



EAGLE MOUNTAIN CITY COUNCIL MEETING

DECEMBER 3, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

1.A. DISCUSSION - Cedar Glen Concept Plan

1.B. DISCUSSION - JDH Concept Plan

1.C. DISCUSSION - Architectural Standards Review Kick Off - VCBO Architecture

1.D. DISCUSSION - Downtown Master Plan - MHTN Architects

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

9. BOND RELEASES

9.A. Juniper Springs Phase A, Plat 1 - Out of Warranty

9.B. Juniper Springs Phase A, Plat 2 - Out of Warranty

10. MINUTES

10.A. November 19, 2024 Minutes - Regular City Council Meeting

11. RESOLUTIONS

11.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Land Corporation for the Acquisition of Right-of-Way for Old Airport Road, North.

11.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Easement Agreement with Ivory Land Corporation.

11.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with The Web Development Group for Website Maintenance Services.

11.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Consenting to the Transfer of Title to Property Located in the Boundary of the Interlocal of the New School District in West Utah County.

11.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Psomas Engineering for Consulting Work Related to the Creation of a Water Utility Master Plan and an Updated Impact Fee Facilities Plan.

11.F. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Horrocks Engineers for Consulting Work Related to the Creation of a Storm Water Utility Master Plan and Updated Impact Fee Facilities Plan.

11.G. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with JWO Engineering for Consulting Work Related to the Creation of a Wastewater Utility Master Plan and Updated Impact Fee Facilities Plan.

11.H. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Horrocks Engineers for Consulting Work Related to the Update of the Transportation Master Plan and Impact Fee Facilities Plan.

11.I. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2025 City Council Meeting Schedule.

12. SITE PLANS

12.A. SITE PLAN - Eagle Crest Storage

SCHEDULED ITEMS

13. ORDINANCES/PUBLIC HEARINGS

13.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving a Master Development Agreement for the Rose Ranch Subdivision.

BACKGROUND: *(Presented by City Attorney Marcus Draper and Senior Planner David Stroud)* On September 17, 2024, the City Council approved the Rose Ranch Master Development Plan. EMMC 16.10.060 requires the execution of a Master Development Agreement, which sets standards and other requirements to develop the property. The proposed agreement contains provisions governing the infrastructure, parks and open space, and benchmarks for the development.

- 13.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, Regarding Residential Water Rights Requirements.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* On January 16, 2024, the City Council approved an amendment to Table 16.35.130(a) Residential Water Rights Requirements. The table is also located in Section 13.20.250 Developments within the City, but the amendment did not update this Section of code. The proposed amendment replaces the table in Section 13.20.250 with a reference to Table 16.35.130(a).

- 13.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance.

BACKGROUND: *(Presented by Finance/Management Analyst Terrence Dela Pena)* The City's current storm water code includes outdated billing and Equivalent Residential Unit calculations. Rapid growth and aging infrastructure have presented challenges, particularly in managing runoff from certain areas in the City and ensuring system maintenance. The proposed amendment addresses these concerns.

- 13.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Chapter 17.46 Transfer of Development Rights Overlay Zone.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The City adopted the creation of a Transfer of Development Rights code as one of its moderate income housing strategies. The proposed code creates an overlay zone to allow for increased density in the receiving zone in exchange for a conservation easement in the sending zone. This allows the City to preserve open space and sensitive lands without having to use taxpayer funds, while simultaneously allowing for more housing in other less sensitive areas.

- 13.E. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Fourth Amendment to the 2024-2025 Fiscal Year Annual Budget.

BACKGROUND: *(Presented by Director of Administrative Services Kimberly Ruesch)* State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the fourth amendment to the 2024-2025 Fiscal Year Annual Budget.

14. RESOLUTIONS/PUBLIC HEARINGS

- 14.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Adopting an Amended Water Conservation and Management Plan for Eagle Mountain

City.

BACKGROUND: *(Presented by Finance/Management Analyst Terrence Dela Pena)* The Utah Water Conservation Act of 1998 requires municipalities that operate water systems to establish and update a water conservation plan every five years. The City's water conservation plan was last updated and approved in 2019. The plan includes water conservation goals and strategies to help reduce water consumption.

- 14.B. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule, Section 9 Ordinance Enforcement Fines, Section 13 Building Department, Section 16 Sewer Rates, and Section 17 Storm Water.

BACKGROUND: *(Presented by Director of Administrative Services Kimberly Ruesch)* The proposed amendment adds flat fees for permits not subject to square footage valuation, provides additional clarifying language for valuation tables, modifies the building permit fee table to increase rates for projects over \$1,000,000 in valuation, adds fines for ordinance enforcement, clarifies the annual recalculation of winter sewer rates, and breaks out the storm water rate for residential and non-residential uses.

15. LEGISLATIVE ITEMS

- 15.A. UPDATE - Legislative Priorities List

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

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

17. COMMUNICATION ITEMS

- 17.A. Upcoming Agenda Items

18. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 2nd day of December, 2024, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	Cedar Glen Concept Plan
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park / Light Industry and Agriculture	208.59

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

BACKGROUND:

General Plan land use map amendment and rezone is needed to construct the concept plan. Concept plan to develop 893 single-family and townhome units and a limited amount of non-residential on Parcel 59:018:0049, 208 acres.

ITEMS FOR CONSIDERATION:

The residential area is directly east of the waste water treatment plant. This could become a nuisance to the residents.

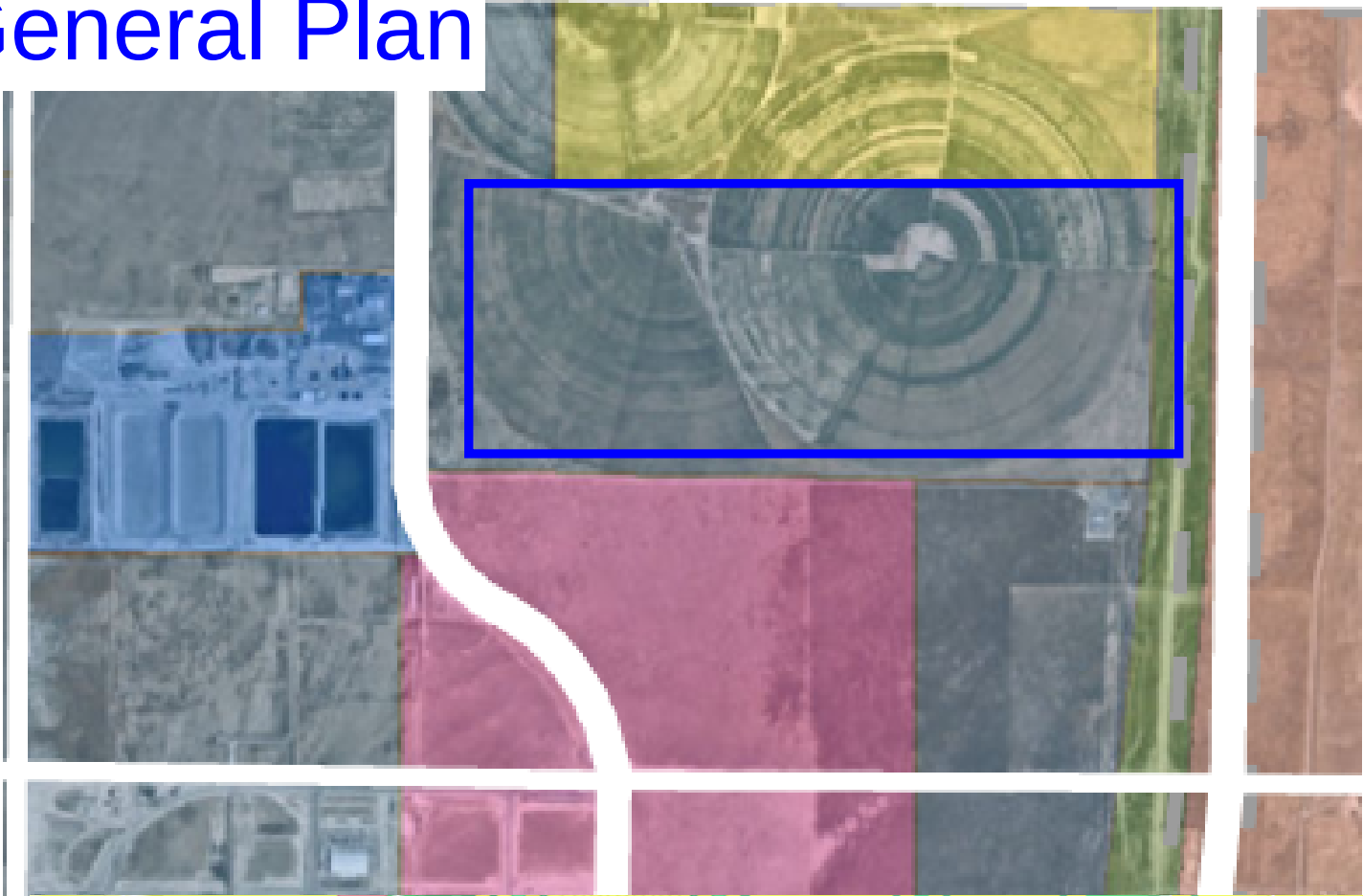
PLANNING COMMISSION ACTION/RECOMMENDATION:

Reviewed as a discussion item by the Planning Commission

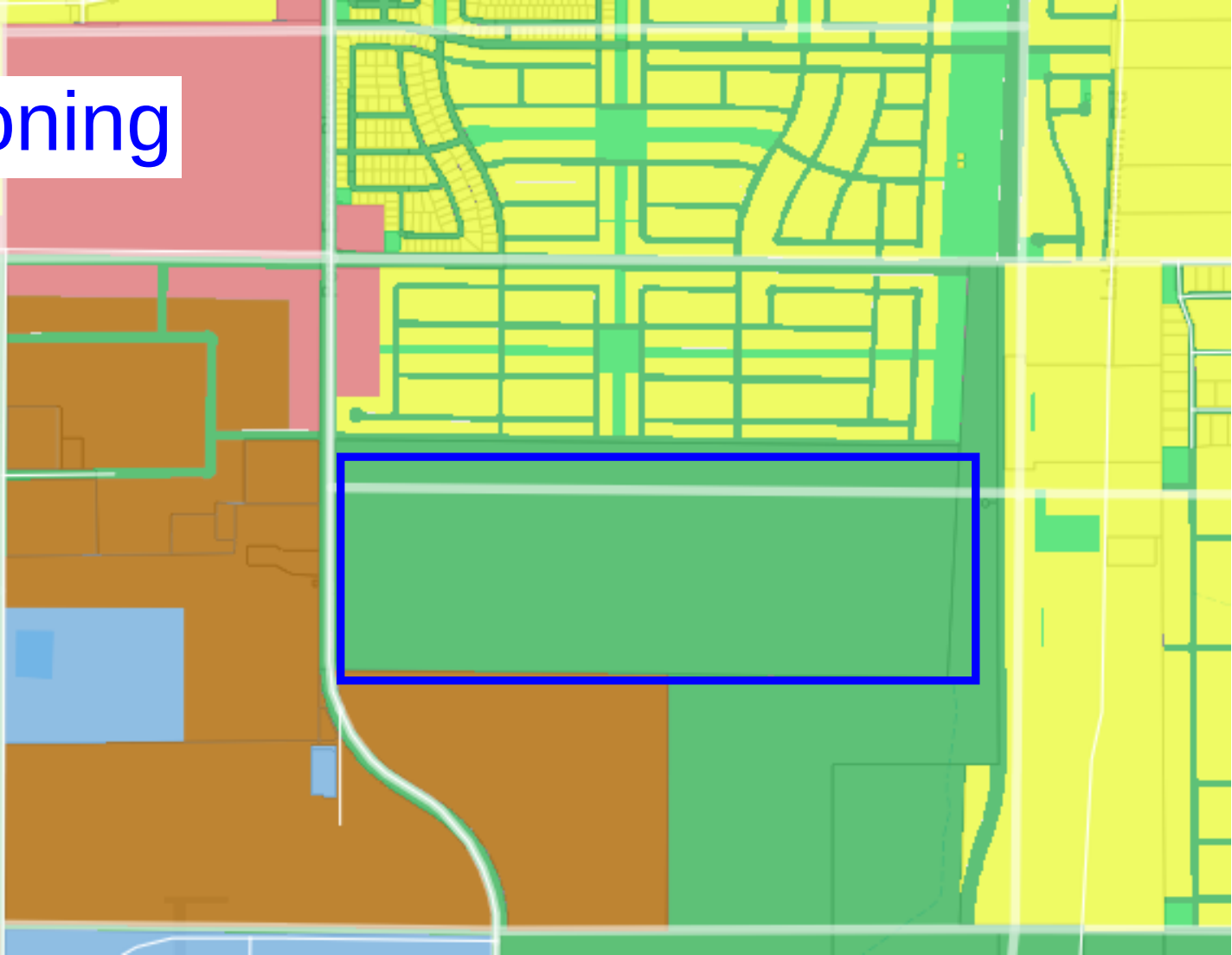
ATTACHMENTS:

1. Cedar Glen GP zoning
2. Cedar Glen Aerial
3. Cedar Glen Concept Plan

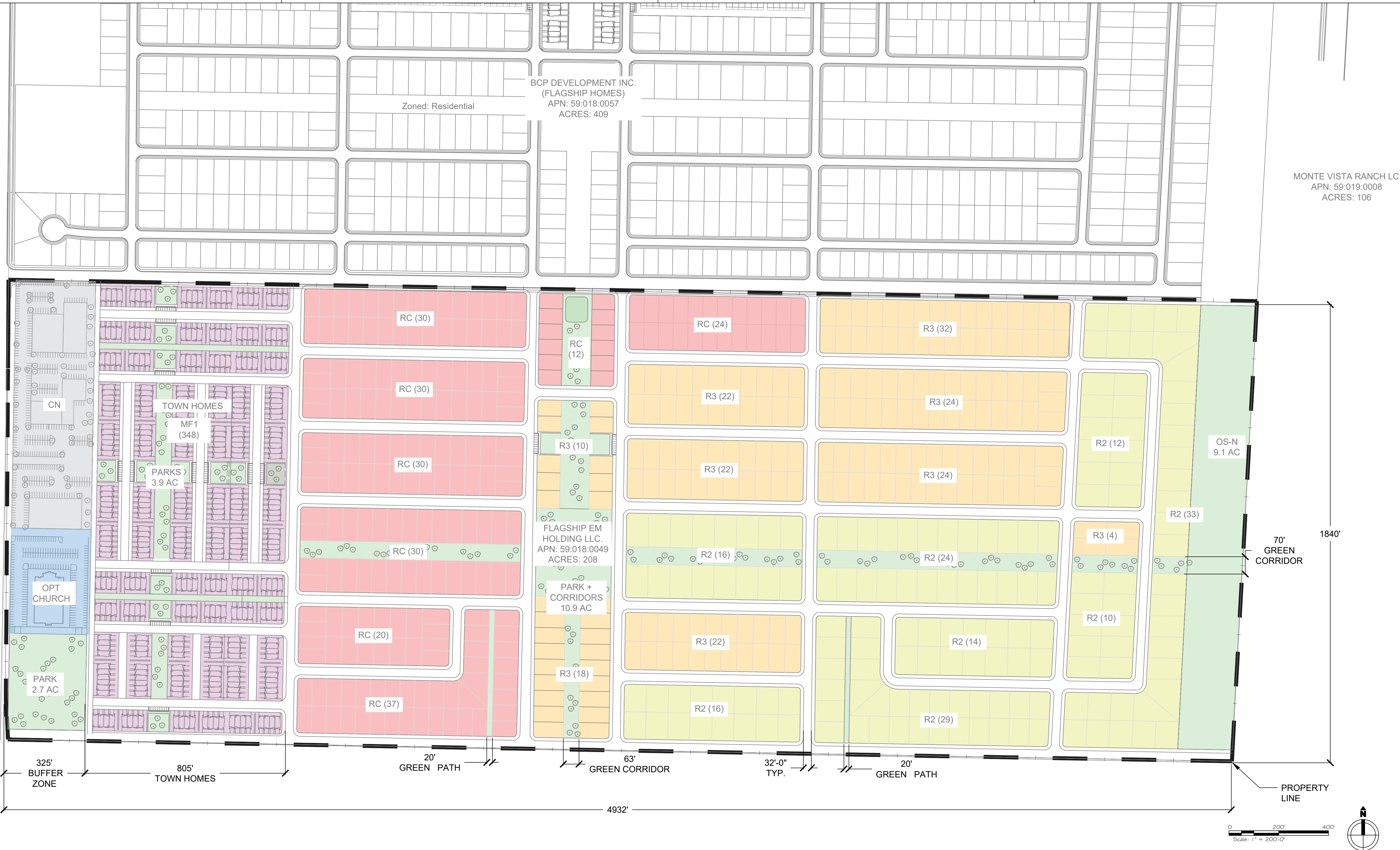
General Plan



Zoning







300 S 1350 E, FLR 2 LEHI, UT 84043

CONSULTANT

PROJECT

CEDAR GLEN
PONY EXPRESS PKWY,
EAGLE MOUNTAIN, UT

SEAL



call 811 or visit www.bluestakes.org before you dig to have all utilities located and marked

CLIENT

ISSUE

MARK	DATE	DESCRIPTION

PROJECT INFO

DATE: 10/15/2024
DRAWN BY: LUKE
JOB NO:
SET TITLE

CONCEPTUAL DESIGN SET

SHEET TITLE

**CONCEPTUAL
SITE PLAN**

SHEET NO.

CD-101

PARKS & OPEN SPACE CALCULATION

REQUIRED OPEN SPACE:

RESIDENTIAL LOTS/UNITS = 545 X 1,000 = 545,000 SF (12.5 ACRES)

REQUIRED AMENITY POINTS = 12.5 X 100 = 1251

(TOWN HOMES UNITS = 348 X 1,000 = 348,000 SF (7.9 ACRES)

REQUIRED AMENITY POINTS = 7.9 X 100 = 790)

*TOWN HOME UNIT CALCULATION BASED UPON THE PARKS & OPEN SPACE WORKSHEET

TABULATION

UNIT COUNT:

- RC: 213
- R3: 178
- R2: 154
- TH: 348

TOTAL UNITS: 893 (4.2 UNITS PER AC)

- OPTIONAL CHURCH (RESIDENTIAL AREA): 2.7 ACRES (121,085 SF)
- MEC ZONE (MEDICAL/EDUCATIONAL CAMPUS)

OPEN GREEN SPACE AREA:

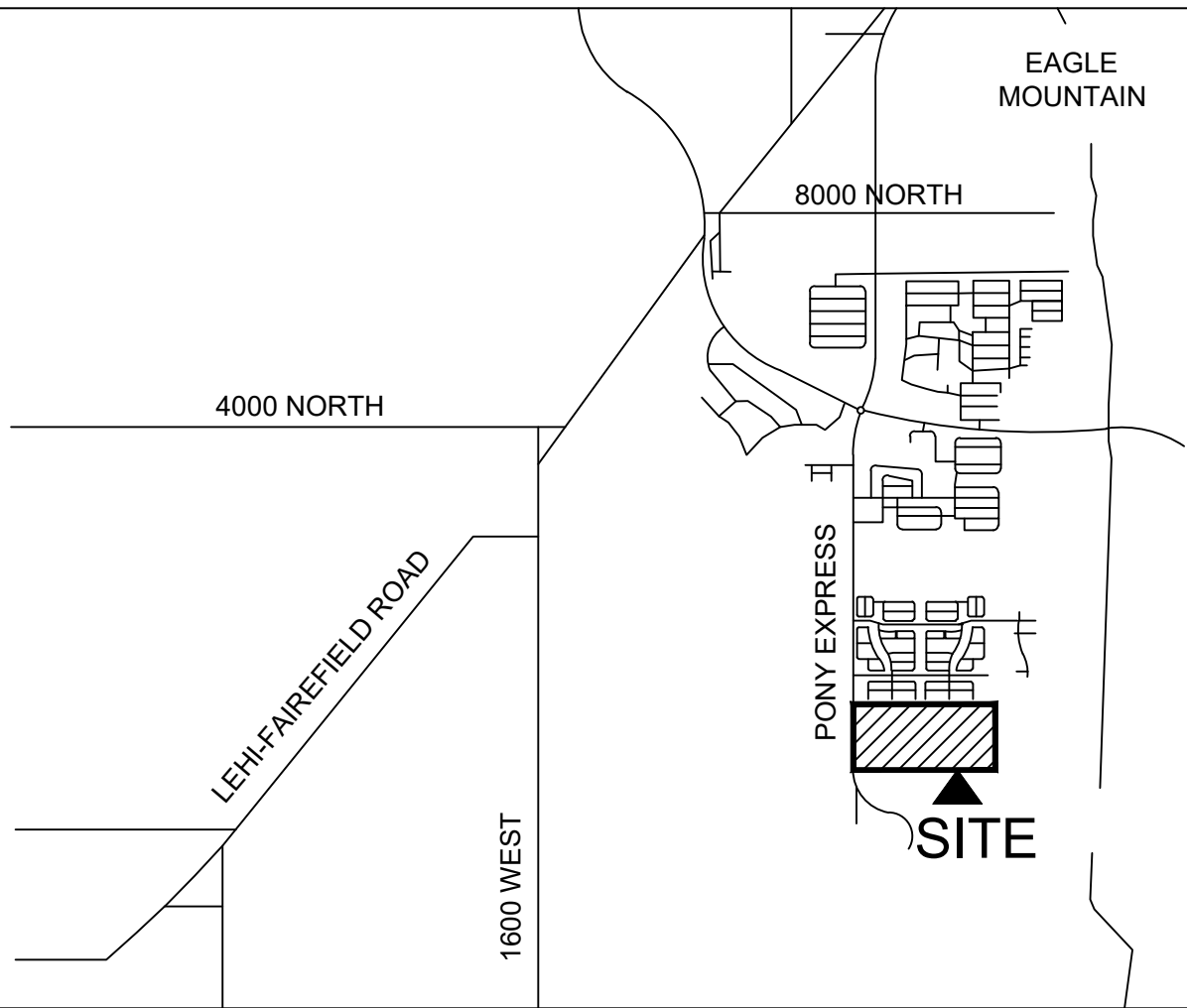
- 26.6 ACRES

TOTAL ACRES: 208 ACRES

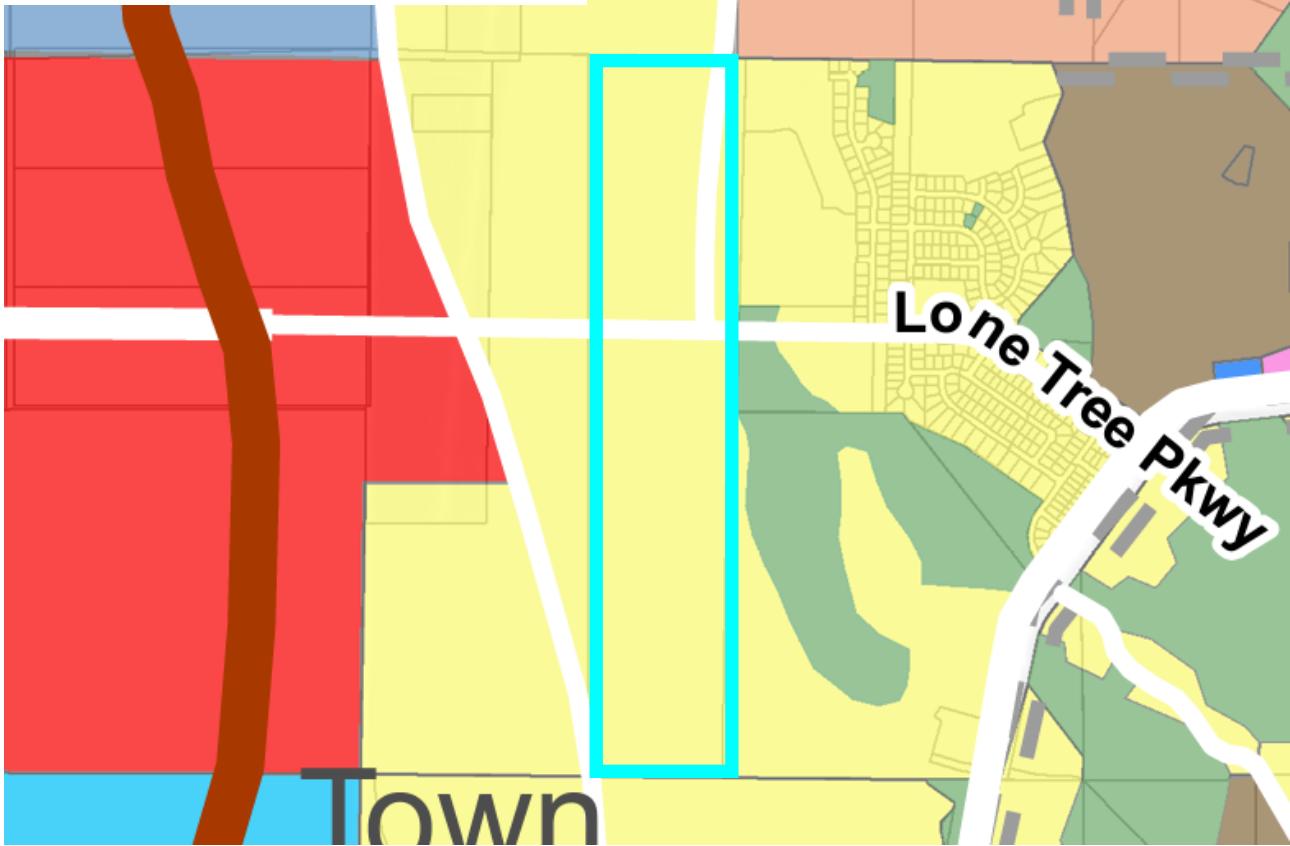
LEGEND

- MF1 = (TOWN HOME) MAXIMUM 10 DWELLING UNITS PER ACRE (35 AC.)
- RC = 4,500 SF MIN LOT AVG. 6,000 SF MIN 58' LOT FRONTAGE
- R3 = 6,500 SF MIN LOT AVG. 8,500 SF MIN 62' LOT FRONTAGE
- R2 = 8,000 SF MIN LOT AVG. 10,890 SF MIN 80' LOT FRONTAGE
- OPTIONAL CHURCH LOT (RESIDENTIAL AREA)
- OPEN SPACE / GREEN SPACE
- CN BUFFER ZONE

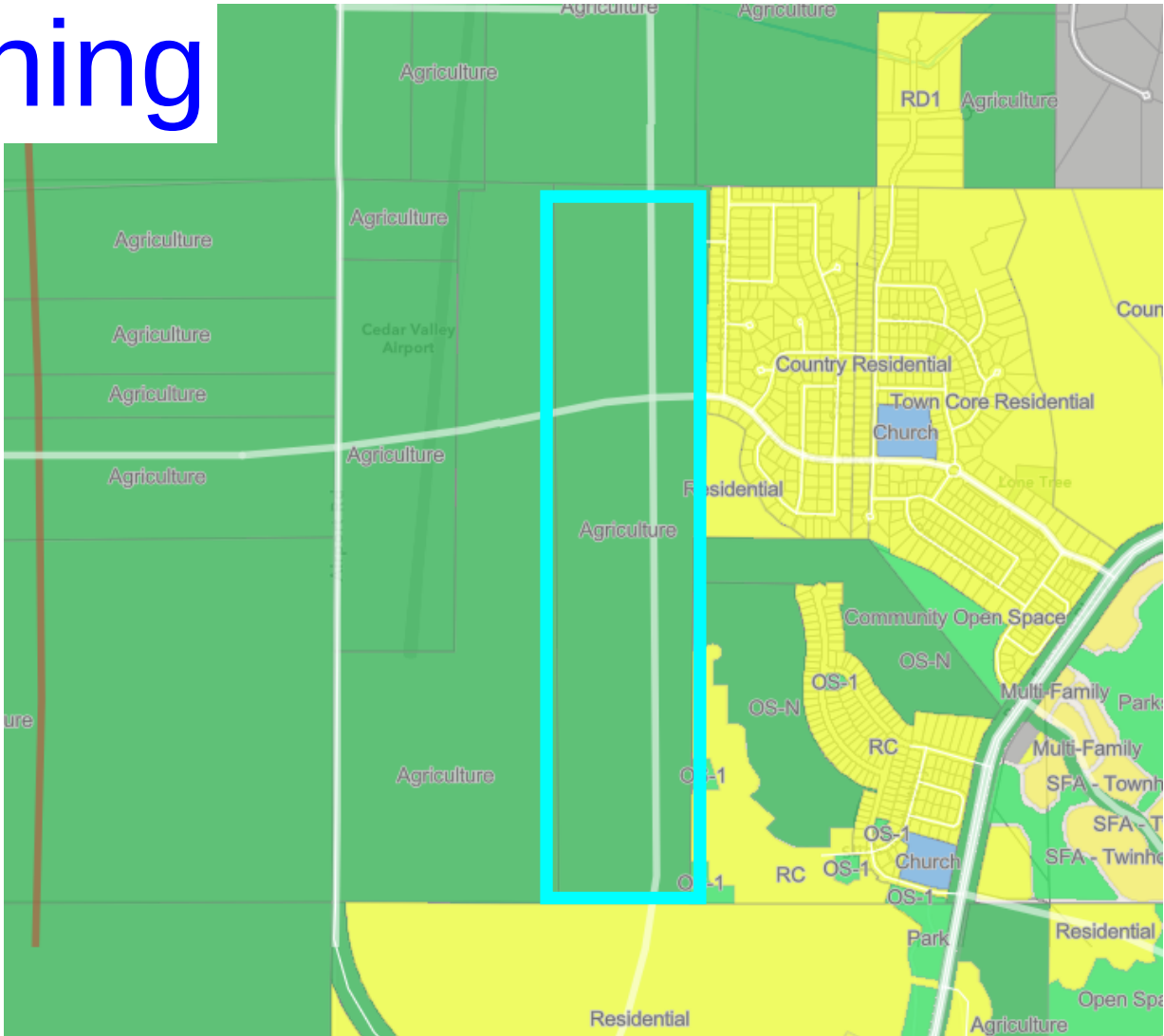
VICINITY MAP



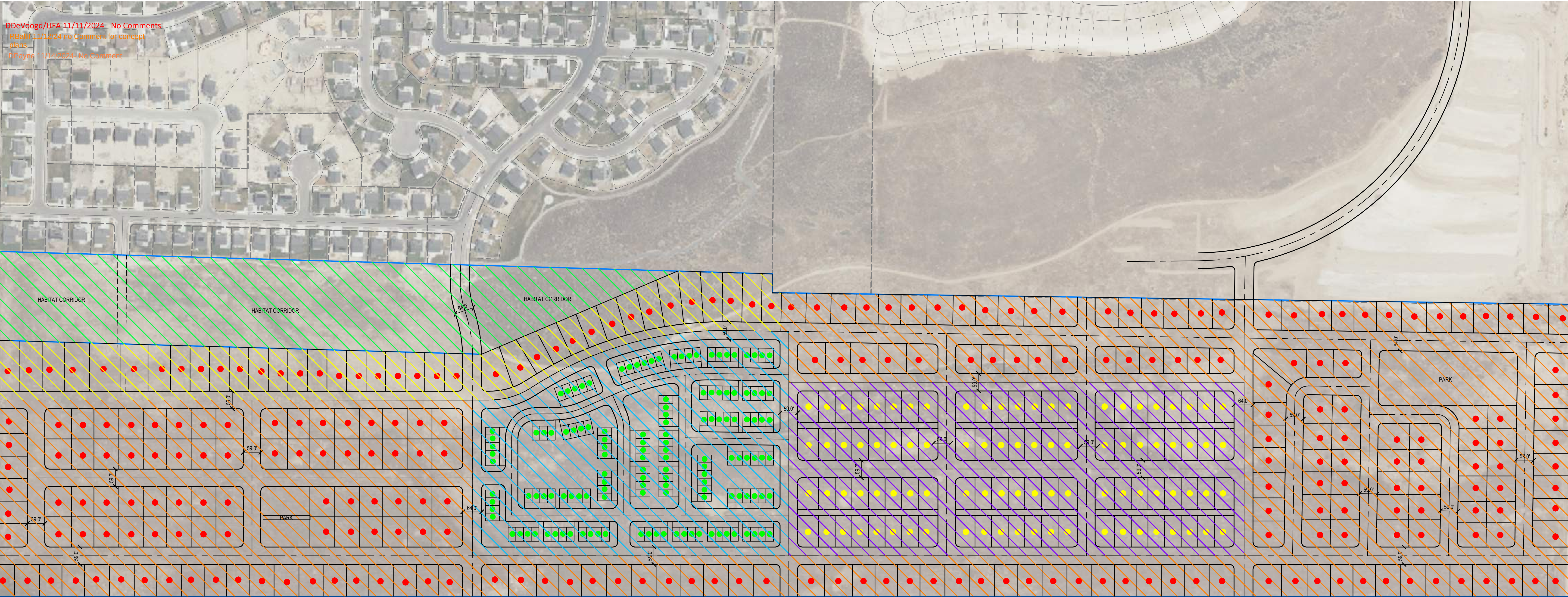
General Plan

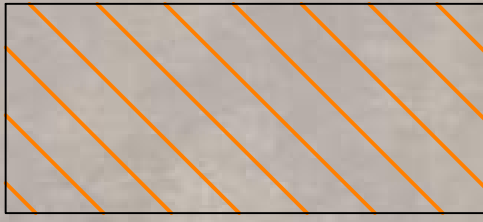
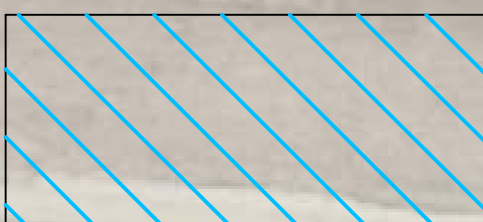
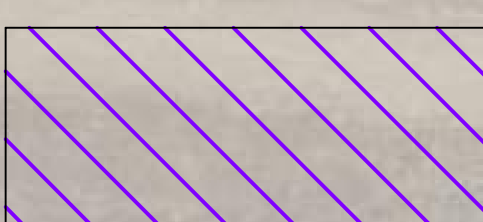
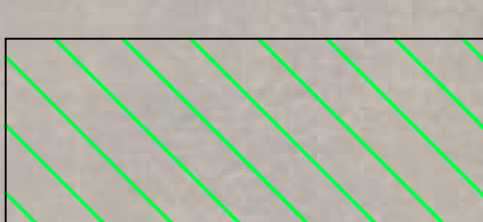


Zoning

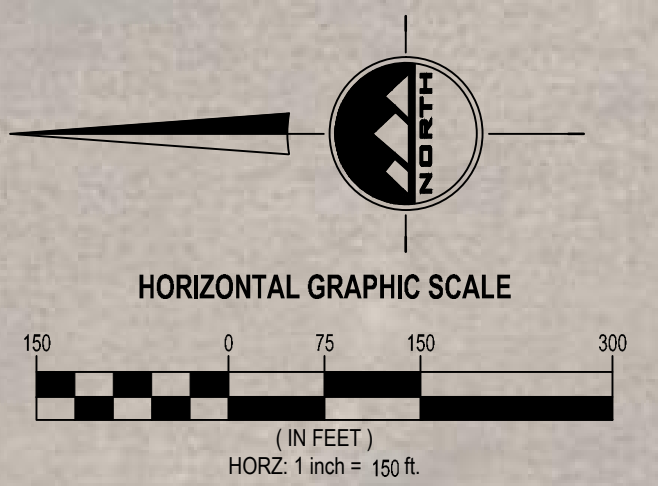






-  **ZONE R2: 5 UPA MAX**
(37 UNITS, 10.92 AC = 3.4 UPA)
MIN 8,000 SF, AVG 10,890 SF
-  **ZONE R3: 6 UPA MAX**
(239 UNITS, 68.44 AC = 3.5 UPA)
MIN 6,500 SF, AVG 8,500 SF
-  **ZONE MF1: 10 UPA MAX**
(139 UNITS, 16.67 AC = 8.3 UPA)
-  **ZONE RC:**
(92 UNITS, 20.67 AC = 4.5 UPA)
MIN 4,500 SF, AVG 6,500 SF
-  **WILDLIFE CORRIDOR
OVERLAYZONE**

● 276 SINGLE
● 92 ALLEY
● 139 TOWNS
507 TOTAL UNITS
GROSS AREA: 130.23 ACRES
3.9 UNITS PER ACRE
NET AREA: 113.99 ACRES
4.4 UNITS PER ACRE
HABITAT AREA: 13.52 ACRES
PARK AREAS: 2.72 ACRES





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	VCBO Architectural kick-off
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Discussion Item Only

BACKGROUND:

VCBO Architecture has been hired by the City to revise the architectural standards of commercial and multifamily development. This time will be used to introduce VCBO and outline the plan to bring a revised code back to the City for approval.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

None



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Monday, November 18, 2024

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

SUBJECT: Juniper Springs phase 'A' plat 1 into/out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING

S89°49'10"E 2761.36' Meas. between North Quarter Corner and Reference Point.

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
- A RECORDED EASEMENT OR RIGHT OF WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8a, DAMAGES TO UNDERGROUND UTILITY FACILITIES OR
 - ANY OTHER PROVISIONS OF LAW.

APPROVED THIS 18 DAY OF June 2019

ROCKY MOUNTAIN POWER

VICINITY MAP

N.T.S.

DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY QUESTAR CORPORATION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFORMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS.

DOMINION ENERGY QUESTAR CORPORATION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY QUESTAR CORPORATION'S RIGHT OF WAY DEPARTMENT AT 800-366-8532.

APPROVED THIS 18 DAY OF June 2019

BY:

TITLE
DOMINION ENERGY QUESTAR CORP.

EAGLE MOUNTAIN CITY
ENTRY #7650:20H

PARCEL "A"
DEDICATED TO EAGLE
MOUNTAIN CITY
Contains 0.30 acres
13,229 sq. ft.

LAND USAGE TABLE				
TOTAL ACREAGE	TOTAL ACREAGE IN LOTS	LOT SIZE	TOTAL NUMBER OF LOTS	TOTAL DENSITY
7.85	0.89	1,080 sq. ft.	36	4.58

NOTICE TO PURCHASERS

LAND IN THIS PLAT IS WITHIN ZONES 1, 2, 3, AND 4 OF A CITY WATER SOURCE PROTECTION ZONE, AND IS THEREFORE SUBJECT TO THE STATE AND CITY APPLICABLE RULES AND REGULATIONS.

DIRECT COMMUNICATIONS

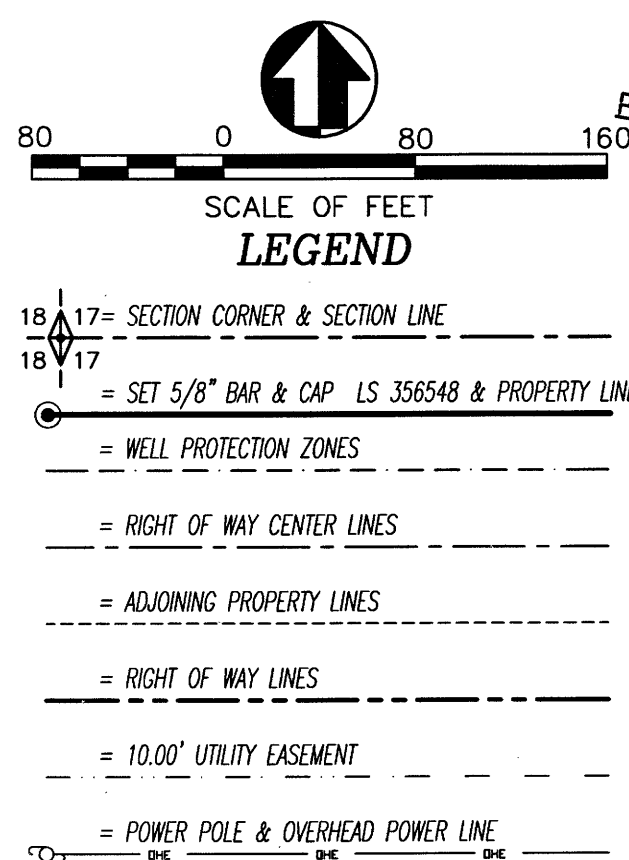
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.

6/18/19
Date

16642 SHEET 1 OF 2

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003

HIDDEN CANYON, LLC
ENTRY #82100:2003



PREPARED BY:

Boundary Consultants
Professional Land Surveyors

1295 North 1700 West, Farr West, Utah
801-792-1569
dave@boundaryconsultants.biz

FOR:

WESTERN STATES VENTURES
2265 East Murray Holladay Road
Holladay, Utah 84117
801-268-6070

SURVEYORS CERTIFICATE

I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and that a survey of the described tract of land has been completed by me in accordance with Section 17-23-17 and that I have verified all measurements, have placed monuments as shown hereon.

NARRATIVE

See Record of Survey #S18-226, filed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land lying and situate in the East Half of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Comprising 2.08 acres, a 0.20 acre portion of that particular parcel described in that certain Warranty Deed recorded as Entry 82100 : 2008 (Parcel Serial #58:040:0434) of the Utah County Records and a 1.89 acre portion of that particular parcel described in that certain Trustee's Deed recorded as Entry 120681:2008 (Parcel Serial #58:040:0345) of said County Records. Basis of Bearing for Subject Parcel being GEODETIC NORTH as determined by GPS or S89°49'10"E 2761.36' (measured) between North Quarter Corner of said Section 30 and the north Reference Point to the Northeast Corner of Said Section, which is a "X" chiseled in the curb. Subject parcel being more particularly described as follows:

Commencing at the Utah County Surveyor's monument monumentalizing the North Quarter Corner of said Section 30, thence South 89°37'55" East 548.79 feet coincident with the calculated north line of the Northeast Quarter of said Section 30 [See Record of Survey S18-226, Utah County Surveyor's Office]; Thence South 00°19'16" East 2392.49 feet to the Southwest Corner of Hidden Canyon Phase 1 Subdivision, (Entry 33738:2005 of Utah County Records) and the TRUE POINT OF BEGINNING;

Thence South 32°15'48" East 173.29 feet (South 31°56'32" East plat) coincident with the west boundary of said subdivision to the southwest corner thereof; Thence departing said west boundary South 62°02'28" West 91.72 feet; Thence South 66°46'22" West 99.01 feet; Thence South 05°28'29" West 103.35 feet to a point of curvature; Thence southerly 69.93 feet along the arc of a 284.00 foot radius curve to the left (center bears South 84°31'31" East) [chord bears South 01°34'45" East 69.75 feet] through a central angle of 14°06'28"; Thence South 81°22'01" West 64.95 feet; Thence South 86°34'55" West 130.02 feet to a point on the east boundary of Parcel Serial #58:040:0432; Thence the following three (3) courses coincident with said east boundary, 1) Northerly 150.54 feet along the arc of a 496.00 foot radius curve to the right (center bears North 84°49'34" East) [chord bears N03°31'14"E 149.96'] through a central angle of 17°23'21" to a point of tangency and a number five rebar and aluminum cap stamped "PLS 356548"; 2) North 12°12'55" East 86.37 feet to a point of curvature and a number five rebar and aluminum cap stamped "PLS 356548"; 3) Northerly 107.80 feet along the arc of a 247.00 foot radius curve to the left (center bears North 77°47'03" West) [chord bears N00°17'16"W 106.95'] through a central angle of 25°00'25" to a point on the south right of way line of Pony Express Parkway Extension (Entry 9656:2006 of said County Records) and a number five rebar and aluminum cap stamped "PLS 356548"; Thence the following two (2) courses coincident with said right of way 1) Easterly 89.93 feet along the arc of a 5103.00 foot radius curve to the left (center bears North 16°07'47" West) [chord bears N73°21'56"E 89.92'] through a central angle of 01°00'35" to a point of tangency; 2) North 72°51'38" East 176.16 feet to the point of beginning.

OWNERS DEDICATION

Known all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots, and private streets, as shown on this plat and name said tract JUNIPER SPRINGS TOWNHOMES, A PLANNED UNIT DEVELOPMENT, PLAT 1, and hereby do dedicate for perpetual use of the Public, Parcel "A" and all other parcels of land shown on this plat as intended for Public use, in witness we have hereunto set our signature.

Signed this 14 day of JUNE 2019

Juniper Springs Townhomes, LLC
By: Westates Companies, LLC, its manager
By: Stan T. Rowlan, its Manager

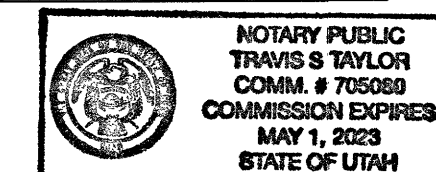
ENT 74036:2019 Map # 16642
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Aug 05 4:44 PM FEE 124.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF S.S.}

On the 14 day of JUNE 2019, personally appeared before me, the undersigned Notary, in and for said County of DAVIS, in said State of Utah, the signer of the above Owner's Dedication, ONE (1) in number, who duly acknowledged to me that he signed it freely and voluntarily for the purposes therein mentioned.

Notary Public
Commission Number 705080
5/1/2023
Commission Expires



ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the

perpetual use of the public this 14 day of June 2019.

Approved by Mayor
Approved by City Attorney
Approved by City Engineer
Attest by City Recorder

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

			PLOT DATE
			DRAWN BY
			SHEET 1 OF 2

DEC 30-5/14 TO-034

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY
ENTRY #7859:2011

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003

CURVE CHORD TABLE		
LINE	LENGTH	BEARING
C1	67.69'	S02°09'27"E
C2	6.06'	S04°53'47"W
C3	32.88'	S35°38'37"E
C4	6.06'	S04°55'33"W
C5	15.01'	S03°00'55"W
C6	56.66'	S03°29'22"E
C7	73.68'	S01°34'45"E

TYPICAL BUILDING:
N.T.S.

54.00'	CONTAINS	54.00'
1,080 sq. ft.		1,080 sq. ft.
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	67.81'	300.00'	12°57'04"
C2	6.06'	300.00'	01°09'24"
C3	35.88'	25.00'	82°14'13"
C4	6.06'	316.00'	01°50'54"
C5	15.02'	316.00'	02°43'21"
C6	56.74'	316.00'	10°17'14"
C7	73.87'	300.00'	14°06'29"

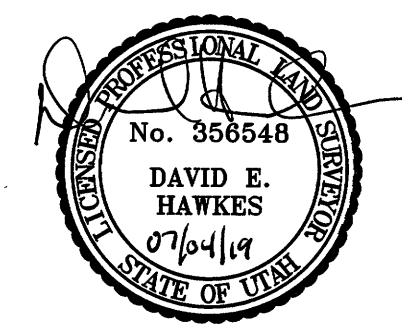
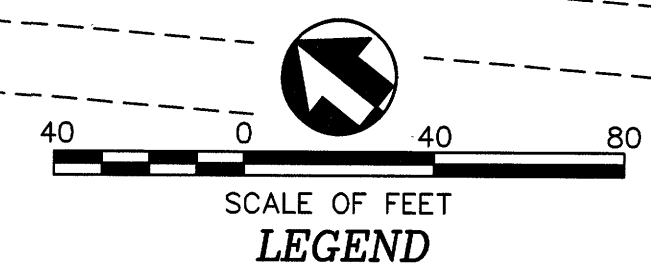
LINE TABLE		
LINE	LENGTH	BEARING
L1	13.00'	N84°31'31"W
L2	13.70'	N84°31'31"W

RADIAL LINE TABLE		
LINE	LENGTH	BEARING
R1	16.00'	N72°15'12"E
R2	28.44'	N73°48'49"E
R3	16.00'	S84°31'31"E
R4	16.00'	N84°31'31"W
R5	16.00'	S13°14'16"W
R6		S85°37'24"E
R7		S88°20'45"E
R8		S85°40'55"E
R9		N84°48'16"E
R10		N84°49'34"E

BOARD OF EDUCATION
ALPINE SCHOOL DISTRICT
ENTRY #56880:2010

FUTURE PLATS

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003



16642 SHEET 2 OF 2



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Monday, November 18, 2024

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

SUBJECT: **Juniper Springs phase 'A' plat 2 into/out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

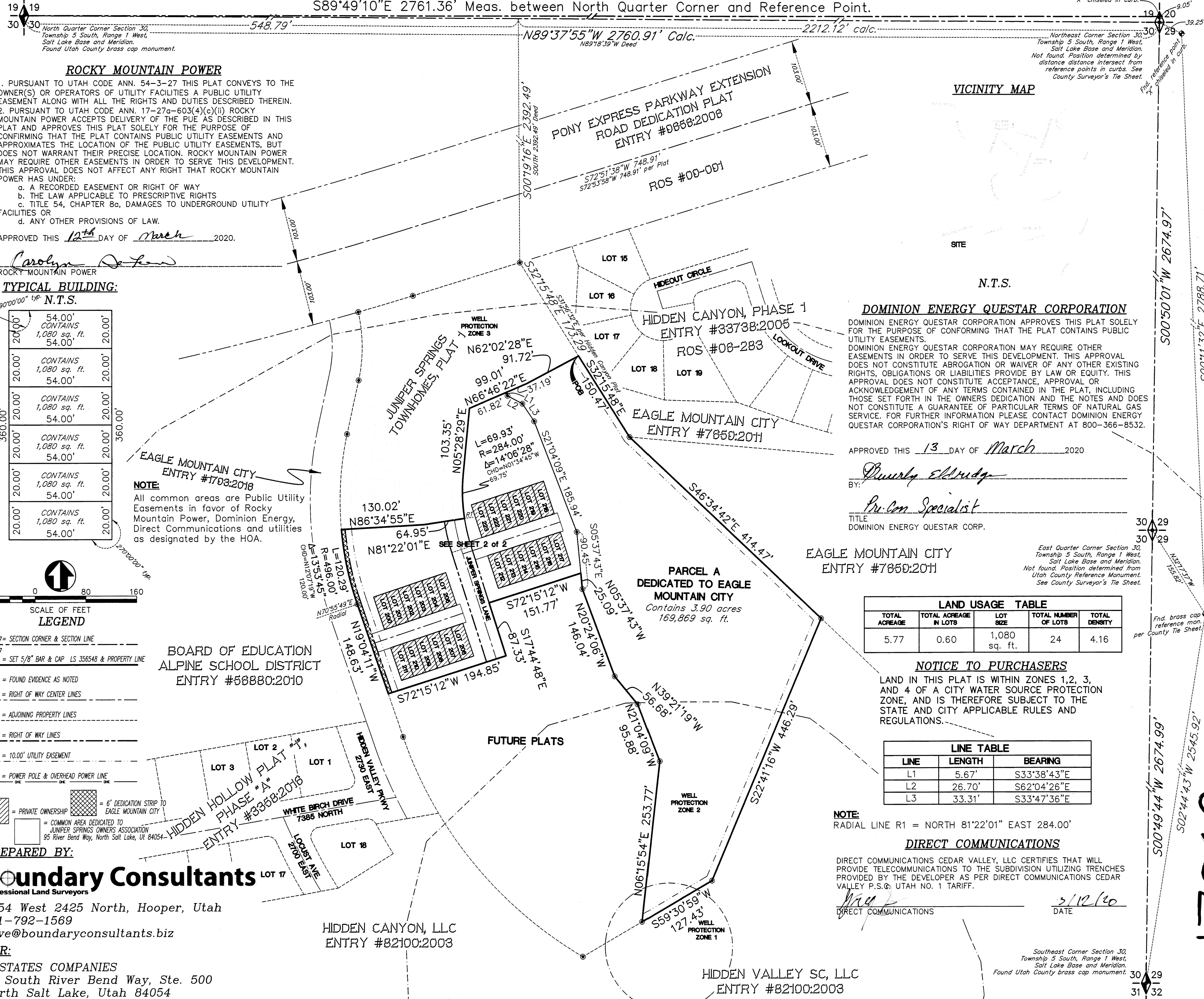
Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

JUNIPER SPRINGS TOWNHOMES, PLAT 2
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING

S89°49'10"E 2761.36' Meas. between North Quarter Corner and Reference Point.



SURVEYORS CERTIFICATE

I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and that a survey of the described tract of land has been completed by me in accordance with Section 17-23-17 and that I have verified all measurements, have placed monuments as shown hereon.

NARRATIVE

See Record of Survey #S18-226, filed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land lying and situate in the East Half of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Comprising 5.98 acres, a 0.15 acre portion of that particular parcel of land described in that certain Warranty Deed recorded as Entry 82100 : 2008 (Parcel Serial #58,040,0434) of the Utah County Records and a 5.83 acre portion of that particular parcel of land described in that certain Trustee's Deed recorded as Entry 120681 : 2008 (Parcel Serial #58,040,0345) of said County Records. Basis of Bearing for Subject Parcel being GEODETIC NORTH as determined by GPS or S89°49'10"E 2761.36' (measured) between North Quarter Corner of said Section 30 and the north Reference Point to the Northeast Corner of said Section, which is a "X" chiseled in the curb. Subject parcel being more particularly described as follows:

Commencing at the Utah County Surveyor's monument monumentalizing the North Quarter Corner of said Section 30, thence South 89°37'55" East 548.79 feet coincident with the calculated north line of the Northeast Quarter of said Section 30; Thence South 00°19'16" East 2392.49 feet to the Southwest Corner of Hidden Canyon Phase 1 Subdivision, (Entry 33738:2005 of Utah County Records); Thence South 32°15'48" East 173.29 feet coincident with said Hidden Canyon boundary to the TRUE POINT OF BEGINNING; Thence continuing South 32°15'48" East 150.47 feet (South 31°56'32" East plat) coincident with the west boundary of said subdivision to the southwest corner thereof; Thence South 46°34'42" East 414.47 feet to a number five rebar and cap stamped "PLS 356548"; Thence South 22°41'16" West 446.29 feet to a number five rebar and cap stamped "PLS 356548"; Thence South 59°30'59" West 127.43 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 06°15'54" East 253.77 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 21°04'09" West 95.88 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 39°21'19" West 56.68 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 20°24'06" West 146.04 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 05°37'43" West 25.09 feet; Thence South 72°15'12" West 151.77 feet; Thence South 17°44'48" East 87.33 feet; Thence South 72°15'12" West 194.85 feet; Thence North 19°04'11" West 148.63 feet to a point of curvature and a number five rebar and cap stamped "PLS 356548"; Thence northerly 120.29 feet along the arc of a 496.00 foot radius curve to the right (center bears North 70°55'49" East) [chord bears North 12°07'19" West 120.00 feet] through a central angle of 13°53'45" to the southwest corner of Juniper Springs Townhomes, Plat 1; Thence the following six (6) courses coincident with said Phase 1, 1) North 86°34'55" East 130.02 feet; 2) North 81°22'01" East 64.95 feet; 3) Northerly 69.93 feet along the arc of a 284.00 foot radius curve to the right (center bears North 81°22'01" East) [chord bears North 01°34'45" West 69.75 feet] through a central angle of 14°06'28" to a point of tangency; 4) North 05°28'29" East 103.35 feet; 5) North 66°46'22" East 99.01 feet; 6) North 62°02'28" East 91.72 feet to the point of beginning.

OWNERS DEDICATION

Known all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots, and private streets, as shown on this plat and name said tract JUNIPER SPRINGS TOWNHOMES, PLAT 2, A PLANNED UNIT DEVELOPMENT, and hereby do dedicate for perpetual use of the Public all parcels of land shown on this plat as intended for Public use, in witness we have hereunto set our signature. Pursuant to Utah Code 17-23-17(5) The owner hereby conveys the common area interests herein to Juniper Springs Owners Association, 95 River Bend Way, North Salt Lake, UT 84054.

Signed this 9 day of March 2020. May, North Salt Lake, UT 84054

JUNIPER SPRINGS TOWNHOMES, LLC
BY: WESTATES COMPANIES, LLC - ITS MANAGER
By: STAN T. ROWLON - ITS MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

On the 9 day of March 2020, personally appeared before me, the undersigned Notary, in and for said County of Davis, in said State of Utah, the signer of the above Owner's Dedication, ONE (1) in number, who duly acknowledged to me that he signed it freely and voluntarily for the purposes therein mentioned.

Notary Public

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 7 day of April 2020.

Approved by Mayor

Approved by City Attorney

Approved by City Engineer

Attest by City Recorder

JUNIPER SPRINGS TOWNHOMES PLAT 2
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

PROFESSIONAL LAND SURVEYOR No. 356548 DAVID E. HAWKES 03/06/2020	CORPORATE SEAL EAGLE MOUNTAIN CITY EST. 1996	NOTARY PUBLIC TRAVIS S. TAYLOR COMM. # 705080 COMMISSION EXPIRES MAY 1, 2023 STATE OF UTAH	PLOT DATE DRAWN BY SHEET 1 2
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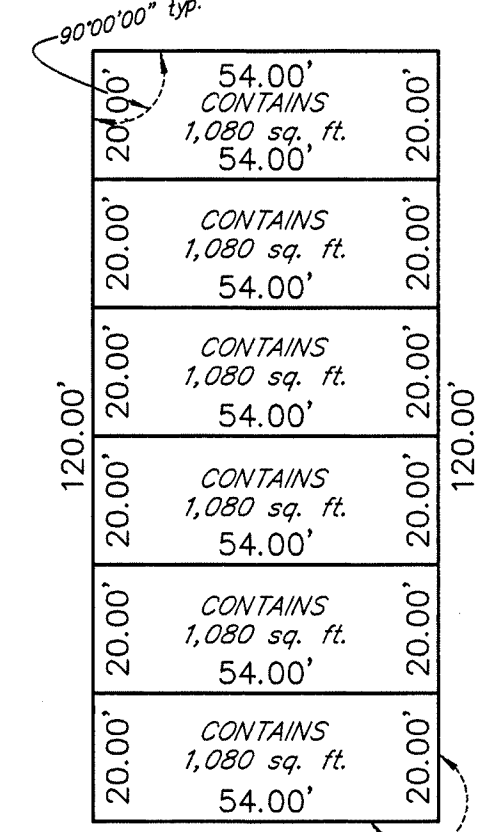
JUNIPER SPRINGS TOWNHOMES, PLAT 2
A PLANNED UNIT DEVELOPMENT
 LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	47.72'	300.00'	9°6'49"
C2	45.17'	284.00'	9°6'49"
C3	37.44'	284.00'	7°33'11"
C4	7.73'	284.00'	1°33'37"

CHORD TABLE		
LINE	LENGTH	BEARING
C1	47.67'	N13°11'24"W
C2	45.13'	N13°11'24"W
C3	37.41'	S12°24'35"E
C4	7.73'	S16°58'00"E

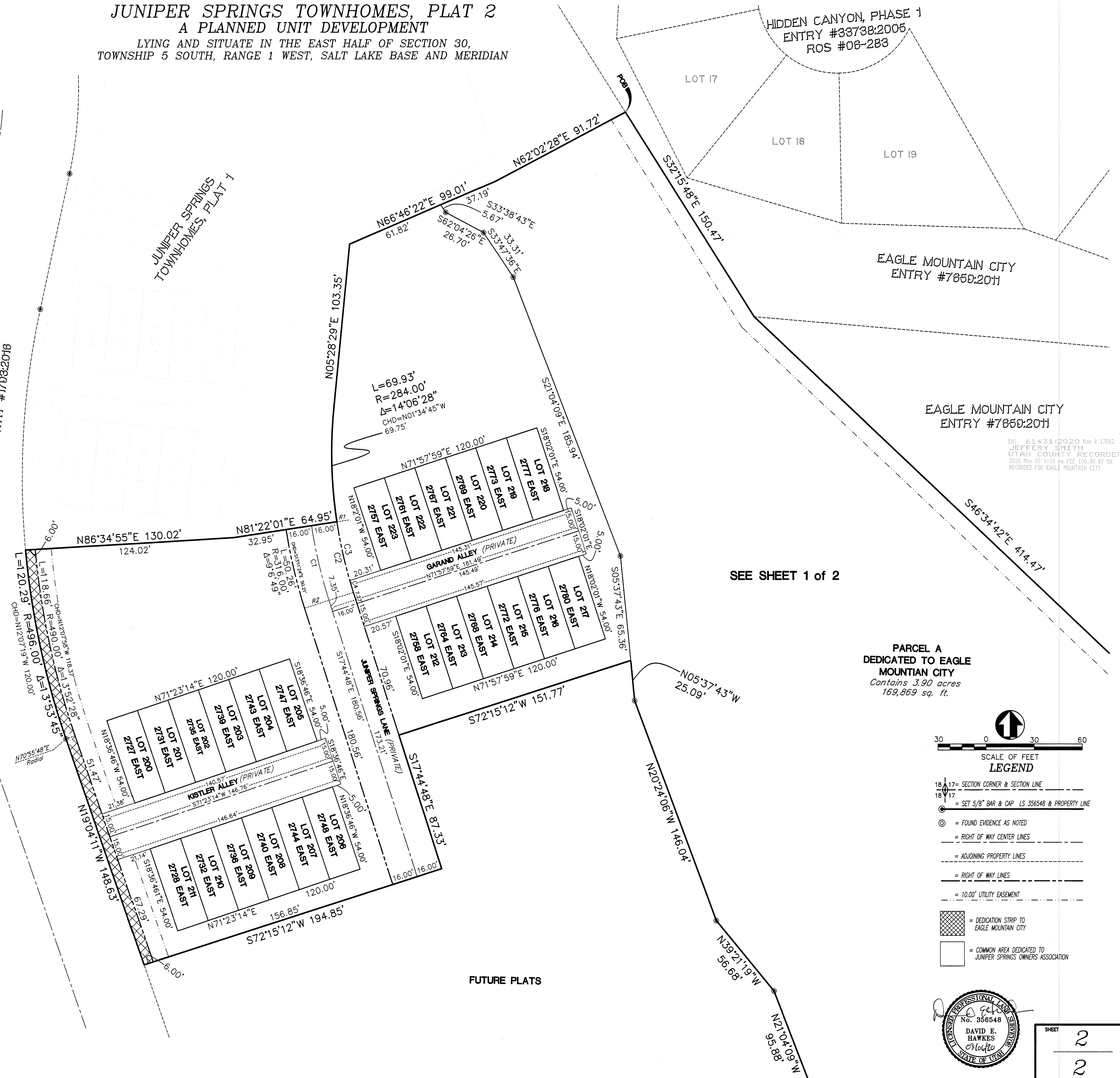
RADIAL LINE TABLE		
LINE	LENGTH	BEARING
R1	284.00'	N81°22'01"E
R2	16.00'	N72°15'12"E

TYPICAL BUILDING:
 N.T.S.



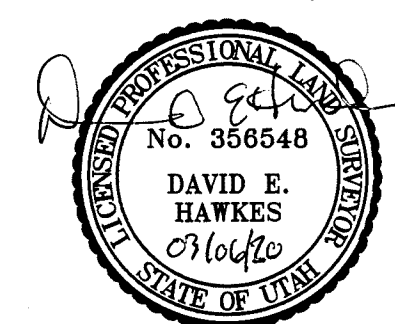
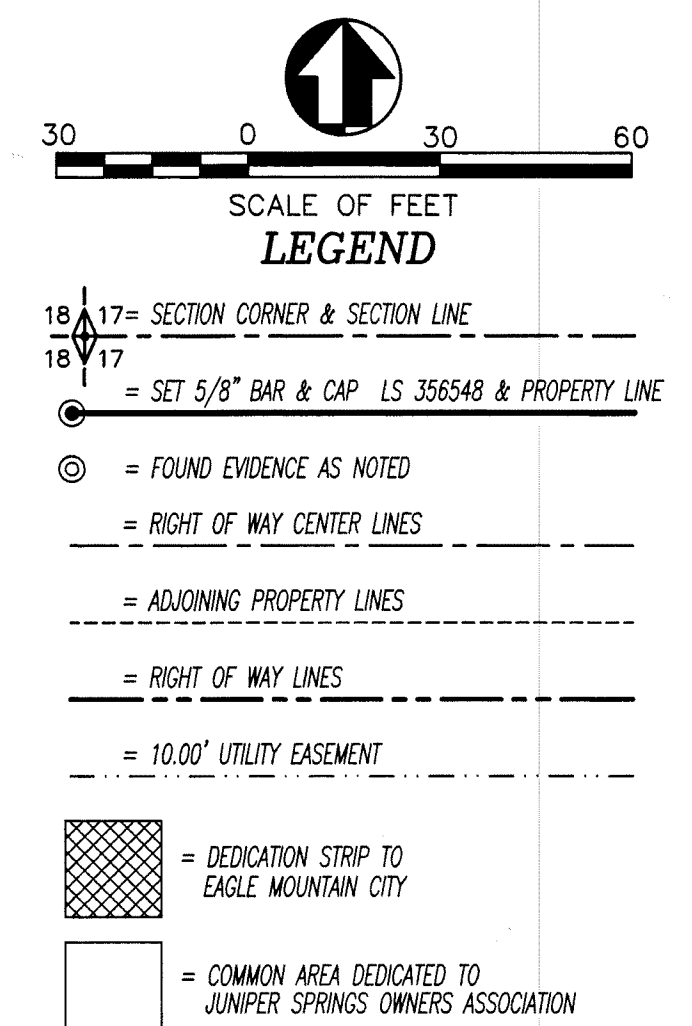
BOARD OF EDUCATION
 ALPINE SCHOOL DISTRICT
 ENTRY #56880:2010

EAGLE MOUNTAIN CITY
 ENTRY #1763:2016



SEE SHEET 1 of 2

PARCEL A
DEDICATED TO EAGLE MOUNTAIN CITY
 Contains 3.90 acres
 169,869 sq. ft.



17062 2 of 2



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

NOVEMBER 19, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Clifford Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Vince Hogge, City Engineer; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Robert Hobbs, Senior Planner; Todd Black, Wildlife and Environmental Planner; Elizabeth Fewkes, Planner; Gina Olsen, Deputy Recorder; Natalie Winterton, Grants Coordinator/Management Analyst; David Salazar, Assistant City Engineer; Jeff Weber, Fleet & Facilities/Operations Director; Zac Hilton, Streets and Storm Drain/Parks and Recreation Manager; Mack Straw, Public Utility Manager; Brad Hickman, Public Works Director; Larry Diamond, Storm Water Supervisor; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Lianne Pengra, Chief Deputy Recorder; Michele Graves, Library Director; Chas Glenn, Executive Assistant; and Angela Valenzuela, Human Resources Manager.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:02 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Unified Fire Service Area Tax Rate

[The recording of the discussion can be found online here at 00:00:24.](#)

Unified Fire Authority Chief Financial Officer Tony Hill and Fire Chief Dominic Burchett presented the item. They explained the increase in the tax rate and how those funds will be used.

1.B. DISCUSSION – Stormwater Code Changes and Rate Study

[The recording of the discussion can be found online here at 00:26:33.](#)

Finance/Management Analyst Terrence Dela Pena presented the item. Storm Water Supervisor Larry Diamond and Streets and Storm Drain/Parks and Recreation Manager Zac Hilton answered questions from the Council regarding the item. The City's current stormwater code includes outdated billing and Equivalent Residential Unit (ERU) calculations. The Stormwater Fee was last amended in 2022. Since then, rapid growth and aging infrastructure have presented challenges, particularly in managing runoff from certain areas in the City and ensuring system maintenance; this division is understaffed with three full-time employees. In response, City staff conducted a thorough review, proposing amendments to the

stormwater code and evaluating a rate study to assess the financial needs in operations and addressing aging infrastructure needs over the next few years.

2. AGENDA REVIEW

12.A. MASTER SITE PLAN – Firefly NPA 8 Phase A, Plat 8

[The recording of the discussion can be found online here at 01:12:15.](#)

The proposed master site plan review includes 119 townhouses on 10.20 acres within Neighborhood Planning Area 8 Phase A Plat 8 of the Firefly master planned community, Utah County Parcel Number 59:052:0025. Applicant representative David Vitek addressed the Council regarding the item.

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Rush Creek Properties, LLC for the Acquisition of Right-of-Way for the Mid Valley Road Extension

[The recording of the discussion can be found online here at 01:29:56.](#)

Interim City Manager Steve Mumford answered questions of the Council regarding the status of engineered plans for the right-of-way extension.

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Non-Standard Transportation Impact Fee for QTS.

[The recording of the discussion can be found online here at 01:31:01.](#)

City Attorney Marcus Draper answered questions of the Council regarding the item. QTS has requested a non-standard transportation impact fee for their facility along Hyperscale Way, west of the Meta datacenter.

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.

[The recording of the discussion can be found online here at 01:37:21.](#)

Planner Elizabeth Fewkes presented the item. The proposed amendment implements the Moderate Income Housing (MIH) Strategy 5: “Demonstrate implementation of any program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.” This strategy was adopted by the City Council to fulfill MIH requirements per Utah State Code Section 10-9a-403.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham moved to adjourn into a Closed Session for the purpose of discussion of the purchase, lease, or exchange of real property, pursuant to Section*

52-4-205(1) of the Utah Code, Annotated. Councilmember Wright seconded the motion.

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 01:59:49.](#)

The meeting was adjourned at 6:02 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

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

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

None.

7. PUBLIC COMMENTS

[The recording of the public comments can be found online here at 02:02:28.](#)

Mayor Westmoreland opened the public comment period at 7:22 PM.

The following individuals spoke during the public comment period: KC Reben, Rebekkah Allen, Alexis Rich, Jeff Ruth, Nathan Merrill, and Jessica Anderson.

Mayor Westmoreland closed the public comment period at 7:51 PM.

8. CITY COUNCIL/MAYOR ITEMS

[The recording of the Mayor and Councilmember comments can be found online here at 02:32:05.](#)

The Mayor and Councilmembers offered comments to the public.

9. PROCLAMATION

- 9.A. PROCLAMATION – A Proclamation of Eagle Mountain City, Utah, Proclaiming November 30, 2024, as Small Business Saturday.

