed by the Contractor under a service contract performed outside the United States, to the extent that the amount of severance pay paid in any case exceeds the amount paid in the industry involved under the customary

or prevailing practice for firms in that industry providing similar services in the United States, as determined under the Federal Acquisition Regulation.

14. Costs of severance pay paid by the Contractor or a subcontractor to a foreign national employed by the Contractor or a subcontractor under a service contract performed in a foreign country if the termination of the employment of the foreign national is the result of the closing of, or the curtailment of activities at, a Federal Government facility in that country at the request of the government of that country.
15. Costs incurred by the Contractor or a subcontractor in connection with any criminal, civil, or administrative proceeding commenced by the federal government or a state.
16. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$625,000 adjusted annually for the U.S. Bureau of Labor Statistics Employment Cost Index for total compensation for private industry workers, by occupational and industry group not seasonally adjusted, except that the executive agency may establish exceptions for positions in the science, technology, engineering, mathematics, medical, and cybersecurity fields and other fields requiring unique areas of expertise upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.
17. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$487,000 per year, adjusted annually to reflect the change in the Employment Cost Index for all workers, as calculated by the Bureau of Labor Statistics, except that the head of an executive agency may establish one or more narrowly targeted exceptions for scientists, engineers, or other specialists upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.

C. In accordance with 2 C.F.R. § 200.404, the Contractor agrees as follows:

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when a project is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the Contractor's business or the proper and efficient performance of the applicable Federal award.
2. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the applicable Federal award.
3. Market prices for comparable goods or services for the geographic area.
4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to Subrecipient and Davis County, their employees, where applicable their students or membership, the public at large, and the federal government.
5. Whether the Contractor significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the applicable Federal award's cost.

D. In accordance with Appendix II to 2 C.F.R. Part 200 (A), the parties agree as follows:

1. Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of Subrecipient's designee. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Subrecipient's designee shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Unless otherwise directed by Subrecipient, the Contractor shall continue performance under this contract while matters in dispute are being resolved.
3. Should either party to this contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within one year after the first observance of such injury or damage.
4. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Subrecipient and the Contractor arising out of or relating to this contract or its breach will be decided by mediation, if the parties mutually agree, or in a court of competent jurisdiction within Davis County, Utah.
5. The duties and obligations imposed by this contract and the rights and remedies available under this contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Subrecipient or the Contractor shall constitute a waiver of any right or duty afforded any of them under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. In accordance with Appendix II to 2 C.F.R. Part 200 (B), the parties agree as follows:

1. Subrecipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Subrecipient's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Subrecipient to be paid to the Contractor. If the Contractor has any property in its possession belonging to Subrecipient, the Contractor will account for the same, and dispose of it in the manner that Subrecipient directs.
2. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Subrecipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Subrecipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Subrecipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete

the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Subrecipient may terminate this contract for default. Subrecipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Subrecipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Subrecipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Subrecipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (Examples of such causes include: acts of God, acts of Subrecipient, acts of another contractor in the performance of a contract with Davis County, epidemics, quarantine restrictions, strikes, and freight embargoes); and
- b. The Contractor, within 10 days from the beginning of any delay, notifies Subrecipient in writing of the causes of delay (If in the judgment of Subrecipient, the delay is excusable, the time for completing the work shall be extended. The judgment of Subrecipient shall be final and conclusive on the parties, but subject to appeal under the disputes clauses).

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Subrecipient.

F. In accordance with Appendix II to 2 C.F.R. Part 200 (C), the parties agree as follows:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer;
 - b. Recruitment or recruitment advertising;
 - c. Layoff or termination;
 - d. Rates of pay or other forms of compensation; and
 - e. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under Section G, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding this section and the provisions of Sections 1 through 8 of Section G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. In accordance with Appendix II to 2 C.F.R. Part 200 (E), the parties agree as follows:

1. Overtime requirements. Neither the Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the section set forth directly above, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor or such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the section set forth directly above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the section set forth directly above.
3. Withholding for unpaid wages and liquidated damages. The OLDCC, Davis County, or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or a subcontractor under any such contract or any other federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or a subcontractor for unpaid wages and liquidated damages as provided in the section set forth directly above.
4. Subcontracts. The Contractor or a subcontractor shall insert in any subcontracts the clauses set forth in Sections 1 through 4 of Section H and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 1 through 4 of Section H.

The parties further agree as follows:

1. The Contractor or a subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
2. Records to be maintained under the section set forth directly above shall be made available by the Contractor or a subcontractor for inspection, copying, or transcription by authorized representatives of the OLDCC, and the Contractor or a subcontractor will permit such representatives to interview employees during working hours on the job.

H. In accordance with Appendix II to 2 C.F.R. Part 200 (G), the parties agree as follows:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended). The Contractor agrees to report each violation to Subrecipient and understands and agrees that Subrecipient will, in turn, report each violation as required to assure notification to the OLDCC and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the OLDCC.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (as amended). The Contractor agrees to report each violation to Subrecipient and understands and agrees that Subrecipient will, in

turn, report each violation as required to assure notification to the OLDCC and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the OLDCC.

