EAGLE MOUNTAIN
CITY COUNCIL MEETING

December 03, 2019, 4:00 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A. PRESENTATION - UTA Trustee Kent Millington to discuss current service, community engagement an future planning.
This is not an action item.

2. DISCUSSION ITEM - BRYLEE ESTATES

2.A. Brylee Estates Park Concept Plan
This is not an action item.
Brylee Estates Clubhouse - Barn-Style Presentation

2.B. Brylee Development Concept Plan
This is not an action item.
Brylee Commercial Concept Plan
Brylee Estates Rezone - Approved 05.15.2018
05.15.2018 City Council Minutes
Brylee Estates Preliminary Plat & Site Plan - Approved 07.16.2019
07.16.2019 City Council Minutes
Applicant Email re Meeting Date Change

3. AGENDA REVIEW

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

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

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 accommodation 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.

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

7. INFORMATION ITEMS/UPCOMING EVENTS

8. 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.)

9. CITY COUNCIL/MAYOR'S ITEMS

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

10. APPOINTMENTS

10.A. Library Board

1. Tyler Shimakonis - Three-year Term
2. Kim Reid - Three-year Term
3. Tim Heise - Three-year Term
4. Mellissa Ochsenhirt - Three-year Term

10.B. Planning Commission

1. Brett Wright - Four-year Term
2. John Linton - Four-year Term
3. Erin Wells - One-year Term (replacing Councilmember-elect Gray)

10.C. Senior Council Advisory Board

1. Eva Bassett - Four-year Term

CONSENT AGENDA

11. AGREEMENTS

11.A. Reimbursement Agreement Between Eagle Mountain City and Edge Homes, LLC. for Brandon Park Subdivision Wastewater

Motion to approve.

Impact Fee Reimbursement Agreement - Brandon Park Sewer Line

11.B. Reimbursement Agreement Between Eagle Mountain City and Silver Lake Land, LLC, Rockcress Development, Inc., and Flagship Homes, LLC Regarding SilverLake Park and Landscaping Fee-in-Lieu.
Motion to approve.
SilverLake Park Reimbursement Agreement
Ansley Park Reimbursement Invoices - 03.14.2019
Silver Lake Parkway Reimbursement Invoices - 03.14.2019

12. BID AWARD

12.A. Pony Express Extension Trench Repair - Kenny Seng Construction
Motion to approve.

13. BOND RELEASES

13.A. Cedar Corners Phase A Plat 3 - Into Warranty
Motion to approve.
BR--CC A-3 Into Warranty Letter
CC A-3 Recorded Plat

13.B. Glenmar Ranches Phase B Plat 1 - Into Warranty
Motion to approve.
BR--GR B-1 Into Warranty Letter
GR B-1 Recorded Plat

13.C. SilverLake Plat 17 - Into Warranty
Motion to approve.
BR--SL 17 Into Warranty Letter
SL 17 Recorded Plat

13.D. Sunset Ridge Phase A Plat 5 - Into Warranty
Motion to approve.
BR--SR A-5 Into Warranty Letter
SR A-5 Recorded Plat

13.E. Sunset Ridge Phase A Plat 6 - Into Warranty
Motion to approve.
BR--SR A-6 Into Warranty Letter
SR A-6 Recorded Plat

13.F. The Cove at Rock Creek Plats 1, 2, and 3 - Out of Warranty
Motion to approve.

BR--CRC Plats 1, 2, & 3 Out of Warranty Letter
CRC 1 Recorded Plat
CRC 2 Recorded Plat
CRC 3 Recorded Plat

14. CHANGE ORDER

14.A. Change Order #3 Pony Express Widening Design - Horrocks Engineers
Motion to approve.

15. 2020 MEETING SCHEDULE

15.A. City Council Meeting Schedule
Motion to approve.
2020 City Council Meeting Schedule - DRAFT

16. MINUTES

16.A. November 19, 2019 Minutes
Motion to approve.
11.19.2019 City Council Minutes - DRAFT

17. RESOLUTIONS

17.A. A Resolution of Eagle Mountain City, Utah Adopting a Revised and Restated Interlocal Cooperation Agreement between Eagle Mountain City and other Entities to Create and Govern the Unified Fire Authority.
Motion to approve.
Approved Revised and Restated Interlocal Agreement (v12) Redline
Approved Revised and Restated Interlocal Agreement Clean Execution Version
Resolution for Revised and Restated Interlocal Creating UFA with Approved Edits and Signatures
RES--Revised and Restated Interlocal Cooperation Agreement UFA

17.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Sage Park Business Center Development Agreement.
Motion to approve.
Sage Park Business Center Development Agreement
Sage Park Business Center Concept Plan
Sage Park Zone Change Descriptions
RES--Sage Park Business Center Development Agreement

SCHEDULED ITEMS

18. ORDINANCE/PUBLIC HEARING

18.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

BACKGROUND: (Presented by Planning Manager Mike Hadley) An applicant-proposed amendment to allow temporary inflatable signs for special events.
Proposed Amendment to Chapter 17.80 Sign Regulations and Sign Permits
ORD--Sign Regulations and Sign Permits (EMCC 17.80)
05.28.2019 PC Minutes

19. ORDINANCE

19.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 15.25 Earthwork.

BACKGROUND: (Presented by City Engineer Chris Trusty) The proposed amendment adds the requirement to obtain an excavation permit for general earthwork on projects not part of an approved construction project, if such work consists of mass grading of a site if fill materials are being imported, exported, and relocated within a single lot.
Chapter 15.25 Earthwork
ORD--Earthwork (EMCC 15.25)

20. CITY COUNCIL/MAYOR'S BUSINESS

This time is set aside for the City Council's and Mayor's comments on City business.

21. CITY COUNCIL BOARD LIAISON REPORTS

This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

22. COMMUNICATION ITEMS

22.A. Upcoming Agenda Items
This is not an action item.
A.CI--Upcoming Agenda Items

23. ADJOURNMENT

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **27th day of November, 2019,** 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	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**

TITLE:	Brylee Estates Park Concept Plan
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Brylee Estates/Matt Loveland

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
N/A	N/A	N/A	Brylee Estates

PUBLIC HEARING:
No

REQUIRED FINDINGS:
N/A

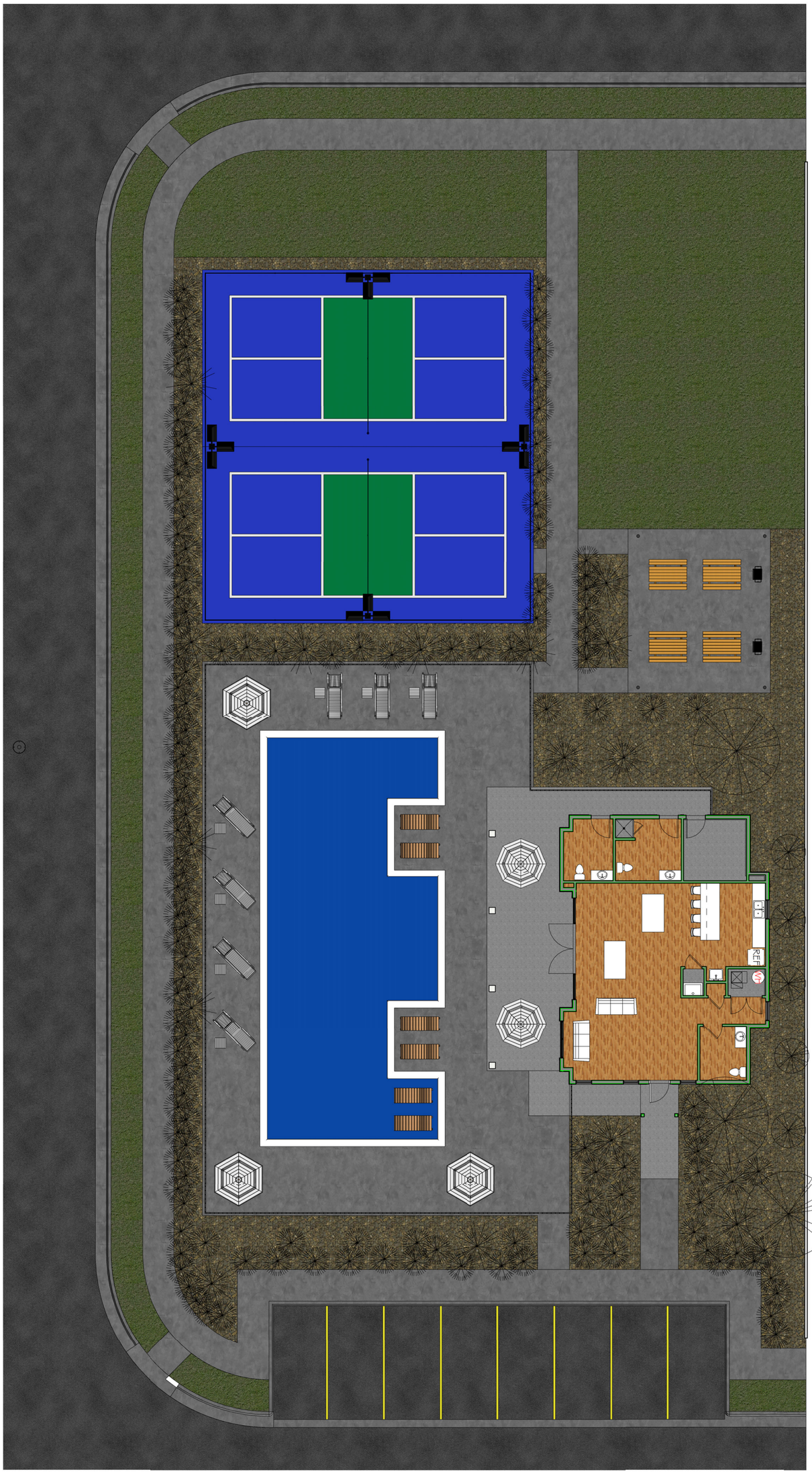
PLANNING COMMISSION ACTION / RECOMMENDATION
N/A

PREPARED BY:
Michael Hadley, Planning

RECOMMENDATION:
N/A

BACKGROUND:
The applicant is choosing to go above and beyond to install upgraded amenities in the single-family portion of the Brylee Estates development, exceeding the required amenities that were approved with the single-family development. The applicants wants to share this concept with the City Council and obtain any feedback prior to this plan being approved by the city staff.

Attachments:
Brylee Estates Clubhouse - Barn-Style Presentation



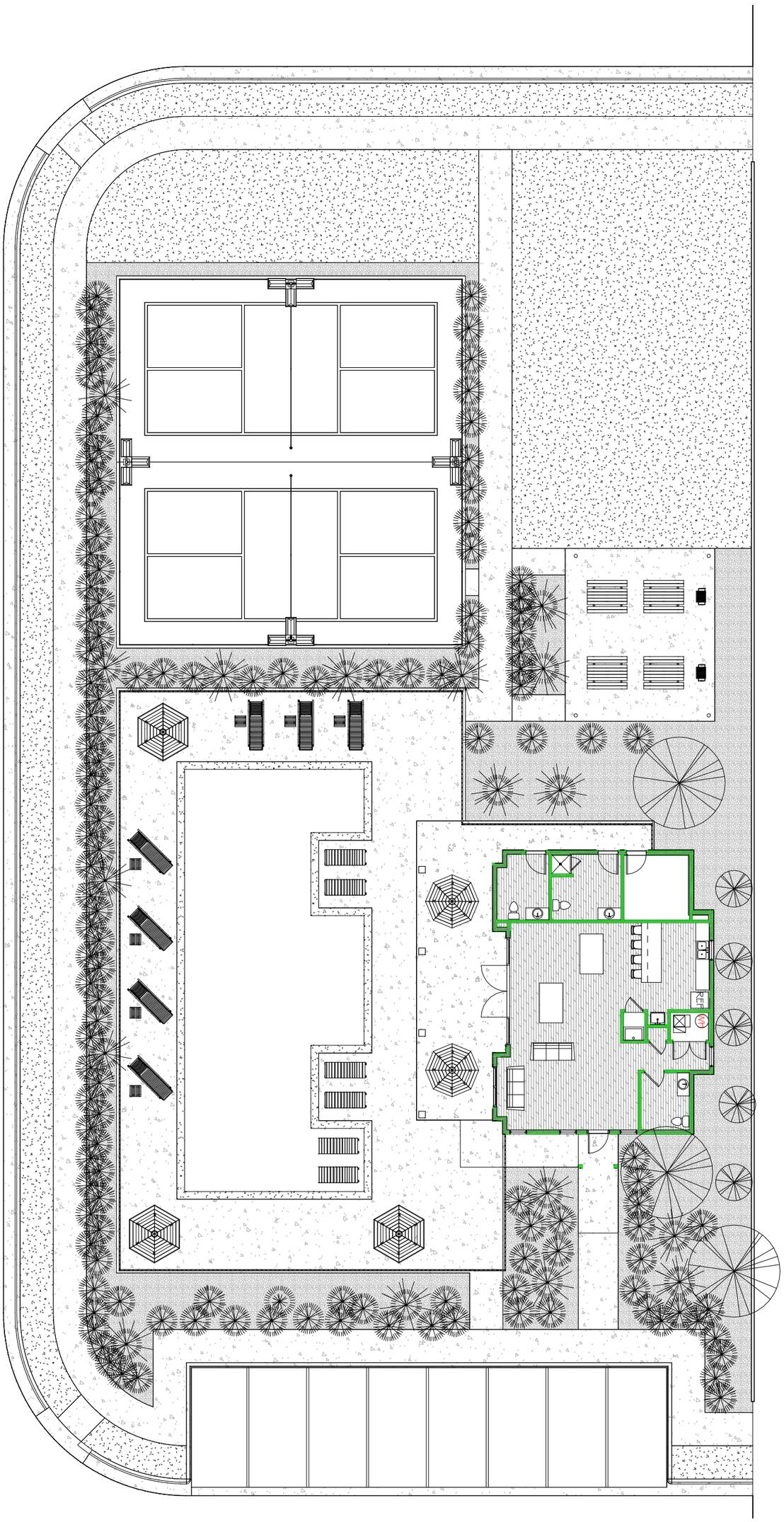
MAIN FLOOR PLAN

A1.3

10/23/2019

BRYLEE ESTATES CLUBHOUSE

FieldStone HOMES
12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600



MAIN FLOOR
FLOORING

A1.3.1

10/23/2019

BRYLEE ESTATES
CLUBHOUSE

FieldStone HOMES
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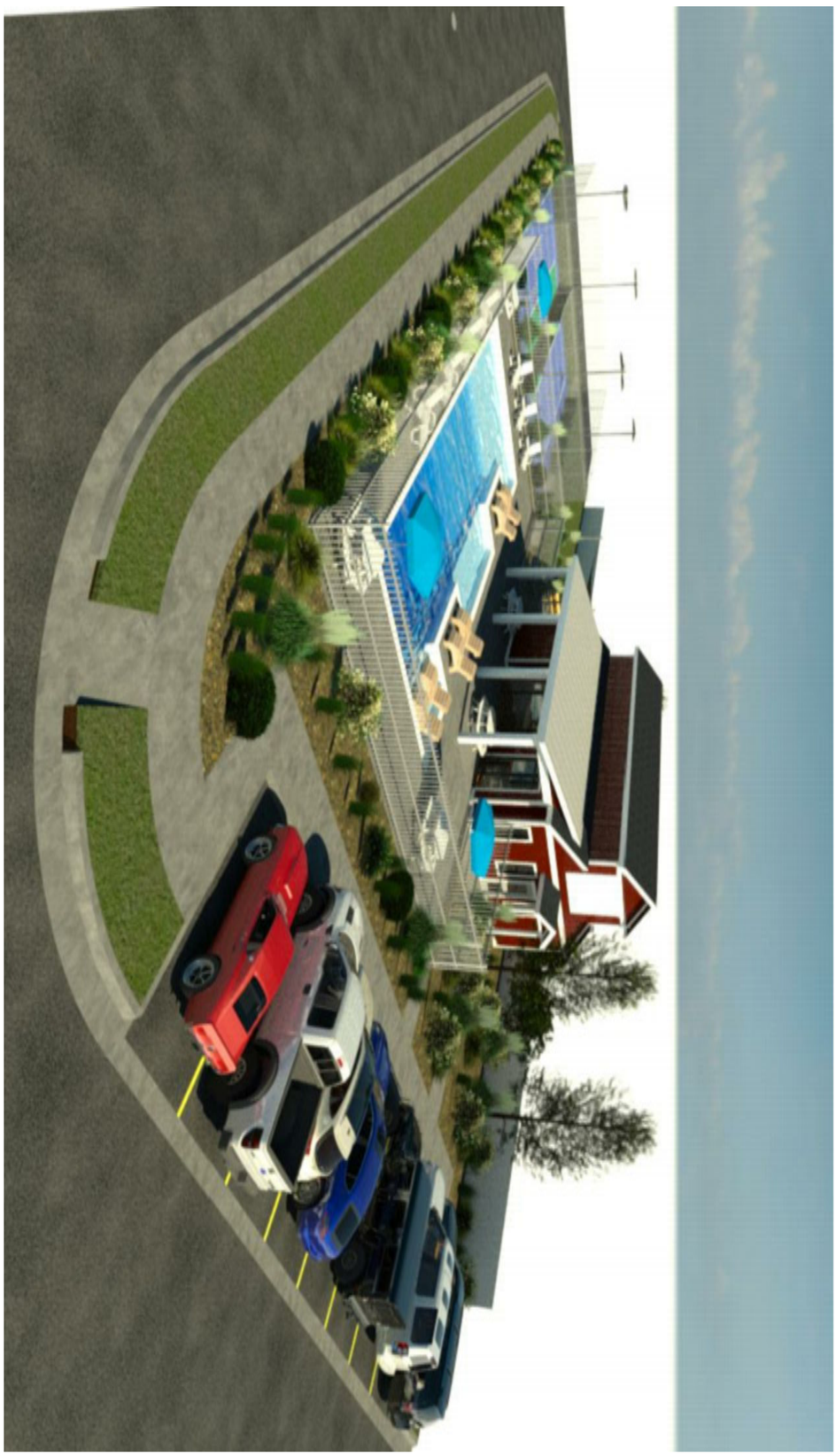

3D VIEWS

A2.3

10/23/2019

BRYLEE ESTATES CLUBHOUSE

FieldStone HOMES
12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600

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12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600

BRYLEE ESTATES CLUBHOUSE

10/23/2019

3D VIEWS

A2.4

FieldStone HOMES
12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600

BRYLEE ESTATES CLUBHOUSE

10/23/2019

3D VIEWS

A2.5

FieldStone HOMES
12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600

BRYLEE ESTATES CLUBHOUSE

10/23/2019

3D VIEWS

A2.6

FieldStone HOMES

12896 S. Pony Express Road Suite #400 Draper, UT 84020
Phone (801)233-8300 Fax (801)233-8600

BRYLEE ESTATES
CLUBHOUSE

10/23/2019

3D VIEWS

A2.7

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	Brylee Development Concept Plan		
ITEM TYPE:	Concept Plan		
FISCAL IMPACT:			
APPLICANT:	Randy Smith, Fieldstone		
GENERAL PLAN DESIGNATION Employment Center Campus	**CURRENT ZONE** Commercial	**ACREAGE** 22.05	**COMMUNITY** Brylee

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Planning

RECOMMENDATION:
This is not an action item.

BACKGROUND:
This is a Concept Plan for the commercial portion of the Brylee Estates development. This parcel is currently approved for commercial, but the applicant would like to rezone to add MF2 zoning. This project is located on 22.05 acres north of East Aviator Avenue and on the west side of Eagle Mountain Blvd. The plan includes 9.03 acres of retail space and about 13 acres of multi-family residential space consisting of 22 dwelling units per acre.

Attachments:
Brylee Commercial Concept Plan
Brylee Estates Rezone - Approved 05.15.2018
05.15.2018 City Council Minutes
Brylee Estates Preliminary Plat & Site Plan - Approved 07.16.2019
07.16.2019 City Council Minutes
Applicant Email re Meeting Date Change

Future Freeway

Rush Creek Properties LLC

Rush Creek Properties LLC

RUSH CREEK PROPERTIES, LLC
59:034:0009

178.14'

Auto Service

50'

Fast Food

Restaurants

EAGLE MOUNTAIN BLVD

1591.79'(R)

Bakery

132'

COMMERCIAL STORAGE

RV PARKING

Smith, Steven G & Leone Kay

STORAGE SHED PARCEL
10.79 AC

LANDSCAPED BERM

GATE

OFFICE

SIGN

1.81 AC

1.74 AC

BLDG A

COLLECTOR

BandH Land Holdings

Future Residential

1179.28'

26'

26'

26'

Amenities
1.24 Ac

Clubhouse

Gas

56'

Bank
52022 SF
1.19 AC

1222.04'

Total Acres
22.05

Multi-family Residential
22 du/acre

Retail
9.03 Acres

Smith, Steven G & Leone Kay

Think Architecture

October 10, 2019

0 40 80 160 240

Concept Plan

Brylee Development, Eagle Mountain, Utah

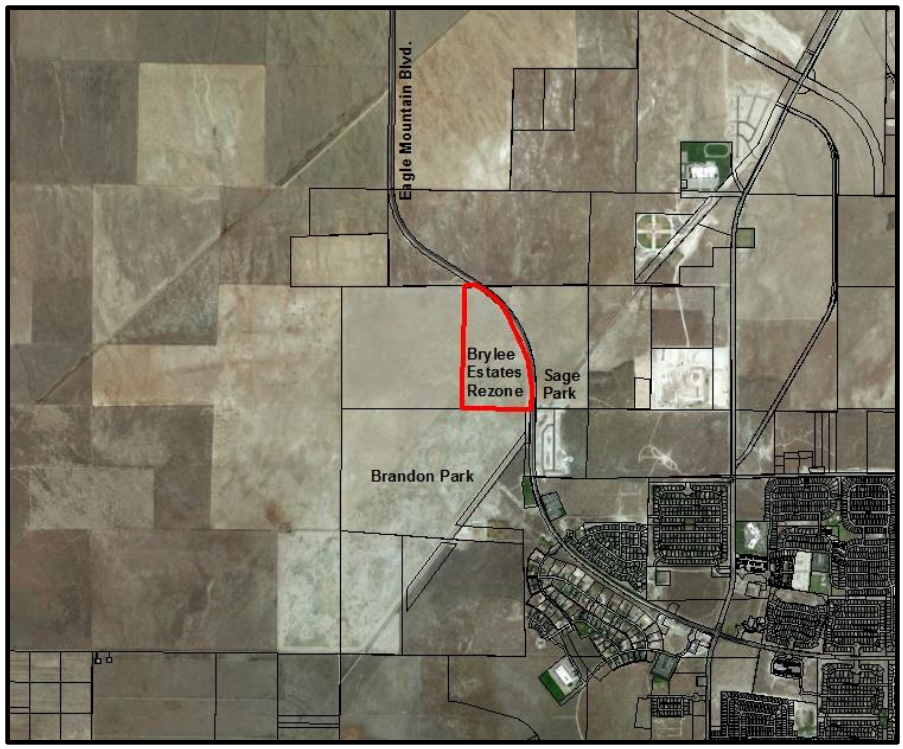
EAGLE MOUNTAIN CITY

City Council Staff Report

MAY 15, 2018

Project:	**Brylee Estates - Rezone**
Applicant:	Matthew Loveland/Utah Real Estate Venture
Request:	Rezone land from Agriculture to Residential/Commercial
Type of Action:	Public Hearing; Action Item

Location
The property is located along Eagle Mountain Blvd west of the Sage Park development.



Planning Commission
The applicant's proposal to the planning commission was for a rezone to residential development. The proposal included a concept plan of single family lots. The discussion between the planning commission and applicant ended with the planning commission recommending approval of the rezone for residential pod and a commercial pod. This change was based on the new updated general plan and transportation corridors.

Proposal
The applicant is proposing rezoning approximately 68.77 acres of land currently zoned agricultural to residential and commercial. This proposal is for a rezone only. The applicant has submitted a land use and concept plan as a reference. The rezone is for a residential pod of 46.9 acres and a commercial pod of 22 acres. The residential zoning complies with the current City's Future Land Use General Plan. The General Plan land use designation for this area is Mixed Use Residential. It is important to note that the northern portion of this proposal is designated as Employment Center/Campus in the proposed new General Plan. The southern portion is designated as Neighborhood One which allows for 2 to 4 units per acre.

Surrounding Zoning
North: Agriculture
East: Residential
South: Residential
West: Agriculture

*****It is important to note that all of the land within Eagle Mountain City that has not been previously rezoned for development is zoned Agriculture. This does not mean that all agriculturally zoned properties are in active agricultural use.

Rezone Criteria for Approval

The rezoning of property does not require the Planning Commission or the City Council to take action based upon findings of facts. The decision made by the Planning Commission and the City Council is considered valid by the courts if it is reasonably debatable that the action could promote the general welfare. Rezone proposals are evaluated using the following criteria:

A. Compliance with Future Land Use Plan (General Plan). The rezone complies with the City's current Future Land Use Plan which designates the area as Mixed Use Residential. Commercial development is also allowed but, is a conditional use in the residential zone; commercial development may not be the predominant use of the development in a residential zone.

B. Compatibility Determination. At this time the surrounding property is zoned agriculture on two sides and residential on two sides. The proposed residential and commercial zone would be compatible with the future proposed uses of the surrounding land and could be considered to be compatible with the existing uses. The property is also located along a major arterial road (Eagle Mountain Blvd). These conditions should all be considered in the decision.