Mayor Westmoreland read the proclamation.

MOTION: *Councilmember Clark moved to approve a Proclamation of Eagle Mountain City, Utah, Proclaiming November 30, 2024 as Small Business Saturday. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:48:16.](#)

CONSENT AGENDA

10. BOND RELEASES

- 10.A. Cleverley Court Plat A – Into Warranty
- 10.B. Parkway Fields Phase B, Plat 2 – Into Warranty

11. MINUTES

- 11.A. October 30, 2024 Minutes – Special Joint Work Session
- 11.B. November 6, 2024 Minutes – Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

- 12.A. MASTER SITE PLAN – Firefly NPA 8 Phase A, Plat 8

13. RESOLUTIONS

- 13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Rush Creek Properties, LLC for the Acquisition of Right-of-Way for the Mid Valley Road Extension.
- 13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Non-Standard Transportation Impact Fee for QTS.

MOTION: *Councilmember Wright moved to approve the consent agenda. Councilmember Wood seconded the motion.*

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

Brett Wright Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:49:23.](#)

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.

[The recording of the discussion can be found online here at 02:49:45.](#)

Planner Elizabeth Fewkes presented the item. The proposed amendment implements the Moderate Income Housing (MIH) Strategy 5: “Demonstrate implementation of any program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.” This strategy was adopted by the City Council to fulfill MIH requirements per Utah State Code Section 10-9a-403.

Mayor Westmoreland opened the public hearing at 8:10 PM. As there were no comments, he closed the hearing.

MOTION:

Councilmember Wright moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones with the following changes:

- EMMC 17.25.020(E)(2)(a)(iv) and 17.25.020(F)(1)(a)(iv) are changed to, “Deed Restrictions: A deed restriction shall be recorded for the property dedicated as a moderate income dwelling unit that establishes the unit shall be occupied by the owner and priced for a household with a gross income equal to or less than 80% of the median gross income for Utah County;” and*
- EMMC 17.25.020(E)(2)(a)(i) and 17.25.020(F)(1)(a)(i) are changed to, “Required Amount of Moderate Income Housing: A minimum of 10% of new residential development in this zone shall be dedicated to moderate income housing (MIH) units priced for occupancy by households with a gross income equal to or less than 80% of the median gross income for Utah County per Utah Code 10-9a-103.”*

Councilmember Gray seconded the motion.

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:06:39.](#)

15. LEGISLATIVE ITEMS

15.A. UPDATE – Legislative Priorities List

[The recording of the discussion can be found online here at 03:07:33.](#)

MOTION: *Councilmember Clark moved that a study of public transit innovation grants be added to the Legislative Priorities List. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:15:13.](#)

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

None.

17. COMMUNICATION ITEMS

17.A. Financial Report

17.B. Upcoming Agenda Items

18. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 8:40 PM. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:20:54.](#)

The meeting was adjourned at 8:40 PM.

Approved by the City Council on December 3, 2024.

Lianne Pengra, CMC
Chief Deputy Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Land Corporation for the Acquisition of Right-of-Way for Old Airport Road, North.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$259,200 (2.88 acres at a price of \$90,000/acre)
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	2.88 Acres

PUBLIC HEARING

No

PREPARED BY

Fionnuala Kofoed, Assistant City Manager/City Recorder

PRESENTED BY

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Land Corporation for the Acquisition of Right-of-Way for Old Airport Road, North, and authorize the Mayor to sign the agreement.

BACKGROUND:

This agreement is part of Phase Three of the Airport Road extension project.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Old Airport Road ROW-Ivory Land Corp
2. Old Airport Road ROW Purchase-Ivory Land Corp
3. Old Airport Road ROW Purchase-Ivory Land Corp - Updated

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PURCHASE AGREEMENT WITH IVORY LAND CORPORATION FOR THE ACQUISITION OF RIGHT-OF-WAY FOR OLD AIRPORT ROAD, NORTH

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a purchase agreement with Ivory Land Corporation for the acquisition of a Right-of-Way for Old Airport Road, as set forth in Exhibit A.

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

1. The Purchase Agreement with Ivory Land Corporation is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Ivory Land Corporation, a Utah corporation (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 29.50 acres of undeveloped land located in the City, Utah County Parcel Numbers 58:047:0058 and 58:047:0060 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 2.88 acres of the Land, including the entirety of parcel 58:047:0058 and approximately 1.42 acres of parcel 58:047:0060 as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price and Additional Consideration.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be two hundred fifty-nine thousand two hundred dollars (\$259,200) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 2.88 acres and a price of ninety thousand dollars (\$90,000) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** Seller is a developer and builder with active projects in the City. Pursuant to Eagle Mountain Municipal Code Section 16.35.040, Seller is obligated to dedicate water rights or purchase water from the City. In lieu of a cash payment, City shall credit Seller with two hundred fifty-nine thousand two hundred dollars (\$259,200) towards the purchase of water for future development requirements.
- c. **Future Development Area.** Seller plans to develop in the future nearby property that it owns or has an interest in, including without limitation the remaining portion of parcel 58:047:0060 (“**Future Development Area**”). The Future Development Area is currently zoned with the Agriculture zone. Seller intends to petition the City for a rezone of the Future Development Area to commercial and residential zones. Seller acknowledges that City is under no obligation to grant the rezone request. Nevertheless, City agrees to consider any rezone petition for the Future Development Area in good faith and will not unreasonably delay consideration of the request.
- d. **Access to Sewer and Water Lines.** Sewer and water lines have recently been or are currently being constructed along Belle Street, directly east of the Land (“**Utility Lines**”). As part of Seller’s plans to develop the Future Development Area, Seller will have a need to connect to the Utility Lines. Upon Seller’s request, the City agrees to provide Seller lawful access through an easement or other conveyance necessary to allow Seller access and the ability connect to the Utility Lines. The construction and installation of the Utility Lines shall be completed at Seller's expense.
- e. **Construction of Road Extension.** To facilitate development of the Future Development Area, Seller would like to construct sewer and water lines underneath the Road Extension (“**Additional Utility Lines**”) to connect to the Utility Lines. City agrees to allow Seller to construct the Additional Utility Lines. Seller shall bear all costs associated with the construction of the Additional Utility Lines. Seller agrees to construct the Road Extension, if agreed upon by Mountainland Association of Governments, within the timeline required by the City. Seller shall bear the initial costs of the Road Extension and the City shall reimburse Seller within thirty (30) days of the completion of both (1) the City’s final inspection of the Road Extension accepting the Road Extension into a warranty period, and (2) receipt of documentation showing Seller’s actual costs. Notwithstanding the foregoing, Seller shall bear the costs associated with the redesign of the Road Extension, if necessary, to accommodate the construction of the Additional Utility Lines.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.

- i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City's sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City's objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller's Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
 - c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).
4. **Closing Costs; Prorations.**
- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement.

“Closing” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (**“Official Records”**).

- b. **Place of Closing.** The Closing shall be coordinated by the Eagle Mountain City Recorder's Office c/o Fionnuala Kofoed (the **“Escrow Agent”**). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below).
- c. **Closing Costs.** Seller shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (2) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the **“Closing Costs.”**
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
- f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.

- g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
- 5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
 - a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
- 6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
 - a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

- c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

- 7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
- b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

- 8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at

such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit B** attached hereto (the “**Deed**”). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.

b. **Seller’s Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, “**Seller's Closing Documents**”):

- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit B**;
- ii. A Closing Statement, duly executed and delivered by Seller;
- iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
- iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
- v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.

c. **City’s Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, “**City's Closing Documents**”):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City’s authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge

with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a corporation, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments

that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.

- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed.
 - i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;

- iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
- v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
- vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
- vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
- viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

'Environmental Claim' means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

"**Hazardous Materials**" shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local

statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase "the best of Seller's actual knowledge" and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "**OFAC Rules**"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or

incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a

person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:
- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other

terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.

- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

recorder@emcity.org

If to Seller:

Ivory Land Corporation
Attn: Brad Mackay
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the

contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.

- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
 - t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
 - u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
 - v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.
15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

IVORY LAND CORPORATION
A Utah corporation

Kevin Anglesey, Secretary

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Legal Description of the Property
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT A

Legal Description of Parcel 58:047:0058

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located North 89°06'06" West 510.81 feet along the Section line from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence continuing along said section line South 00°53'55" West 652.57 feet; thence South 62°25'13" West 106.94 feet; thence North 00°53'55" East 703.56 feet; thence South 89°06'06" East 94.00 feet to the point of beginning.

Legal Description of Parcel 58:047:0060

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S0°52'29"W 629.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°58'52"W 765.57 feet; thence S62° 14'18"W 1,082.24 feet; thence N40°26'13"W 922.69 feet; thence N62°25'13"E 1,235.85 feet; thence S89°24'31 "E 473.85 feet to the point of beginning.

EXHIBIT B

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°06'06"E 510.81 feet along the Section line and S0°53'55"W 652.57 feet from the North Quarter Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°53'55"W 227.69 feet; thence along the arc of a curve to the left with a radius of 728.00 feet a distance of 365.48 feet through a central angle of 28°45'50" Chord: S13°29'00"E 361.65 feet; thence S27°51'55"E 67.36 feet; thence S62°08'01"W 94.00 feet; thence N27°51'55"W 67.36 feet; thence along the arc of a curve to the right with a radius of 822.00 feet a distance of 412.67 feet through a central angle of 28°45'50" Chord: N13°29'00"W 408.35 feet; thence N00°53'55"E 176.70 feet; thence N62°25'13"E 106.94 feet to the point of beginning.

Contains: 1.42 acres+/-

EXHIBIT C

WHEN RECORDED, RETURN TO:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

QUIT CLAIM DEED

Ivory Land Corporation, a Utah corporation,

Grantor, of Salt Lake County, Salt Lake City, State of Utah, hereby quitclaims to

Eagle Mountain City, a political subdivision of the State of Utah,

Grantee, of Eagle Mountain, Utah County, State of Utah, for the sum of No Dollars and No/100 Dollars (\$0.00) and other good and valuable consideration, the following described tract of land in Utah County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.

Subject to easements, restrictions, and rights-of-way appearing of record or enforceable in law or equity.

WITNESS the hand(s) of said Grantor(s), this _____ day of _____,
20_____.

Ivory Land Corporation, a Utah corporation,

By: _____
Name, Title

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Ivory Land Corporation, a Utah corporation (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 29.50 acres of undeveloped land located in the City, Utah County Parcel Numbers 58:047:0058 and 58:047:0060 as more particularly described and depicted in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 2.88 acres of the Land, including the entirety of parcel 58:047:0058 and approximately 1.42 acres of parcel 58:047:0060 as more particularly described and depicted¹ in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price and Additional Consideration.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be two hundred fifty-nine thousand two hundred dollars (\$259,200) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 2.88 acres and a price of ninety thousand dollars (\$90,000) per acre.

¹ Note: No subdivision approval has been sought or is being granted. The depiction of lots adjacent to the Road Extension is for illustrative purposes only.

The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** Seller is a developer and builder with active projects in the City. Pursuant to Eagle Mountain Municipal Code Section 16.35.040, Seller is obligated to dedicate water rights or purchase water from the City. In lieu of a cash payment, City shall credit Seller with two hundred fifty-nine thousand two hundred dollars (\$259,200) towards the purchase of water for future development requirements.
- c. **Future Development Area.** Seller plans to develop in the future nearby property that it owns or has an interest in, including without limitation the remaining portion of parcel 58:047:0060 (“**Future Development Area**”). The Future Development Area is currently zoned with the Agriculture zone. Seller intends to petition the City for a rezone of the Future Development Area to commercial and residential zones. Seller acknowledges that City is under no obligation to grant the rezone request. Nevertheless, City agrees to consider any rezone petition for the Future Development Area in good faith and will not unreasonably delay consideration of the request.
- d. **Access to Sewer and Water Lines.** Sewer and water lines have recently been or are currently being constructed along Belle Street, directly east of the Land (“**Utility Lines**”). As part of Seller’s plans to develop the Future Development Area, Seller will have a need to connect to the Utility Lines. Upon Seller’s request, the City agrees to provide Seller lawful access through an easement or other conveyance necessary to allow Seller access and the ability connect to the Utility Lines. The construction and installation of the Utility Lines shall be completed at Seller's expense.
- e. **Construction of Road Extension.** To facilitate development of the Future Development Area, Seller would like to construct sewer and water lines underneath the Road Extension (“**Additional Utility Lines**”) to connect to the Utility Lines. City agrees to allow Seller to construct the Additional Utility Lines. Seller shall bear all costs associated with the construction of the Additional Utility Lines. Seller agrees to construct the Road Extension, if agreed upon by Mountainland Association of Governments, within the timeline required by the City. Seller shall bear the initial costs of the Road Extension and the City shall reimburse Seller within thirty (30) days of the completion of both (1) the City’s final inspection of the Road Extension accepting the Road Extension into a warranty period, and (2) receipt of documentation showing Seller’s actual costs. Notwithstanding the foregoing, Seller shall bear the costs associated with the redesign of the Road Extension, if necessary, to accommodate the construction of the Additional Utility Lines.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports,

site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "**Property Documents**").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "**Closing**" shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").
- b. **Place of Closing.** The Closing shall be coordinated by the Eagle Mountain City Recorder's Office c/o Fionnuala Kofoed (the "**Escrow Agent**"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below).
- c. **Closing Costs.** Seller shall pay for (1) the cost of the Title Policy, (2) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (2) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the "**Closing Costs.**"
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit B** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit B**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a corporation, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Ivory Land Corporation
Attn: Brad Mackay
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

IVORY LAND CORPORATION
A Utah corporation

Kevin Anglesey, Secretary

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Legal Description of the Property
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT A

Legal Description of Parcel 58:047:0058

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located North 89°06'06" West 510.81 feet along the Section line from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence continuing along said section line South 00°53'55" West 652.57 feet; thence South 62°25'13" West 106.94 feet; thence North 00°53'55" East 703.56 feet; thence South 89°06'06" East 94.00 feet to the point of beginning.

Legal Description of Parcel 58:047:0060

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S0°52'29"W 629.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°58'52"W 765.57 feet; thence S62° 14'18"W 1,082.24 feet; thence N40°26'13"W 922.69 feet; thence N62°25'13"E 1,235.85 feet; thence S89°24'31 "E 473.85 feet to the point of beginning.

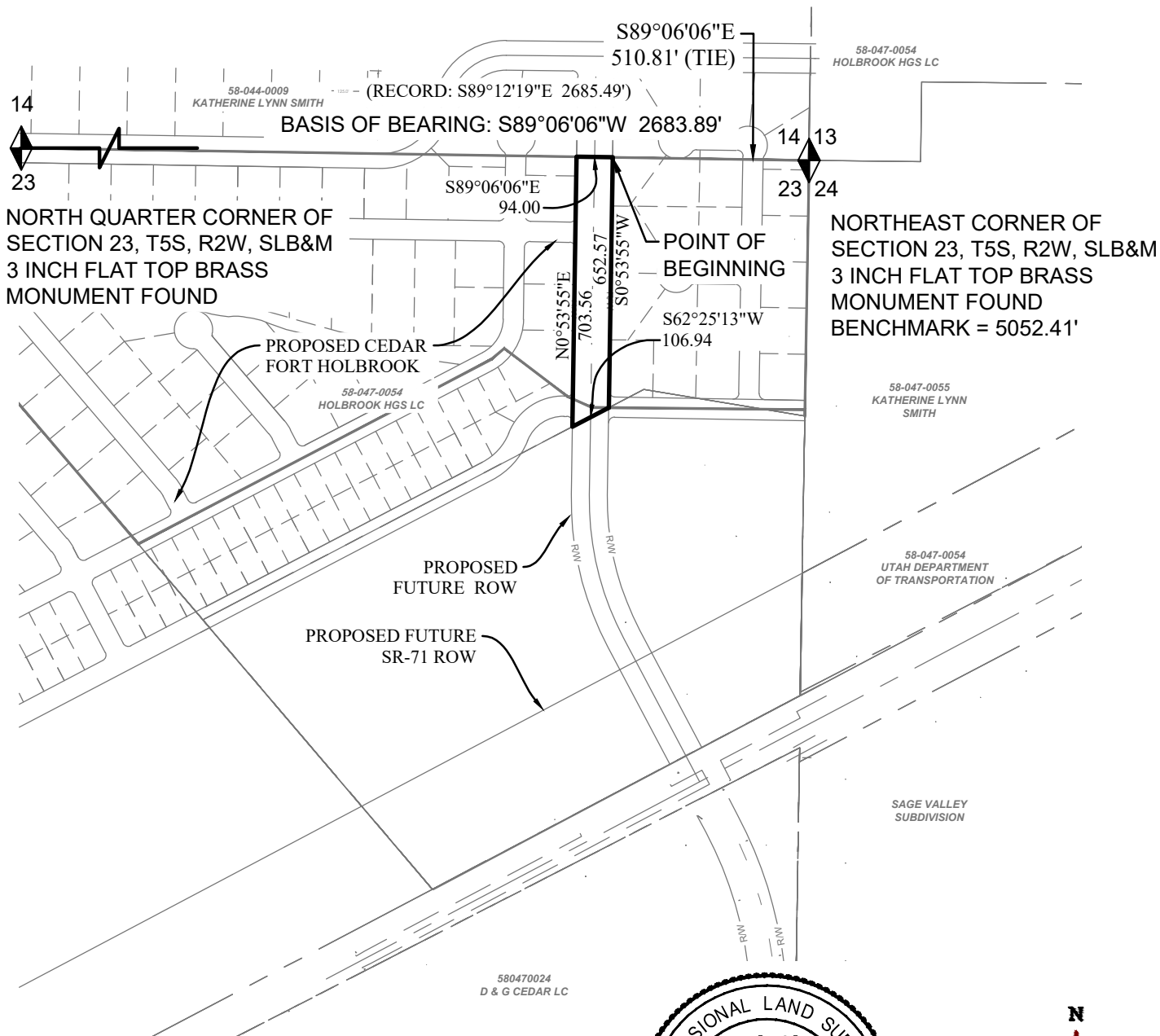
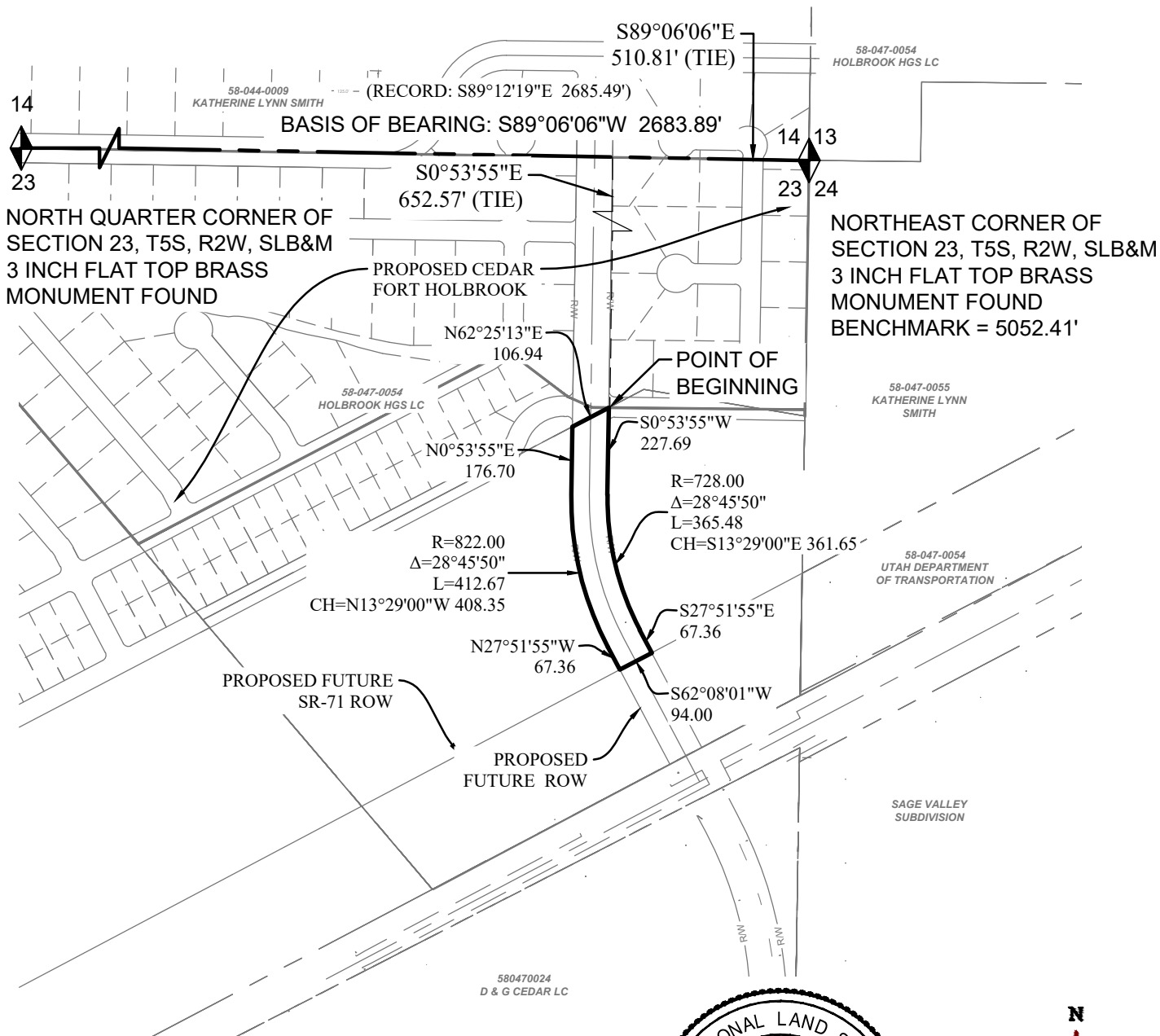


EXHIBIT B

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°06'06"E 510.81 feet along the Section line and S0°53'55"W 652.57 feet from the North Quarter Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°53'55"W 227.69 feet; thence along the arc of a curve to the left with a radius of 728.00 feet a distance of 365.48 feet through a central angle of 28°45'50" Chord: S13°29'00"E 361.65 feet; thence S27°51'55"E 67.36 feet; thence S62°08'01"W 94.00 feet; thence N27°51'55"W 67.36 feet; thence along the arc of a curve to the right with a radius of 822.00 feet a distance of 412.67 feet through a central angle of 28°45'50" Chord: N13°29'00"W 408.35 feet; thence N00°53'55"E 176.70 feet; thence N62°25'13"E 106.94 feet to the point of beginning.

Contains: 1.42 acres+/-



Cedar fort ROW exhibit 2

LOCATION: THE NORTHEAST 1/4 OF SECTION 23,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SLB&M

EXHIBIT C

WHEN RECORDED, RETURN TO:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

QUIT CLAIM DEED

Ivory Land Corporation, a Utah corporation,

Grantor, of Salt Lake County, Salt Lake City, State of Utah, hereby quitclaims to

Eagle Mountain City, a political subdivision of the State of Utah,

Grantee, of Eagle Mountain, Utah County, State of Utah, for the sum of No Dollars and No/100 Dollars (\$0.00) and other good and valuable consideration, the following described tract of land in Utah County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.

Subject to easements, restrictions, and rights-of-way appearing of record or enforceable in law or equity.

WITNESS the hand(s) of said Grantor(s), this _____ day of _____,
20_____.

Ivory Land Corporation, a Utah corporation,

By: _____
Name, Title

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN EASEMENT AGREEMENT WITH IVORY LAND CORPORATION

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an easement agreement with Ivory Land Corporation, as set forth in Exhibit A.

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

1. The Easement Agreement with Ivory Land Corporation is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

WHEN RECORDED, PLEASE RETURN TO:

Fionnuala B. Kofoed, City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Owner Parcel No. 58:047:0060

Easement Agreement

This Easement Agreement (“**Agreement**”) is entered into this _____ day of _____ 2024 (the “**Effective Date**”), by and between Ivory Land Corporation, LC, a Utah Corporation (“**Owner**”), and EAGLE MOUNTAIN CITY, a Utah municipality (“**City**”) (“**Owner**” and “**City**” may be individually referred to as a “**Party**” or collectively as the “**Parties**”), located at 1650 E. Stagecoach Run, Eagle Mountain, UT 84005.

RECITALS

A. Owner owns an undivided fee simple interest in certain real property consisting of approximately 28.04 acres of undeveloped land located in the City, Utah County Parcel Number 58:047:0060 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”);

B. The City is looking to acquire an easement on approximately .6 acres of land (“**Easement Property**”), more particularly described in **Exhibit B**, to extend Old Airport Road (“**Road Extension**”) as public right-of-way; and

C. The Owner is willing to grant to City an easement (“**Easement**”) to construct and maintain the Road Extension upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Owner hereby grants to the City the Easement on the Easement Property for the purpose of constructing, installing, and maintaining the Road Extension and for use as public right-of-way, as well as underground utilities.

2. Termination of Easement. The Parties anticipate that the Utah Department of Transportation (“**UDOT**”) will acquire the Easement Property in the future to facilitate expansion of S.R. 73. The Easement and this Agreement shall remain effective until the City and UDOT reach a separate agreement to terminate the Easement.

3. Easement(s) -- Non-Interference. At the request of the City, the Owner shall move any property interfering with the construction, installation, or maintenance of the Road Extension at Owner's sole cost and expense.

4. Run with Land. The provisions of this Agreement shall run with the Easement Property in perpetuity and shall be binding upon any person or entity having or acquiring any right, title, and interest in or to any portion of the Easement Property, unless the Easement is terminated in accordance with paragraph 2.

5. Recording Agreement / Termination. Owner or the City may cause this Agreement to be recorded.

6. Indemnification. Owner (including all future owners of the Easement Property) agrees to indemnify and hold the City harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with Owner's use of the Easement Property prior to the termination of this Agreement. City agrees to indemnify and hold the Owner harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with City's use of the Easement Property.

7. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and addressed to following Address:

To City: Eagle Mountain City
Attn: City Recorder
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To Owner: Ivory Land Corporation
Attn: Brad Mackey
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

Electronic delivery of notice shall be deemed effective upon its actual receipt provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9. Attorney Fees / Venue. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. All actions to enforce this Agreement shall be brought in the Fourth Judicial District Court in and for Utah County, Utah.

10. No Third Party Beneficiaries. Enforcement of the terms of this Agreement is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Agreement provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.

11. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

12. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

13. Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

14. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

15. Warranty of Authority. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. City and Applicant each represent and warrant that it has full legal right and authority to enter into this Agreement.

16. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. Entire Agreement. This written Agreement, including exhibits, constitutes the entire agreement between the parties and may be amended only by written agreement, properly executed by the parties.

Signature

Print Name:

Signature

Print Name:

On _____, 2024, personally appeared before me, a notary public, _____, who is personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that (s)he executed the above instrument.

Notary Public

EAGLE MOUNTAIN CITY

ATTEST:

By: _____
Tom Westmoreland, Mayor

Fionnuala B. Kofoed, City Recorder

APPROVED AS TO FORM:

Marcus O. Draper, City Attorney

EXHIBIT A

Legal Description of Parcel 58:047:0060

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S0°52'29"W 629.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°58'52"W 765.57 feet; thence S62° 14'18"W 1,082.24 feet; thence N40°26'13"W 922.69 feet; thence N62°25'13"E 1,235.85 feet; thence S89°24'31 "E 473.85 feet to the point of beginning.

EXHIBIT B

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°06'06"E 388.58 feet along the Section line and S0°53'54"W 1289.63 feet from the North Quarter Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S27°51'55"E 278.78 feet; thence S62°10'01"W 94.00 feet; thence N27°51'55"W 278.72 feet; thence N62°08'01"E 94.00 feet to the point of beginning.

Contains: 26,202 square feet or 0.60 acres+/-

WHEN RECORDED, PLEASE RETURN TO:
Fionnuala B. Kofoed, City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Owner Parcel No. 58:047:0060

Easement Agreement

This Easement Agreement (“**Agreement**”) is entered into this _____ day of _____ 2024 (the “**Effective Date**”), by and between Ivory Land Corporation, LC, a Utah Corporation (“**Owner**”), and EAGLE MOUNTAIN CITY, a Utah municipality (“**City**”) (“**Owner**” and “**City**” may be individually referred to as a “**Party**” or collectively as the “**Parties**”), located at 1650 E. Stagecoach Run, Eagle Mountain, UT 84005.

RECITALS

A. Owner owns an undivided fee simple interest in certain real property consisting of approximately 28.04 acres of undeveloped land located in the City, Utah County Parcel Number 58:047:0060 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”);

B. The City is looking to acquire an easement on approximately .6 acres of land (“**Easement Property**”), more particularly described and depicted in **Exhibit B**¹, to extend Old Airport Road (“**Road Extension**”) as public right-of-way; and

C. The Owner is willing to grant to City an easement (“**Easement**”) to construct and maintain the Road Extension upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Owner hereby grants to the City the Easement on the Easement Property for the purpose of constructing, installing, and maintaining the Road Extension and for use as public right-of-way, as well as underground utilities.

2. Termination of Easement. The Parties anticipate that the Utah Department of Transportation (“**UDOT**”) will acquire the Easement Property in the future to facilitate

¹ Note: No subdivision approval has been sought or is being granted. The depiction of lots adjacent to the Road Extension is for illustrative purposes only.

expansion of S.R. 73. The Easement and this Agreement shall remain effective until the City and UDOT reach a separate agreement to terminate the Easement.

3. Easement(s) -- Non-Interference. At the request of the City, the Owner shall move any property interfering with the construction, installation, or maintenance of the Road Extension at Owner's sole cost and expense.

4. Run with Land. The provisions of this Agreement shall run with the Easement Property in perpetuity and shall be binding upon any person or entity having or acquiring any right, title, and interest in or to any portion of the Easement Property, unless the Easement is terminated in accordance with paragraph 2.

5. Recording Agreement / Termination. Owner or the City may cause this Agreement to be recorded.

6. Indemnification. Owner (including all future owners of the Easement Property) agrees to indemnify and hold the City harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with Owner's use of the Easement Property prior to the termination of this Agreement. City agrees to indemnify and hold the Owner harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with City's use of the Easement Property.

7. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and addressed to following Address:

To City: Eagle Mountain City
Attn: City Recorder
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To Owner: Ivory Land Corporation
Attn: Brad Mackey
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

Electronic delivery of notice shall be deemed effective upon its actual receipt provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9. Attorney Fees / Venue. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court

costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. All actions to enforce this Agreement shall be brought in the Fourth Judicial District Court in and for Utah County, Utah.

10. No Third Party Beneficiaries. Enforcement of the terms of this Agreement is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Agreement provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.

11. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

12. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

13. Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

14. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

15. Warranty of Authority. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. City and Applicant each represent and warrant that it has full legal right and authority to enter into this Agreement.

16. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental

Notary Public

EAGLE MOUNTAIN CITY

ATTEST:

By: _____
Tom Westmoreland, Mayor

Fionnuala B. Kofoed, City Recorder

APPROVED AS TO FORM:

Marcus O. Draper, City Attorney

EXHIBIT A

Legal Description of Parcel 58:047:0060

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

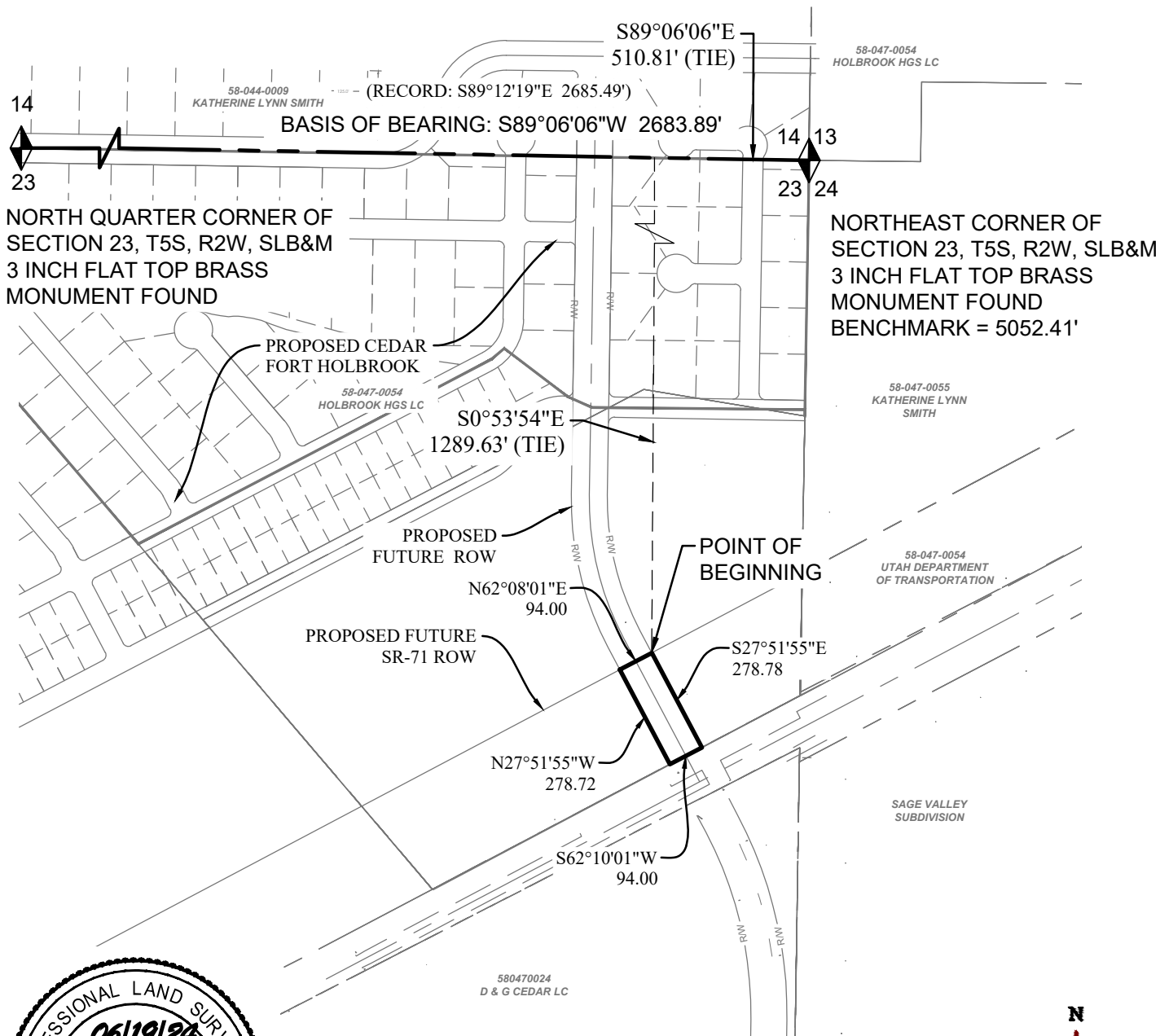
Beginning at a point located S0°52'29"W 629.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S00°58'52"W 765.57 feet; thence S62° 14'18"W 1,082.24 feet; thence N40°26'13"W 922.69 feet; thence N62°25'13"E 1,235.85 feet; thence S89°24'31 "E 473.85 feet to the point of beginning.

EXHIBIT B

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°06'06"E 388.58 feet along the Section line and S0°53'54"W 1289.63 feet from the North Quarter Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S27°51'55"E 278.78 feet; thence S62°10'01"W 94.00 feet; thence N27°51'55"W 278.72 feet; thence N62°08'01"E 94.00 feet to the point of beginning.

Contains: 26,202 square feet or 0.60 acres+/-





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	Agreement for Website Maintenance Services with WDG
ITEM TYPE:	Agreement
FISCAL IMPACT:	\$15,000
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with The Web Development Group for Website Maintenance Services, and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City recently launched its new website at eaglemountain.gov. The website was primarily designed and developed by WDG, a WordPress/Web Development firm. This agreement would take the place of an existing agreement with Jibe Media that will be allowed to expire for the purposes of ongoing maintenance of the website.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. RES--Website Maintenance Agreement - WDG
2. Website Maintenance Agreement - WDG

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE WEB DEVELOPMENT GROUP FOR WEBSITE MAINTENANCE SERVICES

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with The Web Development Group for website maintenance services, as set forth in Exhibit A.

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

1. The Professional Services Agreement with The Web Development Group is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



Professional Services Agreement

This agreement is entered into as of **Dec 3, 2024**, (the "Effective Date") by and between DialogConcept, LLC. trading as The Web Development Group ("WDG"), and **Eagle Mountain City** ("Client").

1. Description

In exchange for the nonrefundable fees set forth below, WDG will provide the following WordPress professional services for the digital property: <https://eaglemountain.gov>.

2. Payment & Duration

Services Description	hours	Rate	Term from Renewal date	Total Cost
Professional Services: WordPress Development	50	\$300/ Hourly	12/3/2024 - 12/2/2025	\$15,000

Invoice for **\$15,000** US Dollars due **net 30**.

3. Details

General work and business office hours are 9am to 5pm Eastern Time. Our offices are closed during weekends, after 5pm during weekdays and all federally recognized holidays. Clients should not assume that WDG has staff available to work after regular business hours. From time to time, 'after hour' requests may be required, and it is the client's responsibility to provide advance notice and for WDG to approve such notice. After hours requests will be billed separately at two (2) times the signed hourly rate. "Stand by" or stay "On Call" requests will be billed for the hours WDG is requested to be on standby or on call. After hours services are not guaranteed.

Services include the following proactive tasks as hours allow:

- CMS CORE Updates:
 - Core Critical WordPress Security Releases/Patches.
 - Non-critical Core CMS Feature/Bug Fix Updates to latest stable version.
- CMS Plug-in/module updates:
 - Critical Plugin updates Security releases/patches.
 - Non-critical Core Plugin updates to the latest stable version.
- PHP updates: Minor releases that are in sequence (.1, .2, .3, etc.)
- Liaison between hosting provider
- Feature Updates
 - See "Other professional services" paragraph below

Assumptions

- CMS Core and CMS Plugin updates typically take 3-5 hours to complete monthly, however if a future update breaks the custom theme more hours may be required to remediate
- Core CMS and Plugin updates are addressed when stable versions are released by the WordPress Community

- WDG expects the vast majority of the budget to be leveraged toward Core CMS and Plugin updates. Feature Updates may require additional budget.

Critical incidents or requests – Resolution times may vary depending on complexity of incident and resolution times cannot be guaranteed. Feature requests, general questions or any other professional services do not constitute an “incident” or “critical”. Applicable Critical incident examples:

- Service is down or unavailable for all public-facing users and is not hosting related
- A critical part of the software/application is unavailable or inaccessible for all public-facing users
- Service crashes or hangs indefinitely causing inaccessible or indefinite delays for all users.
- Majority of Data is corrupt, or lost and must be restored

It is Client's responsibility to check proofs carefully for accuracy in all respects, including (but not limited to) spelling in copy and content of technical documentations, recommendations or illustrations and testing the final product including accessibility prior to accepting. Client is responsible for the management, accuracy and adequacy of all content, media, information and data.

Other professional services requirements and/or requests will be scoped, resourced and may take up to three weeks prior to start actual work. Requirements/requests will be scoped for an estimated “Level of Effort” in hours and scoping for requirements/requests will use professional services hours from the pre-purchased and available hours. Estimates over 10 hours will require client written acceptance/sign off in order to move into scheduling/development. Billing increments for new requirements/requests are rounded up to the nearest 2-hour increment. If the requirements or level of effort for any ticket is unknown, WDG will request approval of an initial allotment of hours for discovery and will provide more accurate hour estimates thereafter. Level of Effort, estimates and or scope may change during development and may require additional billable hours. Tickets will be scheduled for development based on priority and level of effort. All estimates or billable hours apply to scoping, research, strategy, discovery, design, development, quality assurance, project management, and deployment (Professional services). Scoping and or seeking clarification (including back and forth communication with our team) for a feature request or ticket is billable. Modules/Plugin updates that are not compatible with an update, will require billable hours. Major CMS upgrades such as WordPress to WordPress Gutenberg, or Drupal 7, to 8 to Drupal 9/10 will require professional service billable hours. As part of this agreement, WDG does not provide server/hosting upgrades.

Should a client not approve or reply to a ticket within 5 business days, the ticket will be put on backlog and taken out of the resourcing queue. Should a client not approve or reply to a ticket within 30 days of submission, the ticket may be removed from the system.

WDG cannot and will not guarantee that the services or solutions provided will not be subject to security breaches or system errors. The Client, its hosting partners or its own internal IT teams are solely responsible for all security updates, server updates, patching, bandwidth, hosting infrastructure, uptime of servers, and website regardless of scope and/or services WDG is hired for. WDG is not responsible for downtime, poor performance, content, search engine rankings, 508 compliance, accessibility failures, accessibility lawsuits, security breach or loss of data. Any and all cyber security data collection, investigations and/or assistance with cyber forensic firms will utilize billable professional services hours at a rate of \$300.00 an hour. WDG is not responsible for any bug(s) caused by changes on any third-party platforms or environments, including but not limited to updates to operating systems, compile systems, code libraries and languages. Under this agreement and scope, WDG is neither responsible for nor hired to provide server/hosting upgrades, browser support for future releases/versions of mobile and desktop or future PHP code version updates or upgrades. WDG cannot be held liable for issues concerning the hosting provider, third-party software or applications used or services, new code deployment, configuration, setup, security maintenance performed by the staff of the Client, third-party contractors or hosting company. Should the client need a website



backup, or restore from a backup, the hosting provider must set up a regular backup process and allow WDG access to download the most recent backup.

Limited Liability

The Client and WDG both acknowledge that the services and solutions provided may be subject to vulnerabilities, cyber attacks and security breaches. WDG shall not be liable for any losses or damages arising from any such vulnerabilities, cyber attacks or security breaches. Post technical delivery, the Client shall assume full responsibility for all website maintenance, security updates, patching, bandwidth, hosting infrastructure, uptime of servers, website, content management system, plug-ins and/or features regardless of scope and/or services WDG is hired for. WDG shall not be responsible for any downtime, search engine rankings, 508 compliance, accessibility failures, accessibility lawsuits, security breaches or loss of data. In the event that any cyber security data collection, investigations and/or assistance with cyber forensic firms are required, such services shall be billed at WDG's standard professional services rate of \$300.00 per hour. The Client acknowledges that WDG shall not be responsible for any bug(s) caused by changes on any third-party platforms or environments, including but not limited to updates to operating systems, compile systems, code libraries and languages. Under this agreement and scope, WDG shall not be responsible for, nor hired to provide server configuration consulting, hosting environments, server infrastructure management, browser support for future releases/versions of mobile and desktop. WDG shall not be held liable for any issues concerning the hosting provider, third-party software or applications used or services, new code deployment, configuration, setup, security maintenance performed by the staff of the Client, third-party contractors or hosting company. The Client agrees that should a website backup or restore from a backup be necessary, the hosting provider must set up a regular backup process and allow WDG access to download the most recent backup.

IN NO EVENT WILL THE TOTAL AND CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT MINUS ALL EXPENSES IN TIME, MATERIAL AND LABOR INCURRED DURING THE CONTRACTED DATES AND SHALL BE ONLY FOR THOSE DAMAGES THAT ARE ACTUAL AND PROVABLE.

Auto Renewal

The maintenance portion of this agreement shall remain in effect for an initial term of 12 months from the Effective Date. Unless either party provides written notice of its intent not to renew this agreement at least thirty (30) days prior to the expiration of the then-current term, the agreement shall automatically renew for successive terms equal in length to the 12 month term. The renewal terms shall be subject to the same terms and conditions as set forth in this agreement, except that WDG reserves the right to adjust the pricing for the renewal term(s) upon providing written notice to the Client at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, WDG may, at its sole discretion, terminate this agreement at the end of the then-current term by providing the Client with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

_____ (Initials)

Acceptance

DialogConcepts LLC. D/B/A The Web Development Group		Company Name: Eagle Mountain City
By (Signature):		By (Signature):
Name (Print):		Name (Print):

Title:		Title:
Date:		Date:



EXHIBIT A

WDG AND CLIENT CONDUCT AND WORKING ENVIRONMENT POLICY

It is WDG's policy to encourage a congenial work environment of mutual respect and professionalism. Therefore, WDG expects all employees, clients and vendors to conduct themselves professionally, honestly, lawfully, with sensitivity to others, and with due regard for WDG's property, its employees, and its public image.

Listed below are some (but not all) actions that do not meet WDG's standards of conduct and will not be accepted as part of this Agreement:

- Threatening, intimidating or coercing WDG employees at any time.
- Any act of discrimination and/or harassment.
- Violation of any governmental law or regulation.
- Negligence or any careless action that endangers the life or safety of another person.
- Possession of dangerous or illegal firearms, weapons or explosives on WDG property.
- Being intoxicated during working hours.
- Unauthorized possession, removal, or destruction of any WDG property or the property of fellow employees, visitors, clients, vendors, etc.
- Engaging in acts of violence or making threats of violence toward anyone.
- Revealing confidential or private information about the Company or other employees to unauthorized persons.
- Attempts to unduly influence others in their religious or political views.
- Immoral conduct or indecency.

The above list is not intended to be all-inclusive and is for illustration only. Violation of these standards, or any other reasonable behavior standards, will not be tolerated and could be construed as breach of contract.

_____ (Initials)



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Consenting to the Transfer of Title to Property Located in the Boundary of the Interlocal of the New School District in West Utah County.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	Alpine School District

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

Steve Mumford, Interim City
Manager/Community
Development Director

PRESENTED BY

Steve Mumford

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Consenting to the Transfer of Title to Property Located in the Boundary of the Interlocal of the New School District in West Utah County.

BACKGROUND:

Alpine School District sent a letter of request for consent for the sale of parcel 59:042:0008, located within the boundaries of the new school district, created through the interlocal agreement. Per U.C.A. 53G-3-302 (6), the consent of the interlocal is required prior to the divided district's transferring or agreeing to transfer title to ASD property that is within the boundary of the new school district.

The parcel in question was intended for the purpose of building an elementary school in the area. That parcel is now in the direct path of the proposed new highway and part of the Utah Department of Transportation's master plan and corridor preservation. Prior to the creation of the new district, ASD was in negotiations with UDOT for the sale of the parcel to their corridor preservation arm. ASD has also identified and are in discussions for the purchase of a new parcel to replace this one, in the same area, which is not affected by the highway.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Consent to Transfer of Title-ASD
2. Letter of Request for Consent
3. Parcel Map with Proposed Road
4. Map with Proposed New Site

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, CONSENTING TO THE TRANSFER OF TITLE TO PROPERTY LOCATED IN THE BOUNDARY OF THE INTERLOCAL OF THE NEW SCHOOL DISTRICT IN WEST UTAH COUNTY

PREAMBLE

WHEREAS, in the 2024 General Election, voters approved a proposal to create a new school district; and

WHEREAS, Alpine School District wishes to sell Utah County Parcel 59:042:0008, located within the boundaries of the new school district, as it is in the direct path of a proposed new highway; and

WHEREAS, Utah Code Annotated 53G-3-302(6) states that a divided school district may not transfer or agree to transfer title to district property beginning on the day the new school district is created, without the prior consent of the legislative bodies of all interlocal agreement participants in which the boundaries of the new school district are located; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds it is in the public interest to consent to the sale of Utah County Parcel 59:042:0008, to allow Alpine School District to purchase a new parcel in the same area which is not affected by a future highway.

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

1. The City Council of Eagle Mountain City, Utah, consents to the sale of Utah County Parcel 59:042:0008.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder



Legal Services Department
Kraig Brinkerhoff, Executive Director
Hyrum Clarke, Associate Counsel
Naomi Krautner, Exec Secretary/Paralegal
575 N. 100 E.
American Fork, UT 84003

November 21, 2024

Steve Mumford, Eagle Mountain City
Mark Christensen, Saratoga Springs City
Wyatt Cook, Town of Cedar Fort
Hollie McKinney, Town of Fairfield

EMAIL: smumford@emcity.org, mark.christensen@saratogasprings.ut.gov, mayor@cedarfort.town,
hmckinney@fairfieldtown-ut.gov

RE: Request for Consent of the Transfer of Title to Property Located in the Boundary of the Interlocal of the New School District in West Utah County

Dear Interlocal Members of the new school district in west Utah County,

Alpine School District ("ASD") seeks your consent for the sale of parcel 59:042:0008, located within the boundaries of the new school district, created through your interlocal agreement. Per U.C.A. 53G-3-302 (6), the consent of the interlocal is required prior to the divided district's (ASD) transferring or agreeing to transfer title to ASD property that is within the boundary of the new school district.

The parcel in question was intended for the purpose of building an elementary school in the area. That parcel is now in the direct path of the proposed new highway and part of the Utah Department of Transportation's ("UDOT") master plan and corridor preservation. Prior to the creation of the new district ASD was in negotiations with UDOT for the sale of the parcel to their corridor preservation arm. We have also identified and are in discussions for the purchase of a new parcel to replace this one, in the same area, which is not affected by the highway. For this purpose we would greatly appreciate your cooperation and consent to the sale to UDOT so that we may purchase the new parcel to replace it, also within your new school district boundary. I am happy to address any questions that you may have on this matter and look forward to hearing back from you.

For your convenience maps showing the general mapped area and parcels have been included.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kraig Brinkerhoff", is written over a circular blue stamp or seal.

Kraig Brinkerhoff J.D.
Alpine School District
Executive Director, Legal Services







**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Psomas Engineering for Consulting Work Related to the Creation of a Water Utility Master Plan and an Updated Impact Fee Facilities Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$16,000
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Vince Hogge, City Engineer

PRESENTED BY

Vince Hogge

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement with Psomas Engineering for Consulting Work Related to the Water Utility Master Plan, and authorize the Mayor to sign the contract.

BACKGROUND:

Engineering requests the Council approve an agreement with Psomas Engineering for consulting services for preparation of a Water Utility Master Plan. The consultant will generate a water model for the city. The model will incorporate planned developments within the city and will estimate future water needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Water Master Plan & IFFP - Psomas
2. Water Master Plan & IFFP - Psomas

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS ENGINEERING FOR CONSULTING WORK RELATED TO THE CREATION OF A WATER UTILITY MASTER PLAN AND UPDATED IMPACT FEE FACILITIES PLAN

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Psomas Engineering for consulting work related to the creation of a Water Utility Master Plan and updated Impact Fee Facilities Plan, as set forth in Exhibit A.

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

1. The professional services agreement with Psomas Engineering is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

This contract and all attachments are public record.

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

Psomas

Name

11456 South Temple Drive Ste 200

Address

South Jordan, Utah 84095

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☐ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Travis Perry

Phone Number: 801-270-5777

Email: tperry@psomas.com

Vendor Number: 016905

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

Culinary Water Master Plan and IFFP

3. **CONTRACT PERIOD:**

Effective Date: December 3, 2024 Project Completion Deadline: April 3, 2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): December 3, 2025

Renewal Options (if applicable):

Eagle Mountain City Project Manager Signature: Vince Hogge

Digitally signed by Vince Hogge
Date: 2024.12.02 14:31:51 -07'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$16,000 GL Account No:

b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☐ Yes ☒ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 12/3/2024

Eagle Mountain City Purchasing Agent Signature:

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “**Confidential Information**” means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “**Contract**” means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) “**Consultant**” means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) “**Services**” means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) “**Proposal**” means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) “**Solicitation**” means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

herein shall be the total compensation payable hereunder by Eagle Mountain.

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

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability **for payment** to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having **sufficient** ~~substantial~~ experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's

claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in ~~its~~ the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; ~~(iii) impose liquidated damages, if liquidated damages are listed in this Contract;~~ (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, ~~or any other event and/or~~ war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract ~~for its convenience~~ after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.
- Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.
- Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. ~~Notwithstanding the foregoing, Consultant may retain automatically created back-up copies of Confidential Information provided that Consultant not access or make further use of such copies.~~ This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right ~~as a result of this agreement~~. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles,

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

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Culinary Water Master Plan Scope of Service

The scope of the project will include the following:

1. The consultant will review the City's current IFFP and note existing system design parameters.
2. The consultant will review the provided GIS mapping of the city's culinary water system and identify any additional GIS data needed.
3. The consultant will review all other data provided by the city and will determine what other data is needed for the creation of the model and master plan.
4. Using the information provided by the city, the consultant will update the existing culinary water model for the city. The model will incorporate planned developments within the city and will estimate future culinary water system needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.
5. Based on the results of the culinary water model, the consultant will generate a prioritized list of projects for the city's system in three categories. The first category will be improvements needed to the culinary water system within previously developed areas and roadways. The second category will be improvements to the culinary water system in undeveloped areas, if any. The third category is parts of the system that will need to be upgraded, upsized, or changed as the city grows.
6. Using the model, the consultant will create recommendations on future water storage and future water sources, such as where future wells should be.
7. The consultant will provide planning level cost estimates for all projects on the prioritized lists.
8. The consultant should be prepared to work closely with city staff throughout this project including but not limited to the engineering department and the public works department.
9. City staff anticipates a minimum of two internal reviews of the master plan prior to publication to ensure the document is legible, concise, and addresses issues brought up in the planning process.
10. The master plan will include an executive summary and will include all recommendations for updates and changes to any existing master plan, and other city policies as appropriate, including street cross sections, and traffic impact study requirements.
11. The master plan will also make recommendations for the implementation of all projects outlined in the master plan, as well as recommendations of alternate funding sources.
12. In addition to the master plan, the consultant will create an updated IFFP based on the first 6 years of projects as outlined in the master plan.
13. The IFFP will be provided to a separate consultant to generate an Impact Fee Analysis. Time should be included in the proposal to provide information as requested to the selected consultant as they generate the IFA.
14. The city estimates a 4-month timeframe for completion of the master plan and updated IFFP from the time of contract.

November 14, 2024

Vince Hogge
Eagle Mountain City
24545 Pony Express Pkwy,
Eagle Mountain City, Utah 84005

Re: Proposal for Eagle Mountain Water Master Plan.

Dear Vince:

Thank you for providing Psomas with the opportunity of proposing on the Water Master Plan. This is an exciting project, and we are thrilled to have the opportunity to assist you with the new design.

We understand that the city is looking for a Culinary Master Plan to show the buildout condition so that future capital improvements can be planned, sized, and funded. A substantial portion of the proposed scope is currently included in the 2024 IFFP, which Psomas is currently contracted to complete. The fees and hours for the tasks included in the 2024 IFFP are not included in this proposal.

Psomas has completed the three previous IFFPs for Eagle Mountain as well as the following water master plans:

- Hi-Country Estates in Herriman,
- Utah State Correctional Facility
- Mayflower Development,
- California State University
- City of Brea, California
- La Habra, California

A detailed discussion of the inclusions, exclusions, and assumptions incorporated into our proposed scope of work follows:

SCOPE OF WORK

Task 1 – Review existing Data

Psomas will review additional existing water data that the City provides and update the current water model to include this new information. In the 2024 IFFP, Psomas added demands for some of the proposed developments. We have assumed that 5 additional developments will be added to the model. Budget remains in the IFFP for some of this work.

Task 1 Fee: \$1,000

Task 1 Estimated Hours: 6

Task 2 – Full Buildout Model

Psomas has already created scenarios in the water model for the next 5 and 10 years. Psomas will utilize these scenarios as the base to develop a scenario for the full buildout condition.

Task 2 Fee: \$6,000

Task 4 Estimated Hours: 36

Task 3 –Prioritized Project List

Using the water model, Psomas will develop a list of projects needed for full buildout. Psomas will review the list of Projects proposed in the IFFP and make modifications needed based on the new scenarios. Psomas will then meet with City to get input on the recommended projects.

Psomas will categorize future projects based on, projects within existing roadways, projects in undeveloped areas, and system projects that will be needed to be upgraded as the City grows. Psomas will develop a planning level cost estimate for the projects. Please note, project cost has already been estimated for projects identified in the 2024 IFFP.

Task 3 Fee: \$4,000

Task 4 Estimated Hours: 25

Task 4 – Master Plan and IFFP update

Psomas will prepare a Master Plan document which includes an executive summary, recommendations for updates to other city planning documents, recommendations for implementing the projects, as well as a discussion on alternate funding sources. Any updates to the IFFP resulting from the master plan will be included in the IFFP's remaining Budget, including providing information to the 3rd party consultant to complete the IFA.

Task 4 Fee: \$5,000

Task 4 Estimated Hours: 31

TOTAL FEE \$16,000

TOTAL ESTIMATED HOURS 98

COMPLETION SCHEDULE

I anticipated that work will be completed in 3 months.

I hope you find this proposal has provided you with the necessary information to make your decision. If you have any questions or would like additional information, please feel free to call me at (801) 284-1345.

Sincerely,

P S O M A S



Travis Perry, PE, LEED AP, ENV SP
Sr. Project Manager, Principal

TNP:sy

* * *

BILLING POLICY AND PROCEDURE

The fee quoted is a Time and Material Not to exceed fee. Invoicing will be done every four weeks based on the percent of work completed during the period. Invoices are due and payable within 30 days of receipt. Psomas reserves the right to stop work if payment is not received within 60 days of invoice receipt. Psomas will require a signed Agreement for the project and for all additional services. All project authorizations are subject to the limitations of the quoted fee for services and the published Psomas contract standards unless modified by project specific contact documents. Payment is not conditional upon execution of a full Agreement. Payment for additional requested services is not contingent upon execution of an additional services Change Order.

AUTHORIZATION TO PROCEED

Acceptance of this Proposed Scope and Fee, as stated above, and Authorization to Proceed with the scope of work as outlined herein is granted by:

By: _____ Title: _____

Print Name: _____ Company: _____

Date: _____

Note: This Authorization to Proceed is subject to the Standards, Terms, and Conditions of a Professional Services Agreement issued by the client or by Psomas as directed by the client. This document will be prepared for client or Psomas review and approval upon receipt of Authorization to Proceed according to the scope and fee set forth in this proposal.

ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Horrocks Engineers for Consulting Work Related to the Creation of a Storm Water Utility Master Plan and Updated Impact Fee Facilities Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$51,936
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Vince Hogge, City Engineer

PRESENTED BY

Vince Hogge

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement with JWO Engineering for Consulting Work Related to the Storm Water Utility Master Plan, and authorize the Mayor to sign the contract.

BACKGROUND:

Engineering requests the Council approve an agreement with JWO Engineering for consulting services for preparation of a Storm Water Utility Master Plan. The consultant will generate a storm water model for the city. The model will incorporate planned developments within the city and will estimate future water needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Storm Water Master Plan & IFFP - Horrocks
2. Storm Water Master Plan - Horrocks

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HORROCKS ENGINEERS FOR CONSULTING WORK RELATED TO THE CREATION OF A STORM WATER UTILITY MASTER PLAN AND UPDATED IMPACT FEE FACILITIES PLAN

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Horrocks Engineers for consulting work related to the creation of a Storm Water Utility Master Plan and updated Impact Fee Facilities Plan, as set forth in Exhibit A.

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

1. The professional services agreement with Horrocks Engineers is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

This contract and all attachments are public record.

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

Horrocks Engineers Inc.

Name

2162 W Grove Parkway, Suite 400

Address

Pleasant Grove, Utah 84062

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☒ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Joe Anderson

Phone Number: 385-488-5467

Email: joe.anderson@horrocks.com

Vendor Number: 008610

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

Storm Water Master Plan

3. **CONTRACT PERIOD:**

Effective Date: December 3, 2024 **Project Completion Deadline:** April 3, 2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): December 3, 2025

Renewal Options (if applicable): N/A

Eagle Mountain City Project Manager Signature: Vince Hogge

Digitally signed by Vince Hogge
Date: 2024.12.02 14:32:45 -07'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$66,994 GL Account No: 59-45-59000-4531

b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 12/3/2024

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

Digitally signed by Melissa Yates
Date: 2024.12.02 15:06:56 -07'00'

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Consultant”** means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) **“Services”** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **“Proposal”** means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) **“Solicitation”** means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein shall be the total compensation payable hereunder by Eagle Mountain.
8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be

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

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

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

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

elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant

gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the

communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.

27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Storm Drain Master Plan Scope of Service

The scope of the project will include the following:

1. The consultant will review the City's current IFFP and note existing system design parameters.
2. The consultant will review the provided GIS mapping of the city's storm drain system and identify any additional GIS data needed.
3. The consultant will review all other data provided by the city and will determine what other data is needed for the creation of the model and master plan.
4. Using the information provided by the city, the consultant will generate a storm drain model for the city. The model will incorporate planned developments within the city and will estimate future storm drain system needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.
5. Based on the results of the storm drain model, the consultant will generate a prioritized list of projects for the city's system in two categories. The first category will be improvements needed to the storm drain system within previously developed areas and roadways. The second category will be improvements to the storm drain system in undeveloped areas.
6. The consultant will provide planning level cost estimates for all projects on the prioritized lists.
7. The consultant should be prepared to work closely with city staff throughout this project including but not limited to the engineering department and the public works department.
8. City staff anticipates a minimum of two internal reviews of the master plan prior to publication to ensure the document is legible, concise, and addresses issues brought up in the planning process.
9. The master plan will include an executive summary and will include all recommendations for updates and changes to any existing master plan, and other city policies as appropriate, including street cross sections, and traffic impact study requirements.
10. The master plan will also make recommendations for the implementation of all projects outlined in the master plan, as well as recommendations of alternate funding sources.
11. In addition to the master plan, the consultant will create an updated IFFP based on the first 6 years of projects as outlined in the master plan.
12. The IFFP will be provided to a separate consultant to generate an Impact Fee Analysis. Time should be included in the proposal to provide information as requested to the selected consultant as they generate the IFA.
13. The city estimates a 4-month timeframe for completion of the master plan and updated IFFP from the time of contract.

November 26, 2024

Vince Hogge, City Engineer
2565 N Pony Express Parkway
Eagle Mountain, Utah
84005

SUBJECT: Eagle Mountain City Stormwater Master Plan Proposal

Dear Vince:

Horrocks Engineers is pleased to submit this proposal in response to your request for the Eagle Mountain City Stormwater Master Plan. We believe our qualifications align well with your needs, including our strong background in master planning and past projects we have successfully completed with the City including a comprehensive master plan in 2010 and a transportation master plan in 2022. Over the past several years, we have collaborated with Eagle Mountain City on various projects, and we look forward to further strengthening our relationship while serving the city on this initiative.

Horrocks has 55 years of experience providing engineering services in the Intermountain West. Beginning operations as a water resource engineering company, we now provide professional services in the disciplines of planning, surveying, water resource engineering, construction services, materials testing, public relations, structural engineering, and other related services.

CRS' recent merge into Horrocks Engineers LLC (Horrocks) expands our capacity and capability to provide Eagle Mountain with unique solutions to meet the project's needs. Our shared culture and values revolving around clients, relationships, and around-the-clock service to meet project needs have helped create a seamless merger for our clients.

We have the staff to meet the four-month schedule requested by Eagle Mountain. If we are selected for all three master plans (culinary, wastewater, and storm water) we may need to adjust the schedule slightly to complete all 3 simultaneously.

The Horrocks team offers several advantages to Eagle Mountain, including:

- **Local Area Knowledge and Past Experience:** We have completed similar projects including many culinary water master plans for the cities and special service districts listed below. This experience has equipped us with a deep understanding of the unique goals and requirements associated with this type of work. We are a local team and many of our staff members reside in Eagle Mountain, giving us a vested interest in the project's success.

Additional Stormwater Masterplans

City or Special District
Bluffdale City Stormwater Master Plan
Grand County City Stormwater Master Plan
Santaquin City Stormwater Master Plan
North Ogden City Stormwater Master Plan
Farmington City Stormwater Master Plan



- **Availability and Ability to Complete the Work:** Our key team members are ready to begin work immediately upon selection. Additionally, with over 950 employees at Horrocks, we have the resources to meet deadlines as needed. For this project, we will manage the Eagle Mountain City Stormwater Master Plan in-house while keeping the City's staff informed throughout the process. The City can trust that our team will effectively handle all project details.
- **Continued Support and Long-Term Relationship:** At Horrocks, we prioritize establishing long-term relationships with our clients and providing ongoing support even after project completion. Many of our clients have partnered with us for over 20 years. The institutional knowledge gained from these lasting associations enables us to deliver clear, concise, and cost-effective engineering solutions for subsequent projects.

We have attached our fee estimate to the last page of this over letter. We have submitted every master plan individually, but it should be noted that if we were to be selected for multiple master plan updates there would be a cost savings to the City as some tasks would overlap and become redundant.

We are excited about the opportunity to continue our collaboration with City personnel on this effort. Please feel free to reach out with any questions regarding our submission. Thank you for your time and consideration.

Sincerely,

Drew Geiger, PE
Project Manager, Horrocks
P: 801-763-5133 | E: drewg@horrocks.com



				Point of Contact	Storm Drain Lead	Modeler	QA/QC
				Drew Geiger, PE	Joe Anderson, PE	Taylor Porter	Todd Awerkamp, PE
				\$269.00	\$255.00	\$152.00	\$338.00
				Hour	Hour	Hour	Hour
Task 1: Project Management				6	6	0	0
1.1	Project Management	4	\$ 1,048.00	2	2		
1.2	General Coordination (general coordination with the City related to the scope of work)	4	\$ 1,048.00	2	2		
1.3	Meetings	4	\$ 1,048.00	2	2		
	SubTotal	12	\$ 3,144.00	\$ 1,614.00	\$ 1,530.00	\$ -	\$ -
Task 2: Reviewing Existing Data				0	26	108	0
2.1	Review existing IFFP	22	\$ 3,962.00		6	16	
2.2	Review Existing GIS mapping	28	\$ 5,080.00		8	20	
2.3	Review Existing water use and source data	38	\$ 6,394.00		6	32	
2.4	Determine what additional data is needed to complete / update models (Usage Data, Hydrant Data, Flow Data)	46	\$ 7,610.00		6	40	
	SubTotal	134	\$ 23,046.00	\$ -	\$ 6,630.00	\$ 16,416.00	\$ -
Task 3: Modeling				0	24	52	14
	Update existing model using information found and provided in task 2						
3.1	Update/Create existing scenario	28	\$ 5,080.00		8	20	6
3.2	Update/Create Future 10 year window	24	\$ 4,472.00		8	16	4
3.3	Update/Create Buildout Scenario	24	\$ 4,472.00		8	16	4
	SubTotal	90	\$ 18,756.00	\$ -	\$ 6,120.00	\$ 7,904.00	\$ 4,732.00
Task 4: Masterplan Update				4	12	40	6
4.1	Updated Demographics	8	\$ 1,656.00	2	2	4	
4.2	Update project figures and tables	8	\$ 1,422.00		2	6	
4.3	*Create update list of required and prioritized projects	8	\$ 1,422.00		2	6	
4.4	Create planning level costs for the prioritized project lists	8	\$ 1,422.00		2	6	2
4.5	Alternative funding recommendations	12	\$ 2,030.00		2	10	2
4.6	Compile updated masterplan documents	12	\$ 2,264.00	2	2	8	2
	SubTotal	62	\$ 12,244.00	\$ 1,076.00	\$ 3,060.00	\$ 6,080.00	\$ 2,028.00
Task 5: IFFP updates				2	10	32	4
5.1	Identify projects required in the next 6 years	8	\$ 1,656.00	2	2	4	
5.2	Provide construction year project costs	8	\$ 1,422.00		2	6	
5.3	Update IFFP figures and tables	8	\$ 1,422.00		2	6	
5.4	Compile update IFFP documents	8	\$ 1,422.00		2	6	2
5.5	Coordination with future IFA consultant	12	\$ 2,030.00		2	10	2
	SubTotal	48	\$ 9,304.00	\$ 538.00	\$ 2,550.00	\$ 4,864.00	\$ 1,352.00
Total Hours/Units				346	12	78	232
Total Cost				\$ 3,228.00	\$ 19,890.00	\$ 35,264.00	\$ 8,112.00
Direct Costs							
Mileage				\$500.00			
Grand Total				\$66,994.00			

*Updated list of required and prioritized areas includes 1) Required improvements in previously developed areas and roadways, 2) Required improvements in undeveloped areas, 3) Required system improvements that will be required as the City continues to grow 4) Recommendations for source and storage projects

ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with JWO Engineering for Consulting Work Related to the Creation of a Wastewater Utility Master Plan and Updated Impact Fee Facilities Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$72,435
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Vince Hogge, City Engineer

PRESENTED BY

Vince Hogge

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement with JWO Engineering for Consulting Work Related to the Wastewater Utility Master Plan, and authorize the Mayor to sign the contract.

BACKGROUND:

Engineering requests the Council approve an agreement with JWO Engineering for consulting services for preparation of a Wastewater Utility Master Plan. The consultant will generate a wastewater model for the city. The model will incorporate planned developments within the city and will estimate future water needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Wastewater Master Plan & IFFP - JWO
2. Wastewater Master Plan & IFFP - JWO

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JWO ENGINEERING FOR CONSULTING WORK RELATED TO THE CREATION OF A WASTEWATER UTILITY MASTER PLAN AND UPDATED IMPACT FEE FACILITIES PLAN

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with JWO Engineering for consulting work related to the creation of a Wastewater Utility Master Plan and updated Impact Fee Facilities Plan, as set forth in Exhibit A.

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

1. The professional services agreement with JWO Engineering is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

This contract and all attachments are public record.

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

JWO Engineering PLLC

Name

1307 N Locust Lane

Address

Provo, Utah 84604

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☒ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Jared Oldroyd

Phone Number: 801-828-7805

Email: jared@jwoengineering.com

Vendor Number: 100153

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

Wastewater Master Plan and IFFP

3. **CONTRACT PERIOD:**

Effective Date: December 3, 2024 **Project Completion Deadline:** April 3, 2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): December 3, 2025

Renewal Options (if applicable): N/A

Eagle Mountain City Project Manager Signature: Vince Hogge

Digitally signed by Vince Hogge
Date: 2024.12.02 14:33:26 -07'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$72,435 GL Account No: 52-45-52000-4531

b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 12/3/2024

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

Digitally signed by Melissa Yates
Date: 2024.12.02 15:02:09 -07'00'

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Consultant”** means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) **“Services”** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **“Proposal”** means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) **“Solicitation”** means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein shall be the total compensation payable hereunder by Eagle Mountain.
8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be

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

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

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

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

elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant

gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the

communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.