I. In accordance with Appendix II to 2 C.F.R. Part 200 (H), the parties agree as follows:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Subrecipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the procurement process and throughout the period of any contract that may arise from the procurement process. The Contractor, as a bidder or proposer, further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. In accordance with Appendix II to 2 C.F.R. Part 200 (I), the parties agree as follows:

1. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.
2. The following certification language must be included for contracts, grants, loans, and cooperative agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of the Contractor's Authorized Official

Name and Title of the Contractor's Authorized Official

Date

K. In accordance with Appendix II to 2 C.F.R. Part 200 (J) and 2 C.F.R. 200.323, the parties agree as follows:

In accordance with 2 C.F.R. 200.323, in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. In accordance with Appendix II to 2 C.F.R. Part 200 (K) and 2 C.F.R. 200.216, the parties agree as follows:

Subrecipient and the Contractor are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

M. In accordance with Appendix II to 2 C.F.R. Part 200 (L) and 2 C.F.R. 200.322, the parties agree as follows:

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. In accordance with 2 C.F.R. 200.329 (d), the parties agree as follows:

For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

O. In accordance with 2 C.F.R. 200.329 (e), the parties agree as follows:

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Contractor must inform Subrecipient and Subrecipient must then inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

- 1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

P. In accordance with 2 C.F.R. 200.329 (f), the parties agree that the Federal awarding agency may make site visits as warranted by program needs.

Q. In accordance with 2 C.F.R. 200.308 (h), (i), and (j), the parties agree as follows:

The Contractor must request prior written approval promptly from Subrecipient and Subrecipient must then request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph 1, 2, or 3 of this section applies:

1. The revision results from changes in the scope or the objective of the project or program.
2. The need arises for additional federal funds to complete the project.
3. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. Part 200, Subpart E.

No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

R. In accordance with 2 C.F.R. 200.308 (i), the parties agree that when requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

S. In accordance with 2 C.F.R. 200.308 (j), the parties agree as follows:

Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

T. In accordance with Title VI of the Civil Rights Act of 1964, the parties agree that the Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the OLDCC, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the OLDCC, and herein incorporated by reference and made a part of this contract or agreement. The Contractor must require any contractors or subcontractors to agree to this language and must incorporate this language in every contract or agreement relating to this RFP.

U. The Contractor shall obtain all applicable federal, state, and local licenses to provide the goods or perform the services under this contract. These licenses must be maintained by the Contractor for the duration of the contract.

V. The Contractor shall be registered with the Utah Department of Commerce, Division of Corporations and Commercial Code. The Contractor may obtain forms and information regarding this registration requirement by calling (801) 530-4849 or 1-877-526-3994, or by accessing the following website: www.commerce.utah.gov.

W. Utah law governs any judicial, administrative, or other action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-25

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPOINTING JED WEBB AS MEMBER OF THE MIDA MOUNTAIN VETERANS PUBLIC INFRASTRUCTURE DISTRICT BOARD OF TRUSTEES

WHEREAS, Utah County has previously designated, and MIDA has previously approved Ezra Nair, Utah County Manager, to serve on the MIDA Mountain Village Public Infrastructure District (“MVP PID”) Board of Trustees, representing Utah County; and

WHEREAS, Ezra Nair recently concluded his role as Utah County Manager, and MIDA now finds it expedient to appoint a new Trustee representing Utah County to replace Ezra Nair on the MVP PID Board of Trustees; and

WHEREAS, the Utah County Commission has designated Jed Webb as Ezra Nair’s replacement as Utah County Manager; and

WHEREAS, MIDA Executive Director, Dan Hemmert, recommends that Jed Webb to replace Ezra Nair as a MVP PID Board member representing Utah County; and

WHEREAS, MIDA finds it expedient that Jed Webb represent Utah County as a board member of the MVP PID, and to thank Ezra Nair for his former service to the MVP PID Board; and

NOW, THEREFORE, BE IT RESOLVED by the MIDA Board that:

Jed Webb is appointed to the MVP PID Board of Trustees representing Utah County, replacing Ezra Nair.

PASSED AND APPROVED this 22nd day of October, 2026.

Military Installation Development Authority

J. Stuart Adams
Chair

Attest:

MIDA Records Officer

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2026-26

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) ADOPTING IN LIEU FEES FOR THE MIDA MILITARY RECREATION FACILITY PROJECT AREA (“MRF PROJECT AREA”) IN ACCORDANCE WITH THE TERMS OF THE AMENDED AND RESTATED WEST SIDE INTERLOCAL COOPERATION AGREEMENT BETWEEN MIDA AND WASATCH COUNTY.

WHEREAS, MIDA and Wasatch County entered into the Amended and Restated West Side Interlocal Cooperation Agreement dated March 7, 2023 (the “Interlocal Agreement”), whereby MIDA agreed to assess ‘In Lieu Fees’ in place of certain county impact fees within that portion of the MRF Project Area for which MIDA is the land use authority; and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the amount of the In Lieu Fees were developed after consideration of the County impact fees in effect as of the effective date of the Interlocal Agreement; and

WHEREAS, Wasatch County has conducted an appropriate study, which is a written analysis prepared by Zions Public Finance entitled “Wasatch County Parks and Trails Impact Fee Analysis dated January 2026 (the “Study”) and has updated the its Parks and Recreation Impact Fee by adopting the Study and an updated Parks and Recreation Fee in Wasatch County Ordinance 26-06B, adopted on May 20, 2026; and

WHEREAS, Section 2.01(B)(2)(n) of the MRF Development Standards and Guidelines provides that MIDA may rely on previous studies, such as those conducted by Wasatch County, and may adopt impact fees and the In Lieu Fees are a form of impact fee; and

WHEREAS, in keeping with the Interlocal Agreement’s adoption of Wasatch County Impact fees as the basis for the In Lieu Fees set forth in the Interlocal Agreement, and in reliance upon the Study conducted for and adopted by Wasatch County, which has been provided to the MIDA Board, the MIDA Board does hereby find that it is in the best interest of the MRF Project Area and consistent with the terms of the Interlocal Agreement to adopt In Lieu Fees identical to the Wasatch County Impact Fees as set forth in Wasatch County Ordinance 26-2-06B for the portion of the MRF Project for which MIDA is the land use authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD as follows:

That the Study is hereby adopted and that the In Lieu Fees, as set forth in the Interlocal Agreement are hereby set at the same rates as those impact fees set forth in Wasatch County Ordinance 26-06B, which was adopted by the Wasatch County Council on May 20, 2026.