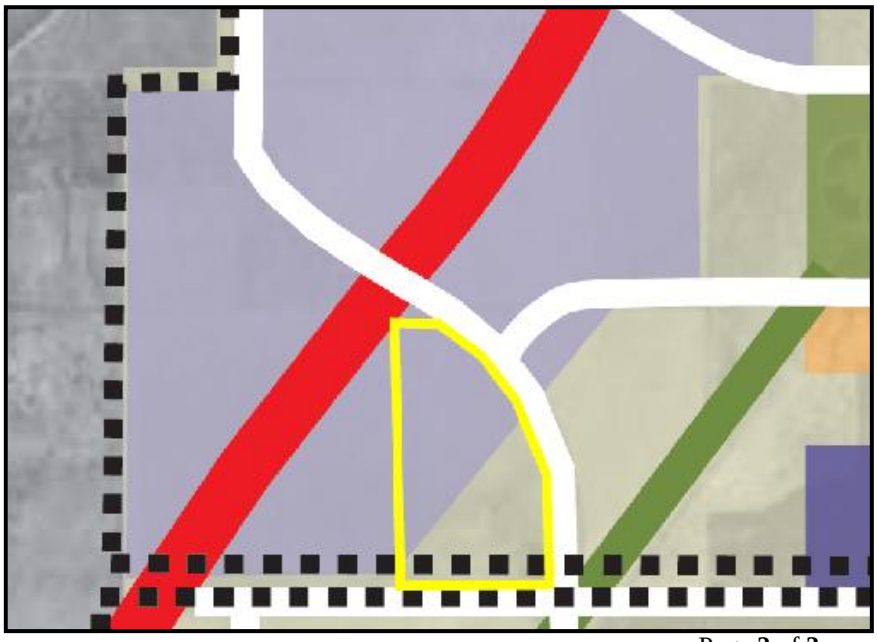
C. Buffering of Incompatible Uses. Surrounding uses include residential development to the east and south. To the north and west agriculture.

Noteworthy Items / Items to Consider

1. Eagle Mountain Blvd/Collector Road to the south. Access onto Eagle Mountain Blvd which is designated as major arterial on the future transportation corridors. Discussion of access on to the road, alignment with other surrounding developments and construction of the collector road to south during the platting process.

2. Parks and Open Space. Discussion on possible improved open space and amenities plans and layout.

3. The New Updated Proposed General Plan. The applicant met with DRC and Planning Commission, during that process the rezone was changed based on the proposed new general plan. Instead of all residential single family they have proposed the northern portion of the rezone as commercial development. While this does not match the new proposed general plan, which shows employment center/campus on the commercial portion of the rezone. It does make sense to have the top



portion as commercial, due to the proposed highway that abuts the northern top of this project and the eastern portion that is along a proposed major arterial.

Development Codes

It is important to note that a rezone does not guarantee approval for development. The applicant or developer still must comply with all of the development standards and requirements found in the City Code, and all requirements of the Fire Code.

Possible Motions

The following motions are provided for the benefit of the City Council. They may be read as the motions or referenced when making motions.

If you, the City Council, feel that the proposed rezone complies with the rezone criteria found in the City Code (and in this report), and that it is reasonably debatable that this rezone could promote the general welfare, then the following motion is appropriate:

I move that the City Council approve the proposed Brylee Estates application with the following conditions:

1. *Any conditions that the City Council deems appropriate.*

If you, the Planning Commission, feel that the proposed rezone does not comply with the rezone criteria found in the City Code (and in this report), and that it is reasonably debatable that this rezone would not promote the general welfare, then the following motion is appropriate:

I move that the City Council deny the proposed Brylee Estates application for the following reasons.

Attachments: Land Use Plan, Concept Plan.

VICINITY MAP

REZONE BOUNDARY DESCRIPTION

A portion of the Southwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, thence N0°31'59"E along the Quarter Section Line 1662.07 feet to the west line of Eagle Mountain Boulevard; thence along said west line the following three (3) courses: S37°34'13"E 60.56 feet; thence along the arc of a 2437.50 foot radius curve to the right 2402.76 feet through a central angle of 37°47'00" (chord: S18°41'43"E 2360.23 feet); thence S0°10'27"W 242.41 feet to the south line of said Section 2; thence S89°24'58"W along the Section Line to the point of beginning

Contains: 49.58 Acres

NORTH

SCALE: 1" = 100'

100 50 0 100

TABULATIONS

COMMERCIAL AREA:	22.66 ACRES
RESIDENTIAL AREA:	46.05 ACRES
TOTAL AREA:	68.82 ACRES
LOT TOTAL:	244 LOTS
DENSITY:	5.30 UNITS/ACRE
OPEN SPACE:	4.34 ACRES (6.6%)
	190,702 S.F.

NOTES

1. ALL CONTOURS SHOWN ARE FROM THE UTAH STATE WEBSITE.
2. BASED ON UTAH COUNTY HAZARDS MAP, LIQUEFACTION POTENTIAL IS VERY LOW. NO FAULT LINES SHOWN

DEVELOPER / OWNER

FIELDSTONE HOMES
17588 S. POINT EXPRESS ROAD, SUITE 400
DRAPER, UTAH 84020
(801)233-4200

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

BRYLEE ESTATES

SAGE PARK SUBDIVISION

EAGLE MOUNTAIN BLVD.

OPEN SPACE #1
2.0 ACRES

OPEN SPACE #2
2.4 ACRES

COMMERCIAL
22.9 ACRES

BRANDON PARK
SUBDIVISION

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

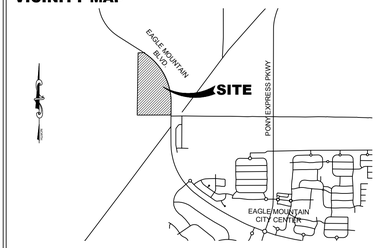
NOT FOR CONSTRUCTION

BRYLEE ESTATES
EAGLE MOUNTAIN, UTAH
CONCEPT PLAN #3

REVISIONS

LEI PROJECT #: 2016-0021
DRAWN BY: MJV
DESIGNED BY: BTG
SCALE: 1" = 100'
DATE: 04/17/2016
SHEET: 1

VICINITY MAP



NOTES

1. ALL CONTOURS SHOWN ARE FROM THE UTAH STATE WEBSITE.
2. BASED ON UTAH COUNTY HAZARDS MAP, LIQUEFACTION POTENTIAL IS VERY LOW, NO FAULT LINES SHOWN

DEVELOPER / OWNER

FIELDSTONE HOMES
12896 S. PONY EXPRESS ROAD, SUITE 400
DRAPER, UTAH 84020
(801)233-8300

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

BRYLEE ESTATES

NORTH

SCALE: 1" = 100'

100 50 0 100

SAGE PARK SUBDIVISION

(±8000 SQ. FT.)

EAGLE MOUNTAIN BLVD.
(PUBLIC - 122' WIDE)

TIER 2 RESIDENTIAL
46.9 ACRES

COMMERCIAL
22.0 ACRES

BRANDON PARK SUBDIVISION

(±8000 SQ. FT.)

4920
4918
4916
4914
4912
4924
4926
4928
4930

POTENTIAL FUTURE FREEWAY

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR CONSTRUCTION

BRYLEE ESTATES

EAGLE MOUNTAIN, UTAH

LAND USE EXHIBIT #1

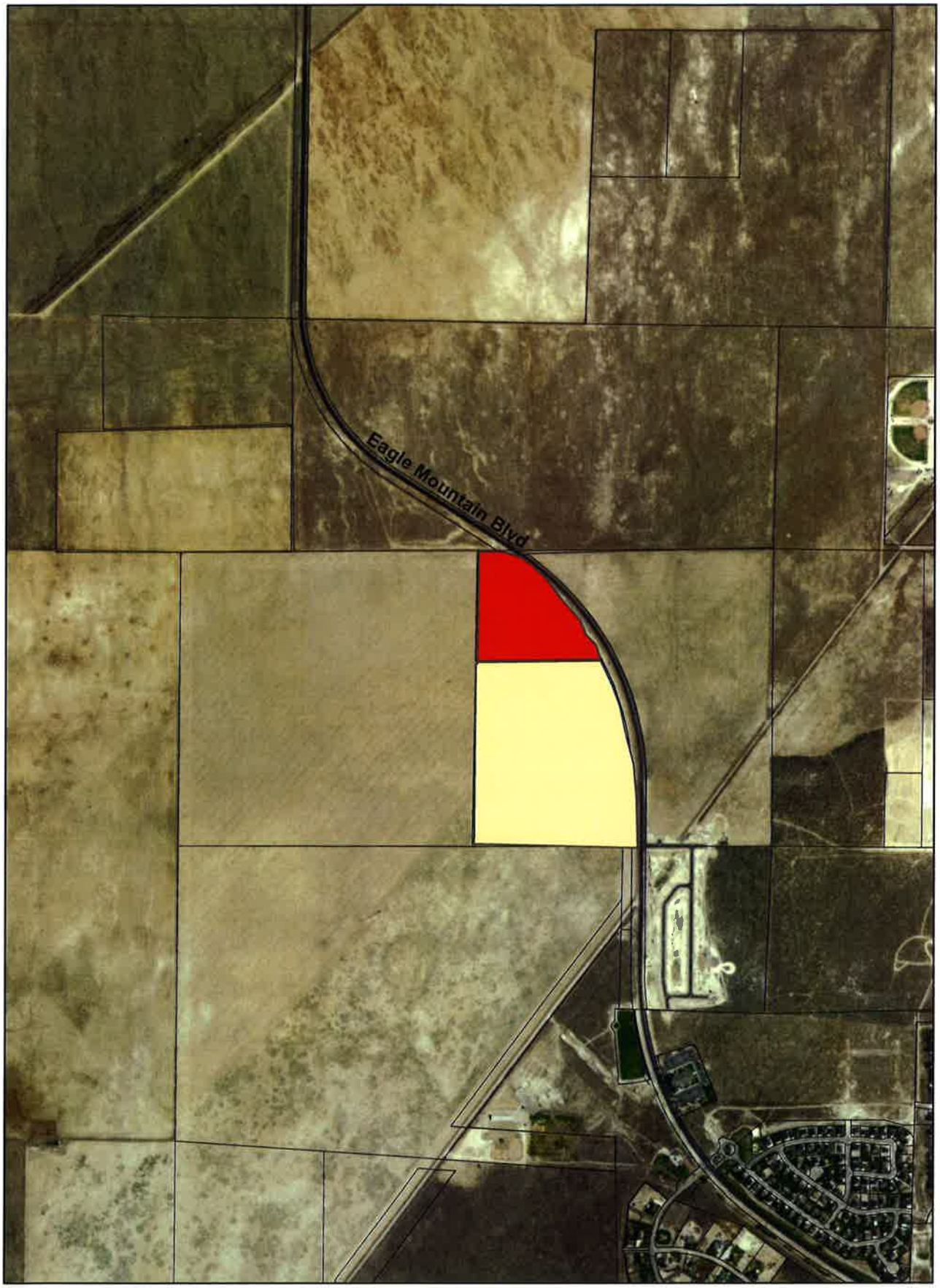
REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2018-0021
DRAWN BY: MJV
DESIGNED BY: BTG
SCALE: 1" = 100'
DATE: 05/03/2018

SHEET 1

U:\5_LEI PROJECTS\2018\2018-0021 FIELDSTONE SMITH SUBD - EMC\ADE\EXHIBITS\18-0021 BRYLEE ESTATES LAND USE EXHIBIT 1.DWG 5/3/2018 10:39 AM

Brylee Estates



Mixed Use Residential

Mixed Use Commercial

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

May 15, 2018
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves.

CITY STAFF PRESENT: Paul Jerome, Assistant City Administrator/Finance Director; David Mortensen, City Treasurer/Assistant Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Melanie Lahman, Chief Deputy City Recorder; Aaron Sanborn, Economic Development Director; Linda Peterson, Communications and Community Relations Director; Evan Berrett, Management Analyst; Steve Mumford, Community Development Director; Mike Hadley, Planning Manager; Tayler Jensen, City Planner; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Facilities/Operations Director; Ross Fowlks, Fire Chief.

Mayor Westmoreland called the meeting to order at 4:10 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS – This was an opportunity for the City Administrator to provide information to the City Council. These items were for information only and did not require action by the City Council.

   None.

2. AGENDA REVIEW – The City Council reviewed items on the Consent Agenda and Policy Session Agenda.

   CONSENT AGENDA (Items 9 and 10)
   9A. January 22, 2018 City Council Minutes

   Councilmember Clark requested that the January 22, 2018 minutes be removed from the Consent Agenda. Mayor Westmoreland directed that they be added to the next meeting's agenda.

   11. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Fiscal Year 2018-2019 Budget. ***This was not an action item, public hearing only***

   City Treasurer David Mortensen explained the changes in the proposed FY 2019 budget since his previous presentation.

   12. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Rezoning 68.77 Acres from Agriculture to Tier II Single Family Residential.

Planning Manager Mike Hadley stated this project, called Brylee Estates, was originally intended to be entirely residential. After discussion with the Planning Commission, the developer agreed to set aside the northern portion of the project as commercial development.

13. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Designating All or a Portion of Meadow Ranch Park as a Dog Park with Dog Specific Facilities and Amenities.

The Parks and Recreation Advisory Board researched the feasibility of building a dog park in the City. The Board considered various locations throughout the City and believed that the proposed Meadow Ranch Park was the most suitable of the potential sites. The park would be operated and maintained by a non-profit organization.

14. MOTION – Pacific Springs, Preliminary Plat.

Mr. Jensen said Pacific Springs consisted of a total of 180 single family residential lots on 41.31 acres, for an overall project density of 4.38 dwelling units per acre (du/ac). This proposal represented a reduction of 33 units from the previously reviewed concept plan. The project was located south of Cory B. Wride Memorial Park, directly north of the Cedar Valley High School and west of Pony Express Parkway.

Because the project is adjacent to Wride Memorial Park, the developers asked to be allowed to buy down some of the park requirements, meaning they would build fewer parks and amenities in the project and provide the rest of the funds to the City for use in Wride Memorial Park. Buy-downs have been done successfully in other, recent projects such as Oak Hollow.

The Planning Commission recommended that the City Council require a HAWK street crossing signal on Pony Express Parkway across from Wride Memorial Park. Councilmember Burnham asked Mr. Cook if that could be considered a taking, since it hadn't been required of any other developments. Mr. Cook said if the project created a need for it, the developers should pay for it. If the project created a partial need, the City could consider an impact fee reimbursement for part of the cost.

Councilmember Reaves felt the buy-down funds should be used for another park rather than Wride Park, since Phases 1A and 1B will have been completed by the time Pacific Springs was built.

Parks and Recreation Director Brad Hickman said the funds were intended to benefit the residents in that development. Adding a component to Wride Park would likely be more effective than building additional small parks.

Mayor Westmoreland multi-use fields were always in demand and could easily be completed with those funds. Councilmember Curtis suggested additional trees.

15. MOTION – SilverLake Phase 20, Preliminary Plat.

Mr. Jensen said SilverLake Phase 20 was a 12.618 acre, 97 unit residential development containing 41 cluster lots and 56 townhome units. A large clubhouse facility was also proposed as part of this plat. It was located south of the Tickville Wash and SilverLake

Plat 19. The applicant was applying for both a preliminary plat and a site plan; the City Council could vote on the items together or separately.

The applicant has completed a traffic study for all 1,200 units that are planned to eventually be built south of the Tickville Wash. The 97 proposed lots within SilverLake 20 were included within this study. The traffic study showed multiple intersections operating at an F level of service without this project or any mitigation. The planned improvements to Pony Express Parkway, Porter's Crossing, Woodhaven Blvd. and Golden Eagle Road would bring all intersections up to an acceptable level of service.

Councilmember Clark was very concerned that Golden Eagle Road wasn't completed, and additional traffic would be pushed onto residential roads. Mr. Jensen said the developers believed they would have Golden Eagle Road completed before the new school opened.

16. MOTION – Public Water Supply Agreement between Eagle Mountain City, Utah, and the Alpine School District.

City Attorney Jeremy Cook stated this was the City's standard water rights purchase agreement for Central Water Project (CWP) water. Alpine School District (ASD) wished to make a bulk purchase in preparation for the construction of future schools.

Mayor Westmoreland stated Mr. Pili initiated discussion of this agreement with ASD several months ago. It would save ASD a considerable amount in water costs and enable Eagle Mountain use up its annual water allocation from CWP. The City was under pressure at the time to exhaust the allocation.

Councilmember Curtis asked how fair market value was calculated for water. Mr. Jerome stated the price Alpine would pay was the current price when the agreement was first being negotiated. While the price has risen since then, the City agreed to honor the price agreed to verbally during the initial discussions.

Ms. Kofoed stated there was precedent for this type of agreement. The City sold water to Vineyard City at a reduced price several years ago when there was an earlier need to exhaust the annual water allocation.

17. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater Industrial Park Community Reinvestment Project Area #1 Plan, as Approved by the Eagle Mountain Redevelopment Agency, as the Official Community Reinvestment Project Area Plan, and Directing that Notice of the Adoption be Given as Required by Statute.

Mr. Sanborn said this was a proposed data center project to be located on 487 acres in the Sweetwater Industrial Park. The first two phases would bring 30 full-time jobs, as well as about 300 collateral jobs in trade and service industries, and an investment of $750M, divided between real and personal property.

At this time the property brings in $66 in total property taxes per year, divided among all taxing entities, giving Eagle Mountain City $6 per year. At the conclusion of a 20-year tax incentive project area, the data center would generate over $8M annually among all taxing entities, of which Eagle Mountain would receive $758K annually.

The company made a significant request for 80% of the real property taxes and 100% of the personal property taxes to be returned to the company over 20 years, due to the size of the up-front investment the company would make. The company's up-front investment was likely to be approximately $100M in public infrastructure costs. It would build infrastructure in excess of what the data center needed, to enable additional businesses to locate nearby. In addition, data centers reinvest in equipment every three to five years, so the taxable value of the project would remain high after the end of the tax incentive.

By State statute, 10% of the project's value, in this case $750,000 per year, must be paid to the Redevelopment Agency to support affordable housing.

Councilmember Reaves asked if any of the City's existing housing would qualify for affordable housing. Mr. Sanborn said he was looking into the exact definition of affordable housing.

Councilmember Curtis asked if the RDA Board would program those funds. Mr. Sanborn responded the Board would have control of how the funds were used. They could be used to build or refurbish housing, support affordable housing programs existing in Utah County and possibly fund infrastructure benefitting such housing.

18. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the City and the Eagle Mountain Redevelopment Agency.

Mr. Sanborn explained that, because a Redevelopment Agency was not a taxing entity, an agreement would have to be made with the City Council in order to provide funding to the agency. If the City Council and the Board were comprised of the same persons, the agreement was still required.

Each taxing entity party to the project would have to execute a similar interlocal agreement with the Redevelopment Agency Board. The agreements set out the terms for the distribution of tax revenue through the course of the project. If the project were to grow beyond the scope of the project area plan and budget, the agreements were flexible enough to accommodate that. The limit allowed by law was 40 years from the beginning of the project.

19. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Development Agreement between Eagle Mountain City, Utah and Stadion, LLC.

Mr. Sanborn stated this development agreement set the terms and conditions under which Stadion, LLC would develop the project located in the Sweetwater Industrial Park, including specific infrastructure improvements and the schedule for their construction.

Mr. Cook stated this was similar to a master development agreement. Among the improvements called for in the agreement, the company would reimburse the City for $21M in infrastructure improvements not related to the project's requirements and would extend Pony Express Parkway south to the data center's location. The company would receive some impact fee credits, just as any other developer would. He asked the Council to authorize City staff determine specific projects and credit amounts.

Councilmember Curtis asked if a secondary water system could be constructed. Mr. Cook said it would require extensive permitting and Eagle Mountain doesn't have a source for secondary water.

20. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Water and Sewer Agreement between Eagle Mountain City, Utah and Stadion, LLC.

Mr. Sanborn stated this agreement spelled out the conditions under which the City would integrate Stadion's water needs into the City water and sewer system, since data centers were high-water-use operations.

Councilmember Clark asked how that would work in the event of an emergency. Mr. Cook said residents' health, safety and welfare issues would take priority over the company's needs. However, company operations would take priority over outdoor irrigation.

Mr. Jerome pointed out the City's water system was more than adequate to serve its needs. The entire City could be supplied by well #1 alone during the winter, because there was no outdoor irrigation going on. The company planned to construct an additional well and water tank as part of their $21M in upfront infrastructure construction, as well as upgrading the CWP booster station.

RDA MEETING AGENDA REVIEW

3. ORDINANCE – An Ordinance of the Redevelopment Agency of Eagle Mountain City, Utah, Adopting the Fiscal Year 2018-2019 Budget.

City Treasurer David Mortensen stated there were no changes to the proposed budget since the previous Redevelopment Agency Board meeting. This was not an action item. The budget will be adopted on June 19.

4. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving the Draft Sweetwater Industrial Park Community Reinvestment Project Area #1 Plan as the official Project Area Plan.

Mr. Sanborn stated a redevelopment agency project was governed by a project area plan and a project area budget. The parcel of land involved in the proposed data center project was generating a total of $66 in annual property tax revenue for all taxing entities. If developed under this plan and budget, the property would generate significant revenue, in addition to infrastructure improvements. The company committed to install more infrastructure than needed for its own project to facilitate other development in the area. While data centers bring in few direct full-time jobs, they generate a lot of revenue and provide an excellent opportunity for other businesses to follow and require relatively small amounts of municipal services.

5. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving the Draft Sweetwater Industrial Park Community Reinvestment Project Area #1 Budget as the Official Project Area Budget.

Mr. Sanborn noted this item had the same background as the previous item.

6. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Eagle Mountain City for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater Industrial Park Community Reinvestment Area #1.

Mr. Sanborn stated this agreement was the document that permitted the Redevelopment Agency to receive property tax from each of the taxing entities. There were some changes that were made in the agreement to comply with State law and to clarify certain issues.

1. The agreements sent to Unified Fire Authority and Alpine School District had language that should have been removed regarding the financial definition of a phase. Mr. Sanborn asked that the RDA Board authorize staff to work with those entities to correct the agreements.
2. The water district agreement referred to changes in its other interlocal agreement with the City. The district requested those changes be removed from this agreement and added to the other. Its agreement also limited the tax increment to $4.8M. Staff requested that that be removed.

City Attorney Jeremy Cook stated items 7 – 10 were substantially the same, except for the entity with which the agreement was being made.

7. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Utah County for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater Industrial Park Community Reinvestment Area #1.

8. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Alpine School District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater Industrial Park Community Reinvestment Area #1.

9. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Central Utah Water Conservancy District for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater Industrial Park Community Reinvestment Area #1.

10. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Unified Fire Service Area for the Collection and Remittance of Incremental Property Taxes Collected from Property Within the Sweetwater Industrial Park Community Reinvestment Area #1.

11. RESOLUTION – A Resolution of the Redevelopment Agency of Eagle Mountain City, Utah, Authorizing the Chair of the Redevelopment Agency to Enter Into and Execute a Participation Agreement with Stadion, LLC in the Sweetwater Industrial Park Community Reinvestment Project Area #1. The Participation Agreement Sets Forth the Conditions of

Reimbursement to Stadion, LLC for Certain Costs Involved in Developments in the Project Area; and Providing for an Effective Date.

Mr. Sanborn stated this was the agreement that authorized the Redevelopment Agency to transfer any incentives to the company according to the terms of the project area budget and the timing of those incentives.

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

No Closed Executive Session was held.

Mayor Westmoreland adjourned the meeting at 6:04 p.m.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; David Mortensen, City Treasurer/Assistant Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Melanie Lahman, Chief Deputy City Recorder; Aaron Sanborn, Economic Development Director; Linda Peterson, Communications and Community Relations Director; Evan Berrett, Management Analyst; Steve Mumford, Community Development Director; Mike Hadley, Planning Manager; Tayler Jensen, City Planner; Chris Trusty, City Engineer; Ross Fowlks, Fire Chief.

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:00 p.m.

6. PLEDGE OF ALLEGIANCE

Mayor Westmoreland led the Pledge of Allegiance.

Mayor Westmoreland announced the Council would begin by convening as the Redevelopment Agency Board.

MOTION: ***Councilmember Burnham moved to convene the Redevelopment Agency Board meeting. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

The Redevelopment Agency Board meeting was convened at 7:03 p.m.

MOTION: ***Councilmember Gricius moved to adjourn the Redevelopment Agency Board meeting and reconvene the City Council meeting. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

The Redevelopment Agency Board meeting was adjourned at 7:55 p.m. and the City Council meeting was reconvened at the same time.

7. INFORMATION ITEMS/UPCOMING EVENTS

- Youth Council Election – The Eagle Mountain Youth Council election was held on May 8. Isaac Barrus will be the Youth Mayor for the 2018-2019 school year. Jordan Noyes, Brooke-Lynn Bytheway, Kayla Hall, Carter Morrison, and Tyler Manuel will serve as council members.
- Town Hall Meeting – A Town Hall meeting will be held tomorrow, May 16 at 7:00 p.m. The meeting will be focused on parks and recreation in the City, including an overview of upcoming events and programs and information on how residents can be involved.
- Pony Express Days Discount Carnival Tickets – The Pony Express Days carnival will be held May 31, June 1, and June 2. Discount tickets at $20 for a one-day unlimited ride pass are available for purchase at City Hall during business hours or at all Eagle Mountain schools except Frontier Middle School.
- Pony Express Rodeo and Demolition Derby – The Pony Express Rodeo will be held Memorial Day weekend on Friday, May 25, Saturday, May 26, and Monday, May 28. The Demolition Derby will be held Saturday, June 2. Tickets for both events are available at ponyexpressevents.com.
- Pony Express Days – Pony Express Days will be held May 25 through June 2. Events include those previously mentioned, as well as a free bike ride and pancake dinner, family fun night and movie in the park, and parade! For event information, please visit emcity.org/ped.
- Volunteers Wanted – Volunteers are wanted for Pony Express Days and other community events. Pick from available shifts. Register at emcity.org/volunteers.
- The Memorial Day program at the Pony Express Memorial Cemetery will begin at 10:00 a.m. The public is invited to attend and bring blankets or lawn chairs. In the event of inclement weather, the program will be moved to City Hall.

8. PUBLIC COMMENTS – Time has been set aside for the public to express their ideas, concerns and comments.

None.

9. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis
Councilmember Curtis thanked everyone for attending the meeting.

Councilmember Burnham
Councilmember Burnham expressed appreciation for those who attended the meeting and were willing to be part of the governmental process.

Councilmember Reaves
Councilmember Reaves enjoyed the activities provided by the City in May and June. He invited residents to attend the events.

Councilmember Clark

Councilmember Clark appreciated the residents' involvement. She explained that the Council didn't ask a lot of questions during the Redevelopment Agency meeting because they have already read hundreds of pages of documents and asked many questions. She commended the City staff who put in hours of overtime to work through the redevelopment project, especially Jeremy Cook, Fionnuala Kofoed, Aaron Sanborn and Paul Jerome.

Councilmember Gricius
Councilmember Gricius echoed the previous comments and welcomed everyone to the meeting.