27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Wastewater Master Plan Scope of Service

The scope of the project will include the following:

1. The consultant will review the City's current IFFP and note existing system design parameters.
2. The consultant will review the provided GIS mapping of the city's wastewater system and identify any additional GIS data needed.
3. Compare winter water usage billing records to estimate water volume due to indoor water demand. Use data to estimate infiltration values.
4. Evaluate wastewater treatment plant meter data. This master plan will only cover the wastewater collection system and is not intended to cover wastewater treatment.
5. The consultant will review all other data provided by the city and will determine what other data is needed for the creation of the model and master plan.
6. Using the information provided by the city, the consultant will generate a wastewater model for the city. The model will incorporate planned developments within the city and will estimate future wastewater system needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.
7. Based on the results of the wastewater model, the consultant will generate a prioritized list of projects for the city's system in three categories. The first category will be improvements needed to the wastewater system within previously developed areas and roadways. The second category will be improvements to the wastewater system in undeveloped areas, if any. The third category is parts of the system that will need to be upgraded, upsized, or changed as the city grows.
8. The consultant will provide planning level cost estimates for all projects on the prioritized lists.
9. The consultant should be prepared to work closely with city staff throughout this project including but not limited to the engineering department and the public works department.
10. City staff anticipates a minimum of two internal reviews of the master plan prior to publication to ensure the document is legible, concise, and addresses issues brought up in the planning process.
11. The master plan will include an executive summary and will include all recommendations for updates and changes to any existing master plan, and other city policies as appropriate, including street cross sections, and traffic impact study requirements.
12. The master plan will also make recommendations for the implementation of all projects outlined in the master plan, as well as recommendations of alternate funding sources.
13. In addition to the master plan, the consultant will create an updated IFFP based on the first 6 years of projects as outlined in the master plan.
14. The IFFP will be provided to a separate consultant to generate an Impact Fee Analysis. Time should be included in the proposal to provide information as requested to the selected consultant as they generate the IFA.
15. The city estimates a 4-month timeframe for completion of the master plan and updated IFFP from the time of contract.



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1307 N Locust Lane
Provo, Utah 84604
801-828-7805

Eagle Mountain City

1650 East Stage Coach Run
Eagle Mountain, Utah 84005

November 25, 2024

Subject: Proposal for the Wastewater Master Plan and Impact Fee Facilities Plan

STATEMENT OF INTEREST AND AVAILABILITY

JWO Engineering, PLLC is very interested in providing Eagle Mountain City with outstanding value on the Wastewater Master Plan and Impact Fee Facilities Plan project. We have teamed with AE2S on several projects for the City and plan to team with them for portions of the Wastewater Master Plan.

We demonstrated the outstanding value on several recent projects with EMC including the Filtration Project. We are available to begin work immediately on the Wastewater IFFP project. We understand the time critical nature of the schedule and commit to completing the scope of work within the City's timeframe.

Because we have assisted the City with various projects including Wastewater, Stormwater and Water System modeling assistance we feel that we have a working relationship with the city and key understanding of development issues the City is currently facing. We have completed Impact Fee Facility Plans and Impact Fee Analysis reports for Sandy Suburban Improvement District and understand the requirements set forth in the Utah code. We have also recently completed the West Service Area Storm Water and Wastewater Impact Fee Facilities Plan for Eagle Mountain.

In addition to our background with impact fee studies, we have experience with wastewater modeling software including pipe system modeling and flow routing that will be needed in analyzing the facilities and recommending improvements that should be covered by impact fees. We will prepare the IFFP to include the wastewater collection lines, lift station recommendations, and treatment plant expansion.

Thank you for the opportunity to provide this simple proposal. We would be happy to meet and present additional information on how we can provide the city with outstanding engineering value.

Sincerely,

A handwritten signature in black ink that reads 'Jared Oldroyd'. The signature is written in a cursive, flowing style.

Jared Oldroyd, P.E.
JWO Engineering, PLLC



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PROJECT TEAM

Jared Oldroyd, PE (President) will be the project manager and the key contact for the project. He will be directly involved in all aspects of the project as the professional engineer responsible for overseeing the work completed on the project. He is committed to being available to the project 20% with the ability to allocate additional time as overtime to meet project objectives.

Jared has decades of relevant experience including waste water master plans for large development areas, wastewater treatment plant design, impact fees facilities plans, and impact fee analysis.

Jacqelyn Lewis, PE will be coordinating with AE2S and preparing much of the masterplan report and the impact fee facilities plan. Jacqelyn is committed to being available 33% to the project.

Jacqelyn is familiar with field techniques required to collect wastewater system data safely, wastewater pipe system analysis, sizing and design, wastewater collection system modeling, use of GIS in wastewater applications, and wastewater pipe design.

Jacqelyn Lewis, PE (Planning and Fee Analysis) will also be generating the impact fee facilities plan. She will also be assisting with verification of the existing system geometry and features. JWO Engineering, PLLC uses a team approach to collect field data for safety and to provide the best results. Jacqelyn is committed to being available 40% to the project.

AE2S will compile the information provided by the city on existing and full buildout to generate the wastewater model of the collection system. The model the AE2S proposes to use to generate the model will ICM by Autodesk. Due to the cost of this software, AE2S will export the model in an EPASWWM format for the city to use without extra costs.

The model will include the setup and analysis of the existing conditions of the model to identify deficiencies in the existing system. A full buildout scenario will be generated based upon approved and in review developments and identified growth areas. As part of the full buildout analysis lidar will be used to identify areas of growth where lift stations or deep trunk lines might be necessary.

SCOPE OF WORK

JWO Engineering, PLLC will perform the following key tasks for this project:

1 - Existing Conditions - JWO Engineering, PLLC will obtain information from the city on the existing condition of the wastewater collection system including but not limited to current IFFP, GIS mapping, winter water usage, and treatment plant data. We will review the city's current IFFP, noting existing system design parameters. We will determine a Level of Service for the City's existing system.

2 - Wastewater Model - Modeling of the wastewater collection system including flow routing and pipe capacity will be completed for the City. The modeling will include the existing system and facilities that are proposed to meet the needs of the City for the existing conditions and for projected future conditions. JWO Engineering, PLLC has previously assisted the City and modeled the city center area as well as the north area and the west area. We can culminate all of this into one single model to capture the entire city system.

3 - Future Planning for Wastewater System - Using the wastewater model, JWO Engineering, PLLC will generate a future facilities plan for the City's system, including upgrades within 6-year, 10-year, and 10 plus year periods. The anticipated costs for these facilities will be included along with identification of which features would be the City's responsibility to upgrade due to system deficiencies. Projects will be identified into 3 categories: improvements to existing developed areas, undeveloped areas, and upgrades to the system due to continued growth.

4 - Wastewater Master Plan - Using the wastewater model, JWO Engineering, PLLC will formulate a master plan for buildout conditions. The final report will include an executive summary and any updates to existing City plans or policies. The report will include recommendations for implementing projects as well as funding sources. This task will also include two internal reviews to ensure it is all inclusive and addresses issues of concern for the City.

5 - Impact Fee Facilities Plan - Using the future facilities plan, JWO Engineering will generate an Impact Fee Facilities Plan, identifying the needed system improvements within the next 6 years. Costs will be estimated for the system improvements and included in the final report. We will analyze capacity to determine an equivalent residential unit cost for the recommended improvements.

6 - Final Plan Reports - The final plan reports will be peer reviewed and presented to the City. The reports will identify the facilities needed, including current deficiencies, facilities needed for short-term growth and build-out facilities according to the current build-out estimates. The Final Report will also make recommendations for the components outlined in the project, as well as funding sources. The task will include two iterations of draft reports for city review.

*The scope of work does not include design of the wastewater features identified or recommended in the IFFP. This scope also does not include an IFA, however, JWO Engineering, PLLC will assist a separate consultant to generate the IFA as outlined in the RFP.

ANTICIPATED SCHEDULE

JWO Engineering, PLLC has recently completed projects for South Valley Water Reclamation Facility, Eagle Mountain City and Lehi City. As a result of these recent project completions, we



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can focus on the Impact Fee Facilities Plan project and complete it in a timely manner. We support and accept the Project Schedule as outlined in the Request for Proposal. We anticipate the following schedule and would be happy to adjust the schedule to meet the City's needs.

December 17, 2024 JWO Engineering will begin background information collection
January 7, 2025 Project Kickoff meeting with the City
February 4, 2025 City review of preliminary reports
February 25, 2025 Master Plan Draft
March 11, 2025 IFFP Draft
March 25, 2025 Final Master Plan and IFFP

FEE PROPOSAL

JWO Engineering, PLLC provides outstanding engineering value for our clients. Our fee proposal is attached below for your review. We feel that we have conservatively estimated the hours necessary to complete the project. The proposed fee includes our use of various modeling software packages. Model output files will be provided to the city in several formats including formats compatible with the city's existing software and freeware options.

Eagle Mountain City							
Wastewater Master Plan & IFFP Fee Proposal							
11/25/2024							
	Office / Intern	EIT / Inspection	CAD/GIS	Project Engineer	Principal	Subconsultants (CPA and Peer Review)	Totals
Hourly Bill Rate	\$ 60.00	\$ 85.00	\$ 92.00	\$ 130.00	\$ 250.00		
Task							
Task 1 Existing Conditions	8 hrs	24 hrs	16 hrs	20 hrs	8 hrs		76 hrs
	\$ 480.00	\$ 2,040.00	\$ 1,472.00	\$ 2,600.00	\$ 2,000.00		\$ 8,592.00
Task 2 Wastewater Model	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs		0 hrs
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,517.00	\$ 39,517.00
Task 3 Future Planning for Wastewater System	8 hrs	24 hrs	12 hrs	8 hrs	4 hrs		56 hrs
	\$ 480.00	\$ 2,040.00	\$ 1,104.00	\$ 1,040.00	\$ 1,000.00	\$ 150.00	\$ 5,814.00
Task 4 Wastewater Master Plan	8 hrs	8 hrs	8 hrs	16 hrs	8 hrs		48 hrs
	\$ 480.00	\$ 680.00	\$ 736.00	\$ 2,080.00	\$ 2,000.00	\$ 300.00	\$ 6,276.00
Task 5 Impact Fee Facilities Plan	8 hrs	8 hrs	4 hrs	16 hrs	8 hrs		44 hrs
	\$ 480.00	\$ 680.00	\$ 368.00	\$ 2,080.00	\$ 2,000.00	\$ 1,380.00	\$ 6,988.00
Task 6 Final Plan Reports	4 hrs	4 hrs	4 hrs	10 hrs	10 hrs		32 hrs
	\$ 240.00	\$ 340.00	\$ 368.00	\$ 1,300.00	\$ 2,500.00	\$ 500.00	\$ 5,248.00
TOTAL HOURS	36 hrs	68 hrs	44 hrs	70 hrs	38 hrs		256 hrs
TOTAL FEE							\$ 72,435.00

The work hours and fee for the AE2S subconsulting portion of the project (system modelling) is detailed below.



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Team Members:		Rex Carpenter	Russel Sprague	Donovan Voeller	Jacob Calhoon	Trevor Datwyler	Total Labor	Subcontractor	Subcontractor	Expenses (Mileage, Equipment, Etc.)
Project: Eagle Mountain Wastewater Master Plan Costs Date: November 06, 2024		Project Manager	Client Manager	Lead Modeler	Modeler	QA/QC				
Task #	2025 Hourly Billing Rate:	\$ 213.00	\$ 197.00	\$ 234.84	\$ 168.00	\$ 228.00		Lump Sum	Lump Sum	
500 Model Preparation	\$ 9,095.04									
501 Wastewater Model Data Preparation	\$ 3,031.68	2	0	2	10	2	16	0	0	0
502 LOS Criteria	\$ 3,031.68	2	0	2	10	2	16			
503 Existing Sewershed Delineation	\$ 3,031.68	2	0	2	10	2	16	0	0	0
Task 500 Total Hours		6	0	6	30	6	48			
Task 500 Total Fee		\$ 1,278.00	\$ -	\$ 1,409.04	\$ 5,040.00	\$ 1,368.00	\$ 9,095.04	\$ -	\$ -	\$ -
600 Model Execution and Results Verification	\$ 13,508.04									
601 Wastewater Flow Characterization	\$ 4,084.68	3	0	2	15	2	22	0	0	0
602 Hydraulic Model Validation	\$ 5,551.68	2	0	2	25	2	31			
603 Existing Performance Review	\$ 3,871.68	2	0	2	15	2	21	0	0	0
Task 600 Total Hours		7	0	6	55	6	74			
Task 600 Total Fee		\$ 1,491.00	\$ -	\$ 1,409.04	\$ 9,240.00	\$ 1,368.00	\$ 13,508.04	\$ -	\$ -	\$ -
700 Future Growth Modeling Scenarios	\$ 16,752.72									
701 Future Wastewater Flow Characterization	\$ 4,084.68	3	0	2	15	2	22	0	0	0
702 Future System Model Scenarios	\$ 5,551.68	2	0	2	25	2	31	0	0	0
703 Future System Performance Review	\$ 3,871.68	2	0	2	15	2	21			
704 Future System growth area Topography review	\$ 3,244.68	3	0	2	10	2	17	0	0	0
Task 700 Total Hours		10	0	8	65	8	91			
Task 700 Total Fee		\$ 2,130.00	\$ -	\$ 1,878.72	\$ 10,920.00	\$ 1,824.00	\$ 16,752.72	\$ -	\$ -	\$ -
Total Project Hours per Team Member		23	0	20	150	20	213	-	-	-
Total Project Fees per Team Member		\$ 4,899	\$ -	\$ 4,697	\$ 25,200	\$ 4,560	\$ 39,356	\$ -	\$ -	\$ 161
Total Project Fee	\$	39,517								

ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Horrocks Engineers for Consulting Work Related to the Update of the Transportation Master Plan and Impact Fee Facilities Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$44,155
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Vince Hogge, City Engineer

PRESENTED BY

Vince Hogge

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement with Horrocks Engineers for Consulting Work Related to the update of the Transportation Master Plan and IFFP, and authorize the Mayor to sign the contract.

BACKGROUND:

Engineering requests the Council approve an agreement with Horrocks Engineers for consulting services for preparation of a Transportation Master Plan update. The consultant will generate a transportation model for the city. The model will incorporate planned developments within the city and will estimate future transportation needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Transportation Master Plan & IFFP - Horrocks
2. Transportation Master Plan & IFFP-Horrocks

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HORROCKS ENGINEERS FOR CONSULTING WORK RELATED TO THE UPDATE OF THE TRANSPORTATION MASTER PLAN AND IMPACT FEE FACILITIES PLAN

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Horrocks Engineers for consulting work related to the update of the Transportation Master Plan and Impact Fee Facilities Plan, as set forth in Exhibit A.

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

1. The professional services agreement with Horrocks Engineers is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

This contract and all attachments are public record.

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

Horrocks

Name

4246 S Riverboat Rd, Suite 200

Address

Salt Lake City, UT 84123

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☒ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Joe Anderson

Phone Number: 385-488-5467

Email: joe.anderson@horrocks.com

Vendor Number: 008610

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

Eagle Mountain City Transportation Master Plan and IIFP Update

3. **CONTRACT PERIOD:**

Effective Date: 12/02/2024

Project Completion Deadline: May 31, 2025

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

Renewal Options (if applicable): NA

Eagle Mountain City Project Manager Signature: _____



Digitally signed by David Salazar
DN: C=US, E=dsalazar@emcity.org, CN=David Salazar
Date: 2024.12.02 14:49:42-0700

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: Not to exceed \$49,200.00 GL Account No: 10-41-44100-4531

b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 12/03/2024

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

Digitally signed by Melissa Yates
Date: 2024.12.02 15:10:03 -07'00'

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Consultant”** means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) **“Services”** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **“Proposal”** means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) **“Solicitation”** means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein shall be the total compensation payable hereunder by Eagle Mountain.
8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be

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

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

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

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

elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant

gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the

communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.

27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

TECHNICAL MEMORANDUM

TO: Eagle Mountain City Engineers

FROM: Traffic Operations Group
Scott Newin

DATE: November 26, 2024

SUBJECT: Eagle Mountain Transportation Master Plan Proposal

Thank you for inviting Horrocks to submit a proposal to perform traffic engineering services for the Eagle Mountain Transportation Master Plan (TMP) in Eagle Mountain, UT. We have developed a scope of work and cost estimate for you to review. The scope of work is based on our ongoing conversations.

Scope of Work

The purpose of this memo is to out the work that will be performed to update the Eagle Mountain TMP including an hourly estimate for work to be completed and previous master plan experience. The following items are the scope of work (SOW) for the TMP update:

1. Horrocks will review the city's current TMP and IFFP and note existing system design parameters.
2. Horrocks will review all other data provided by the city and will determine what other data is needed for the creation of the model and master plan.
3. Using the information provided by the city, Horrocks will generate a transportation model for the city. The model will incorporate planned developments within the city and will estimate future transportation needs based on a full buildout scenario. This model will become the basis from which all future required system improvements will be planned.
4. Data Collection is **NOT** included in this SOW.
5. Based on the results of the TMP, Horrocks will generate a prioritized list of projects for the city's transportation needs for the upcoming 30 years including potential roadways connecting to Toole and Eureka/Santaquin.
6. Horrocks will provide planning-level cost estimates for all projects on the prioritized lists.
7. Horrocks will be prepared to work closely with city staff throughout this project including but not limited to the engineering department and the public works department.
8. City staff anticipates a minimum of two internal reviews of the TMP before publication to ensure the document is legible, and concise and addresses issues brought up in the planning process.
9. The TMP will include an executive summary and will include all recommendations for updates and changes to any existing master plan, and other city policies as appropriate, including street cross sections, and traffic impact study requirements (see guidelines below).
10. The TMP will also make recommendations for the implementation of all projects outlined within and recommendations of alternate funding sources.



11. In addition to the TMP, Horrocks will create an updated IFFP based on the first 6 years of prioritized projects as outlined within.
12. The IFFP will be provided to a separate consultant to generate an Impact Fee Analysis (IFA). Time should be included in the proposal to provide information as requested to the selected consultant as they generate the IFA.
13. The city anticipates a 3-month timeframe for the updated TMP and IFFP from the time of contract.

Fee Schedule

Horrocks.			Engineer V, P.E.	Engineer II, P.E.	Engineering Intern IV	Engineering Intern II	Associate Engineer, P.E.
			Joe Anderson	Shane Eller	Scott Newin	ted cannon	Joshua Alpers
			\$240.00	\$182.00	\$198.00	\$143.00	\$172.00
			Hour	Hour	Hour	Hour	Hour
Task 1: Project Administration			24	0	7	0	0
1.1 Kickoff Meeting	6	\$ 1,356.00	4		2		
1.2 Virtual meeting	17	\$ 3,879.00	12		5		
1.3 Billings	8	\$ 1,920.00	8				
SubTotal	31	\$ 7,155.00	\$ 5,769.00	\$ -	\$ 1,386.00	\$ -	\$ -
Review			0	12	4	0	5
2.1 Travel Demand Model	5	\$ 860.00					5
2.2 TMP Report	4	\$ 728.00		4			
2.3 TMP Project List	4	\$ 728.00		4			
2.4 IFFP Report	4	\$ 728.00		4			
2.5 QC/QA	4	\$ 792.00			4		
SubTotal	21	\$ 8,896.00	\$ -	\$ 2,184.00	\$ 792.00	\$ -	\$ 860.00
Update TMP			0	40	4	68	35
3.1 TMP Model - Calibrate and Run the Model for all Scenarios	35	\$ 6,020.00					35
3.2 Project List with Cost	48	\$ 7,800.00		24		24	
3.3 Road Connection	12	\$ 1,716.00				12	
3.4 TMP Document - Figures/Tables	40	\$ 6,032.00		8		32	
3.5 QC/QA	12	\$ 2,248.00		8	4		
SubTotal	147	\$ 23,816.00	\$ -	\$ 7,280.00	\$ 792.00	\$ 9,724.00	\$ 6,020.00
Update IFFP			0	48	4	32	0
4.1 Identify Impact Fee Eligible Projects	16	\$ 2,600.00		8		8	
4.2 IFFP Eligibility Share Analysis	12	\$ 2,184.00		12			
4.3 IFFP Document	24	\$ 3,900.00		12		12	
4.4 IFFP Figures/Tables	24	\$ 3,900.00		12		12	
4.5 QC/QA				4	4		
SubTotal	84	\$ 14,104.00	\$ -	\$ 8,736.00	\$ 792.00	\$ 4,576.00	\$ -
Total Hours/Units			283	24	19	100	40
Total Cost			\$ 5,769.00	\$ 18,200.00	\$ 3,762.00	\$ 14,300.00	\$ 6,880.00
Direct Costs					\$289.00		
Grand Total					\$49,200.00		

The lump sum cost to complete the work described is not to exceed **\$49,200.00** including all direct costs such as travel, phone, fax, computer, etc. **Additional work due to site plan changes, change in scope and/or additional project meetings will be performed/attended only at your request per our hourly rate schedule.**

If you have any questions, please feel free to contact Horrocks.

Transportation Master Plans by Horrocks

The following TMPs were completed by Horrocks in recent years:

1. Eagle Mountain – Adopted 2022
2. Logan – Adopted 2023
3. Orem – Adopted 2023
4. Pleasant Grove – Adopted 2023
5. Grantsville – Adopted 2023
6. Cottonwood Heights - Adopted 2023
7. Springville – Pending Adoption (Nov) 20

ATTACHMENT C:

INSURANCE

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE 2025 CITY COUNCIL MEETING SCHEDULE

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Section 2.15.030 states that the City Council shall hold regular City Council meetings on the first and third Tuesday of the month, excluding election days, City-observed holidays, and any other day the City Council determines; and

WHEREAS, the Eagle Mountain City Council desires to give notice to the public of its 2025 annual meeting schedule.

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

1. The 2025 City Council Meeting Schedule is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY COUNCIL 2025 MEETING SCHEDULE

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

The Eagle Mountain City Council, at its regularly scheduled meeting on December 3, 2024, adopted the following meeting schedule for the year 2025:

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

January 7, 21	July 1, 15
February 4, 18	August 5, 19
March 4, 18	September 2, 16
April 1, 15 (ASD Spring Break 1 st -4 th)	October 7, 21 (ASD Fall Break 16 th -17 th)
May 6, 20	November 18 (General Election 4 th)
June 3, 17	December 2

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

If you need special accommodation to participate in a City Council meeting, please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	Site plan of Eagle Crest Storage
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Isaac Patterson

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Employment Center / Campus and Commercial Storage	7.10

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the site plan of Eagle Crest Storage.

BACKGROUND:

Proposed site plan approval of Eagle Crest Storage at 5528 North Eagle Mountain Blvd. (Parcel number 38:713:0102) in the Commercial Storage Zone. Eagle Crest Storage is part of the Sage Park Business Center Development Agreement approved in 2020. Storage units are a permitted use, while outside storage is a Special Use. Outside storage is projected as a temporary use until additional storage units are needed.

ITEMS FOR CONSIDERATION:

Self-storage units are permitted as per the development agreement. Outside RV/trailer storage is a Special Use as per EMMC 17.38 (CS zone). However, EMMC 17.75 does not contain additional standards for RV/trailer storage.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the site plan of Eagle Crest Storage.

ATTACHMENTS:

1. Eagle Crest Storage Site Plan
2. Eagle Crest Zone Map

EAGLE CREST COMMERCIAL - LOT 102

RUSH CREEK PROPERTIES LLC
59:034:0009

GENERAL NOTES:

1. TRASH TO BE ROLL OUT TRASH CAN - NO DUMPSTERS ON-SITE

EAGLE MOUNTAIN BLVD IMPROVEMENTS

1. AS PER AGREEMENT WITH EAGLE MOUNTAIN CITY A REIMBURSEMENT AGREEMENT TO BE APPROVED FOR EAGLE MOUNTAIN BLVD IMPROVEMENTS.
2. REFER TO SEPARATE PLAN SET FOR EAGLE MOUNTAIN BLVD WIDENING, CURB AND TRAIL IMPROVEMENTS ALONG THE FRONTAGE OF LOTS 101 AND 102.

LOT CALCULATIONS

TOTAL LOT AREA	7.10 AC	100%
LANDSCAPE AREA	0.67 AC	10%
IMPERVIOUS AREA	6.43 AC	90%

BOUNDARY DESCRIPTION

Beginning at a point located South 89°42'35\"/>

Contains: 7.10 acres or 309.335 sf

VICINITY SKETCH

SCALE 1:3000

LEGEND

-----	PROPERTY LINE
-----	LOT LINE
- - - - -	EASEMENT LINE
=====	EXISTING CURB
=====	PROPOSED CURB

SHEET INDEX

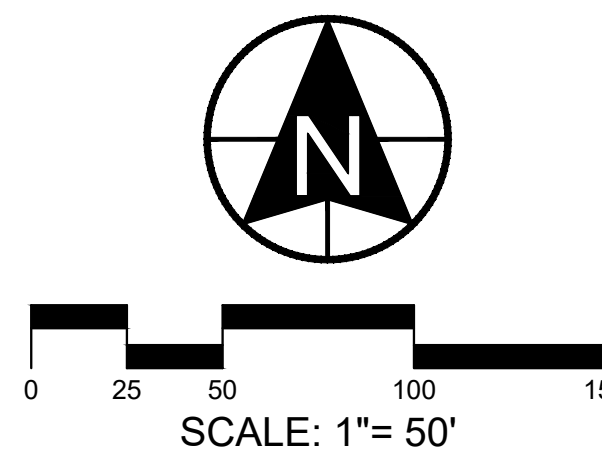
C0	COVER SHEET
C1	LAYOUT PLAT
C2	UTILITY PLAN
C3.1-C3.2	GRADING PLANS
C4.1-C4.3	STORM DRAIN PROFILE
C5	GENERAL NOTES
C6	UTILITY PLAN & PROFILE
C8	SWPPP
C9	SITE DETAILS
LP100-LP501	LANDSCAPE PLANS
IR100-IR501	IRRIGATION PLANS
ARCH	ELEVATIONS AND RENDERINGS

REFER TO SEPARATE PLAN SET FOR EAGLE MOUNTAIN BLVD CURB & TRAIL IMPROVEMENTS

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

EVELOPMEN

EAGLE CREST



1018 N Deer Crest Lane
Alpine Ut, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
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1			
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ACTION			DATE
FINAL PLAN			9/6/2024

PROJECT

**EAGLE
CREST
LOT 102**

DESCRIPTION

FINAL
SITE
PLAN

SHEET NAME

SHEET NUMBER

COVER

CO

class@karlensdrive - berg civil engineering/berg civil2021/kaynelisa

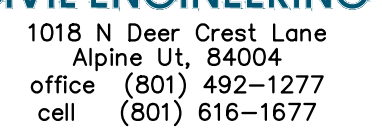
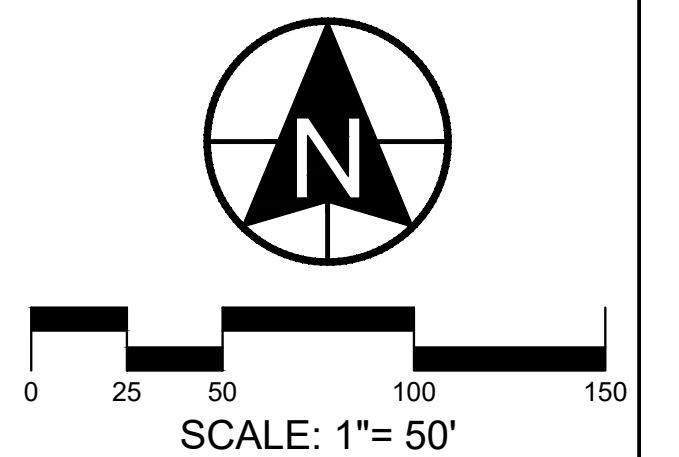
John R. Sauer, Jr. 10/10/2014 10:10:14 AM 10/10/2014 10:10:14 AM

① 6' SIMTEK FENCE - SIMULATED STONE (REFER TO DETAIL C9.2)

*PATTERSON
DEVELOPMENT*

DEVELOPMENT

EAGLE CREST



ACTION	DATE
FINAL PLAN	9/6/2024

**EAGLE
CREST
LOT 102**

*FINAL
SITE
PLAN*

PRELIMINARY
PLAT

C1

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civil\2021\wayne\sage park storage\eagle crest

N 89°42'35" E 1035.74'

P.O.B.

LOT 102
309,335 SF
7.10 AC

RV PARKING
RV PARKING [CONDITIONAL USE]
FUTURE PHASE 2 OF STORAGE

A diagram showing a traverse segment. A dashed line represents the traverse, with a bearing of $S\ 35^{\circ}59'51''\ E$ and a distance of $305.25'$ indicated. A solid line is drawn parallel to the dashed line, and a perpendicular line segment connects them, representing the offset.

EAGLE MOUNTAIN BLVD

C1
RADIUS= 2562.50'
DISTANCE= 570.19'
DELTA= 12°44'57"
CHORD= 569.01'
BEARING= N49°00'42"W

S 74°07'03" W
99.56'

S 47°21'46" W 62.11'

LOT 101
188,443 SF
4.33 AC

N 35° 54' 26" W 328.02'

MUNICIPAL
UTILITY
EASEMENT

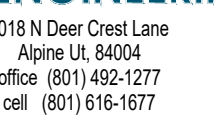
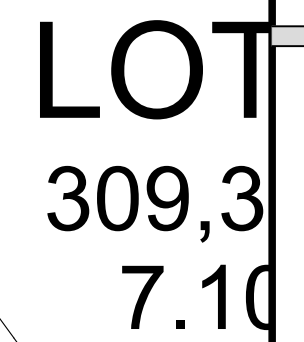
PARKING REQUIREMENT
OFFICE 1 STALL PER 300 SF

REQUIRED PARKING OFFICE	3,900 / 300	=	13 SPACES
PROVIDED PARKING			
	ADA SPACES	=	2 SPACES
	STANDARD SPACES	=	11 SPACES
	TOTAL	=	13 SPACES

*PATTERSON
DEVELOPMENT*

RUSH CREEK PROPERTIES LLC
59:034:0009

EAGLE CREST



ACTION	DATE
FINAL PLAN	9/6/2024

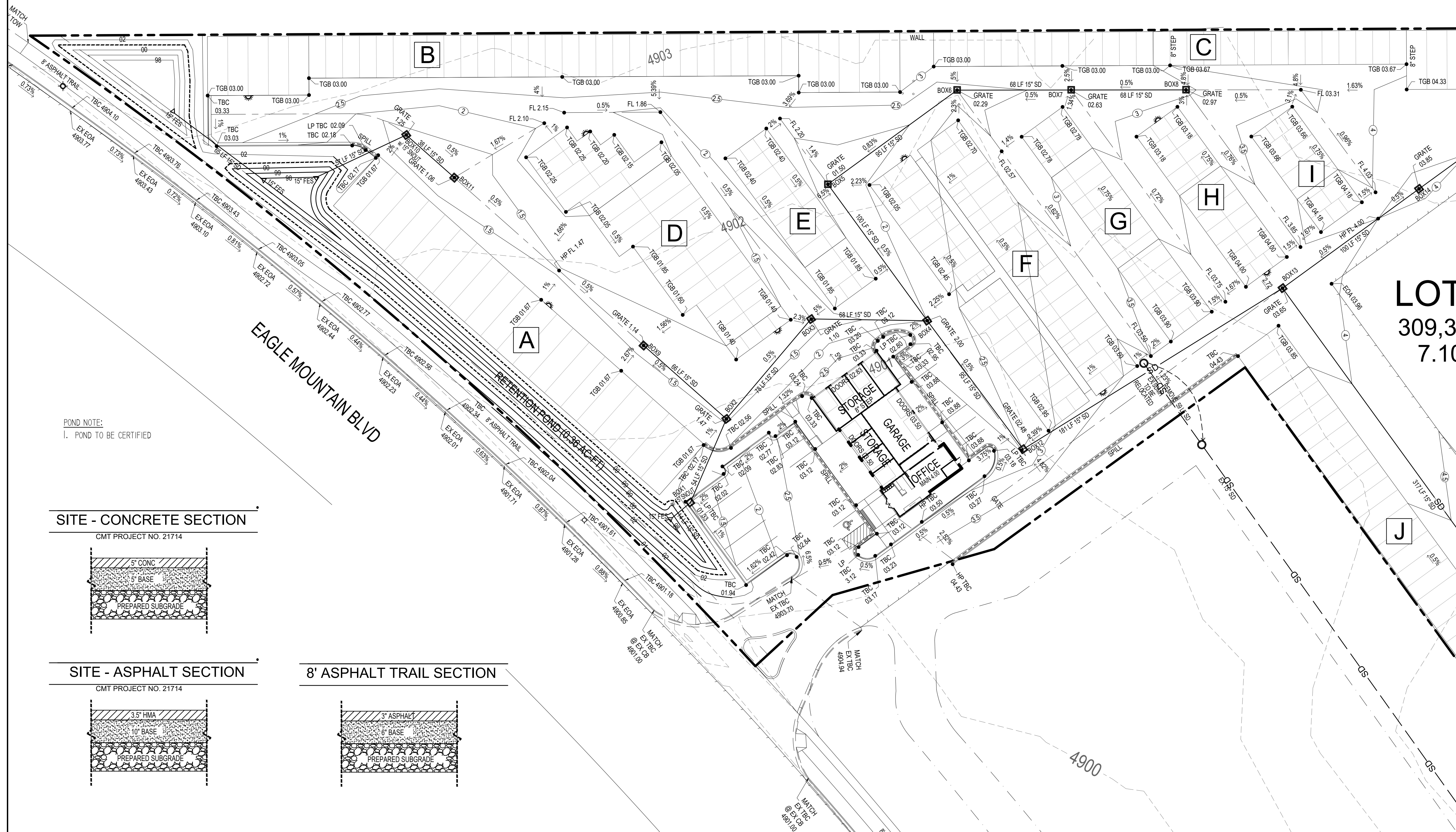
EAGLE
CREST
LOT 102

*FINAL
SITE
PLAN*

GRADING PLAN

C3.1

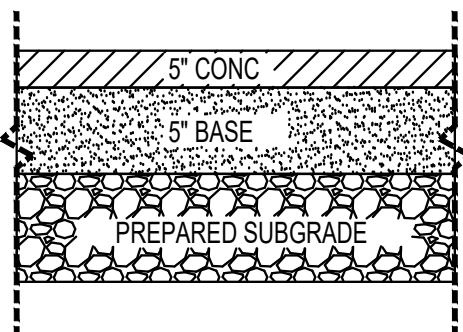
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USH CREEK PROPERTIES LLC
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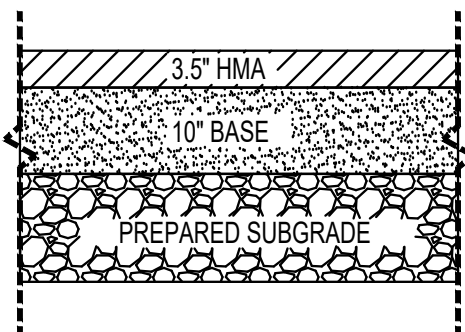
SITE - CONCRETE SECTION

CMT PROJECT NO. 21714

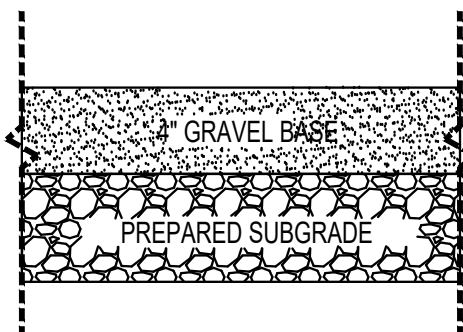


SITE - ASPHALT SECTION

CMT PROJECT NO. 21714



SITE - RV GRAVEL SECTION

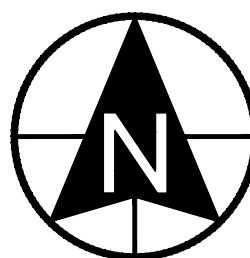


PATTERSON
DEVELOPMENT

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

EAGLE
CREST



0 15 30 60 90
SCALE: 1"= 30'



1019 N Deer Creek Lane
Alpine, UT 84004
Office (801) 492-1277
Cell (801) 616-1877

REVISIONS			SEAL
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ACTION	DATE
FINAL PLAN	9/16/2024

PROJECT

EAGLE
CREST
LOT 102

DESCRIPTION

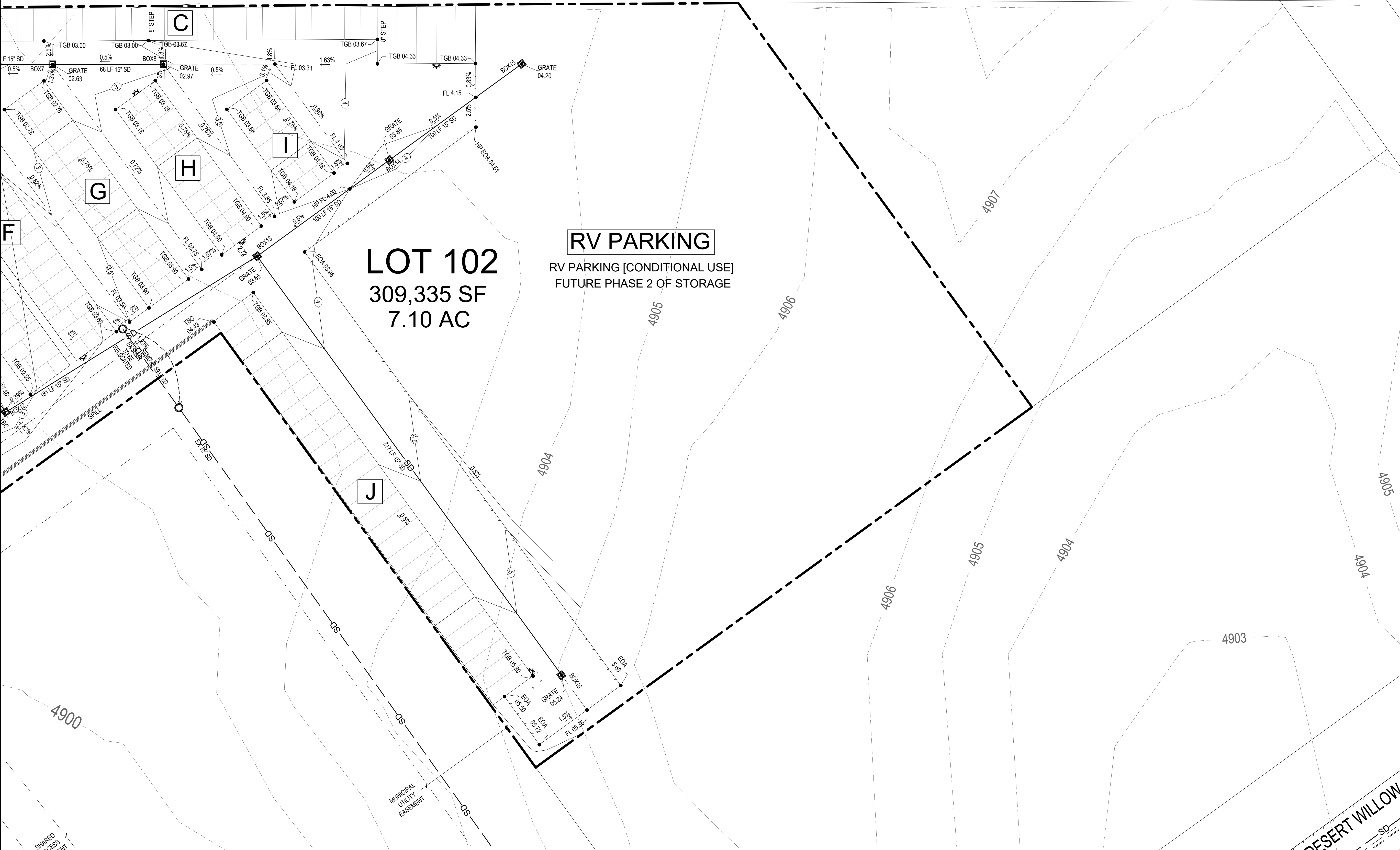
FINAL
SITE
PLAN

SHEET NAME SHEET NUMBER

GRADING
PLAN

C3.2

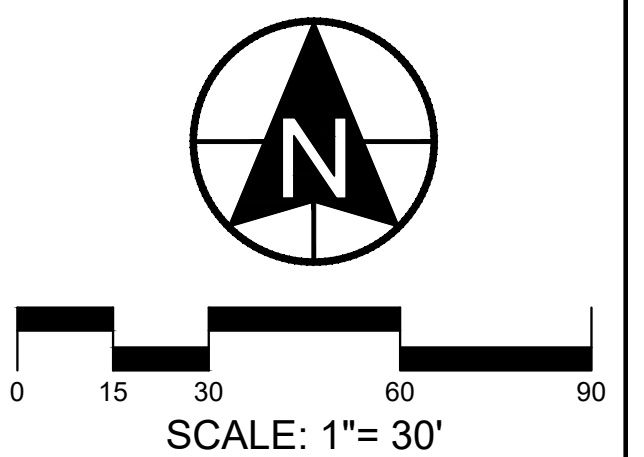
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*PATTERSON
DEVELOPMENT*

DEVELOPMENT

EAGLE CREST



REVISIONS

DATE
9/6/2024

EAGLE
CREST
LOT 102

DESCRIPTION

SITE CONSTRUCTION PLANS

SHEET NAME

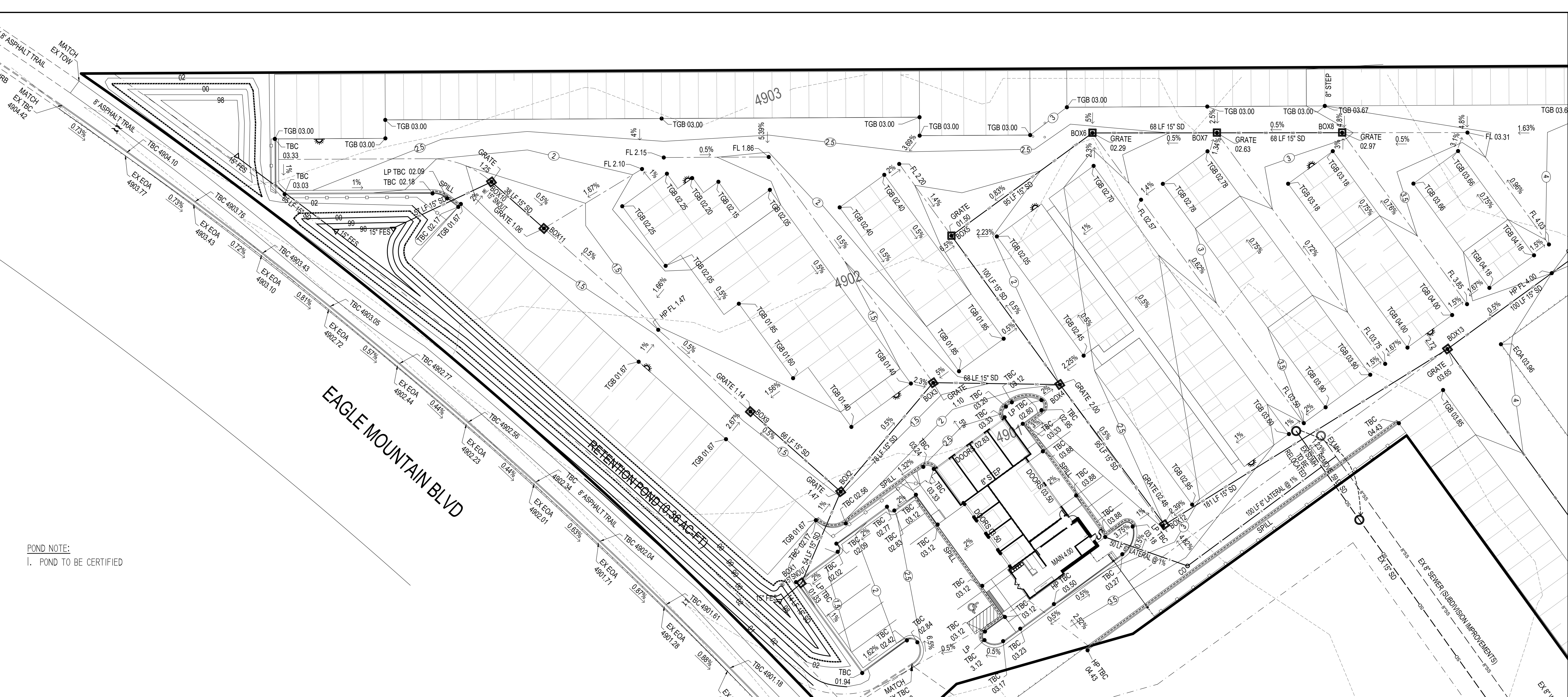
STORM
DRAIN

SHEET NUMBER

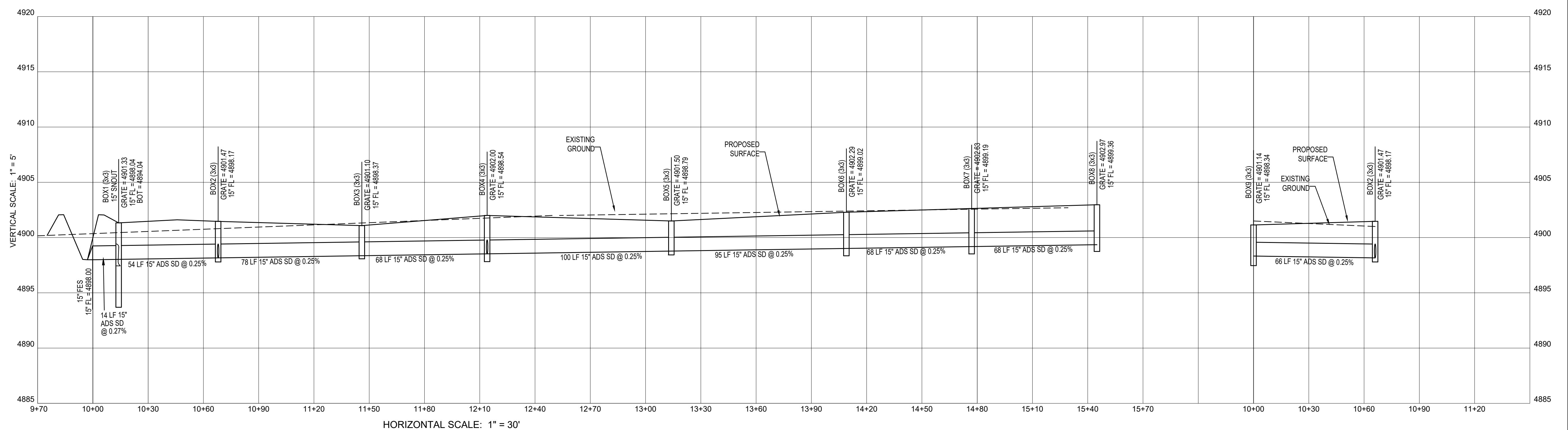
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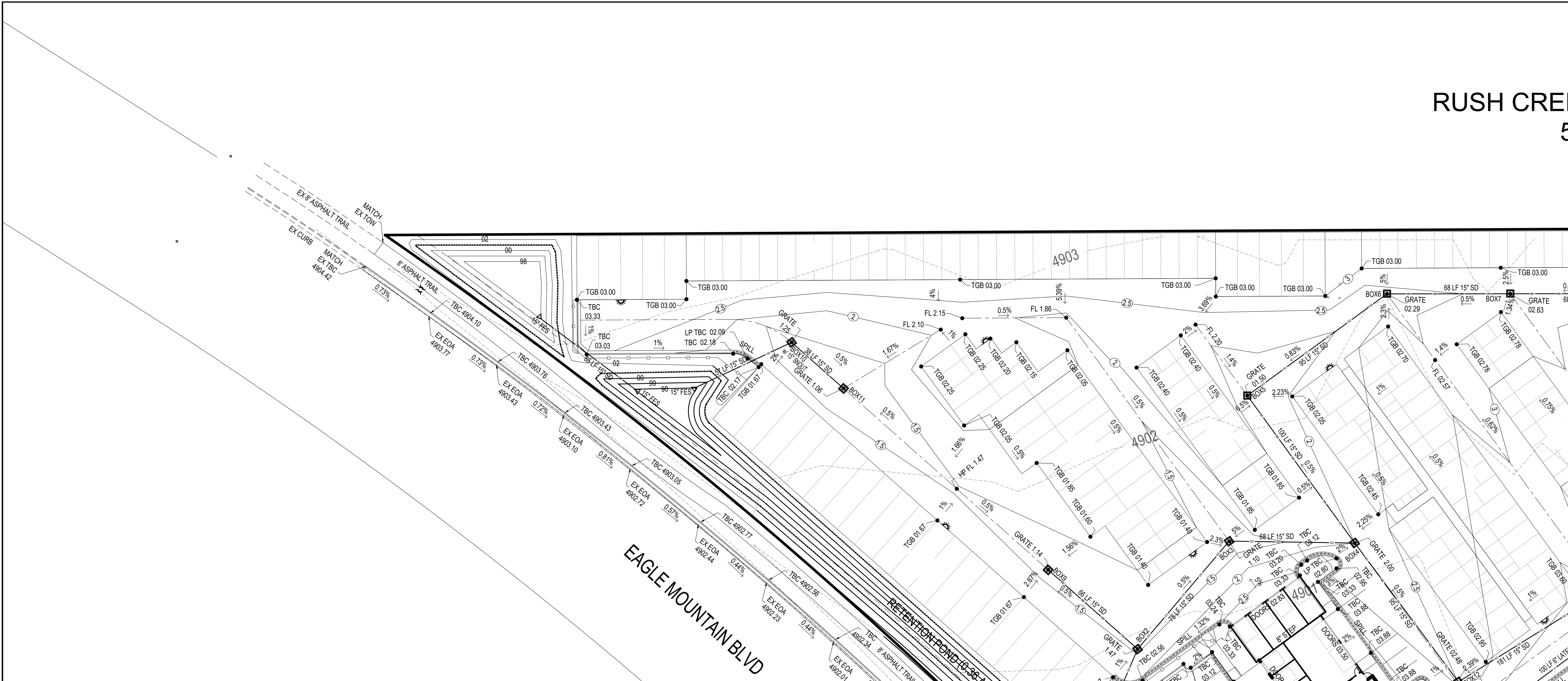
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civil\2021\wayne\wayne rock stream\apple creek

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POND NOTE:
I. POND TO BE CERTIFIED





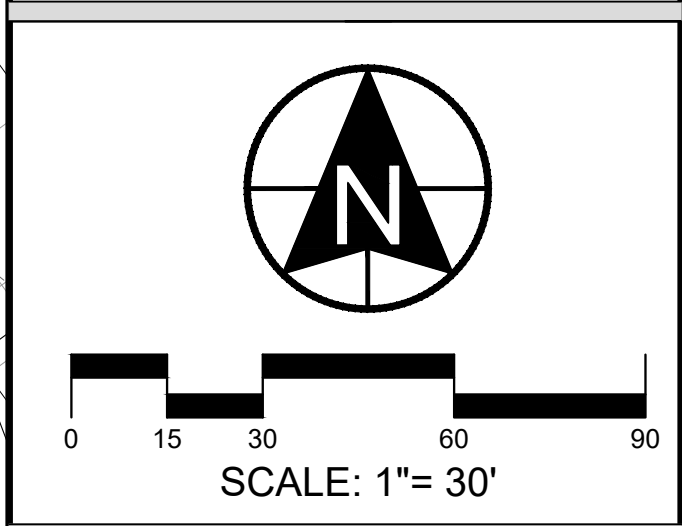
DEVELOPER

**PATTERSON
DEVELOPMENT**

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

**EAGLE
CREST**



berg
CIVIL ENGINEERING

1018 N Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

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FINAL PLAN	9/16/2024

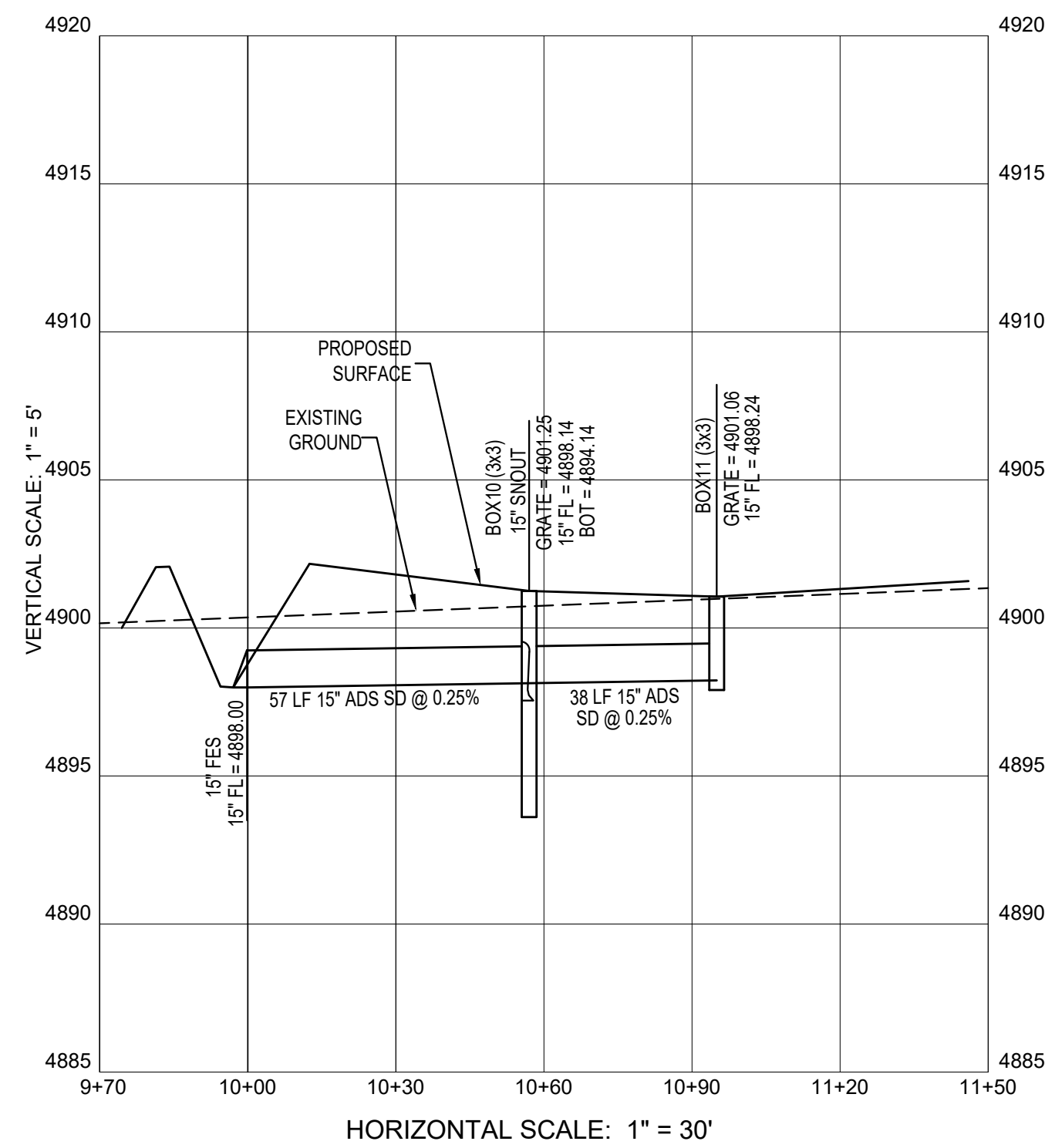
PROJECT

**EAGLE
CREST
LOT 102**

DESCRIPTION

**SITE
CONSTRUCTION
PLANS**

SHEET NAME	SHEET NUMBER
STORM DRAIN	C4.2



Eagle Mountain City General Notes for construction drawings:

SEWER-

- **Pipe bedding:** ¾” gravel required 6” below, on the sides & 12” above the pipe (minimum).
- **Depth:** Sewer main/laterals to maintain 4’ of cover (minimum) from finished grade, 3’ minimum from top of pipe at time of installation.
- **Separation:** sewer mains & laterals to maintain 10’ separation (minimum) from culinary water mains & laterals.
- **Sewer Y’s:** 3’ minimum separation between sewer Y’s.
- **Lateral stubs:** A) stubs must extend 15’ into property and be marked with 2x4 painted green. B) All laterals must be GIS (shot in) at the Y’s and stubs. Also slopes (2% min. on 4” pipe) to be checked before backfill.
- **Manholes:** manholes to be within 1’ of finished grade. 12” of whirly gig form (max) and no flat rings allowed. 12” of ¾” gravel required under manholes/boxes.

WATER-

- **Valves:** 1. Valves must be flanged to tee’s (fittings). 2. Valves 12” and larger to be butterfly valves.
- **Bedding:** sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6” below pipe on the sides & 12” above pipe (minimum).
- **Depth:** water main & laterals must maintain 4’ cover from finished grade (minimum), 3’ minimum from top of pipe at time of installation. Max depth 72” from finished grade.
- **Services & fittings:** services & fittings to maintain 3’ minimum separation from pipe joints and other fittings.
- **Setters:** all setters to be 21” tall (minimum), have unions at the base and be dual check model, also ¾” setters to have double braces. Setters to be set at: 18” to 22” from the top of setter to top of lid.
- **Water can lid:** all lids to say “Eagle Mountain” on them recessed with a hole for the ERT and to be set at level to 1” above the plane of the curb & sidewalk.
- **Water Can:** the water can for ¾” & 1” services will need to be a 36” tall minimum and 21” inside diameter. Water can for 1-1/2” to 2” service will need to follow APWA specification.
- **Hydrants:** hydrants to be 5’ bury (minimum).
- **Laterals:** all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15’ into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- **Tracer wire:** run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
- **Water fittings:** all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- **Vertical separation:** water main to maintain 18” minimum separation from storm drain or other obstacles/utilities.
- **Water line fittings:** all fittings to have mega lug followers.
- **Water Main Line:** NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN-

- **Bedding:** ¾” gravel 6” below and on sides of pipe & 12” above pipe (minimum).
- **ADS:** all ADS pipe to be “HP” brand.
- **Collars:** collars to be 1’x1’ around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
- **Manholes:** manholes to be within 1’ of finished grade. 12” of whirly gig form (max) and no flat rings allowed. 12” of ¾” gravel required under manholes/boxes.

ROAD SECTION-

- **Proof rolls:** proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
- **UTBC:** state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
- **Collars:** all collars to be 1’ wide by 1’ deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (¾” monofilament) required for all street collars. Manhole covers and water valve towers to be ½” down from asphalt edge and concrete to be ¼” to 3/8” down from asphalt edge.

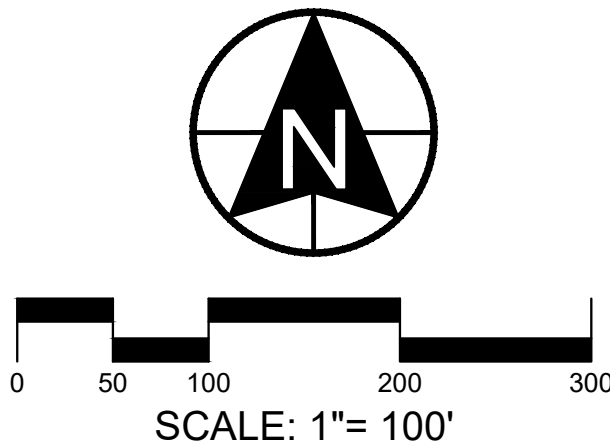
DEVELOPER

PATTERSON
DEVELOPMENT

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

EAGLE
CREST



berg

CIVIL ENGINEERING

1018 N. Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
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ACTION			DATE
FINAL PLAN			9/6/2024

PROJECT

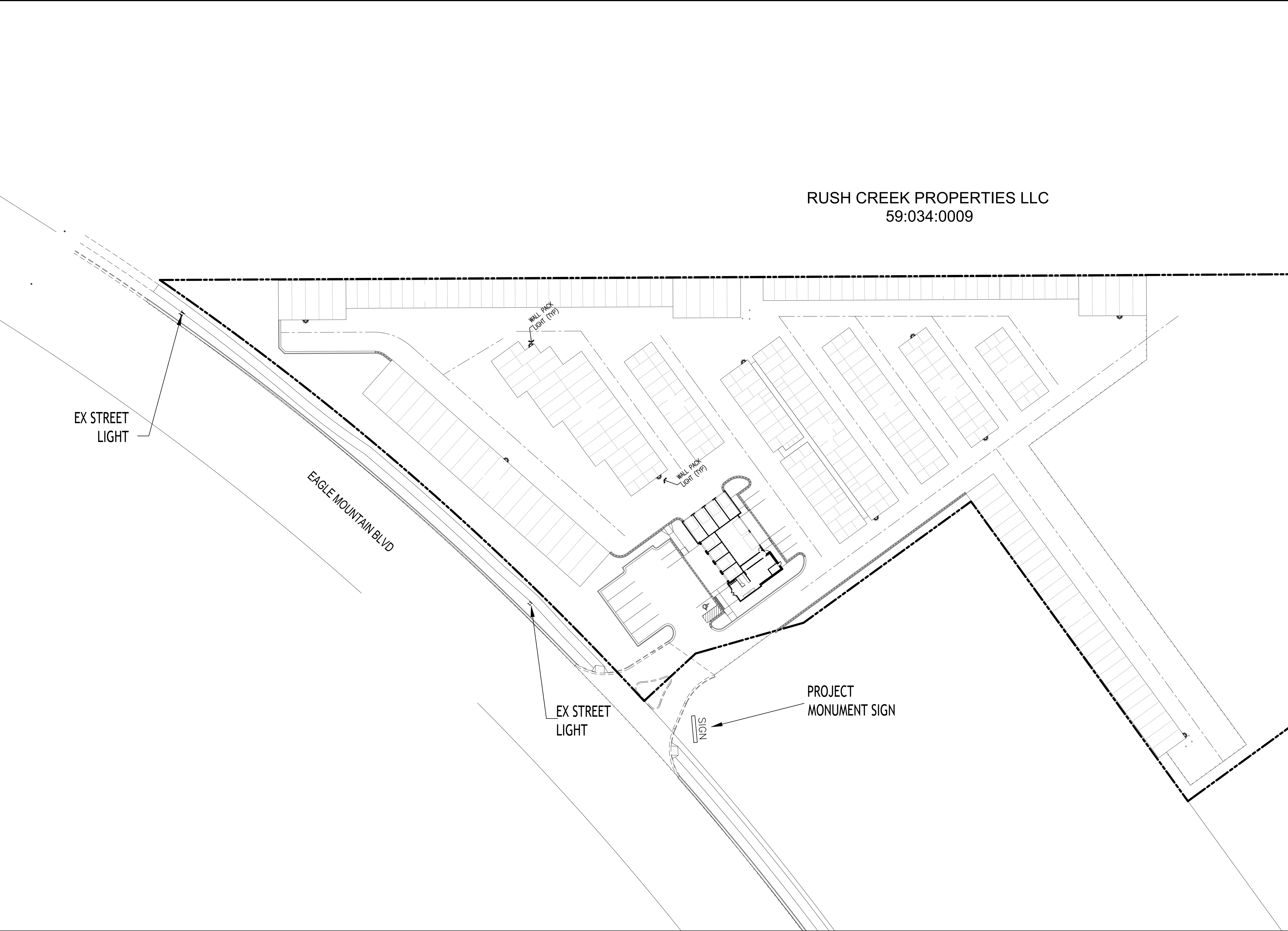
EAGLE
CREST
LOT 102

DESCRIPTION

FINAL
SITE
PLANS

SHEET NAME	SHEET NUMBER
GENERAL NOTES	C5

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RUSH CREEK PROPERTIES LLC
59:034:0009

DEVELOPER

**PATTERSON
DEVELOPMENT**

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

**EAGLE
CREST**

North arrow pointing up and a graphic scale bar from 0 to 120 feet.

SCALE: 1"= 40'

berg
CIVIL ENGINEERING

1018 N Deer Crest Lane
Alpine Ut, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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6			
ACTION			DATE
FINAL PLAN			9/16/2024

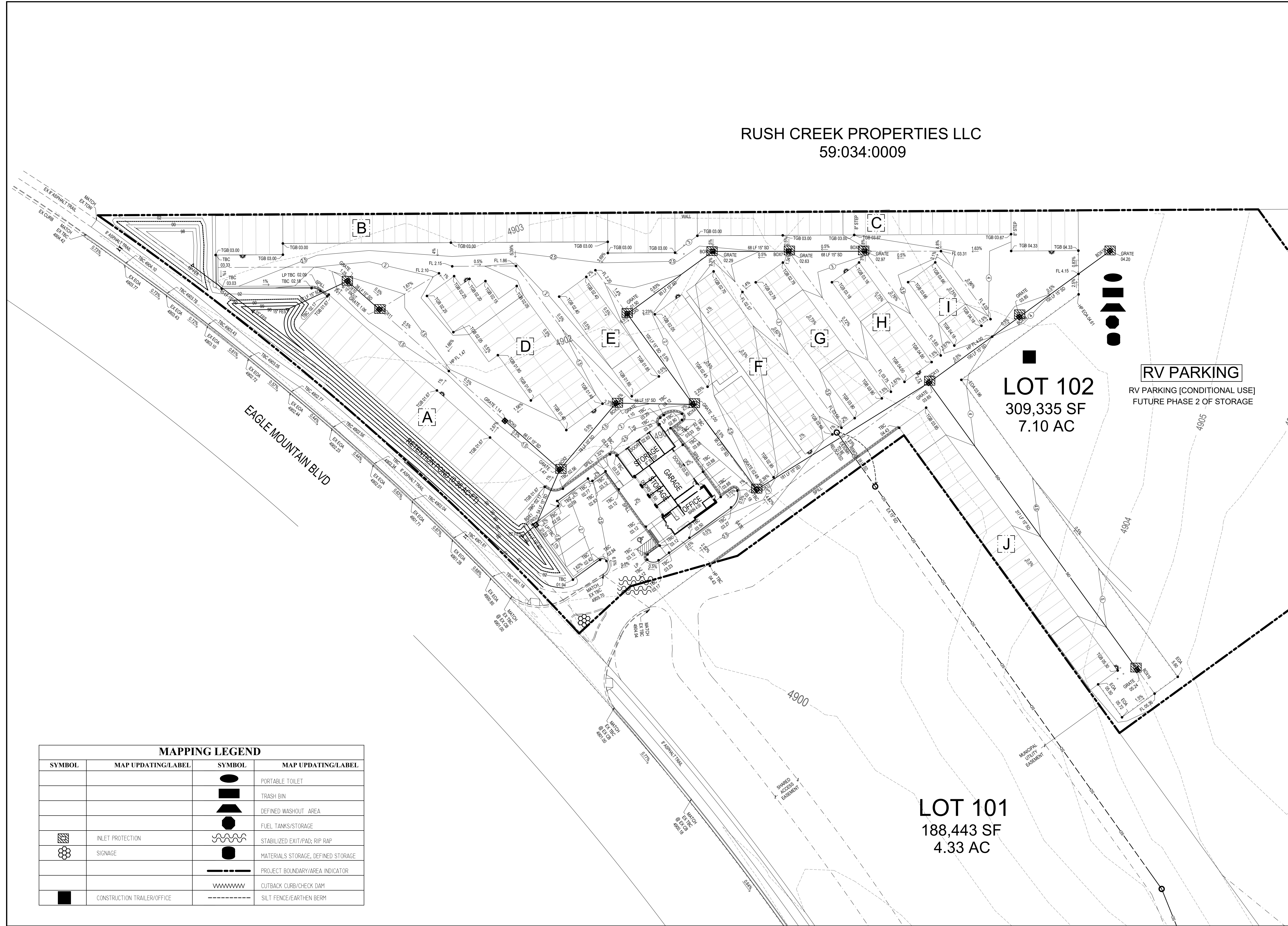
PROJECT

**EAGLE
CREST
LOT 102**

DESCRIPTION

**FINAL
SITE
PLAN**

SHEET NAME	SHEET NUMBER
SIGNAGE & LIGHTING PLAN	C6



MAPPING LEGEND			
SYMBOL	MAP UPDATING/LABEL	SYMBOL	MAP UPDATING/LABEL
			PORTABLE TOILET
			TRASH BIN
			DEFINED WASHOUT AREA
			FUEL TANKS/STORAGE
	INLET PROTECTION		STABILIZED EXIT/PAD, RIP RAP
	SIGNAGE		MATERIALS STORAGE, DEFINED STORAGE
			PROJECT BOUNDARY/AREA INDICATOR
			CUTBACK CURB/CHECK DAM
	CONSTRUCTION TRAILER/OFFICE		SILT FENCE/EARTHEN BERM

DEVELOPER

PATTERSON DEVELOPMENT

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

EAGLE CREST

SCALE: 1"= 40'

CIVIL ENGINEERING

1018 N Deer Crest Lane
Alpine UT, 84004
Office (801) 452-1277
Cell (801) 616-1877

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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3			
4			
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6			
7			

ACTION	DATE
FINAL PLAN	9/16/2024

PROJECT

EAGLE CREST LOT 102

DESCRIPTION

FINAL SITE PLAN

SHEET NAME	SHEET NUMBER
SWPPP	C8.1

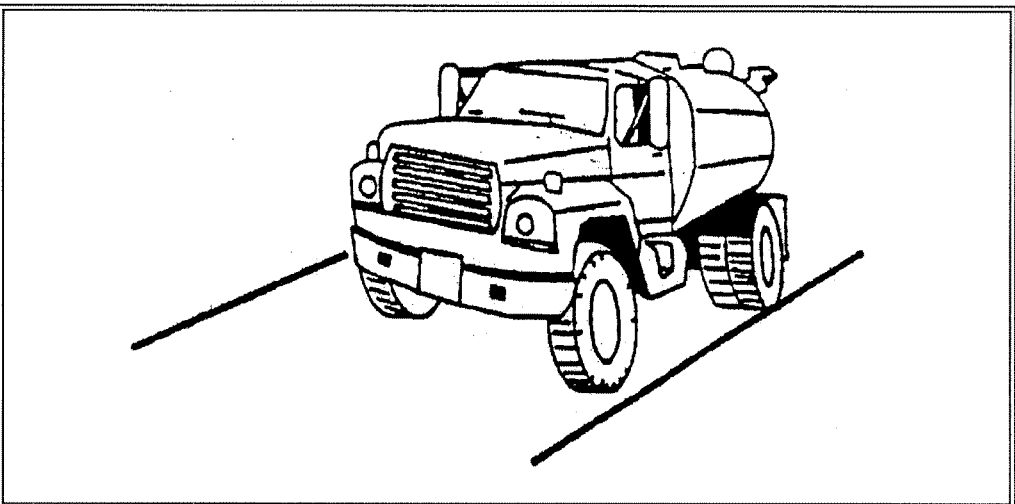


- NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION AND SHOULD BE MODIFIED AS NEEDED.
1. SECURE MESH TO POSTS WITH WIRE STAPLES 1" LONG OR TIE WIRES OR HOOP RINGS.
2. SECURE FABRIC TO MESH WITH TWINE, STAPLES OR SUTURE.
- SILT FENCE**
(Plan No. 122)
- COARSE AGGREGATE
2" TO 4" SIZE
- 50' MIN.
- 12" MIN.
- 8" MIN.
- 3" MAX.
- FLOW
- WASH DOWN AREA**
- Plan 125
- APWA**
Utah Chapter
- Equipment and vehicle wash down area**
- February 2006

C8.3



BMP: Dust Controls



DESCRIPTION:
Dust control measures are used to stabilize soil from wind erosion, and reduce dust by construction activities.