PASSED, APPROVED AND MADE EFFECTIVE by the MIDA Board this 22nd day of October 2026.

Military Installation Development Authority

J. Stuart Adams, Chair

Attest:

Morgan Nebeker, MIDA Records and
Public Meetings Administrator



Zions Public Finance, Inc
for
Wasatch County

**Wasatch County
Parks & Trails**
Impact Fee Analysis

January 2026

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Executive Summary

Background

Wasatch County, Utah (“County”) has created this Parks and Trails Impact Fee Analysis (“IFA”) in accordance with all legal requirements of Utah Code 11-36a. New development will place increased demand on existing park and trail facilities and therefore is responsible for contributing its fair share of the capital costs necessitated by new development.

Demand for park and trail facilities comes from residential development and the associated population growth. Commercial development is not considered to create more demand on park and trail facilities and is therefore not included in the calculation of impact fees. Projected population growth in the County is estimated as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2025-2035

Year	Total County Population
2025	41,476
2026	42,735
2027	44,033
2028	45,370
2029	46,748
2030	48,168
2031	49,210
2032	50,275
2033	51,363
2034	52,474
2035	53,609
Population Growth, 2025-2035	12,134

Source: MAG Population Projections, ZPFI

There is one service level countywide for parks and trails, with no excess capacity in the parks and trails facilities.

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a)

The Wasatch County Parks and Trails Impact Fee Facilities Plan (“IFFP”) considers only system-wide park and trail facilities for the purpose of calculating impact fees. Project-wide park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the County, a system-wide park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2025 levels of service in the County for parks and trails. The County manages a total of 77 park acres. This results in a standard of 1.86 park acres per 1,000 persons.

For trails, the County has a total of 9,504 linear feet of asphalt. This means the County provides 0.229 linear feet of asphalt trails per capita.

TABLE 2: EXISTING AND PROPOSED IMPACT-FEE ELIGIBLE LEVELS OF SERVICE (LOS)

Category	Existing LOS	Proposed LOS
Parks (acres, with improvements, per 1,000 person)	1.86	1.86
Asphalt Trails (linear feet per capita)	0.234	0.234

Source: Wasatch County, ZPFI

Impact on System Improvements by Anticipated Development

Utah Code 11-36a-304(1)(b)

Table 3 shows the declining service levels that will occur in the County due to the projected population growth in the next ten years if no new facilities are added. Service levels are shown in terms of acres per 1,000 persons for parks, linear feet per capita for trails, and in terms of cost per capita.

TABLE 3: IMPACTS TO SERVICE LEVELS DUE TO NEW DEVELOPMENT IF NO IMPROVEMENTS ARE MADE

Category	2025 Service Levels	2035 Service Levels	Investment LOS 2025 per Capita	Investment LOS 2035 per Capita
Parks	1.86	1.44	\$843.27	\$652.41
Asphalt Trails	0.234	0.181	\$9.37	\$7.25

Source: Wasatch County, ZPFI

Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c)

The demand placed on existing public park and trail facilities by new development activity is attributable to population growth. The County has a 2025 population of 41,476 and, because of anticipated development activity, will grow to a projected population of 53,609 by 2035 – an increase of 12,134 persons. As growth occurs because of increased development activity, more parks and trail facilities are needed to maintain existing service levels and to reach proposed service levels.

To maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of park facilities in the amount of \$10,231,913 and trail facilities in the amount of \$113,684.

TABLE 4: NEW FACILITIES COSTS NEEDED TO MEET THE DEMANDS OF NEW GROWTH, 2025-2035

Category	Amount
Parks	\$10,231,913
Asphalt Trails	\$113,684
Total	\$10,345,597

Source: Wasatch County, ZPFI

Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii)

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, interest costs on bonds, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 5: CALCULATION OF COST PER CAPITA

Summary	Cost per Capita
Parks	\$843.27
Trails	\$9.37
Event / Recreation Center	\$337.93
Interest Cost	\$14.46
Consultant Cost	\$0.82
Fund Balance	\$0.00*
Total per Capita Cost Before Credits	\$1,205.86
*The total fund balance of \$1,462,645 has been applied to the outstanding bond	

Credits are required for an outstanding bond and the current impact fee fund balance. In the calculations, the fund balance has been applied to the outstanding bond amount.

TABLE 6: BOND CREDIT SUMMARY

Description	Amount
Remaining P+I	\$3,788,200
Less: Impact Fee Fund Balance	\$1,462,645
Remaining Bond Balance	\$2,325,555
% of Bond Remaining after Fund Balance Reduction	61%
% to Existing	60%

The cost per capita of the remaining bond amount is credited against cost per capita, which is multiplied by the average household size of 2.97 to arrive at the maximum impact fee that can be charged.