Mayor Westmoreland
Mayor Westmoreland welcomed everyone to the meeting. He said it was an exciting time to be part of Eagle Mountain City. He appreciated the hard work put in by the Council and staff, and the input from residents.

CONSENT AGENDA

10. MINUTES
    A. January 22, 2018 – Special City Council Meeting
    B. May 1, 2018 – Regular City Council Meeting

Councilmember Gricius asked for a correction on the May 1, 2018 minutes. The minutes of the discussion on blasting incorrectly stated the types of structures she wanted the blasting ordinance to protect. The corrected statement read "all permanent structures."

MOTION: ***Councilmember Reaves moved to approve the Consent Agenda with the exception of the January 22, 2018 minutes and with a correction to the May 1, 2018 minutes as stated above. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

SCHEDULED ITEMS

PUBLIC HEARING

11. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Fiscal Year 2018-2019 Budget. *****This is not an action item, public hearing only*****

Utah State statute requires that the City Council hold a public hearing on the tentative budget and that the budget be adopted by June 30. The tentative budget was accepted by the City Council on May 1, 2018. The final budget will be adopted on **June 19** and will be the document that governs the expenditures for FY 2018-2019.

City Treasurer David Mortensen stated the expenditures in the Enterprise, Capital Projects and Debt Service Funds would be lower than the last fiscal year. The General Fund and Impact Fee Fund expenditures would be higher. The cost of government per capita would be reduced to $321.

Mayor Westmoreland opened the public hearing at 8:17 p.m.

Tyler Shimakonis asked where fines and forfeitures came from. Mr. Mortensen said they were Library fines and Utility Billing fines.

Mr. Shimakonis asked if there was a cushion in the General Fund in case a school was built in the City mid-year. Mr. Mortensen said State statute required cities to keep a reserve of from 5-25% of their revenues. Eagle Mountain's reserve was at 25%.

Mayor Westmoreland closed the public hearing at 8:18 p.m.

PUBLIC HEARING

12. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Rezoning 68.77 Acres from Agriculture to Tier II Single Family Residential.

This item was discussed after item 14.

Mayor Westmoreland stated the project, named Brylee Estates, was changed from entirely residential to 46.9 acres from Agriculture zoning to Tier II Residential and 22 acres from Agriculture to Commercial.

Planning Manager Mike Hadley said the project was located west of Eagle Mountain Boulevard and north of Brandon Park Estates.

Mayor Westmoreland opened the public hearing at 9:53 p.m.

Jeff Ruth felt the Council needed to be sure there was a variety of lot sizes in the project.

Dean Kesler asked at what point Eagle Mountain would no longer be eligible for USDA mortgage programs. The City's population may be approaching the threshold for ineligibility.

Mayor Westmoreland closed the public hearing at 9:56 p.m.

MOTION: ***Councilmember Burnham moved to adopt an ordinance of Eagle Mountain City, Utah, rezoning 46.9 acres from Agriculture to Tier II and Tier III Single Family Residential and Commercial, with 22 acres being Commercial, 15 acres being Tier III and the balance of the property being Tier II with a minimum of 15 lots being 8,000 sq. ft. or larger and the Tier III residential being adjacent to the Commercial acreage. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

PUBLIC HEARING

13. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Designating All or a Portion of Meadow Ranch Park as a Dog Park with Dog-Specific Facilities and Amenities.

This item was discussed prior to item 12.

Michael Johnson, representing the Eagle Mountain Dog Park Foundation, explained the proposed resolution was for the designation of all or a portion of the Meadow Ranch Park as a dog park. The proposed park would have dog-specific facilities and amenities. The Parks and Recreation Advisory Board and the foundation reviewed four possible locations and chose Meadow Ranch Park. Shortly before the City Council meeting, a location in SilverLake was suggested, as well.

The Council discussed the proposal with Parks and Recreation Director Brad Hickman.

Mayor Westmoreland opened the public hearing at 8:36 p.m.

Those in favor of the dog park were:
Frank Fotiatis
Anjanel Larsen
Mayor Westmoreland read a statement from Sgt. Roger Williams

Those opposed to locating the dog park in Meadow Ranch were:
Lisa Bowman spoke and read a statement from Kim Flora
Lindy Isaacson (brought a petition)
A resident read a statement from Kim Flora
Jeremy Wilson
Aaron Monson
Tracy Thomas
Mayor Westmoreland read a statement from Ching Carlson
Holly Harwood (brought messages from residents unable to attend the meeting)
Lucas Harwood
Roger Hurst

Tyler Shimakonis invited residents to get involved and help find solutions. He mentioned the Parks and Recreation Advisory Board was looking for another member. As a police officer, he stated Lehi, Saratoga Springs, and Utah County law enforcement trained during the day, so night training would not be a problem.

Mayor Westmoreland closed the public hearing at 9:04 p.m.

After discussion, the Council agreed that Meadow Ranch Park was not an ideal location for a dog park.

MOTION: ***Councilmember Gricius moved to deny a resolution of Eagle Mountain City, Utah, designating all or a portion of Meadow Ranch Park as a dog park with dog specific facilities and amenities. Councilmember Reaves seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

The Council instructed the Parks Department and the Parks and Recreation Advisory Board to look for additional locations that might be suitable for a dog park, including parks located or that will be located in subdivisions.

14. MOTION – Pacific Springs, Preliminary Plat.

City Planner Tayler Jensen said the proposed preliminary plat contained 180 single family units, a reduction of 33 units from the concept plan. The 41.31 acre parcel was located south of Cory B. Wride Memorial Park, north of the Cedar Valley High School site on the west side of Pony Express Parkway. The developers requested a partial buy-down of open space, due to the project's proximity to Cory B. Wride Memorial Park, with the buy-down funds to be used for amenities in Wride Park.

MOTION: ***Councilmember Burnham moved to approve the Pacific Springs preliminary plat with the conditions stated by the Planning Commission, with the exception of condition #5, and authorizing City staff to determine whether a crossing is necessary and if so, allowing a portion of the parks funding to be used for the crossing. Councilmember Curtis seconded the motion.***

The conditions stated by the Planning Commission were as follows:

1. All lots shall have frontages of at least 55'.
2. A park fee-in-lieu of $197,150 shall be collected as an open space buy-down.
3. Three elevation schemes shall be used for repeated floor plans and shall be approved by the Community Development Director.
4. Homes sited on adjacent lots (or directly across the street/sharing frontage) shall have different floor plans (or elevations) and different color schemes.
~~5. A mid-block HAWK signal shall be provided to the north of the project to allow safe pedestrian access to Cory B. Wride Memorial Park.~~
6. A traffic signal shall be placed at the intersection of Mid Valley Road and Pony Express Parkway when the warrants are met.
7. Required collector/arterial road fencing shall be installed with infrastructure.
8. All lots shall meet the side setbacks set forth in the Municipal Code.

Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.

15. MOTION – SilverLake 20, Preliminary Plat.

City Planner Tayler Jensen stated the proposed preliminary plat contained a total of 97 units, 41 cluster lots and 56 townhomes, as well as a clubhouse. The 12.61 acre property was located south of the Tickville Wash and SilverLake Plat 19.

Councilmember Clark told Nate Hutchinson, President of Rockcress Development, that she drove through the area shortly before this meeting. She found the roundabout and the park strips very unattractive and full of weeds. She questioned why the Council would approve more construction when the completed areas weren't being taken care of.

Mr. Hutchinson stated he had crews working on landscaping projects that weren't actually his company's responsibility. Many projects had been left undone before Rockcress bought the property out of bankruptcy. He also stated the company had donated millions of dollars' worth of land to the City for open space.

Mr. Mumford said there was $380,000 in fee-in-lieu funds available from the developers to the City to benefit SilverLake residents. The developers had been using those to finish the Ansley Lane park and complete the SilverLake Parkway landscaping, which will take more than 50% of those funds.

Councilmember Clark asked when Golden Eagle Road would be completed. Mr. Hutchinson said they would be happy to deed the land to the City if someone was ready to finish the road. Short of that, the developers were working their way towards finishing Golden Eagle.

Councilmember Clark noted that when Plats 16 and 17 were approved, the developers said the road would be completed before school started.

Mr. Hutchinson stated all the construction was taking longer than expected. Housing prices had gone up significantly.

Councilmember Curtis said two plats have exceeded the density allowed by the development agreement. Mr. Hutchinson said it made sense to put the townhomes together, close to the clubhouse.

Mr. Hutchinson and the Council had an extensive discussion and worked out a design acceptable to everyone.

MOTION: ***Councilmember Burnham moved to approve the second proposed SilverLake Plat 20 preliminary plat, authorize City staff to work with the developer to solve any minor issues that might arise due to the quick design process, and include the Planning Commission recommendations, except for those that no longer apply due to the change in construction. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark and Stephanie Gricius. Those voting no: Colby Curtis and Benjamin Reaves. The motion passed with a vote of 3:2.***

1. The applicant shall pay a park cash escrow of $2,810.40 per lot/unit (total escrow of $272,608.90) prior to recording this plat.
2. Side elevations of townhomes that face public rights-of-way shall have the same features in the same proportions as front elevations.
3. Clubhouse shall be designed and have received approval from the Community Development Director prior to recording SilverLake Plat 20.
4. A clubhouse must be constructed (have received a certificate of occupancy) prior to receiving certificates of occupancy for more than 75 townhome units in SilverLake, south of the wash.
5. The applicant shall provide a master parks and trails plan.
6. The applicant shall extend the cluster lot road to accommodate snow removal and parking.

16. MOTION – Public Water Supply Agreement between Eagle Mountain City, Utah, and the Alpine School District.

This item was discussed during Work Session.

MOTION: ***Councilmember Burnham moved to approve a public water supply agreement between Eagle Mountain City, Utah, and the Alpine School District in the amount of $971,500.00. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

17. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater Industrial Park Community Reinvestment Project Area #1 Plan, as Approved by the Eagle Mountain Redevelopment Agency, as the Official Community Reinvestment Project Area Plan, and Directing that Notice of the Adoption be Given as Required by Statute.

This item was discussed during Work Session.

MOTION: ***Councilmember Burnham moved to adopt an ordinance of Eagle Mountain City, Utah, adopting the Sweetwater Industrial Park Community Reinvestment Project Area #1 Plan, as approved by the Eagle Mountain Redevelopment Agency, as the official Community Reinvestment Project Area Plan, and directing that notice of the adoption be given as required by statute. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

18. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between the City and the Eagle Mountain Redevelopment Agency.

This item was discussed during Work Session.

MOTION: ***Councilmember Gricius moved to adopt a resolution of Eagle Mountain City, Utah, approving an interlocal cooperation agreement between the City and the Eagle Mountain Redevelopment Agency, as amended during the Redevelopment Agency meeting. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

The changes discussed during the Redevelopment Agency meeting were as follows:

1. The duration of the tax increment agreement was changed to 40 years.
2. The financial definition of a phase was removed, as phases could vary in value.
3. Any additional phases not covered in the current project plan and budget would have to be added to the plan and budget so they could fall under the tax increment agreement.

19. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Development Agreement between Eagle Mountain City, Utah and Stadion, LLC.

This item was discussed during Work Session.

MOTION: ***Councilmember Clark moved to adopt a resolution of Eagle Mountain City, Utah, approving a development agreement between Eagle Mountain City, Utah and Stadion, LLC, authorizing staff to make changes to the exhibits necessary to reflect changes in the system and development improvement costs and the allocation of the infrastructure to different system categories. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

20. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Water and Sewer Agreement between Eagle Mountain City, Utah and Stadion, LLC.

This item was discussed during Work Session.

MOTION: ***Councilmember Burnham moved to adopt a resolution of Eagle Mountain City, Utah, approving a water and sewer agreement between Eagle Mountain City, Utah and Stadion, LLC authorizing staff to make changes as necessary to comply with***

the development agreement, as approved by the City Administrator and City Attorney. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.

21. CITY COUNCIL/MAYOR'S BUSINESS

No comments.

22. CITY COUNCIL BOARD LIAISON REPORTS

None.

23. COMMUNICATION ITEMS
    A. Upcoming Agenda Items
    B. Financial Report

24. ADJOURNMENT

MOTION: ***Councilmember Curtis moved to adjourn the meeting at 11:38 p.m. Councilmember Gricius seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.***

Approved by the City Council on June 19, 2018.

Fionnuala B. Kofoed, MMC
City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **JULY 16, 2019**
TITLE:	Brylee Estates Phase B, Preliminary Plat & Site Plan
ITEM TYPE:	Preliminary Plat & Site Plan
APPLICANT:	Concord Homes

ACTION ITEM:
Yes

PUBLIC HEARING:
No

REQUIRED FINDINGS:
Lighting Plan. A lighting plan, which indicates the illumination of all interior areas and immediately adjoining streets showing the location, height, lumen output and type of lighting proposed.
Mailboxes. Mailbox location is shown on the plans as NCBU, and seems to be in an appropriate location.
Architectural standards 17.72(E)(2). Multifamily buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable.
Setbacks. Per 17.25 Tier IV setbacks are 20 feet between buildings. All buildings need to be separated by at least 20'.
Slope Stability Study. There are no steep slopes in this development and no required retaining walls.
Collector Road Fencing. City Code (16.35.090) requires that any lots that have side or rear yards along an arterial or collector road, the applicant shall provide fencing

BACKGROUND:
The proposed preliminary plat and site plan is for a multi-family project consisting of 162 town home units on 14.96 acres within the Brylee Estates development. The property is located west of Eagle Mountain Boulevard and north of the existing Brandon Park development. The density for this project was approved with the overall Brylee Estates development.
This property was rezoned on April 24, 2018, allowing for a maximum density of 180 total units on 15.02 acres. The applicant is now coming through with a preliminary plat based on the approved rezone, and is proposing 162 total units.
The proposed use is consistent with the rezoning of the property, the use complies with Health, Safety, and Welfare thus it is in compliance with 17.95.060 A-D.
The City Engineer has reviewed this traffic study and it has been approved in the past with previous versions of Brylee Estates. Thus the project is compliant with Conditional Use Standards 17.95.
Multifamily developments require 2 1/3 parking stalls per unit thus this 162-unit development is required to provide 378 parking stalls. The applicant is proposing 378 parking stalls. This complies with the city code requirement.
Open Space. This proposal requires 3.72 acres of improved open space and 372 amenity points. The applicant is proposing 4.29 acres of improved open space and a total of 377 amenity points including the required pool and clubhouse. Attached is the open space worksheet for this development.

ITEMS FOR CONSIDERATION:

RECOMMENDATION:
Staff Recommends the following possible motions:

Option 1)
I move that the Eagle Mountain City Council approve the Brylee Estates Phase B Site Plan and Preliminary Plat with the following conditions:
1) Buildings shall be separated by 20 feet.
2) Town-home elevations shall comply with Chapter 17.72 Multifamily Design Standards.
3) Retention shall either be underground or else the project shall be

that complies with the City's Residential Collector Road fencing standards. This fence shall be installed with public infrastructure. This project has an arterial/collector road to the east.

PREPARED BY:
Michael Hadley, Planning

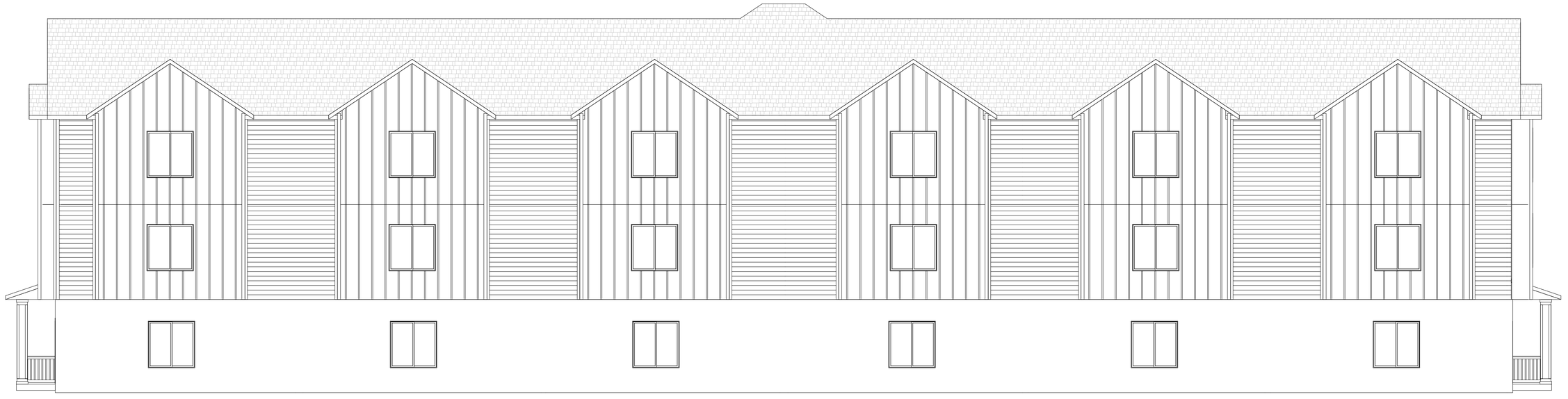
redesigned so the sport court is not placed in a retention pond.
4) Elevations for the clubhouse shall be submitted and the clubhouse shall comply with 17.30.090.
5) Any additional conditions the CC feels are appropriate.

Option 2)
I move that the Eagle Mountain City Council table the Brylee Estates Phase B site plan,and preliminary plat with the following direction/instructions...

Attachments:
Brylee Elevations
Lot Layout
Open space worksheet (1)

concordhomes

EAGEL MOUNTAIN TOWN HOMES



ELEVATIONS

SCALE: 3/16 = 1'-0"

5

concordhomes

EAGLE MOUNTAIN
TOWN HOMES

ELEVATIONS

SCALE: 3/16 = 1'-0"

6

40

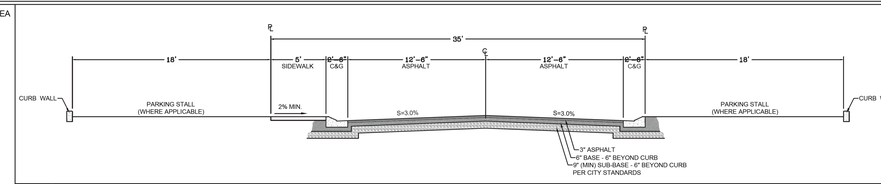
35
2
NORTH 1/4 CORNER
SECTION 2, T6S, R2W, SLB&M
(FOUND 1958 UTAH COUNTY MONUMENT)

QUARTER SECTION LINE: N0°51'28"E 4718.50 (MEASURED)

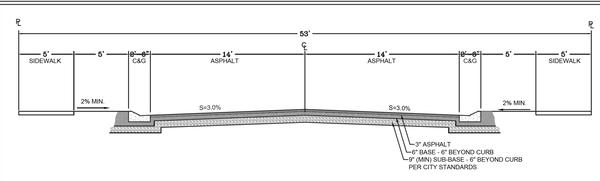
LIMITED COMMON AREA
6' VINYL FENCE
10.00
26.00
46.00
101
1196 S.F.
46.00
26.00
NORTH

SCALE: 1" = 50'
50 25 0 50

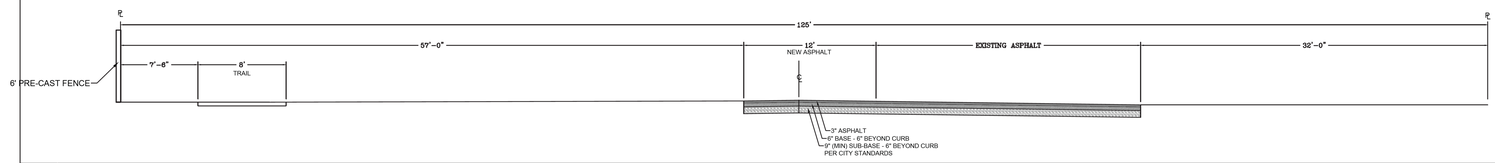
TYP. UNIT SIZE



1 35' ROAD CROSS SECTION



2 53' ROAD CROSS SECTION



3 125' ROAD CROSS SECTION

FUTURE BRYLEE DEVELOPMENT
SHADED AREA REPRESENTS TABULATED OPEN SPACE AREA
6' VINYL FENCE
EAST 1221.97
20.00
10.00 MIN (TYP.)
20.00 MIN (TYP.)
SAGE PARK SUBDIVISION
6' PRE-CAST FENCE
MONUMENT SIGN
EAGLE MOUNTAIN BLVD. (PUBLIC - 125' R.O.W.)
EMERALD WAY (PUBLIC - 53' R.O.W.)
MONUMENT SIGN
R=2437.50
Δ=11°35'16"
L=492.97
CH=S16°34'22"E 492.13
6' PRE-CAST FENCE
FOLKSTONE DR. (PUBLIC - 53' R.O.W.)
S79°41'28"W 158.22

RYEGRASS DRIVE
(PRIVATE - 35' R.O.W.)

WILLOW TREE ROAD (PRIVATE - 35' R.O.W.)
INLAND WAY (PRIVATE - 35' R.O.W.)
GREENFIELD WAY (PRIVATE - 35' R.O.W.)
EVERGREEN WAY (PRIVATE - 35' R.O.W.)
SPORT COURT (RETENTION/UNDERGROUND RETENTION)
CLUBHOUSE
POOL
BASKETBALL/ TOT LOT/ OTHER
15' MIN (TYP)
NCBU
GARDEN GROVE DRIVE
(PRIVATE - 35' R.O.W.)
TOT LOT
WILLOW TREE ROAD (PUBLIC - 53' R.O.W.)
20.00
WEST 1214.16
6' VINYL FENCE
N0°51'28"E 500.06
B & H LAND HOLDING LLC
6' VINYL FENCE
22.07
N0°51'28"E 944.23
POINT OF BEGINNING
FUTURE BRYLEE ESTATES PHASE A
BRYLEE ESTATES PHASE A
SECTION LINE-BASIS OF BEARING
N89°55'09"W 2688.69 (MEASURED)
SOUTH 1/4 CORNER
SECTION 2, T6S, R2W, SLB&M
(FOUND 1958 UTAH COUNTY MONUMENT)
SOUTHEAST CORNER
SECTION 2, T6S, R2W, SLB&M
(FOUND 1974 UTAH COUNTY MONUMENT)

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER
No. 323808
BRIAN T. GABLER
STATE OF UTAH

BRYLEE ESTATES - PHASE B
EAGLE MOUNTAIN, UTAH
LOT LAYOUT

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2019-0029
DRAWN BY: DSE/MJV
DESIGNED BY: BTG
SCALE: 1" = 50'
DATE: 05/23/2018

SHEET
2

Brylee Estates - Phase B

Parks and Open Space Worksheet

Units	162	units
Req'd open space	3.72	acres
Req'd points	372	points

Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	8	16
Bicycle Rack (4+ bikes)	2		0
Trees (5) (A majority must be shade trees)	2	10	20
Shade Structure	4		0
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	21	126
Parking* (5 stalls)	6	3	18
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		0
Playground Equipment* per $1,000	2	30	60
Splash Pad* per $1,000	2		0
Tennis Court (6,600 sq ft or 55'x120')	100		0
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other:	Varies		
Other:	Varies		
TOTAL			**377**

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

July 16, 2019, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Melissa Clark, and Stephanie Gricius.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Tayler Jensen, Planner; Aaron Sanborn, Economic Development Director; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Brad Hickman, Parks and Recreation Director; Linda Peterson, Communications Director; Zac Hilton, Streets and Storm Drain Manager; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

Mayor Westmoreland called the meeting to order at 4:10 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE - UFA

City Administrator Ifo Pili introduced Fire Chief Ross Fowlks. Chief Fowlks said when Unified Fire Authority began servicing Eagle Mountain City, the staffing was maintained with three full-time employees and three paid-call personnel per day. In July 2017, staffing was increased to three full-time personnel at each fire station. Each station has a large apparatus and an ambulance. Depending on the type of emergency call, they may have to move equipment from one vehicle to the other, which causes a slight delay. To improve this, Station 252 has two part-time paramedics on site from 9:00 a.m. to 9:00 p.m., which allows for faster response. Chief Fowlks stated he hopes that the paramedics' hours will be increased to twenty-four hours each day in the next year or two, depending on growth and budgeting.

2. AGENDA REVIEW

11. BOND RELEASES

11.E. SilverLake Plat 10

Councilmember Curtis confirmed with staff that the trail had been repaired in this development.

13. MINUTES

13.A. June 18, 2019 Minutes

Councilmember Clark asked if the ladder sign that was discussed at the June 18 meeting had been moved. Economic Development Director Aaron Sanborn said staff is working with the sign contractor to relocate a sign at Porters Crossing, as well as a sign in City Center. He stated this should happen by the end of July.

14. PRELIMINARY PLATS & SITE PLANS

14.A. Brylee Estates Phase B, Preliminary Plat & Site Plan

Councilmember Curtis asked if option number one is the staff recommendation for approval, and what option number two included. Community Development Director Steve Mumford explained the conditions included in option two were the Planning Commission's recommendations.

Planner Tayler Jensen said the Planning Commission asked the applicant to consider adding additional trails and to remove one of the sports courts. The applicant has not made those changes. Option one includes the original conditions of approval; option two includes the Planning Commission's recommendations.

Councilmember Curtis said the plan should include a variety of amenities, but questioned if the Council could require the changes proposed by the Planning Commission. Mr. Jensen explained that the original plan includes a variety of amenities, and stated that the Planning Commission asked the applicant to consider their suggestions, but did not require the changes.

The Council asked for clarification from City Recorder Fionnuala Kofoed regarding the consent agenda motion. Ms. Kofoed stated that as long as the Council makes their decision clear in the work session, the item can remain on the consent agenda. Mr. Mumford explained that option number two was to table the item to allow the applicant to implement the Planning Commission's recommendations.

Councilmember Curtis confirmed with the Council that option number one, excluding the Planning Commission's recommendations, is what the Council intends to approve.

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements.

Mr. Mumford explained the amendment removes the bonus density system from the Development Code and replaces the current residential zone with twelve zones. It includes a land use table that specifies permitted, conditional, special and prohibited uses by zone. Another table includes a majority of the residential standards by zone, including setbacks, building heights, lot sizes, open space requirements, units per building in multifamily zones, lot frontages, and dwelling size minimums. The amendment also includes generally applicable provisions.

Mr. Mumford said the amendment also implements principles and key initiatives listed in the City's General Plan. The General Plan contains six residential categories, and the proposed zones help implement the standards for the categories.