APPLICATION:
Dust control is useful in any process area, loading and unloading area, material handling areas, and transfer areas where dust is generated. Street sweeping is limited to areas that are paved.

INSTALLATION/APPLICATION CRITERIA:

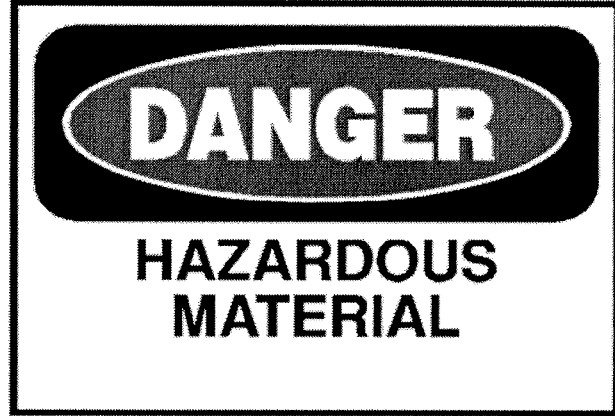
- Two kinds of street sweepers are common: brush and vacuum. Vacuum sweepers are more efficient and work best when the area is dry.
- Mechanical equipment should be operated according to the manufacturers' recommendations and should be inspected regularly.
- Water may be sprayed on the ground surface to moisten dry soils, making it less susceptible to wind erosion.

LIMITATIONS:

- Street sweeping is labor and equipment intensive and may not be effective for all pollutants.
- Water sprayed from water trucks must be done at a rate such that the water is absorbed in the soil; if excessive amounts of water are used, it may run off, carrying soil with it.

MAINTENANCE:
If excess water results from water spraying, dust-contaminated waters should not be allowed to run off site. Areas may need to be resprayed to keep dust from spreading.

BMP: Hazardous Waste Management



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from hazardous waste through proper material use, waste disposal, and training of employees. Another important aspect of this BMP is to insure the use of sub-consultants who are properly licensed and trained.

APPLICATION:
Many of the chemicals used on-site can be hazardous materials which become hazardous waste upon disposal. These wastes may include:

- Paints and solvents; petroleum products such as oils; fuels and greases; herbicides and pesticides; acids for cleaning masonry; and concrete curing compounds.

In addition, sites with existing structures may contain wastes which must be disposed of in accordance with federal, state and local regulations, including:

- Sandblasting grit mixed with lead, cadmium or chromium based paints, asbestos, and PCBs.

INSTALLATION/APPLICATION CRITERIA:
The following steps will help reduce storm water pollution from hazardous wastes:

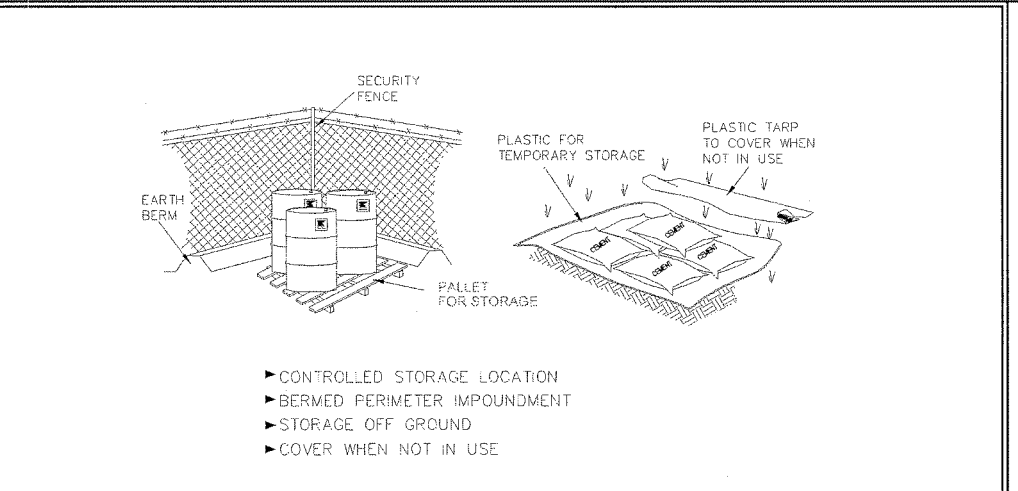
- Use all of the product before disposing of the container.
- Do not remove the original product label, it contains important safety and disposal information.
- Do not over-apply herbicides and pesticides. Prepare only the amount needed. Follow the recommended usage instructions. Over-application is expensive and environmentally harmful. Apply surface dressings in several smaller applications, as opposed to one large application, to allow time for infiltration and to avoid excess material being carried off-site by runoff. Do not apply these chemicals just before it rains. People applying pesticides must be certified in accordance with federal and state regulations.

LIMITATIONS:
Hazardous waste that cannot be reused or recycled must be disposed of by a licensed hazardous waste collector.

MAINTENANCE:

- Inspect hazardous waste receptacles and areas regularly.
- Arrange for regular hazardous waste collection.

BMP: Materials Storage



DESCRIPTION:
Controlled storage of on-site materials.

APPLICATION:

- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with outside storage of materials.

INSTALLATION/APPLICATION CRITERIA:

- Designate a secured area with limited access as the storage location. Ensure no waterways or drainage paths are nearby.
- Construct compacted earthen berm (See Earth Berm Barrier Information Sheet), or similar perimeter containment around storage location for impoundment in the case of spills.
- Ensure all on-site personnel utilize designated storage area. Do not store excessive amounts of material that will not be utilized on site.
- For active use of materials away from the storage area ensure materials are not set directly on the ground and are covered when not in use. Protect storm drainage during use.

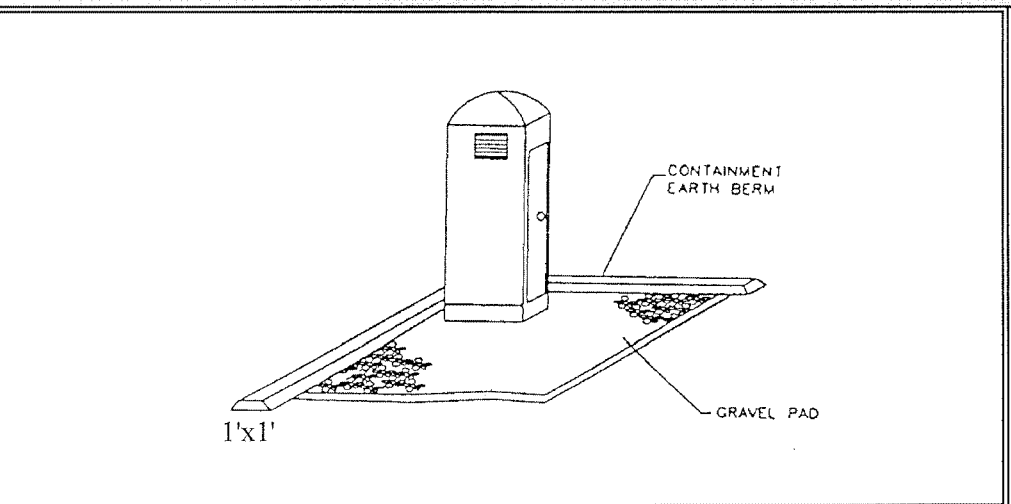
LIMITATIONS:

- Does not prevent contamination due to mishandling of products.
- Spill Prevention and Response Plan still required.
- Only effective if materials are actively stored in controlled location.

MAINTENANCE:

- Inspect daily and repair any damage to perimeter impoundment or security fencing.
- Verify that materials are being correctly stored (i.e. standing upright, in labeled containers, tightly capped) and that no materials are being stored away from the designated location.

BMP: Portable Toilets



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:

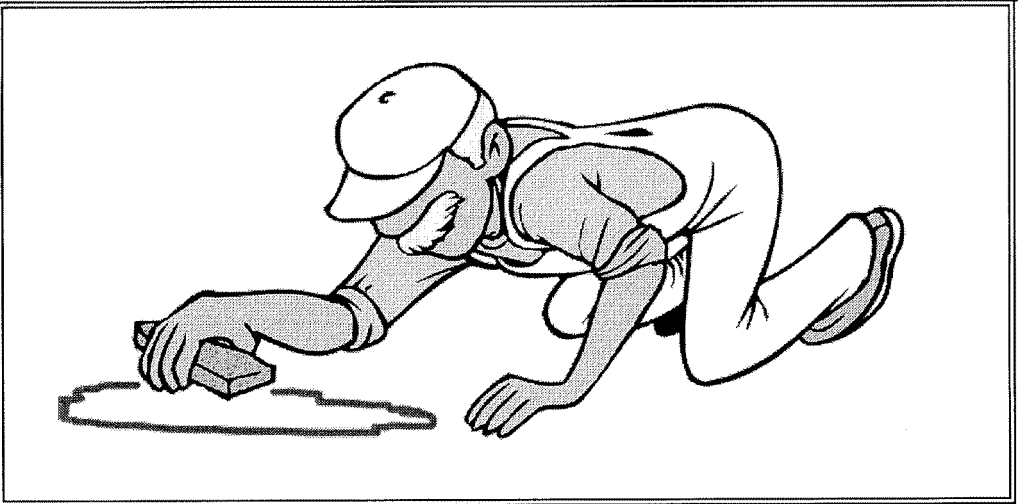
- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (See Earth Berm Barrier Information Sheet), control for spill/protection leak.
- Stake toilets to prevent them from tipping.

LIMITATIONS:
No limitations.

MAINTENANCE:

- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

BMP: Spill Clean-Up



DESCRIPTION:
Practices to clean-up leakage/spillage of on-site materials that may be harmful to receiving waters.

APPLICATION:
All sites

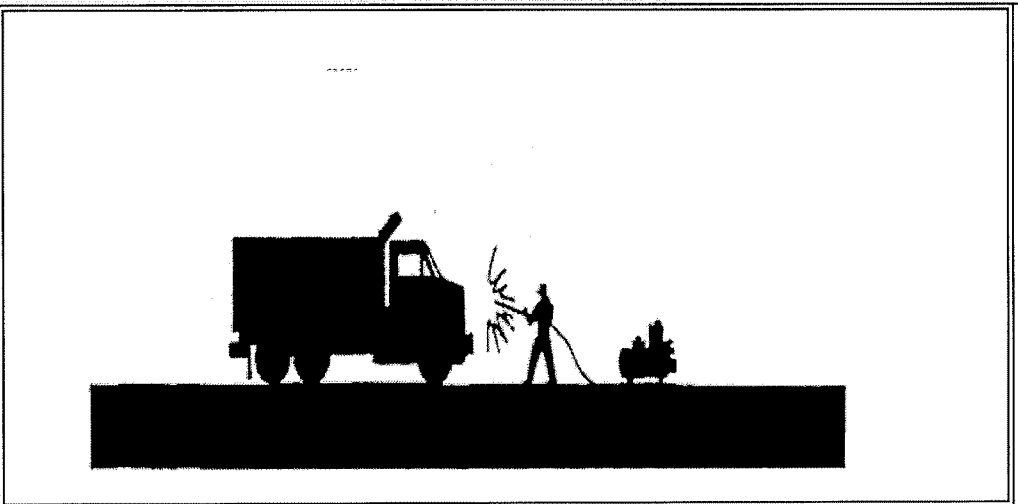
GENERAL:

- Store controlled materials within a storage area.
- Educate personnel on prevention and clean-up techniques.
- Designate an Emergency Coordinator responsible for employing preventative practices and for providing spill response.
- Maintain a supply of clean-up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:

- Clean-up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER HOSE DOWN OR BURY SPILL CONTAMINATED MATERIAL.
- Use rags or absorbent material for clean-up. Excavate contaminated soils. Dispose of clean-up material and soil as hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact local Fire Department and State Division of Environmental Response and Remediation (Phone #801-536-4100) for any spill of reportable quantity.

BMP: Vehicle And Equipment Cleaning



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from vehicle and equipment cleaning by using off-site facilities, washing in designated, contained areas only, eliminating discharges to the storm drain by infiltrating or recycling the wash water, and/or training employees and subcontractors.

INSTALLATION/APPLICATION:

- Use off-site commercial washing businesses as much as possible. Washing vehicles and equipment outdoors or in areas where wash water flows onto paved surfaces or into drainage pathways can pollute storm water. If you wash a large number of vehicles or pieces of equipment, consider conducting this work at an off-site commercial business. These businesses are better equipped to handle and dispose of the wash waters properly. Performing this work off-site can also be economical by eliminating the need for a separate washing operation of your site.
- If washing must occur on-site, use designated, bermed wash areas to prevent wash water contact with storm water, creeks, rivers, and other water bodies. The wash area can be sloped for wash water collection and subsequent infiltration into the ground.
- Use as little water as possible to avoid having to install erosion and sediment controls for the wash area. Use phosphate-free biodegradable soaps. Educate employees and subcontractors on pollution prevention measures. Do not permit steam cleaning on-site. Steam cleaning can generate significant pollutant concentrations.

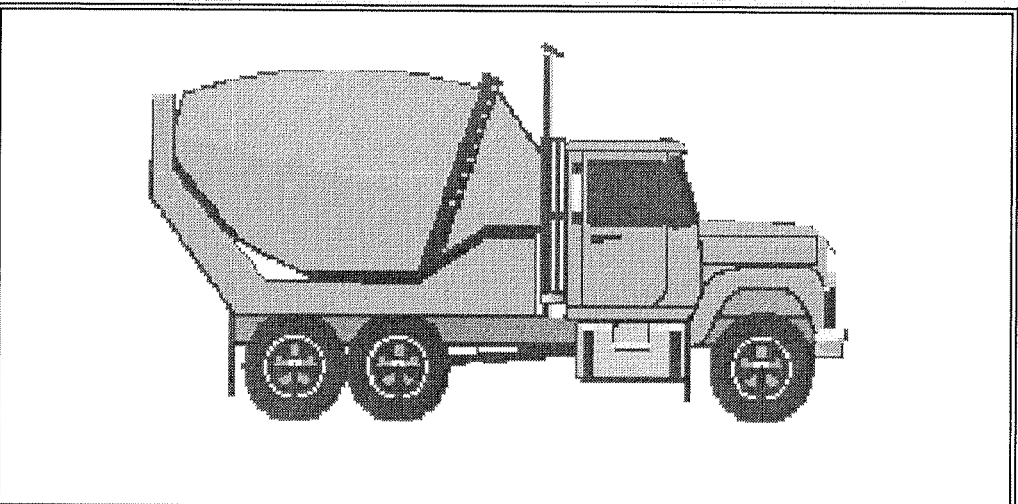
LIMITATIONS:

- Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades.
- Sending vehicles/equipment off-site should be done in conjunction with Stabilized Construction Entrance.

MAINTENANCE:

- Minimal, some berm repair may be necessary.

BMP: Concrete Waste Management



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATIONS:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (See Earth Berm Barrier information sheet.)
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:

- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

CONCRETE WASHOUT TO BE A PIT LINED WITH IMPERVIOUS SHEETING OR A LEAK-PROOF CONTAINER WITH SOLID SIDES. NO BLOW-UP POOLS ARE ALLOWED.

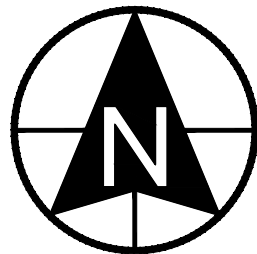
DEVELOPER

PATTERSON DEVELOPMENT

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

EAGLE CREST



0 20 40 80 120
SCALE: 1"= 40'



1018 N Deer Crest Lane
Alpine, UT 84004
office (801) 466-1277
cell (801) 616-1877

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
FINAL PLAN	07/05/2024

PROJECT

EAGLE CREST LOT 102

DESCRIPTION

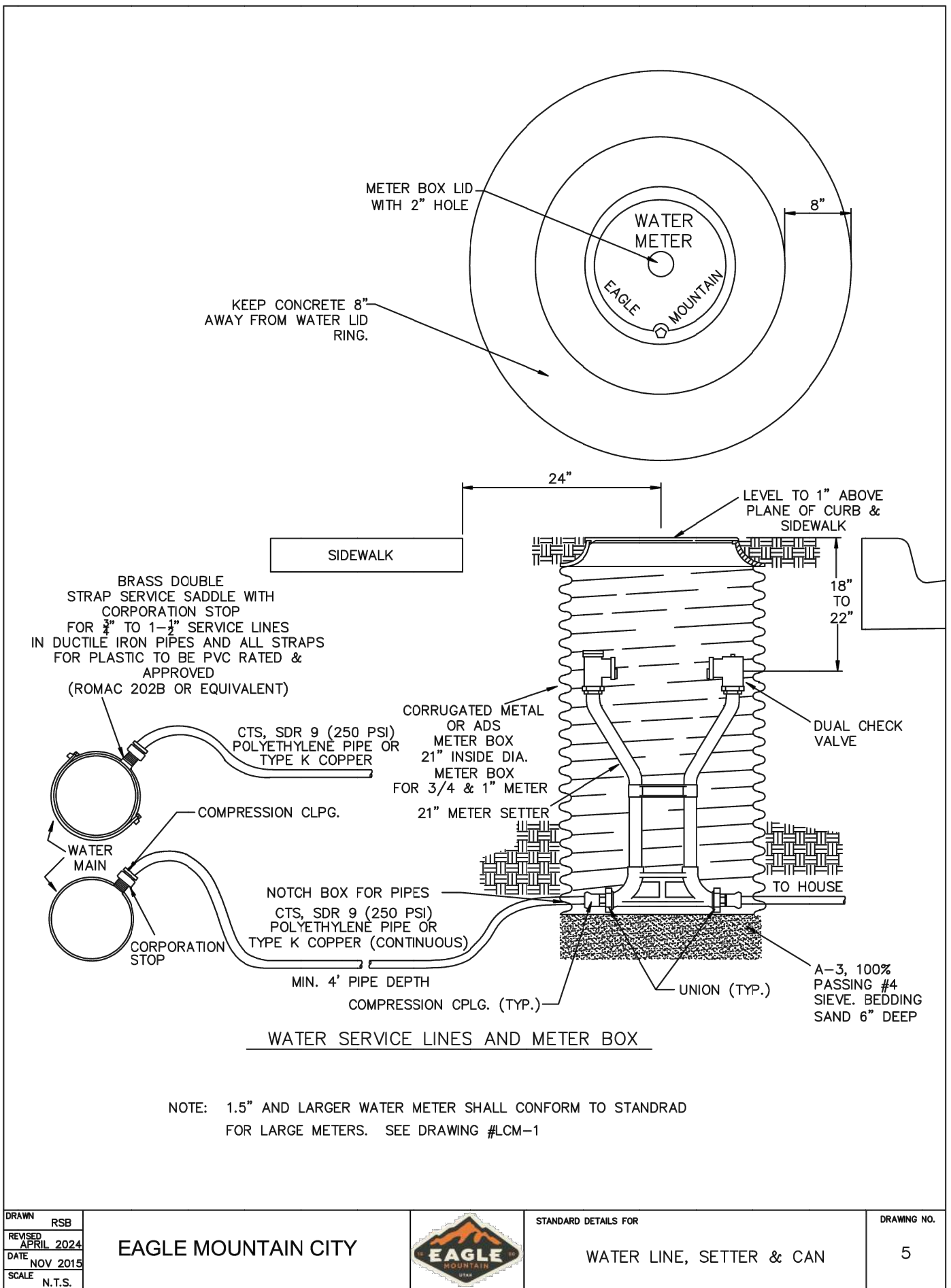
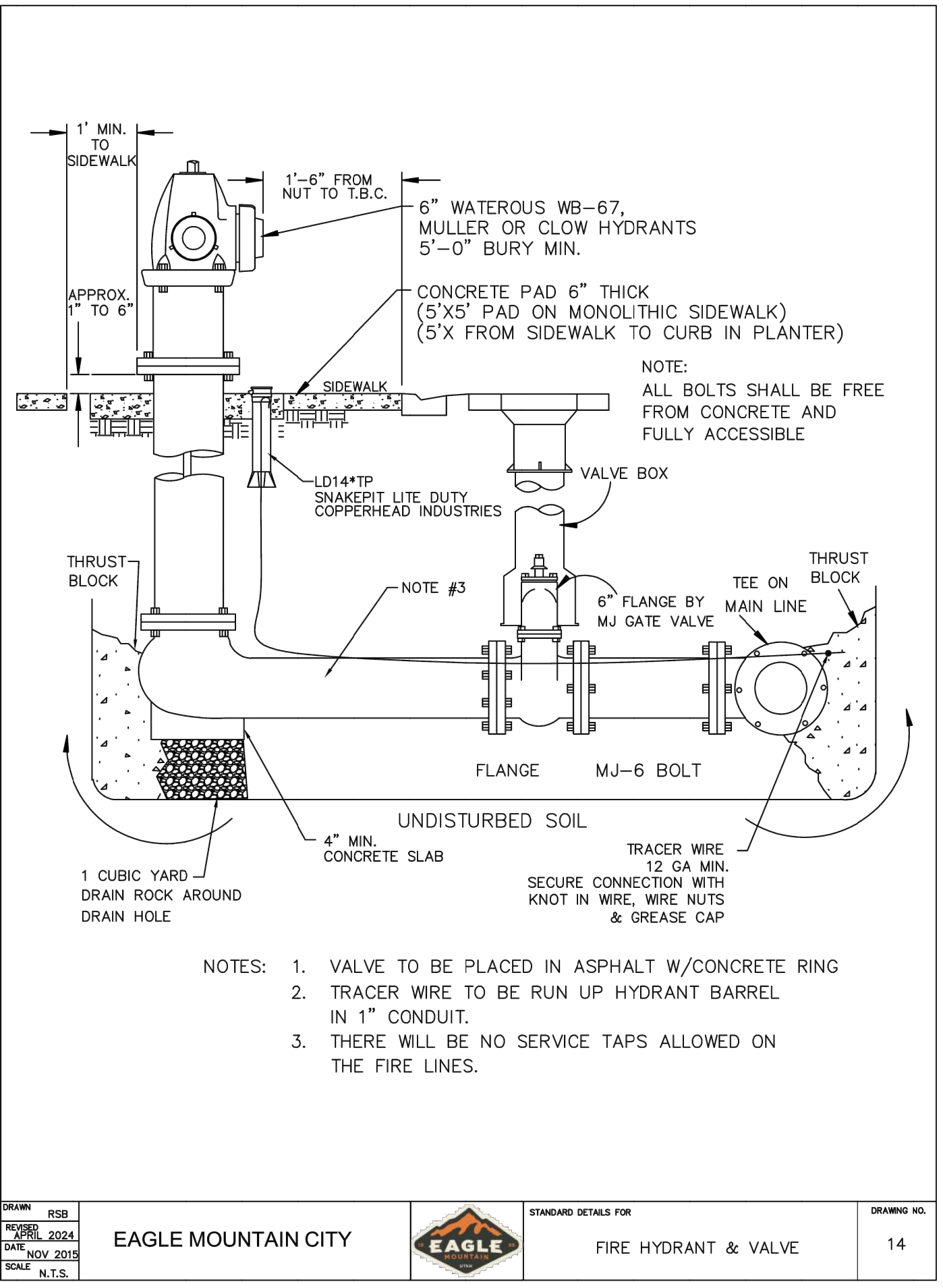
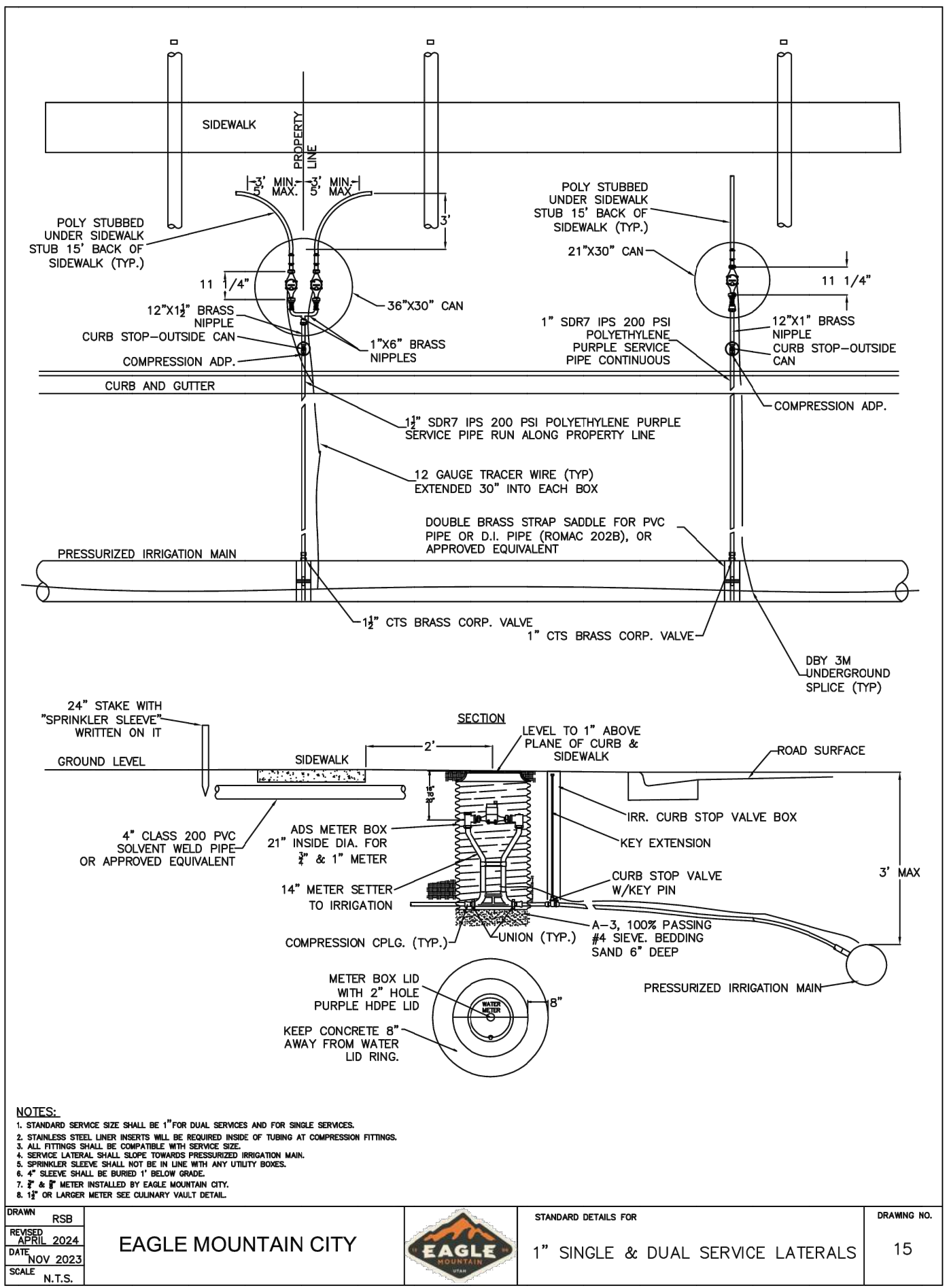
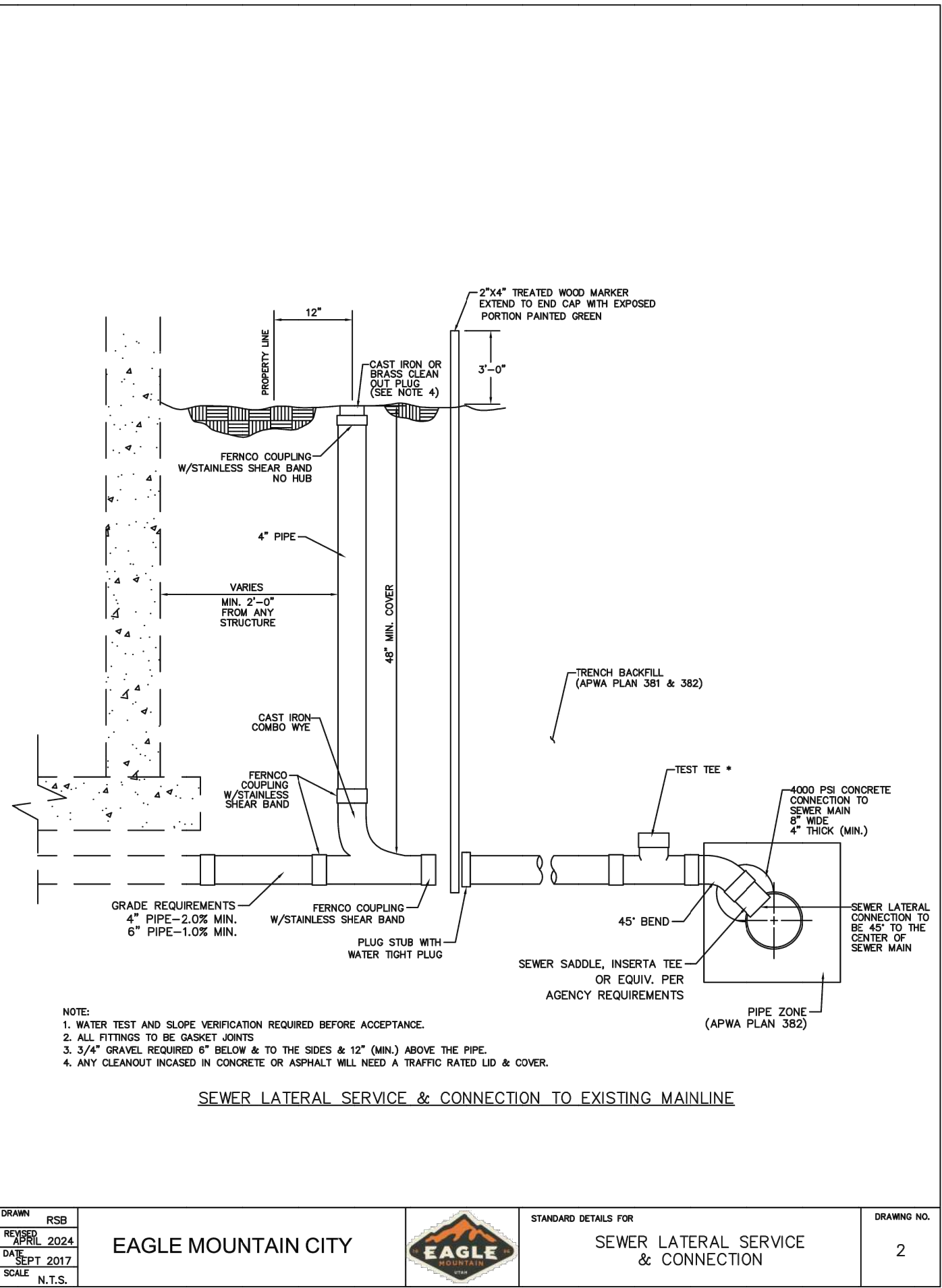
FINAL SITE PLAN

SHEET NAME

SWPPP DETAILS

SHEET NUMBER

C8.3



DEVELOPER

PATTERSON DEVELOPMENT

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

EAGLE CREST

SCALE: 1"= 100'

CIVIL ENGINEERING
1018 N Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
FINAL PLAN	9/6/2024

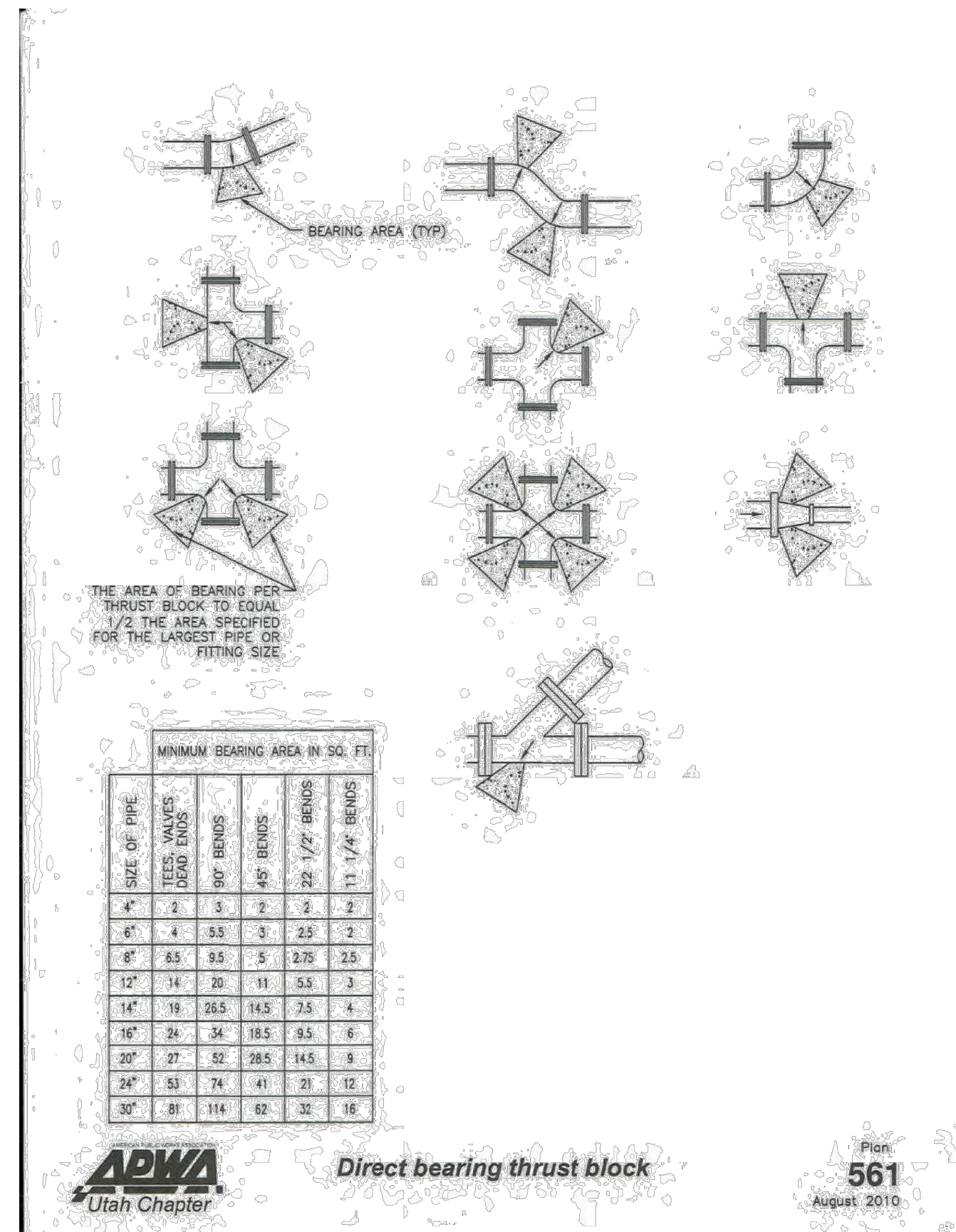
PROJECT

EAGLE CREST LOT 102

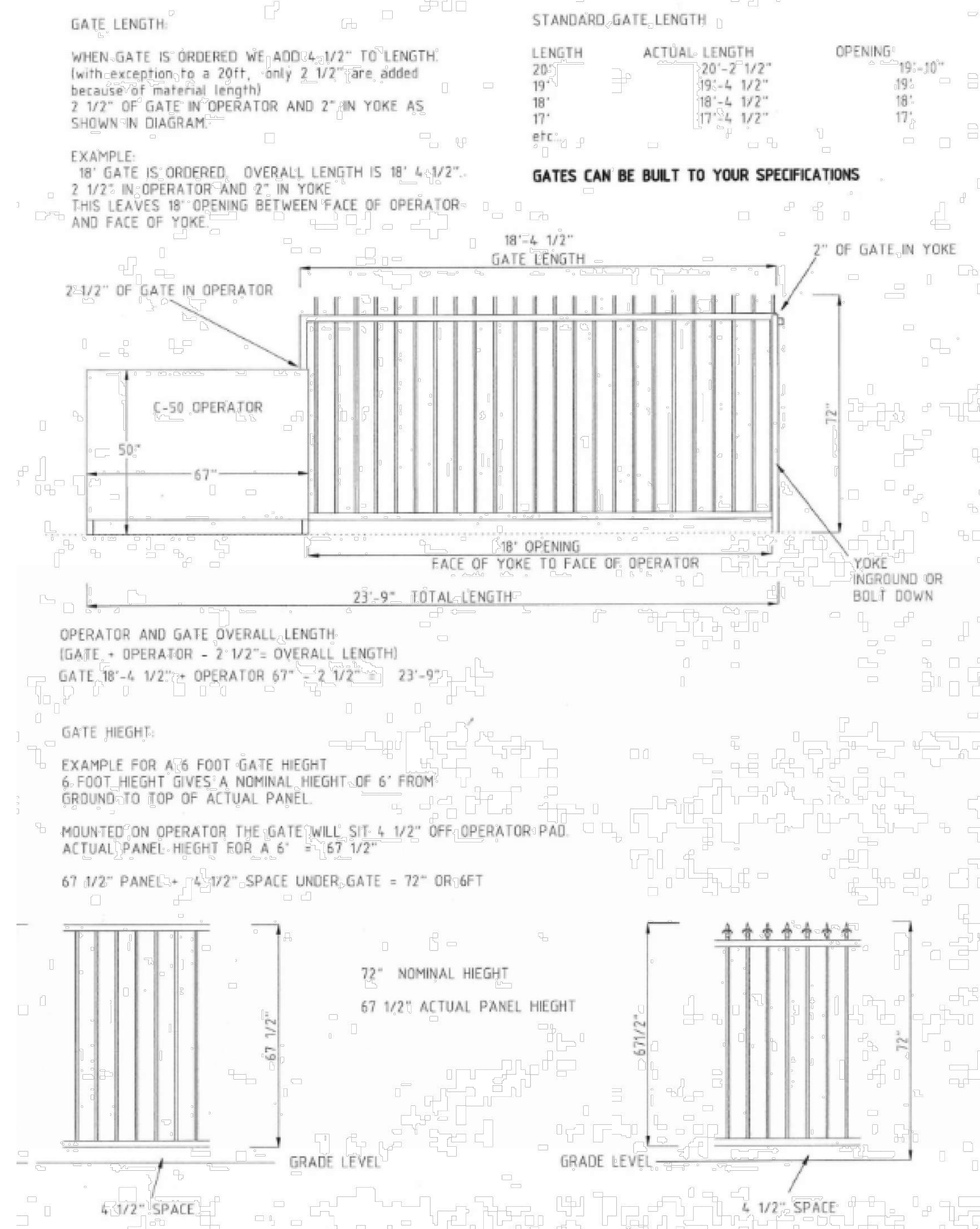
FINAL SITE PLANS

SHEET NAME	SHEET NUMBER
DETAILS	C9.1

1. **GENERAL**
 - A. Thrust design for pipe sizes or configurations not shown require special design.
 - B. Bearing areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
 - C. Restraint sizing is based upon a maximum operating pressure of 150 psi and a test pressure of 200 psi, and a minimum soil bearing strength of 2,000 psf. Operating pressures in excess of 150 psi or soils with less than 2,000 pound bearing strength will require special design.
 - D. Before backfilling around thrust block, secure inspection of installation by ENGINEER.
2. **PRODUCTS**
 - A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
 - B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
 - C. Thrust Blocks: Concrete Class 4000, APWA Section 03 30 04.
 - D. Grease: Non-oxide poly-FM.
3. **EXECUTION**
 - A. Pour concrete against undisturbed soil.
 - B. Pipe Joints: Do not cover with concrete. Leave completely accessible.
 - C. Grease: Apply grease to all buried metal surfaces. Wrap with polyethylene sheet and tape wrap.
 - D. Locking restraint devices may be used in conjunction with concrete thrust blocking (at discretion of ENGINEER).
 - E. Base Course and Backfill Placement: Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.



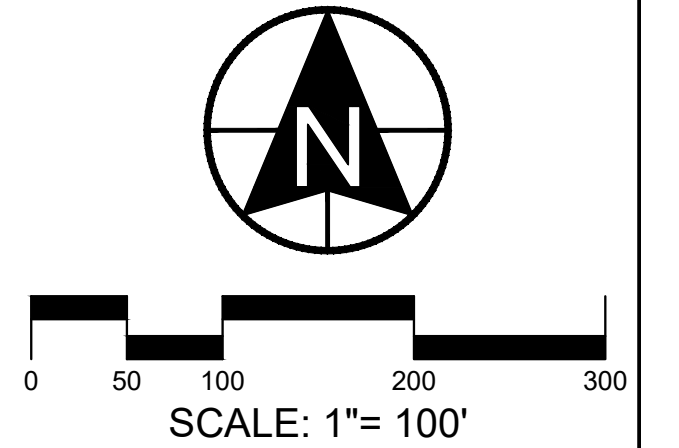
FENCING DETAIL



GATE DETAIL

*PATTERSON
DEVELOPMENT*

EAGLE CREST



REVISIONS			SEAL
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ACTION			DATE
FINAL PLAN			9/6/2024

EAGLE
CREST
LOT 102

*FINAL
SITE
PLANS*

SHEET NAME	SHEET NUMBER
DETAILS	C9.2

VICINITY MAP

PROJECT SITE

SHEET INDEX

SHEET
LP 102SHEET
LP 103RUSH CREEK PROPERTIES LLC
59:034:0009

N 89°42'35" E 1035.74'

LOT 102
309,335 SF
7.10 AC

EAGLE MOUNTAIN BLVD

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/14/2024		UT24095						
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
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5								
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7								

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

GRAPHIC SCALE: 1" = 30'

0' 15' 30' 60' 120'

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UTAH

MENLOVE CONSTRUCTION
ATT: JESSE REYNOLDS
801-915-9245
JESSE@MENLOVECONSTRUCTION.COM

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PKJ
DESIGN GROUP
Landscape Architecture • Planning • Visualization

3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LANDSCAPE OVERALL PLAN
CITY PERMIT SET

LP-100

PLANT LEGEND

SYMBOL CODE QTY BOTANICAL / COMMON NAME CONT CAL

DECIDUOUS TREES

	MA'M	10	Maackia amurensis 'JFS-Schietell' TM Maackia amurensis moderate; 30x22; sun; z3; Utah Lake water tolerant	B & B	2" Cal
	ST'S	7	Syringa reticulata 'Ivory Silk' Ivory Silk Japanese Tree Lilac Moderate; 20-25'x12-15'; sun; z3; Utah Lake water tolerant	B & B	2" Cal
	ZS'C	8	Zelkova serrata 'JFS-KW1' TM City Sprite Zelkova Td4; 24x18; AV 490; sun; z5; Utah Lake water tolerant	B & B	2" Cal

SYMBOL CODE QTY BOTANICAL / COMMON NAME CONT

DECIDUOUS SHRUBS

	B'HR	21	Buddleja davidii 'Tobud1202' Buzz™ Hot Raspberry Butterfly Bush Moderate; 4'x4'; sun; z5; Utah Lake water tolerant	5 gal
	C'BM	20	Caryopteris x clandonensis 'CT-9-12' TM Beyond Midnight Bluebeard Sd2; 2.5x2.5; AV12.5; sun; z5	5 gal
	CF'G	61	Caragana frutex 'Globosa' Globe Peashrub Sd1; 5x5; AV28; sun to part sun; z2; Utah Lake water tolerant	5 gal
	PA'L	75	Perovskia atropurpurea 'Lissini' Lacey Blue Russian Sage Low; 18-24"x24"; sun; z4; Utah Lake water tolerant	2 gal
	RG'L	47	Rhus aromatica 'Gro-Low' Gro-Low Sumac GV1; 2 x 8; AV 28; full to part sun; z4; Utah Lake water tolerant	5 gal

EVERGREEN SHRUBS

	CP'S	25	Cytisus purgans 'Spanish Gold' Spanish Gold Broom Sd2; 3-4 x 4-6; AV 28; sun to part sun; z4;	5 gal
	J'PW	35	Juniperus horizontalis 'Prince of Wales' Prince Of Wales Juniper 6-8" x 3-10'; low water; sun; z3; Utah Lake water tolerant	5 gal

GRASSES

	HM'A	16	Hakonechloa macra 'Aureola' Golden Variegated Hakonechloa moderate; 2x2; light shade to shade; z4	1 gal
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SITE MATERIALS LEGEND

	1-16	MINIMUM 1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	18,308 sf
	1-20	2-4" BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	10,213 sf
	2 HARDSCAPE	DESCRIPTION	QTY
	2-01	BOULDERS- DECORATIVE 24-48 INCHES. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	56
	2-02	BOULDERS- DECORATIVE 42-72 INCH. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	20
	2-05	5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	1,014 lf

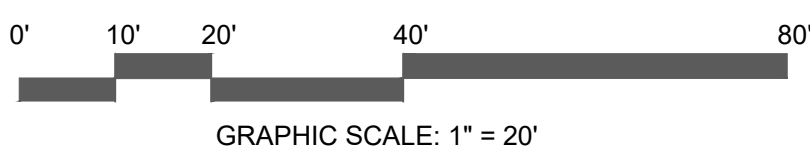
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DISTANCE= 570.19'
DELTA= 12°44'57"
CHORD= 569.01'
BEARING= N49°00'42"W

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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8/14/2024 UT24095

NO.	REVISION	DATE
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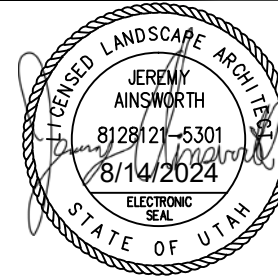


EAGLE CREST STORAGE
EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

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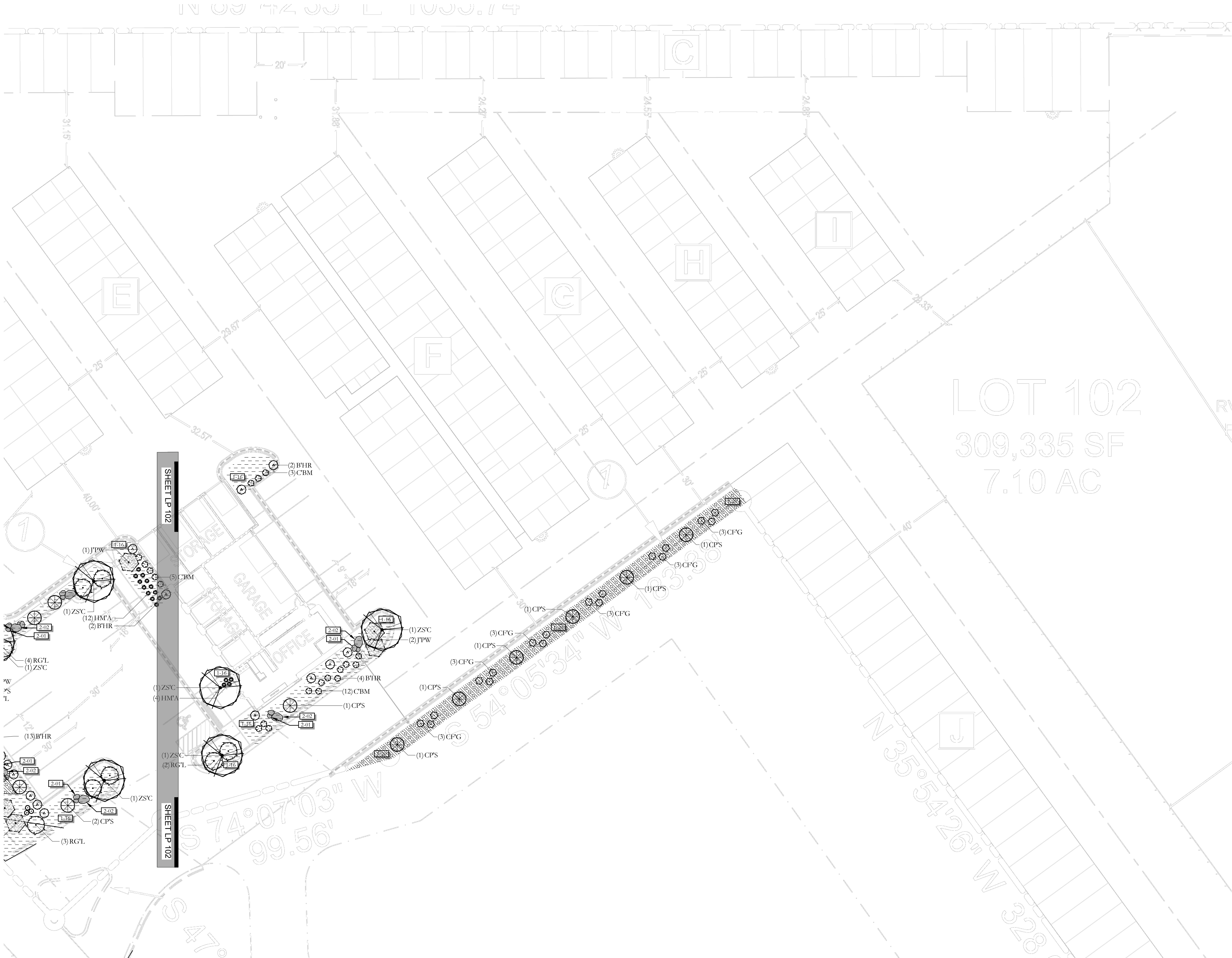
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LEHI, UTAH 84043 (801) 753-5644
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LANDSCAPE PLAN

CITY PERMIT SET

LP-102



PLANT LEGEND					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	MA'M	10	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia moderate; 30x22; sun; z3; Utah Lake water tolerant	B & B	2"Cal
	STS	7	Syringa reticulata 'Ivory Silk' Ivory Silk Japanese Tree Lilac Moderate; 20-25'x12-15'; sun; z3; Utah Lake water tolerant	B & B	2"Cal
	ZS'C	8	Zelkova serrata 'JFS-KW1' TM City Sprite Zelkova Td4; 24x18; AV 490; sun; z5; Utah Lake water tolerant	B & B	2"Cal
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
DECIDUOUS SHRUBS					
	B'HR	21	Buddleja davidii 'Tobud1202' Buzz™ Hot Raspberry Butterfly Bush Moderate; 4'x4'; sun; z5; Utah Lake water tolerant	5 gal	
	C'BM	20	Caryopteris x clandonensis 'CT-9-12' TM Beyond Midnight Bluebeard Sd2; 2.5x2.5; AV12.5; sun; z5	5 gal	
	CF'G	61	Caragana frutex 'Globosa' Globe Peashrub Sd1; 5x5; AV28; sun to part sun; z2; Utah Lake water tolerant	5 gal	
	PATL	75	Perovskia atriplicifolia 'Lisslitt' Lacey Blue Russian Sage Low; 18-24"x24"; sun; z4; Utah Lake water tolerant	2 gal	
	RG'L	47	Rhus aromatica 'Gro-Low' Gro-Low Sumac GV1; 2 x 8; AV 28; full to part sun; z4; Utah Lake water tolerant	5 gal	
EVERGREEN SHRUBS					
	CP'S	25	Cytisus purgans 'Spanish Gold' Spanish Gold Broom Sd2; 3-4 x 4-6; AV 28; sun to part sun; z4;	5 gal	
	J'PW	35	Juniperus horizontalis 'Prince of Wales' Prince Of Wales Juniper 6-8" x 3-10'; low water; sun; z3; Utah Lake water tolerant	5 gal	
GRASSES					
	HMA	16	Hakonechloa macrochaeta 'Aureola' Golden Variegated Hakonechloa moderate; 2x2; light shade to shade; z4	1 gal	

SITE MATERIALS LEGEND			NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. (IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)
	1-16	1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	18,308 sf
	1-20	2-4" BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	10,213 sf
SYMBOL	DESCRIPTION		QTY
	2-01 BOULDERS- DECORATIVE 24-48 INCHES. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL. SHEET LP-501.		56
	2-02 BOULDERS- DECORATIVE 42-72 INCH. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL. SHEET LP-501.		20
	2-05 5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.		1,014 lf

8/14/2024

UT24095

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

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0' 10' 20' 40' 80'

GRAPHIC SCALE: 1" = 20'

LP-102

LP-103

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UTAH

MENLOVE CONSTRUCTION

ATT: JESSE REYNOLDS

801-915-9245

JESSE@MENLOVECONSTRUCTION.COM

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LANDSCAPE PLAN
CITY PERMIT SET

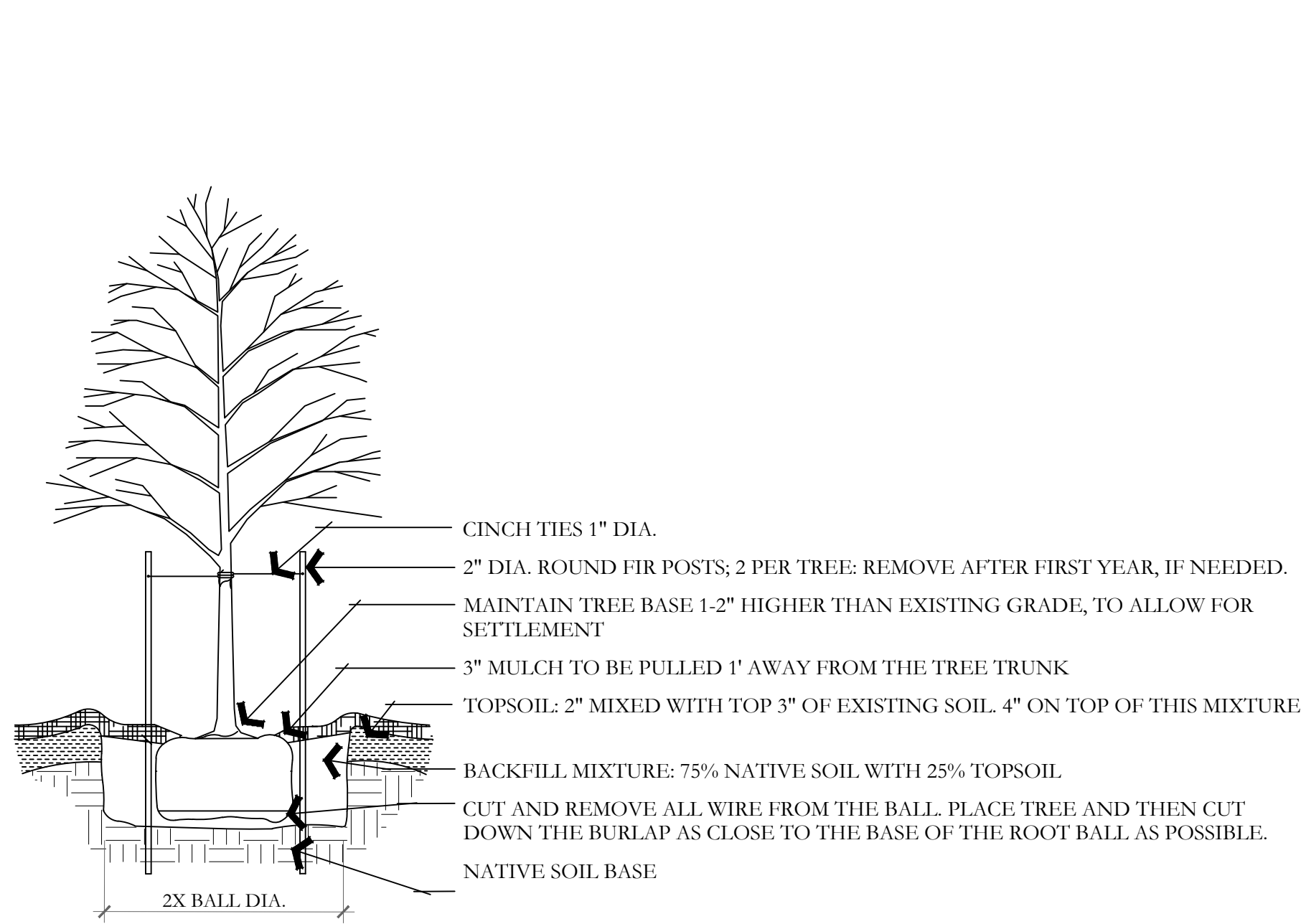
PM: JTA

DRAWN: ALR

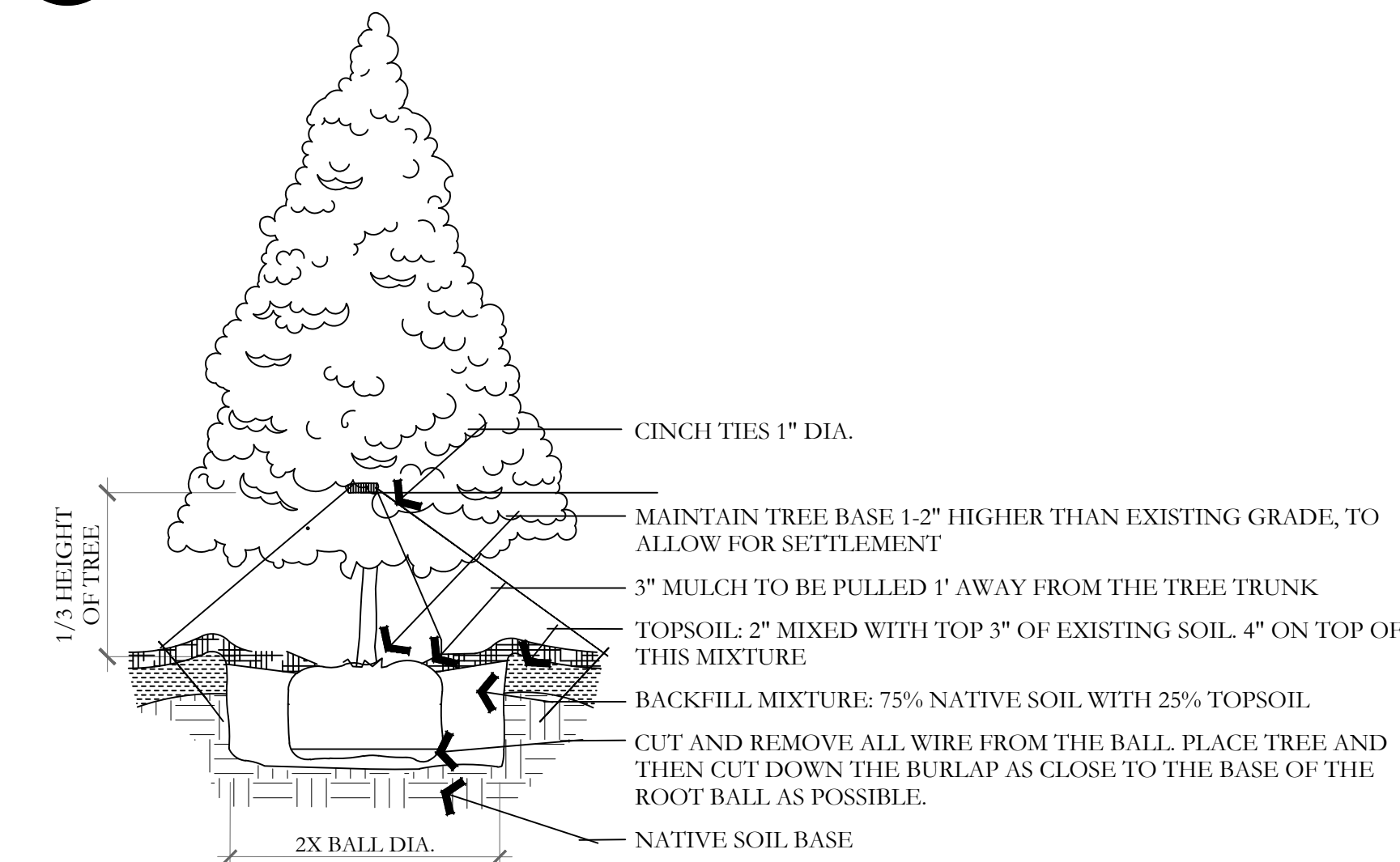
CHECKED: JMA

PLOT DATE: 8/14/2024

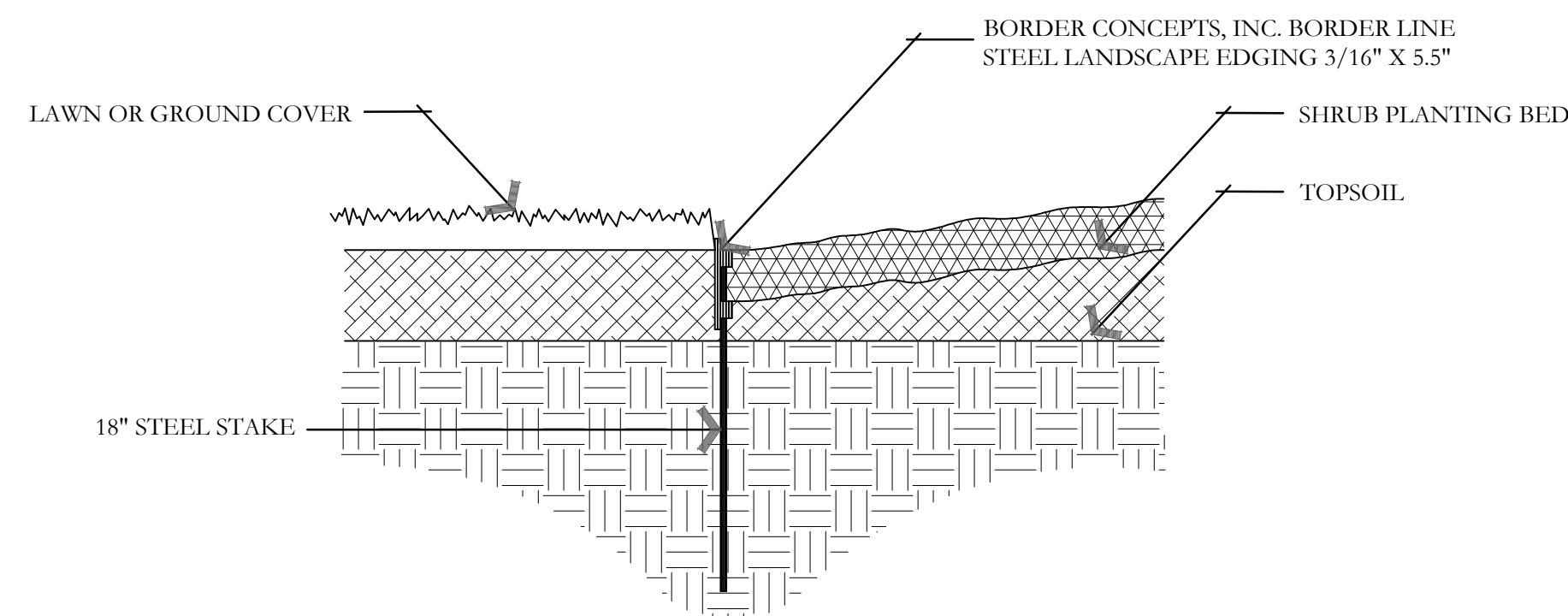
LP-103



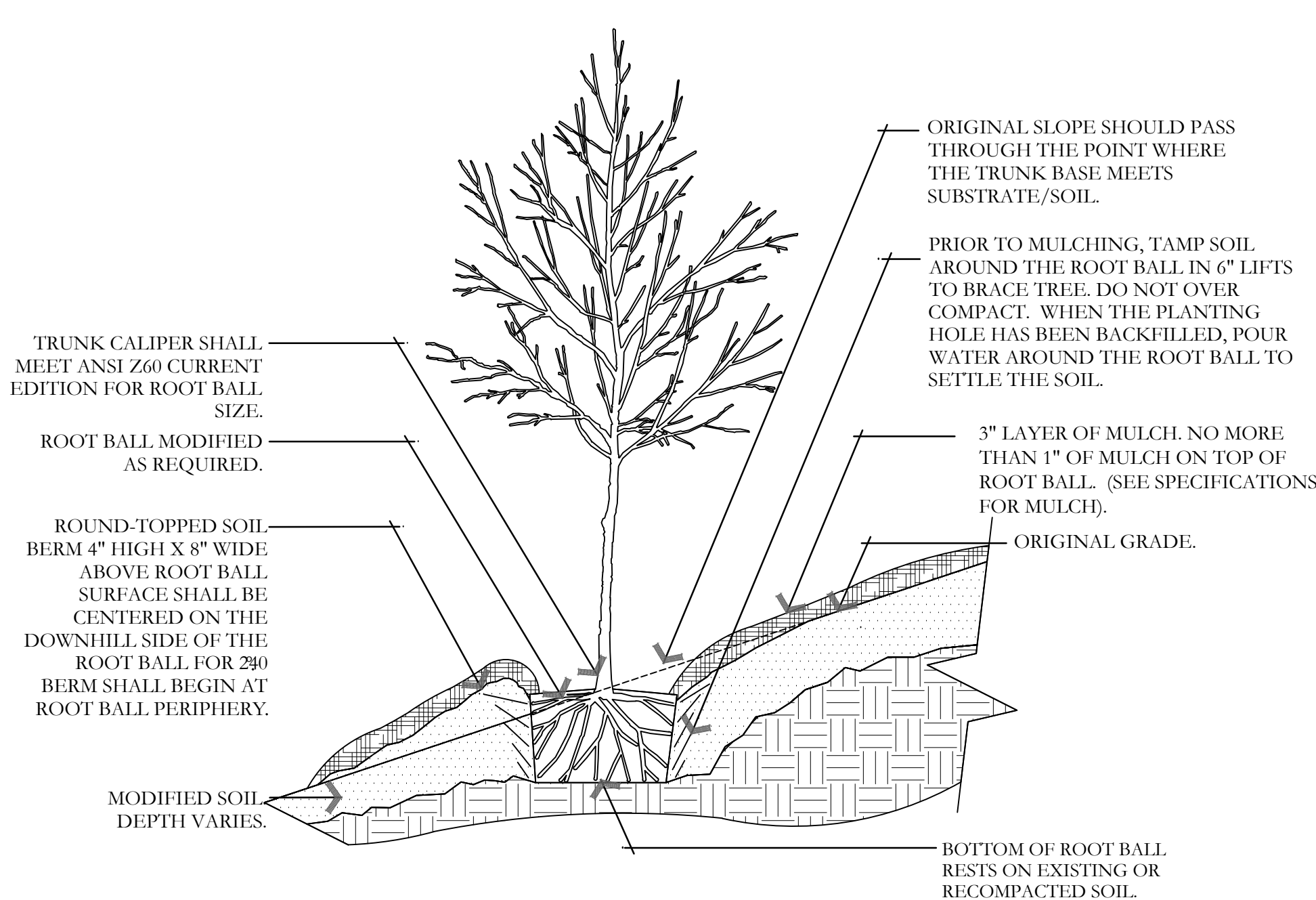
A DECIDUOUS TREE PLANTING
NOT TO SCALE



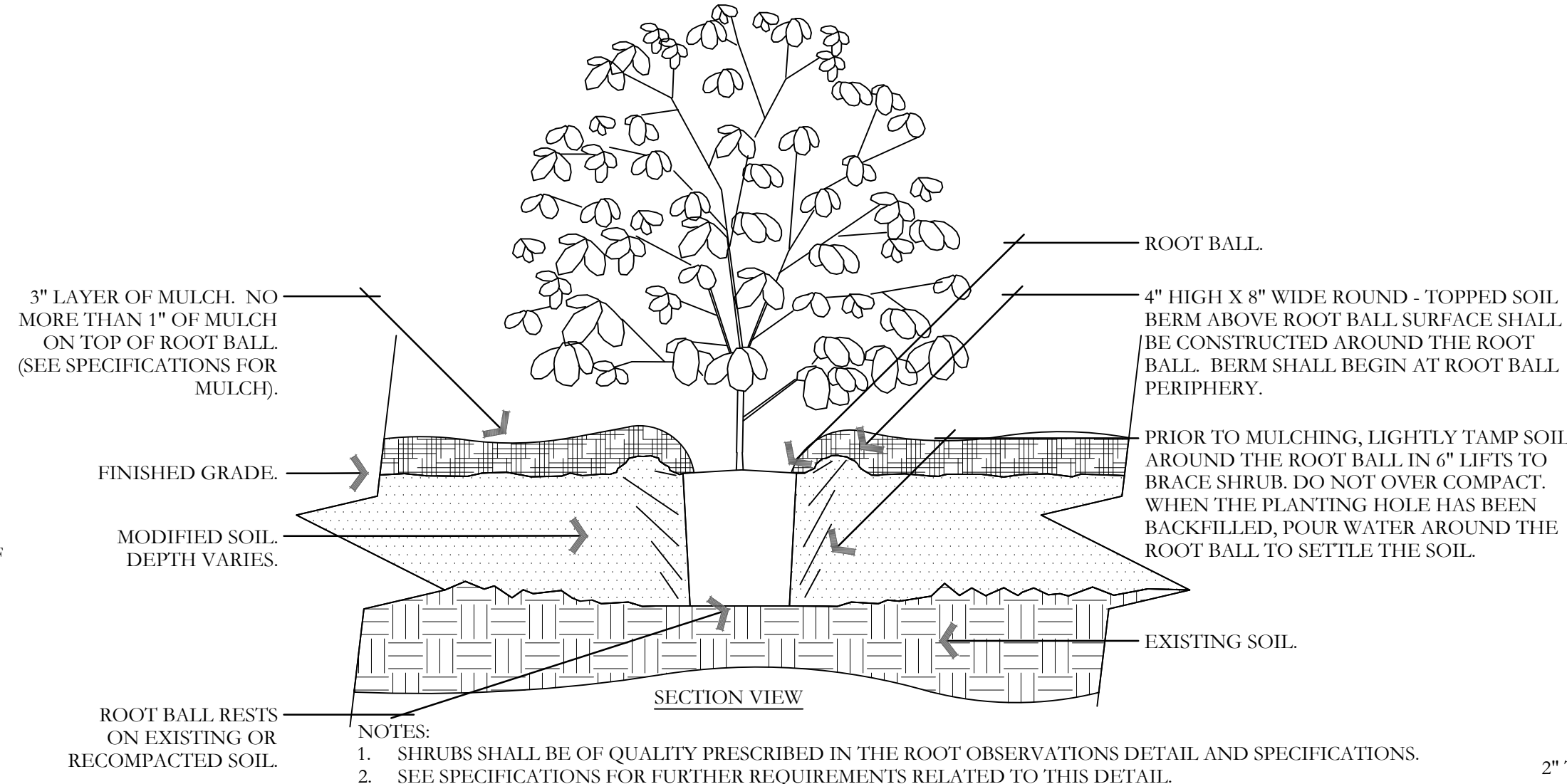
D EVERGREEN TREE PLANTING
NOT TO SCALE



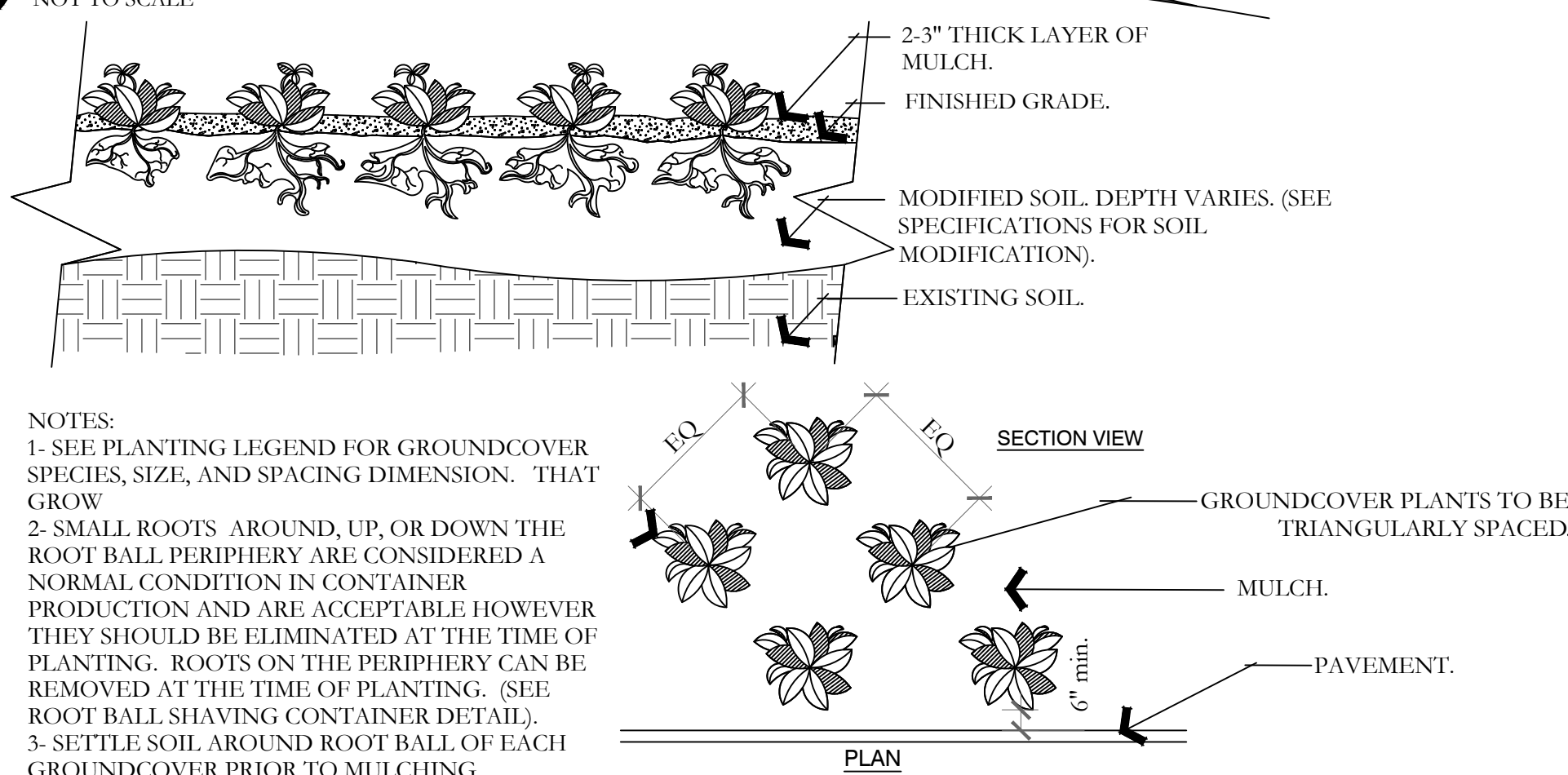
G METAL EDGING DETAIL
NOT TO SCALE



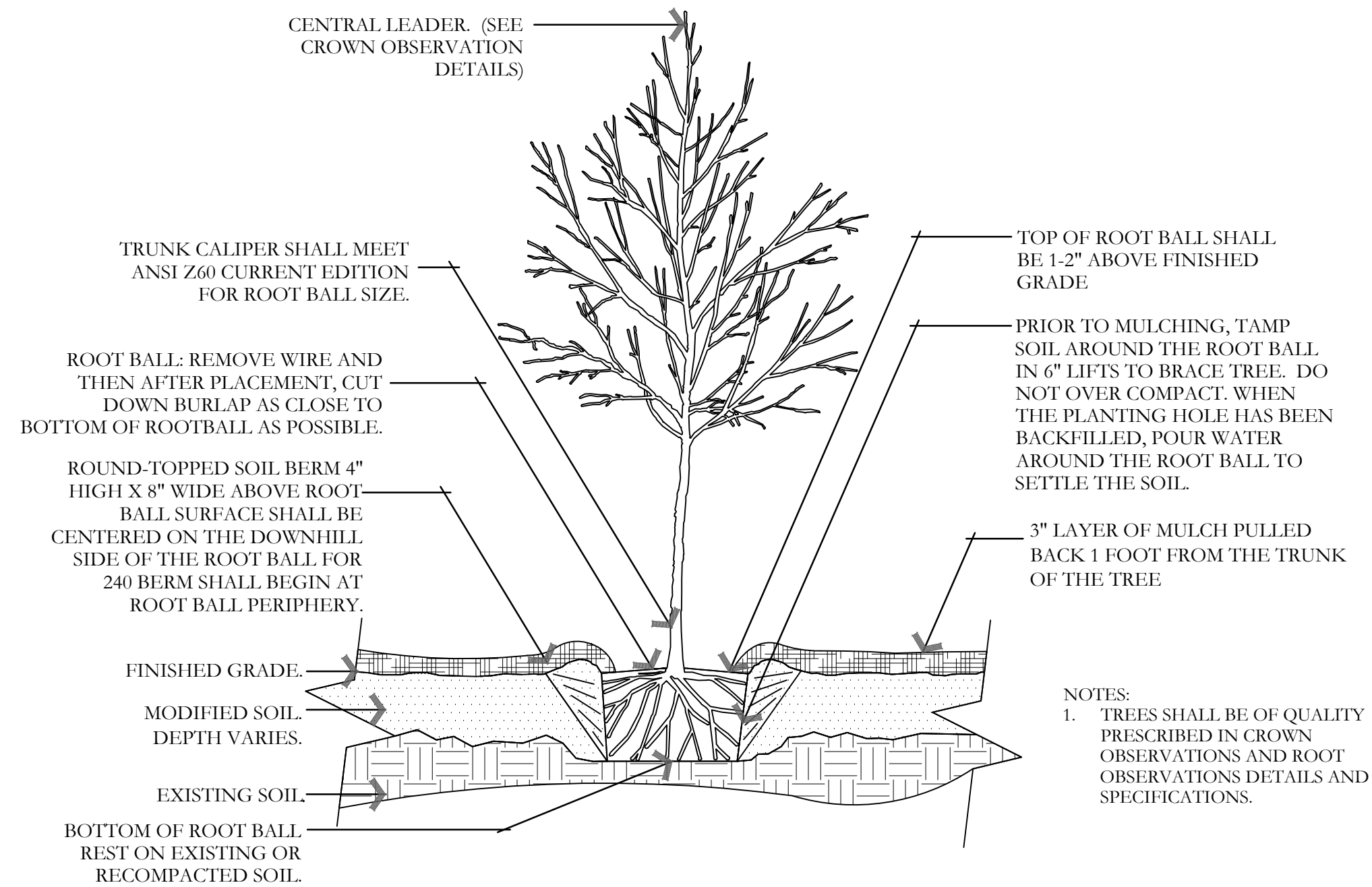
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE



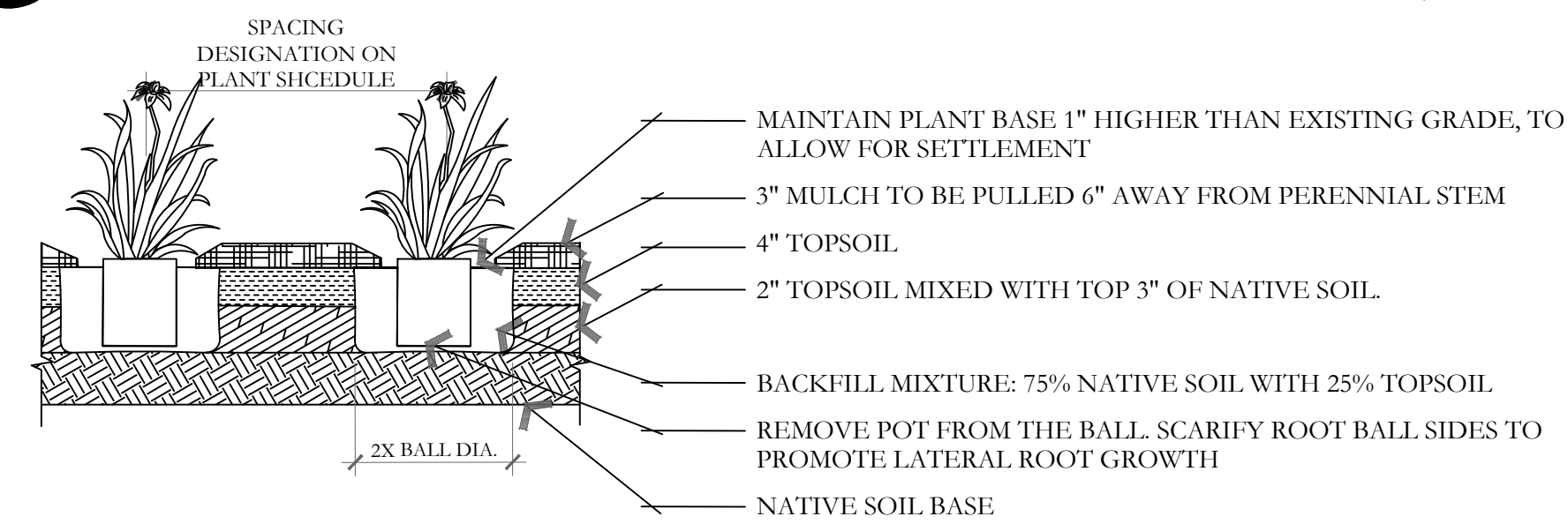
E SHRUB - MODIFIED SOIL
NOT TO SCALE



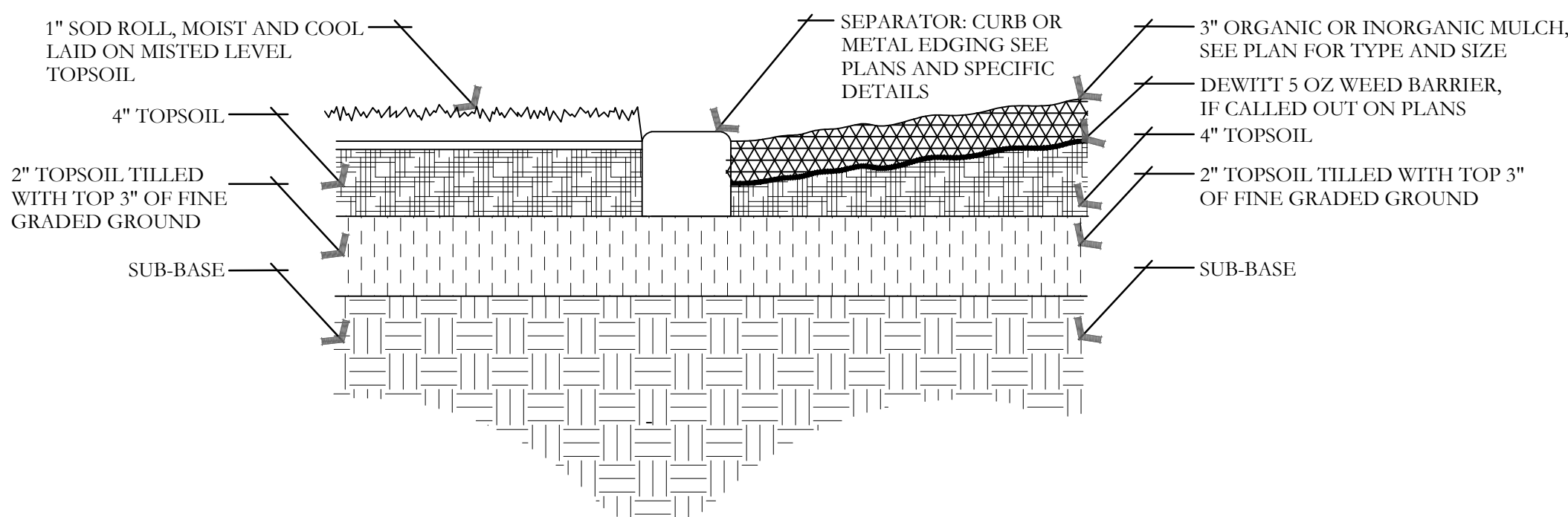
H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE



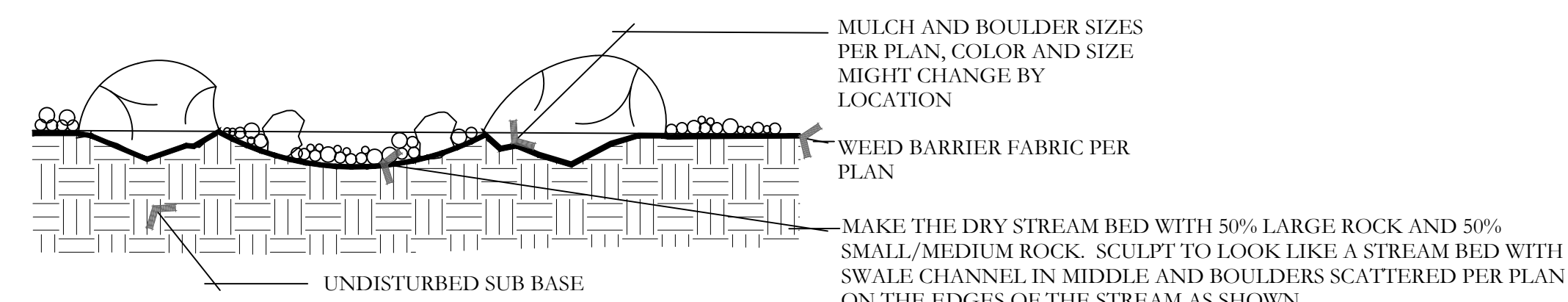
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE



F PERENNIAL PLANTING
NOT TO SCALE



I SOD LAYING/MULCH DETAIL
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/13/2024		UT24095			MENLOVE CONSTRUCTION ATT: JESSE REYNOLDS 801-915-9245 JESSE@MENLOVECONSTRUCTION.COM	PKJ DESIGN GROUP		PM: JTA DRAWN: ALR CHECKED: JMA PLOT DATE: 8/13/2024
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
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EAGLE MOUNTAIN, UTAH

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LANDSCAPE DETAILS
CITY PERMIT SET

LP-501

RUSH CREEK PROPERTIES LLC
59:034:0009

N 89°42'35" E 1035.74'

LOT 102
309,335 SF
7.10 AC

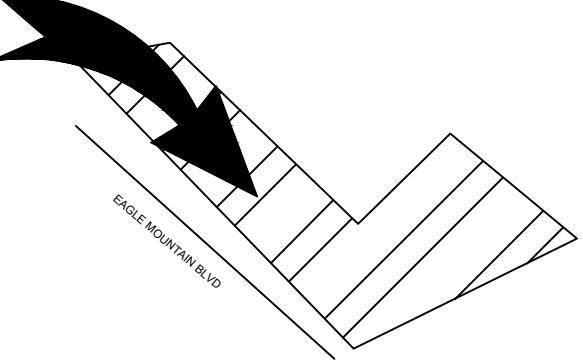
P.O.C. CONFIGURATION

(NOTE: PRESSURE TEST SYSTEM TO VERIFY 80 PSI. IF NOT, CONTACT LANDSCAPE ARCHITECT OR INSTALL PRESSURE REDUCING VALVE.)

- 1 SOURCE DATA
- BF BACKFLOW PREVENTOR
- SHUTOFF VALVE
- M MASTER VALVE
- FS 1" FLOW SENSOR
- QUICK COUPLER

VICINITY MAP

PROJECT SITE



ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/14/2024		UT24095						
NO.	REVISION	DATE						
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GRAPHIC SCALE: 1" = 30'

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IR-100

IRRIGATION PLAN SPECIFICATIONS

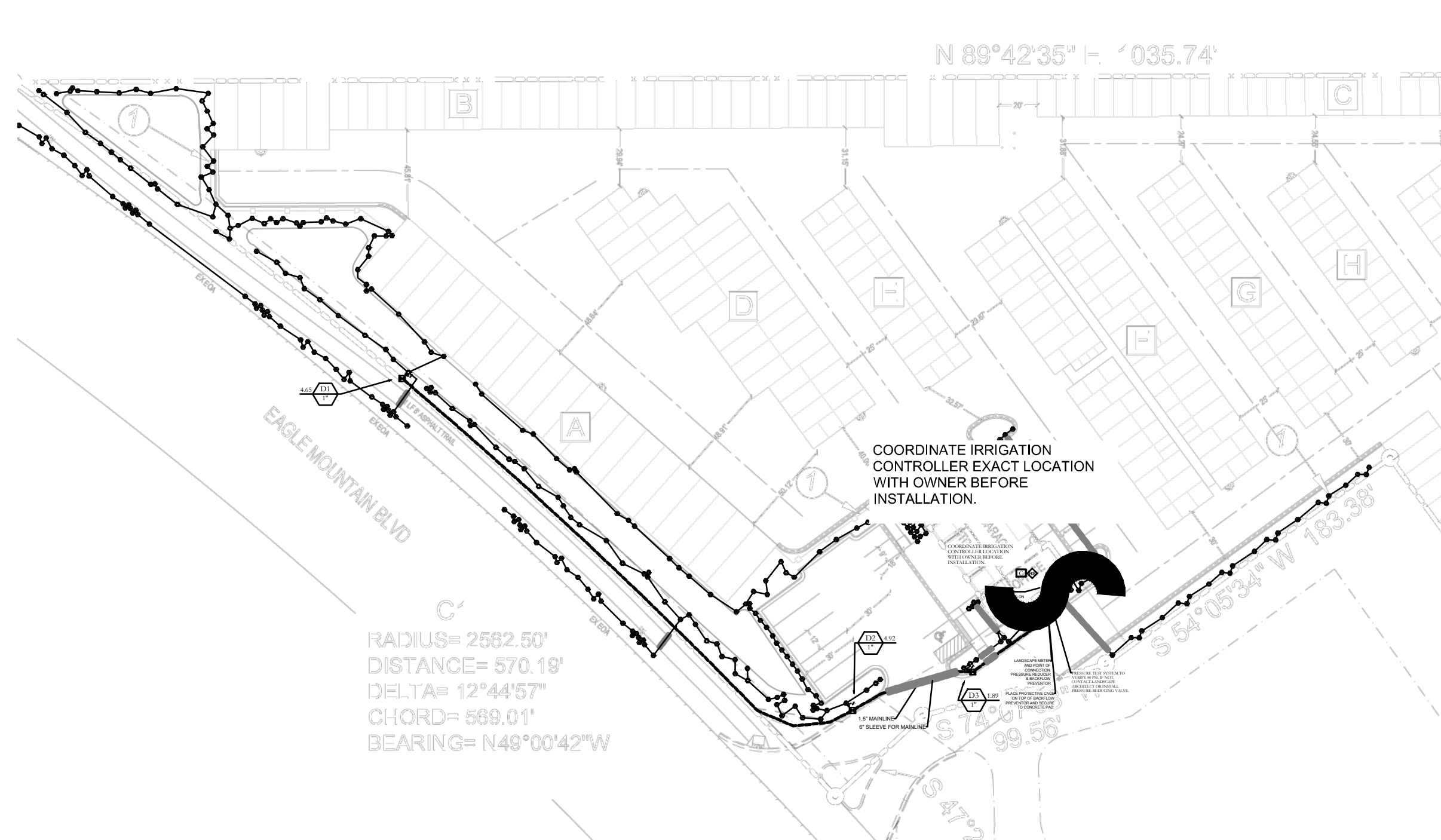
- IRRIGATION SPECIFICATIONS
- PART 1 - GENERAL
- 1.1 SUMMARY
- Work to be done includes all labor, materials, equipment and services required to complete the Project irrigation system as indicated on the Construction Drawings, and as specified herein. Includes but is not limited to: Furnishing and installing underground and above ground sprinkler system complete with any accessories necessary for proper function and operation of the system. All plant material on the Project shall be irrigated. Remove and dispose of any existing sprinkler system components which are disturbed during the construction process and are not to be saved. Restoration of any altered or damaged existing landscape to original state and condition.
- 1.2 SYSTEM DESCRIPTION
- A.Design of irrigation components: Locations of irrigation components on Construction Drawings may be approximate. Piping, sleeving and/or other components shown on Construction drawings may be shown schematically for graphic clarity and demonstration of component groupings and separations. All irrigation components shall be placed in landscaped areas, with the exception of pipe and wire in sleeving under hardscapes. Actual routing of pipe, wire or other components may be altered due to site conditions not accounted for in the design process.
- B.Construction requirements: Actual placement may vary as required to achieve a minimum of 100% coverage without overlap on top of hardscape, buildings or other features.
- C.Layout of Irrigation Components: During layout and staking, consult with Owner Approved Representative (hereafter referred to as OAR) to verify proper placement of irrigation components, and to provide Contractor recommendations for changes where revisions may be advisable. Small or minor adjustments to system layout are permissible to avoid existing field obstructions such as utility boxes or street light poles. Contractor shall place remote control valves in groups as practical to economize on quantity of manifold isolation valves. Quick coupler valves shall be placed with manifold groups and protected by manifold isolation valves. Quick coupler valves are shown on Construction Documents in approximate locations.
- 1.3 DEFINITIONS
- A.Water Supply: Galinary water piping and components, furnished and installed by others to provide irrigation water to this Project, including but not limited to backflow preventor, saddles, nipples, spools, shut off valves, corporation stop valves, water meters, pressure regulation valves, and piping upstream of (or prior to) the Point of Connection.
- B.Point of Connection: Location where the Contractor shall tie into the water supply. May require backflow preventor, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.
- C.Main Line Piping: Pressurized piping downstream of the Point of Connection to provide water to remote control valves and quick couplers. Normally under constant pressure.
- D. Lateral Line Piping: Circuit piping downstream of remote control valves to provide water to sprinkler heads, drip systems or bubblers.
- 1.4 REFERENCES
- A.The following standards will apply to the work of this Section:
- a. ASTM-American Society for Testing and Materials
- b. IA - The Irrigation Association/Man BMP Document, Landscape Irrigation Scheduling and Water Management Document.
- 1.5 SUBMITTALS
- A.At least thirty (30) days prior to ordering of any materials, the Contractor shall provide manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system. Submittals shall be in three ring binder or other similar bound form. Provide five copies of submittals to OAR for distribution. Place cover or index sheet indicating order in submittal document. No material shall be ordered, delivered or any work proceed in the field until the required submittals have been reviewed in its entirety and stamped approved. Delivered material shall match the approved samples.
- B.Operation and Maintenance Manual:
- a. At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:
- i. Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.
- ii. Parts list for each operating element of the system
- iii.Manufacturer printed literature on operation and maintenance of operating elements of the system.
- iv.Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.
- b. Project Record Copy
- i. Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.
- ii. Completed Project As-Built Drawings
1. Prior to final inspection, prepare and submit to OAR accurate as-built drawings including 2 wire path and junction box locations.
2. Show detail and dimension changes made during installation. Show significant details and dimensions that were not shown in original Contract Documents.
3. Field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupler valves.
4. Dimensions are to be taken from permanent constructed surfaces, features, or finished edges located at or above finished grade.
5. Controller Map: upon completion of system, place in each controller a color coded copy of the area that controller services indicating zone number, type of plant material and location on project that zone services. Laminate map with heat shrink clear plastic.
- 1.6 QUALITY ASSURANCE
- A.Acceptance: Do not install work in this section prior to acceptance by OAR.
- B.Regulatory Requirements: All work and materials shall be according to any and all rules, regulations or codes, whether they are State or Local laws and ordinances. Contract documents, drawings or specifications may not be construed or interpreted to permit work or materials not conforming to the above codes.
- C.Adequate Water Supply: Water supply to this Project exists, installed by others. Connections to these supply lines shall be by this Contractor. Verify that proper connection is available to supply line and is of adequate size. Verify that secondary connection components may be installed if necessary. Perform static pressure test prior to commencement of work at supplied POC. Notify OAR in writing of problems encountered and pressure reading prior to proceeding.
- D. Workmanship and Materials:
- a. It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.
- b. All work shall be performed in accordance with the best standards of practice relating to the trade.
- E.Contractor Qualifications:
- a. Contractor shall provide document or resume including at least the following items:
- i. That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.
- ii. Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.
- iii.Contractor is bondable for the work to be performed.
- iv.References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.
- v. Listing of suppliers where materials will be obtained for use on this Project.
- vi.Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience. This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.
- vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contract.
- viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.
- 1.7 DELIVERY-STORAGE-HANDLING
- A.During delivery, installation and storage of materials for Project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at Project site shall be neatly organized in a

- compact arrangement and storage shall not disrupt Project Owner or other trades on Project site. All material to be installed shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to Contractor shall be replaced with new at Contractor's expense.
- 1.8 SEQUENCING
- A.Perform site survey, research utility records, contact utility location services. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads.
- 1.9 WARRANTY
- A.Contractor shall provide one year Warranty. Warranty shall cover all materials, workmanship and labor. Warranty shall include filling and/or repairing depressions or replacing turf or other plantings due to settlement of irrigation trenches or irrigation system elements. Valve boxes, sprinklers or other components settled from original finish grade shall be restored to proper grade. Irrigation system shall have been adjusted to provide proper, adequate coverage of irrigated areas.
- 1.10 OWNER'S INSTRUCTION
- A.After system is installed, inspected, and approved, instruct Owner's Representatives in complete operation and maintenance procedures. Coordinate instruction with references to previously submitted Operation and Maintenance Manual.
- 1.11 MAINTENANCE
- A.Furnish the following items to Owner's Representative:
- a. Two quick coupler keys with hose swivels.
- b. One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.
- B.Provide the following services:
- a. Winterize entire irrigation system installed under this contract. Winterize by 'blow-out' method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuating system of all water pressure regulation devices. Compressor shall be regulated to not more than 60 PSI. Start up system the following spring after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.
- PART 2 - PRODUCTS
- 2.1 GENERAL NOTES
- A.Contractor shall provide materials to be used on this Project. Contractor shall not remove any material purchased for this Project from the Project Site, nor mix Project materials with other Contractor owned materials. Owner retains right to purchase and provide project material.
- 2.2 POINT OF CONNECTION
- A.The Contractor shall connect onto existing irrigation or water main line as needed for Point(s) of Connection. Contractor shall install new main line as indicated. Connection must meet state guidelines
- 2.3 CONNECTION ASSEMBLY
- A.Galinary water shall be used on this Project. Install backflow preventor and RPZ as needed.
- 2.4 CONTROL SYSTEM
- A.Power supply to the irrigation controller shall be provided for by this Contract. To be installed by owner or electrical contractor.
- B.Controller shall be as specified in the drawings. Controller shall be surge protected.
- a. Installation of wall-mount controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount controllers shall be 120 VAC unless otherwise noted.
- b. Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Project trades as needed to facilitate installation of power to controllers.
- C.Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire controller shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.
- a. A minimum of 36" of additional wire shall be left at each valve, each splice box and at each controller.
- b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare wire shall be looped within each valve box of the grouping it is to service.
- D. Wire splice controllers shall use 3M hand DBV wire connectors. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no sleeve valves shall be stamped "WIRE SPLICED" or "WS" on box lid.
- 2.5 SLEEVEING
- A.Contractor shall be responsible to protect existing underground utilities and components. Sleeving minimum size shall be 2". Sleeving 2" through 4" in size shall be SCH40 PVC solvent weld. Sleeving 6" and larger shall be CL 200 PVC gasketed. Sleeve diameter shall be at least two times the diameter of the pipe within the sleeve. Sleeves shall be extended 6" minimum beyond walk or edge of pavement. Wire or cable shall not be installed in the same sleeve as piping, but shall be installed in separate sleeves. Sleeve ends on sleeve sizes 4" and larger shall be capped with integral corresponding sized PVC slip cap, pressure fit, until used, to prevent contamination. Sleeves shall be installed at appropriate depths for main line pipe or lateral pipe.
- 2.6 MAIN LINE PIPE
- A.All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.
- a. Maximum flows allowed through main line pipe shall be:
- 3/4" 8 GPM
- 1" 12 GPM
- 1-1/2" 30 GPM
- 2" 53 GPM
- 2-1/2" 75 GPM
- 3" 110 GPM
- 4" 180 GPM
- b. Main line pipe shall be buried with 24" cover
- 2.7 MAIN LINE FITTINGS
- A.All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.
- 2.8 ISOLATION VALVES
- A.Isolation valves 3" and larger shall be Watertech brand model 2500 cast iron gate valve, resilient wedge, push on type, with 2" square operating nut. Place sleeve of 6" or larger pipe over top of valve vertically and then extend to grade. Place 10" round valve box over sleeve at grade.
- B.Isolation valves 2-1/2" and smaller shall be Apollo brand 70 series brass ball valves, contained in a Carson Standard size valve box. Valves shall be installed with SCH80 PVC TOE Nipples on both sides of the valve. Valve shall be placed so that the handle is vertical toward the top of the valve box on the "off" position.
- MANIFOLDS
- A.Action Manifold fittings shall be used to create unions on both sides of each control valve, allowing the valve to be removed from the box without cutting piping. Valves shall be located in boxes with ample space surrounding them to allow access for maintenance and repair. Where practical, group remote control valves in close proximity, and protect each grouping with a manifold isolation valve as shown on drawings. Man-Main Line (or Sub-Main Line) and all manifold components and isolation valves shall be at least as large as the largest diameter lateral served by the respective manifold.
- 2.10 REMOTE CONTROL VALVES
- A.Remote control valves shall be as specified on the drawings. Remote control valves shall be located separately and individually in separate control boxes.
- 2.11 MANUAL CONTROL VALVES
- A.Quick coupler valve shall be attached to the manifold sub-main line using a Lasco G17S212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in 3" gravel. Contractor shall not place quick coupler valves farther than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.
- 2.12 LATERAL LINE PIPE
- A.All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be 3/4", 1", 1 1/2", 1 1/2", 1 1/2" or 2" in size as indicated on Construction Drawings.
- 2.13 LATERAL LINE FITTINGS
- A.All lateral line fittings shall be S/40 PVC
- 2.14 Spray Sprinklers
- A.Spray head sprinklers shall be as specified on the drawings. Nozzles shall be as specified on the drawings.
- 2.15 RAIN BIRD VALVE BOXES
- A.Carson valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush to finish grade of topsoil or barked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box to proper grade.
- 2.16 IMPORT BACKFILL
- A.All main line pipe, lateral line pipe and other irrigation elements shall be bedded and backfilled with clean soil, free of rocks 1" and larger. Contractor shall furnish and install additional backfill material as necessary due to rocky conditions. Trenches and other elements shall be compacted and/or water settled to eliminate settling. Debris from trenching operations un-suitable for fill shall be removed from project and disposed of properly by Contractor.
- 2.17 OTHER PRODUCTS
- A.Substitution of equivalent products is subject to the Landscape Architect or OAR's approval and must be designated as accepted in writing.
- a. The Contractor shall provide materials to make the system complete and operational.
- PART 3 - EXECUTION
- 3.1 PREPARATION
- A.Contractor shall repair or replace work damaged by irrigation system installation. If damaged work is new, repair or replacement shall be performed by the original installer of that work. The existing landscape of this Project shall remain in place. Contractor shall protect and work around existing plant material. Coordination of trench and valve locations shall be laid out for the OAR prior to any excavation occurring. Plant material deemed damaged by the OAR shall be replaced with new plant material at Contractor's expense. Contractor shall not cut existing tree roots larger than 2" to install this Project. Route pipe, wire and irrigation elements around tree canopy drip line to minimize damage to tree roots. Contractor shall have no part of existing system used by other portions of site landscape without water for more than 24 hours at a time.
- 3.2 TRENCHING AND BACKFILLING
- A.Pulling of pipe shall not be permitted on this project. Over excavate trenches both in width and depth. Ensure base of trench is rock or debris free to protect pipe and wire. Grade trench base to ensure flat, even support of piping. Backfill with clean soil or import material. Contractor shall backfill no less than 2" around entire pipe with clean, rock free fill. Main line piping and fittings shall not be backfilled until OAR has inspected and pipe has passed pressure testing. Perform balance of backfill operation to eliminate any settling.
- 3.3 SLEEVEING
- A.Sleeve all piping and wiring that pass under paving or hardscape features. Wiring shall be placed in separate sleeving from piping. Sleeves shall be positioned relative to structures or obstructions to allow for pipe or wire within to be removed if necessary.
- 3.4 GRADES AND DRAINAGE
- A.Place irrigation pipe and other elements at uniform grades. Winterization shall be by evacuation with compressed air. Automatic drains shall not be installed on this Project. Manual drains shall only be installed at POC, where designated on Construction Drawings.
- 3.5 PVC PIPE
- A.Install pipe to allow for expansion and contraction as recommended by pipe manufacturer.
- B.Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.
- C.Drawings show diagrammatic or conceptual location of piping - Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under hardscape features.
- D. Plastic pipe shall be cut squarely. Burrs shall be removed. Spigot ends of pipes 3" and larger shall be beveled.
- E.Pipe shall not be glued unless ambient temperature is at least 50 degrees F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall cure a minimum of 24 hours prior to being energized. Lateral lines shall cure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless tested for 24 hours.
- F.Appropriate thrust blocking shall be performed on fittings 3" and larger. All threaded joints shall be wrapped with Teflon tape or paste unless directed by product manufacturer or sealing by o-ring.
- 3.6 CONTROLLERS
- A.All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMS.
- B.Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.
- C.Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. Exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.
- D. Wiring under hardscape surfaces shall be placed continuously in conduit. Contractor shall be responsible to coordinate sleeving needs for conduit or sweeps elbows from exterior to interior of building.
- E.Pedestal controllers shall be placed upon VIT-Strong Box Quick Pad as per manufacturer's recommendations. Controllers shall be oriented such that Owner's Representative maintenance personnel may access easily and perform field system tests efficiently.
- F.Place Standard valve box at base of controller or nearby to allow for three to five feet of slack field control wire to be placed at each controller. This Contractor shall provide conduit access if needed for Electrical Contractor. Electrical supply and installation, as well as hook-up to controller shall be by this Contractor.
- G. Electrical contractor is in charge of providing 1.5" conduit from controller to outside landscape area. Provide power and room for controller. Provide ethernet to hardware power into the controller.
- 3.7 VALVES
- A.Isolation valves, remote control valves, and quick coupler valves shall be installed according to manufacturer recommendation and Contract Specifications and Details.
- B.Valve boxes shall be set over valves so that all parts of the valve can be reached for service.
- C.Valve box and lid shall be set to be flush with finished grade. Only one remote control valve may be installed in a Carson 1419124 box. Place a minimum of 4" of 3/4" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.
- 3.8 SPRINKLER HEADS
- A.No sprinkler shall be located closer than 6" to walls, fences, or buildings.
- B.Heads adjacent to walks, curbs, or paths shall be located at grade and 2" away from hardscape.
- C.Control valves shall be opened. Then fully flush lateral line pipe and swing joints prior to installation of sprinklers.
- D. Spray heads shall be installed and flushed again prior to installation of nozzles.
- E.Contractor shall be responsible for adjustment if necessary due to grade changes during landscape construction.
- 3.9 FIELD QUALITY CONTROL
- A.Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.
- B.Main line pressure test shall include all pipe and components from the point of connection to the upstream side of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.
- C.Contractor shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than

- 100 psi.
- D. Schedule testing with OAR 48 hours in advance for approval.
- E.Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.
- F. Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMS.
- 3.10 ADJUSTMENT
- A.Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.
- B.Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.
- C.Adjust sprinklers so they do not water buildings, structures, or other hardscape features.
- D. Adjust run times of station to meet needs of plant material the station services.
- 3.11 CLEANING
- A.Contractor shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picked up daily.
- B.Open trenches or hazards shall be protected with yellow caution tape.
- C.Contractor is responsible for removal and disposal of offsite trash and debris generated as a result of this Project.
- D. OAR shall perform periodic as well as a final cleanliness inspection.
- E.Contractor shall leave Project in at least a 'broom clean' condition.
- END OF SECTION

IRRIGATION NOTES

1. BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO EXISTING LANDSCAPE OR CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
2. CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
3. INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A CULINARY SYSTEM. IF IT IS NOT CONNECTED TO CULINARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A SECONDARY SYSTEM AND REQUIRED COMPONENTS.
4. VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO BE CULINARY WATER AND SHOULD BE NOTED AS SUCH; THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO CULINARY WATER USE A BACKFLOW PREVENTOR AND RPZ AS SPECIFIED.
5. ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
6. CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED, UNLESS BLACK POLY IS CALLED OUT FOR WIRE SLEEVEING. FITTINGS UP TO 1-1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1-1/2" SHALL BE SCHEDULE 80 OR BETTER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION.
7. MAIN LINES SHALL BE A MINIMUM OF 24" DEEP AND LATERAL LINES A MINIMUM OF 12" DEEP. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
8. NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
9. TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN. SYSTEM IS TO BE WINTERIZED IN THE LATE FALL.
10. PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
11. DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL AND NOT AGAINST TRUNK OF PLANT.
12. A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
13. INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO BE PLACED.
14. CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE CONNECTIONS TO USE WATERPROOF WIRE CONNECTORS WITH AT LEAST 3" OF EXTRA WIRE. PROVIDE PLENTY OF EXTRA WIRE AT EVERY DIRECTIONAL CHANGE. INSULATED 14 GAUGE COPPER TO BE USED FOR ALL CONTROL WIRES AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
15. CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
16. CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
17. DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
18. TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES
19. LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
20. PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
21. CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE POWER SUPPLY. INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
22. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:



1.5" MAINLINE ROUTING ,CONTROLLER AND P.O.C. LOCATION OVERVIEW

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/14/2024	UT24095			MENLOVE CONSTRUCTION ATT: JESSE REYNOLDS 801-915-9245 JESSE@MENLOVECONSTRUCTION.COM	PKJ DESIGN GROUP Landscape Architecture & Planning & Visualization		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 8/14/2024

GRAPHIC SCALE: 1" = 60'

0' 30' 60' 120' 240'

EAGLE CREST STORAGE
EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

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IR-101



IRRIGATION LEGEND (NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)
IF YOU NEED HELP WITH A WATER AUDIT CONSULTATION, OR A PLANT MAINTENANCE SCHEDULE, CONTACT PKJDESIGNGROUP.COM

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
☒	Rain Bird XCZ-100-IVMQ (2) 1"	
	Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	3
⊗	Rain Bird XFS-09-18 Drip Ring(SHRUB)	301
⊙	Rain Bird XFS-09-18 Drip Ring(TREE)	27
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	Rain Bird 44-RC 1"	
⌵	1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Shut Off Valve	1
Ⓜ	Rain Bird EFB-CP-PRS-D 1-1/2"	
	1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
Ⓟ	Zurn 475 2-1/2"	
Ⓛ	Reduced Pressure Backflow Preventer.	1
Ⓢ	Rain Bird ESPLXIVM	
	60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers Recommendations.	1
Ⓡ	Rain Bird WR2-RFS	
Ⓢ	Wireless Rain/ Freeze Sensor.	1
Ⓢ	Rain Bird FS-200-B	
	2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) LXD LXME2(P) ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
Ⓢ	Water Meter 2"	1
—	Irrigation Lateral Line: PVC Schedule 40 3/4"	2,415 Lf.
- - -	Irrigation Mainline: PVC Schedule 40 3/4"	440.9 Lf.
- - - - -	Pipe Sleeve: PVC Class 200 SDR 21 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	198.4 Lf.
Valve Callout #+ # Valve Number #- # Valve Flow #- # Valve Size		

8/14/2024

UT24095

NO. REVISION DATE

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UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
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0' 10' 20' 40' 80'

GRAPHIC SCALE: 1" = 20'

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UTAH

IR-102

IR-103

MENLOVE CONSTRUCTION

ATT: JESSE REYNOLDS

801-915-9245

JESSE@MENLOVECONSTRUCTION.COM

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Landscape Architecture • Planning • Visualization

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DESIGNED LANDSCAPE ARCHITECT
JESSE REYNOLDS
8/28/21-5301
8/14/2024
ELECTRONIC
STATE OF UTAH

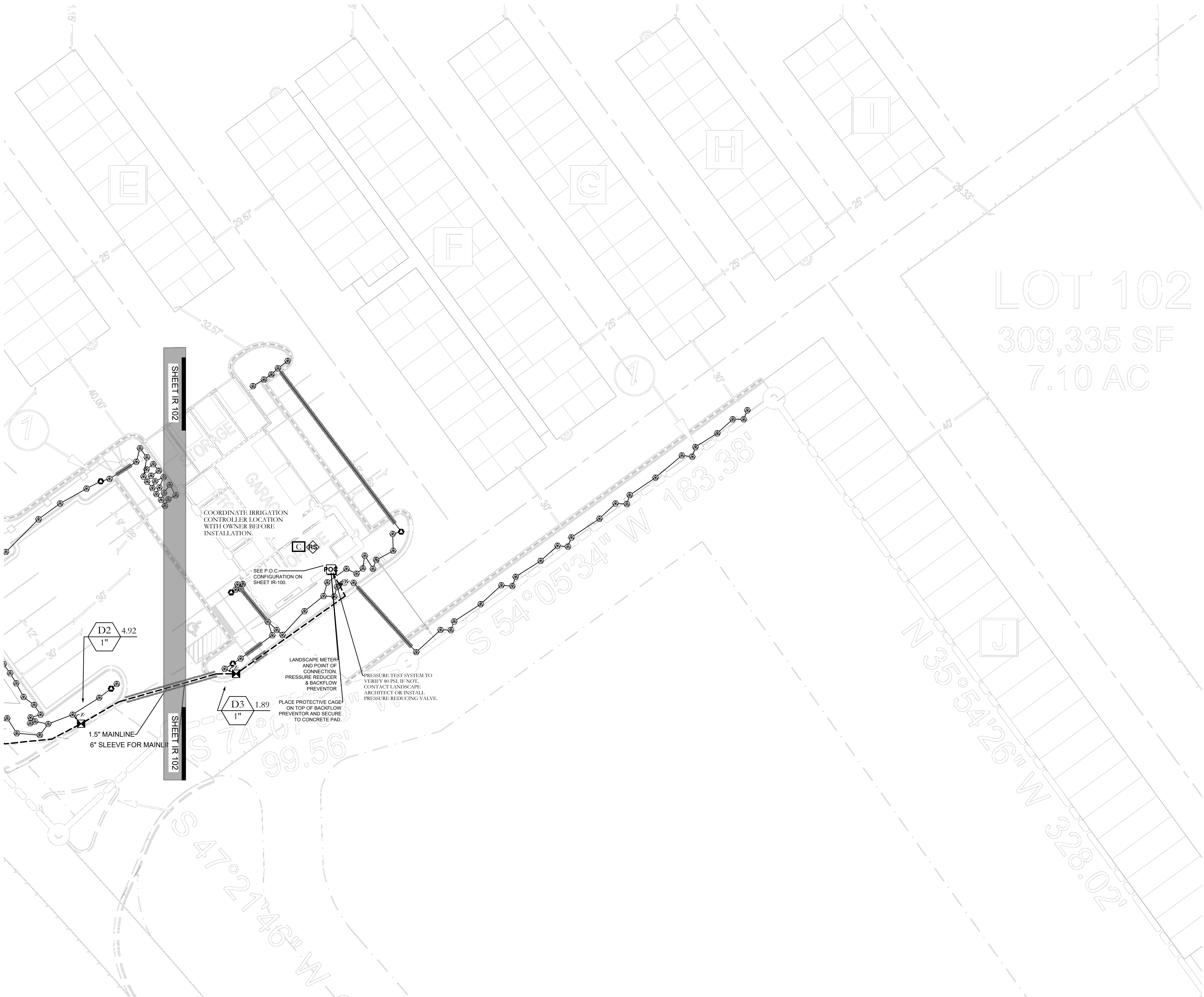
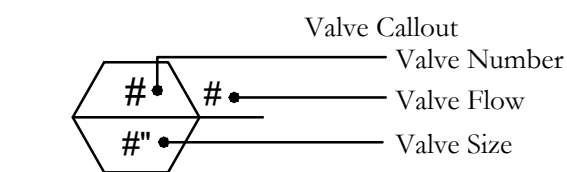
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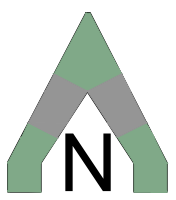
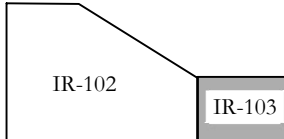
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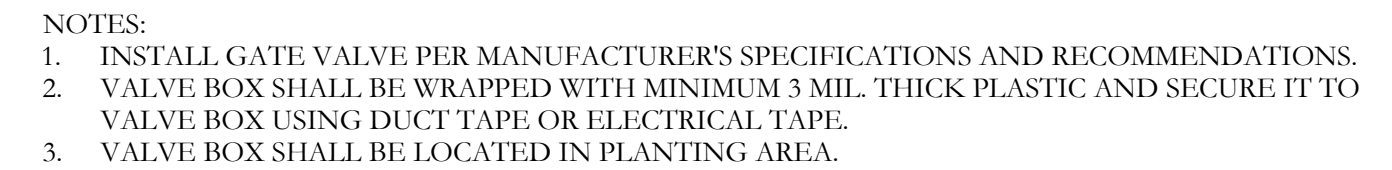
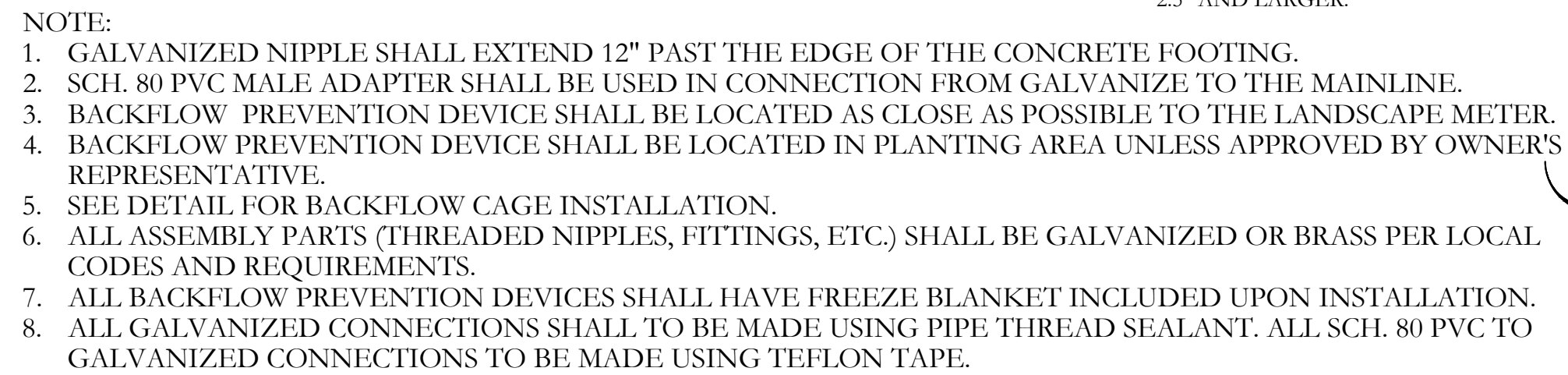
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8/14/2024 UT24095 PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 8/14/2024

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
☒	Rain Bird XCZ-100-IVMQ (2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	3
⊗	Rain Bird XFS-09-18 Drip Ring(SHRUB)	301
⊙	Rain Bird XFS-09-18 Drip Ring(TREE)	27
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
⌵	Shut Off Valve	1
Ⓜ	Rain Bird EFB-CP-PRS-D 1-1/2" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
Ⓛ	Zurn 475 2-1/2" Reduced Pressure Backflow Preventer.	1
Ⓢ	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers Recommendations.	1
Ⓡ	Rain Bird WR2-RFS Wireless Rain/ Freeze Sensor.	1
Ⓢ	Rain Bird FS-200-B 2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) LXID LXME2(P) ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
Ⓜ	Water Meter 2"	1
—	Irrigation Lateral Line: PVC Schedule 40 3/4"	2,415 Lf.
---	Irrigation Mainline: PVC Schedule 40 3/4"	440.9 Lf.
----	Pipe Sleeve: PVC Class 200 SDR 21 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	198.4 Lf.



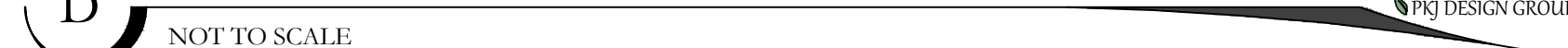
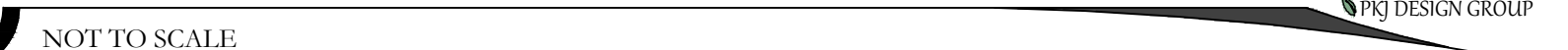
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8/14/2024	UT24095	 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org		 MENLOVE CONSTRUCTION ATT: JESSE REYNOLDS 801-915-9245 JESSE@MENLOVECONSTRUCTION.COM	 PKJ DESIGN GROUP Landscape Architecture • Planning • Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 8/14/2024
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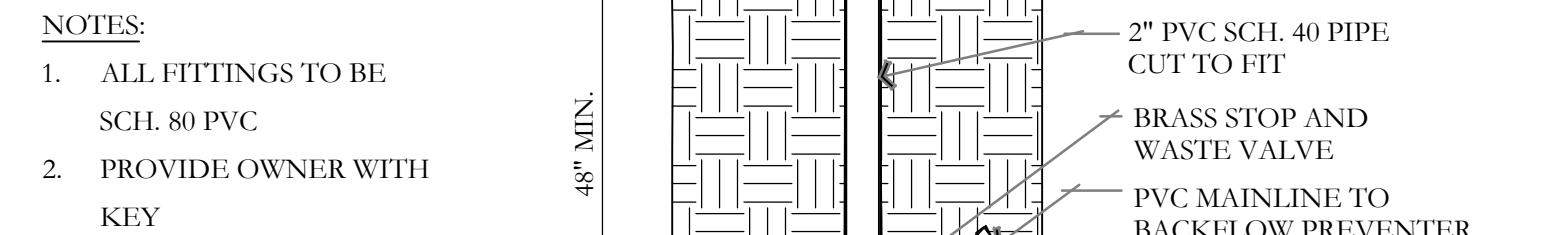
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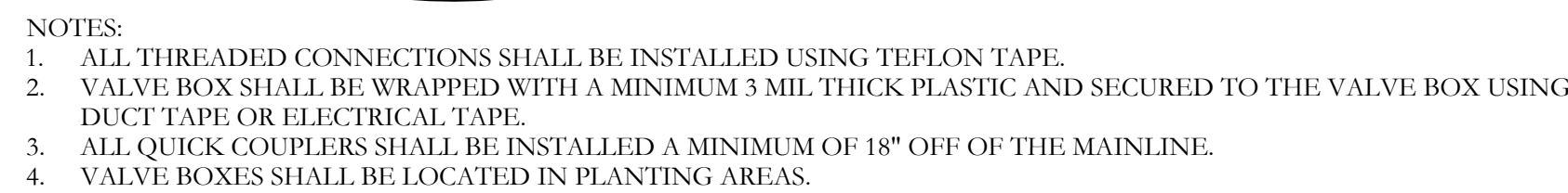
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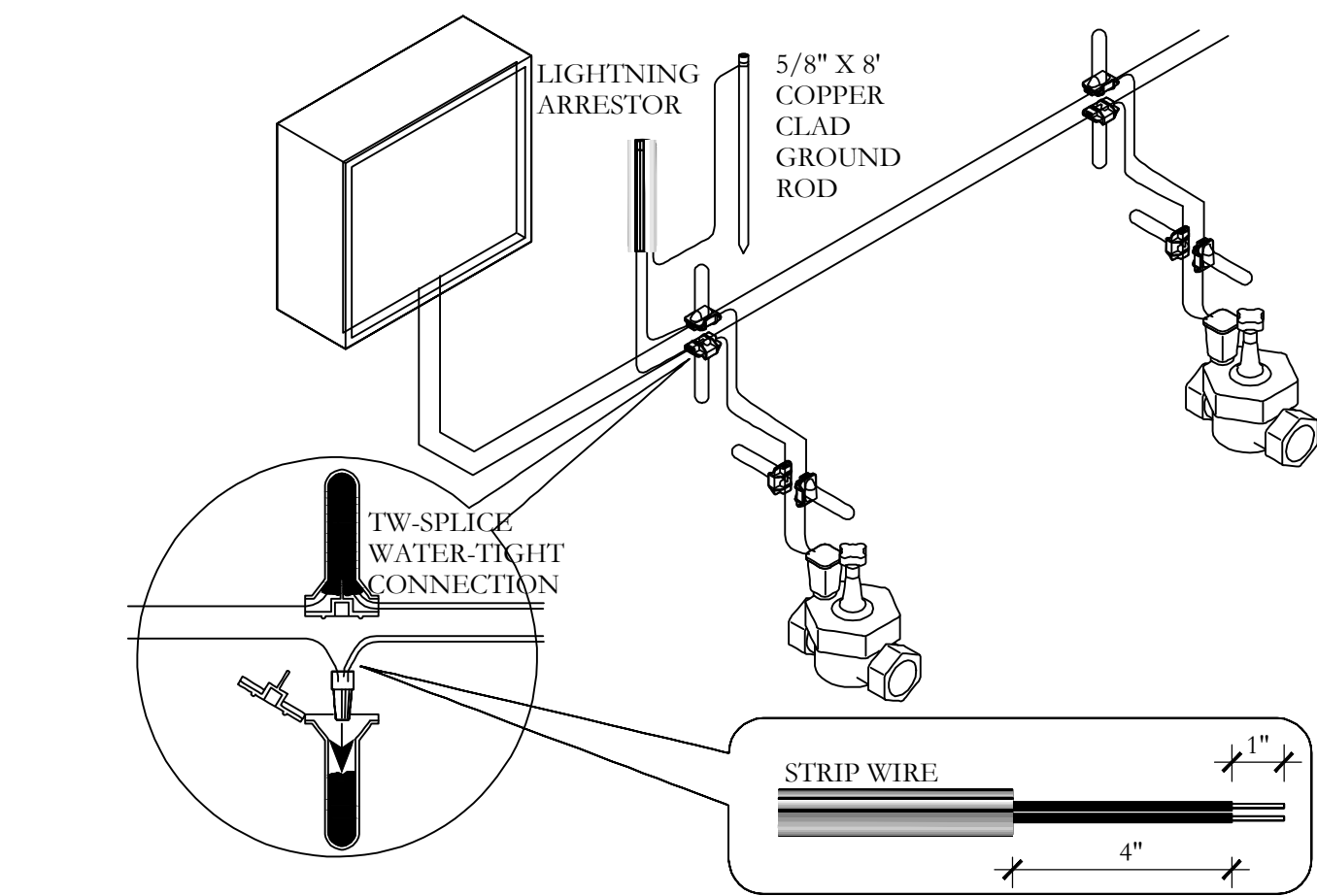


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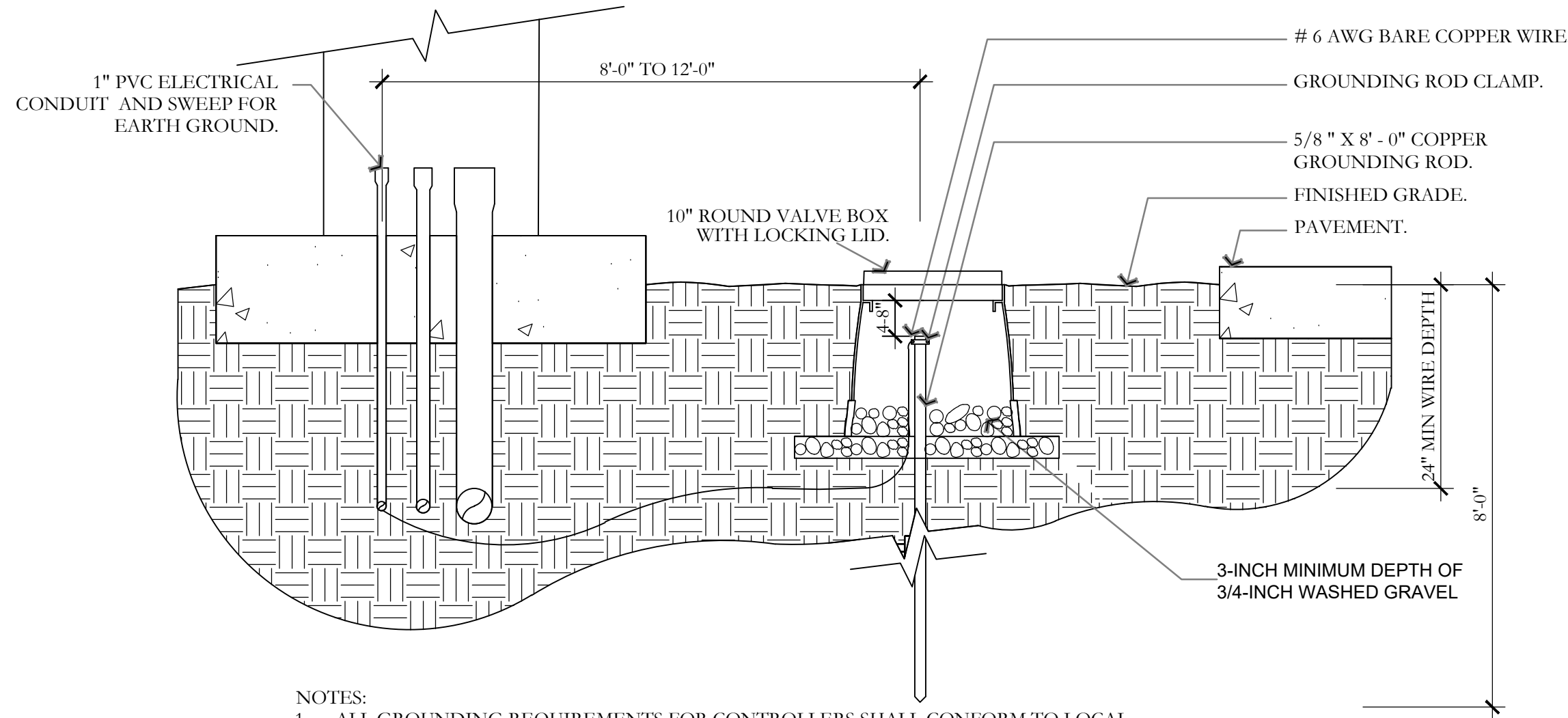


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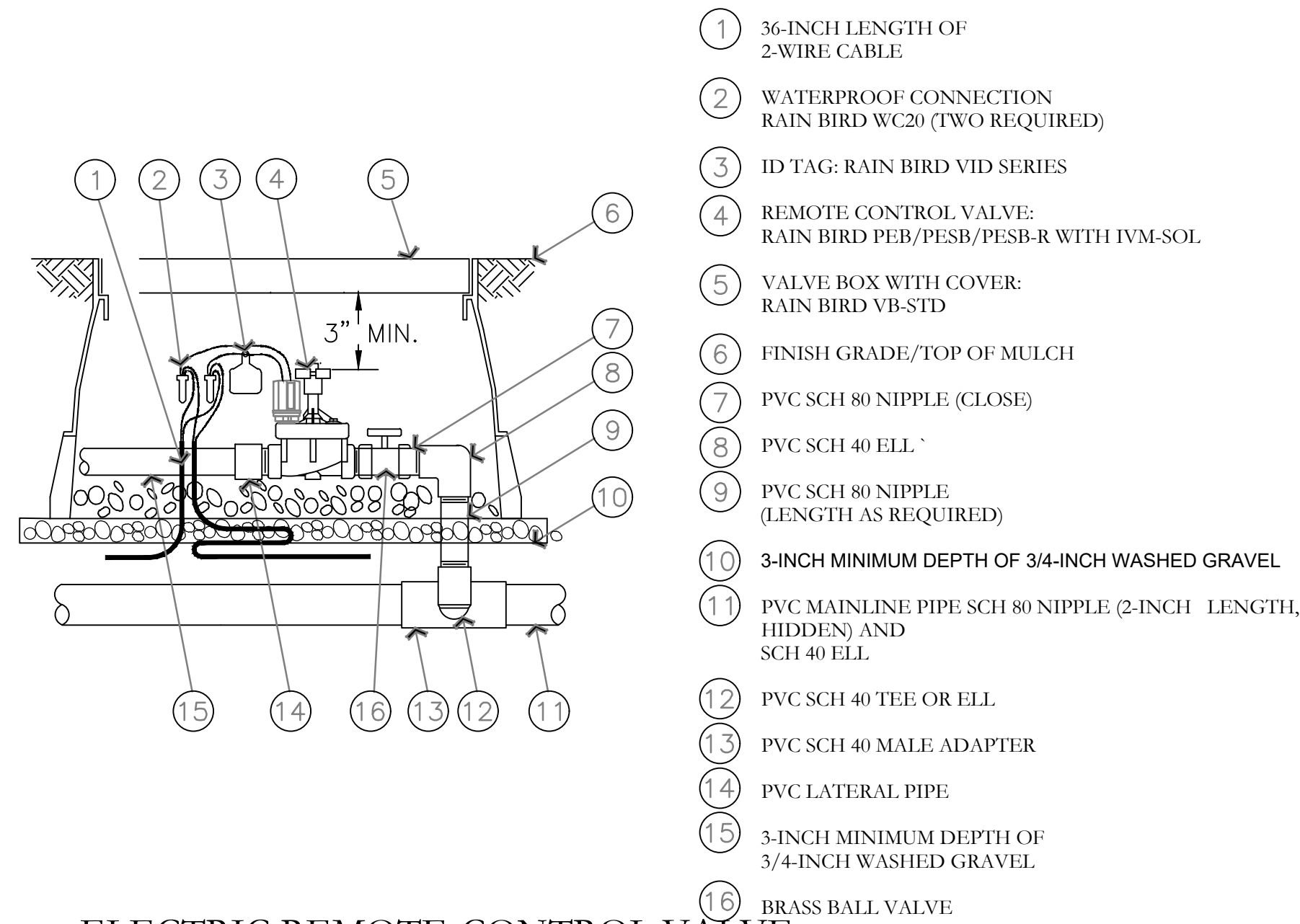
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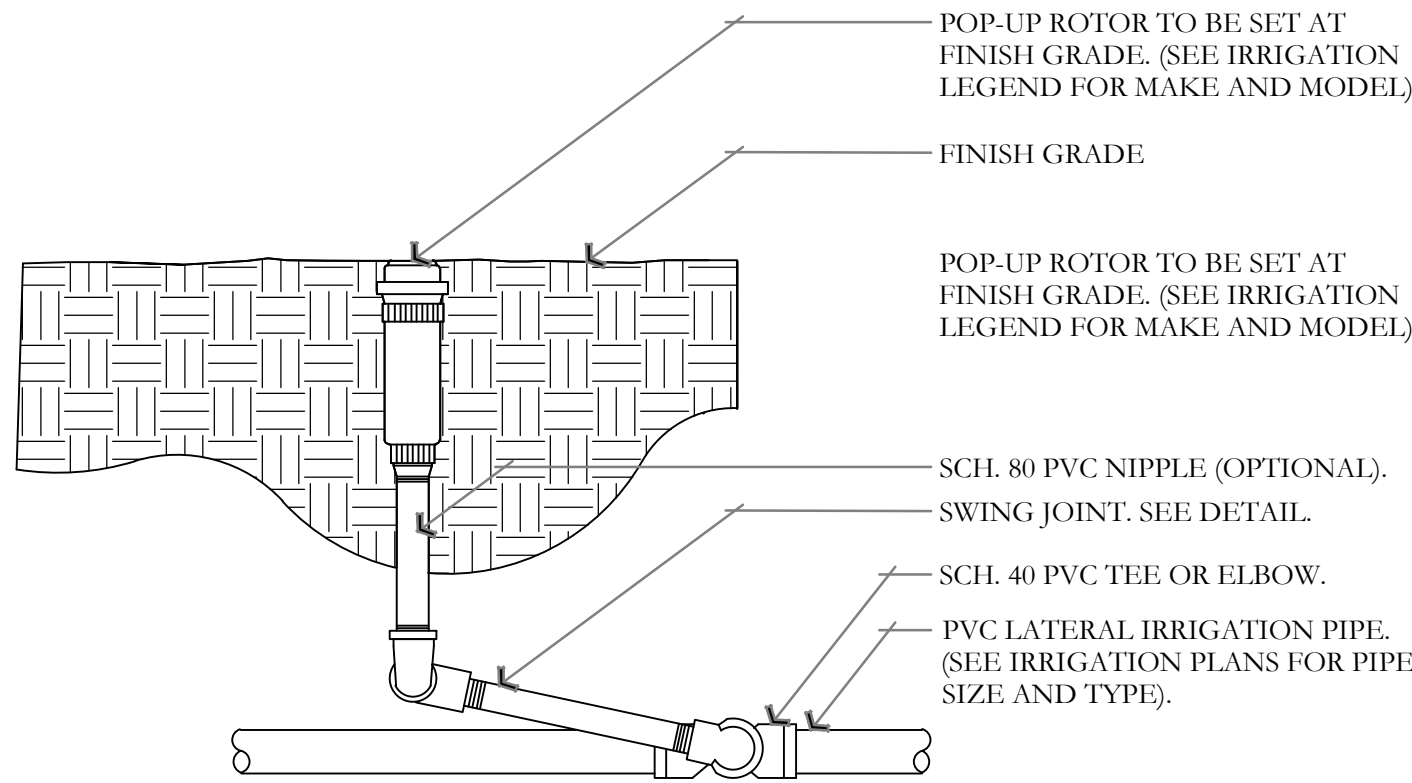
J 2-WIRE CONNECTION DETAIL
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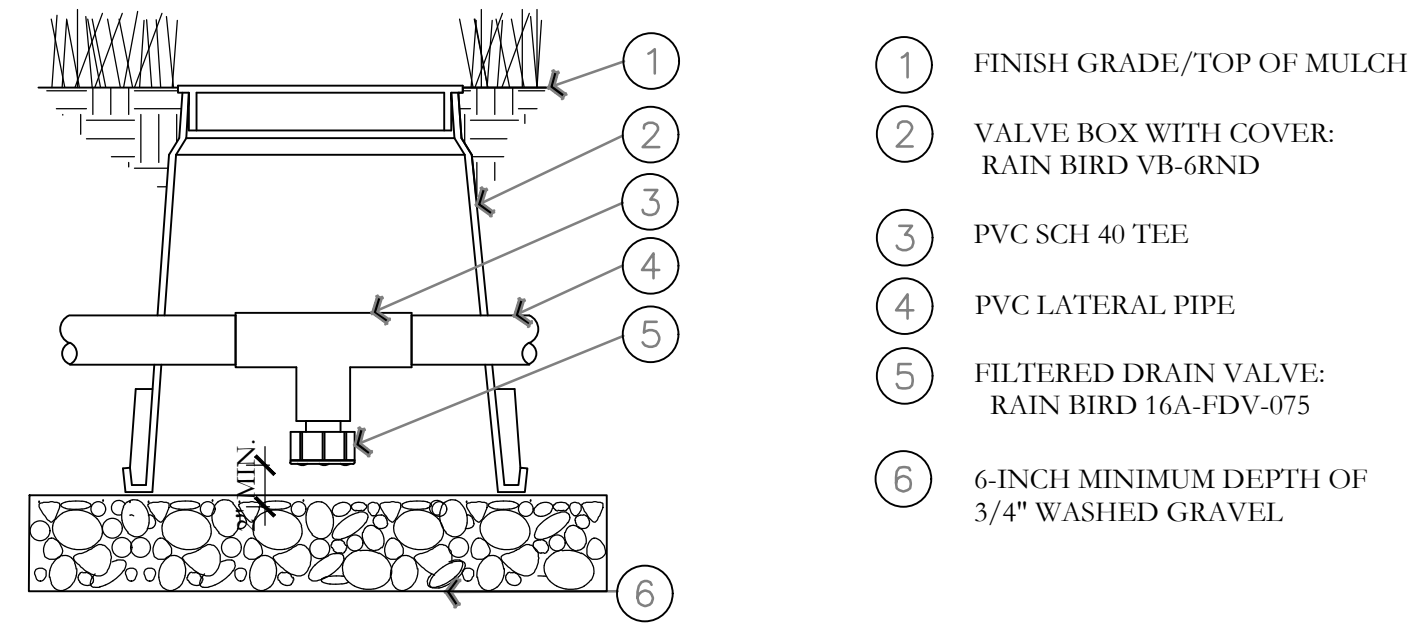
K GROUNDING ROD DETAIL
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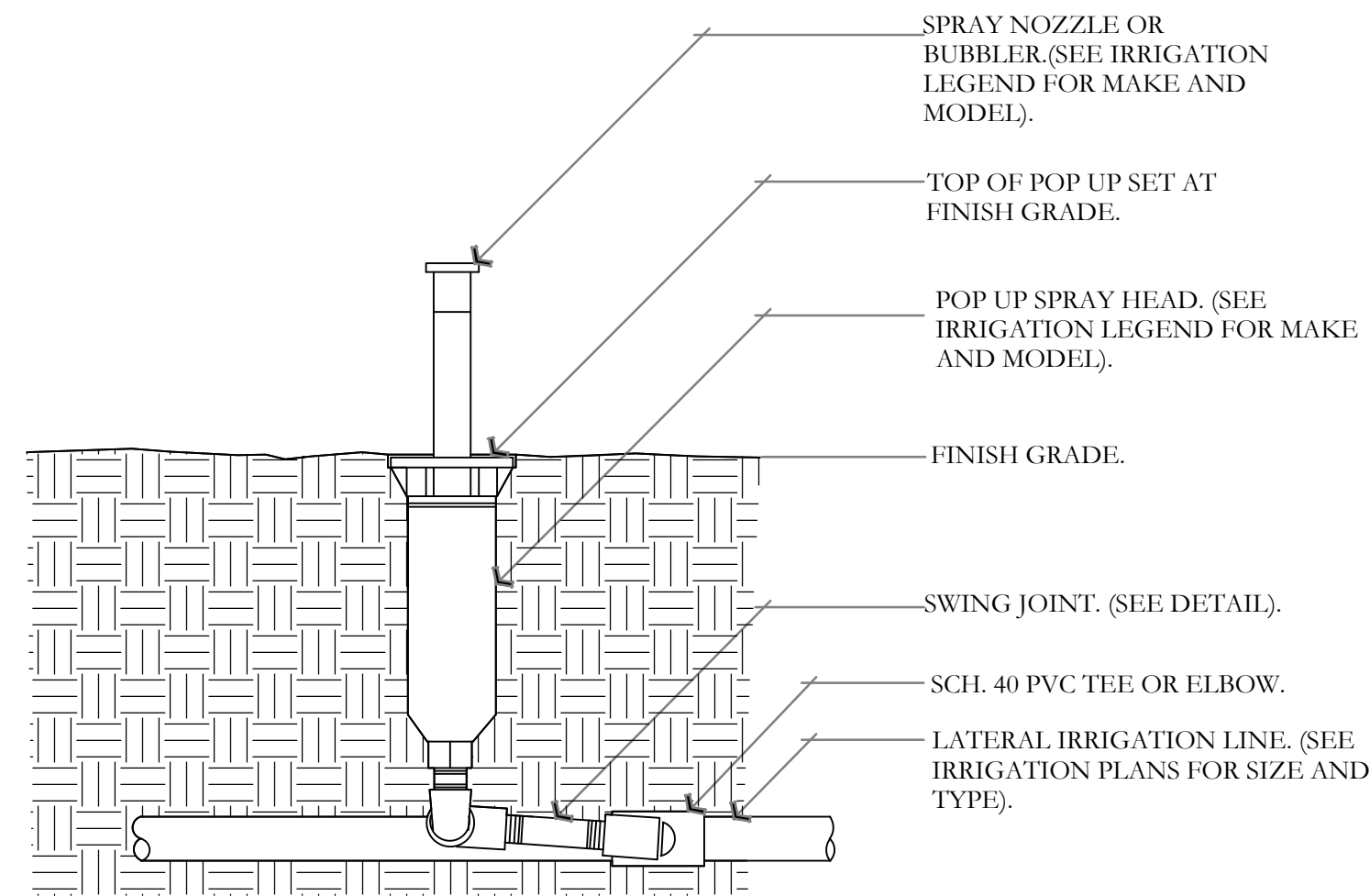
M ELECTRIC REMOTE-CONTROL VALVE PEB OR PESB SERIES WITH IVM-SOL
NOT TO SCALE



N ROTOR HEAD DETAIL
NOT TO SCALE



L MANUAL LINE DRAIN VALVE DETAIL
NOT TO SCALE



O POP-UP-SPRAY HEAD DETAIL
NOT TO SCALE

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/14/2024		UT24095			MENLOVE CONSTRUCTION ATT: JESSE REYNOLDS 801-915-9245 JESSE@MENLOVECONSTRUCTION.COM	PKJ DESIGN GROUP		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 8/14/2024
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EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD.