TABLE 7: MAXIMUM IMPACT FEES

Year	P+I	Adjusted P+I	Cost per Capita	NPV	Max Cost per Capita	Max Cost per Residential Unit
2025	\$632,400	\$233,686	(\$5.63)	(\$26.65)	\$1,179.53	\$3,503.21
2026	\$632,400	\$233,686	(\$5.47)	(\$22.34)	\$1,183.83	\$3,515.99
2027	\$631,600	\$233,391	(\$5.30)	(\$17.99)	\$1,188.19	\$3,528.91
2028	\$630,000	\$232,800	(\$5.13)	(\$13.59)	\$1,192.59	\$3,541.98
2029	\$632,600	\$233,760	(\$5.00)	(\$9.14)	\$1,197.04	\$3,555.20
2030	\$629,200	\$232,504	(\$4.83)	(\$4.60)	\$1,201.58	\$3,568.70
2031	\$0	\$0	\$0.00	\$0.00	\$1,205.86	\$3,581.40

Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

Impact Fee Credits

There is one bond outstanding and therefore a credit must be made to ensure that new development does not pay more than its fair share. Additionally, there is an impact fee balance to credit as well. This balance has been applied to the bond amount outstanding.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly developed park or trail properties.

Chapter 1: Utah Code Legal Requirements

Preparation of Impact Fee Analysis

Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The County has retained Zions Public Finance, Inc. (“ZPFI”) to prepare this Impact Fee Analysis (“IFA”) in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- i. Anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
- ii. Anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- iii. How anticipated impacts are reasonably related to the anticipated development activity;
- iv. The proportionate share of:
 - a. Costs for existing capacity that will be recouped; and
 - b. Costs of impacts on system improvement that are reasonably related to the new development activity; and
 - c. How the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- i. The cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- ii. The cost of system improvements for each public facility;
- iii. Other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- iv. The relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;
- v. The relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- vi. The extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- vii. Extraordinary costs, if any in servicing the newly developed properties; and
- viii. The time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees

Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

- i. Construction contract price;
- ii. Cost of acquiring land, improvements, materials, and fixtures;
- iii. Cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
- iv. For a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis

Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment

Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The County has complied with this noticing requirement for the IFA by posting notice.

Chapter 2: Impact Fee Analysis

Utah Code allows cities to include only system parks for the purpose of calculating impact fees. Project parks and trails cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the County and the consultants, a system park is defined as a park that serves more than one local development area.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a)

“An impact fee analysis shall identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity.”

The County has not identified any existing excess capacity in its parks and trails system.

Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b)

“An impact fee analysis shall identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility.”

The County will need to acquire additional parks and trails facilities in order to maintain its existing service levels. Service levels will decline because of population growth unless new facilities are constructed or acquired. Impact fees will be used to maintain the existing service levels for parks and trails facilities.

Demand Placed on Facilities by New Development Activity

Park Service Levels

The following two tables show the declining service levels that will occur in the County due to the projected population growth in the next ten years if no new facilities are added. The park acres will decrease from 1.86 acres per 1,000 persons in 2025 to 1.44 acres per 1,000 residents in 2035 if no new improvements are made.

TABLE 8: IMPACTS TO PARK SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Land Acres per 1000 Persons if No New Facilities	Additional Land (Acres) Needed
2025	41,476		1.86	
2026	42,735	1,260	1.80	2.34
2027	44,033	1,298	1.75	2.41
2028	45,370	1,337	1.70	2.48
2029	46,748	1,378	1.65	2.56
2030	48,168	1,420	1.60	2.64
2031	49,210	1,042	1.56	1.93
2032	50,275	1,065	1.53	1.98

Year	Population	Population Growth	Land Acres per 1000 Persons if No New Facilities	Additional Land (Acres) Needed
2033	51,363	1,088	1.50	2.02
2034	52,474	1,111	1.47	2.06
2035	53,609	1,135	1.44	2.11
Total		12,134		22.53

Park improvement service levels will decline from \$843.27 per capita in 2025 to \$652.41 in 2035 if no new improvements are made. To maintain existing service levels, additional investment of over \$10.2 million will be necessary by 2035.

TABLE 9: IMPACTS TO PARK SERVICE INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita If No New Facilities	Additional Investment Needed
2025	41,476		\$843.27	
2026	42,735	1,260	\$818.42	\$1,062,198
2027	44,033	1,298	\$794.29	\$1,094,457
2028	45,370	1,337	\$770.88	\$1,127,695
2029	46,748	1,378	\$748.16	\$1,161,944
2030	48,168	1,420	\$726.11	\$1,197,232
2031	49,210	1,042	\$710.73	\$878,818
2032	50,275	1,065	\$695.68	\$897,832
2033	51,363	1,088	\$680.95	\$917,257
2034	52,474	1,111	\$666.53	\$937,103
2035	53,609	1,135	\$652.41	\$957,378
Total		12,134		\$10,231,913

Asphalt Trail Service Levels

The following two tables show the declining service levels that will occur to asphalt trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of asphalt trails will decrease from 0.234 linear feet per 1,000 persons in 2025 to 0.181 linear feet per 1,000 residents in 2035 if no new improvements are made.