Rural Density One is intended for large lots that range from 2.5 to 5 acres with animal rights. The RR1-1 and RR1-2 zones will be permitted in this designation. Rural Density Two is intended for lots from 0.5 to 2.5 acres with semi-rural infrastructure. Zones RR2-1 and RR2-2 are intended for this designation. The FR zone is intended to meet the intent of the Foothill Residential designation.

There are three Neighborhood Residential designations in the General Plan. The following zones are intended for the Neighborhood Residential One category: R1, which allows for single-family detached homes on a minimum lot size of ¼-acre and an average of 1/3-acre lots; R2, which allows a minimum lot size of 8,000 square feet and an average lot size of ¼-acre; and R3, which allows a minimum lot size of 6,500 square feet and an average lot size of 8,500 square feet. The average lot sizes are calculated using the actual square footage of every lot in the project; it does not take roads or open space into account.

Neighborhood Residential Two will contain the RC and MF1 zones. RC's intended use is small lot, single-family detached homes. The minimum lot size is 4,500 square feet and the required average lot size is 6,000 square feet. MF1 allows for single-family detached homes with common open space and multifamily projects with two to four units per building.

Neighborhood Residential Three will contain MF2 and MF3 zones. MF2 allows four to six units per building, and MF3 allows up to 24 units per building. The Planning Commission recommended 18 units per building in the MF3 zone, but staff increased that to 24 based on research. An example of that is the Aldara Apartments in Saratoga Springs.

Councilmember Clark asked what the highest number of units per building currently exists in the City. Mr. Mumford said the highest number of units per building is twelve. He said staff can draft a transit-oriented zone with higher density, as well as an updated commercial zone structure once the residential amendment is completed. Councilmember Curtis asked that a transit-oriented zone contain proximity limitations.

Councilmember Curtis expressed concern that SilverLake is designated Neighborhood Residential Three and could potentially have twenty-four units per building. Mr. Mumford clarified that SilverLake is designated Neighborhood Residential Two.

Mr. Mumford explained that benefits of higher units per building are a greater distribution of number of bedrooms and unit types, and stated that if units can be increased vertically, more open space is available in the project.

Mr. Mumford said most of the Planning Commission's recommendations were implemented in the current draft. Councilmember Clark asked for the reasoning behind the hot tub requirement. Mr. Mumford said the Commissioners felt that if a pool is required in a multifamily project, a hot tub should be required as well.

Mr. Mumford explained the required open space is determined by lot size. The requirement decreases as lot sizes increase, and open space in multifamily projects are based upon number of bedrooms. The parking and garage dimensions were discussed during multiple Planning Commission meetings and the Commissioners determined that the width of the garages should be increased from twenty to twenty-two feet to allow for usable space for parking vehicles.

Mr. Mumford said staff was concerned that large lots in a power corridor or with a wash or hillside could contain large unbuildable areas. He stated the requirement that 75% of the square footage of lots in the RR1-1, RR1-2, and RR2-1 zones be buildable is likely too high.

Regarding rural infrastructure, the approval authority may exempt projects in RR1-1, RR1-2, and RR2-1 from curb, gutter, and streetlights. The Planning Commission recommended that streetlights be required on all arterial and collector roads, and that exemptions not be allowed for sidewalks and trails.

Mr. Mumford said minimum architectural standards were discussed at many Planning Commission meetings, as well. The Commissioners recommend that at least three exterior materials are required for residential buildings, no full stucco facades on road-facing elevations, vinyl and aluminum siding be prohibited, and a minimum of five elevation schemes be required from builders for a subdivision. Councilmembers Curtis and Burnham requested these items be discussed in detail during the policy session.

The clubhouse size requirement was increased from 1,200 square feet to 1,500 square feet. Alternatives may be considered if comparable or equivalent in cost and benefit. The increased clubhouse size allows for a more useful facility for residents. Councilmember Clark asked if the leasing office space or business operation space will be included in the minimum square footage of the clubhouse. Mr. Mumford said leasing offices are specifically excluded from the square footage calculation.

Mr. Mumford explained pools in multifamily projects must be a minimum of 1,000 square feet and at least four square feet per unit. The Planning Commission requested a maximum limit of 2,000 square feet and discussed the option of one pool for every 100 units. This is due to the possibility of one pool serving more units than is feasible. Councilmember Clark expressed concern that the limit may hinder a developer from providing a larger, nicer facility.

Discussion ensued regarding possible language to meet the Planning Commission's intent without limiting larger pools.

Mr. Mumford said the Planning Commission removed one-bedroom units from the multifamily zones, but staff added it back in after researching the issue and limited them to 25% of the project. One-bedroom units provide an affordable housing option alternative to basement accessory apartments; no other city prohibits them that staff could find. Councilmember Gricius stated the standard limit for one-bedroom units is 35% and asked why staff determined 25% was the limit to implement. Mr. Mumford explained that was to address the Planning Commission's concern; research determined projects contain between 35% and 65% of one-bedroom units, so

staff decided to limit them more than the standard, as the Planning Commission wanted them prohibited.

Councilmember Curtis expressed concern that one-bedroom units will utilize the finite resource of building permits. He stated residents cannot move up within the City and said each one-bedroom unit permit removes the possibility of an additional move-up home. Councilmember Burnham stated housing costs are high and the City needs affordable options.

Mr. Mumford said the City does not currently restrict the number of bedrooms. The amendment includes minimum sizes for two- and three-bedroom units, so the discussion was held regarding one-bedroom units.

Discussion ensued regarding the market for one-bedroom units and future growth.

Mr. Mumford explained that setbacks were increased from five feet on each side to eight feet. This also increased the lot frontages, based on lot size. The increase in lot frontages is to allow for three-car garages. Councilmember Curtis asked that the lot frontage include a ratio or a required average lot frontage.

The proposal allows accessory apartments above detached garages on lots greater than ½ acre. Mr. Mumford asked the Council if they should be allowed on lots over 8,000 square feet. Basement accessory apartments are currently allowed on any size lot, as long as standards such as an additional off-street parking stall are available.

Discussion ensued regarding current basement accessory apartments and the total number that are legally permitted. Mr. Mumford explained that accessory structures must be permitted and can be enforced as the structure is visible, where a basement apartment is not.

Councilmember Clark said there are many issues to consider regarding assessory apartments over detached garages such as setbacks, parking availability, and permitting. Councilmember Burnham said it is currently regulated in Development Code, and setbacks are typically five feet. Mr. Mumford said that the permitting process will regulate the accessory structures. He said the City allows structures up to 800 square feet, or 35% of the main dwelling square footage; there are no minimum limits. There is also a limit of 50% of the main dwelling footprint allowed for accessory structures.

Mr. Mumford showed comparisons for current subdivisions and how they meet current Development Code and how they would meet the proposed amendment. The smallest lots in the Ash Point subdivision are 4,400 square feet, which would not be permitted in the RC zone. The frontages are currently 45 feet; footages in the RC zone are required to be 58 feet. The smallest lots in the Ruby Valley subdivsion conform to the R2 zone requirements, and the subdivision contains lot frontages of 60 feet, although most frontages are over 80 feet; the frontage requirement in the R2 zone is 85 feet. Eagle Park and Castle Rock meet the R2 zone minimum lot size requirement and are slightly below the required average lot size and lot frontage.

Councilmember Curtis suggested a percentage be in place for lot frontages in order to avoid all lot frontages being the minimum length allowed, or allow variances. Mr. Mumford said the best practice is to have the requirement listed in Development Code and not allow variances.

Mr. Mumford showed garage layouts with vehicles parked inside using floor plans that are currently being built in the City. Councilmember Curtis stated his preference to require longer garages instead of wider garages. Councilmember Gricius explained if the intent is to provide off-street parking, longer driveways should be required, not larger garages.

Councilmember Curtis expressed concern that trucks will not fit in the current required garage size. Councilmember Burnham said it is not the role of the Council to ensure residents' vehicles fit in the garage of the home they purchase. Councilmember Clark stated expanding garages by two feet will not solve the current concerns.

15.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 16.35.080 Street Trees and Chapter 17.60.140 Clear Vision Triangle.

Mr. Jensen explained that the amendment clarifies approval processes for required street trees; defines what trees are allowed within certain park strips and rights-of-way; clarifies tree spacing including spacing from utilities, traffic control signs, and intersections; defines approved trees; and clarifies spacing, for safety, for non-required trees. He said the proposal also includes a recommended change from the Planning Commission to increase the clearance height over roads and parking areas from twelve to fourteen feet.

Councilmember Clark said she understands the Planning Commission's desire to increase the clearance, but stated it can be difficult to trim trees up to eight feet, and increasing the height to fourteen may be difficult. Councilmember Curtis stated that a ladder is required to trim up to twelve feet, and an additional two feet may not be much more work.

Parks and Recreation Director Brad Hickman explained the size of the park strip will determine the height of the tree, so smaller trees will be located in residential areas. The amendment is more specific to major roadways, as trees are required on collector and arterial roads. The updated requirements will help mitigate issues that the City is currently seeing. If a resident chooses to install street trees on a residential roadway, they are required to meet the amendment.

Councilmember Curtis expressed concern that residents may cut off all tree branches that hang over roadways. Mayor Westmoreland stated the City can create an instructional video showing best practices for trimming trees.

Councilmember Gricius asked if the amendment can be split into two sections: one for major roadways and one for residential roadways. Mr. Hickman explained that they attempted to write the amendment specific to major roadways. The residential component is that if residents choose to install a street tree that is not required, they should meet the requirements listed in the Development Code. Trees can be pruned during early development to encourage vertical growth to allow for the required clearances.

Councilmember Burnham stated the clearance requirement is in place for safety and will help mitigate issues that are occurring with street trees in Eagle Park.

Councilmember Clark stated she agrees with the fourteen foot clearance requirement, as branches lower than that will impede traffic.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. The meeting was adjourned at 6:06 p.m.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Melissa Clark, and Stephanie Gricius.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Aaron Sanborn, Economic Development Director; Chris Trusty, City Engineer; Brad Hickman, Parks and Recreation Director; Linda Peterson, Communications Director; Zac Hilton, Streets and Storm Drain Manager; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

4. CALL TO ORDER

Mayor Tom Westmoreland called the meeting to order at 7:23 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Gricius led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

None.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:26 p.m. As there were no comments, he closed public comment.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis
Councilmember Curtis thanked and welcomed those in attendance.

Councilmember Burnham
Councilmember Burnham welcomed those in attendance.

Councilmember Reaves
Councilmember Reaves welcomed those in attendance.

Councilmember Clark
Councilmember Clark welcomed those in attendance and said she received her HAM radio license after taking a training at City Hall. Another training class will be held in September.

Councilmember Gricius
Councilmember Gricius welcomed those in attendance.

Mayor Westmoreland
Mayor Westmoreland explained that he had recently signed a petition as a personal decision. Signing the petition was not done in an official capacity and did not reflect the City's position on the matter. It was not his intent was not to defame anyone or undermine any process, and he will offer more information regarding the petition in the future.

9. APPOINTMENTS

9.A. Senior Council Advisory Board - Charlene Diehl

MOTION: ***Councilmember Clark moved to appoint Charlene Diehl to the Senior Council Advisory Board, completing a three-year term, ending December 2021. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

CONSENT AGENDA

10. BID AWARD

10.A. 2019 Pony Express Parkway Micro Surface Project

11. BOND RELEASES

11.A. Harmony Phase A, Plat 11

11.B. Dublin Farms

11.C. Scenic Mountain Phase A, Plat 1

11.D. Scenic Mountain Phase A, Plat 2

11.E. SilverLake Plat 10

12. CHANGE ORDER

12.A. 2018 Traffic Signal Installation

13. MINUTES

13.A. June 18, 2019 Minutes

14. PRELIMINARY PLATS & SITE PLANS

14.A. Brylee Estates Phase B, Preliminary Plat & Site Plan

MOTION: ***Councilmember Curtis moved to approve the consent agenda with the understanding that the approval for item 14.A. is for option number one. Councilmember Burnham seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

Brylee Estates Option 1, conditions of approval:

1) Buildings shall be separated by 20 feet.
2) Town-home elevations shall comply with Chapter 17.72 Multifamily Design Standards.
3) Retention shall either be underground or else the project shall be redesigned so the sport court is not placed in a retention pond.
4) Elevations for the clubhouse shall be submitted and the clubhouse shall comply with 17.30.090.
5) Any additional conditions the CC feels are appropriate.

SCHEDULED ITEMS

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements.

This item was discussed after item 15.B.

Mr. Mumford said the proposal removes the bonus density chapter and replaces the current residential zone chapter. It includes twelve residential zones intended to implement principles and key initiatives in the City's General Plan. It includes a land use table, a table containing a majority of the residential development standards by zone, and includes generally applicable provisions.

There are six residential land uses in the General Plan. Staff has implemented the intended land uses in the proposed zones. When a developer rezones land, they will be able to propose a zone

that fits within the designated land use. Mr. Mumford explained the different zones permitted within each land use.

The land use table includes permitted, conditional, special and prohibited uses by zone. The residential development standards table condenses many requirements into a single table, instead of including the information in a large document.

The Planning Commission reviewed the draft several times and have recommended approval of the amendment with conditions that staff has worked to implement.

Regarding buildable land, Mr. Mumford stated requiring 75% of the lot square footage to be buildable is too high for larger lots. He said frontages should be addressed and stated Evans Ranch is an example of a good development that would not meet the proposed frontage standards; flexibility may need to be added to allow for similar developments.

Mayor Westmoreland opened the public hearing at 8:22 p.m.

Deann Huish with the Utah Valley Homebuilders Association expressed concerns regarding the cash escrow requirement, the required front and side landscaping before a certificate of occupancy is granted, and the garage and architectural standards. She said the setbacks are not excessive and asked the Council to consider items such as off-street parking for accessory structures, instead of size.

Jacinda Montano spoke against high density and allowing multifamily projects to contain buildings with up to twenty-four units.

Mare Burningham expressed concern that the vision of the City is being directed by developers and stated the intent should be to remain a rural area.

Councilmember Gricius asked staff if developers will be required to rezone property in order to build multifamily projects. Mr. Mumford said multifamily projects will require a rezone, which is a legislative decision that provides leeway to the Council.

Mayor Westmoreland closed the public hearing at 8:38 p.m.

Mr. Mumford clarified that current zoning does not limit number of units per building, as long as the project is at or under the project's density limit. The proposed Development Code simply puts a cap on the number of units per building, versus units per acre.

Councilmember Burnham said the State is attempting to mandate affordable housing, and it helps the City if a plan is in place that allows affordable housing while allowing the City to dictate requirements for the developments.

Councilmember Gricius said a transit-oriented residential zone can require high density multifamily projects to be located within certain distances to transportation, industrial projects, commercial developments, or other uses.

Councilmember Clark said the highest density project currently located in the City has twelve units per building and expressed concern that the proposed limit is double that which currently exists.

Councilmember Reaves agreed that twenty-four units is too high for a single multifamily building, but said the City should not put restrictions on what types of people can locate here. He stated the City needs to plan for what is going to come in the future.

Mr. Mumford confirmed that the Council would like to limit the multifamily units to twelve per building. One option to increase the number of units per building is to create proximity requirements; another option is to create a new zone that allows more units per building.
Councilmember Gricius stated she generally prefers campus-style multifamily projects. She likes the additional open space that can be provided when the buildings contain more units vertically. She can see MF3 as the transition zone to a transit-oriented residential zone. She clarified that creating a zone does not vest any developer with any rights.

Councilmember Clark recommended the Council wait to create additional zones until they are needed. She stated the City currently meets more than the required criteria regarding affordable housing; the Council should not rush to create a zone based on fear of potential issues that may arise due to the State's mandate for affordable housing.

Councilmember Gricius clarified that her desire for this discussion is not related to fear of the State's mandate. There has to be a place in the City for affordable housing. She also stated that creating a high-density zone will not vest any property with rights; developers will need to apply to the Council to rezone property for high-density projects.

Councilmember Curtis stated the current Council has not approved any new condominium or apartment projects. He expressed dislike for the flattop condominium-style buildings and said they do not fit the vision of the City.

Councilmember Reaves asked if the City can wait to research a high-density zone until infrastructure and amenities are in place.

Councilmember Burnham said MF1 and MF2 are very similar and may need to be combined into one zone, and change MF3 to a zone that allows seven to twelve units per building. An additional zone can be added with very stringent requirements for higher density such as proximity to transit, entertainment, employment centers, and industrial areas.

Councilmember Clark cautioned allowing density in areas where the City will not be able to provide transportation, infrastructure or other services. She said the City does not need to plan for every eventuality; the Development Code can be adjusted as needed.

Mr. Mumford confirmed the Council would like to combine MF1 and MF2 and create a new zone allowing eight to twelve units per building. An additional higher density zone can be added in the future after staff researches potential proximity requirements.

Regarding changes to architectural standards, Councilmember Gricius spoke against requiring three building materials.

Councilmember Curtis said the Development Code currently requires two building materials and adding an additional requirement for building materials would not raise home prices significantly.

Councilmember Burnham stated her concern is not a possible increase to home prices; residents should be able to build their homes with any valid building material. It is not the Council's place to legislate building material preferences.

Mr. Mumford explained some subdivisions have master development agreements that require additional building materials. The Development Code requires homes to consist of at least 75% masonry materials, such as stucco. A home that is 100% stucco would meet existing Development Code requirements.

Councilmember Clark said the purpose of zoning is to protect property and property values of individual homeowners and of neighbors. A home that is 100% stucco does not lower property values.

Councilmember Curtis stated if the City does not set minimum requirements, developments will not have creativity and developers will use the cheapest building materials possible. His concern is variation, not the number or types of materials; examples of this are the Ivory homes that are 100% stucco with no variation on the back sides. He suggested offering options such as color variation to break up the monotony of homes within projects, instead of requiring three building materials.

Councilmember Clark stated that the homes Councilmember Curtis described have been purchased; the market allowed those homes to be built and sold.

Councilmember Gricius stated a home on a corner lot should also contain variation on the road-facing facade, similar to the front of the home.

Mayor Westmoreland asked the Council for their opinions on allowing one-bedroom units. Councilmember Clark said that there is not a restriction on one-bedroom units at this time. She stated she would prefer to allow one-bedroom units within a certain zone and limit the total number allowed within projects.

Discussion ensued regarding one-bedroom homes and potential effects on adjacent property values.

Councilmember Curtis said he would be comfortable with allowing one-bedroom units, as long as it is limited to a certain percentage of the project.

Mr. Cook expressed concern that limiting one-bedroom units may also limit senior living facilities or retirement communities. Mr. Mumford said assisted living facilities are special uses in the proposed amendment.

Councilmember Burnham explained the market will dictate how many one-bedroom units are developed in the City. Councilmember Curtis stated allowing accessory dwellings over detached garage structures is a more natural progression over centrally-managed apartment buildings.

Regarding garage sizes, Councilmember Reaves said it is the Council's job to set a standard for garages that accommodate two vehicles. Councilmember Burnham said standard cars will fit in twenty-foot by twenty-foot garages; if a resident purchases a large truck, they will need to understand that it may not fit in a garage. Councilmember Curtis said it is a bait and switch by developers because residents will not know that a truck does not fit until they attempt to park in the garage after they purchase a home.

Councilmember Clark said increasing the required length of driveways is a vastly less expensive option than requiring larger garages, if off-street parking is the concern.

Councilmember Gricius explained standard parking stalls are eighteen feet deep and nine feet wide; the current City standard for two-car garages is twenty feet deep and twenty feet wide, which is larger than two standard parking stalls. She stated she is not willing to expand the garage size, but is willing to look into lengthening the driveway requirement.

Councilmember Clark asked for the reasoning behind requiring minimum dwelling sizes. Mr. Mumford explained the minimum dwelling size is in place to protect property values. Councilmember Burnham said she has concerns setting required size for homes; a resident may want to build a small one-story home with no basement, and would not be able to do so.

Councilmember Curtis asked if the purpose of the limit is similar to transitioning, to avoid small homes adjacent to large homes, and said he did not feel strongly about the limit.

Mayor Westmoreland stated the ordinance will be tabled and asked the Council for any additional comments.

Councilmember Clark said the 75% buildable land restriction could potentially restrict accessory structures such as barns, but stated there are areas in the City that are physically unbuildable. Councilmember Burnham stated a building envelope should be required showing the main dwelling structure and any accessory structures, such as barns.

Councilmember Curtis asked how the draft ordinance can contain language that prohibits skinny, deep lots. Councilmember Burnham said some people prefer deep back yards, versus long frontages.

Councilmember Burnham asked if the Council would approve of detached accessory structures on lots that are at least 8,000 square feet instead of requiring the lots be ½-acre lots. The Councilmembers stated their approval of that change.

Councilmember Curtis said 60% of the lots in the City are within the RC zone; he expressed concerns regarding flooding in lots that are 4,500 square feet, and asked that the minimum lot size be increased to 5,500 square feet, and allow MF1 to contain lots 4,500 square feet or more. Councilmember Clark stated she would prefer to have the City Engineer set drainage requirements. Councilmember Gricius stated she prefers to keep the draft as is, as the RC zone allows for detached homes.

MOTION: ***Councilmember Burnham moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

15.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 16.35.080 Street Trees and Chapter 17.60.140 Clear Vision Triangle.

This item was discussed after the consent agenda.

Parks and Recreation Director Brad Hickman explained the amendment creates an approval process for trees along collector and arterial roadways. It clarifies distances from other trees and structures, and lists permitted trees that can be placed in park strips of specific widths. He stated the International Society of Arboriculture recommended clearance is fourteen feet over streets and eight feet over sidewalks. Larger roadways typically have larger park strips, which allows for larger trees. As long as trees are pruned correctly once they are planted, existing concerns with trees will be negated.

Councilmember Clark stated the recommended clearance heights allows for large trucks on roadways and for pedestrians to safely walk along sidewalks.

Councilmember Gricius asked for clarification on the tree escrow process. She asked if a resident were to accidentally kill a tree within the first year, if the escrow funds would be used for replacement. Mr. Hickman explained that the City only requires street trees along arterial and collector roads, and if a developer chooses to install street trees in a park strip along a residential road, the bond is in place to replace the tree. In that instance, the developer would be responsible to replace the tree.

Councilmember Burnham asked if developers will be required to install irrigation on private properties. Mr. Hickman said the areas along arterial and collector roads will have landscaped area that is deeded to the City. Mr. Mumford explained that the City does not allow homes to front on arterial or collector roads; most of these situations will have land deeded to the City. For example, Pony Express Parkway and Ranches Parkway have open space deeded to the City.

Councilmember Burnham asked if arterial road street trees die within the first year while the City is maintaining the trees, will the developer be responsible for replacement. She also stated she does not want to discourage additional trees in the City and expressed concern that the $600 escrow amount will discourage developers from planting trees. Mr. Hickman stated that as long as approved, non-defective trees are planted correctly, they will survive the initial year.

Discussion ensued regarding requiring developers to replace trees that died due to circumstances out of their control.

Mr. Hickman said the intent of the ordinance is to address issues related to trees in park strips on major roadways. Staff drafted it with their best intentions and with much research and discussion. He stated this draft is a good starting point and will likely need future discussion and amendments.
Councilmember Clark asked the Council if they would approve the amendment without the escrow requirement. Councilmember Curtis stated he would like to remove any language that will discourage additional trees from being planted in the City. Councilmember Burnham stated she would be comfortable removing section C. Councilmember Gricius expressed concern that developers would be responsible for trees that are not under their care.

City Attorney Jeremy Cook clarified that section C relates to required street trees along arterial and collector roads and would require the escrow, but the optional trees in residential areas will not require the escrow. He said the bond language warranties against defective trees or trees that are planted improperly, and said they can add language defining defective trees.

City Recorder Fionnuala Kofoed asked if the escrow is a requirement prior to recording. Mr. Hickman said the intent is if the developer chooses to plant trees, the escrow would be required at the time of recording.

Councilmember Clark asked staff if the escrow requirement could be removed. Mr. Hickman said the amendment would still function without the escrow. The intent is to secure the commitment from developers and ensure that required trees will be planted. Councilmember Burnham said that since the escrow is only needed for required street trees, it would not cover residential trees that were promised by the developer but not planted.

Mr. Hickman said the residential component was added to help monitor and guide tree planting in residential park strips. The City wants to avoid trees that will damage infrastructure. He explained staff feels this draft is one that does not discourage trees but still offers guidance to protect the City from issues that are occurring now because of trees located in inappropriate locations.

Mr. Cook stated the intent was to regulate trees along major roadways; the Council can remove the escrow portion of the amendment and that section can be brought back to a future meeting.

Ms. Kofoed requested that the amendment states whether the escrow will be collected at recording or at the time of the building permit. She asked if the escrow requirement could be included in notice of decision.

Mr. Hickman said the best process moving forward is to remove the escrow language from the draft and staff will work on drafting different language regarding residential guidelines and the escrow process.

Mayor Westmoreland opened the public hearing at 7:59 p.m. As there were no comments, he closed the hearing.

Councilmember Reaves said he does not have concerns regarding the escrow, as the City currently requires bonds for parks and open space.

Councilmember Curtis said the City wants to encourage trees along major roadways. With that goal in mind, the draft appears to add roadblocks to that vision. He said residents often times plant trees in park strips without referencing the City's Development Code or approved list of trees. A future draft could include pictures of approved trees and examples of the spacing guidelines.

Councilmember Burnham suggested that language be added that requires developers to replace trees that die due to poor planting or defective trees, instead of requiring an escrow.

Councilmember Gricius expressed concerns that the developers' funds are used to replace trees that die, regardless of the reason.

Discussion ensued regarding residential trees damaging sidewalks and determining responsibility for infrastructure repair. Mr. Mumford said the responsibility of residents maintaining trees has been excluded at this time. The intent of this amendment regarding residential trees is to offer a list of approved trees and spacing guidelines in order to avoid future infrastructure damage due to improper trees or improper planting.

Councilmember Curtis stated he would approve the amendment with the escrow portion removed, or is willing to table the item to allow staff to bring back another draft of the amendment. He said if landscape bonds are required for a development, trees could be included in those bonds.

MOTION: ***Councilmember Gricius moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 16.35.080 Street Trees and Chapter 17.60.140 Clear Vision Triangle until staff has had sufficient time to implement changes based on guidance the Council has given. Councilmember Curtis seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

16. CITY COUNCIL/MAYOR'S BUSINESS

None.