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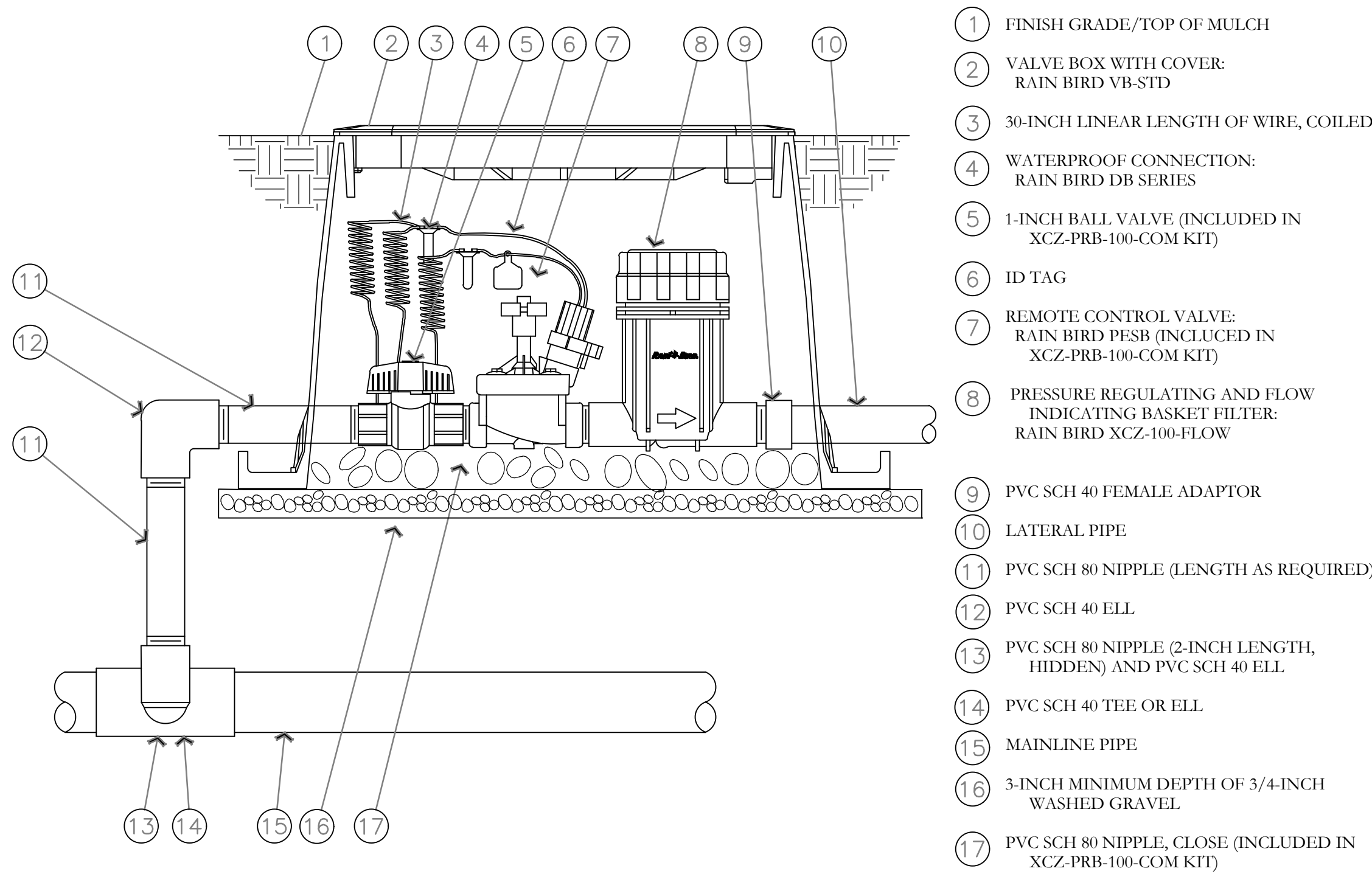
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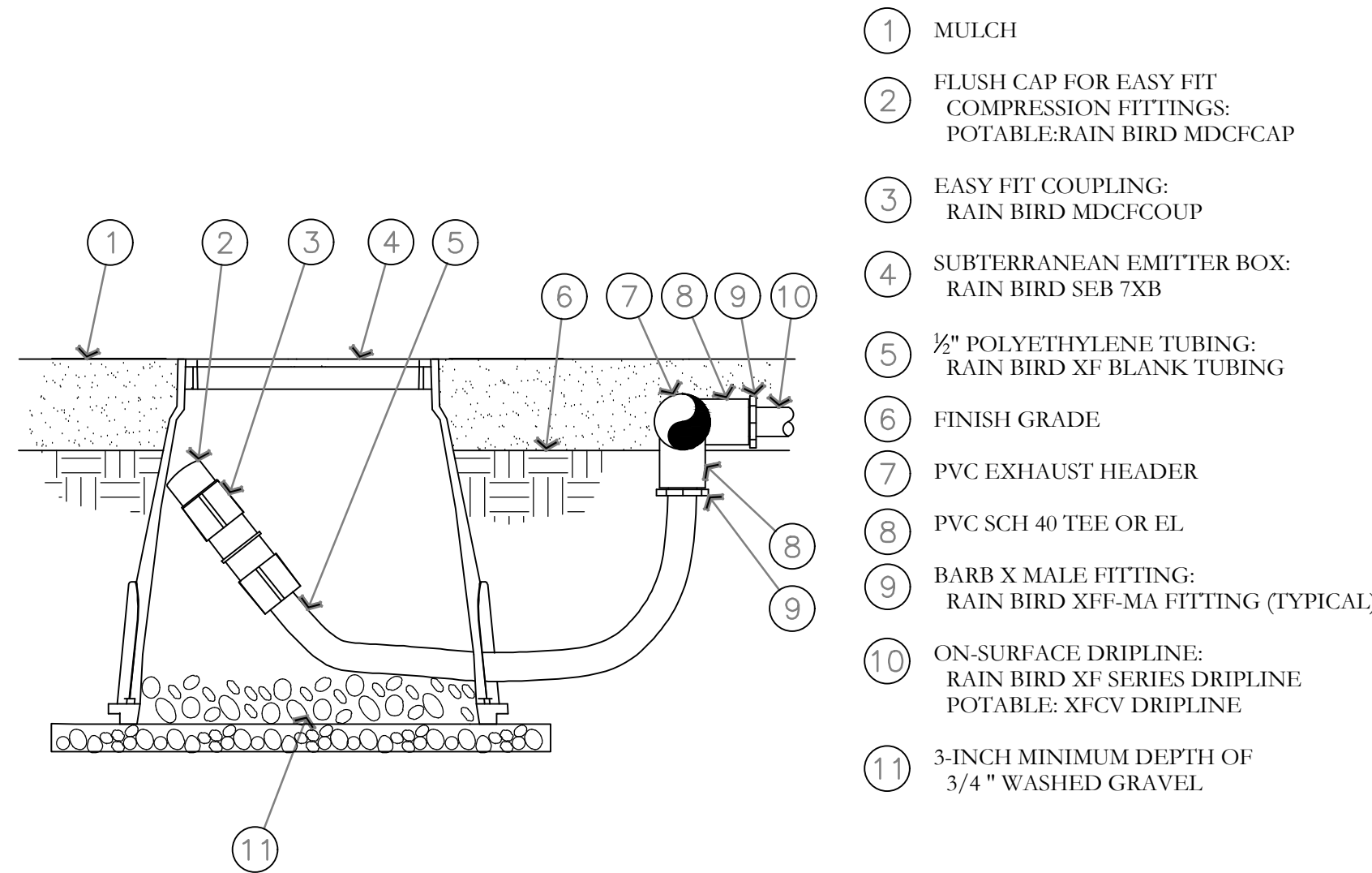
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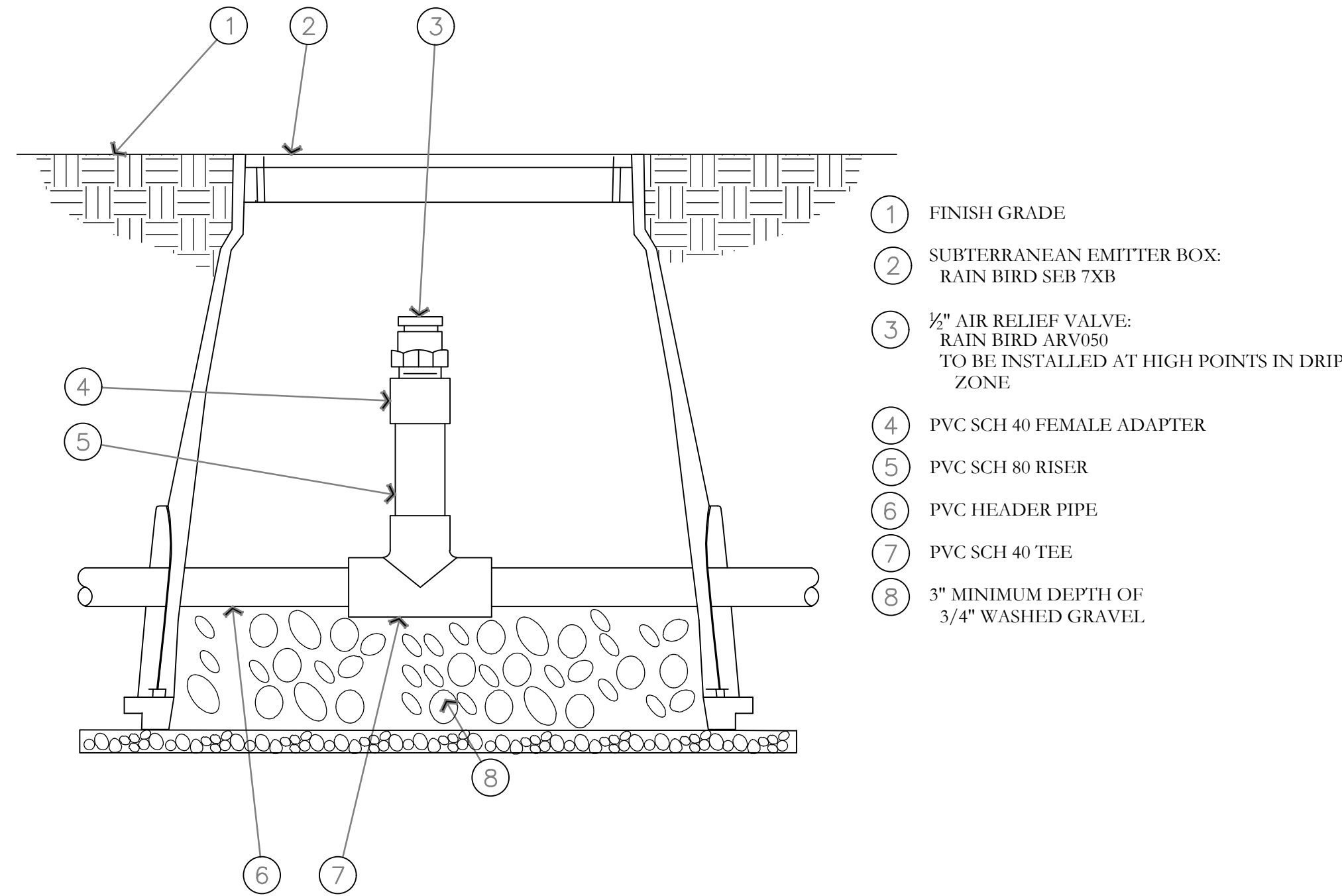


P DRIP CONTROL ZONE KIT DETAIL
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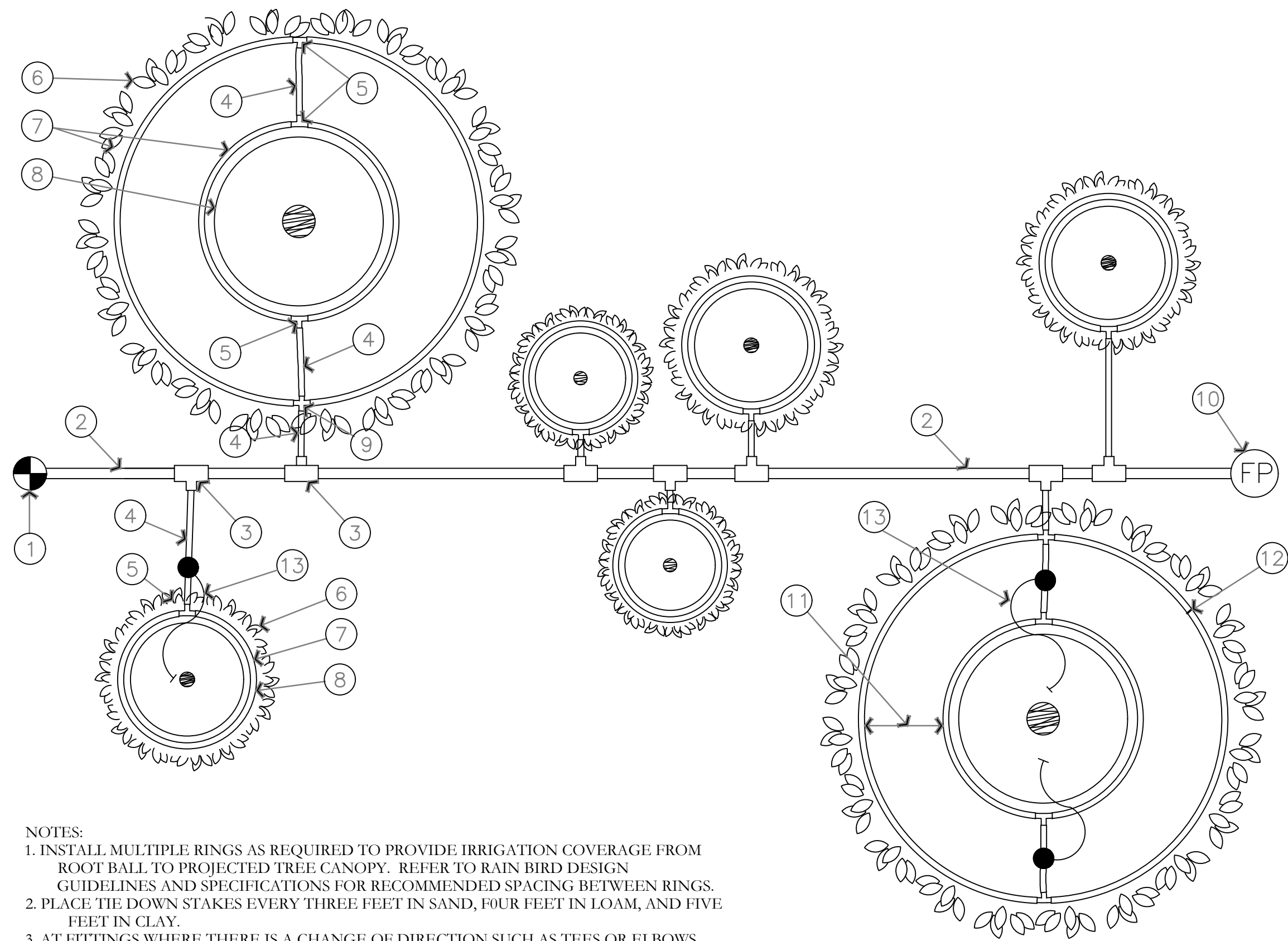


NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

Q ON-SURFACE DRIPLINE FLUSH POINT DETAIL
NOT TO SCALE



R AIR RELIEF VALVE DETAIL
NOT TO SCALE



NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL
NOT TO SCALE

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
8/14/2024		UT24095			MENLOVE CONSTRUCTION ATT: JESSE REYNOLDS 801-915-9245 JESSE@MENLOVECONSTRUCTION.COM			PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 8/14/2024
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
2								
3								
4								
5								
6								
7								

EAGLE CREST STORAGE
EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

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PKJ DESIGN GROUP
Landscape Architecture • Planning & Visualization

3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

IRRIGATION DETAILS
CITY PERMIT SET

IR-503



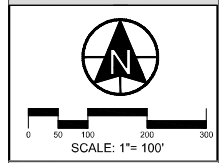
DEVELOPER

**PATTERSON
DEVELOPMENT**

11251 N SUNSET DRIVE
HIGHLAND, UT 84003
(801) 709-3956

DEVELOPMENT

**EAGLE
CREST**



berg

CIVIL ENGINEERING

1018 N Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS		SEAL
NO.	DESCRIPTION	
1		
2		
3		
4		
5		

DRAWN	DATE
FINAL PLAN	06/29/2024

PROJECT

**EAGLE
CREST
LOT 102**

DESCRIPTION

**FINAL
SITE
PLANS**

SHEET NAME SHEET NUMBER

ELEVATIONS ARCH



EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD. LOT 102
EAGLE MOUNTAIN - UTAH - 84005

11 JULY 2024

OFFICE BUILDING SITE
PLAN SUBMITTAL



CONSULTANTS

CIVIL

BERG ENGINEERING
11038 HIGHLAND BLVD.
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KEN BERG
PHONE 801.492.1277
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LANDSCAPE

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OREM, UTAH, 84097
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JAY@DSTRUCTURES.COM

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CARL GATRELL
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CARL.GATRELL@SPECENG.COM

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SPECTRUM ENGINEERS
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SALT LAKE CITY, UTAH, 84111
DAVID HINCKLEY
PHONE 801.401.8435
DGH@SPECTRUM-ENGINEERS.COM

DRAWING INDEX

CIVIL

C C

LANDSCAPE

L L

ARCHITECTURAL

G001 COVER SHEET
A101 MAIN LEVEL FLOOR PLAN
A102 LEVEL 2 FLOOR PLAN
A201 EXTERIOR ELEVATIONS
A202 EXTERIOR ELEVATIONS
A203 EXTERIOR PERSPECTIVES
A501 ARCHITECTURAL DETAILS



233 SOUTH PLEASANT GROVE BLVD.
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PLEASANT GROVE, UTAH 84062
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core@corearch.com

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CONSTRUCTION

CONSULTANT INFORMATION

PROJECT TITLE AND ADDRESS
EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD. LOT 102
EAGLE MOUNTAIN - UTAH - 84005

REVISIONS

△ DESCRIPTION	DATE

PROJECT INFORMATION

DATE: 11 JULY 2024
PROJECT #: 22-019
DRAWN BY: SWM
PM / PA: MA

DRAWING SET STATUS

**OFFICE BUILDING SITE
PLAN SUBMITTAL**

THIS DRAWING SET IS INTENDED
TO BE PRINTED IN COLOR

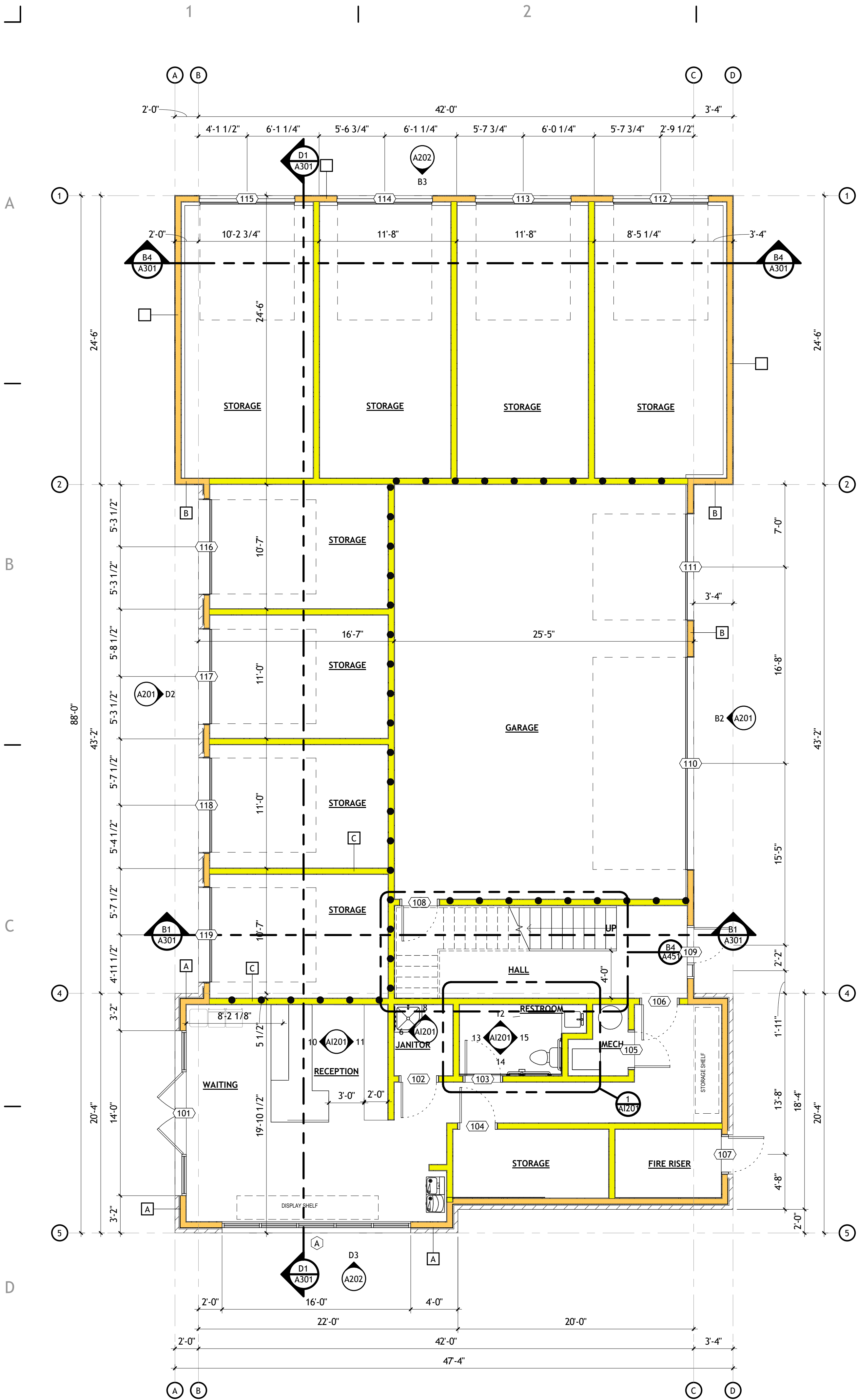
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COVER SHEET

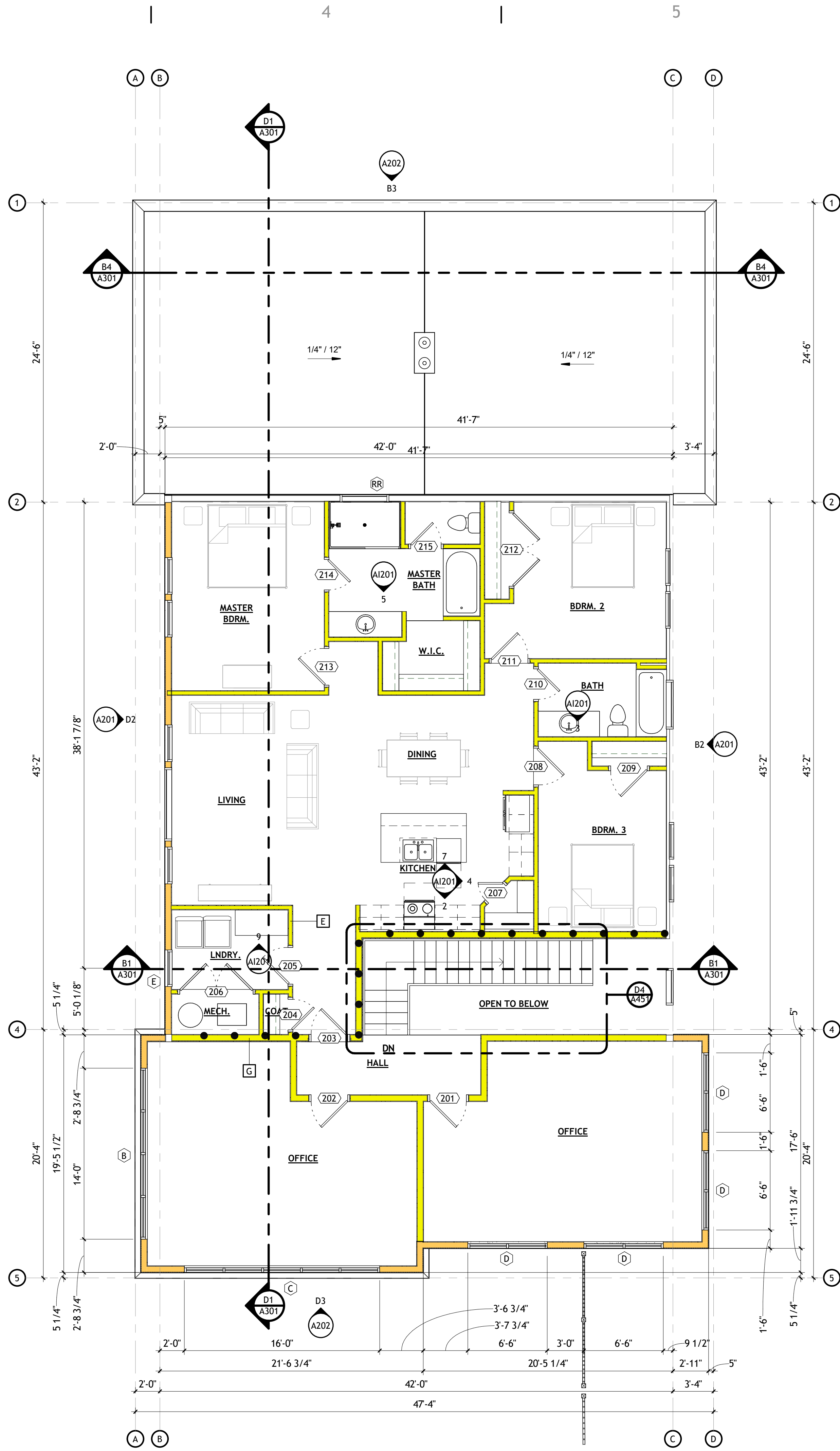
SHEET NUMBER

G000

Autodesk Docs / 22-019 EAGLE CREST STORAGE 22-019 Patterson Eagle Mountain Storage.rvt
7/17/2024 7:39:14 PM



FLOOR PLAN - LEVEL 1
A101 | SCALE: 3/16" = 1'-0"



FLOOR PLAN - LEVEL 2
A101 | SCALE: 3/16" = 1'-0"

KEYNOTES

SEPARATION LEGEND

- ONE-HOUR OCCUPANCY SEPARATION

GENERAL NOTES

- GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
- COORDINATE INSTALLATIONS OF ALL "AFTER CONTRACT" ASSEMBLIES WITH OWNER PRIOR TO CONSTRUCTION OF ADJOINING OR RELATED STRUCTURES.
- PROVIDE 18" MINIMUM CLEAR FLOOR SPACE AT PULL SIDE OF ALL DOORS.
- PROVIDE 12" MINIMUM CLEAR FLOOR SPACE AT PUSH SIDE OF ALL DOORS.
- UNLESS OTHERWISE NOTED OR DIMENSIONED, LOCATE DOORS AS FOLLOWS:
 - MASONRY WALLS- OUTSIDE OF FRAME 8" FROM FACE OF WALL (ON BLOCK MODULE).
 - FRAMED WALLS- INSIDE OF JAMB 4" FROM FINISHED WALL (ADJUST FOR TILE WHERE SHOWN).
- CONCRETE FOUNDATION WALLS RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
- AN AUTOMATIC FIRE SPRINKLER SYSTEM IS TO BE INSTALLED THROUGHOUT THE ENTIRE BUILDING PER NFPA 13.
- SEE STRUCTURAL, MECHANICAL, AND ELECTRICAL SHEETS FOR ADDITIONAL INFORMATION.
- SEE INTERIOR ELEVATIONS ON A101 AND MILLWORK DETAILS ON A151 FOR FINISHES OF MILLWORK BASES, AND COUNTERTOPS SEE SHEETS A151, A152 FOR REFLECTED CEILING PLAN INFORMATION.
- SEE SHEETS A101, A102, FOR FINISH INFORMATION. CONFIRM FINISHES WITH OWNER PRIOR TO ORDERING.
- SEE A601, A602, AND A603 FOR DOOR AND WINDOW INFORMATION.
- GENERAL CONTRACTOR SHALL REVIEW AND APPROVE ALL APPLIANCES WITH OWNER PRIOR TO PURCHASING EQUIPMENT AND FABRICATING MILLWORK.
- SEE THE SPECIFICATION FOR ADDITIONAL INFORMATION.
- SEE G000 FOR LEGENDS, SYMBOLS, ABBREVIATIONS AND OTHER ARCHITECTURAL GENERAL INFORMATION.
- SEE G000 FOR WALL TYPES.
- PROVIDE BACKING/BLOCKING FOR WALL MOUNTED ITEMS INCLUDING GRAB BARS, HANDRAILS, SIGNAGE AND EQUIPMENT AS REQUIRED.
- TILE IS TO BE SET OVER CEMENTITIOUS BACKER BOARD UNDERLAYMENT. RECESS SLAB AS/IF REQUIRED. VERIFY WITH OWNER.
- DO NOT SCALE DRAWINGS.



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CONSULTANT INFORMATION

PROJECT TITLE AND ADDRESS

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD. LOT 102
EAGLE MOUNTAIN - UTAH - 84005

REVISIONS

△ DESCRIPTION	DATE

PROJECT INFORMATION

DATE: 11 JULY 2024
PROJECT #: 22-019
DRAWN BY: SWM
PM / PA: MA

DRAWING SET STATUS

**OFFICE BUILDING SITE
PLAN SUBMITTAL**

THIS DRAWING SET IS INTENDED
TO BE PRINTED IN COLOR

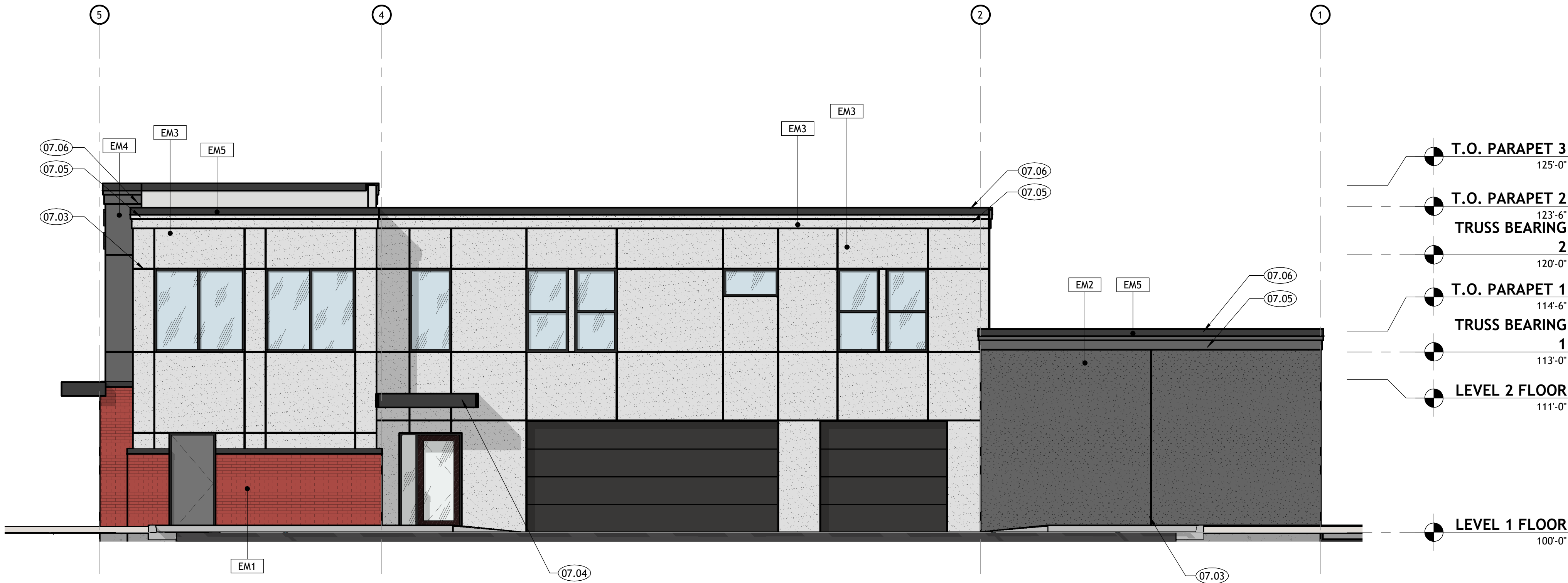
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**FLOOR PLANS -
LEVELS 1 & 2**

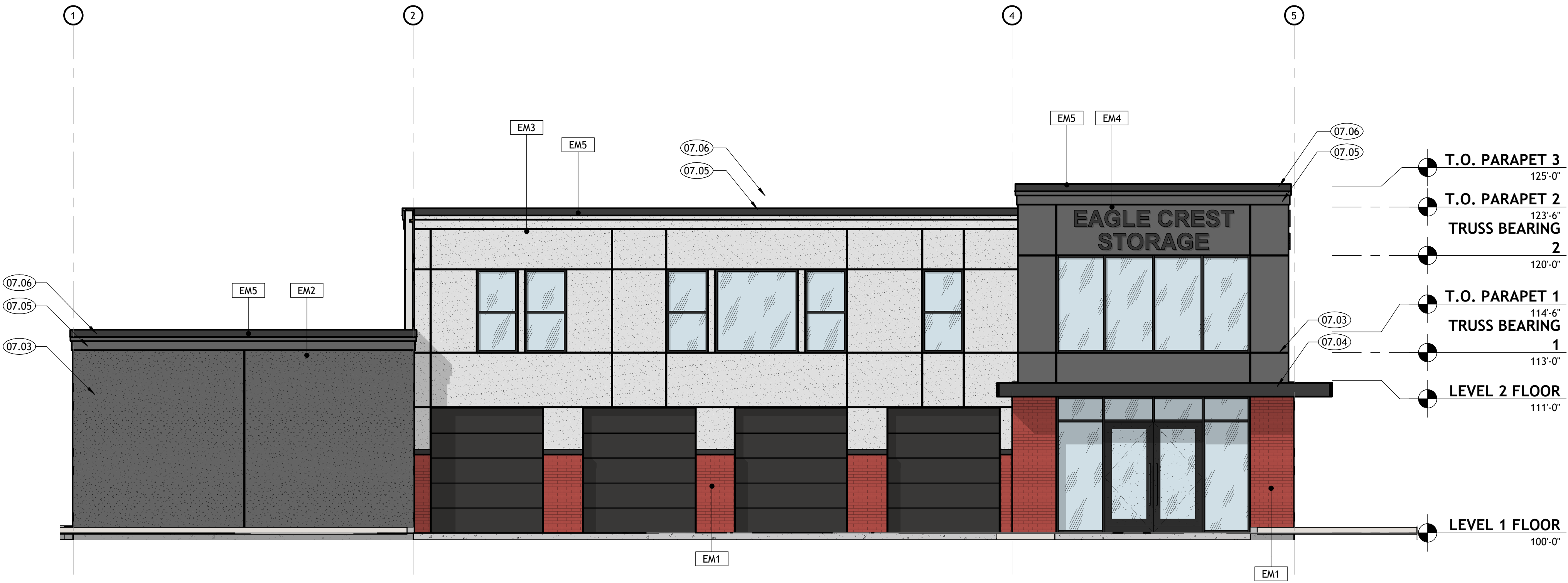
SHEET NUMBER

A101

1
2
3
4
5
6
A
B
C
D



B2 NORTH EAST ELEVATION
A201 | SCALE: 3/16" = 1'-0"



D2 SOUTHWEST ELEVATION
A201 | SCALE: 3/16" = 1'-0"

KEYNOTES

- 07.03 STUCCO V-GROOVE REVEAL.
07.04 BLACK METAL DOOR/WINDOW AWNING. SEE DETAILS ON SHEET A501.
07.05 DECORATIVE STUCCO PARAPET TRIM.
07.06 PRE-FINISHED METAL PARAPET CAP, BLACK.



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CONSULTANT INFORMATION

EXTERIOR MATERIAL LEGEND & CALCULATION

EM1		8" BRICK, FIELD COLOR - 7.8%
EM2		STUCCO, SMOOTH FINISH ACCENT COLOR (GREY) - 16.8%
EM3		STUCCO, SMOOTH FINISH FIELD COLOR (WHITE) - 33.2%
EM4		FIBER CEMENT PANEL SYSTEM WITH EZ TRIM REVEALS - 9.5%
EM5		PRE-FINISHED METAL PARAPET CAP, TRIM, DOORS AND WINDOW FRAMES - MATTE BLACK - 32.7% (PERCENTAGE INCLUDES GLAZING)

	NE	SW	NW	SE	SUM
EM1	105 sf	134 sf	-	226 sf	465
EM2	332 sf	335 sf	342 sf	-	1,009
EM3	844 sf	486 sf	343 sf	317 sf	1,990
EM4	27 sf	336 sf	-	208 sf	571
EM5	510 sf	707 sf	383 sf	362 sf	1,962
					5,997

GENERAL NOTES

- A. GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND ASSEMBLIES PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
B. ALL MASONRY WALLS TO HAVE CONTROL JOINTS AT 30'-0" O.C. MAXIMUM. VERIFY WITH STRUCTURAL.
C. EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
D. CONCRETE WALL RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL. PROVIDE PRE-FINISHED NUMBERS ON THE FRONT, EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY THE CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
E. SEE PLUMBING SHEETS AND ROOF DRAINAGE PLAN FOR SECONDARY ROOF DRAINAGE BRASS SCUPPER AND ROOF SCUPPER WITH PRE-FINISHED ALUMINUM DOWN SPOUT LOCATIONS ALONG EXTERIOR WALLS.
F. SEE PLUMBING SHEETS FOR LOCATION OF GAS METER ALONG EXTERIOR WALL.
G. SEE ELECTRICAL SHEETS FOR ELECTRICAL FIXTURE LOCATIONS ALONG EXTERIOR WALLS.
H. EXTERIOR SIGNAGE: THE OWNER IS RESPONSIBLE TO OBTAIN A SEPARATE PERMIT FOR ANY EXTERIOR SIGNS IN ACCORDANCE WITH CURRENT CITY SIGN ORDINANCE. THE OWNER IS RESPONSIBLE TO CONTRACT DIRECTLY WITH SIGN VENDORS. SIGN VENDORS SHALL INSTALL THEIR RESPECTIVE SIGNAGE. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND COORDINATE ALL BACKING AND POWER REQUIREMENTS FOR EACH SIGN.
I. NOT ALL SHEET NOTES ARE NECESSARILY USED ON EACH SHEET.
J. PROVIDE SCREENING FOR ALL ROOF TOP EQUIPMENT.

PROJECT TITLE AND ADDRESS

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD. LOT 102
EAGLE MOUNTAIN - UTAH - 84005

REVISIONS

Δ	DESCRIPTION	DATE

PROJECT INFORMATION

DATE: 11 JULY 2024
PROJECT #: 22-019
DRAWN BY: SWM
PM / PA: MA

DRAWING SET STATUS

OFFICE BUILDING SITE
PLAN SUBMITTAL

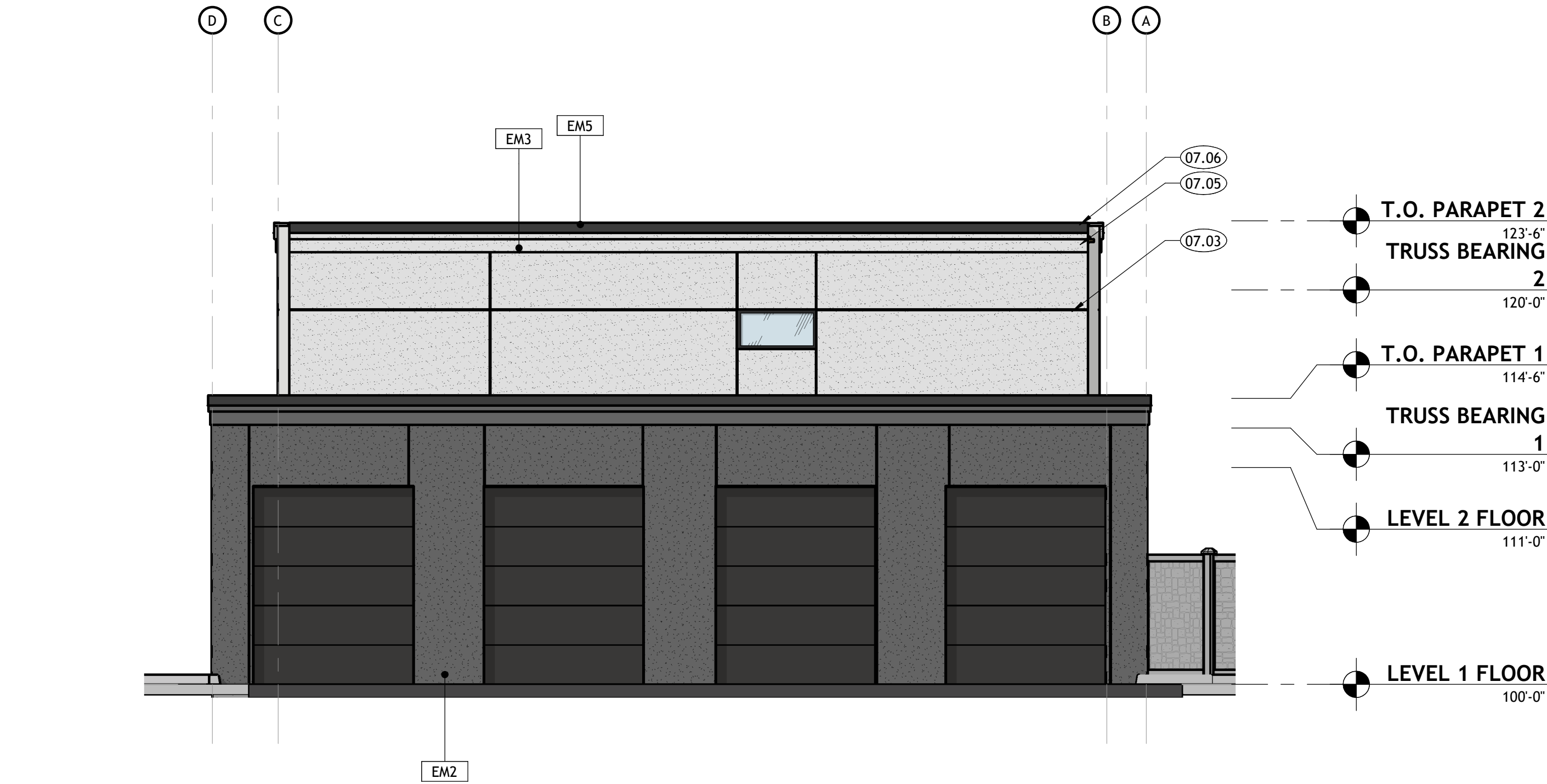
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TO BE PRINTED IN COLOR

SHEET TITLE

EXTERIOR
ELEVATIONS

SHEET NUMBER

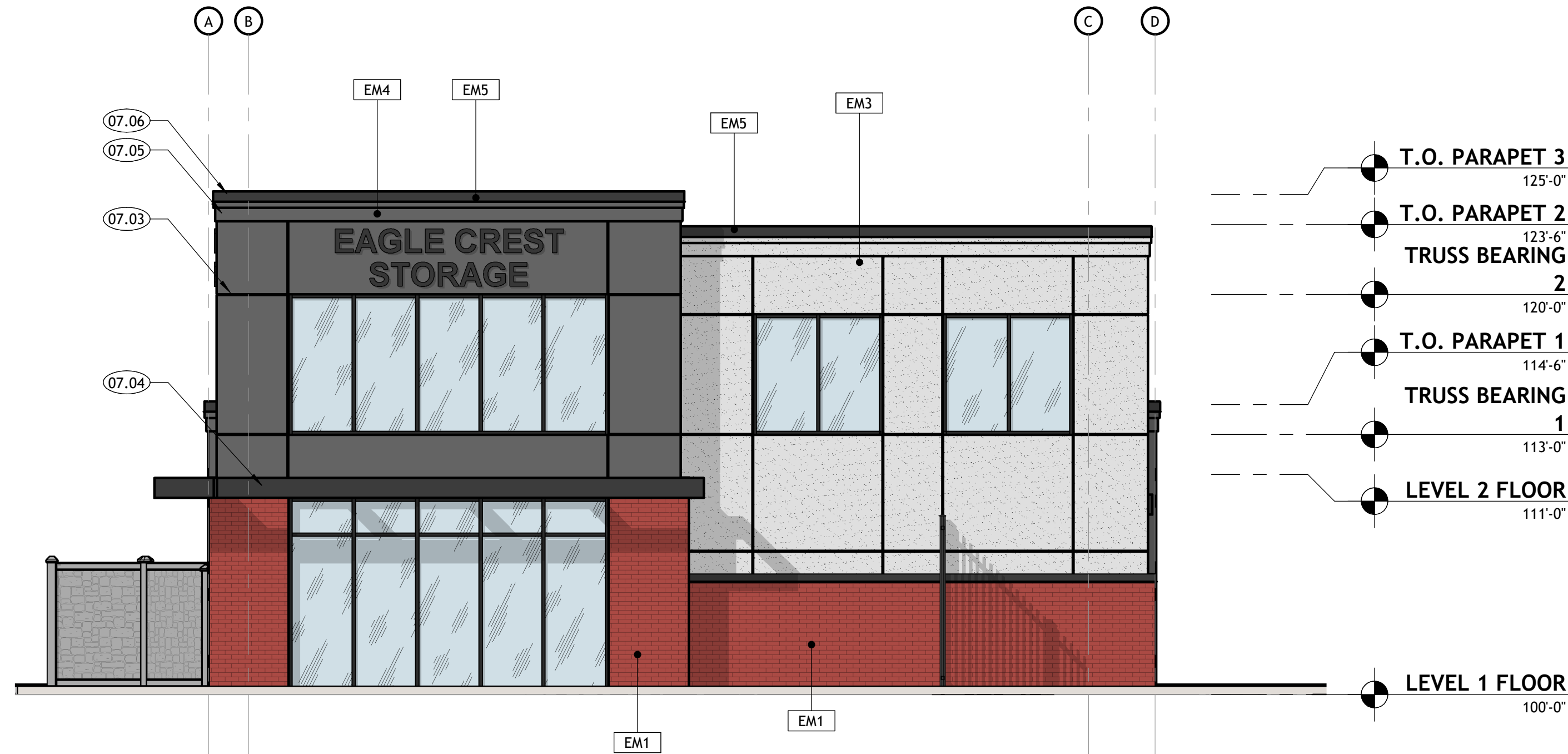
A201



B3

NORTHWEST ELEVATION

A202 | SCALE: 3/16" = 1'-0"



D3

SOUTHEAST ELEVATION

A202 | SCALE: 3/16" = 1'-0"

KEYNOTES

- 07.03STUCCO V-GROOVE REVEAL.
- 07.04BLACK METAL DOOR/WINDOW AWNING. SEE DETAILS ON SHEET A501.
- 07.05DECORATIVE STUCCO PARAPET TRIM.
- 07.06PRE-FINISHED METAL PARAPET CAP, BLACK.



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	NE	SW	NW	SE	SUM
EM1	105 sf	134 sf	-	226 sf	465
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- C. EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
- D. CONCRETE WALL RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL. PROVIDE PRE-FINISHED NUMBERS ON THE FRONT, EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY THE CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
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- I. NOT ALL SHEET NOTES ARE NECESSARILY USED ON EACH SHEET.
- J. PROVIDE SCREENING FOR ALL ROOF TOP EQUIPMENT.

PROJECT TITLE AND ADDRESS

EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD. LOT 102
EAGLE MOUNTAIN - UTAH - 84005

REVISIONS

Δ	DESCRIPTION	DATE

PROJECT INFORMATION

DATE: 11 JULY 2024
PROJECT #: 22-019
DRAWN BY: SWM
PM / PA: MA

DRAWING SET STATUS

OFFICE BUILDING SITE
PLAN SUBMITTAL

THIS DRAWING SET IS INTENDED
TO BE PRINTED IN COLOR

SHEET TITLE

EXTERIOR
ELEVATIONS

SHEET NUMBER

A202

1

2

3

4

5

6

A

B

C

D



B2 EXTERIOR PERSPECTIVE 1
A203 | SCALE:



D2 EXTERIOR PERSPECTIVE 2
A203 | SCALE:



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CONSULTANT INFORMATION

PROJECT TITLE AND ADDRESS
EAGLE CREST STORAGE

EAGLE MOUNTAIN BLVD., LOT 102
EAGLE MOUNTAIN - UTAH - 84005

REVISIONS	
△ DESCRIPTION	DATE

PROJECT INFORMATION	
DATE:	11 JULY 2024
PROJECT #:	22-019
DRAWN BY:	SWM
PM / PA:	MA

DRAWING SET STATUS
**OFFICE BUILDING SITE
PLAN SUBMITTAL**

THIS DRAWING SET IS INTENDED
TO BE PRINTED IN COLOR

SHEET TITLE

EXTERIOR
PERSPECTIVES

SHEET NUMBER

A203

REVISIONS	
△ DESCRIPTION	DATE

PROJECT INFORMATION	
DATE:	11 JULY 2024
PROJECT #:	22-019
DRAWN BY:	SWM
PM / PA:	MA

DRAWING SET STATUS	
OFFICE BUILDING SITE PLAN SUBMITTAL	

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SHEET TITLE

ARCHITECTURAL DETAILS

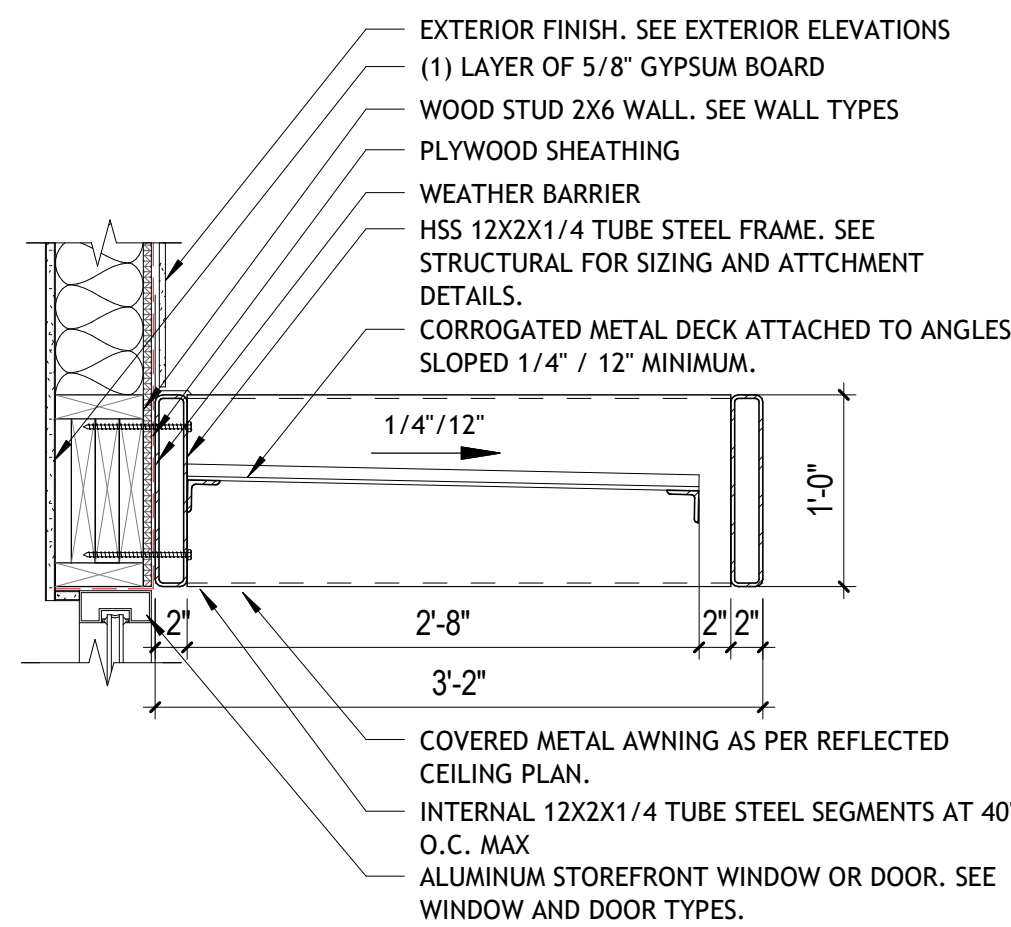
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A501

KEYNOTES

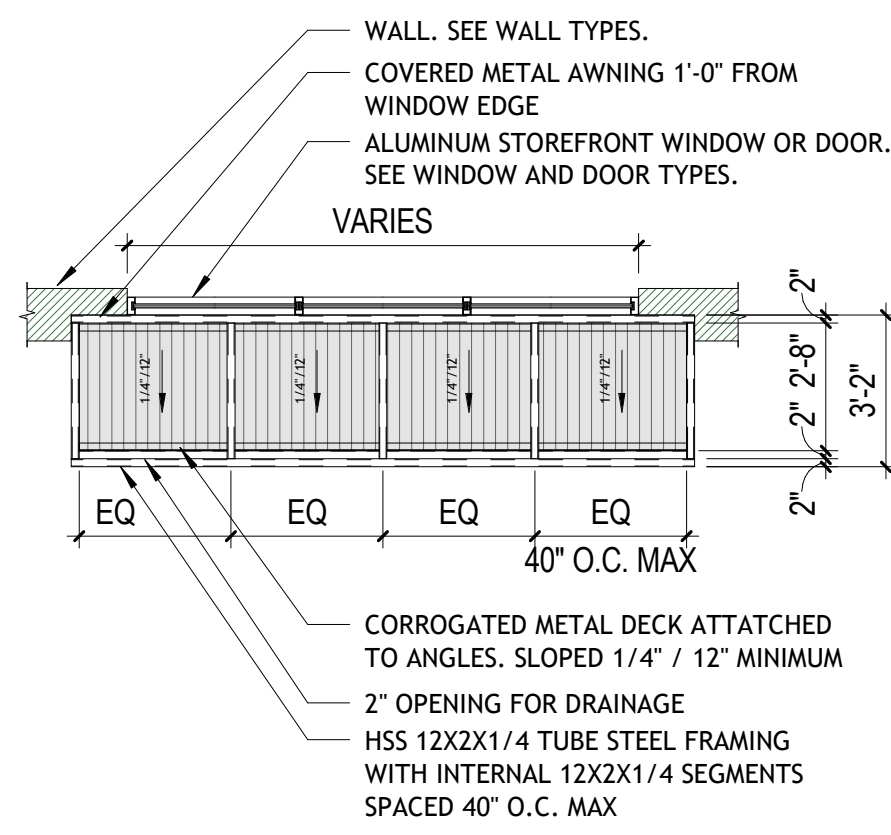
GENERAL NOTES

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- AN AUTOMATIC FIRE SPRINKLER SYSTEM IS TO BE INSTALLED THROUGHOUT THE ENTIRE BUILDING PER NFPA 13.
- CONCRETE FOUNDATION WALLS RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
- MINIMUM ROOF CLASSIFICATION TO BE CLASS 'C'.
- MINIMUM ROOF SLOPE TO BE 1/4" PER FOOT.
- INSULATE ENTIRE ROOF WITH R-30 CONTINUOUS POLYISOCYANURATE.
- EXPOSED FOUNDATION WALLS TO RECEIVE RUBBED FINISH.
- SEE ENGINEERING SHEETS FOR ADDITIONAL INFORMATION.
- RECOMMENDATIONS FOUND IN THE GEOTECHNICAL STUDY PERFORMED ARE TO BE FOLLOWED STRICTLY.
- SEE STRUCTURAL ENGINEERING SHEETS AND WALL TYPES FOR GAUGE OF METAL STUDS.



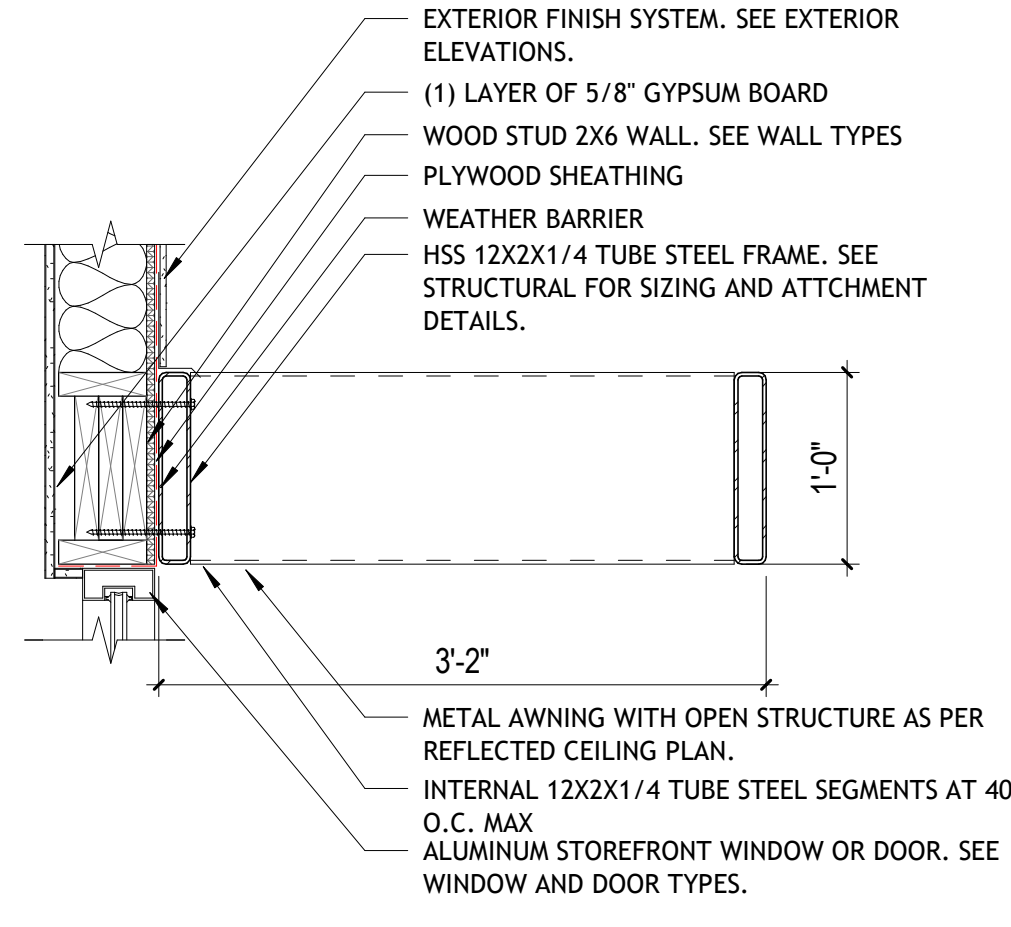
C2 CLOSED AWNING SECTION

A501 SCALE: 1" = 1'-0"



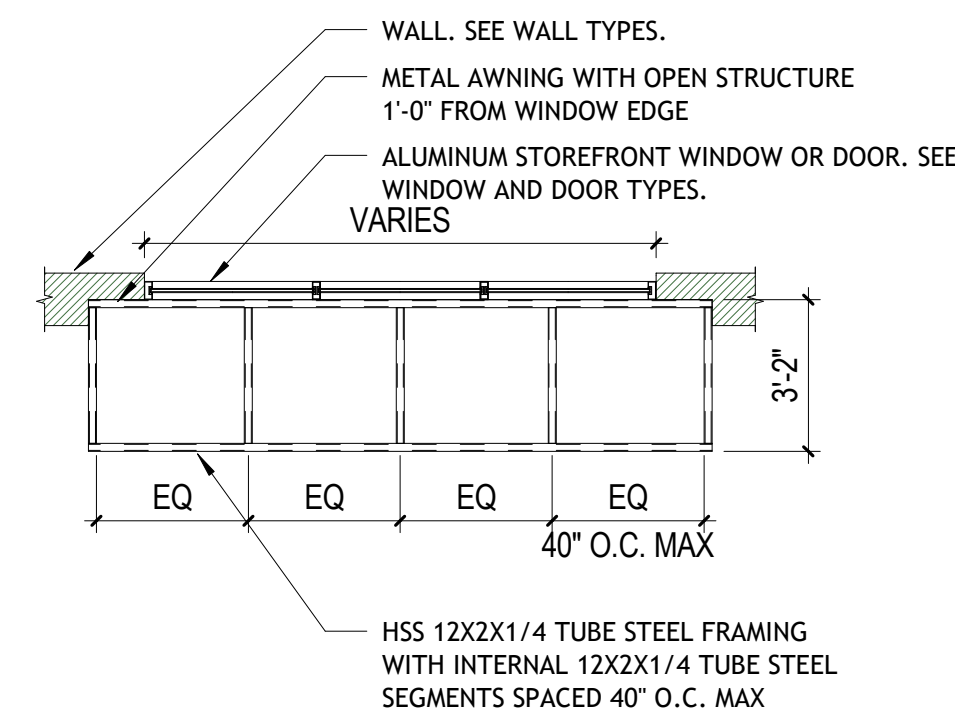
C3 CLOSED AWNING PLAN

A501 SCALE: 1/4" = 1'-0"



C4 OPEN AWNING SECTION

A501 SCALE: 1" = 1'-0"

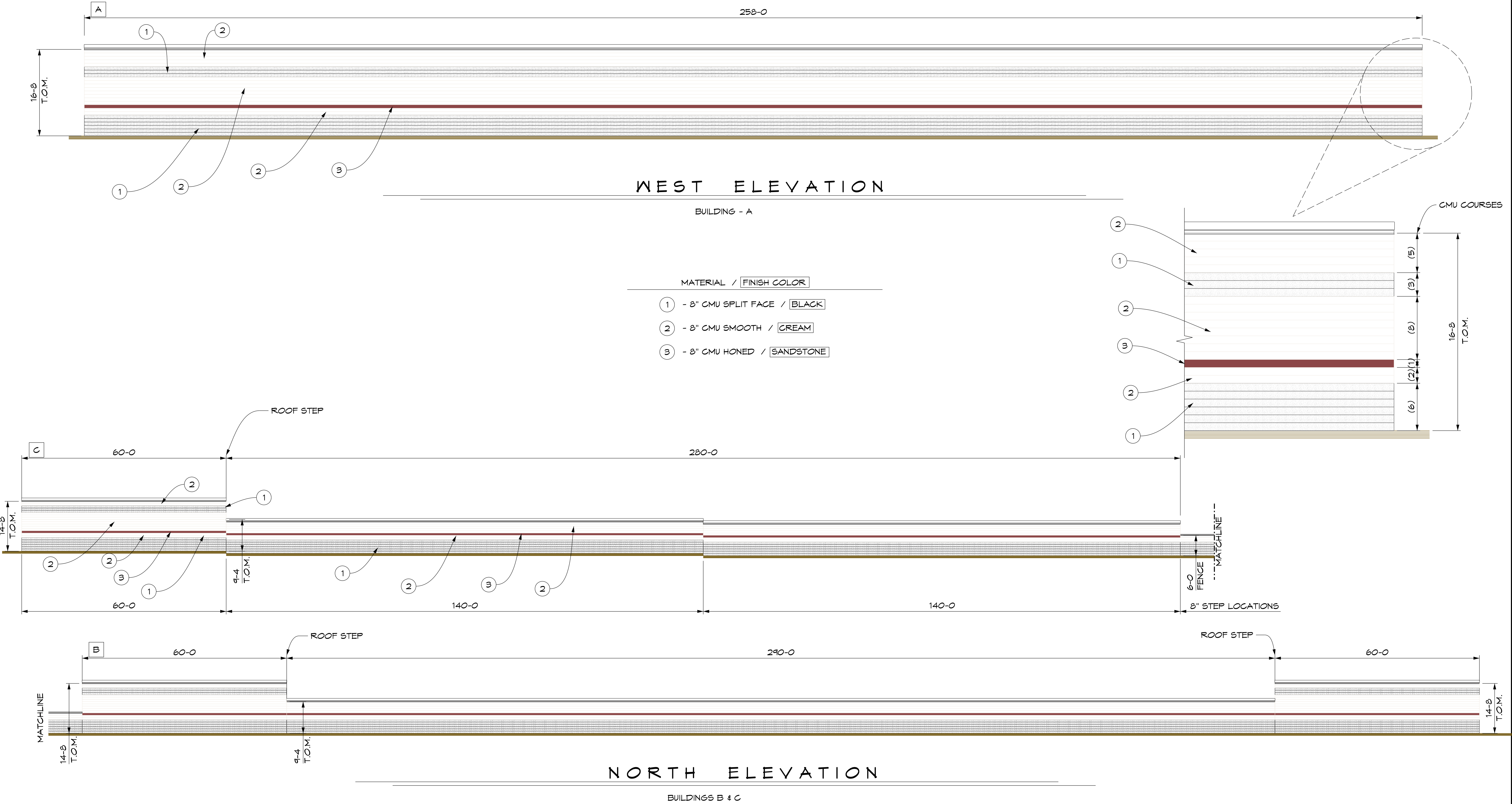


C5 OPEN AWNING PLAN

A501 SCALE: 1/4" = 1'-0"

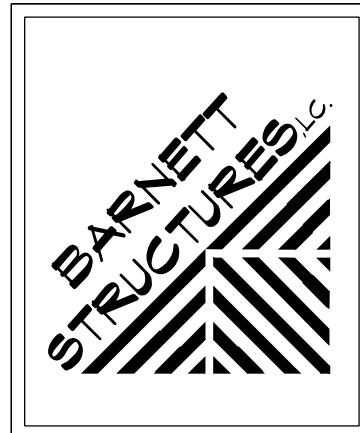
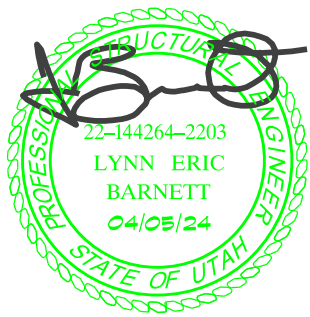
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REVISION				
SYM.	DESCRIPTION	DATE	APPROVAL	CAD
A	BUILDING PERMIT SET	3/18/24	NIELSEN	TMN



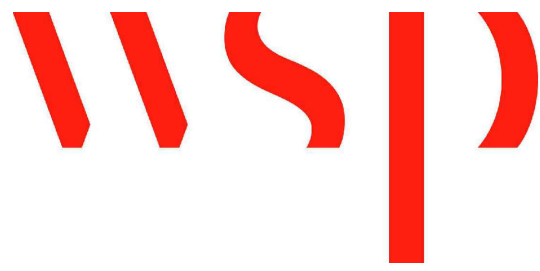
*NOTE: ACTUAL COLORS MAY VARY. COLORS MAY APPEAR SLIGHTLY DIFFERENT ON REAL PRODUCT.