TABLE 10: IMPACTS TO ASPHALT TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Linear Feet per 1000 Persons if No New Facilities	Additional Linear Feet Needed
2025	41,476		0.234	
2026	42,735	1,260	0.227	295.05
2027	44,033	1,298	0.221	304.01
2028	45,370	1,337	0.214	313.24
2029	46,748	1,378	0.208	322.75
2030	48,168	1,420	0.202	332.55
2031	49,210	1,042	0.197	244.11

Year	Population	Population Growth	Linear Feet per 1000 Persons if No New Facilities	Additional Linear Feet Needed
2032	50,275	1,065	0.193	249.39
2033	51,363	1,088	0.189	254.79
2034	52,474	1,111	0.185	260.30
2035	53,609	1,135	0.181	265.93
Total		12,134		2,842.10

Asphalt trail improvement service levels will decline from \$9.37 per capita in 2025 to \$7.25 in 2035 if no new improvements are made. To maintain existing service levels, additional investment of over \$113,000 will be necessary by 2035.

TABLE 11: IMPACTS TO ASPHALT TRAIL INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita If No New Facilities	Additional Investment Needed
2025	41,476		\$9.37	
2026	42,735	1,260	\$9.09	\$11,802
2027	44,033	1,298	\$8.83	\$12,160
2028	45,370	1,337	\$8.57	\$12,530
2029	46,748	1,378	\$8.31	\$12,910
2030	48,168	1,420	\$8.07	\$13,302
2031	49,210	1,042	\$7.90	\$9,764
2032	50,275	1,065	\$7.73	\$9,976
2033	51,363	1,088	\$7.57	\$10,191
2034	52,474	1,111	\$7.41	\$10,412
2035	53,609	1,135	\$7.25	\$10,637
Total		12,134		\$113,684

Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c)

“An impact fee analysis shall subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity.”

The demand placed on existing public parks and trails facilities by new development activity is attributable to population growth. The County has a 2025 population of 41,476 and as a result of anticipated development activity will grow to a projected population of 53,609 by 2035 – an increase of 12,134 persons. As growth occurs as a result of increased development activity, more parks and trails facilities are needed to maintain existing service levels and to reach proposed service levels.

Chapter 3: Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii)

“An impact fee analysis shall estimate the proportionate share of costs for existing capacity that will be recouped; and the costs of impacts on system improvements that are reasonably related to the new development activity.”

Costs Reasonably Related to Development Activity

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, interest costs on bonds, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

Parks

The cost per capita for park improvements is \$843.27.

TABLE 12: PARK IMPROVEMENT COST PER CAPITA

Description	Amount
Impact-Fee Eligible Park Acres	77
Population 2025	41,476
Existing LOS - Park Acres per 1,000	1.86
Improvement Value	\$34,975,168
Investment per Capita	\$843.27

Asphalt Trails

The cost per capita for asphalt trail improvements is \$9.37.

TABLE 13: ASPHALT TRAIL IMPROVEMENT COST PER CAPITA

Description	Amount
Impact-Fee Eligible Trail Linear Feet	9,715
Population 2025	41,476
ELOS - Linear Feet per Capita	0.234
Cost per Linear Foot	\$40.00
LF Needed 2025-2035	2,842
Impact-Fee Eligible Cost, 2025-2035	\$113,684
Population Growth, 2025-2035	12,134
Cost per Capita	\$9.37

Event/Recreation Center

The cost per capita for the County event/recreation center is \$338.26.

TABLE 14: EVENT/RECREATION IMPROVEMENT COST PER CAPITA

Description	Amount
Actual Cost (including land and parking)	\$23,285,032
Total Capacity - 2050 Population	68,904
Cost per Capita	\$337.93

Bond Interest

The Impact Fee Act allows for interest charges on bonds to be included in the total calculations of impact fees. The County has an outstanding bond for the event/recreation center. The interest cost per capita is \$14.46.

TABLE 15: BOND INTEREST COST PER CAPITA

Description	Amount
Total Interest	\$996,233.33
Capacity Population Served	68,904
Interest Cost per Capita	\$14.46

Consultant Costs

The consultant cost per capita to prepare the IFFP and IFA is \$0.82 per capita.

TABLE 16: CONSULTANT COST PER CAPITA

Description	Amount
Consultant Cost	\$10,000
Population Growth, 2025-2035	12,134
Cost per Capita	\$0.82

Parks & Trails Impact Fee Fund Balance

The County currently has a fund balance of \$1,462,645 in its Parks & Trails Impact Fee Fund. This requires a credit to be made against the total cost per capita. For the County, this has been applied to its outstanding bond payments.

Parks & Trail Impact Fee Cost per Capita before Credits

The total cost per capita of the County's Parks & Trails Impact Fee is calculated to be \$1,206.18 before credits are made for the outstanding bond.

TABLE 17: CALCULATION OF COST PER CAPITA BEFORE CREDITS

Summary	Cost per Capita
Parks	\$843.27
Trails	\$9.37
Event / Recreation Center	\$337.93
Interest Cost	\$14.46
Consultant Cost	\$0.82
Fund Balance	\$0.00
Total per Capita Cost Before Credits	\$1,205.86

Impact Fee Credits**Utah Code 11-36a-304(1)(e)**

"An impact fee analysis shall, based on the requirements of this chapter, identify how the impact fee was calculated."

The County currently has an outstanding Lease Revenue Refunding Bond Series 2021 that was issued in the amount of \$4.7 million that was used to pay for the event/recreation center. To ensure that new

development does not pay more than its fair share, a credit must be made against the impact fee cost per capita.

The final payment on that bond is anticipated to be paid in 2030. After accounting for the impact fee fund balance reduction, a total of \$2,325,555 of principal and interest is due on this bond until maturity, or 61% of the current remaining principal and interest. Based on current population estimates, 60% of the bond benefits existing development, with 40% attributable to new development.

The following table shows the cost per capita for the bond credit.