17. CITY COUNCIL BOARD LIAISON REPORTS

None.

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

18.B. Financial Report

19. ADJOURNMENT

MOTION: ***Councilmember Gricius moved to adjourn the meeting at 9:43 p.m. Councilmember Curtis seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

Approved by the City Council on August 6, 2019.

Fionnuala B. Kofoed, MMC
City Recorder

Lianne Pengra

From: Steve Mumford
Sent: Monday, November 18, 2019 9:47 AM
To: Fionnuala Kofoed
Cc: Lianne Pengra; Melanie Lahman; Michael Hadley; Mayor
Subject: FW: City Council Work Session

Friends,

As requested below, please move the Brylee Commercial Concept Plan discussion to the December 3rd agenda, along with a discussion/presentation of the Brylee Park Amenities. Thank you.

Steve Mumford, AICP
Community Development Director
SMumford@Emcity.org
801-789-6616
www.eaglemountaincity.com

EAGLE MOUNTAIN

This e-mail may contain information that is confidential, proprietary, or "non-public personal information". The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information.

From: Randy Smith <randys@fieldstonehomes.com>
Sent: Monday, November 18, 2019 9:43 AM
To: Steve Mumford <SMumford@Emcity.org>; Jessa Porter <jessa.porter@emcity.org>; Michael Hadley <MHadleyGISP@Emcity.org>
Cc: Matthew Loveland <MatthewL@FieldstoneHomes.com>
Subject: City Council Work Session

Steve,
I understand Matthew talked with you this morning and to follow up on your conversation with him, will you please remove our Brylee commercial concept plan discussion from tomorrow's city council work session and instead include it on the December 3rd city council work session directly following Matthew's presentation for the southern portion of the Brylee development.

Please confirm when you've made this change. Thank you for the help!

K. Randy Smith
Director of Multifamily Operations
Fieldstone Homes
p: 801.441.8190 e: randys@fieldstonehomes.com

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**

TITLE:	Reimbursement Agreement Between Eagle Mountain City and Edge Homes, LLC. for Brandon Park Subdivision Wastewater		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	$443,156.00		
APPLICANT:	Edge Homes Utah, LLC		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Recorder's Office

RECOMMENDATION:
Staff recommends that the City Council approve the Impact Fee Reimbursement Agreement for Brandon Park Subdivision.

BACKGROUND:
In conjunction with the Brandon Park Subdivision, Edge Homes Utah, LLC installed a 24' sewer line in Eagle Mountain Boulevard that contained excess system capacity. The City has determined that Edge Homes should be entitled to an impact fee reimbursement for the actual upsizing costs incurred by Edge Homes in the amount of Four Hundred and Forty Three Thousand One Hundred and Fifty Six Dollar ($443,156.00).

Attachments:
Impact Fee Reimbursement Agreement - Brandon Park Sewer Line

IMPACT FEE REIMBURSEMENT AGREEMENT
FOR BRANDON PARK SUBDIVISION
[Wastewater]

This Impact Fee Reimbursement Agreement (this "Agreement") is entered into by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City") and **Edge Homes Utah, LLC**, a Utah limited liability company ("Developer"). City and Developer are collectively referred to herein as the "Parties."

RECITALS

A. Developer is the developer of the Brandon Park Subdivision located in Eagle Mountain City, Utah (the "Project").

B. In connection with the Project, Developer installed an oversized (24") sewer line that is part of the City's Capital Facilities Plan (a/k/a Impact Fee Facilities Plan) (the "Sewer Line").

C. The Parties agree that the Sewer Line should be considered a System Improvement subject to reimbursement by the City from the City's collection of impact fees.

D. It is the intent of the Parties that City will reimburse Developer for certain cost associated with the Sewer Line on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

1. Construction and Approval of the Sewer Line. Developer has completed the installation of the Sewer Line at Developer's sole cost by a qualified, licensed contractor acceptable to the City. Developer acknowledges that installation of the Sewer Line was a condition of development approval. Developer will warranty the Sewer Line in accordance with the City warranty requirements for infrastructure improvements.

2. Reimbursement to Developer from City. City has reviewed the costs incurred by Developer to install and upsize the Sewer Line, including the materials, labor, and equipment costs (but not including any administrative or management fees) (the "Cost Breakdown Information"). The City hereby accepts the Cost Breakdown Information, and the City agrees that the actual upsizing costs incurred by Developer for the Sewer Line is Four Hundred and Forty Three Thousand One Hundred and Fifty Six Dollar ($443,156.00) (the "Reimbursement Amount").

3. Collection and Payments to Developer. The impact fee reimbursement shall be based upon the wastewater impact fees collected by the City for lots within the wastewater impact fee service area of the Project (currently the City's South Service Area) during the Reimbursement Period (defined below) based on the Reimbursement Amount divided by the excess system capacity as included in the City's Impact Fee Analysis ("IFA"). The City has calculated that that the Sewer Line will create approximately 4,300 ERC's in excess system capacity. Accordingly, in conjunction with the next update of the City's wastewater impact fees, the City will propose to

include an impact fee for the Sewer Line in the amount of $103.06 per ERC ($443,156.00 / 4,300 ERCs) (the "Per ERC Reimbursement") to be collected against all eligible lots within the City's South Service Area. Developer acknowledges that the final amount of excess capacity in the Sewer Line will be determined in the Impact Fee Facilities Plan ("IFFP"), and that the Per ERC Reimbursement may vary in accordance with the final determination of excess capacity.

4. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City's obligation to reimburse Developer for the Reimbursement Amount shall be based solely on the City's ability to collect impact fees from development in the City in accordance with the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101, et seq.) (the "Act"), and that changes to the Act or challenges to the City's Impact Fee Facilities Plan or Impact Fee Analysis may limit the ability of the City to collect impact fees to reimburse developer under this Agreement or may require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing, the City shall make all reasonable effort to impose and collect wastewater impact fees to fully reimburse the Developer for the Reimbursement Amount in a timely manner.

5. Accounting and Payment. The period between July 1 and June 30 of each succeeding year ("Reimbursement Period") shall constitute the accounting period for determining the total amount of impact fees collected for reimbursement under this Agreement. Within thirty (30) days following the end of each Reimbursement Period, the City shall prepare and make available to Developer a report of all sewer impact fees which were collected during the preceding accounting period that are payable to Developer under this Agreement. City shall pay the amounts to Developer within (10) days of written confirmation from Developer that Developer agrees with the amounts in the report.

6. Developers' Remedies Upon Default. Developer acknowledges and agrees that Developers' sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR 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.

7. Cooperation and Noninterference. Developer agrees not to challenge impact fees on the Project and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances.

8. General Provisions. The following provisions are also an integral part of this Agreement:

a. *Governmental Immunity*. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann.* § *63-30-1, 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.

b. *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

c. *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

d. *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 provisions of this Agreement.

e. *Waiver of Breach*. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

f. *Cumulative Remedies*. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

g. *Amendment*. This Agreement may not be modified except by an instrument in writing signed by both Parties.

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

i. *Exhibits*. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

j. *Recitals*. All recitals are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.

k. *No Partnership*. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

DATED this ____ day of _____, 2019.

EAGLE MOUNTAIN CITY

_____

ATTEST: Tom Westmoreland, Mayor

_____
City Recorder

APPROVED AS TO FORM:

_____
Jeremy R. Cook, City Attorney

EDGE HOMES UTAH LLC

By:_____

Print Name: _____

Title: _____

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**

TITLE:	Reimbursement Agreement Between Eagle Mountain City and Silver Lake Land, LLC, Rockcress Development, Inc., and Flagship Homes, LLC Regarding SilverLake Park and Landscaping Fee-in-Lieu.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$0.00
APPLICANT:	Flagship Homes, LLC

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Recorder's Office

RECOMMENDATION:
Staff recommends that the City Council approve the Stipulation Regarding SilverLake Park and Landscaping Fee-In-Lieu.

BACKGROUND:
In conjunction with the Amended and Restated Eagle Mountain City Master Development Agreement for Silver Lake (the "MDA"), the developer agreed to pay to the City the total amount of $380,000.00 as a fee-in-lieu to pay for park and landscaping improvements in prior phases of the Silver Lake Subdivision. Flagship Homes has incurred costs of $164,153.52 related to Ansley Park and costs of $168,973.48 related to improvements along Silver Lake Parkway. Flagship Homes is requesting a reimbursement in the amount of $159,613.70 from the prior payments and waiver of future payments, leaving a balance of $46,873.00 of fee-in-lieu funds.

Attachments:
SilverLake Park Reimbursement Agreement
Ansley Park Reimbursement Invoices - 03.14.2019
Silver Lake Parkway Reimbursement Invoices - 03.14.2019

STIPULATION REGARDING SILVER LAKE PARK AND LANDSCAPING FEE-IN-LIEU

This Stipulation Regarding Silver Lake Park and Landscaping Fee-In-Lieu (the "Agreement") is made and entered into this _____day of _____, 2019 between Eagle Mountain City, a Utah municipal corporation ("City"), Silver Lake Land, LLC ("Developer"), Rockcress Development, Inc. ("Rockcress") and Flagship Homes, LLC ("Flagship"). City, Developer, Rockcress and Flagship shall be collectively referred to as the "Parties."

RECITALS

A. On January 16, 2013, Eagle Mountain City and Developer entered into that certain Amended and Restated Eagle Mountain City Master Development Agreement for Silver Lake (the "MDA").

B. In accordance with paragraph 11 of the MDA, Developer agreed to pay to the City the total amount of $380,000.00 as a fee-in-lieu to pay for park and landscaping improvements in prior phases of the Silver Lake Subdivision.

C. To date, Developer (either itself or through entities that purchased land from Developer) has paid to City the amount of $206,486.70 ("Prior Payments").

D. At the request of City, Flagship (which is an affiliate of developer) constructed or installed certain park and landscaping improvements (the "Improvements") in Ansley Park and along Silver Lake Parkway, which are considered improvements in prior phases of the Silver Lake Subdivision.

E. Rockcress, which is also an affiliate of Developer, is the owner of undeveloped land within the remaining areas covered by the MDA.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Improvements.** Flagship has provided to City summaries of improvements constructed and/or installed by Flagship, which summaries show that Flagship has incurred costs of $164,153.52 related to Ansley Park and costs of $168,973.48 related to

improvements along Silver Lake Parkway, for a total requested reimbursement amount of $333,127.00 (the "Requested Reimbursement"). A copy of the summaries and related invoices are attached hereto as Exhibit A. Flagship represents to City that the invoices are true and accurate summaries of the installed improvements and the costs actually incurred by Flagship, and that no kickbacks, reimbursements, or discounts on other work or materials have been provided to Flagship that are not reflected in the summaries.

Section 2. **Reimbursement by City.** The Parties stipulate and agree that upon approval and execution of this Agreement, City shall pay to Flagship the amount of $159,613.70 from the Prior Payments, leaving a balance of $46,873.00 of fee-in-lieu funds (the "Remaining Funds"). In addition, City agrees that Developer shall be relieved of the obligation to pay the remaining $173,513.30 of fee-in-lieu payments under paragraph 11 of the MDA. For clarity, the $159,613.70 reimbursement plus the $173,513.30 in waived future fee-in-lieu payments is equal to the Requested Reimbursement.

Section 3. **Assignment of Warranties**. Flagship hereby assigns to City any and all warranties for the goods or improvements installed by Flagship, and Flagship agrees to assist City with respect to any warranty claims City may have regarding any of the goods or improvements.

Section 4. **Remaining Funds.** The Parties acknowledge and agree that the City has discretion to utilize the Remaining Funds for any purpose that benefits the prior Silver Lake Subdivisions, but the Parties anticipate that the City may request that the Developer complete design and engineering work for a future regional park within the Silver Lake Subdivision, which work would be reimbursed from the Remaining Funds. Any reimbursement from the Remaining Funds would have to be approved by the Eagle Mountain City Council.

Section 5. **Miscellaneous Provisions**. The following provisions are also an integral part of this Agreement:

A. Successors Bound. This Agreement shall bind and benefit the parties' respective heirs, successors, assigns, agents, servants, employees and attorneys.

B. Severability. The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.

C. Waiver of Breach. Any waiver by any party of any breach of any kind by the other, whether direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

D. Integration and Amendment. This Agreement represents the parties' full

and final agreement respecting its subject matter. All prior and contemporaneous negotiations, representations and agreements are superseded hereby, and there are no agreements or understandings at variance with this Agreement. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

E. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought in the Fourth District Court of Utah County, Utah, the parties expressly consenting to jurisdiction and venue in that district and county.

F. Attorneys' Fees/Breach. In the event any action, suit or proceeding is commenced by a party against another party under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs related to the discovery process and court costs, in such amounts as the court may adjudge reasonable, including, but not limited to, those fees and costs incident to any action or participation in (or in connection with) a case or a proceeding involving a party under the applicable chapter of the Federal Bankruptcy Code (11 U.S.C. § 101, et seq.), or any successor statute thereto.

G. Recitals Incorporated. The recitals set forth in the preamble of this Agreement are incorporated herein by reference and made contractual in nature.

SILVER LAKE LAND, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ROCKCRESS DEVELOPMENT, INC.

_____
(Signature)

_____
(Printed Name)

_____
(Title)

FLAGSHIP HOMES, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

Attest:

_____
Fionnuala Kofoed, City Recorder

Approved as to form:

_____
Jeremy Cook, City Attorney

Exhibit A

[Summaries and Invoices]

	Name	Type	Date	Num	Memo	Account	Amount
CJ Concrete							
SL Project Costs:Ansley Park							
	SL Project Costs:Ansley Park	Bill	03/21/2018	5094 B	5094 B SL Ansley Pocket Park	Flatwork	5,453.00
Total SL Project Costs:Ansley Park							5,453.00
Total CJ Concrete							5,453.00
Earthtec Engineering							
SL Project Costs:Ansley Park							
	SL Project Costs:Ansley Park	Bill	03/31/2018	25514	25514 Ansley Park	Soils Testing	536.19
Total SL Project Costs:Ansley Park							536.19
Total Earthtec Engineering							536.19
Erickson Landscaping							
SL Project Costs:Ansley Park							
	SL Project Costs:Ansley Park	Bill	01/31/2018	4200	4200 SL Ansley Par	Landscaping	12,639.70
	SL Project Costs:Ansley Park	Bill	01/31/2018	4198	4198 SL Ansley Park	Landscaping	2,141.87
	SL Project Costs:Ansley Park	Bill	03/31/2018	4221	4221 Ansley park	Landscaping	4,849.74
	SL Project Costs:Ansley Park	Bill	05/31/2018	4242	INVOICE #4242 - SL ANSLEY POCKET PARK	Landscaping	11,379.51
Total SL Project Costs:Ansley Park							31,010.82
Total Erickson Landscaping							31,010.82
PlaySpace Designs Inc.							
SL Project Costs:Ansley Park							
	SL Project Costs:Ansley Park	Bill	01/25/2018	12102	12102 Ansley Park SL	Equipment	55,983.94
	SL Project Costs:Ansley Park	Bill	02/27/2018	12123	12123 Ansley Park	Equipment	32,844.00
	SL Project Costs:Ansley Park	Bill	05/01/2018	12139	12139 Ansley Park	Equipment	3,866.65
Total SL Project Costs:Ansley Park							92,694.59
Total PlaySpace Designs Inc.							92,694.59
Quality Time Recreation							
SL Project Costs:Ansley Park							
	SL Project Costs:Ansley Park	Bill	03/27/2018	Q5946	Q5946 Ansley Park	Park Equipment	7,700.00
Total SL Project Costs:Ansley Park							7,700.00
Total Quality Time Recreation							7,700.00
TOTAL						**Labor and Materials Subtotal**	**137,394.60**
Ansley Pocket Park	SL Project Costs:Ansley Park	Invoice	3/12/2018		2001 Ansley Pocket Park Materials & Labor	Design & Engineering	13,379.46
						General Contracting	13,379.46
							26,758.92
						Total Reimbursement Request	164,153.52

QB
3.6.18

ERICKSON LANDSCAPING
a division of LAWN-BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship Homes 170 S 1200 E #250 Lehi, UT 840843

Invoice

Date	Invoice #
1/31/2018	4198

Project
Ansley Park

OK. PST.
SL Ansley Park.
Reimbursable project.

Description	Qty	Rate	Amount
Install sleeving and make new connection			
Materials		576.87	576.87
Labor		1,225.00	1,225.00
Equipment		340.00	340.00

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $2,141.8

Q3
3-6-18

ERICKSON LANDSCAPING
a division of LAWN-BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship Homes 170 S 1200 E #250 Lehi, UT 840843

OK. BT.
SL Ansley Park

Invoice

Date	Invoice #
1/31/2018	4200

Project
Ansley Prk - Silver Lake

Description	Qty	Rate	Amount
Clearing grub, rough grade, build rock wall, subgrade sidewalks, subgrade playground, install road base for sidewalks. Work complete as of 1.31.18.			
Materials		2,361.70	2,361.70
Labor		6,238.00	6,238.00
Equipment		4,040.00	4,040.00

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $12,639.7-

QB 1-25.18

PlaySpace Designs Inc.
1080 W Fairhaven Cir
Murray, UT 84123
(801) 274-0212

Rock Wall

INVOICE

OK. PST.
Silver Lake
Ansley Park

BILL TO
Flagship Homes
1250 E. 200 S. Ste. 1D
Lehi, UT 84043

INVOICE # 12102
DATE 01/18/2018
DUE DATE 02/17/2018
TERMS Net 30

P.O. NUMBER

PROJECT
Ansley Park

ACTIVITY	QTY	RATE	AMOUNT
Equipment:Kompan Equipm Kompan Equipment:ELE400024-3717F Spinner Bowl, Yellow	1	669.00	669.00T
Equipment:Kompan Equipm Kompan Equipment:ELE400024-3717GR Spinner Bowl, Green	2	669.00	1,338.00T
Equipment:Kompan Equipm Kompan Equipment:COR863002-1103 Explorer Dome, Green Ropes	1	48,695.00	48,695.00T
Equipment:Kompan Equipm Kompan Equipment:GXY801521-3717 Spica 2	1	1,595.00	1,595.00T

SUBTOTAL	52,297.00
TAX (7.05%)	3,686.94
TOTAL	55,983.94
BALANCE DUE	**$55,983.94**

Past Due Invoices will be assessed a 1.5% per month interest fee for past due amounts

QB 3.6.18

PlaySpace Designs Inc.
1080 W Fairhaven Cir
Murray, UT 84123
(801) 274-0212

INVOICE

ok. BT.
SL Ansley Park

BILL TO
Flagship Homes
1250 E. 200 S. Ste. 1D
Lehi, UT 84043

INVOICE # 12123
DATE 02/27/2018
DUE DATE 03/29/2018
TERMS Net 30

P.O. NUMBER

PROJECT
Ansley Park -2

ACTIVITY	QTY	RATE	AMOUNT
Equipment:Kompan Equipm Kompan Equipment:NRO2006-1001 Double Tower w/ Spider Net	1	22,400.00	22,400.00T
Equipment:Kompan Equipm Kompan Equipment:NRO911-1101 Bird's Nest Swing 0100	1	4,990.00	4,990.00T
PS Freight Equipment Freight	1	3,523.00	3,523.00

SUBTOTAL	30,913.00
TAX (7.05%)	1,931.00
TOTAL	32,844.00
BALANCE DUE	**$32,844.00**

Past Due Invoices will be assessed a 1.5% per month interest fee for past due amounts

Q13
3-21-18

INVOICE

CJ Concrete inc.
785-8809

77 N. 920 E.
OREM, UT.
84097

DATE	INVOICE NO.
3/21/2018	5094 B

BILLED TO
FLAGSHIP HOMES bronson@forsail.com spaiser49@gmail.com 435.218.5656

PROJECT LOCATION
ANSLEY POCKET PARK EAGLE MTN.

OK. BT.
SL Ansley Pocket Park

P.O. NO.	TERMS	DUE DATE	PROJECT
	Net 30	4/20/2018	ANSLEY POCKET ...

DESCRIPTION	QTY	RATE	AMOUNT
MOBILIZATION (EA)	1	300.00	300.00
5' THICKENED FACE WALK (LF)	137	23.00	3,151.00
5' SIDEWALK (LF)	25	15.00	375.00
1' CURB WALL (LF)	38	20.00	760.00
EXTRA CONCRETE (YD)	4	118.00	472.00
HOT WATER (YD)	20	6.00	120.00
CALCIUM (YD)	20	6.50	130.00
BLANKETS (LF)	10	1.50	15.00
7.5 BAG (YD)	20	6.50	130.00

ALL QUANITIES ARE APPROXIMATES.
ALL PAYMENTS TO BE PROGRESSEVE ON A MONTHLY BASIS.
FINAL PAYMENT DUE UPON COMPLETION AND MEASUREMENT BY OWNER AND REPRESENTATIVE OF CJ CONCRETE INC.

Total $5,453.00

QB 3-28-18

OK'd by Bronson

Invoice

Quality Time Recreation

PO Box 471
Clearfield UT 84089-0471

DATE	INVOICE #
3/27/2018	Q5946

BILL TO	JOB SITE
Flagship Homes Attn: Bronson Tatton 1250 E. 200 S. Ste. 1D Lehi, UT 84043	Ansley Pocket Park S.L.

P.O. NO #	TERMS	SHIP DATE
	Due Upon Receipt	3/27/2018

QUANTITY	DESCRIPITION	RATE	AMOUNT
1	Install Robinia Douboe Tower Unit	6,500.00	6,500.00
1	Install Spinner Bowl	250.00	250.00
1	Install Basket Swing	700.00	700.00
1	Install SPica 2	250.00	250.00

Total $7,700.00

Thank You for your business.

A late charge of 1 1/2% per month will be added on any unpaid amounts over 30 days from the date of the invoice.

Quality Time Recreation
Phone: (801) 728-3338
Fax: (801) 728-3558
E-mail: qualitytime@comcast.net

QB 4-18-18

Earthtec Engineering

1497 W 40 South
Lindon, UT 84042
Phone (801) 225-5711
Fax (801) 225-3363

Salt Lake City, UT
Phone (801) 787-9138

Ogden, UT
Phone (801) 399-9516
Fax (801) 399-9842

INVOICE

INVOICE DATE
3/31/2018

BILL TO
Flagship Homes
1250 East 200 South #1D
Lehi, UT 84043

Ansley Pocket Park

PROJECT
Ansley Pocket Park
Ansley Ln & Brookwood Dr
Eagle Mtn,UT

Contract #:
Auth #:

OK. BT.
SL Ansley Pocket Park

Federal I.D. Number: 46-2791094

CUST. NO.	PROJECT NO.	PM #	P.O. NO.	REFERENCE NO.	INVOICE #
10FLAGSHI	0180072	0000			0025514

DATE	WORK DESCRIPTION		RATE	QUANTITY	NET AMOUNT
3/8/2018 00002	Tyler Devore Soils Technician		47.50	3.00 HR	142.50
3/8/2018 00001	Tyler Devore Soils Technician		47.50	2.00 HR	95.00
3/9/2018 00003	Troy Clarke ACI I Concrete Technician		47.50	2.50 HR	118.75
3/9/2018 00004	Lab Technician ACI Concrete Lab Technician		47.50	0.25 HR	11.88
3/12/2018 00005	Spencer Shaw Concrete Sample Pick Up		47.50	1.00 HR	47.50
3/31/2018 00006	Document Review-/Hr		98.00	0.43 HR	42.14
3/9/2018 00	Comp Str of Cyl-per sample	Exam #0048008 Lab#0000000001 C31,39,143	16.50	4.00 EA	66.00
3/31/2018 00008	Discount		59.58	-1.00 EA	-59.58
3/31/2018 00007	Mileage-/Mile		0.60	120.00 EA	72.00

pd 4-24-18 1326

Invoice Total: 536.19

BUDGET	CHANGE ORDER	TOTAL BUDGET	BILLED	BALANCE	% COMPLETE
0.00	0.00	0.00	536.19		0.0

INVOICES DUE UPON RECEIPT

Past due balances will accrue interest at 1.5% per month. The liability of Earthtec Engineering with respect to the services charged for herein shall in no event exceed the amount of this invoice or $25,000; whichever is greatet unless specified by written Agreement.

QB 4-23-18

ERICKSON LANDSCAPING
a division of LAWN-BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship Homes 170 S 1200 E #250 Lehi, UT 840843

Invoice

Date	Invoice #
3/31/2018	4221

Project
Ansley Park

OK. BT.
SL Ansley Park

Description	Qty	Rate	Amount
Install irrigation and subgrade - as of 3/31/2018			
Materials		1,439.74	1,439.74
Labor		2,115.00	2,115.00
Equipment		1,295.00	1,295.00

pd 4-24-18 1327

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $4,849.7

QB 5.4-18

PlaySpace Designs Inc.
1080 W Fairhaven Cir
Murray, UT 84123
(801) 274-0212

INVOICE

BILL TO
Flagship Homes
1250 E. 200 S. Ste. 1D
Lehi, UT 84043

OK BL.
SL Ansley Park

INVOICE # 12139
DATE 05/01/2018
DUE DATE 05/31/2018
TERMS Net 30

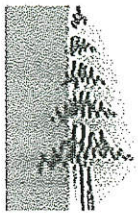
PROJECT
Ansley Park

ACTIVITY	QTY	RATE	AMOUNT
Surfacing:Express Landscape Products Express Landscape Products: Engineered Wood Fiber including install	86	42.00	3,612.00T

SUBTOTAL	3,612.00
TAX (7.05%)	254.65
TOTAL	3,866.65
BALANCE DUE	**$3,866.65**

Past Due Invoices will be assessed a 1.5% per month interest fee for past due amounts

QB✓ 9/7/18



ERICKSON LANDSCAPING
a division of LAWN BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship Homes 170 S 1200 E #250 Lehi, UT 840843

OK. BT. SL Ansley Packet Park pd

Invoice

Date	Invoice #
5/31/2018	4242

Project
Ansley Park

Description	Qty	Rate	Amount
Install topsoil & sod, plant trees, and misc. irrigation. Through May 31, 2018			
Materials		6,461.51	6,461.51
Labor		3,042.00	3,042.00
Equipment		1,876.00	1,876.00

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $11,379.51

ROCKCRESS DEVELOPMENT INC.