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DRAWN BY	TATE NIELSEN
CHECKED	TROY NIELSEN
ENGINEER	TATE NIELSEN
ENGINEER	LYNN BARNETT
ADDRESS:	P.O. BOX 1248 1199 S. MAIN CENTERVILLE, UT 84014
PHONE:	(801) 244-2450
FAX:	(801) 244-2439
DO NOT SCALE DRAWING	

EAGLE CREST EAGLE MOUNTAIN BLVD. EAGLE MOUNTAIN, UT.				BARNETT STRUCTURES 2024 COPYRIGHT ©	
ELEVATIONS					
SCALE	SIZE	SHEET	PROJECT #	DRAWING	REV.
NTS	D	1 OF 2	2110	ELE	A



WSP USA INC
6510 S. MILLROCK DR, SUITE 225
SALT LAKE CITY, UT 84121

REVISIONS

MARK	DESCRIPTION	DATE

EAGLE CREST STORAGE
EAGLE MOUNTAIN BLVD
EAGLE MOUNTAIN, UTAH

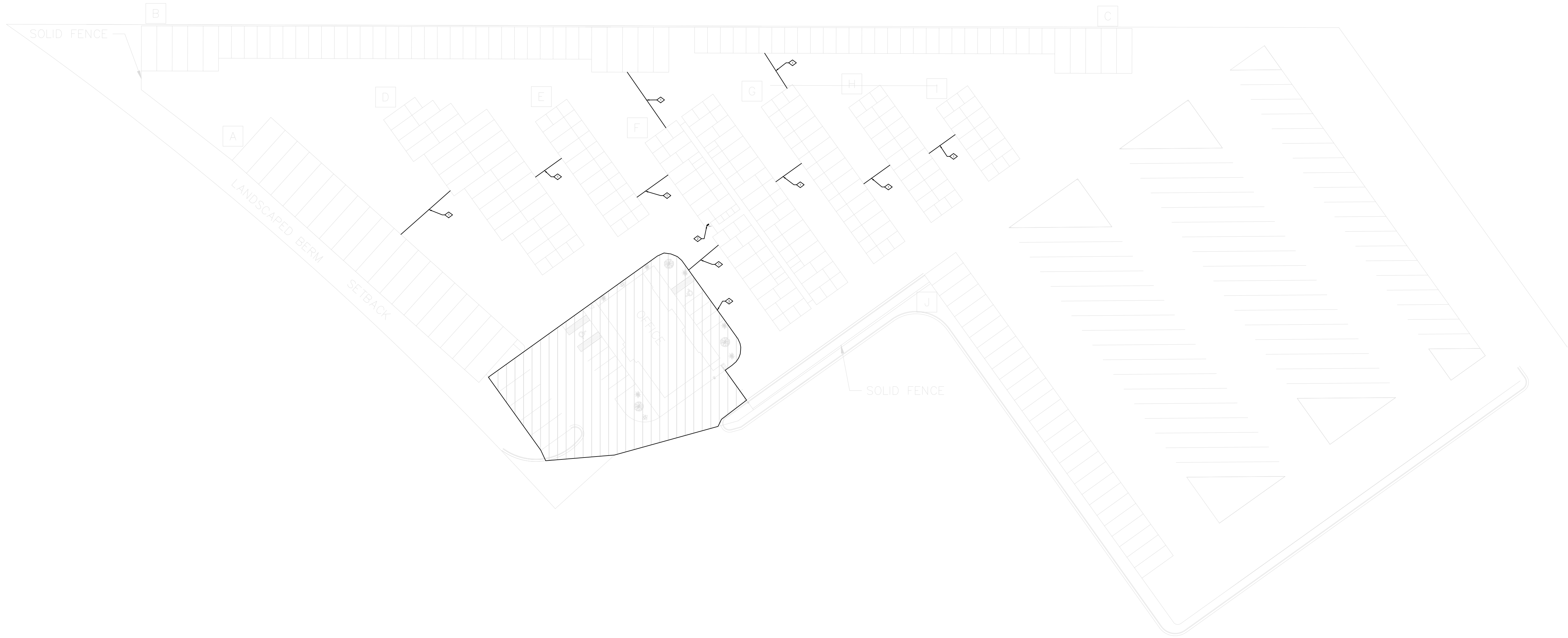
KEYPLAN:



JOB NO.: US0027749.4419	
DATE: 04/19/24	
DRAWN BY: RS	DESIGNED BY: MM
APPROVED BY: MM	CHECKED BY: MM

SHEET TITLE: ELECTRICAL SITE POWER PLAN	
SHEET TITLE: ES101	

- KEYED NOTES:
- FURNISH AND INSTALL (2) 3" SCHEDULE 40 2VC CONDUITS WITH PULLSTRING AT A MINIMUM OF 48" BF6 (BELOW FINISH GRADE) FOR SURVEILLANCE.
 - LOCATION OF PANEL F
 - OFFICE BUILDING DESIGN BY OTHER



ELECTRICAL SITE POWER PLAN
SCALE: 1/48" = 1'-0"





REVISIONS

[illegible]

EAGLE CREST STORAGE
EAGLE MOUNTAIN BLVD
EAGLE MOUNTAIN, UTAH

KEYPLAN



JOB NO.:
US0027749.4419

DATE:
04/19/24

DRAWN BY:
RS

APPROVED BY:
MM

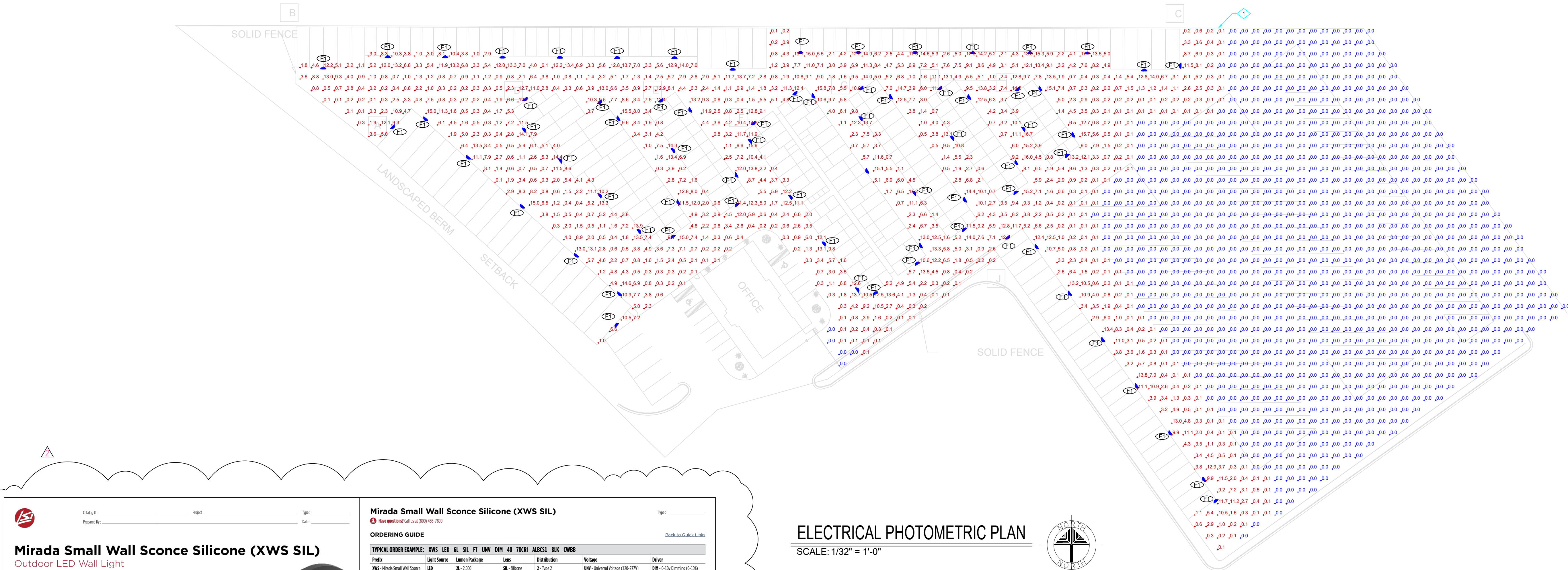
SHEET TITLE:

ELECTRICAL PHOTOMETRIC PLAN

SHEET TITLE

ES103

PERMIT SET



ELECTRICAL PHOTOMETRIC PLAN

SCALE: 1/32" = 1'-0"



LUMENS PER ACRE

TOTAL ACRES	7.08
NUMBER OF FIXTURES	72
LUMENS PER FIXTURE	8000
TOTAL LUMENS PER ACRE	81356



Color By: _____
Part #: _____
Power by: _____

Mirada Small Wall Sconce Silicone (XWS SIL)

Outdoor LED Wall Light

By: _____
Date: _____

[Back To Quick Links](#)



OVERVIEW

Luminaire Package (mm)	2500 - 8,000
Voltage Range (Vw)	13 - 61
Efficacy Range (lm/W)	162 - 162
Weight lbs (kg)	10 (4.5)

QUICK LINKS

Ordering Guide	Performance	Photometrics	Dimensions
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FEATURES & SPECIFICATIONS

Construction

- Rugged cast-aluminum housing.
- Fixtures are finished with LSL's Duxin® polymer powder coat finishing process. The Duxin® finish will withstand weather changes without cracking or peeling. Other standard LSL finishes available. Consult factory.
- Extended housing available with V2" threaded holes for surface conduit and rated wire.
- Standard luminaire shipping weight: TBD lbs in carton.
- Max luminaire shipping weight: 12 lbs in carton (20 lbs w/Etl option).

Optical System

- State-of-the-art one piece silicone optic providing industry leading optical control while also acting as an integrated gasket reducing system complexity and improving light reliability.
- Proprietary silicone reflector optics provide exceptional coverage and uniformity in distribution types 2, 3, and FT.
- Silicone optical components do not yellow or crack with age and provides a typical light transmittance of 90%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI at 70.

Electrical

- High performance driver features over-voltage, under-voltage, short-circuit, and over temperature protection.

- 0-10V dimming (0% - 100%) standard.
- Standard Universal Voltage (220-277V VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- ULD Calculated Life: >60k Hours
- Total harmonic distortion: THD< +20%
- Operating Temperature: -40°C to +50°C (-40°F to 122°F).
- Power factor (PF)= .90
- Input power stays constant over life.
- Optional 10KV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation
- Driver is fully encased in potting material for moisture resistance. Driver complies with FCC standards. Accessible driver and electrical components.
- Optional battery backup provided: 60-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. Standard battery rating for 0°C to 50°C with cold weather battery rating for -20°C to 50°C (+40°C max for 6L). 220-277V Only.

Controls

- Optional integral passive infrared Bluetooth™ module. Features operate independently and can be commissioned via iOS or Android configuration app.
- Option button photocell turns fixtures on and off based on ambient light levels for dusk to dawn lighting.

- LSI's Artix Link Blue wireless control system allows for future and motion sensor grouping while reducing energy and maintenance costs.

Installation

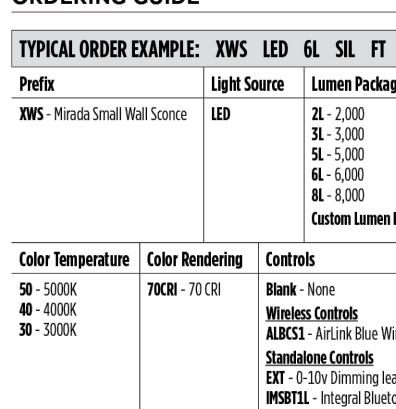
- Universal wall mounting plate mounts directly to vertical surface or 4" junction box (octagonal or square).
- Luminaire hinges to the top of the mounting plate and is secured via two flush-mount screws that help to conceal the hardware and prevent over tightening during installation.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lslcorp.com/resources/terms-and-conditions-warranty/> for more information.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- DIA compliant, with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP65 rated luminaire per IEC 60598-1.
- IEC08 rated luminaire per IEC 62662 mechanical impact class.
- DesignLights Consortium™ (DLC) Premium qualified product. Not all versions of this product may be DLC Qualified Products. Please check the DLC Qualified Products List at www.designlightsconsortium.org/DLP, to confirm which versions are qualified.



TYPICAL ORDER EXAMPLE:

XWS	LED	6L	SL	FT	UNV	DM	40	70CRI	ALBKSIL	B/LK	CWB8
XWS - Mirada Small Wall Sconce	LED	ZL - 2000	SL - 1000	FT - 1000	UNV - 1000	DM - 1000	40 - 1000	70 - 1000	ALBKSIL - 1000	B/LK - 1000	CWB8 - 1000

Custom Luminae Packages?

Profile	Light Source	Luminaire Package	Lens	Distribution	Voltage	Driver
XWS - Mirada Small Wall Sconce	LED	ZL - 2000 SL - 1000 FT - 1000 UNV - 1000	SL - Silicone	2 - Type 2 3 - Type 3 FT - Forward Throw	UNV - Universal Voltage (220-277V) HV - High Voltage (347-480V)	DM - 0-10V Dimming (0-10V)

Color Temperature	Color Rendering	Controls	Finish	Options
50 - 5000K 40 - 4000K 30 - 3000K	NCR= 70 CRI NCR= 90 CRI	Blank - None Wireless Controls ARTIX - Artix Link Blue Wireless Netx & Push Sensor Controller (3-24' monitoring range) Stand-alone Controls DT - 0-10V Dimming knob extended to housing exterior MCHT - MCHT Photocell Module (Sensor 4' W/ET) Button Type PhotoCells PCBLZ - 120V PCBLH - 277V PCBLH - 277V - 277V PCBLH - 347V	Black - Black RAL - Dark Bronze CWB8 - Gun Metal Grey CP - Graphite EP - Metallic Silver PDP - Powder White SW - Satin Green WH - White	Blank - None R - 100% Battery Back-up (0°/C) CWB8 - 10A Cold Weather Battery Backup (20°/C) CWB8 - 20A Battery Back-up (0°/C) E - Extended Warranty PDP - 100V Surge Protection Device SW - 100V Surge Protection Device



Need more information?
Call us at (800) 438-7950

Have additional questions?
Call us at (800) 438-7950

ACCESSORY ORDERING INFORMATION*

Part Number	Description
PACBLZ	10V Extended-Wireless Surface Conduit Wiring Box
PCBLH	10V Open Run Wiring Box

*Accessories are shipped separately and sold individually.

Battery Backup

- Emergency battery backup provides 90 minutes of constant power to the LED system, ensuring code compliance.
- A test switch/indicator button is installed on the housing for ease of maintenance.
- The battery delivers ~1,500 lumens during emergency mode.
- The battery delivers ~1,000 lumens during emergency mode.



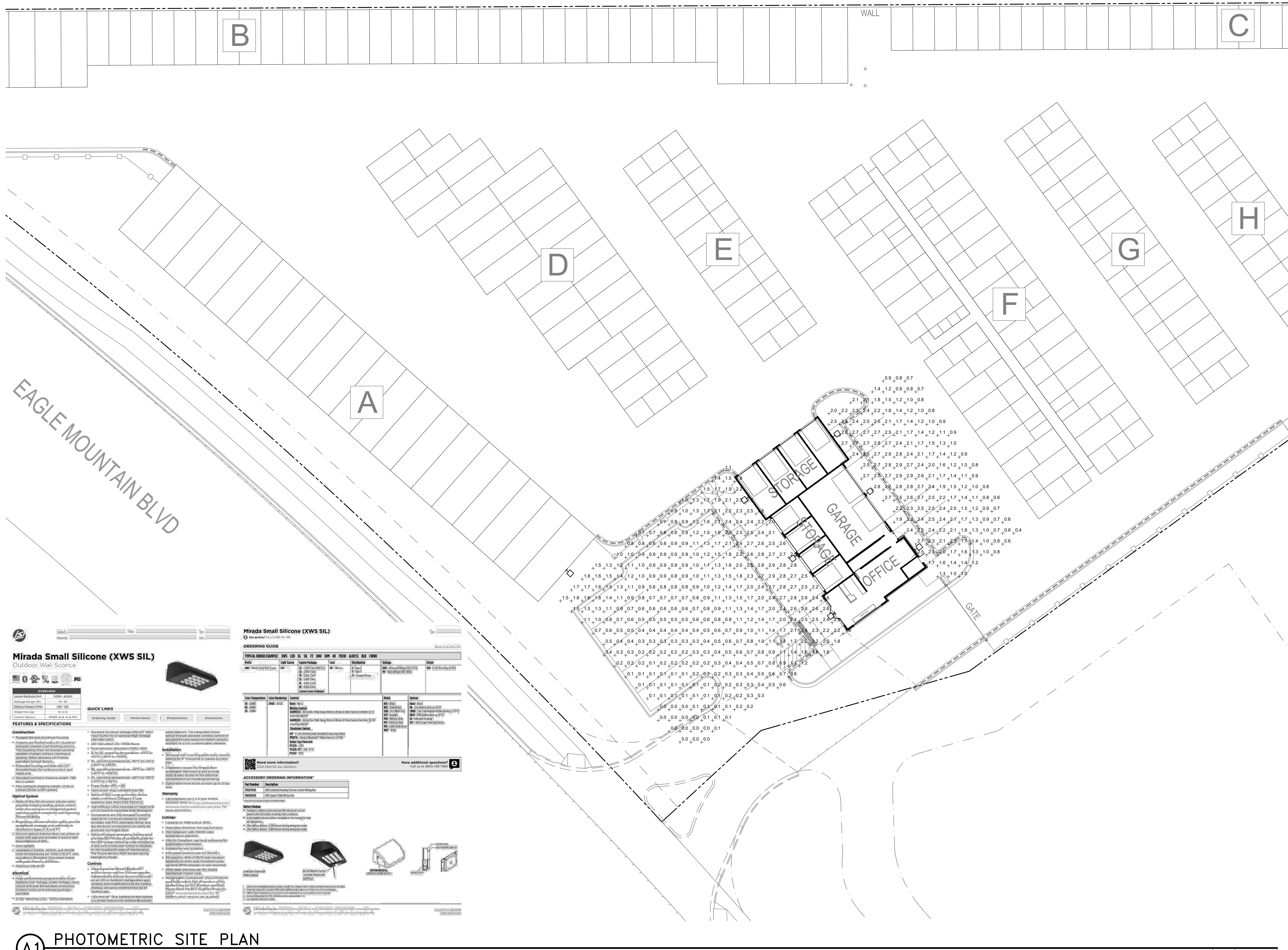
MONITORING SOCKET
NO REPAIRING NEEDED

RETURN MATERIAL
UPGRADE SURVEYOR KIT

Luminaire shown with sensor & battery backup

* Order luminaire and wiring package separately. Control fixture. There are no white/black/red fluorescent ballasts included with this LED bulb.
 ** When plug voltage 216 is specified, MCHT and ALBKSIL units cannot be used in this package.
 *** MCHT has maximum length 10ft for hot lead or the maximum length 10ft for cold lead wires.
 § Batteries will arrive only 220-277V. 277V Bulbs require only voltage 240 - 240.
 § Replacement wiring is not included.

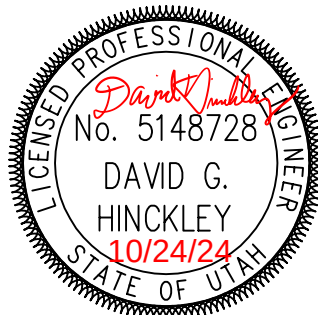
L&L Industries Inc., 10000 Alliance Rd., Cincinnati, OH 45244 • Tel: (513) 372-3200 • Fax: (513) 372-3200 • www.lslcorp.com
 LSI Industries Inc. is a Equal Opportunity Employer and does not discriminate on basis of ancestry, national origin, sex, race



SPECTRUM
ENGINEERS

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800-678-7077
801-328-5151
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www.spectrum-engineers.com

CONSULTANTS



EAGLE CREST STORAGE

EAGLE MOUNTAIN, UT

5		
4		
3		
2		
1		
MARK	DATE	DESCRIPTION

ISSUE:
DATE: 2024-10-24

PROJECT NO:	240102
DRAWN BY:	RRP
CHECKED BY:	DGH
DESIGNED BY:	DGH
RECORD DRAWING DATE:	

SIGNATURE:

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SHEET TITLE
**PHOTOMETRIC
SITE PLAN**

ES101P

Zone Map





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving a Master Development Agreement for the Rose Ranch Subdivision.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	
APPLICANT:	Edge Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Agriculture	79.79

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Approving a Master Development Agreement for the Rose Ranch Subdivision, and authorize the Mayor to sign the agreement.

BACKGROUND:

The Planning Commission previously reviewed the Master Development Plan ("MDP") for the Rose Ranch subdivision. On September 17, 2024, the City Council approved the MDP, with some amendments. EMMC 16.10.060 requires the execution of a Master Development Agreement ("MDA") which sets the standards and other requirements to develop the property. Pursuant to city code, staff uses the MDP approval as the basis for preparing the MDA. The MDA for Rose Ranch contains provisions governing the infrastructure, parks and open space, and benchmarks for the development.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. ORD--Rose Ranch MDA
2. Rose Ranch MDA

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE ROSE RANCH SUBDIVISION

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Rose Ranch Master Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Rose Ranch Master Development Agreement, as set forth in Exhibit A.
2. The Rose Ranch Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

WHEN RECORDED, RETURN TO:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

**MASTER DEVELOPMENT AGREEMENT
FOR
Rose Ranch**

This *Master Development Agreement for Rose Ranch* (this “**Agreement**” or “**MDA**”) is entered into as of this _____ day of _____, 2024 (the “**Effective Date**”) between Edge Homes Utah, LLC, a Utah limited liability company (“**Developer**”) and Eagle Mountain City, a Utah municipal corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. Developer owns or controls certain real property within the City’s boundaries that is legally described in Exhibit A (“**Property**”);

B. Developer intends to develop the Property as Rose Ranch (“**Project**”), in accordance with the Land Use, Concept Site & Phasing Plan (“**Master Development Plan**” or “**MDP**”) attached hereto as Exhibit B. On September 17, 2024, the Eagle Mountain City Council approved the rezone of the Property and the MDP conditioned on the execution of this MDA. The approved MDP serves as the approved Preliminary Plat of the Project);

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

D. The parties desire to enter into this Agreement to specify Developer’s rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project.

1.4. **Council** means the elected City Council of Eagle Mountain.

- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Edge Homes Utah, LLC, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Rose Ranch, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit D.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).
- 1.18. **Project** means the Rose Ranch project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.
- 1.19. **Property** means the approximately 80 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.21. **Reimbursable Costs** means the cost of upsizing system improvements or constructing public improvements that qualify for reimbursement under Utah law (such as, without limitation, “system improvements” and Impact Fee Facility Plan improvements). Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

2. **ZONING.** As of the Effective Date, the Property is zoned by the City as R2 and R3 in accordance with the Master Development Plan, attached hereto as Exhibit B.

3. **TERM OF AGREEMENT.** In accordance with Section 16.10.080 of Eagle Mountain’s Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain’s Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning in this Agreement shall terminate, and the City shall be entitled to rezone any portion of the Project.

4. **VESTED RIGHTS.**

4.1. **General Vesting.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain’s Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509, which is incorporated into this Agreement. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code Ann. § 10-9a-509 (1)(e).

4.2. **Exceptions.** The vested rights set forth in Section 4.1, and restrictions on the applicability of Eagle Mountain’s Future Laws to the Project, are subject to the following exceptions:

4.2.1 Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

4.2.2. State and Federal Compliance. Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

4.2.3. Codes. Any of Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

4.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 *et seq*;

4.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 Phasing.

5.2.1 Developer shall develop the Project in accordance with the Master Development Plan attached hereto as Exhibit B. Unless otherwise shown on Exhibit B, the project's road and infrastructure construction, including the collector roads along the exterior of the project, shall correspond with adjoining residential development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by the City Planning

Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.2.3 Developer shall commence installation of the common area amenities within two (2) years of the Effective Date, and shall complete the installation of the common area amenities within five (5) years of the Effective Date. If market conditions preclude Developer from satisfying these deadlines, Developer and the City shall meet and determine in good faith the terms of a reasonable extension. The common area amenities for this Project are identified in Exhibit C hereto.

5.2.4 The curb, gutter, and road improvements in each phase of the Project shall be completed no later than one (1) year after the date on which each such phase receives final plat approval.

5.3 Pony Express Trail.

5.3.1 The Pony Express Trail ("Trail") shall be improved as depicted in the Master Development Plan. The Trail shall be twelve (12) feet in width. Currently, the Trail exists as a portion of the Lehi-Fairfield Road. Developer shall remove any current asphalt and repave the Trail in accordance with the City's Vested Laws at a width of twelve (12) feet. Developer shall landscape around the Trail such that it constitutes a finished space. Where the Trail crosses streets, Developer shall install tabletop crosswalks. Developer shall install at least one (1) historical marker along the Trail denoting its historical significance. Following the completion of all Trail improvements, Developer shall dedicate the Trail to the City.

5.3.2 Developer shall begin to construct the Trail improvements within three (3) years of the Effective Date and complete the Trail improvements. Prior to commencing the Trail improvements required by Section 5.3.1, Developer shall complete all requirements of this Section 5.3.2.

5.3.2.1 Developer shall complete Finnstown Road in compliance with the City road standards in City's Vested Laws and in accordance with the requirements for collector roads outlined in Section 6.1.1. For avoidance of doubt, the construction of Finnstown Road shall be limited to the half width of the road contiguous to the Project boundary, and a minimum of twenty-four (24) feet of asphalt. Notwithstanding the foregoing, the City may, in its discretion, require Developer to upsize Finnstown Road subject to an Impact Fee Reimbursement Agreement as outlined in Section 6.1.1.

5.3.2.2 Developer shall pave Willard Peak Drive from its easternmost point where the asphalt ends to connect with Lehi-Fairfield road in accordance with the road standards in City's Vested Laws.

5.3.2.3 Following the completion of the requirements of Sections 5.3.2.1 and 5.3.2.2, Developer shall file an application and receive approval from the City Council to vacate the right-of-way for the portion of the Lehi-Fairfield Road that runs through the Project.

5.4 **Standard for Approval.** All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.5 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats or a Grading Permit have been approved by the City for the portion of the Project to be improved.

5.6 **Changes to Project.** No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Development Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made with the consent of City Planning Director prior to plat recording.

5.7 **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 Roads.

6.1.1 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Master Development Plan. Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of twenty-four (24) feet of asphalt. City may, in its discretion, require Developer to upsize roads. The City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of any upsized roads.

6.1.2 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the price per acre paid by Developer to acquire the subject land and shall reflect the pre-development, agricultural value of the land.

6.2 Utilities.

6.2.1 Offsite Sewer.

6.2.1.1 The sanitary sewer for the project will need to connect to a private sewer lift station in the southeast quadrant of the project and pump to the northeasterly corner of the Project, where sewer will gravity flow into the existing system in the Brandon Park Subdivision ("Lift Station"). This is anticipated to extend within the Willard Peak Drive right-of-way. Upsizing

of this sewer line may be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.2.1.2 The lift station plays a critical role in the infrastructure for the Rose Ranch utility services. To ensure its reliable operation and to mitigate future maintenance issues, it is imperative that all equipment is covered by a comprehensive warranty. This will also include all O&M&R. Developer shall provide a warranty on all mechanical and operating equipment associated with the Lift Station, which warranty shall remain in full force and effect until two (2) years after Buildout has occurred and the last home in the Project has been sold. The warranty shall cover all mechanical and operating components, including without limitation all pumps, motors, seals, vaults, control systems, and mechanical components. In cases of emergencies as reasonably determined by the City, Developer shall provide same day response times to warranty requests. In all other cases, Developer shall respond to warranty requests within two (2) business days.

6.2.2 **Offsite Water.** Some upsizing of water lines may be required of Developer in accordance with the City's master utilities plans. Developer shall receive approval of utility plans by the City Engineer prior to plat approval. The Reimbursable Costs for any upsizing beyond the size required by the Project itself will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.2.3 **Water Rights.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate to or purchase water rights from the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied. The City hereby agrees to reserve, sufficient water rights needed for the Project for purchase by the Developer prior to approval of a final plat for that portion of the Project.

6.3 **Easements.** Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.4 **Agreement to Cooperate.** Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.5 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's

current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur. The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

8. **DEFAULT.**

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

8.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

9. **DEVELOPER'S EXCLUSIVE REMEDY.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement, plus an award of reasonable attorney fees incurred by Developer in enforcing its rights under this Agreement if Developer is deemed to be the prevailing party in such enforcement action. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. ASSIGNABILITY. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed.

11.1 **Notice.** Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

11.2. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

11.3. **Assignees Bound by MDA.** Developer's assignees shall be bound by the terms of this MDA.

12. RECORDING OF AGREEMENT. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. SEVERABILITY. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. TIME OF PERFORMANCE. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

15. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect

health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. STATE AND FEDERAL LAW. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. NO WAIVER. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived.

18. ENTIRE AGREEMENT. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

19. APPLICABLE LAW. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

20. NOTICES. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

Edge Homes Utah, LLC
Steve Maddox
13702 S 200 W, Ste B12
Draper, UT 84020 with a copy to:

Edge Homes Utah, LLC
Paxton Guymon
13702 S 200 W, Ste B12
Draper, UT 84020

To the City:

City Recorder

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. HOLD HARMLESS. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business days prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. TITLE AND AUTHORITY. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission

(including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

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

DATED this _____ day of _____, 2024.

DEVELOPER (EDGE HOMES UTAH, LLC)

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
)ss.
COUNTY OF _____)

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of Edge Homes Utah, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this _____ day of _____, 2024.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

Approved as to form:

Marcus Draper, City Attorney

Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Land Use, Concept, and Phasing Plan (aka “Master Development Plan”)
- Exhibit C - Common Area Amenities
- Exhibit D - Notices of Decision

EXHIBIT A
(Legal Description of the Property)

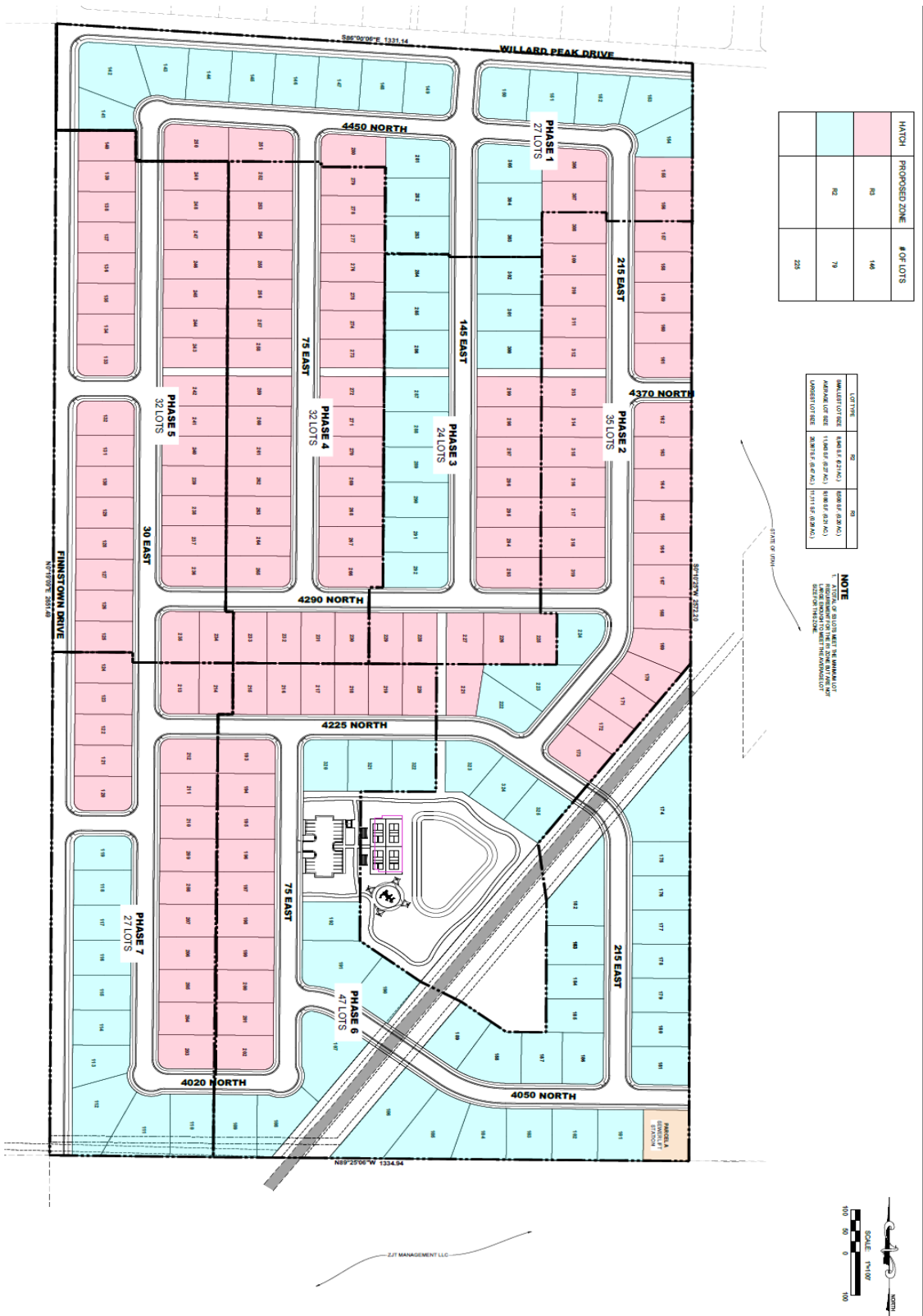
The West Half of the Southwest Quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian.

Also described as follows:

Beginning at the Southwest Corner of Section 11, T6S, R2W, S.L.B.&M.; thence N00°19'09"E along the section line 2,651.49 feet; thence S86°00'06"E along the quarter section line 1,331.14 feet; thence S00°10'25"W along the 1/16th line 2,572.20 feet; thence N89°25'06"W along the section line 1,334.94 feet to the point of beginning.

Contains: ±79.84 acres.

EXHIBIT B (Land Use, Concept, and Phasing Plan – “Master Development Plan”)



HATCH	PROPOSED ZONE	# OF LOTS
	R3	146
	R2	79
		229

LOT TYPE	R2	R3
SINGLE-UNIT LOT (SUE)	1 (4,211 S.F.)	1 (4,211 S.F.)
DOUBLE-UNIT LOT (DUE)	1 (8,422 S.F.)	1 (8,422 S.F.)
TRIPLE-UNIT LOT (TUE)	1 (12,633 S.F.)	1 (12,633 S.F.)

NOTE
1. THE TOTAL NUMBER OF LOTS IN THIS DEVELOPMENT IS 452 LOTS.
2. THE TOTAL NUMBER OF LOTS IN THIS DEVELOPMENT IS 452 LOTS.
3. THE TOTAL NUMBER OF LOTS IN THIS DEVELOPMENT IS 452 LOTS.

PROJECT INFORMATION

TOTAL PROJECT AREA: 78.54 ACRES
 TOTAL BUILDING AREA: 117,000 SQ. FT.
 TOTAL PARKING SPACES: 117
 TOTAL UNITS: 117
 TOTAL IMPROVEMENTS FROM PROPOSED: 117 ACRES

17

Exhibit C (Cont'd)



EXHIBIT D
(Notices of Decision)

Attached



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, regarding Residential Water Rights Requirements.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	City Staff

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

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, regarding Residential Water Rights Requirements.

BACKGROUND:

On January 16, 2024, the City Council approved an amendment to Table 16.35.130(a) Residential Water Rights Requirements. The table is also located in Section 13.20.250 Developments within the City, but the amendment did not update this Section of code. The proposed amendment replaces the table in Section 13.20.250 with a reference to Table 16.35.130(a).

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. ORD-EMMC 13.20.250 Water Rights Table
2. EMMC 13.20 Water Rights Table - REDLINES

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 13.20.250 DEVELOPMENTS WITHIN THE CITY, REGARDING RESIDENTIAL WATER RIGHTS REQUIREMENTS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, as described in Exhibit A
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 13.20 WATER AND SEWER

13.20.250 Developments within the city.

The city does not have sufficient water rights to supply the needs of new connections within the city limits and, therefore, those who apply for new connections to the city water system will be required to convey to the city municipal use water rights sufficient to accommodate the needs of the new connections.

A. Amount of Water Required. All persons desiring to connect to the city's water system within the city limits shall convey to the city title to water rights capable of use in the city water system in the amounts set forth in Table ~~13.20.250~~ 16.35.130(a) Residential Water Right Requirements. All rights shall be approved for municipal use without conditions of approval for municipal use which are beyond the normal control of the city, and shall be conveyed in accordance with this section.

~~Table 13.20.250~~

~~Residential Water Right Requirements (Updated per 2003 Evaluation)~~

Lot Sizes in Square Feet	Per Lot Irrigable Acreage	Outdoor Water Requirements (2.5 Acre-Foot/Acre)	Indoor Water Requirements	Total Water Right Per Lot Requirements
Less than 7,000	0.08	0.20	0.53	0.73
7,001 – 9,000	0.13	0.33	0.53	0.86
9,001 – 11,000	0.17	0.43	0.53	0.96
11,001 – 14,500	0.25	0.63	0.53	1.16
Multifamily	-	2.5-acre-feet/irrigable acre	0.383	-

~~Residential lots which exceed 14,501 square feet are required to dedicate an amount of water right calculated on a case-by-case basis after a review of the proposed use by the city engineer.~~

B. Additional Requirements. In addition to furnishing water rights, the developer/owner may be required to pay all costs required to construct the needed facilities to supply, store and distribute the water to the developer's project. Items of construction may include, but not be limited to, wells, storage reservoirs, spring development, pumps, pressure regulating stations, distribution lines, etc.

C. Time of Conveyance. The conveyance of title to required water rights shall be prior to recordation of a subdivision plat or record of survey approval by the city council of the site plan for single-owner multifamily projects, or for the development approval of nonresidential properties, at any time prior to the issuance of a building permit for the proposed nonresidential use. [Ord. [O-08-2004](#) § 1; Ord. [O-01-2004](#) § 1 (Exh. A § 4.25); Ord. [002](#) § 1 (Exh. A § 4.25)].

To: Mayor and City Council
From: Terrence A. Dela Peña – Finance/Management Analyst
Date: November 19, 2024
Subject: Proposed Stormwater Code and Rate Study 2024



BACKGROUND

Eagle Mountain City's current stormwater code includes outdated billing and Equivalent Residential Unit (ERU) calculations. The Stormwater Fee was last amended in 2022. Since then, rapid growth and aging infrastructure have presented challenges, particularly in managing runoff from certain areas in the city and ensuring system maintenance; this division is understaffed with three full-time employees. In response, city staff conducted a thorough review, proposing amendments to the stormwater code and evaluating a rate study to assess the financial needs in operations and addressing aging infrastructure needs in the next few years.

ANALYSIS

Key areas of focus in the proposed code include:

- **ERU Definition:** Adjustment of one ERU to equal 4,000 square feet of impervious surface (up from 2,500 sq. ft.). City Staff analyzed 250 random single-family housing units with small to big lot sizes and measured their impervious surface area. The average impervious surface area from 250 random housing units in our city was about 4,000 impervious surface area.
- **Fee Structure:** All residential users are paying 1 ERU, and non-residential users were paying either 1 ERU or nothing to the Stormwater Fee. To address this, all residential units will be assigned to 1 ERU, which equals 4,000 sq. ft. of impervious surface. All non-residential users shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel. The current stormwater Fee is \$8.25 per ERU.
- **Appeals Process:** Clear, structured appeals for adjustment or exemptions in stormwater charges, now incorporating a three-tier appeal process through the City Engineer, Public Works Director, and a final appeal to the City Council.



The Stormwater Division is in need of personnel and equipment to help them address the pressing issues in certain flooding areas, replace aging infrastructure, and develop an improvement and maintenance plan that will help the city to be in the best position when it comes to managing the stormwater system.

The updated rate study highlights the need for new personnel, such as stormwater jet operator, inspector, and technicians, along with critical equipment, including jet truck, camera truck, and skid steer.

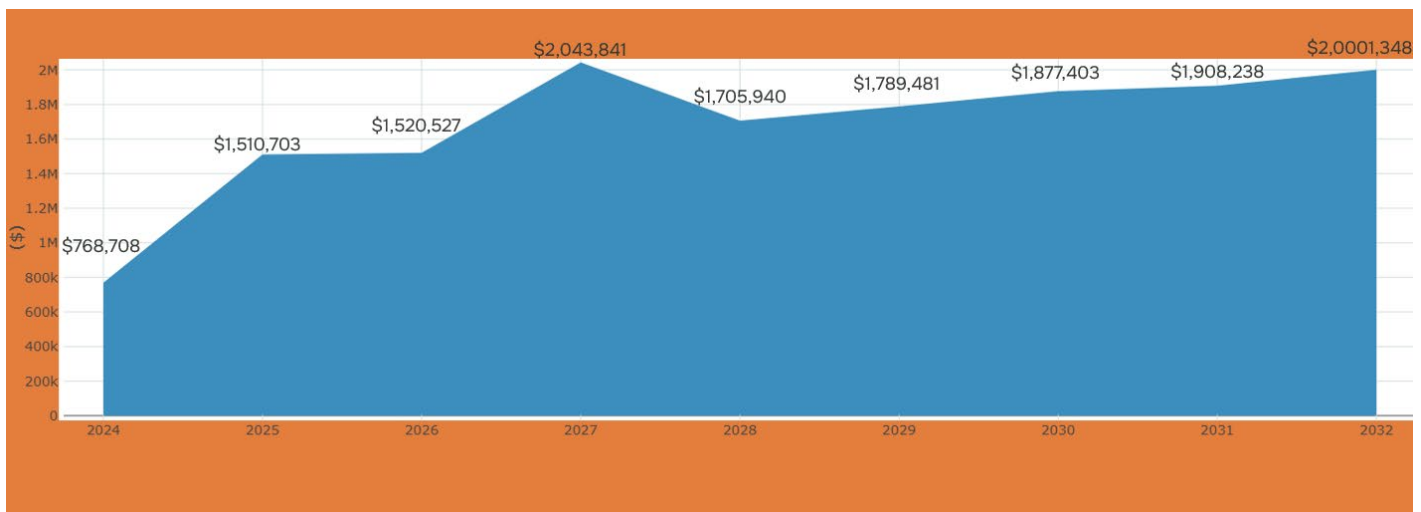
OPERATING & MAINTENANCE

This area chart shows Operating and Maintenance Expenses over a 9-year window for Eagle Mountain City, UT. We derive these expenses from actual historical data, plus projected expenses with an average inflation rate of 5%. The list of personnel and equipment needs is listed in Figure 1.

Figure 1 – Personnel & Equipment Needs



Figure 2 – Operation and Maintenance Costs



This chart shows the fiscal impact of adding new personnel and purchasing equipment for the Stormwater division. This is based on the current analysis of operational expenses. Be aware that this might change if, for example, there is a big expenditure item other than is expected or a fluctuating inflation rate that can trigger higher prices for equipment and materials.

CAPITAL EXPENSES

Eagle Mountain City is currently working on updating its Capital Improvement and Maintenance Plan and Master Stormwater Plan. As for this rate study, a few projects are identified, and once we have updated these plans, we will be able to put some of these costs in the model, which will help us find ways to fund these improvements needed in our city.

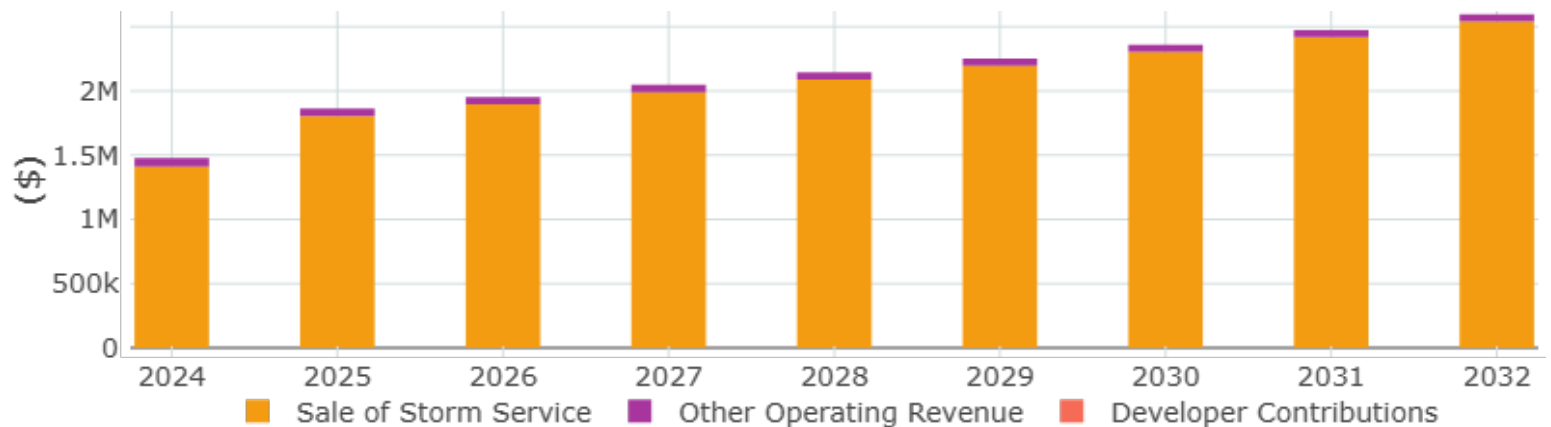
Figure 3 – Capital Expenses



REVENUES

This column chart shows the various sources of revenue for Eagle Mountain City, UT, and how they change over a 9-year period. Revenue predominantly comes from the Sale of Sewer Services which is the Stormwater Fee.

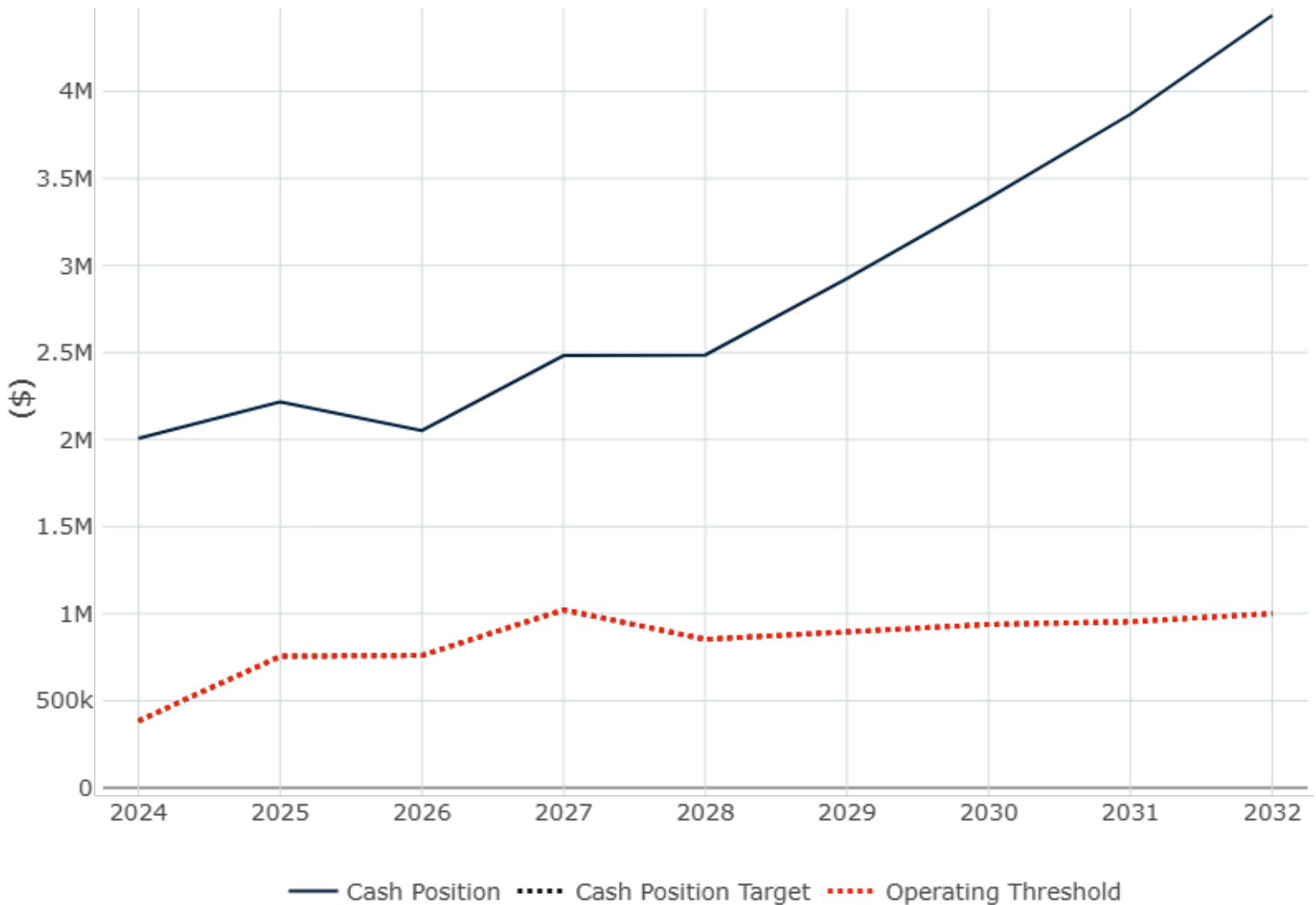
Figure 4 – Revenues



CASH POSITION

Based on expenses and revenues modeled over 9 years, the black solid line (Cash Position) in this chart indicates projected cash available to Eagle Mountain City, UT, over time. When the Cash Position line trends upward, that shows total revenues exceed the combined total of operating, capital, and debt service expenses for that year. When trending downward, the Cash Position line indicates the system receives less cash than it spends. We also show an Operating Threshold line, indicating the lowest cash levels allowed to operate the system.

Figure 5 – Cash Position

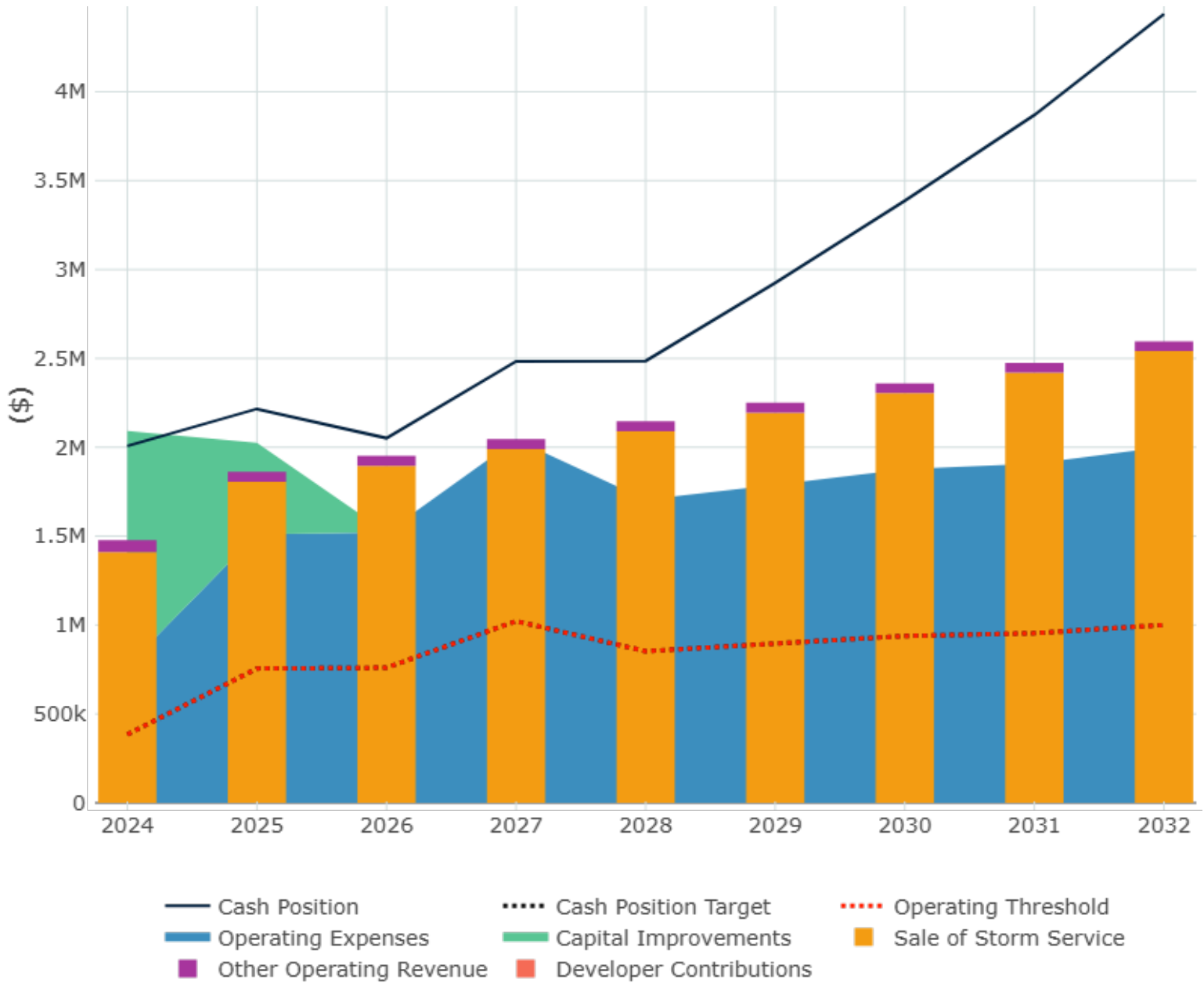


The Cash position shows the cashflows from year to year based on revenue and expense projections. Keep in mind that depreciation is not accounted for in this graph. It might show that we have an upward trend of cash flow, which is good in terms of managing the Stormwater Fund, but we still need to account for depreciation, which can help us fund the replacement of aging infrastructure and any maintenance measures the city needs to do with the stormwater system.

FINANCIAL MODEL

This dashboard for Eagle Mountain City, UT, shows a 9-year window with stacked expenses as area, revenue sources as columns, and various cash amounts as lines.

Figure 6 – Financial Model (Overall Picture)



By evaluating the Stormwater Fund, adding new personnel and equipment requests will be covered by the current Stormwater Fee of \$8.25 per ERU. These new costs will be covered by the potential; revenue that will be generated from the payments of non-residential users. This will ensure that both residential and non-residential users will be able to pay their fair share when it comes to balancing the operational and maintenance costs for the Stormwater system.

OPTIONS

1. Approve the recommended code changes and rate structure: Ensure sufficient funding and update the code to meet the city's stormwater needs.
2. Amend the code changes and rate structure: Potential adjustments could be made based on Council feedback, which may require further analysis to ensure revenue adequacy.
3. Decline the code changes and rate study approval: Continuing under the current code and rates may underfund critical infrastructure and personnel needs, potentially impacting service quality and long-term system management.

RECOMMENDATION

Staff recommends that the City Council adopt the proposed changes to Eagle Mountain City's Stormwater Code and approve the updated rate structure as outlined in the recent Stormwater rate study.

ITEMS FOR CONSIDERATION

The proposed Stormwater Code amendments and rate study aim to find ways to meet the personnel and equipment needs of the Stormwater division. In our analysis, we find that developing fair and equitable rates that will be shared by residential and non-residential users will be able to cover the requested items.

Even though the financial model shows a good trend, the scope of the model only covers the operations and maintenance expenses. We will need to re-evaluate this rate study once we get more information on the Stormwater Master Plan and Improvement and Maintenance Plan which can impact our Financial Model with projected capital expenses.



ORDINANCE NO. O-____-2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
CHAPTER 13.75 EAGLE MOUNTAIN CITY STORM WATER ORDINANCE**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance, as described in Exhibit A
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 13.75
EAGLE MOUNTAIN CITY STORM WATER ORDINANCE

13.75.030 Definitions.

...

O. “Equivalent residential unit (ERU)” means a configuration of development, or impervious surfaces on a parcel, contributing runoff to the city’s storm water system or which represents the estimated use of the system that is approximately equal to that contributed by a single-family residential parcel. A single-family residential parcel has been determined to contain an average of ~~2,500~~ 4,000 square feet of impervious surface. One ERU is equal to ~~2,500~~ 4,000 square feet of impervious surface area.

P. “General construction storm water permit” means a permit required by the Utah Department of Environmental Quality, Division of Water Quality.

Q. “Hot spot” or “priority area” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in storm water.

R. “Illicit connections” means illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system.

S. “Illicit discharge” means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted.

T. “Impervious surface” means any hard surface, other than an undisturbed natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface at a rate or quantity greater than that of the natural surface. Common impervious surfaces include, but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, and storage areas.

~~T~~U. “Irrigation ditches” means gravity irrigation ditches used by irrigation shareowners having a right of water passageway by ROW, easement or prescription.

...

13.75.070 System of rates and charges. Stormwater Utility Fee.

A. ~~Imposed. There are hereby imposed~~ A storm water ~~service~~ utility fee ~~rates and charges~~ is imposed on each ~~developed~~ parcel of real property within the city ~~with~~ impervious surfaces that contribute runoff or benefit from the storm water system.,~~except~~ This ~~excludes~~ governmentally-owned streets and storm water facilities operated and maintained by ~~the city, county, or state for, the county~~. The charges shall fund the administration, planning, design, construction, water quality program~~ings~~, operation, maintenance, and repair of existing and future storm water facilities.

B. ERU. The fee shall be based on the number of equivalent residential units (ERU) contained in the parcel. One (1) ERU equals 4,000 square feet of impervious surface area. The fee shall be established and periodically adjusted by ordinance or resolution and will be listed on the Eagle Mountain City Consolidated Fee Schedule.

C. Calculation. Each residential unit shall be assigned one (1) ERU and shall pay a base rate of one (1) ERU. All non-residential parcels shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel.

~~Unless otherwise set forth in the city's consolidated fee schedule, the utility's storm water service charges are as follows:~~

~~1. Single-family residential parcels shall constitute one ERU and are charged \$3.00 per month.~~

~~2. Multifamily parcels including zero lot line subdivisions and condominium units shall constitute 0.75 ERUs per residence and are charged \$2.25 per month.~~

~~3. Undeveloped Parcels. Undeveloped parcels shall have no charges assessed against such parcels.~~

~~4. Other Parcels. The charge for all other developed parcels shall be based upon the total square feet of parcel area surface multiplied by 0.75, which shall be rounded to the nearest whole number to calculate serviced acreage. One ERU is equal to 0.75 acres of serviced area. The actual total monthly service charge shall be determined by multiplying the total ERUs of serviced area for a parcel by the monthly rate of \$3.00.~~

~~5. Credit for On-Parcel Mitigation. Nonresidential parcels having constructed on-parcel storm water detention or retention facilities are eligible for a pro rata service reduction to the owner of the parcel upon demonstrating that the amount of storm water actually released from the parcel to the city system is no greater than the amount released from a residential dwelling unit.~~

~~6. Nonservice Abatement. A parcel which is not directly served by the storm water utility shall be entitled to an abatement of the service charge for said parcel. In order to receive such abatement, the owner, or the owner's agent, shall apply, in writing, to the public works director, or the director's designee. [Ord. O-20-2022 § 2 (Exh. A); Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].~~

13.75.090 Appeal of charges: for Exemptions or Credits.

A. Appeals to Be in Writing. Any person or entity believing that calculations for assigning ERUs were performed erroneously may express such belief to the City Engineer. Such expressions shall be submitted in writing and shall include a survey prepared by a registered land surveyor or professional engineer showing the total property area of the parcel, the impervious surface area of the parcel, and other features or conditions that may influence the hydrologic response of the property. The City Engineer or designee shall work with the person or entity to resolve the issue.

B. Appeal to Public Works Director. If the resolve cannot be reached by the City Engineer or designee, an appeal may be made to the Public Works Director. The appeal shall be in writing and shall be made within ten (10) days of the City Engineer's adverse decision. The Public Works Director may decide to hold a hearing for the appeal or may resolve the appeal based upon written submissions. The Public Works Director shall decide the appeal within ten (10) days of the receipt of the appeal.

C. Appeal to City Council. If the person or entity is not satisfied with the decision of the Public Works Director, a further appeal may be taken to the City Council. The decision of the City Council shall be final and binding on all parties.

~~A Single-family and duplex parcels larger than 0.25 gross acres, but having less than 3,000 square feet of impervious surface, may request a reduction of service charges to the level of \$3.00 per month.~~

~~B. Any owner or person who considers the city's storm water utility fee charge applied to their parcel to be inaccurate, or who otherwise disagrees with the utility~~

~~rate determination, may apply to the director for a service charge adjustment. Such a request shall be in writing and state the grounds for such an appeal.~~

~~C. Any appeal under this chapter shall be filed in writing no later than 20 days after said billing. Any subsequent appeal shall be brought within 20 days after the date of the appealed decision.~~

D. Right to Judicial Review ~~C.~~ Nothing in this chapter shall be construed to grant a right to judicial review which does not otherwise exist at law. [Ord. [O-20-2022](#) § 2 (Exh. A); Ord. [O-02-2014](#) (Exh. A); Ord. [O-14-2010](#) § 1 (Exh. 1)].

13.75.100 Storm water permits.

A. Unless waived by the city engineer **and Public Works Director in writing** because the city engineer determines there will be no impact to the city's storm water system, every developer, property owner or business will be required to obtain a storm water permit from the city engineer in the following cases:

1. Land disturbing activity generally disturbs one or more acres of land;
2. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land;
3. Land disturbing activity of less than one acre of land, if in the discretion of the city engineer such activity poses a unique threat to water, or public health or safety;
4. Land disturbing activity that requires or involves the creation and use of borrow pits;
5. Development of a single-family home;
6. Processing of earthen materials such as top soil and gravel screening;
7. Land disturbing activity that requires the creation of an on-site storm water management facility or off-site storm water management facility to control stormwater;
8. Construction of parking lots or other similar impervious surfaces that are greater than one-tenth acre.

13.75.110 Storm water system design and management standards.

...

F. Maintenance Agreement. The owner of property served by an on-site storm water management facility must execute a maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

1. Assign responsibility for the maintenance and repair of the storm water facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
2. Provide for an ~~annual~~ inspection ~~for the purpose of to documenting document~~ maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner shall arrange for this inspection to be conducted by ~~the city's public works department to perform the inspection every two years or by~~ a qualified inspector, as defined by the Utah Division of Water Quality, who will submit a sealed report of the inspection to the city engineer. ~~If available, a property owner may elect to have the city's public works department perform the annual inspection. Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the city fee schedule.~~

...

13.75.140 Existing locations and developments.

...

D. Business License. Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a storm water management plan and a management agreement. ~~Upon annual business license renewal, T~~the on-site storm water management facility shall be inspected by ~~the city's public works department or by~~ a registered storm water inspector in the state of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the city public works department ~~every two years and will be valid within two consecutive years for business license renewal. If available, a property owner may elect to have the city's public works department perform the annual inspection.~~

~~Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the city fee schedule.~~ Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the public works department. If the property is not maintained or repaired within the prescribed schedule, the public works department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, the cost of performing the maintenance may be filed as a lien against the property.

Chapter 13.75
EAGLE MOUNTAIN CITY STORM WATER ORDINANCE

13.75.030 Definitions.

...

O. “Equivalent residential unit (ERU)” means a configuration of development, or impervious surfaces on a parcel, contributing runoff to the city’s storm water system or which represents the estimated use of the system that is approximately equal to that contributed by a single-family residential parcel. A single-family residential parcel has been determined to contain an average of 4,000 square feet of impervious surface. One ERU is equal to 4,000 square feet of impervious surface area.

P. “General construction storm water permit” means a permit required by the Utah Department of Environmental Quality, Division of Water Quality.

Q. “Hot spot” or “priority area” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in storm water.

R. “Illicit connections” means illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system.

S. “Illicit discharge” means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted.

T. “Impervious surface” means any hard surface, other than an undisturbed natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface at a rate or quantity greater than that of the natural surface. Common impervious surfaces include, but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, and storage areas.

U. “Irrigation ditches” means gravity irrigation ditches used by irrigation shareowners having a right of water passageway by ROW, easement or prescription.

...

13.75.070 Stormwater Utility Fee.

A. **Imposed.** A storm water utility fee is imposed on each developed parcel of real property within the city with impervious surfaces that contribute runoff or benefit from the storm water system. This excludes governmentally-owned streets and storm water facilities operated and maintained by the city, county, or state. The charges shall fund the administration, planning, design, construction, water quality programs, operation, maintenance, and repair of existing and future storm water facilities.

B. **ERU.** The fee shall be based on the number of equivalent residential units (ERU) contained in the parcel. One (1) ERU equals 4,000 square feet of impervious surface area. The fee shall be established and periodically adjusted by ordinance or resolution and will be listed on the Eagle Mountain City Consolidated Fee Schedule.

C. **Calculation.** Each residential unit shall be assigned one (1) ERU and shall pay a base rate of one (1) ERU. All non-residential parcels shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel.

13.75.090 Appeal of charges for Exemptions or Credits.

A. **Appeals to Be in Writing.** Any person or entity believing that calculations for assigning ERUs were performed erroneously may express such belief to the City Engineer. Such expressions shall be submitted in writing and shall include a survey prepared by a registered land surveyor or professional engineer showing the total property area of the parcel, the impervious surface area of the parcel, and other features or conditions that may influence the hydrologic response of the property. The City Engineer or designee shall work with the person or entity to resolve the issue.

B. **Appeal to Public Works Director.** If the resolve cannot be reached by the City Engineer or designee, an appeal may be made to the Public Works Director. The appeal shall be in writing and shall be made within ten (10) days of the City Engineer's adverse decision. The Public Works Director may decide to hold a hearing for the appeal or may resolve the appeal based upon written submissions. The Public Works Director shall decide the appeal within ten (10) days of the receipt of the appeal.

C. **Appeal to City Council.** If the person or entity is not satisfied with the decision of the Public Works Director, a further appeal may be taken to the City Council. The decision of the City Council shall be final and binding on all parties.