TABLE 18: BOND CREDIT BY YEAR

Year	P+I	Adjusted P+I	Cost per Capita	NPV
2025	\$632,400	\$233,686	(\$5.63)	(\$26.65)
2026	\$632,400	\$233,686	(\$5.47)	(\$22.34)
2027	\$631,600	\$233,391	(\$5.30)	(\$17.99)
2028	\$630,000	\$232,800	(\$5.13)	(\$13.59)
2029	\$632,600	\$233,760	(\$5.00)	(\$9.14)
2030	\$629,200	\$232,504	(\$4.83)	(\$4.60)

To calculate the maximum impact fee, the bond credit is applied to the cost per capita, and that total is multiplied by the County's average household size of 2.97.

TABLE 19: MAXIMUM IMPACT FEE BY YEAR

Year	Cost per Capita	Bond Credit	Maximum Impact Fee per Residential Unit
2025	\$1,205.86	(\$26.65)	\$3,502.26
2026	\$1,205.86	(\$22.34)	\$3,515.04
2027	\$1,205.86	(\$17.99)	\$3,527.96
2028	\$1,205.86	(\$13.59)	\$3,541.03
2029	\$1,205.86	(\$9.14)	\$3,554.25
2030	\$1,205.86	(\$4.60)	\$3,567.74
2031	\$1,205.86	(\$0.00)	\$3,581.40

Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)

"An impact fee analysis shall identify, if applicable: other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, federal taxes, or federal grants."

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. These fees are usually implemented to help reduce the economic burden on local jurisdictions that are trying to deal with population and commercial growth within the area. As a matter of policy and legislative discretion, a local government may choose to have new development

pay the full cost of its share of new public facilities if the facilities would not be needed except to service new development. However, local governments may use other sources of revenue to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost and the other sources of revenue. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

At the current time, no other sources of funding other than impact fees have been identified, but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly.

Additional system-wide park land and recreation facility improvements beyond those funded through impact fees that are desired to maintain a higher proposed level of service will be paid for by the community through other revenue sources such as user charges, special assessments, GO bonds, general taxes, etc.

Extraordinary Costs and Time Price Differential

Credits may be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the County in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item for which a developer receives credit should be included in the IFFP and must be agreed upon with the County before construction begins.

It is not anticipated that there will be any extraordinary costs in servicing newly developed park, recreation, or trail properties.

Certification

Zions Bank Public Finance certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

WASATCH COUNTY

ORDINANCE NO. 26-06 B

AN ORDINANCE AMENDING THE CURRENT IMPACT FEE ORDINANCE TO ADD IMPACT FEES FOR PARKS & TRAILS FACILITIES, IN WASATCH COUNTY, STATE OF UTAH

WHEREAS, Wasatch County ("County") has been continuing to experience substantial new development and growth pressure which create a demand for adequate public facilities and infrastructure which are reasonably related to and necessary in order to service anticipated future growth; and

WHEREAS, the County is authorized to enact impact fees for public facilities in accordance with the provisions of the Utah Impact Fees Act, Utah Code Ann. §11-36a-101, et seq.; and

WHEREAS, the County previously reviewed, evaluated, and its existing impact fees ordinance and capital facilities plans for Public Safety and Transportation;

WHEREAS, the County has recently determined the need to add Parks & Trails capital facility projects; and find it necessary to impose impact fees for such projects; and

WHEREAS, the County has requested a written analysis to be prepared by Zions Public Finance, Inc. which includes a capital facilities plan and impact fee analysis for Parks and Trails; and

WHEREAS, the written analysis prepared by Zions Public Finance, Inc. has identified and analyzed the proportionate share of the impacts of public facilities which are reasonably related to and necessary to serve anticipated future growth; and

WHEREAS, a copy of the reports from and Zions Public Finance, Inc. providing an updated written analysis of capital facilities planning and impact fees has been available for public review and inspection for at least 14 days as required by the Utah Impact Fees Act, and

WHEREAS, the County has complied with all applicable notice and public hearing requirements as established under the Utah Impact Fees Act and related statutes; and

WHEREAS, a public hearing was held before the Wasatch County Council on Wasatch County Council on May 6, 2026 to receive public input and comment on the proposed adoption of this amended impact fees enactment; and

WHEREAS, the impact fees established by this ordinance are reasonably related to the cost of providing such public facilities necessitated by anticipated future growth within the County and do not exceed the highest fee justified by the written analysis; and

WHEREAS, after consideration of all the relevant factors, the Legislative Body of Wasatch County finds and determines that it is in the best interests of the health, safety and general welfare of its current and future residents to adopt this ordinance in order to provide for adequate public facilities to service anticipated future growth and development, the need for which is reasonably related to and created by the anticipated further growth;

NOW THEREFORE, The County Legislative Body of Wasatch County Ordains As Follows:

SECTION I: **Repealer.** If any provisions of the County Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: **Enactment.** Section 4.08 of the Wasatch County Code is hereby amended as follows:

4.08.1 Intent

The County Legislative Body finds and determines that it is in the best interests of the health, safety, and general welfare of its current and future citizens to adopt impacts fees for transportation facilities, parks and recreational facilities, and public safety facilities in Wasatch County to provide for adequate public facilities to service anticipated future growth and development, the need for which is reasonably related to and created by the anticipated future growth.

4.08.2 Adoption of Impact Fee analysis and Capital Facilities Plans

The County Legislative Body hereby adopts the report prepared by Lewis Young Robertson & Burningham entitled "Impact Fee Analysis", dated September 2021 and the capital facilities plans and analysis as the basis for each of the ~~ional and~~ public safety impact fees in question, as amended.