INVOICE

1250 E. 200 S. Ste 1D
Lehi, UT 84043
Phone 801-766-4442 Fax 801-766-3337

INVOICE #2001
DATE: 3/12/19

TO:
Eagle Mountain City

FOR:
Ansley Pocket Park Materials & Labor

DESCRIPTION	AMOUNT
Park Materials & Labor	$137,394.60
Design Fee (10%)	$13,379.46
General Contracting Fee (10%)	$13,379.46
TOTAL	$164,153.52

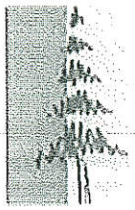
Make all checks payable to Rockcress Development Inc.
Payment is due within 30 days.
If you have any questions concerning this invoice, please call 801-766-4442.

Thank you for your business!

	Name	Type	Date	Num	Memo	Account	Amount
Erickson Landscaping							
SL Parkway							
	SL Parkway	Bill	01/31/2018	4197	4197 SIlver Lake Parkway	Landscaping	3,224.00
	SL Parkway	Bill	06/30/2018	2	INVOICE #2 - SILVERLAKE PKWY	Landscaping	91,320.55
	SL Parkway	Bill	08/31/2018	42656	INVOICE #42656 - SILVERLAKE PKWY	Landscaping	11,875.00
	SL Parkway	Bill	11/30/2018	427104	INVOICE #427104 - SILVERLAKE PKWY	Landscaping	17,791.14
	SL Parkway	Bill	11/30/2018	5	INVOICE #5 - SILVERLAKE PKWY	Landscaping	7,703.55
	SL Parkway	Bill	11/30/2018	RETAINAGE	INVOICE #RETAINAGE - SILVERLAKE PKWY	Landscaping	6,002.00
Total SL Parkway							137,916.24
Total Erickson Landscaping							137,916.24
Wasatch Evergreens							
SL Parkway							
	SL Parkway	Bill	11/03/2018	045018	INVOICE #045018 - SILVERLAKE PARKWAY IMPI	Landscaping	2,895.00
Total SL Parkway							2,895.00
Total Wasatch Evergreens							2,895.00
TOTAL							**140,811.24**
SL Parkway	SL Parkway	Invoice	3/12/2018		2002 Silver Lake Parkway	Design & Engineer	14,081.12
						General Contractir	14,081.12
							28,162.24

Total Reimbursement Request **$168,973.48**

QB ✓
12-14-18



ERICKSON LANDSCAPING
a division of LAWN BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship

OK. BS.

Invoice

Date	Invoice #
11/30/2018	427104

Rep	Project
	Silverlake Parkway

Description	Qty	Rate	Amount
Raised sunken grades between homes, install 6" and 4" drain lines. Tie onto each home's downspout, install 2 dry wells, tie into storm drain, and regrade to move water away from homes.			
Materials		5,106.14	5,106.14
Labor (200 hours)		8,778.00	8,778.00
Equipment		3,907.00	3,907.00

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $17,791.14

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
Flagship Homes

PROJECT:
Silver Lake Parkway

O.K. BT.

INVOICE #: **5**
FOR WORK THROUGH: **30-Nov-18**
PROJECT NO.: **00.00.000**
SUB PROJECT NO.: **0**

QB ✓
12-27-18

FROM SUBCONTRACTOR:
Erickson Landscaping
86 South 1250 West
Centerville Utah
CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the attached Schedule of Values.

1. ORIGINAL CONTRACT SUM		$ 106,609.00
2. Net change by Change Orders		$ 13,431.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 120,040.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule)		$ 120,040.00
5. RETAINAGE:		
a. 05% of Completed Work (Columns D + E on Schedule)	$ (6,002.00)	5%
b. 00% of Stored Material (Column F on Schedule)	(NOT USED)	
Total Retainage (Line 5a + 5b or Total in Column I of Schedule)		$ (6,002.00)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 114,038.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)		$ (106,334.45)
8. CURRENT PAYMENT DUE		$ 7,703.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 6,002.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

SUBCONTRACTOR:

By: Ron Jolley Date: 11/30/18

SCHEDULE OF VALUES

Name: Erickson Landscaping Invoice #: 5 Date: 11/30/2018 Job: Silver Lake Parkway

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Lanscaping	65,755.00	60,500.00	5,255.00		65,755.00	100%	0.00	3,287.75
2	Sprinkler	40,104.00	38,000.00	2,104.00		40,104.00	100%	0.00	2,005.20
3	Maintenance	750.00		750.00		750.00	100%	0.00	37.50
4						0.00	0%	0.00	0.00
5						0.00	0%	0.00	0.00
6						0.00	0%	0.00	0.00
7						0.00	0%	0.00	0.00
8						0.00	0%	0.00	0.00
9						0.00	0%	0.00	0.00
10						0.00	0%	0.00	0.00
11						0.00	0%	0.00	0.00
12						0.00	0%	0.00	0.00
13						0.00	0%	0.00	0.00
14						0.00	0%	0.00	0.00
15						0.00	0%	0.00	0.00
	ORIGINAL CONTRACT TOTALS	106,609.00	98,500.00	8,109.00	0.00	106,609.00	100%	0.00	5,330.45
	CHANGE ORDERS								
16						0.00	0%	0.00	0.00
17	Add for missiling	13,431.00	13,431.00			13,431.00	100%	0.00	671.55
18						0.00	0%	0.00	0.00
19						0.00	0%	0.00	0.00
20						0.00	0%	0.00	0.00
21						0.00	0%	0.00	0.00
22						0.00	0%	0.00	0.00
23						0.00	0%	0.00	0.00
24						0.00	0%	0.00	0.00
25						0.00	0%	0.00	0.00
26						0.00	0%	0.00	0.00
27						0.00	0%	0.00	0.00
28						0.00	0%	0.00	0.00
	CHANGE ORDER TOTALS	13,431.00	13,431.00	0.00	0.00	13,431.00	100%	0.00	671.55
	REVISED CONTRACT TOTALS	120,040.00	111,931.00	8,109.00	0.00	120,040.00	100%	0.00	6,002.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
Flagship Homes

PROJECT:
Silver Lake Parkway

INVOICE #: **Retainage**
FOR WORK THROUGH: **30-Nov-18**
PROJECT NO.: **00.00.000**
SUB PROJECT NO.: **0**

OK. BT.

QBV
12-27-18

FROM SUBCONTRACTOR:
Erickson Landscaping
86 South 1250 West
Centerville Utah
CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the attached Schedule of Values.

1. ORIGINAL CONTRACT SUM		$ 106,609.00
2. Net change by Change Orders		$ 13,431.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 120,040.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule)		$ 120,040.00
5. RETAINAGE:		
a. 05% of Completed Work (Columns D + E on Schedule)	$ (6,002.00)	5%
b. 00% of Stored Material (Column F on Schedule)	(NOT USED)	
Total Retainage (Line 5a + 5b or Total in Column I of Schedule)		$ (6,002.00)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 114,038.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)		$ (114,038.00)
8. CURRENT PAYMENT DUE		$ -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 6,002.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

SUBCONTRACTOR:

By: [signature] Date: 11-30-18

SCHEDULE OF VALUES

Erickson Landscaping Invoice #: Retainage Date: 11/30/2018 Job: Silver Lake Parkway

B	C	D	E	F	G		H	I
DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
Lanscaping	65,755.00	65,755.00			65,755.00	100%	0.00	3,287.75
Sprinkler	40,104.00	40,104.00			40,104.00	100%	0.00	2,005.20
Maintenance	750.00	750.00			750.00	100%	0.00	37.50
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
ORIGINAL CONTRACT TOTALS	106,609.00	106,609.00	0.00	0.00	106,609.00	100%	0.00	5,330.45
CHANGE ORDERS					0.00	0%	0.00	0.00
Add for missiling	13,431.00	13,431.00			13,431.00	100%	0.00	671.55
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
					0.00	0%	0.00	0.00
CHANGE ORDER TOTALS	13,431.00	13,431.00	0.00	0.00	13,431.00	100%	0.00	671.55
REVISED CONTRACT TOTALS	120,040.00	120,040.00	0.00	0.00	120,040.00	100%	0.00	6,002.00

QB✓
11.14.18

WASATCH EVERGREENS
Dan English
12727 Whisper Brook Bay
Draper, UT 84020
801-654-4657
dan@wasatchevergreens.com

INVOICE
045018

11-13-2018

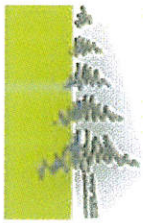
OK. BT.
SL Parkway Improvements.

Bill To Flagship
Silver Lake - Roundabout

QTY.	DESCRIPTION		AMOUNT
3	18' – 22' Colorado Blue Spruce	965.00/ea.	2,895.00
	*Includes delivery and installation		
		TOTAL DUE	**$2,895.00**

Thank you for your business. Please contact me for any questions.

QB✓
10-2-18



ERICKSON LANDSCAPING
a division of LAWN-BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship

Invoice

Date	Invoice #
8/31/2018	42656

Rep	Project
	Silver Lake Parkway

OK. BT.
SL Parkway

Description	Qty	Rate	Amount
Landscaping	0.95	9,000.00	8,550.00
	0.95	3,500.00	3,325.00
Pay Request #4			

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $11,875.0

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
Flagship Homes

PROJECT:
Silver Lake Parkway

INVOICE #: **2**
FOR WORK THROUGH: **30-Jun-18**
PROJECT NO.: **00.00.000**
SUB PROJECT NO.: **0**

FROM SUBCONTRACTOR:
Erickson Landscaping
86 South 1250 West
Centerville Utah
CONTRACT FOR:

QB ✓ 8/7/18 ok. pt. SL Parkway

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the attached Schedule of Values.

1. ORIGINAL CONTRACT SUM	$	106,609.00
2. Net change by Change Orders	$	13,431.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	120,040.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule)	$	30,231.00
5. RETAINAGE:		
a. 05% of Completed Work (Columns D + E on Schedule)	$ (1,511.55)	5%
b. 00% of Stored Material (Column F on Schedule)	(NOT USED)	
Total Retainage (Line 5a + 5b or Total in Column I of Schedule)	$	(1,511.55)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	28,719.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)	$	(17,765.00)
8. CURRENT PAYMENT DUE	$	10,954.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 91,320.55	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

SUBCONTRACTOR:

By: [signature] Date: 6-30/18

pd

SCHEDULE OF VALUES

Name: Erickson Landscaping **Invoice #:** 2 **Date:** 6/30/2018 **Job:** Silver Lake Parkway

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Lanscaping	65,755.00	16,500.00			16,500.00	25%	49,255.00	825.00
2	Sprinkler	40,104.00		2,500.00		2,500.00	6%	37,604.00	125.00
3	Maintenance	750.00				0.00	0%	750.00	0.00
4						0.00	0%	0.00	0.00
5						0.00	0%	0.00	0.00
6						0.00	0%	0.00	0.00
7						0.00	0%	0.00	0.00
8						0.00	0%	0.00	0.00
9						0.00	0%	0.00	0.00
10						0.00	0%	0.00	0.00
11						0.00	0%	0.00	0.00
12						0.00	0%	0.00	0.00
13						0.00	0%	0.00	0.00
14						0.00	0%	0.00	0.00
15						0.00	0%	0.00	0.00
	ORIGINAL CONTRACT TOTALS	**106,609.00**	**16,500.00**	**2,500.00**	**0.00**	**19,000.00**	**18%**	**87,609.00**	**950.00**
16	**CHANGE ORDERS**					0.00	0%	0.00	0.00
17	Add for missiling	13,431.00	2,200.00	9,031.00		11,231.00	84%	2,200.00	561.55
18						0.00	0%	0.00	0.00
19						0.00	0%	0.00	0.00
20						0.00	0%	0.00	0.00
21						0.00	0%	0.00	0.00
22						0.00	0%	0.00	0.00
23						0.00	0%	0.00	0.00
24						0.00	0%	0.00	0.00
25						0.00	0%	0.00	0.00
26						0.00	0%	0.00	0.00
27						0.00	0%	0.00	0.00
28						0.00	0%	0.00	0.00
	CHANGE ORDER TOTALS	**13,431.00**	**2,200.00**	**9,031.00**	**0.00**	**11,231.00**	**84%**	**2,200.00**	**561.55**
	REVISED CONTRACT TOTALS	**120,040.00**	**18,700.00**	**11,531.00**	**0.00**	**30,231.00**	**25%**	**89,809.00**	**1,511.55**

QB
3-6-18

ERICKSON LANDSCAPING
a division of LAWN-BUTLER

PO Box 1388
Bountiful, UT 84011

Bill To
Flagship Homes 170 S 1200 E #250 Lehi, UT 840843

Invoice

Date	Invoice #
1/31/2018	4197

OK · PJ.
Silver Lake Parkway Landscape.
create seperate reimbursable project.

Project
SL ~~Roundabout~~ Parkway

Description	Qty	Rate	Amount
Clean and Grub roundabout. Lower sub grades and haul off			
Labor		1,635.00	1,635.00
Equipment		836.00	836.00
Equipment Rental		753.00	753.00

A FINANCE CHARGE OF 11/2% PER MONTH OR 18% PER ANNUM WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.

Total $3,224.0

ROCKCRESS DEVELOPMENT INC.

INVOICE

1250 E. 200 S. Ste 1D
Lehi, UT 84043
Phone 801-766-4442 Fax 801-766-3337

INVOICE #2002
DATE: 3/12/19

TO:
Eagle Mountain City

FOR:
Silver Lake Parkway Materials & Labor

DESCRIPTION	AMOUNT
Park Materials & Labor	$140,811.24
Design Fee (10%)	$14,081.12
General Contracting Fee (10%)	$14,081.12
TOTAL	$168,973.48

Make all checks payable to Rockcress Development Inc.
Payment is due within 30 days.
If you have any questions concerning this invoice, please call 801-766-4442.

Thank you for your business!

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	Pony Express Extension Trench Repair - Kenny Seng Construction		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$1,220,000		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Chris Trusty, Public Works

RECOMMENDATION:
That the City Council approves the bid award to Kenny Seng construction in the amount of $1,220,000.

BACKGROUND:
After the completion of the widening of Pony Express, settlement began to occur along a section of the Eagle Mountain sewer trunk line that runs along this corridor. The settlement was due from native backfill having been used when the sewer line was originally constructed, and water run off from the agricultural use on the south side of the road.

The original project was funded by MAG, and the City received an additional $900,000 to help finance the trench repair. The costs still exceed the additional amount received from MAG, and Eagle Mountain and Saratoga Springs have an interlocal agreement to share in costs overages.

The City received 3 bids for this project as follows:
Kenny Seng: $1,220,000
Condie Construction: $1,231,335.65
Beck Construction: $2,151,847.50

Attachments:

EAGLE MOUNTAIN

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

Thursday, November 14, 2019

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

SUBJECT: **Cedar Corners phase "A" plat 3 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Cedar Corners phase "A" plat 3 Bond

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

1st Bond Release	
Original Bond Amount:	$ 467,882.14
Previous Release Amount:	$ -
Amount to Release this Period:	$ 425,347.40
Amount Remaining in Bond :	$ 42,534.74

Bond Releases Summary	
#1	$ 425,347.40
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 425,347.40

11/14/2019

ITEM	DESCRIPTION	ORIGINAL QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**									
a	SWPPP	1	LS	$3,100.00	$3,100.00	0	1	100%	$3,100.00	$3,100.00
b	Mobilization	1	LS	$3,500.00	$3,500.00	0	1	100%	$3,500.00	$3,500.00
c	Clear and grub	1	LS	$5,500.00	$5,500.00	0	1	100%	$5,500.00	$5,500.00
d	Imported Granular fill	2500	TON	$11.50	$28,750.00	0	2500	100%	$28,750.00	$28,750.00
2	**ROADWAY IMPROVEMENTS**									
a	3 inch Surface Course	28000	SF	$1.18	$33,040.00	0	28000	100%	$33,040.00	$33,040.00
b	6 inch Road base(also behind curb)	35000	SF	$0.73	$25,550.00	0	35000	100%	$25,550.00	$25,550.00
c	9 inch sub-base(e-fill)9behind curb)	35000	SF	$0.81	$28,350.00	0	35000	100%	$28,350.00	$28,350.00
d	30" curb & gutter	2030	LF	$19.25	$39,077.50	0	2030	100%	$39,077.50	$39,077.50
e	Install 5 foot sidewalk	1980	LF	$22.00	$43,560.00	0	1980	100%	$43,560.00	$43,560.00
f	Street signs	3	EA	$250.00	$750.00	0	3	100%	$750.00	$750.00
g	ADA access ramps	2	EA	$950.00	$1,900.00	0	2	100%	$1,900.00	$1,900.00
h	Slurry seal	1	LS	$5,995.80	$5,995.80	0	1	100%	$5,995.80	$5,995.80
i	Street monuments	1	EA	$375.00	$375.00	0	1	100%	$375.00	$375.00
3	**CULINARY WATER**									
a	8" culinary water c-900	904	LF	$18.90	$17,085.60	0	904	100%	$17,085.60	$17,085.60
b	Fire Hydrant	1	EA	$5,630.00	$5,630.00	0	1	100%	$5,630.00	$5,630.00
c	8" gate valves	4	EA	$1,275.00	$5,100.00	0	4	100%	$5,100.00	$5,100.00
d	connect to existing water	2	EA	$1,700.00	$3,400.00	0	2	100%	$3,400.00	$3,400.00
e	1 inch water service	31	EA	$1,380.00	$42,780.00	0	31	100%	$42,780.00	$42,780.00
f	8"x8" tee w/thrust block	1	EA	$895.00	$895.00	0	1	100%	$895.00	$895.00
g	Import trench backfill	188	TON	$9.25	$1,739.00	0	188	100%	$1,739.00	$1,739.00
h	Import bedding material	377	TON	$9.30	$3,506.10	0	377	100%	$3,506.10	$3,506.10
i	Valve collars	4	EA	$325.00	$1,300.00	0	4	100%	$1,300.00	$1,300.00
4	**STORM DRAIN**									
a	15" storm drain pipe	464	LF	$25.45	$11,808.80	0	464	100%	$11,808.80	$11,808.80
b	48" manhole	1	EA	$3,665.00	$3,665.00	0	1	100%	$3,665.00	$3,665.00
c	Curb Inlet	1	EA	$2,710.00	$2,710.00	0	1	100%	$2,710.00	$2,710.00
d	Combo box	1	EA	$4,115.00	$4,115.00	0	1	100%	$4,115.00	$4,115.00
e	Import trench backfill	300	TON	$9.25	$2,775.00	0	300	100%	$2,775.00	$2,775.00
f	Import bedding material	261	TON	$15.50	$4,045.50	0	261	100%	$4,045.50	$4,045.50
g	Manhole collars	1	EA	$425.00	$425.00	0	1	100%	$425.00	$425.00
h	TV testing	1	EA	$480.25	$480.25	0	1	100%	$480.25	$480.25
5	**SEWER**									
a	8" PVC sewer main	869	LF	$25.15	$21,855.35	0	869	100%	$21,855.35	$21,855.35
b	48" sewer manhole	3	EA	$3,665.00	$10,995.00	0	3	100%	$10,995.00	$10,995.00
c	4" service	31	EA	$1,160.00	$35,960.00	0	31	100%	$35,960.00	$35,960.00
d	connect to existing sewer	1	EA	$2,750.00	$2,750.00	0	1	100%	$2,750.00	$2,750.00
e	Manhole collars	3	EA	$425.00	$1,275.00	0	3	100%	$1,275.00	$1,275.00
f	Import trench backfill	1430	TON	$9.25	$13,227.50	0	1430	100%	$13,227.50	$13,227.50
g	Mainline pipe bedding	362	TON	$15.50	$5,611.00	0	362	100%	$5,611.00	$5,611.00
h	TV testing	1	LS	$2,765.00	$2,765.00	0	1	100%	$2,765.00	$2,765.00
	TOTAL CONSTRUCTION COST				**$425,347.40**					
	Original 10% Bond Coverage				$42,534.74					
								Released this Period	$425,347.40	
	TOTAL BOND AMOUNT:				**$467,882.14**					

Christopher T. Trusty P.E.
Engineering Director

11/14/19
Date

Robert Ballif
Engineering Tech.

11-14-19
Date

CEDAR CORNERS - PHASE A PLAT 3

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	190.05'	4000.00'	2°43'20"	N88°30'54"E	190.03'
C2	526.03'	5000.00'	6°01'40"	N89°49'56"W	525.79'
C3	39.24'	2000.00'	1°07'27"	N02°37'11"E	39.24'
C4	188.56'	3973.50'	2°43'08"	N88°30'48"E	188.54'
C5	528.82'	5026.50'	6°01'40"	N89°49'56"W	528.57'
C6	31.42'	20.00'	90°00'00"	N48°10'54"E	28.28'
C7	26.30'	1973.50'	0°45'48"	N02°48'00"E	26.30'
C8	52.15'	2026.50'	1°28'28"	N02°26'40"E	52.14'
C9	191.53'	4026.50'	2°43'31"	N88°31'00"E	191.51'
C10	523.24'	4973.50'	6°01'40"	N89°49'56"W	523.00'
C11	31.42'	20.00'	90°00'00"	N41°49'06"W	28.28'
C12	60.01'	3973.50'	0°51'55"	N89°26'25"E	60.01'
C13	58.03'	3973.50'	0°50'12"	N88°35'21"E	58.03'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C14	58.06'	3973.50'	0°50'14"	N87°45'08"E	58.06'
C15	12.47'	3973.50'	0°10'47"	N87°14'37"E	12.47'
C16	45.61'	5026.50'	0°31'12"	S87°24'50"W	45.61'
C17	58.05'	5026.50'	0°39'42"	S88°00'17"W	58.05'
C18	58.03'	5026.50'	0°39'41"	S88°39'58"W	58.03'
C19	58.28'	5026.50'	0°39'52"	S89°19'45"W	58.28'
C20	58.25'	5026.50'	0°39'50"	S89°59'35"W	58.25'
C21	58.75'	5026.50'	0°40'11"	N89°20'24"W	58.75'
C22	57.76'	5026.50'	0°39'30"	N88°40'33"W	57.76'
C23	58.02'	5026.50'	0°39'41"	N88°00'58"W	58.02'
C24	57.55'	5026.50'	0°39'21"	N87°21'27"W	57.55'
C25	18.52'	5026.50'	0°12'40"	N86°55'26"W	18.52'
C26	57.26'	4026.50'	0°48'53"	N89°28'19"E	57.26'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C27	57.06'	4026.50'	0°48'43"	N88°39'31"E	57.06'
C28	57.23'	4026.50'	0°48'51"	N87°50'44"E	57.23'
C29	19.99'	4026.50'	0°17'04"	N87°17'46"E	19.99'
C30	37.81'	4973.50'	0°26'08"	S87°22'18"W	37.81'
C31	57.09'	4973.50'	0°39'28"	S87°55'06"W	57.09'
C32	57.05'	4973.50'	0°39'26"	S88°34'33"W	57.05'
C33	58.02'	4973.50'	0°40'06"	S89°14'19"W	58.02'
C34	56.76'	4973.50'	0°39'14"	S89°53'59"W	56.76'
C35	57.00'	4973.50'	0°39'24"	N89°26'42"W	57.00'
C36	57.01'	4973.50'	0°39'24"	N88°47'18"W	57.01'
C37	57.02'	4973.50'	0°39'25"	N88°07'53"W	57.02'
C38	65.91'	4973.50'	0°45'33"	N87°25'24"W	65.91'
C39	19.57'	4973.50'	0°13'32"	N86°55'52"W	19.57'

TABULATIONS

TOTAL AREA	6.11 ACRES
31 LOTS	3.87 ACRES
OVERALL DENSITY	5.07 LOTS/ACRE
SMALLEST LOT SIZE	5,004 SQ FT
LARGEST LOT SIZE	6,663 SQ FT
AVERAGE LOT SIZE	5,444 SQ FT
ROW DEDICATION	1.22 ACRES
OPEN SPACE	1.02 ACRES

LEGEND

- SECTION LINE
- FOUND SECTION CORNER
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING)
- (BOUNDARY LINE)
- STREET MONUMENT
- ROW CENTERLINE
- ADJACENT PROPERTY / ROW LINE
- STREETLIGHT
- FIRE HYDRANT

SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN AS CEDAR CORNERS – PHASE A PLAT 3 AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS SOUTH 89°31'31" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 7, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°31'31" EAST 1546.52 FEET ALONG THE SECTION LINE AND SOUTH 2906.12 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 28 OF CEDAR CORNERS–PHASE A PLAT 1 SUBDIVISION), AND RUNNING THENCE NORTH 89°28'48" EAST 118.01 FEET ALONG THE SOUTHERN BOUNDARY OF THE SAID PHASE A PLAT 1 SUBDIVISION BOUNDARY TO A POINT ON THE CEDAR CORNERS–PHASE A PLAT 2 SUBDIVISION BOUNDARY; THENCE ALONG SAID PHASE A PLAT 2 SUBDIVISION BOUNDARY THE FOLLOWING SEVEN (7) COURSES: 1) NORTH 89°20'50" EAST 290.57 FEET; 2) SOUTH 89°35'02" EAST 116.00 FEET; 3) SOUTH 88°37'24" EAST 234.04 FEET; 4) SOUTH 87°34'54" EAST 74.12 FEET; 5) NORTH 66°58'28" EAST 58.52 FEET; 6) SOUTH 88°17'34" EAST 100.65 FEET; (7) NORTH 03°10'27" EAST 219.99 FEET; THENCE SOUTH 89°38'21" EAST 100.54 FEET; THENCE SOUTH 00°16'21" WEST 399.55 FEET; THENCE NORTH 89°43'39" WEST 120.80 FEET; THENCE NORTH 86°49'06" WEST 99.97 FEET; THENCE SOUTH 80°28'24" WEST 54.33 FEET; THENCE SOUTH 03°10'54" WEST 75.06 FEET; THENCE NORTH 86°49'06" WEST 131.00 FEET; THENCE NORTH 87°33'52" WEST 118.26 FEET; THENCE NORTH 88°51'27" WEST 114.01 FEET; THENCE SOUTH 89°46'25" WEST 114.78 FEET; THENCE SOUTH 88°27'49" WEST 114.12 FEET; THENCE SOUTH 87°37'20" WEST 115.02 FEET; THENCE SOUTH 88°52'15" WEST 114.32 FEET; TO A POINT ON THE CEDAR CORNERS PHASE A PLAT 1 SUBDIVISION BOUNDARY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 24; THENCE ALONG SAID PHASE A PLAT 1 SUBDIVISION BOUNDARY NORTH 00°21'45" EAST 239.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.11 ACRES, MORE OR LESS.