D. Right to Judicial Review Nothing in this chapter shall be construed to grant a right to judicial review which does not otherwise exist at law. [Ord. [O-20-2022](#) § 2 (Exh. A); Ord. [O-02-2014](#) (Exh. A); Ord. [O-14-2010](#) § 1 (Exh. 1)].

13.75.100 Storm water permits.

A. Unless waived by the city engineer **and Public Works Director in writing** because the city engineer determines there will be no impact to the city's storm water system, every developer, property owner or business will be required to obtain a storm water permit from the city engineer in the following cases:

1. Land disturbing activity generally disturbs one or more acres of land;
2. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land;
3. Land disturbing activity of less than one acre of land, if in the discretion of the city engineer such activity poses a unique threat to water, or public health or safety;
4. Land disturbing activity that requires or involves the creation and use of borrow pits;
5. Development of a single-family home;
6. Processing of earthen materials such as top soil and gravel screening;
7. Land disturbing activity that requires the creation of an on-site storm water management facility or off-site storm water management facility to control stormwater;
8. Construction of parking lots or other similar impervious surfaces that are greater than one-tenth acre.

13.75.110 Storm water system design and management standards.

...

F. Maintenance Agreement. The owner of property served by an on-site storm water management facility must execute a maintenance agreement that shall

operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

1. Assign responsibility for the maintenance and repair of the storm water facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
2. Provide for an inspection **to document** maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner shall arrange for this inspection to be conducted by **the city's public works department to perform the inspection every two years or by** a qualified inspector, as defined by the Utah Division of Water Quality, who will submit a sealed report of the inspection to the city engineer.

...

13.75.140 Existing locations and developments.

...

D. Business License. Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a storm water management plan and a management agreement. The on-site storm water management facility shall be inspected by **the city's public works department or by** a registered storm water inspector in the state of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the city public works department **every two years and will be valid within two consecutive years for business license renewal**. Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the public works department. If the property is not maintained or repaired within the prescribed schedule, the public works department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, the cost of performing the maintenance may be filed as a lien against the property.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Chapter 17.46 Transfer of Development Rights Overlay Zone.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING

Yes

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Chapter 17.46 Transfer of Development Rights Overlay Zone.

BACKGROUND:

The City adopted the creation of a Transfer of Development Rights code as one of its moderate income housing strategies. This code would create an overlay zone to allow for increased density in the receiving zone in exchange for a conservation easement in the sending zone. This would allow the City to preserve open space and sensitive lands without having to use taxpayer funds while simultaneously allowing for more housing in other less sensitive areas.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. ORD--EMMC 17.46 TDR Overlay Zone
2. EMMC 17.46 TDR Overlay Zone - PROPOSED

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN MUNICIPAL CODE TO ENACT CHAPTER 17.46
TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code to enact Chapter 17.46 Transfer of Development Rights Overlay Zone, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code to enact Chapter 17.46 Transfer of Development Rights Overlay Zone, as described in Exhibit A
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

CHAPTER 17.46

TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE

17.46.010 General purpose.

The purposes of the Transfer of Development Rights Program, or TDR Program, include, but are not limited to:

1. Protecting and enhancing private property rights by enabling the transfer of potential development rights.
2. Maintaining the natural beauty of Eagle Mountain City.
3. Promoting the public health, safety, and general welfare of Eagle Mountain City residents by establishing procedures, methods, and standards for the transfer of development rights.
4. Establishing a procedure enabling Eagle Mountain City and its landowners to voluntarily sever development rights from a Sending Property.
5. Establishing procedures for the formal transferring of development rights from a Sending Property, tracking those, and then to establish the use of those transferred development rights on a Receiving Property.
6. Establishing certain incentives for attaching development rights to relevant receiving properties.
7. Preserving open space, scenic views, agricultural, riparian and critical/sensitive lands.
8. Protecting lands, resources and structures of aesthetic, architectural, recreational, and historic significance.

9. Assisting in shaping the character and direction of the development of Eagle Mountain City.

Through the TDR program, development rights can be separated from the real property they are attached to and can be used or sold separately from the land itself. The following chapter provides a mechanism for landowners to transfer unused development rights to another property that could benefit from the rights

17.46.020 Definitions.

A “**Conservation Easement**” is an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

“**Constrained and Sensitive Land**” is land which is unbuildable under the Eagle Mountain Municipal Code, or land which contains any of the following features: Federal, State, or municipally designated wetlands, water bodies, washes, floodplains, slopes greater than 25%, faults, canals, and other geologically or environmentally sensitive features that require mitigation, special insurance, or permits from government authorities to allow development.

A “**Deed of Severance**” is an instrument executed by a property owner and Eagle Mountain City by which development rights are severed from a Sending Property. A Deed of Severance shall be combined with a Conservation Easement.

A **“Deed of Transfer”** is made by the owner of a development right, transferring development rights from a Sending Area to a Receiving Property.

“Determination of Eligibility” is the process performed by the Planning Director or a designee that determines the number of Transferable Development Rights that may be transferred from a Sending Property.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“Net Buildable Land” shall include the total area of the proposed development minus land that is Constrained and Sensitive Land.

A **“Receiving Area”** is an area zoned with the Transfer of Development Rights Receiving Overlay Zone and where purchased development rights may be used in accordance with this chapter.

A **“Receiving Property”** is a lot or parcel within a Receiving Area and within which Development Rights are increased pursuant to a Transfer of Development Rights affixed to the lot or parcel.

A **“Sending Area”** is an area zoned with the Transfer of Development Rights Sending Overlay Zone and is authorized to have Development Rights severed and transferred to a Receiving Area in accordance with this chapter.

A **“Sending Property”** is a lot or parcel within a Sending Area from which Development Rights are authorized to be severed.

“Severance of Development Rights” is the process by which development rights from a Sending Property are severed pursuant to this chapter.

“Transfer of Development Rights” is the process by which development rights from a Sending Property are affixed to one or more receiving properties.

A **“Transfer of Development Rights Certificate or TDR Certificate”** is a certificate issued by the Eagle Mountain Planning Director or designee that indicates a number of Transferable Development Rights Credits that have been authorized for a Sending Property, which may be transferred to a Receiving Property.

17.46.030 Sending Properties and Areas.

A. The following uses are permitted within Sending Areas after a Deed of Severance and Conservation Easement is recorded. Uses other than those listed below are prohibited:

1. Agricultural and horticultural uses, including grazing of animals in compliance with State and Federal Animal Land Use Regulations, raising crops, wholesale nurseries, and associated buildings that are specifically needed to support active, viable, and permitted agricultural and horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this title.
2. Public rights of way and easements, including recreational trails.
3. Commercial horse riding, training and boarding stables.
4. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.
5. One (1) single-family dwelling and one Accessory Dwelling Unit on parcels with 5 or more acres.
6. Municipal facilities required for local service and/or recreation needs.

7. Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conserved land.
8. Restoration, maintenance, enhancement of native vegetation.
9. Publicly accessible recreational lands and facilities including trails, parks and natural lands.
10. Agritourism.
11. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.

B. Sending Areas shall meet all of the following criteria:

1. Sending Areas are property that have been zoned with the Transfer of Development Rights Sending ("TDR-S") Overlay Zone, in which the overlay zone confers special rights and obligations as set forth in this chapter in addition to the underlying zoning regulations. Once a Deed of Severance and Conservation Easement is recorded, no uses other than those expressly permitted herein are permitted, regardless of the underlying zoning.
2. The TDR-S Overlay Zone may be applied to agricultural lands and open spaces as shown on the Official Zoning Map of Eagle Mountain City.
 - a. For agricultural parcels, Sending Areas shall be no smaller than ten (10) acres.
 - b. For planned City parks or areas of historical significance, Sending Areas shall be no smaller than five (5) acres.
 - c. Connecting parcels smaller than the minimum requirements may be considered on a case-by-case basis by the City Council.

3. A property owner may apply to have their property be designated as a Sending Area and rezoned to receive the TDR-S Overlay Zone through the City's rezoning process set forth in EMMC Chapter 17.90.

4. Where a property is partially contained within a Sending Area, only the portion of the property contained within the Sending Area may be used for the purposes of determining the number of Transferable Development Rights ("TDR") credits.

5. A Deed of Severance and a Conservation Easement shall be recorded on the Sending Area property from which potential Development Rights were severed, and the property may thereafter only be used as outlined in this chapter. The Conservation Easement requires the formal commitment from the City for long term management of the Sending Property or, if the City declines to manage the Sending Property, from a non-profit or Land Trust. All applicable fees, including stewardship fees, for the transfer must be paid by the applicant prior to recording the Deed of Severance and Conservation Easement.

6. Any landowner within the TDR-S Overlay Zone may apply to have TDR Credits calculated and created for their property based on formulas contained herein. The entire property shall be submitted for calculation of TDR Credits at the time of application with the City.

7. All properties owned by the State or Federal agencies and existing conservation subdivisions shall not be eligible for TDR credits or severance of potential development rights.

- a. All other Sending Areas and property within the TDR-S Overlay Zone are eligible for a Determination of Eligibility.

17.46.040 Determination of Transferable Development Rights.

A. Determination of Transferable Development Rights.

1. The Planning Director or designee shall establish and maintain a system for monitoring the determination, severance, ownership, assignment, and transfer of development rights.

2. The record owner of property within the TDR-S Overlay Zone shall file a Determination of Eligibility Application, with an associated fee, to determine the number of TDR Credits available to be severed from a Sending Property shall be filed with the City.

3. The following information shall accompany the application for a Determination of Eligibility:

a. A map that includes the following:

1. The boundary map of the subject property.
2. A legal description including the acreage of the property.
3. Current zoning.

b. Current use of the property.

c. Title policy or title documentation.

d. Applicable fees.

e. Annexation status, if applicable.

B. The Planning Director shall, in accordance with the standards set forth in this chapter, determine the number of TDR Credits using the following formula and rounded to the nearest whole number:

1. Where TDR means the number of Transferable Development Rights credits:

- a. “A” means the total Net Buildable Area (acres) of the property.
 - b. “B” means the allowable potential units per acre on an agricultural property based on the Eagle Mountain City Future Land Use Map, infrastructure requirements for any potential development, and open space requirements.
2. For property designated as Foothill Residential, Neighborhood Residential One, Neighborhood Residential Two, or Neighborhood Residential Three on the Future Land Use Map, $TDR = A \times B$.
3. For land designated as Open Space on the Eagle Mountain City Future Land Use Map, the per acre TDR credits shall be 3.

17.46.050 Severance of Development Rights.

A. The Severance of Development Rights shall be subject to the following conditions:

1. Any proposed severance of Development Rights may be initiated only upon application (Eligibility Application) to the City by the record owners, or their agents, of the Sending Property. Once the Determination of Eligibility is completed, a TDR Certificate shall be issued to the applicant. The issuance of a TDR Certificate alone does not constitute a Severance of Development Rights, and no Development Rights can be transferred solely on the basis of a TDR Certificate.
2. The City may not require property owners to sever development rights as a condition of any development of any property.
3. A Severance of Development Rights occurs after the owner of the Sending Property receives a signed TDR Certificate with the number of allotted TDR credits from the City and records a Deed of Severance. The Deed of Severance

must transfer development rights to one or more parties, which may include the grantor, and may, but is not required to, vest development rights to one or more receiving properties.

4. The Deed of Severance must be executed by the property owners of the development rights being severed, and by any lien holders of such property.

5. No Deed of Severance may be recorded under this ordinance unless the Deed of Severance contains a copy of the TDR Certificate signed by the City indicating the number of TDR credits being severed.

6. The Deed of Severance must contain a Conservation Easement, both of which shall run with the land and must assure that the prohibitions against the use and development of the Sending Property will bind the landowner and every successor in interest to the landowner. Such Conservation Easements shall include a legally binding commitment letter from the City, unless the City declines to manage the Sending Property in which case the commitment letter shall be from a nonprofit or local Land Trust.

7. The Deed of Severance and Conservation Easement shall be recorded in the office of the Utah County Recorder. Upon recordation of the Deed of Severance:

a. The TDR credits are severed from the Sending Property.

b. The Conservation Easement shall be in compliance with the permitted uses in the Transfer of Development Rights Sending Overlay.

17.46.060 Receiving Areas Identified.

A. Permitted Uses in Receiving Areas are limited to those uses which are permitted in the underlying zoning districts or as modified below.

B. For Permitted Uses that include written additional standards, such standards shall still apply to the TDR program.

C. Receiving Area Qualifications:

1. A property owner may apply to have their property be designated as a Receiving Area and rezoned to receive the Transfer of Development Rights Receiving ("TDR-R") Overlay Zone through the City's rezoning process set forth in EMMC Chapter 17.90.

2. Upon rezone Receiving Areas shall be designated on the Official Zoning Map of Eagle Mountain City and shall function as overlay zones, such that all the provisions of the underlying zone shall apply, unless altered by the provisions of the overlay.

3. Where a property is partially contained within a Receiving Area, only the portion of the property contained within the Receiving Area may be used for the purposes of applying transferable development rights credits ("TDR credits").

4. When considering whether to rezone a property with the TDR-R Overlay Zone, the Planning Commission and City Council, in accordance with the City Code, shall consider the ability of the property, utilities, nearby roadway networks, transportation system capacities and options, and other land use characteristics to accommodate additional density on the property.

5. A Receiving Property that brings TDR credits to their property may only use the development rights permitted in accordance with the existing zoning regulations applicable to the Receiving Property and as shown in the table below:

Base Zoning	Base Density	Allowable Density Increase of the Receiving Area
Single Family Residential Zones (Defined as R-1, R-2, R-3, R-C, FR Zones in Title 17 of the Eagle Mountain Municipal Code)	As per zone based on average lot size requirements	Up to a 25% decrease in average lot size requirements.
MF-1 Zone	10 units per acre	Up to 12.5 units per acre
MF-2 Zone	20 units per acre	Up to 25 units per acre

6. The City shall require 1 TDR Credit per every half-acre of Receiving Property.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Fourth Amendment to the 2024-2025 Fiscal Year Annual Budget.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING

Yes

PREPARED BY

Kimberly Ruesch, Administrative
Services Director

PRESENTED BY

Kimberly Ruesch

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Approving the Fourth Amendment to the 2024-2025 Fiscal Year Annual Budget.

BACKGROUND:

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. ORD--FY 2025 Budget Amendment #4
2. FY 2025 Budget Amendment #4

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET (FOURTH AMENDMENT)

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2024-2025; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

BE IT ORDAINED by the City Council of Eagle Mountain City:

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered and that the Council may consider and amend the budget of Eagle Mountain City as follows:

2. “FISCAL YEAR” means that year which began on the first day of July, 2024, and ends on the last day of June, 2025.

3. APPROPRIATIONS. The budget set and adopted by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget ordinance, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Ordinance shall be effective for fiscal year 2024-2025.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of December, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Budget Amendment Worksheet

December 3, 2024

<u>Fund Name</u>	<u>Expense</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
General Fund					
Executive	10-11-41310	\$ 18,000	\$ 35,951	\$ 17,951	Increase for MAG Assessment
Facilities	10-19-41950-7552	\$ 50,000	\$ 70,000	\$ 20,000	Office Furniture
Facilities	10-19-41950-4261	\$ 11,545	\$ 14,845	\$ 3,300	Software upgrade for door access badge readers
Information Technology Services	10-19-41955-4531	\$ 172,500	\$ 176,525	\$ 4,025	Technical support services for switch to .gov domain.
Information Technology Services	10-19-41955-7412	\$ 183,950	\$ 190,950	\$ 7,000	Network system infrastructure upgrades
Planning	10-32-41800-4261	\$ 59,965	\$ 83,868	\$ 23,903	Additional licenses for OpenGov and professional services for API connection
Building Inspections	10-33-42420-7412	\$ -	\$ 20,000	\$ 20,000	Replacement of computer equipment used in the field by inspectors

Subtotal General Fund:

\$ 96,179

Enterprise Funds

Storm Water	Personnel			\$ 138,500	Prorated cost to add 3 full-time and 1 seasonal
Storm Water	Equipment			\$ 75,000	Skid Steer

Subtotal Enterprise Funds:

\$ 213,500

Internal Service Fund

Fleet	Vehicles			\$ 1,495,000	Storm Water F-150; F-550 w/dump bed; Jet Truck; Sweeper; Camera Truck
-------	----------	--	--	--------------	---

Subtotal Internal Service Fund:

\$ 1,495,000

<u>Fund Name</u>	<u>Expense</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
Special Revenue Funds					
Water Impact Fees	Well #7 Phase 2	\$ 3,000,000	\$ 3,800,000	\$ 800,000	Additional project funding toward parallel water line from Unity Pass Booster Station to Lake Mt. Rd.

Subtotal Special Revenue Funds:

\$ 800,000

Total Increase(Decrease):

\$ 2,604,679



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
DECEMBER 3, 2024**

TITLE:	Water Conservation Plan
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

Yes

PREPARED BY

Terrence Dela Peña, Finance
Analyst
Jordan Nielson
Natalie Winterton, Grants
Coordinator/Management
Analyst

PRESENTED BY

Jones & DeMille Engineering

RECOMMENDATION:

Staff recommends that the City Council approve Eagle Mountain City's Water Conservation Plan to help promote smarter ways of using water and help ensure future generations will have access to water.

BACKGROUND:

The Utah Water Conservation Act of 1998 requires municipalities that operate water systems to establish and update a water conservation plan every five years. The City's water conservation plan was last updated and approved in 2019. The plan includes water conservation goals and strategies to help reduce water consumption. Jordan & DeMille Engineering was contracted to do the update. They analyze data regarding water sources, capacity, and projected water connections based on the population growth of the City.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. RES--Water Conservation and Management Plan
2. Water Conservation and Management Plan

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING AN AMENDED WATER CONSERVATION AND MANAGEMENT PLAN FOR EAGLE MOUNTAIN CITY

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to adopt an amended Water Conservation and Management Plan for Eagle Mountain City, as set forth in Exhibit A.

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

1. The Water Conservation and Management Plan is hereby adopted, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY



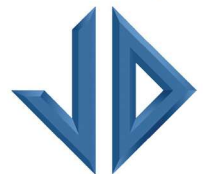
WATER CONSERVATION AND MANAGEMENT PLAN

November 26, 2024

Project #: 2409-056



Prepared by:



**Jones & DeMille
Engineering**

www.jonesanddemille.com
1.800.748.5275

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1. INTRODUCTION

Water conservation in the state of Utah is an issue of utmost importance to both citizens and leaders. In recent years, the intense drought throughout the state and the dropping water levels of the Great Salt Lake have brought much larger awareness to all Utahns on the need for water conservation. The state continues to experience rapid growth, which results in increased water needs. Concern over these issues has also been demonstrated by the state legislature session and the Utah Water Conservation Plan Act (Section 73-10-32 Utah Code Annotated). The act requires water conservancy districts and water systems with over 500 culinary connections to file a water conservation plan with the Utah Board of Water Resources and update it every five years. This plan is equally beneficial to the Central Utah Water Conservancy District which wholesales water to Eagle Mountain City. The plan demonstrates the measures being taken to allow them to continue to provide water to supplement the Eagle Mountains system demands.

The following water conservation plan has been prepared to comply with the Utah Water Conservation Act mentioned above and addresses the challenges associated with the continual rapid growth and the increased water requirements for Eagle Mountain City. The plan also identifies current conservation measures and outlines new measures designed to reduce per capita water use, better educate water users, and reuse water.

2. DEFINITIONS

CUWCD Central Utah Water Conservancy District

DDW Division of Drinking Water

psi pounds per square inch

gpm gallons per minute

SSA South Service Area

WHSA White Hills Service Area

ERC Equivalent Residential Connection

IFFP Impact Fee Facilities Plan

MG Million Gallons

PRV Pressure Reducing Valve

NSA North Service Area

IFC International Fire Code

AMI Advanced Metering Infrastructure

LOS Level of Service

3. DESCRIPTION

3.1. LOCATION

Eagle Mountain City is located in the Cedar Valley near the northern end of Utah County. Eagle Mountain city is west of Saratoga Springs, east of Cedar Fort, and South of Camp Williams. The city is at an elevation of 5,050 feet and has a total area of 53 square miles.

The city currently provides water to customers in Eagle Mountain and the White Hills area. For discussion purposes, the City's current service area has been broken into 3 areas: White Hills (WHS), North (NSA), and South (SSA) (Figure 1).

3.2. CLIMATE

As with many surrounding Utah County communities, Eagle Mountain City has a semi-arid or steppe climate due to its location between the deserts to the west and the higher mountains to the east. The average annual temperature in the area ranges from a low of 11°F in January to a high of 90°F in July. The region averages 13.49 inches of precipitation, with 35.4 inches of snow each year (Western Regional Climate Center 2024).

4. SYSTEM PROFILE

4.1. EXISTING SYSTEM

Eagle Mountain City provides water to customers of all three service areas within the city, namely: North, South, and White Hills (see Figure 1 for the location of each service area).

The current information reported to the Division of Water Rights shows there are currently a total of 14,962 connections with the City's system, a majority of which are residential. Of these connections there are:

- 78 commercial units,
- 38 industrial units,
- 45 churches and schools, and
- several open space connections.

The city is divided into eight pressure zones, including three in the White Hills service area. The water for the pressure zones is supplied by nine tanks, which total 13.3 MG of storage. The system is supplied by five City owned wells, one of which is not operational due to poor water quality, and wholesale water from the CWP pump station (owned the CUWCD). The locations of the tanks and wells are shown in Figure 1.

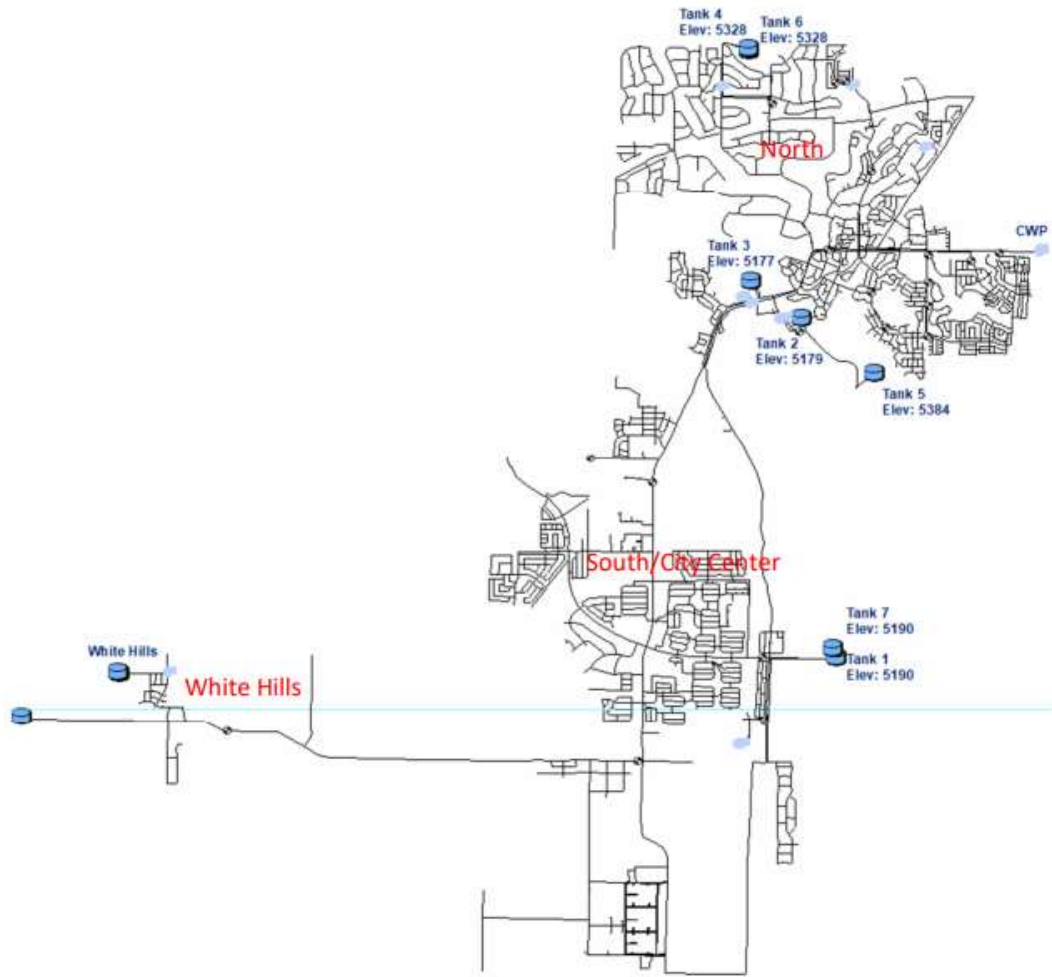


Figure 1. Existing System (IFFP, Psomas 2024)

4.2. STORAGE

Eagle Mountain currently has 8 culinary water storage tanks with a total storage volume of 13,279,465 gallons. Each tank and its respective storage volume is shown in Table 1. Eagle Mountain has plans to construct a new Upper White Hills storage tank with a volume of 4,000,000 gallons and abandon the existing White Hills tank. The tank should be finished in 2025 and increase the City's storage volume (Table 1).

Table 1. Eagle Mountain Storage Tanks

Storage ID	Storage Name	Effective Volume (MG)	Future Volume (MG)
ST-001	Tank 1	1	1
ST-002	Tank 2	1	1
ST-003	Tank 3	2	2
ST-004	Tank 4	0.6	0.6
ST-005	Tank 5	2	2
ST-006	Tank 6	2.5	2.5
ST-007	Tank 7	3.5	3.5
White Hills	White Hills	0.68	0
New White Hills	New White Hills	0	4
Total		13.28	16.6

4.3. SOURCE

Eagle Mountain City sources most of its water from seven wells, one of which is not in operation due to water quality issues (Well 4). Additionally, the city has a Purchase Agreement with Central Utah Water Conservancy District (CUWCD) for 15,000 acre-feet per year of water (see Table 2). The city also has two wells under construction and upgrades to two existing wells. It is anticipated Well 8 will be operational in 2025 and Well 7 in 2026. All the sources are in the same pressure zone and are pumped to existing tanks or through pipes to the lower portions of the system.

The City had a System-Specific Minimum Sizing Standard study conducted in 2022 which is due to be updated in 2025. Using usage data from the last three years, the maximum peak day source demand per ERC is approximately 1,440 gallons per day or 1 gpm. The city currently has 14,962 ERCs requiring a peak day source demand of 14,962 gpm. Because the ERC capacity is based on the maximum peak day source demand of 1 gpm, the ERC capacity is equal to the safe yield. The City's total ERC Capacity of 15,733 gpm is barely sufficient of the required 14,962 gpm. Plans for two new wells (Eagle Mountain Wells #7 and 8) and upgrades to existing wells (Well #5 and White Hills Wells) will help alleviate this source capacity deficiency.

Table 2. Eagle Mountain Wells

Source Name	Current Source Safe Yield (gpm)	ERC Capacity	Future Source Safe Yield(gpm)	ERC Capacity
Well #1 Walden	2,133.33	2,133.00	2,133.33	2,133
Well #2	1,466.67	1,467.00	1,466.67	1,467
Well #3 Pony Express	1,133.33	1,133.00	1,133.33	1,133
Well #5	2,133.33	2,133.00	3,000.00	3,000
White Hills Well #1	933.33	933	1466.67	1466
White Hills Well #2	933.33	933	2,000.00	2,000
Well #7	0	0	3,000.00	3,000
Well #8	0	0	2,133.33	2,133
CUWCD	7,000	7,000	7,000	7,000
Total	15,733.33	15,733	23,333.33	23,333

With continued growth the system is currently barely meeting the required source capacity, but several projects are in the design or construction phase to reduce and eliminate the shortages by 2028 (see IFFP, Psomas 2024).

5. DEMOGRAPHICS

5.1. CURRENT POPULATION

Eagle Mountain City has a current population of 61,266 and is growing rapidly. The City's current number of ERCs is 17,475.

5.2. PROJECTED POPULATION

The population projections for this plan update are based on the projections included in Eagle Mountain City's 2023 Economic Development Master Plan and 2024 IFFP that has yet to be adopted. The population and ERCs from those plans were estimated to be a linear growth, using growth rates of 5,200 additional people and 1,410 new ERCs per year (Table 3).

Table 3. Eagle Mountain Population and ERC Projections

Year	Population	ERCs
2023	61,266	17,475
2024	66,466	18,885
2026	76,866	21,705
2028	87,266	24,525
2030	97,666	27,345
2032	108,066	30,165
2034	118,466	32,985
2036	128,866	35,805
2038	139,266	38,625
2040	149,666	41,445
2045	175,666	48,495
2050	201,666	55,545
2055	227,666	62,595
2060	253,666	69,645

6. WATER USE

Utah's statewide conservation goal is to reduce water use per capita by 16% by 2030. To accomplish this goal, regional goals have been set considering a variety of different factors and public input. Eagle Mountain is part of the Provo River region which has a goal to reduce water usage by 19%, which equates to 179 gallons per capita per day (gpcd). For Eagle Mountain to successfully meet the growing water demand within the city, they will need to efficiently use the water they have. Eagle Mountain City has made wise decisions to meet this goal (see Figure 2) but continues to actively seek additional ways to conserve water. Below are charts and graphs that show the current water usage and GPCD in Eagle Mountain City, which includes both culinary and secondary water usage.

The city's per capita consumption of water has decreased over the last few years, despite steady growth, staying under the Provo River Region goal of 179 gallons per capita per day (Table 4). This yearly reduction in usage per capita can be attributed to the City's conservation efforts and the installation of a separate secondary system in the south part of the City. The reuse system currently only serves parks; all residential and commercial irrigation is still served by the culinary system.

Table 4. Eagle Mountain City Usage in gallons per capita per day

Year	Population	Total Use Ac-ft/yr	Usage gpcd
2023	61,266	8,618.00	125.59
2022	51,980	8,812.79	151.36
2021	51,600	8,343.23	144.35
2020	45,000	9,095.58	180.44
2019	38,215	6,360.94	148.60
2018	38,170	6,343.39	148.36
2017	34,000	5,566.00	146.15
2016	33,200	5,228.53	140.59
2015	27,160	4,976.28	163.57
2014	24,000	5,005.07	186.18

6.1. CURRENT

Water usage within Eagle Mountain varies from year to year. In past decades, water usage has trended upwards with the population. However, in recent years usage has remained mostly stable despite the increasing population (Table 4). Because of this, the City has maintained its water usage per capita below the Provo River Region's goal of 179 gpcd (Figure 2). The projected number of ERCs by type is shown in Figure 3.

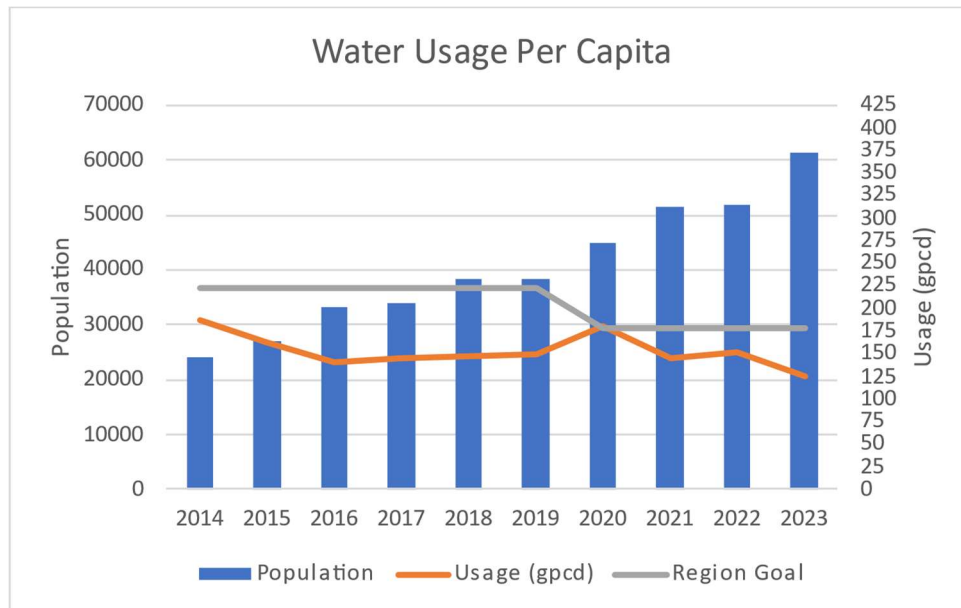


Figure 2. Historic Water Usage

6.2. FUTURE

The following is a graphical representation of the expected growth and ERC projections as described in section 5.2

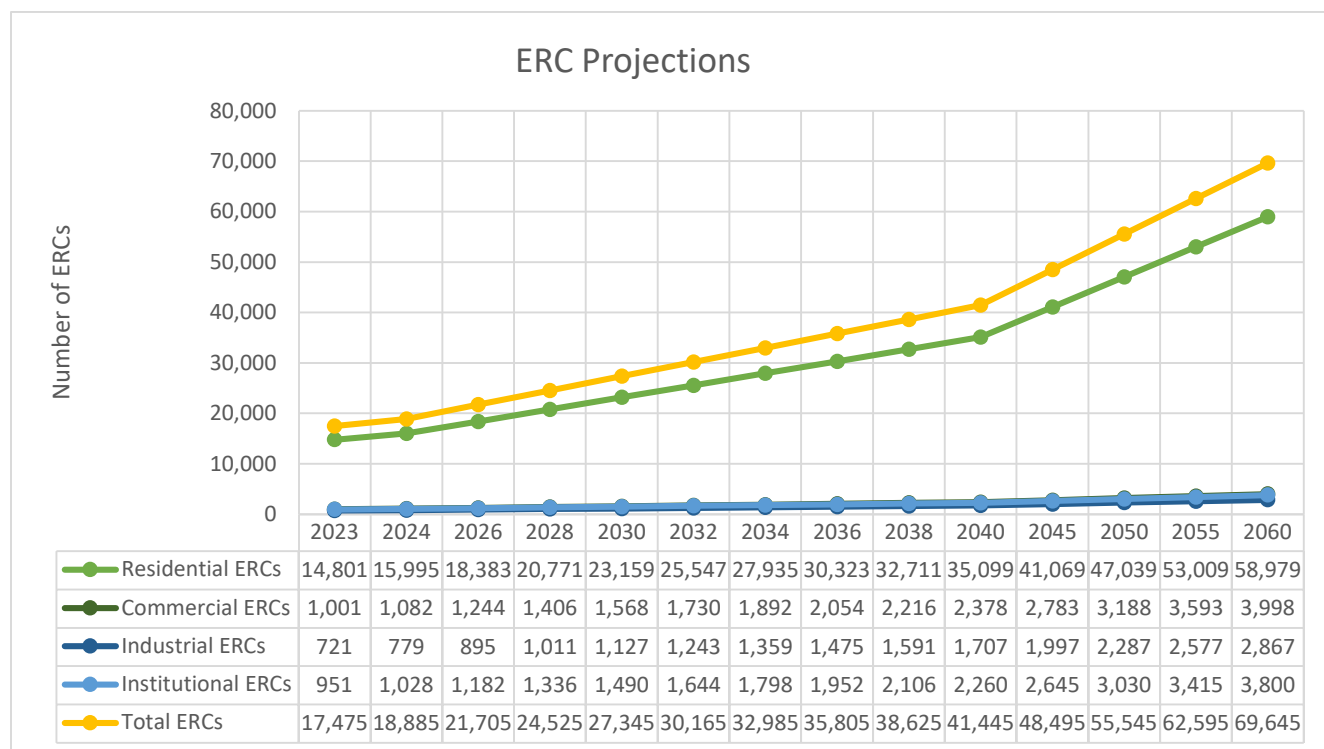


Figure 3. Eagle Mountain ERC Projections

7. IDENTIFIED CHALLENGES

7.1. PHYSICAL CHALLENGES

The rapid growth of Eagle Mountain has led to a rapid demand of potable water. Even though Eagle Mountain has high yield wells and an agreement with Central Utah Water Conservancy District to wholesale water to the City, the City is still below its source requirement. Projections through 2040 identified in the IFFP shows a required 34,637 gpm of safe yield. New sources in combination with water conservation will be important to ensure Eagle Mountain's success.

Due to Eagle Mountains geographical location, there are limited water resources to pull from; there are no rivers, streams or springs that can be used for drinking or irrigation water. The only water resources to the City are deep wells and wholesale water piped in from Central Utah Water Conservancy District.

7.2. SOCIAL CHALLENGES

Though Eagle Mountain City has done great things in the recent years to educate the public, citizens of Eagle Mountain City still lack education on efficient water use practices and landscaping water requirements. Current watering habits tend to place greater importance on convenience than on water conservation.

8. EXISTING CONSERVATION PRACTICES

Eagle Mountain City has implemented several conservation measures to help encourage the population to conserve water. The city is also in the process of implementing several new conservation measures which will continue to encourage water conservation.

The City Hall, built in 2004, uses xeriscaping for approximately 60% of the total landscaped footprint of the site. In 2005, Eagle Mountain City began replacing grass in the street medians along Ranches Parkway with xeriscape. In 2024, the Meta Site construction was completed so that process water from the site can be reused to irrigate the Cory Wride Park in the city. The current city conservation measures and practices are as follows:

8.1. EAGLE MOUNTAIN CITY COORDINATOR AND STAFF

Eagle Mountain City does not have an official Water Conservation Coordinator, but the City Code Enforcement Officer enforces the water ordinance for conservation purposes.

Name	Position	Phone Number	Email Address
Mack Straw	Public Utilities Manager	801-789-6678	mstraw@eaglemountain.gov
Jordan Nielson	Water Resources Supervisor	801-789-6600	jordannielsen@eaglemountain.gov
Jim Barney	City Code Enforcement Officer	801-789-6670	jbarney@eaglemountain.gov

8.2. EAGLE MOUNTAIN CITY WATER ORDINANCES

8.2.1. WATER USE REGULATIONS

The current water use ordinance prohibits outside watering between the hours of 10:00 am and 6:00 pm. First Offense Violators will be issued a letter warning them to comply with the ordinance. Second Offense Violators will have their water service terminated and will be subject to a \$100.00 reconnection charge.

City ordinance 15-2004 regulates alternate day outdoor watering based on the (odd/even) addresses of water users. Violations of this ordinance will be handled as stated above.

Results from 2019 plan: In 2023, Eagle Mountain approved measures to limit irrigation of front yards. Requirements were put in place to limit the lawn areas in the front or side yards to not exceed the

greater of 250 square feet, or 50% of the total landscape area for new developments. This saves the City an average of approximately 0.04 gpm on the peak flow rate or 0.01 ac-ft/year per lot.

8.3. UNIVERSAL METERING

The city is currently metering the source water that serves the population of Eagle Mountain. Source metering is essential for water accounting purposes and water use determination. These metering devices on both the storage and source systems monitor daily and total flows.

The city also requires all existing and future developments to install individual water metering devices for each connection to help the city determine the amount of water each connection is using. The metering process has also allowed the city to implement a tiered water rate system based on usage (see Section 8.2.4 below). The meters help inform customers of their usage and potentially encourage water conservation. The individual meters operate on regular monthly readings of usage.

Results from 2019 plan: Approximately 2/3 of the system meters now operate on the metering system. This usage is compared with the source meters to verify water usage and helps identify potential problems and losses within the system (see Section 8.2.3).

8.4. WATER ACCOUNTING AND LOSS CONTROL

Unaccounted water is the discrepancy of the water from the individual meters to the source metered water usages. An analysis of this unaccounted water can be used to determine recoverable losses and leaks within the system. This also identifies potential revenue-producing opportunities for the city.

Periodic system audits are conducted by the city to determine the accuracy of the unaccounted waters.

Every year the City Water Resources Manager tracks unaccounted water to determine the cost of the lost water when calculating financial numbers at the end of each year. A table showing unaccounted water tracking for 2023 is shown in Table 5 below.

Table 5. Unaccounted Water 2023 (Eagle Mountain Water Use Report)

Total from All Source Water	3,092,521,642.00 gal
Water Total from All Diversions	1,504,539,642.00 gal
Purchased Water	1,587,982,000.00 gal
Total of All Water Use	2,846,277,592.80 gal
Sum of Retail Culinary Use	2,808,490,651.80 gal
Sum of All Wholesale Deliveries	37,786,941.00 gal
Sum of All Returns	0.00 gal
Estimated Water Loss	246,244,049.20 gal
Estimated Water Loss Percentage	7.96 %

Properties with large landscapes are also audited for irrigation usage, application efficiency, and scheduling. Some of these properties include parks, churches, high water use residents, and municipal

properties. The audits are used in conjunction with dedicated irrigation meters and other landscape efficiency practices. The City Water Department staff reach out to known high water users to advise them that their usage is high. Any resident with high consumption or concerns about usage are encouraged to reach out to the water department for support.

Routine maintenance is performed on the system to ensure it is functioning at the highest capacity with minimal loss. Identified leaks are dealt with quickly and repaired to reduce the amount of lost water in the system.

8.5. WATER RATE STRUCTURE

Eagle Mountain City has developed a water rate structure that incentivizes water users to conserve water by making water wise choices to keep their water bill down. The rate structure also maintains an adequate amount of revenue to cover operational expenses. Table 6 provides the current prices for culinary water use. The rates are on top of a \$40 deposit and a monthly base rate of \$25.50. Industrial properties are subject to a uniform rate of \$1.58 per thousand gallons.

Table 6. Eagle Mountain Water Rates (2024)

Tier	Residential (<0.5 acres)	Large Residential (>0.5 acres)	Commercial	Institutional	Rate (per 1,000 gallons)
1	0-65 kgal	0-120 kgal	0-170 kgal	0-500 kgal	\$1.38
2	65-115 kgal	120-170 kgal	170-220 kgal	500-750 kgal	\$1.46
3	115-165 kgal	170-230 kgal	Over 230 kgal	Over 750 kgal	\$1.52
4	Over 165 kgal	Over 230 kgal	N/A	N/A	\$1.58

8.6. PRESSURE MANAGEMENT

Pressure reducing valves within the city's water system helps manage water pressures within the system and protect equipment. The city also requires the installation of pressure reducing valves on higher pressure homes within the system. Technical assistance is given to customers to help address the higher pressures experienced in their home.

8.7. PUBLIC INFORMATION AND EDUCATION

Eagle Mountain City has been very proactive in seeking to better educate the public on water conservation issues. The recent drought in Utah and the crisis for the Great Salt Lake has brought a much larger awareness to the public of the need to conserve water. The city has produced and continues to develop an assortment of informational pamphlets for its customers. The education program helps explain what water users can do to help conserve water and fulfill city conservation goals. The information supplied also informs water users of the cost of supplying drinking water and demonstrates how water conservation practices will provide water users with long term savings.

The city has created a website with a comprehensive list of landscape watering conservation tips, along with many helpful links to resources provided by the State of Utah and Utah State University (<https://eaglemountain.gov/priorities-plans/water-conservation/>). The website is reviewed weekly for needed updates. The City is active on social media platforms such as Facebook, X, Instagram, and YouTube, and often use these platforms to promote and educate the public on water conservation. Eagle Mountain City provides more information in the water conservation section of the monthly newsletter to all residents. Below is a list (not comprehensive) of effective conservation practices included on the website, in social media posts, and in the newsletter:

- Visually inspect sprinkler systems once every month during daylight hours. Check and fix any tilted, clogged, or broken heads.
- Avoid watering during the hottest hours of the day to minimize evaporation.
- Water in cycle by reducing the number of minutes on the timer and using multiple start times spaced one hour apart. This allows water to soak into the soil and avoids runoff.
- Water lawn only when it needs it. If walking on dry lawn leaves footprints it is probably time to water.
- Turn the sprinkler system off during or after a rainstorm and leave it off until the plants need to be watered again.
- Consider installing an automatic rain shutoff device on sprinkler system.
- Install a drip irrigation system for trees, shrubs and flowers.
- Check sprinkler valves for leaks when checking all your heads.
- Avoid watering the lawn during windy periods.
- Increase days between watering lawns. Allowing the lawn to dry out between watering creates deeper roots and makes it possible for water to infiltrate deeper so you can water less often.
- Place a rain gauge in your backyard to monitor rainfall and irrigation.
- Test soil moisture with a soil probe or screwdriver before watering. If the soil is moist, don't water.
- Watch out for broke sprinklers, open hydrants, broken pipes and any other significant water losses in your community. Be sure to notify the property owner or the water district of the problem.
- Make sure the water coming out of your sprinklers is not misting and drifting away in the wind. This is usually caused by pressures that are too high. If necessary, install a pressure reducer on the sprinkler line.
- Follow the state irrigation guidelines for how many times you should water each week.

8.7.1. SLOW THE FLOW

The public is being encouraged to participate in a sprinkling system efficiency study sponsored by the state "Slow the Flow" program.

Results from 2019 plan: To aid in the success of the residents to make water wise decisions, the Eagle Mountain Library has two water check kits complete with catch cups, guides, and more to help residents conduct their own water check on their property.

8.8. WATER REUSE AND RECYCLING PLAN

Reuse of effluent wastewater is controlled by the Utah Administrative Code and is classified as Type I and Type II reuse. Type I reuse is designated as “safe for human contact” but not potable. Type II is designated as “not for human contact and can be used for irrigation.

Results from 2019 plan: The State Division of Water Quality has permitted reuse of the Facebook cooling water as construction water with its own testing and sampling criteria. Eagle Mountain City requested permitting for the reuse of the industrial wastewater obtained from Facebook as Type I reuse water. The Wastewater Treatment plant has been expanded to treat this industrial water for reuse.

The first phase of this project has been constructed and the reuse line to Cory Wride Park and booster pump station is now operational as of the 2024 irrigation season. The new system saved 77,715,648 gallons of potable water in the 2024 irrigation season by using the reuse water rather than what has traditionally been done which was to use potable water. The subsequent phase will be to connect additional parks and churches that will be built in the South and White Hills Service Areas with reuse lines off the main reuse line as outlined in the Reuse IFFP.

8.9. LANDSCAPE EFFICIENCY

The city promotes the development of new water conservation principles in the planning, development, and management of new landscape projects such as the golf course, existing parks, open space areas, and other municipal properties. The city also encourages and supports future developments to participate in the low water usage landscape and xeriscape of properties.

The city currently encourages irrigation metering, timing, and water sensing devices that promote low water usage for both the large volume customers and residential users.

8.10. REPLACEMENT AND PROMOTIONS

Eagle Mountain City falls within the Central Utah Water Conservancy District’s (CUWCD) service area, meaning CUWCD runs all the conservation programs in the area. There are also rebates offered through the State.

There are residential smart controller rebates offered state-wide. Residents can apply for this rebate at <https://www.utahwatersavers.com/>.

Eagle Mountain businesses and commercial property owners are also eligible to get a similar rebate through CUWCD for commercial toilets and commercial smart controllers. These rebates are for schools, cities, businesses, multi-family housing, institutions, and industrial areas. Those rebates can be applied for at <https://www.cuwcd.gov/commercial-rebates#gsc.tab=0>.

The residential and commercial Landscape Incentive Programs are not currently available in Eagle Mountain because there is a state mandate that cities must adopt specific water-wise landscaping

ordinances for new development to qualify. Eagle Mountain does not currently have qualifying language in their ordinance.

8.11. SYSTEM UPGRADES

Results from 2019 plan: Eagle Mountain City recently upgraded all irrigation systems so that the sprinkler heads work off smart controllers which automatically adjust the water when it rains or the outdoor temperature drops.

The city is also in the process of changing all residential meters to smart meters with the ability to read down to the gallon. This will come with a resident portal that will give leak alerts, high usage warnings, and help the city know who is violating the outdoor watering timing ordinance. This is an ongoing effort and will be discussed in the following Proposed Conservation Measures section.

9. CONSERVATION GOALS

Eagle Mountain City has varied methods for promoting and maintaining water conservation throughout the city. These methods will allow the City to continue to deliver safe drinking water to all of its customers and help ensure long-term, low cost sustainability of the water system. Due to the City's conservation efforts their current usage of 125.59 gallons per capita per day (gpcd) is below the region's water conservation goal of 179 gpcd, but the City knows they can still do better. The City has several goals to drive current and future conservation practices. The goals are as follows:

1. Reduce the previous 5-year average usage (150.07 gpcd) by 19% to 121.5 gpcd by 2030.
 - a. This will be 2/3 the Provo River Region goal of 179 pgcd.
2. Increase public awareness of water conservation practices.
3. Continue emergency planning for drought and system failures.
4. Look for opportunities to increase the reuse system.
5. Complete installation of Advanced Metering Infrastructure (AMI).

10. PROPOSED CONSERVATION MEASURES

Eagle Mountain City is aggressively pursuing the development of more effective conservation plan for future water use practices. The city's plan is to implement the new program within the next 5-10 years and maintain the current low water usage. The city has plans to implement the following item of control.

10.1. EAGLE MOUNTAIN CITY COORDINATOR AND STAFF

Eagle Mountain will review the feasibility of creating a full-time conservation coordinator position. The role would include scheduling appointments, managing all program documents and rebates, and any other tasks needed for water conservation within the City. The coordinator would also have a focus on public outreach while coordinating and assisting with rebates, audits, consultations, and assisting customers with leak checks.

10.2. UNIVERSAL METERING

Eagle Mountain City intends to install Advanced Metering Infrastructure (AMI) on all residential connections. The new meter system will give real time water measurement rather than the once-a-month readings that have been the standard. Currently, the city has about 15,800 connections; 10,000 Sensus meters are in place and 5,800 meters that still need to be replaced. The meters will be set up to send measurements to relay towers in 1-gallons units instead of 1000-gallon units. After the meters read in 1-gallon units, the city will be able to receive accurate alarms on accounts that have high usage or continuous flow, which might indicate a leak. Working with residents to fix leaks early will result in conservation of water.

In addition to the City receiving alerts, the City plans to give residents access to a public portal to monitor their own usage, set goals and receive alerts about potential leaks.

The City also plans to offer a one-time utility bill credit of \$20 to those who sign up for the portal and create a water usage goal.

The City anticipates this process will take approximately five years. A detailed implementation timeline is found in Section 11.

10.3. WATER ACCOUNTING AND LOSS CONTROL

Water audits can be widened to include selective audits by customer classes. These classes can focus on typical water use practices within each class. An audit program can be selective in terms of targeting customer groups that have particular needs for which water conservation would be particularly beneficial.

10.4. WATER RATE STRUCTURE

Eagle Mountain has changed its approach to setting utility rates and now gradually increases rates annually based on what is needed to cover costs and preserve an adequate emergency reserve. Annual rate increases will typically be about 4% but may increase or decrease depending on the health of the water utility.

10.5. PRESSURE MANAGEMENT

Pressure reducing valves within the city's water system helps manage water pressures within the system and will continue to monitor they pressures in the system This help protect existing equipment that could fail due to high water pressure and cause minor or major leaks throughout the system. The city also requires the installation of pressure reducing valves on higher pressure homes within the system. Technical assistance is given to customers to help address the higher pressures experienced in their home.

10.6. PUBLIC EDUCATION AND OUTREACH

The installation of the new meters will send readings to towers the city has installed multiple times a day. These reads are connected to Sensus software where the city can view each account to get a better understanding of each customer's usage. Once the meters have been updated to read in 1-gallon units instead of 1000-gallon units, accurate alarms can be sent to residents on accounts that have high usage or continuous flow, which might indicate a leak. If residents are made aware of their usage, there is potential for water conservation and fixing the leaks in the system. Eventually, a resident portal will be implemented so that individual customers can log into the Sensus system and view their usage data themselves. Leak and continuous usage alerts can be setup for each meter.

Outreach methods for the public education program include the use of operating booths at public events, dispersion of pamphlets, videos, and other media to help educate the users through a civic organization. The following are some specific items that can be used to extend further.

10.6.1. WATER BILLS

An informative water invoice gives customers a significant amount of information to keep them informed about their water use. A typical water invoice gives information used to calculate the bill based on water usage and rates. An informative bill compares previous bills and gives tips on how to conserve water usage. Along with an informative bill, the city plans to include inserts in their customers' water bills that can provide information on water use and costs. Inserts can also be used to distribute tips on water conservation.

Eagle Mountain is working to develop a new water bill format that is focused on conservation efforts by educating residents with water consumption data and how they compare to neighbors or and efficient use. The goal is to provide a visual graph during the outdoor watering season (April-October) to show residents if they are efficiently using their water or if improvements could be made. The feasibility of providing visual graphs will be evaluated with their billing department.

10.6.2. RESIDENTIAL WATER AUDIT PROGRAM

If the City is able to create a full-time water conservation coordinator position, a program will be established to allow residents to schedule an hour-long appointment with the certified staff to go over their outdoor water usage and assist them with water savings during the summer months. Using catch cans, sprinkler system information and weather history would help residents determine effective watering times and frequency.

10.6.3. EAGLE MOUNTAIN WATER CONSERVATION WEBSITE

Eagle Mountain has developed a specific water conservation website, <https://eaglemountain.gov/priorities-plans/water-conservation/>, to educate the public on conservation practices, landscape designs, soil improvements, and irrigation scheduling guidelines. It also has helpful

links to other resources such as Localscapes, Slow the Flow, and more. The website can also be used to educate the public on what measures the City is taking during drought conditions. The website is reviewed weekly for needed updates. The City is also active on social media platforms such as Facebook, X, Instagram, and YouTube, and often use these platforms to promote and educate the public on water conservation.

10.7. WATER REUSE AND RECYCLING PLAN

Eagle Mountain City is projected to build 6,710 new homes in the South and White Hills Service Areas. It has been recommended that the City implement a policy of installing reuse lines in all new subdivisions. This will equal approximately 400 acres of irrigable lawn for Type I reuse water.

The city will continue to have opportunities to grow their reuse capabilities as the city's service area expands. Eagle Mountain City will prepare a Secondary Water Master Plan to aid in this growth.

10.8. LANDSCAPE EFFICIENCY

Existing landscape within the city can be renovated with water-conserving plans and practices. If the City was to require new developments and the large water users to adopt a drought tolerant planting requirement it would decrease the typical outdoor water use by 50%.

Water-wise or drought resistant plants adjust and survive with little to no irrigation. There are several benefits for including this type of vegetation in the design of landscapes, some of which include low water use for irrigation, less use of fertilizer, and low maintenance. Contrary to what most people think there is a variety of water-wise plants from ground cover to perennials which are great for both residential and commercial use. This conservation measure will be coordinated and implemented by the parks department.

10.9. OTHER CITY LED INITIATIVE IDEAS

Eagle Mountain City is currently working on an Asset Management Plan and a Reuse Water Plan to aid in planning for future water conservation.

11. IMPLEMENTATION TIMELINE

Eagle Mountain City's Council and staff are committed to ensuring the outcomes and goals of this document are reached and that appropriate action will be taken. It is understood that the Public Utilities Manager and the Water Resources Supervisor will manage the water conservation efforts until a Water Conservation Coordinator position has been created. It will be their responsibility to place a reasonable timeline for each project to ensure the goals are met within the time presented. Funding will be provided for the measures provided in this plan based on authorization of the City Council and under guidance of the City Manager.

A five-year implementation timeline for Section 10.2 – Universal Metering is shown below:

- 2025
 - Swap existing meters to Sensus smart meters at the rate of 1160 annually.
 - Evaluate progress quarterly to ensure City is on track to meet goal.
 - Begin process of acquiring resident portal service.
 - Utilize metering data to identify possible leaks in system and notify residents who may have leaks.
- 2026
 - Continue swapping meters to Sensus smart meters at the rate of 1160 annually.
 - Evaluate progress quarterly to ensure City is on track to meet goal.
 - Implement resident portal for residents who have Sensus meters.
 - Utilize public outreach to let residents know about resident portals and benefits from using it.
 - Utilize metering data to identify possible leaks in system and notify residents who may have leaks.
- 2027
 - Continue swapping meters to Sensus smart meters at the rate of 1160 annually.
 - Evaluate progress quarterly to ensure City is on track to meet goal.
 - Utilize metering data to identify possible leaks in system and notify residents who may have leaks.
- 2028
 - Continue swapping meters to Sensus smart meters at the rate of 1160 annually.
 - Evaluate progress quarterly to ensure City is on track to meet goal.
 - Utilize metering data to identify possible leaks in system and notify residents who may have leaks.
- 2029
 - Swap out all remaining meters for Sensus smart meters.
 - Utilize metering data to identify possible leaks in system and notify residents who may have leaks.
 - Conduct public outreach about resident portal and try to get as many residents as possible to sign up and utilize resident portal.
 - Evaluate water savings resulting from smart meter leak alerts as well as alerts residents received from resident portal.

It is recommended that the Public Utilities Manager and Water Resources Supervisor make annual reports on the progress of the water conservation plan and goals outlined within a report to the City Council. They should also continue to update the plan to ensure that it meets changing conditions and needs within Eagle Mountain City. This plan will be updated and resubmitted to the Utah Division of Water Resources in 2029.

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE (ORDINANCE ENFORCEMENT FINES, BUILDING PERMIT FEES, SEWER RATES, AND STORM WATER RATES)

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the fees within the City; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this Resolution.

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

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those voting no:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

9.10. | STORM WATER POLLUTION PREVENTION PLAN CONTROL MEASURE VIOLATION FINES*

Last Revision: 12/03/2024

Working without an NOI and/or SWPPP	\$1,000
Working without an Updated NOI and/or SWPPP	\$500
Inspections not Being Performed and/or Documented	\$150
Inspections Being Performed by Unqualified Personnel	\$150
SWPPP Sign Not Posted	\$150
Boundary Control	\$250
Construction Exit Track-out	\$250
Waste Management Control	\$250
Material Storage Control	\$250
Fugitive Dust Control	\$250

**In lieu of daily fines for control measure violations, the City may place inspections on hold or impose a stop-work order until compliance is met.*

9.11. | ILLICIT DISCHARGE VIOLATION FINES*

Last Revision: 12/03/2024

Sediment Escaping Perimeter Boundary, Solid Waste (Litter and Construction Debris) ..	\$250
Wash-out Not Contained (Concrete, Stucco, Paint, Masonry), 1 st Violation	\$500
Sanitary Waste (Toilets not Secure, in Right-of-Way, Improper Setback), 1 st Violation ...	\$500
Fuel, Oil, Hydraulic Spills (Improper Disposal/Containment), 1 st Violation	\$500
Paints and Solvents, 1 st Violation	\$500
Fertilizers, Cleansers, Organic Spills (Improper Disposal/Containment), 1 st Violation	\$500
Second and Subsequent Violations	\$1,000
Hazardous Material (Any Illicit Discharge Could be Elevated to this Level, Depending on Impact)	\$1,000
Abatement of Illegally Dumped Material	Actual Cost to the City

**Storm Water violation schedule for illicit discharges common to construction and maintenance activities. It is a violation to discharge pollutants. The presence of Best Management Practices (BMPs) does not excuse an illicit discharge.*

13.1. | BUILDING PERMIT FEES

*Last Revision: 12/03/2024
10/15/2024*

<u>Total Valuation*</u>	<u>Fee</u>
\$1.00 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500, plus \$3 for each additional \$100, or fraction thereof, to and including \$2,000

\$2,001 to \$40,000	\$69 for the first \$2,000, plus \$7 for each additional \$1,000, or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$335 for the first \$40,000, plus \$5 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$635 for the first \$100,000, plus \$2 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,435 for the first \$500,000, plus \$3 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$2,935 for the first \$1,000,000, plus \$3 for each additional \$1,000, or fraction thereof, to and including \$5,000,000.
\$5,000,001 and up	\$14,935 for the first \$5,000,000, plus \$1 <u>\$2</u> for each additional \$1,000, or fraction thereof.

Plus 1% surcharge assessed against permit for per Building Permit, as per Utah Code 15A-1-209(5).

*Building Permit Fee Schedule comes from the 2021 International Residential Code Appendix AL 101 and applies to total valuation, which is calculated using the ~~current version of the International Code Council~~ Building Valuation Table.

Non-Valuation Based Permit – Basement Finish \$250

Non-Valuation Based Permit – Inspection Only \$50 per Inspection

16.1. | SEWER RATES

Last Revision: 12/03/2024
06/04/2024

Sewer Monthly Base Rate	per meter size
3/4" or 5/8" Meter Size	\$34.72
1" Meter.....	\$57.87
1 1/2" Meter Size	\$115.73
2" Meter Size	\$185.17
3" Meter Size.....	\$370.34
4" Meter Size.....	\$578.66
6" Meter Size.....	\$1,157.33
8" Meter Size.....	\$1,851.72
10" Meter Size	\$4,860.77
Sewer Volume Rate (Average Winter Usage).....	\$4.51/per 1,000 gal
Industrial Sewer Rate, Per ERU*	\$37.75/Month

*Sewer Rates effective on July 1, 2024 Annual recalculation of winter average effective March 1st of each year.

17.1. | STORM WATER RATE*

Last Revision: 12/3/2024
3/4/2022

Storm Water <u>Residential</u> Rate, per ERU	\$8.25/Month
<u>Storm Water Non-Residential Rate, per ERU</u>	<u>\$8.25/Month</u>

*Storm Water Rates effective on December 1, 2024.



2024 Building Valuation Data

Occupancy Group	ICC Construction Type								
Group (2024 International Building Code)	IA	18	IIA	118	IIIA	1118	IV	VA	VB
A-1 Assembly, theaters, with stage	330.56	318.80	309.39	297.20	277.71	269.67	287.04	258.79	248.89
A-1 Assembly, theaters, without stage	303.49	291.73	282.32	270.13	250.88	242.84	259.97	231.96	222.06
A-2 Assembly, nightclubs	272.51	264.43	256.91	248.19	232.76	226.12	239.28	211.57	204.72
A-2 Assembly, restaurants, bars, banquet halls	271.51	263.43	254.91	247.19	230.76	225.12	238.28	209.57	203.72
A-3 Assembly, churches	308.01	296.25	286.84	274.65	255.52	247.48	264.49	236.60	226.71
A-3 Assembly, general, community halls,	258.66	246.90	236.50	225.30	205.06	198.01	215.15	186.13	177.24
A-4 Assembly, arenas	302.49	290.73	280.32	269.13	248.88	241.84	258.97	229.96	221.06
B Business	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
E Educational	276.33	266.73	258.30	247.60	231.08	219.28	239.09	202.46	195.97
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P.
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
1-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
1-2 Institutional, hospitals	455.16	444.88	434.86	423.47	399.17	N.P.	413.57	374.14	N.P.
1-2 Institutional, nursing homes	315.97	303.75	293.73	282.34	261.43	N.P.	272.44	236.40	N.P.
1-3 Institutional, restrained	338.01	327.73	317.71	306.32	285.40	276.05	296.41	260.38	248.77
1-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	203.29	195.21	186.69	178.98	163.28	157.64	170.06	142.09	136.24
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-familyd	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19

Residential interior remodel and tenant improvement value is determined by owner statement of market value of labor and materials.

- Private Garages use Utility, miscellaneous
- Shell only buildings 80% of valuation
- Tenant finish 65% of valuation
- Interior buildout 40% of valuation
- Other 40% of valuation
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft

[illegible]

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023	City Manager		X		X			
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/16/2024	9/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council discussed the topic on 9/3/2024 and directed staff to review the program with developers.	8/15/2023	Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	In Progress	1/1/2025	10/16/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023, adopted policy and procedures, and funding appropriated in October 2024. Staff are working on marketing and an RFP for a contractor. Plan is to receive applications beginning January 1, 2025.	1/3/2023	Strachan							
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the priorities and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	6/30/2025	11/26/2024	Staff reported on the status of master plan reviews on 7/2/2024; staff is reviewing draft West Service Area Impact Fee Facilities plans and Engineering has initiated master planning processes for water, wastewater, and stormwater systems; Parks is working on a parks master plan.	7/16/2024	Strachan		X		X			
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	10/2/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/24. A resolution to adopt a housing plan was tabled on 10/01/24.	8/15/2023	Berrett					X		
2024.007	16	Study public transit innovation grants and other opportunities.	Investigate and apply for transit innovation grant monies to improve transit opportunities.	Secondary Priority	Do	New	3/31/2025	11/19/2024	The Council requested that a trial transit project be created.	11/19/2024	Winterton					X		X
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power	Secondary Priority	Schedule	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	5/16/2023	Mumford		X					X

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	In Progress	12/31/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation on 9/17/2024.	1/3/2023	Mumford						X	
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	11/13/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map (FLUM) update. We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Staff is currently working on gathering data through focus group interviews. We are meeting with experts in transportation, development, emergency management, agriculture, etc.	5/16/2023	Larsen		X		X			
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	10/30/2024	The survey is complete and staff will be incorporating the data into the GP throughout the drafting process.	3/6/2024	Larsen							
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	11/13/2024	We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. GSBS is finishing their efforts with their existing conditions analysis. Target completion for the FLUM is the end of February/first part of March.	3/6/2024	Larsen							
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	11/25/2024	Start in January .	4/2/2024	Larsen							
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024	Larsen							
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.	3/6/2024	Larsen							
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024	Larsen							

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	4/329/2025	11/13/2024	Engineering is working on hiring consultants to create master plans for transportation, water, sewer, and stormwater. These master plans will include design of the full buildout scenarios for each of these. We plan to have consultants hired by December and master plans completed by April 2025.	4/2/2024	Larsen Hogge		X					
2024.001j (was 2023.023 & 2023.049)	22	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	10/30/2024	Bowen Collins has been hired to complete this work. Staff will be meeting with Bowen Collins to get this work underway.	4/2/2024	Larsen		X		X	X		
2024.004	22	Housing Audit	Gather data and produce a report on the number, types, sizes, status (entitled, built, own, rent), etc. of housing in the community. Strategize on how to use and communicate the information to legislators, the market, etc.	High Priority	Schedule	Not Started	TBD	11/25/2024	Staff has begun early preparations for completing this work. Staff presented some preliminary data to Council on 11.14.24. Staff will continue preparing housing data that will help the City as it interacts with the State Legislature during the 2025 legislative session. This data preparation and collection will also help with the GP process.	10/15/2024	Larsen				X			
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses.	Secondary Priority	Do	Completed	5/31/2024	10/16/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. The CC adopted it with amendments on October 15.	5/16/2023	Larsen					X		
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023	Larsen					X		
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023	Larsen					X		

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Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	11/25/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd is reviewing encroachments with Admin and making a game plan to present to the Council. It is anticipated that Todd will be making recommendations to the Council on a partial list of properties in January 2025.	8/15/2023	Larsen							X
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen							X
2024.006	22	Residential Zones Driveway and Minimum Home Sizes	Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	Secondary Priority	Schedule	Not Started	1/31/2024	11/6/2024	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone.	11/6/2024	Larsen							X
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	12/30/2024	11/6/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21. A report was presented to the Council on 11/6/2024 and tabled for further discussion at the Strategic Planning Conference.	5/16/2023	Weber		X		X			X
2023.018	24	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Do	Long Horizon	<2030	11/13/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023	Hogge		X		X			

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Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	11/13/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July. This project has been delayed due to the City's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan and expect it to be completed late October/ early November. Currently Parkway Fields is installing purple pipe for use in their subdivision. A water right hearing on water reuse will be held on December 12 to get more info on options with our rejected reuse application.	5/16/2023	Hogge		X				X	
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	10/1/2025	11/13/2024	Phase 1 is complete. Contractor is almost complete with Phase 2. Completion is expected December 1 pending weather allows paving. Phase 3 will complete the connection to SR73 and extension to the north of SR73. Phase 3 will start in the spring.	5/16/2023	Hogge		X		X			
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2025	11/13/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. Property acquisition is underway and 30% design is complete.	5/16/2023	Hogge		X		X			
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	11/13/2024	CC approved an interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) on 10/01/2024. Avenue Consultants has been hired to complete the feasibility study for the connection to Saratoga Springs through Hidden Hollow. Engineering is working on hiring a consultant to complete a full master plan update and the expressway will be included in that update.	8/15/2023	Hogge		X		X			
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023	Hogge		X					

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
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2024.005	24	Transportation	Contemplate the transportation network on the south end of the city; how to extend the future Cedar Valley Freeway south past the mountains, and a future belt route linking to Tooele.	Secondary Priority	Schedule	Not Started	TBD	11/13/2024	Engineering is working on hiring a consultant to complete a full master plan update and the these connections will be included in that update.	10/15/2024	Hogge		X		X			
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023	Ruesch Hickman		X		X			
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023	Hickman Kofoed Hilton							
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman				X		X	
Proposed																		
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.		Strachan Hickman							X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.									
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	-	-					Hickman					X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned			Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure	Proposed	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.		Mumford							X	
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.		Mumford Berrett						X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford								X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford					X			
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen								
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen						X		
Completed																			
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	Completed	4/30/2024	9/17/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24. This was approved by the Council on 9.3.24.	9/19/2023	Larsen						X		

Legislative Priorities List																						
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement				
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Delete	Completed	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023	Mumford											
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023	Larsen						X					
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023	Larsen						X					
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023	Larsen							X				
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023	Larsen						X					
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023	Larsen		X				X					
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023	Draper						X					
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023	Maffitt						X					

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2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023	Strachan							
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023	Larsen					X		
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023	Mumford					X		
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023	Trusty		X					
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.		Strachan					X		



Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Allgood Plat Amendment
- AT&T Tower Gateway Site Plan
- Cedar Corners Phase 5
- Firefly NPA 8 A-4.1 Plat Amendment
- Garner Farms Master Development Plan
- Harmony A-13, A-14, and A-16 Site Plans
- Les Schwab Rezone
- Overland Village 2B Preliminary Plat
- Sage Park Central Stake Site Plan
- UTA Park and Ride Site Plan
- Verizon Pro Rough Legged Site Plan

Code Amendments

- Disposal of City Property
- Drive-Thru Regulations
- Driveway Separation
- Off-Street Shared Parking Agreements for Non-Single Family
- Residential Zone Land Use Table
- Rezones after Development Agreement Expirations
- Solar Power/Alternative Energy Code
- Walk Out Projections

Other Items

- Commercial Water Rights Requirements
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain

Please note all items are tentative and are subject to change.