The County Legislative Body also adopts the written analysis to be prepared by Jones & DeMille Engineering dated June 2024 and the report prepared by Zions Public Finance, Inc. entitled "Transportation Impact Fee Analysis," dated June 2024 and the capital facilities plan and analysis used as the basis for the transportation impact fees in question, as amended.

The County Legislative Body also adopts the written analysis prepared by Zions Public Finance entitled "Wasatch County Parks & Trails Impact Fee Analysis," dated January 2026 and the Impact Fee Facilities Plan used as the basis for the Parks and Recreation fees in question, as amended.

A copy of these reports shall be maintained in the Planning Office and made available upon request.

4.08.3 Service Areas

The following service **area is** hereby established within Wasatch County as reflected in the **Public Safety "Impact Fee Analysis"** dated September 2021 and the **"Transportation Impact Fee Analysis"** dated June 2024 **and the "Parks & Trails Impact Fee Analysis"** dated January 2026:

1. Countywide Service Area. This service area for Public Safety, Transportation, and Parks & Trails includes all of the land located within the boundaries of Wasatch County.

4.08.4 Impact Fees Imposed

Impact fees are hereby imposed for any development activity in Wasatch County that creates additional demand and need for public facilities for public safety as set forth in "Impact Fee Analysis" dated September 2021; and for transportation facilities as set forth in "Transportation Impact Fee Analysis" **dated June 2024 and for parks and trails as set forth in the January 2026 analysis all of which** are incorporated by reference herein. Base impact fees are shown in the schedules included herein and are the maximum supportable impact fees which can be assessed. Adjustment to these fees may be made as provided in section 4.08.08 herein.

COUNTY GENERAL SERVICE AREA IMPACT FEES

Transportation					
Land Use Group	ITE Code	ITE Land Use Category	Unit of Measure	Maximum Impact Fee Allowable	Impact Fee Enacted
Industrial	110	Light Industrial	1,000 sq ft	\$999.53	\$999.53
Residential	210	Single family house	dwelling	1,445.48	1,445.48
	220	Multifamily housing (low-rise)	dwelling	784.25	784.25
	221	Multifamily housing (mid-rise)	dwelling	599.72	599.72
	222	Multifamily housing (high-rise)	dwelling	492.08	492.08
Public Education	520	Public Elementary School	Students	246.04	246.04
	525	Public High School	Students	230.66	230.66
Office	710	General Office	1,000 sq ft	2,214.35	2,214.35
Commercial Retail/Service	820	Shopping Center	1,000 sq ft	3,712.11	3,712.11
For uses not listed, a fee of \$1,537.74 per PM peak trip rate applies as calculated by the most recent edition of the Institute of Traffic Engineers (ITE) Trip Generation Manual or by providing a traffic study showing the PM peak trip rate.					

Public Safety			
		Maximum Impact Fee Allowable	Impact Fee Enacted
	Single-family (per ERU)	\$278	\$278
	General Commercial (per 1,000 sq ft)	556	556
	Industrial (per 1,000 sq ft)	33	33

Parks and Trails:		Maximum Impact Fee Allowable	Impact Fee Enacted
	Single-family (per ERU)	\$ 3,515.99	\$ 3,515.99
	Duplex and multi-family (per ERU)	3,444.32	3,444.32

4.08.5 Definitions

The terms used in this section shall have the same meaning as the definitions in Title 11, Chapter 36a, Part 1 of the Utah Code, "The Impact Fees Act", as amended.

4.08.6 Time and Manner of Collection

The impact fees imposed pursuant to this section shall be payable prior to the issuance of a building permit by Wasatch County, or by a Participating Municipality, as defined herein.

4.08.7 Participating Municipalities

Impact fees adopted pursuant to this section may be imposed and collected by either the County or a Participating Municipality on new development within a Participating Municipality pursuant to an interlocal agreement with the County under the provisions of Title 11, Chapter 13 of the Utah Code, as amended. Any impact fees collected by a Participating Municipality shall be transferred to the County for deposit and expenditure in accordance with the terms and conditions of this ordinance. In the event of annexation of additional unincorporated land by a Participating Municipality, the relevant service area boundary as set forth above shall be deemed to have been changed by operation of law without the need for further action by the County Legislative Body.

4.08.8 Adjustment of Impact Fee

A. The County may adjust the impact fees imposed pursuant to this **section** as necessary in order to:

1. respond to unusual circumstances in specific cases;
2. respond to a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected;
3. ensure the impact fee is imposed fairly;
4. permit the adjustment of the amount of the fee based upon studies and data submitted by the applicant as approved by the County Legislative Body to ensure that the fee represents the proportionate share of the costs of providing public facilities which are reasonably related to and necessary **in order** to provide the services in question to anticipated future growth and development activity;
5. allow credits against impact fees for the dedication of land for a system improvement, and for when a development activity a) builds and dedicates some or all of a system improvement, b) dedicates a public facility that the county and applicant agree will reduce the need for a system improvement, or c) improves or constructs any system improvements which are identified in the relevant capital facilities plan or are dedicated to the public and offset the

need for an identified system improvement if required by the County as a condition of development approval. No credits shall be given for project improvements. The determination of what constitutes a project improvement will, of necessity, vary somewhat depending on the specific facts and circumstances presented by the nature, size, and scope of any particular development activity. All new development activity will be required to install site improvements and facilities that are reasonably necessary to service the proposed development at adopted level of service standards; and

6. Exempt affordable housing and other development activities with broad public purposes from impact fees as may be allowed by state law and establish one or more sources of funds other than impact fees to pay for that development activity.