July 29, 2019
DATE

SURVEYOR
(SEE SEAL BELOW)

OWNERS' DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9a-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

Shane Frey, Manager
PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

AMH Cedar Crossing Developments, LLC
PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

ACKNOWLEDGEMENT

STATE OF UTAH } S.S
COUNTY OF UTAH }

ON THE 29 DAY OF July A.D. 2019 PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FORGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES: CAMILLE WINN, NOTARY PUBLIC-STATE OF UTAH, COMMISSION# 706778, COMM. EXP. 08-13-2023
COMMISSION NUMBER
PRINTED FULL NAME OF NOTARY

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 30 DAY OF August 2019

APPROVED BY MAYOR
APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER (SEE SEAL BELOW)
APPROVED BY CITY RECORDER (SEE SEAL BELOW)

ENT 80012:2019 Map # 16666
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Apr 20 12:09 pm FEE 112.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIED 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.

DIRECT COMMUNICATIONS — DATE 7/30/19

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY 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'S RIGHT-OF-WAY DEPARTMENT.

APPROVED THIS 30 DAY OF July A.D. 2019
DOMINION ENERGY BY: Formerly Eldredge TITLE: Pre-Con Specialist

ROCKY MOUNTAIN POWER

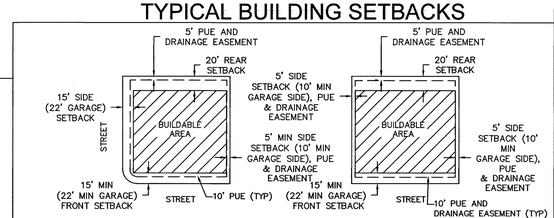
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED 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 EASEMENT, 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
   (1) A RECORDED EASEMENT OR RIGHT OF WAY
   (2) THE LAW APPLICATION TO PRESCRIPTIVE RIGHTS
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
   (4) ANY OTHER PROVISION OF LAW

Del Edwards — 7/30/19
ROCKY MOUNTAIN POWER — DATE

DEVELOPER / OWNER
DESERT PEAK MANAGEMENT GROUP
947 SOUTH 500 EAST SUITE 100
AMERICAN FORK, UT 84003
801-764-9000

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

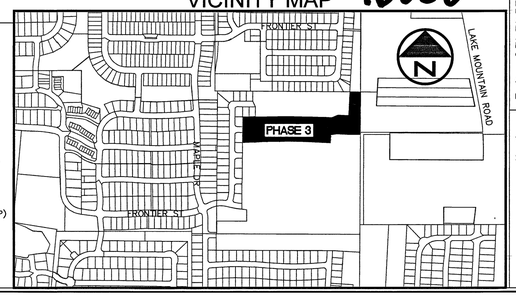
TYPICAL BUILDING SETBACKS



NOTES:
1. THE PROPERTY IS ZONED RESIDENTIAL, WITH 15' MIN (22' MIN GARAGE) FRONT SETBACKS, 20' MN REAR SETBACKS, AND 5' MIN (10' MIN GARAGE) SIDE YARD SETBACKS. CORNER LOT SIDE SETBACKS ARE 15' MIN STREET SIDE AND 5' MIN OTHER SIDE.
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 10' FRONT, 5' SIDE, AND 5' REAR UNLESS NOTED OTHERWISE HEREON.

VICINITY MAP

16666



CEDAR CORNERS - PHASE A PLAT 3

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL — NOTARY PUBLIC SEAL — CITY ENGINEER SEAL — CLERK-RECORDER SEAL

Sec 7 T6S R1W SLB&M TU 038

EAGLE MOUNTAIN

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

Wednesday, November 13, 2019

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

SUBJECT: **Glenmare Ranches phase "B" plat 1 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated; reducing all bond items's which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Glenmar Ranches phase "B" plat 1
Reduced

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

2nd Bond Release		
Original Bond Amount:	$	397,724.31
Previous Release Amount:	$	335,846.40
Amount to Release this Period:	$	5,446.44
Amount Remaining in Bond :	$	56,431.46

Bond Releases Summary		
#1	$	335,846.40
#2	$	5,446.44
#3	$	-
#4	$	-
TOTAL	$	341,292.85

11/13/2019

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	Mobilization	1	0	LS	$5,000.00	$0.00	0	1	100%	$0.00	$0.00
2	**SWPPP**										
a	SWPPP	1	0	LS	$4,000.00	$0.00	0	1	100%	$0.00	$0.00
3	**ROADWAY**										
a	3" asphalt	84441	84441	SF	$1.29	$108,928.89	80,219	4222.05	95%	$5,446.44	$108,928.89
b	6" road base	90189	90189	SF	$0.69	$62,230.41	90,189	0	100%	$0.00	$62,230.41
c	9" E-fill	90189	90189	SF	$0.10	$9,018.90	90,189	0	100%	$0.00	$9,018.90
d	8' Asphalt Trail	22464	22464	SF	$4.02	$90,305.28	22,464	0	100%	$0.00	$90,305.28
e	ADA ramps	8	8	EA	$1,881.74	$15,053.92	8	0	100%	$0.00	$15,053.92
f	Fill to grade	3318	663.6	CY	$7.00	$4,645.20	3,318	0	100%	$0.00	$4,645.20
g	Cut to grade	7056	1411.2	CY	$7.00	$9,878.40	7,056	0	100%	$0.00	$9,878.40
4	**CULINARY WATER**										
a	Connect to existing	2	0.4	EA	$2,000.00	$800.00	2	0	100%	$0.00	$800.00
b	8" C900 PVC	2785	557	LF	$33.38	$18,592.66	2,785	0	100%	$0.00	$18,592.66
c	Fire Hydrant	7	1.4	EA	$4,770.30	$6,678.42	7	0	100%	$0.00	$6,678.42
d	8" Gate valve	14	2.8	EA	$1,395.09	$3,906.25	14	0	100%	$0.00	$3,906.25
e	8" Tee	4	0.8	EA	$664.42	$531.54	4	0	100%	$0.00	$531.54
f	8" bends	12	2.4	EA	$664.42	$1,594.61	12	0	100%	$0.00	$1,594.61
g	1" water service	22	4.4	EA	$968.72	$4,262.37	22	0	100%	$0.00	$4,262.37
h	Relocate ex sampling station	1	0.2	EA	$2,000.00	$400.00	1	0	100%	$0.00	$400.00
i	2" temp blow off	1	0.2	EA	$950.00	$190.00	1	0	100%	$0.00	$190.00
5	**STORM DRAIN**										
a	15" RCP culvert	389	77.8	LF	$32.18	$2,503.60	389	0	100%	$0.00	$2,503.60
b	15" flared end section	14	2.8	EA	$633.00	$1,772.40	14	0	100%	$0.00	$1,772.40
	TOTAL CONSTRUCTION COST					**$341,292.85**					
	Original 10% Bond Coverage					$56,431.46					
								Released this Period		$5,446.44	
	TOTAL BOND AMOUNT:					**$397,724.31**					

Christopher T. Trusty P.E.
Engineering Director

11/14/19
Date

Robert Ballif
Engineering Tech.

11-13-19
Date

GLENMAR RANCHES PHASE B PLAT 1

LOCATED IN NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 31
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	50.00	162.51	186°13'09"	99.85	S39°38'05"W
C2	15.00	20.07	76°39'27"	18.61	N85°35'04"W
C3	15.00	22.77	86°57'25"	20.64	S12°36'30"W
C4	321.00	48.57	08°40'08"	48.52	S26°32'09"E
C5	470.00	76.29	09°17'59"	76.20	N30°29'13"W
C6	530.00	46.73	05°03'06"	46.71	N28°20'41"W
C7	292.00	44.18	08°40'08"	44.14	S26°32'09"E
C8	208.00	115.60	31°50'32"	114.11	S38°07'21"E
C9	192.00	19.06	05°44'18"	19.05	S51°11'58"E
C10	192.00	167.35	49°56'29"	162.10	S23°23'06"E
C11	208.00	99.55	27°25'20"	98.60	S12°07'33"E
C12	208.00	160.93	44°19'52"	156.95	S48°00'09"E
C13	200.00	95.74	27°25'36"	94.83	N27°55'53"E
C14	50.00	61.47	70°26'19"	57.67	N88°41'38"W
C15	15.00	24.36	93°02'35"	21.77	N77°23'30"W
C16	15.00	23.56	90°00'00"	21.21	S14°07'47"W
C17	15.00	23.56	90°00'00"	21.21	N75°52'13"W
C18	15.00	23.56	90°00'00"	21.21	N14°07'47"E
C19	15.00	23.56	90°00'00"	21.21	S75°52'13"E
C20	271.00	41.00	08°40'08"	40.96	S26°32'09"E
C21	229.00	127.27	31°50'32"	125.64	S38°07'21"E
C22	171.00	118.95	39°51'25"	116.57	S34°06'54"E
C23	171.00	15.46	5°10'18"	46.92	S06°18'03"E
C24	229.00	75.69	18°56'16"	75.35	S07°53'01"E
C25	15.00	21.34	81°30'56"	19.59	S23°24'19"W
C26	15.00	23.56	90°00'00"	21.21	N70°50'13"W
C27	15.00	23.56	90°00'00"	21.21	N19°09'47"E
C28	15.00	23.56	90°00'00"	21.21	S70°50'13"E
C29	229.00	86.13	21°33'03"	85.63	S36°36'45"E
C30	229.00	40.76	10°11'56"	40.71	S52°29'14"E
C31	15.00	11.07	42°16'23"	10.82	S36°27'00"E
C32	50.00	48.25	55°17'39"	46.40	S42°57'39"E
C33	50.00	64.35	76°44'23"	60.00	N72°31'20"E
C34	50.00	133.82	153°21'01"	97.31	N41°01'22"W
C35	15.00	16.89	64°31'43"	16.01	N85°26'01"W
C36	179.00	85.39	27°19'56"	84.58	N39°30'11"W
C37	179.00	85.67	27°25'20"	84.86	N12°07'33"W
C38	221.00	151.18	39°11'43"	148.25	N18°00'45"W
C39	15.00	20.75	79°15'18"	19.13	N02°01'22"E
C40	229.00	109.62	27°25'36"	108.58	N27°55'53"E
C41	15.00	12.41	47°23'47"	12.06	N37°54'58"E
C42	50.00	95.54	109°29'10"	81.66	N06°52'17"E
C43	50.00	99.01	113°27'15"	83.61	S75°24'04"W
C44	50.00	53.08	60°49'29"	50.62	S11°44'18"E
C45	15.00	14.76	56°22'07"	14.17	S13°57'59"E
C46	179.00	85.68	27°25'36"	84.87	S27°55'53"W
C47	15.00	22.07	84°18'42"	20.13	S83°48'02"W
C48	179.00	99.48	31°50'32"	98.20	N38°07'21"W

DOMINION ENERGY QUESTAR CORPORATION

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLEY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDE 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 OR THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

APPROVED THIS 23 DAY OF July, 2019.

BY Heidi Kittell.

TITLE Gas account Rep.

NOTES:

1. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
2. ALL LOTS MUST RECEIVE APPROVAL FROM THE UTAH COUNTY HEALTH DEPARTMENT FOR A SEPTIC TANK AND DRAINFIELD PRIOR TO ISSUANCE OF A BUILDING PERMIT. FAILURE TO MEET COUNTY REQUIREMENTS MAY RESULT IN LOTS BEING UNBUILDABLE. ANY LOT WITHIN 300 FEET OF AN EXISTING OR FUTURE SEWER MAY BE REQUIRED TO CONNECT TO THE SEWER LINE AT THE OWNER'S EXPENSE.
3. WITHIN 12 MONTHS OF ISSUANCE OF CERTIFICATE OF OCCUPANCY EACH LAND OWNER SHALL PURCHASE AND PLAT A MINIMUM OF 5 TREES OF 2" CALIPER OR LARGER. TREES ARE TO BE MAINTAINED WITH AN AUTOMATIC WATERING SYSTEM. ANY TREE THAT DIES IS TO BE REPLACED PROMPTLY TO MAINTAIN THE APPERANCE OF THE SUBDIVISION FOR ALL OWNERS BENEFIT.

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. 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLEY 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. A RECORDED EASEMENT OR RIGHT-OF-WAY
   B. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   C. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   D. ANY OTHER PROVISION OF LAW

APPROVED THIS 23 DAY OF July, 2019.

Kirk Edwards
ROCKY MOUNTAIN POWER

DIRECT COMMUNICATIONS

1. 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

APPROVED THIS 12 DAY OF June, 2019

BY Marianne Clifford.

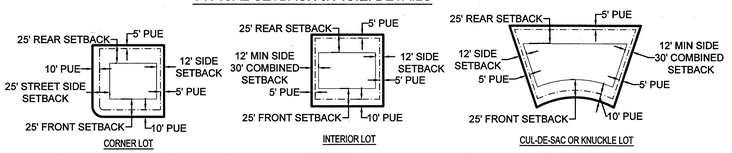
TITLE Network Design
DIRECT COMMUNICATIONS

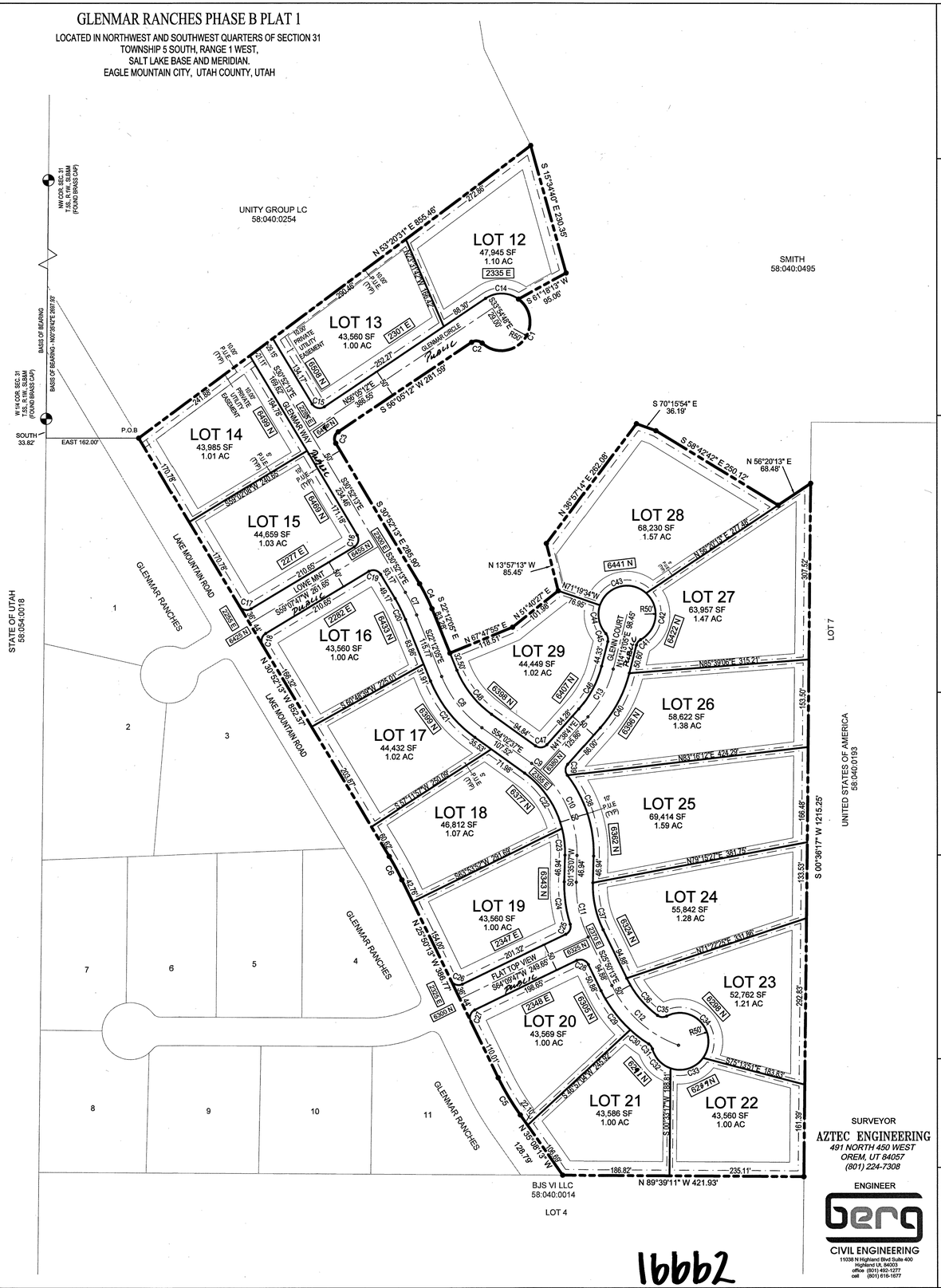
TABULATIONS

TOTAL PROJECT AREA	24.09 AC	100%
UNBUILDABLE ACREAGE	0.00 AC	0%
BUILDABLE ACREAGE	24.09 AC	100%
TOTAL ACREAGE IN LOTS	20.72 AC	86%
TOTAL ACREAGE IN ROW	3.37 AC	14%
TOTAL OPEN SPACE	0.00 AC	0%
TOTAL IMPROVED OPEN SPACE	0.00 AC	0%
AVERAGE LOT SIZE	50,344 SF / 1.16 AC	
LARGEST LOT SIZE	68,230 SF / 1.57 AC	
SMALLEST LOT SIZE	43,560 SF / 1.00 AC	
OVERALL DENSITY	0.74 DU/AC	
TOTAL NUMBER OF LOTS	18	

100 0 100 200 300
SCALE 1"=100'

TYPICAL SETBACK & P.U.E. DETAILS





SURVEYOR'S CERTIFICATE

I, Aaron D. Thomas, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 6946878. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

July 23, 2019
DATE

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located South 33.82 feet and East 162.00 from the West Quarter Corner of Section 31, Township 5 South, Range 1 West, Salt Lake Base and Meridian; running

thence North 53°20'31" East 855.46 feet; thence South 15°34'40" East 230.35 feet; thence South 61°18'13" West 95.06 feet; thence along the arc of a non-tangent 50.00 foot radius curve to the right a distance of 162.51 feet through a central angle of 186°13'09" (chord bears S39°38'05"W 99.85 feet); thence along the arc of a 15.00 foot radius curve to the left a distance of 20.07 feet through a central angle of 76°39'27" (chord bears N85°35'04"W 18.61 feet); thence South 56°05'12" West 281.59 feet; thence along the arc of a 15.00 foot radius curve to the left a distance of 22.77 feet through a central angle of 86°57'25" (chord bears S12°36'30"W 20.64 feet); thence South 30°52'13" East 285.90 feet; thence along the arc of a 321.00 foot radius curve to the right a distance of 48.57 feet through a central angle of 08°40'08" (chord bears S26°32'09"E 48.52 feet); thence South 22°12'05" East 83.28 feet; thence North 67°47'55" East 118.51 feet; thence North 51°40'27" East 101.98 feet; thence North 13°57'13" West 85.45 feet; thence North 36°57'14" East 262.08 feet; thence South 70°15'54" East 36.19 feet; thence South 58°42'42" East 250.12 feet; thence North 56°20'13" East 68.48 feet to a point along the easterly line of Lot 3 of said section; thence along said lot the following two (2) courses: (1) South 00°36'17" West 1215.25 feet, and (2) North 89°39'11" West 421.93 feet to a point along the easterly right-of-way line of Lake Mountain Road; thence along said right-of-way the following five (5) courses: (1) North 35°08'13" West 128.79 feet, (2) along the arc of a 470.00 foot radius curve to the right a distance of 76.29 feet through a central angle of 09°17'59" (chord bears N30°29'13"W 76.20 feet), (3) North 25°50'13" West 386.77 feet, (4) along the arc of a 530.00 foot radius curve to the left a distance of 46.73 feet through a central angle of 05°03'06" (chord bears N28°20'41"W 46.71 feet), and (5) North 30°52'13" West 852.37 feet to the point of beginning.

Contains: 24.09 acres

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNTER THE PROVISIONS OF 10-9A-607 UTAH CODE, WITHOUT CONDITIONS, RESTRICTIONS, OR RESERVATIONS TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 23 DAY OF July, A.D. 2019

MAP#16662

ENT 79630:2019 Map # 16662
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Aug 19 4:05 pm FEE 86.00 BY
RECORDED FOR EAGLE MOUNTAIN CITY

Marianne M. Smith, Trustee
MARIANNE M. SMITH, TRUSTEE OF THE GLENNETH & MARIANNE SMITH REVOCABLE LIVING TRUST 4-28-05

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE 23 DAY OF July, A.D. 2019 PERSONALLY APPEARED BEFORE ME MARIANNE M. SMITH, SIGNING THE FOREGOING OWNERS DEDICATION, AND TRUSTEE WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF THE OWNERS, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES 1/19/2020

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 AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS 5 DAY OF August A.D. 2019

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW)

APPROVED BY CITY RECORDER (SEE SEAL BELOW)

GLENMAR RANCHES PHASE B PLAT 1

LOCATED IN NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 31
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
7-23-19		7/31/19	

SURVEYOR
AZTEC ENGINEERING
491 NORTH 450 WEST
OREM, UT 84057
(801) 224-7308

ENGINEER
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

16662

Sec. 31-5-1W Tu-038

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

Monday, November 18, 2019

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

SUBJECT: **Silverlake plat 17 into warranty Bond Release**

City Recorder,

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated; reducing all bond items's which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Silverlake plat 17 Bond
Reduced

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

1st Bond Release		
Original Bond Amount:	$	114,720.10
Previous Release Amount:	$	-
Amount to Release this Period:	$	2,250.00
Amount Remaining in Bond :	$	112,470.10

Bond Releases Summary		
#1	$	2,250.00
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	2,250.00

11/21/2019

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	SWPPP	1	0	LS	$3,950.00	$0.00	0	0	100%	$0.00	$0.00
b	Rough grading	115560	0	SF	$0.10	$0.00	0	0	100%	$0.00	$0.00
2	**ROADWAY IMPROVEMENTS**										
a	3" Asphalt Roadway	89570	0	SF	$1.25	$0.00	0	0	100%	$0.00	$0.00
b	6" road base	110330	0	SF	$0.65	$0.00	0	0	100%	$0.00	$0.00
c	9" subbase	110330	0	SF	$0.85	$0.00	0	0	100%	$0.00	$0.00
d	4' sidewalk w/6" of compacted base	25975	0	SF	$3.80	$0.00	0	0	100%	$0.00	$0.00
e	ADA ramps & placards	16	0	EA	$1,200.00	$0.00	0	0	100%	$0.00	$0.00
f	30" Curb & Gutter type D/prep	5190	0	LF	$18.50	$0.00	0	0	100%	$0.00	$0.00
g	Concrete manhole collars	15	0	EA	$450.00	$0.00	0	0	100%	$0.00	$0.00
h	Concrete valve collars	25	0	EA	$350.00	$0.00	0	0	100%	$0.00	$0.00
3	**CULINARY WATER**										
a	8" C-900 water line	2890	0	LF	$23.00	$0.00	0	0	100%	$0.00	$0.00
b	8" gate valve w/collar	18	0	EA	$1,500.00	$0.00	0	0	100%	$0.00	$0.00
c	8" cross	3	0	EA	$1,500.00	$0.00	0	0	100%	$0.00	$0.00
d	8" tee	2	0	EA	$1,200.00	$0.00	0	0	100%	$0.00	$0.00
e	8" 45 deg bend	12	0	EA	$800.00	$0.00	0	0	100%	$0.00	$0.00
f	1" service	52	0	EA	$1,300.00	$0.00	0	0	100%	$0.00	$0.00
g	2" temp blow off	10	0	EA	$1,500.00	$0.00	0	0	100%	$0.00	$0.00
h	Connect to existing	1	0	EA	$1,500.00	$0.00	0	0	100%	$0.00	$0.00
i	Fire Hydrant	7	0	EA	$5,500.00	$0.00	0	0	100%	$0.00	$0.00
j	Imported trench backfill	3285	0	TON	$8.75	$0.00	0	0	100%	$0.00	$0.00
4	**SEWER**										
a	8" sewer main	1960	0	LF	$28.00	$0.00	0	0	100%	$0.00	$0.00
b	Connect to existing	1	0	EA	$3,500.00	$0.00	0	0	100%	$0.00	$0.00
c	48" Sewer manholes	2	0	EA	$2,850.00	$0.00	0	0	100%	$0.00	$0.00
d	60" Sewer manholes	4	0	EA	$3,200.00	$0.00	0	0	100%	$0.00	$0.00
e	Sewer services	26	0	EA	$950.00	$0.00	0	0	100%	$0.00	$0.00
f	Sewer nose on services existing main	26	0	EA	$1,050.00	$0.00	0	0	100%	$0.00	$0.00
g	Stub & cap sewer main	7	0	EA	$350.00	$0.00	0	0	100%	$0.00	$0.00
h	Imported trench backfill	7100	0	TON	$8.75	$0.00	0	0	100%	$0.00	$0.00
5	**STORM DRAIN**										
a	15" storm drain pipe	1960	0	LF	$38.00	$0.00	0	0	100%	$0.00	$0.00
b	Storm drain manholes	9	0	EA	$2,600.00	$0.00	0	0	100%	$0.00	$0.00
c	Curb inlet box	11	0	EA	$2,350.00	$0.00	0	0	100%	$0.00	$0.00
d	Connect to existing	1	0	EA	$1,500.00	$0.00	0	0	100%	$0.00	$0.00
e	Combo box	1	0	EA	$4,650.00	$0.00	0	0	100%	$0.00	$0.00
f	15" flared end section	1	0	EA	$1,200.00	$0.00	0	0	100%	$0.00	$0.00
g	Imported trench backfill	1625	0	TON	$8.75	$0.00	0	0	100%	$0.00	$0.00
6	**MISC.**										
a	Street signs	5	5	EA	$240.00	$1,200.00	0	5	100%	$1,200.00	$1,200.00
b	Stop signs	7	7	EA	$150.00	$1,050.00	0	7	100%	$1,050.00	$1,050.00
	TOTAL CONSTRUCTION COST					**$2,250.00**					
	Original 10% Bond Coverage					$112,470.10					
								Released this Period		$2,250.00	
	TOTAL BOND AMOUNT:					**$114,720.10**					

Christopher T. Trusty P.E.
Engineering Director

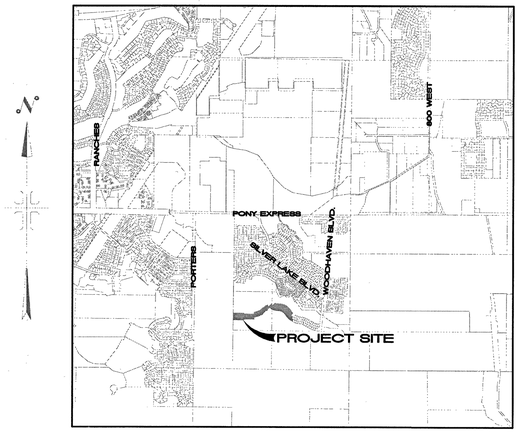
11/21/19
Date

Robert Ballif
Engineering Tech.