B. The Director of the Planning Department or his or her designee ("Director") shall have the authority to make such adjustments based upon studies and data submitted by an applicant and any recommendations from appropriate County staff and consultants.

C. The County may adopt policies consistent with this ordinance and any resolutions passed by the County Legislative Body to assist in the implementation, administration, and interpretation of this ordinance.

4.08.9 Accounting, Expenditure and Refund of Impact Fee

Impact fees imposed under this ordinance shall be accounted for, expended, and refunded in accordance with Title 11, Chapter 36a, Part 6 of the Utah Code, as amended.

4.08.10 Administrative Challenges and Appeals Procedure

A. Any person or entity required to pay an impact fee who believes the fee does not meet the requirements of law may file a written request for information with the County as provided in Title 11, Chapter 36a, Part 7 of the Utah Code, as amended. Within two weeks of the request, the County shall provide the person or entity with the written impact fee analysis, the capital facilities plan, and **with** any other relevant information relating to the impact fee.

(2) Any person or entity residing in or owning property within the County who believes an impact fee or fees do not meet the requirements of law or who wishes to challenge the fee shall file a written appeal with the Director within **30** days after payment of the fee or fees. The written appeal shall set forth the factual and legal grounds supporting the appeal. The Director, with the assistance of the County Attorney, staff, and consultants, shall make a written recommendation to the County Legislative Body and shall schedule a public hearing before the County Legislative Body for the purpose of receiving comment from all interested persons. The County Legislative Body shall render its decision on the appeal no later than 30 days after the date the appeal was filed.

(3) Any person or entity dissatisfied with the decision of the County Legislative Body may petition the District Court for review in accordance with Title 11, Chapter 36a, Part 7, as amended. The petition for review shall be filed in the Fourth District Court, in and for Wasatch County, State of Utah. The Court shall affirm the decision of the County Legislative Body if it is supported by substantial evidence in the record.

4.08.11 Arbitration Proceedings

A person or entity intending to challenge an impact fee or fees may file a written request for arbitration and arbitrate the challenge in accordance with the requirements of Title 11, Chapter 36a, Part 7 of the Utah Code, as amended.

4.08.12 Severability

If any provision of this impact fee ordinance is deemed by a Court of competent jurisdiction to be unenforceable or invalid, that determination shall not affect the enforceability or validity of the remaining provisions.

SECTION III: Effective Date. This Ordinance shall become effective 90 days after execution by the Chair of the County Council and the completion of public notice requirements imposed by state statute.

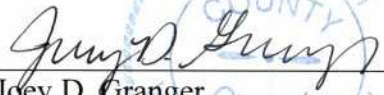
SECTION IV: Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION V: Public Notice. The Wasatch County Clerk, and ex officio Clerk of the Wasatch County Council, is hereby ordered, in accordance with the requirements of Section 17-53-208, Utah Code Annotated, 1953, as amended, to do as follows:

- a. Enter at length this ordinance in the ordinance book;
- b. Deposit a copy of this ordinance in the office of the County Clerk;
- c. Publish a short summary of this ordinance, together with a statement that a complete copy of the ordinance is available at the County Clerk's office and with the name of the members voting for and against the ordinance, for at least one publication in a newspaper published in and having general circulation in the county; or post a complete copy of this ordinance in nine (9) public places within the County.

APPROVED and PASSED this 20 day of May, 2026.

Attest:


Joey D. Granger,
Wasatch County Clerk/Auditor

WASATCH COUNTY COUNCIL:


Erik Rowland,
Wasatch County Council Chair

Erik Rowland, Chair
Kendall Crittenden, Vice-Chair
Michael Murphy

VOTE

Y
—
—
—

Colleen Bonner
Mark Nelson
Spencer Park
Luke Searle

y
y
y
y

ADOPTION OF ORDINANCE AFFIDAVIT

STATE OF UTAH)
 : ss.
 COUNTY OF WASATCH)

I, the undersigned, the duly qualified and acting County Clerk of Wasatch County, Utah, and ex officio Clerk of the Wasatch County Council, do hereby further certify, according to the records of said Council in my official possession, and upon my own knowledge and belief, that I have fulfilled the requirements of Section 17-53-208, Utah Code Annotated, 1953, as amended, by:

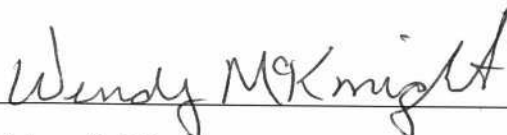
- [☒] (a) Causing this ordinance to be entered at length in the ordinance book;
- [☒] (b) Causing three (3) copies of this ordinance to be deposited in the office of the County Clerk;
- [☒] (c) Causing a short summary of this ordinance, together with a statement that a complete copy of the ordinance is available at the County Clerk's office and with the name of the members voting for and against the ordinance to be published for at least one publication in *The Wasatch Wave*, a newspaper of general circulation within the geographical jurisdiction of Wasatch County; or posting a complete copy of this ordinance in nine (9) public places within the County.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the County Legislative Body of Wasatch County, Utah, this 20 day of May, 2026.


 Joey D Granger

Wasatch County Clerk / Auditor

SUBSCRIBED AND SWORN to me, a Notary Public, this 20 day of May, 2026.


 Notary Public

Residing in: Wasatch

My commission expires: 09/10/2026