11-21-19
Date

SILVERLAKE PLAT "17"

SITUATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

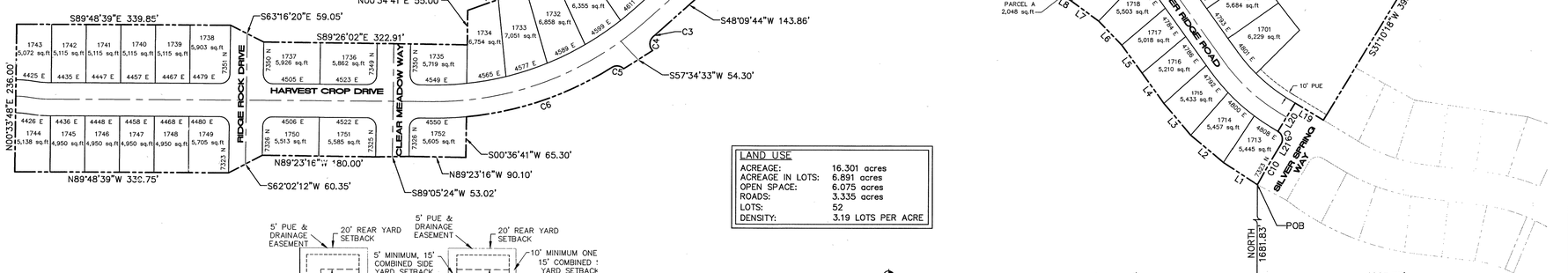


VICINITY MAP
NTS

0 100 200 300
SCALE: 1" = 100'

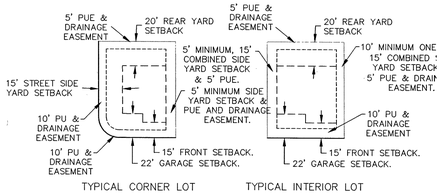
(BOUNDARY DESCRIPTION CONTINUED) thence North 58°49'42" West 52.34 feet; thence South 31°10'18" West 53.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 13°49'42" East 21.21 feet; thence South 31°10'18" West 5.83 feet; thence Southerly 69.32 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of **03°14'18"** the chord of which bears South 29°33'08" West 69.31 feet to the point of beginning.

Parcel contains: 16.301 acres more or less.



LAND USE	
ACREAGE:	16.301 acres
ACREAGE IN LOTS:	6.891 acres
OPEN SPACE:	6.075 acres
ROADS:	3.335 acres
LOTS:	52
DENSITY:	3.19 LOTS PER ACRE

Line Table		
Line #	Length	Direction
L1	64.27	N56°49'04"W
L2	67.80	N50°06'08"W
L3	66.41	N40°11'50"W
L4	59.53	N35°36'49"W
L5	55.16	N36°07'41"W
L6	53.03	N43°53'01"W
L7	53.46	N53°46'51"W
L8	20.00	N58°22'39"W
L9	51.52	N69°13'05"W
L10	52.60	N76°58'28"W
L11	56.46	N87°45'09"W
L12	66.64	N85°52'05"W
L13	72.36	N75°28'36"W
L14	79.27	N63°30'22"W
L15	71.23	N51°39'18"W
L16	73.71	S48°09'44"W
L17	67.02	S28°41'27"E
L18	80.56	N48°09'44"E
L19	52.34	N58°49'42"W
L20	53.00	S31°10'18"W
L21	5.83	S31°10'18"W



SETBACK AND EASEMENT DETAIL

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	25.05	15.00	95°40'14"	22.24	S00°19'37"W
C2	22.31	15.00	85°13'51"	20.31	N89°13'21"W
C3	4.84	528.50	0°31'31"	4.84	S48°25'29"W
C4	24.65	15.00	94°09'07"	21.97	S01°36'41"W
C5	20.41	15.00	77°57'03"	18.87	N83°29'26"W
C6	246.82	528.50	26°45'30"	244.58	S70°54'47"W
C7	21.46	15.00	81°58'10"	19.68	N07°10'39"E
C8	69.83	222.50	17°58'58"	69.55	S43°23'40"E
C9	23.56	15.00	90°00'00"	21.21	S13°49'42"E
C10	69.32	1226.50	3°14'18"	69.31	S29°33'08"W

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS. ALL LIGHTING SHALL BE DARKSKY COMPLIANT.
3-PARCEL A IS [illegible] DEDICATED TO EAGLE MOUNTAIN CITY AND WILL BE MAINTAINED BY SILVERLAKE H.O.A.
3-PARCEL B IS [illegible] DEDICATED TO EAGLE MOUNTAIN CITY AND WILL BE MAINTAINED BY EAGLE MOUNTAIN CITY.

FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

FOUND UTAH COUNTY BRASS CAP 1971 SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

DIRECT COMMUNICATIONS APPROVAL

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.

Marjorie Clifford — 5/1/18
DIRECT COMMUNICATIONS — DATE

QUESTAR GAS COMPANY APPROVAL

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar 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 of 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 Questar's right-of-way department at 1-800-366-8532

Approved this 1st day of May 2018 Quest Gas Company
By: [illegible] Title: [illegible]

ROCKY MOUNTAIN POWER APPROVAL

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 17-27a-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.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

Mark Steele — 4/26/18
ROCKY MOUNTAIN POWER — DATE

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

16094 Sheet 1 of 2

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "17" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 1987.75 feet along the section line and North 1681.83 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 56°49'04" West 64.27 feet; thence North 50°06'08" West 67.80 feet; thence North 40°11'50" West 66.41 feet; thence North 35°36'49" West 59.53 feet; thence North 36°07'41" West 55.16 feet; thence North 43°53'01" West 53.03 feet; thence North 53°46'51" West 53.46 feet; thence North 58°22'39" West 20.00 feet; thence North 69°13'05" West 51.52 feet; thence North 76°58'28" West 52.60 feet; thence North 87°45'09" West 56.46 feet; thence North 85°52'05" West 66.64 feet; thence North 75°28'36" West 72.36 feet; thence North 63°30'22" West 79.27 feet; thence North 51°39'18" West 71.23 feet; thence South 48°09'44" West 73.71 feet; thence Southerly 25.05 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 95°40'14" the chord of which bears South 00°19'37" West 22.24 feet; thence South 51°05'03" West 53.54 feet; thence Westerly 22.31 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 85°13'51" the chord of which bears North 89°13'21" West 20.31 feet; thence South 48°09'44" West 143.86 feet; thence Southwesterly 4.84 feet along the arc of a 528.50 foot radius curve to the right, through a central angle of 00°31'31" the chord of which bears South 48°25'29" West 4.84 feet; thence Southerly 24.65 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 94°09'07" the chord of which bears South 01°36'41" West 21.97 feet; thence South 57°34'33" West 54.30 feet; thence Westerly 20.41 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 77°57'03" the chord of which bears North 83°29'26" West 18.87 feet; thence Southwesterly 246.82 feet along the arc of a 528.50 foot radius curve to the right, through a central angle of 26°45'30" the chord of which bears South 70°54'47" West 244.58 feet; thence South 00°36'41" West 65.30 feet; thence North 89°23'16" West 90.10 feet; thence South 89°05'24" West 53.02; thence North 89°23'16" West 180.00 feet; thence South 62°02'12" West 60.35 feet; thence North 89°48'39" West 339.75 feet; thence North 00°33'48 East 236.00 feet; thence South 89°48'39" East 339.85 feet; thence South 63°16'20" East 59.05 feet; thence South 89°26'02" East 322.91 feet; thence North 00°34'41" East 55.00 feet; thence North 70°15'29" East 198.37 feet; thence North 53°08'59" East 60.05 feet; thence North 45°40'15" East 61.73 feet; thence North 56°04'44" East 62.31 feet; thence North 50°19'34" East 54.04 feet; thence North 61°30'37" East 91.03 feet; thence South 28°41'27" East 67.02 feet; thence North 48°09'44" East 80.56 feet; thence Northerly 21.46 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 81°58'10" the chord of which bears North 07°10'39" East 19.68 feet; thence North 58°41'29" East 53.06 feet; thence Southeasterly 69.83 feet along the arc of a non-tangent 222.50 foot radius curve to the left, through a central angle of 17°58'58" the chord of which bears South 43°23'40" East 69.55 feet; thence North 40°37'17" East 98.18 feet; thence North 38°33'55" East 235.30 feet; thence North 69°40'06" East 147.88 feet; thence South 87°06'57" East 57.63 feet; thence South 58°03'40" East 102.96 feet; thence North 63°49'47" East 102.96 feet; thence South 87°06'57" East 66.15 feet; thence South 26°01'37" East 203.21 feet; thence North 38°10'03" East 34.66 feet; thence South 35°26'36" East 274.35 feet; thence South 31°10'18" West 393.03 feet; (CONTINUED ON PLAT)

April 25, 2018 — DATE
[illegible] — SURVEYOR (See Seal Below)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

[illegible] — Nathan Hutchinson, President Peakcross Development, Inc.

ACKNOWLEDGEMENT

ENT 54788:2018 Mod # 16094
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jun 12 2:54 pm FEE 114.00 BY VP
RECORDED FOR EAGLE MOUNTAIN CITY

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

On the 26th day of April, 2018 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 9-27-18 — NOTARY PUBLIC SIGNATURE
6792-74 — PRINTED NAME OF NOTARY
COMMISSION NUMBER

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 7th day of June, 2018

[illegible] — APPROVED BY MAYOR
[illegible] — APPROVED BY CITY ENGINEER (See Seal Below)
[illegible] — APPROVED BY CITY ATTORNEY
[illegible] — ATTEST BY CITY RECORDER (See Seal Below)

PLAT "17"

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR SEAL — 4-25-18 — No. 5152741 — TRAVIS TRANE — STATE OF UTAH
NOTARY PUBLIC SEAL — E. RACHEL [illegible] — NOTARY PUBLIC • STATE OF UTAH — My Commission Expires Sept 27, 2018 — COMMISSION NUMBER [illegible]
CITY/COUNTY ENGINEER SEAL — 5-17-18
CLERK-RECORDER SEAL — CORPORATE SEAL — EAGLE MOUNTAIN — EST. 1996 — STATE OF UTAH

SEC. 29-5-1W TO-038

SILVERLAKE PLAT "17"

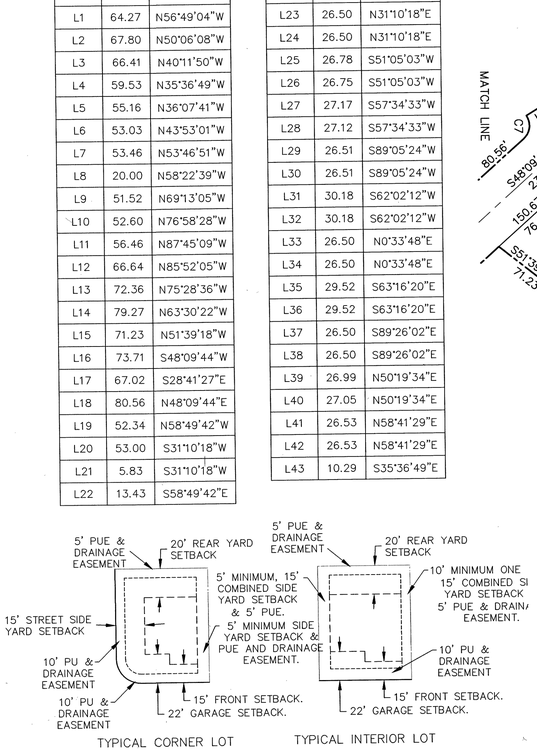
SITUATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	25.05	15.00	95°40'14"	22.24	S00°19'37"W
C2	22.31	15.00	85°13'51"	20.31	N89°13'21"W
C3	4.84	528.50	0°31'31"	4.84	S48°25'29"W
C4	24.65	15.00	94°09'07"	21.97	S01°36'41"W
C5	20.41	15.00	77°57'03"	18.87	N83°29'26"W
C6	246.82	528.50	26°45'30"	244.58	S70°54'47"W
C7	21.46	15.00	81°58'10"	19.68	N07°10'39"E
C8	69.83	222.50	17°58'58"	69.55	S43°23'40"E
C9	23.56	15.00	90°00'00"	21.21	S13°49'42"E
C10	69.32	1226.50	3°14'18"	69.31	S29°33'08"W
C11	64.85	272.50	13°38'09"	64.70	S52°00'38"E
C12	26.08	150.00	9°57'42"	26.05	S84°49'48"E
C13	25.82	150.00	9°51'50"	25.79	N84°46'52"W
C14	21.47	123.50	9°57'42"	21.45	S84°49'48"E
C15	121.15	299.00	23°12'54"	120.32	S47°13'16"E
C16	274.76	301.00	52°18'02"	265.32	N61°45'50"W
C17	233.98	249.00	53°50'27"	225.47	S60°59'38"E
C18	114.82	482.00	13°38'57"	114.55	S35°15'14"E
C19	41.68	482.00	4°57'15"	41.66	S44°33'20"E
C20	368.22	502.00	42°01'37"	360.02	N69°10'32"E
C21	199.32	249.00	45°51'55"	194.05	S64°58'53"E
C22	34.66	249.00	7°58'31"	34.63	S38°03'40"E
C23	47.90	502.00	5°28'01"	47.88	N50°53'44"E
C24	320.32	502.00	36°33'36"	314.92	N71°54'33"E
C25	40.29	713.00	3°14'14"	40.28	S43°21'11"E
C26	30.26	176.50	9°49'21"	30.22	N84°45'37"W
C27	30.69	176.50	9°57'42"	30.65	S84°49'48"E
C28	131.88	325.50	23°12'54"	130.98	S47°13'16"E
C29	250.57	274.50	52°18'02"	241.96	N61°45'50"W
C30	181.18	275.50	37°40'49"	177.93	S69°04'26"E
C31	21.36	15.00	81°36'14"	19.60	S88°57'51"W
C32	110.41	272.50	23°12'54"	109.66	S47°13'16"E
C33	298.95	327.50	52°18'02"	288.68	N61°45'50"W
C34	207.80	222.50	53°30'40"	200.33	S61°09'31"E
C35	24.91	15.00	95°08'29"	22.14	S84°16'01"E
C36	71.00	455.50	8°55'50"	70.93	S32°13'52"E
C37	75.36	508.50	8°29'28"	75.29	S33°16'04"E
C38	22.43	15.00	85°40'32"	20.40	N05°19'28"E
C39	348.78	475.50	42°01'37"	341.02	N69°10'32"E
C40	23.66	15.00	90°22'38"	21.28	S44°37'20"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C41	23.46	15.00	89°37'22"	21.14	N45°22'40"E
C42	23.66	15.00	90°22'38"	21.28	S44°37'20"E
C43	23.46	15.00	89°37'22"	21.14	N45°22'40"E
C44	23.67	15.00	90°25'23"	21.29	N44°35'58"W
C45	23.45	15.00	89°34'37"	21.13	S45°24'03"W
C46	23.67	15.00	90°25'23"	21.29	N44°35'58"W
C47	23.45	15.00	89°34'37"	21.13	S45°24'02"W
C48	54.39	528.50	5°53'49"	54.37	N87°14'27"E
C49	301.21	528.50	32°39'19"	297.15	N73°51'42"E
C50	31.42	325.50	5°31'51"	31.41	S56°03'47"E
C51	55.24	325.50	9°43'26"	55.18	S48°26'09"E
C52	45.22	325.50	7°57'37"	45.19	S39°35'37"E
C53	31.56	274.50	6°35'17"	31.55	N38°54'27"W
C54	74.53	274.50	15°33'24"	74.30	N49°58'48"W
C55	20.01	274.50	4°10'37"	20.01	N59°50'48"W
C56	70.72	274.50	14°45'37"	70.52	N69°18'55"W
C57	53.75	274.50	11°13'07"	53.66	N82°18'17"W
C58	27.05	275.50	5°37'34"	27.04	S85°06'04"E
C59	55.85	275.50	11°36'53"	55.75	S76°28'50"E
C60	56.41	275.50	11°43'50"	56.31	S64°48'29"E
C61	41.88	275.50	8°42'32"	41.84	S54°35'18"E
C62	45.56	272.50	9°34'45"	45.51	S40°24'11"E
C63	42.71	327.50	7°28'19"	42.68	N39°20'58"W
C64	55.36	327.50	9°41'06"	55.29	N47°55'41"W
C65	56.20	327.50	9°49'55"	56.13	N57°41'11"W
C66	55.04	327.50	9°37'46"	54.98	N67°25'02"W
C67	55.06	327.50	9°37'57"	54.99	N77°02'54"W
C68	34.58	327.50	6°02'58"	34.56	N84°53'22"W
C69	52.29	222.50	13°27'51"	52.17	S81°10'56"E
C70	85.68	222.50	22°03'51"	85.15	S63°25'05"E
C71	26.15	475.50	3°09'03"	26.15	N49°44'16"E
C72	68.32	475.50	8°13'56"	68.26	N55°25'45"E
C73	67.42	475.50	8°07'28"	67.37	N63°36'27"E
C74	68.91	475.50	8°18'12"	68.85	N71°49'17"E
C75	63.40	475.50	7°38'20"	63.35	N79°47'33"E
C76	54.58	475.50	6°34'38"	54.55	N86°54'02"E
C77	21.39	123.50	9°55'24"	21.36	N84°48'39"W

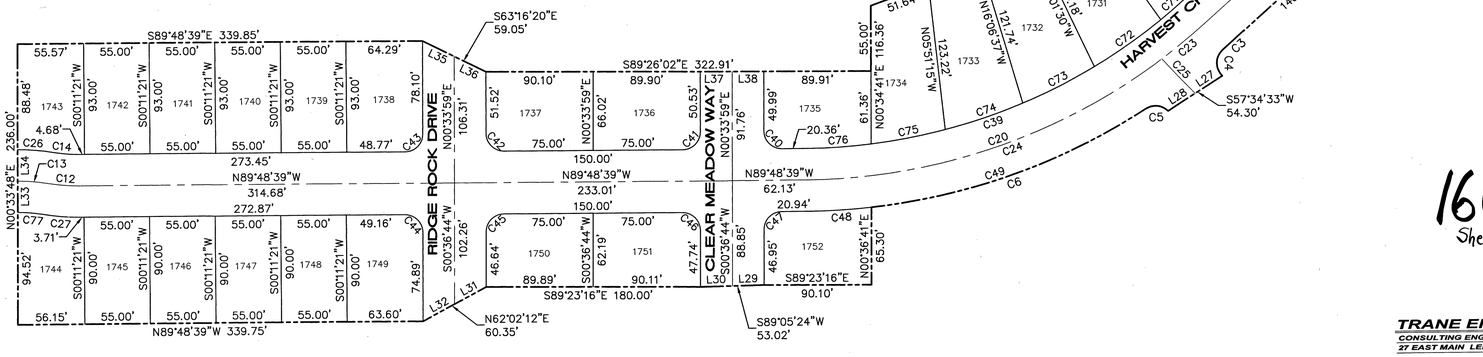
Line Table		
Line #	Length	Direction
L1	64.27	N56°49'04"W
L2	67.80	N50°06'08"W
L3	66.41	N40°11'50"W
L4	59.53	N35°36'49"W
L5	55.16	N36°07'41"W
L6	53.03	N43°53'01"W
L7	53.46	N53°46'51"W
L8	20.00	N58°22'39"W
L9	51.52	N69°13'05"W
L10	52.60	N76°58'28"W
L11	56.46	N87°45'09"W
L12	66.64	N85°52'05"W
L13	72.36	N75°28'36"W
L14	79.27	N63°30'22"W
L15	71.23	N51°39'18"W
L16	73.71	S48°09'44"W
L17	67.02	S28°41'27"E
L18	80.56	N48°09'44"E
L19	52.34	N58°49'42"W
L20	53.00	S31°10'18"W
L21	5.83	S31°10'18"W
L22	13.43	S58°49'42"E

Line Table		
Line #	Length	Direction
L23	26.50	N31°10'18"E
L24	26.50	N31°10'18"E
L25	26.78	S51°05'03"W
L26	26.75	S51°05'03"W
L27	27.17	S57°34'33"W
L28	27.12	S57°34'33"W
L29	26.51	S89°05'24"W
L30	26.51	S89°05'24"W
L31	30.18	S62°02'12"W
L32	30.18	S62°02'12"W
L33	26.50	N0°33'48"E
L34	26.50	N0°33'48"E
L35	29.52	S63°16'20"E
L36	29.52	S63°16'20"E
L37	26.50	S89°26'02"E
L38	26.50	S89°26'02"E
L39	26.99	N50°19'34"E
L40	27.05	N50°19'34"E
L41	26.53	N58°41'29"E
L42	26.53	N58°41'29"E
L43	10.29	S35°36'49"E



SETBACK AND EASEMENT DETAIL

-NTS-



ENT 54788:2018 Map # 16094
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jun 12 2:54 pm FEE 114.00 BY VP
RECORDED FOR EAGLE MOUNTAIN CITY

16094
Sheet 2 of 2

PLAT "17"

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR'S SEAL: TRAVIS LANE, No. 5152741, PROFESSIONAL LAND SURVEYOR, STATE OF UTAH, 4-25-18

NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN

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

Wednesday, November 20, 2019

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

SUBJECT: **Sunset Ridge phase "A" plat 5 into warranty Bond Release**

City Recorder,

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

Bond Release Request Letter
Sunset Ridge phase A plat 5
Reduced

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

1st Bond Release	
Original Bond Amount:	$ 18,169.95
Previous Release Amount:	$ -
Amount to Release this Period:	$ 8,187.48
Amount Remaining in Bond :	$ 9,982.47

Bond Releases Summary	
#1	$ 8,187.48
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 8,187.48

11/20/2019

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCE QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	Mobilization	1	0.5	LS	$3,000.00	$1,500.00	1	100%	100%	$1,500.00	$0.00
b	Clear & grub	66647	0	SF	$0.05	$0.00	0	0%	100%	$0.00	$0.00
2	**STREET IMPROVEMENTS**										
a	9" road base, place & compacted	720	72	TON	$9.00	$648.00	720	100%	100%	$648.00	$0.00
b	3" Asphalt w/6" road base	11944	1194.4	SF	$1.20	$1,433.28	11,944	100%	100%	$1,433.28	$0.00
c	6" road base under curb & gutter	784	78.4	TON	$13.00	$1,019.20	784	100%	100%	$1,019.20	$0.00
d	30" curb & gutter	652	65.2	LF	$12.00	$782.40	652	100%	100%	$782.40	$0.00
e	ADA ramps	2	0.2	EA	$1,500.00	$300.00	2	100%	100%	$300.00	$0.00
f	Rough Grading	436	43.6	CY	$2.50	$109.00	436	100%	100%	$109.00	$0.00
g	4' sidewalk w/4" road base	425	42.5	LF	$12.00	$510.00	425	100%	100%	$510.00	$0.00
h	8' sidewalk w/4" road base	194	19.4	LF	$24.00	$465.60	194	100%	100%	$465.60	$0.00
3	**SEWER**										
a	8" PVC sewer line	221	0	LF	$20.50	$0.00	0	0%	100%	$0.00	$0.00
b	48" manhole w/concrete collar	2	0.2	EA	$2,800.00	$560.00	2	100%	100%	$560.00	$0.00
c	4" sewer lateral	5	0	EA	$500.00	$0.00	0	0%	100%	$0.00	$0.00
d	Connect to existing sewer manhole	1	0	EA	$500.00	$0.00	0	0%	100%	$0.00	$0.00
e	imported pipe bedding	112	0	TON	$12.00	$0.00	0	0%	100%	$0.00	$0.00
f	Imported trench backfill	224	0	TON	$8.00	$0.00	0	0%	100%	$0.00	$0.00
4	**WATER**										
a	8" C-900 water main	363	0	LF	$22.00	$0.00	0	0%	100%	$0.00	$0.00
b	8" gate valves w/concrete collars	3	0.3	EA	$1,200.00	$360.00	3	100%	100%	$360.00	$0.00
c	Connect to existing culinary line	1	0	EA	$500.00	$0.00	0	0%	100%	$0.00	$0.00
d	Fire Hydrant w/valve	1	0	EA	$3,300.00	$0.00	0	0%	100%	$0.00	$0.00
e	3/4" water service	5	0	EA	$525.00	$0.00	0	0%	100%	$0.00	$0.00
f	Blow off valve	2	0	EA	$1,500.00	$0.00	0	0%	100%	$0.00	$0.00
g	Air/vac valve	1	0	EA	$1,500.00	$0.00	0	0%	100%	$0.00	$0.00
h	Imported pipe bedding	55	0	TON	$12.00	$0.00	0	0%	100%	$0.00	$0.00
i	Imported trench backfill	110	0	TON	$8.00	$0.00	0	0%	100%	$0.00	$0.00
5	**MISC.**										
a	Street signs	1	1	EA	$500.00	$500.00	1	100%	100%	$500.00	$0.00
	TOTAL CONSTRUCTION COST					**$8,187.48**					
	Original 10% Bond Coverage					$9,982.47					
	TOTAL BOND AMOUNT:					**$18,169.95**				Released this Period	$8,187.48

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

11/21/19
Date

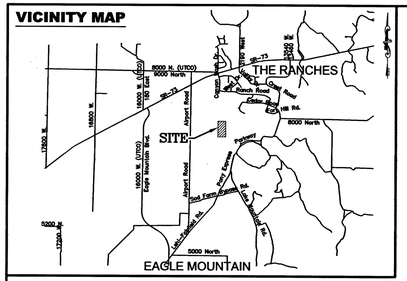
Robert Ballif
Engineering Tech

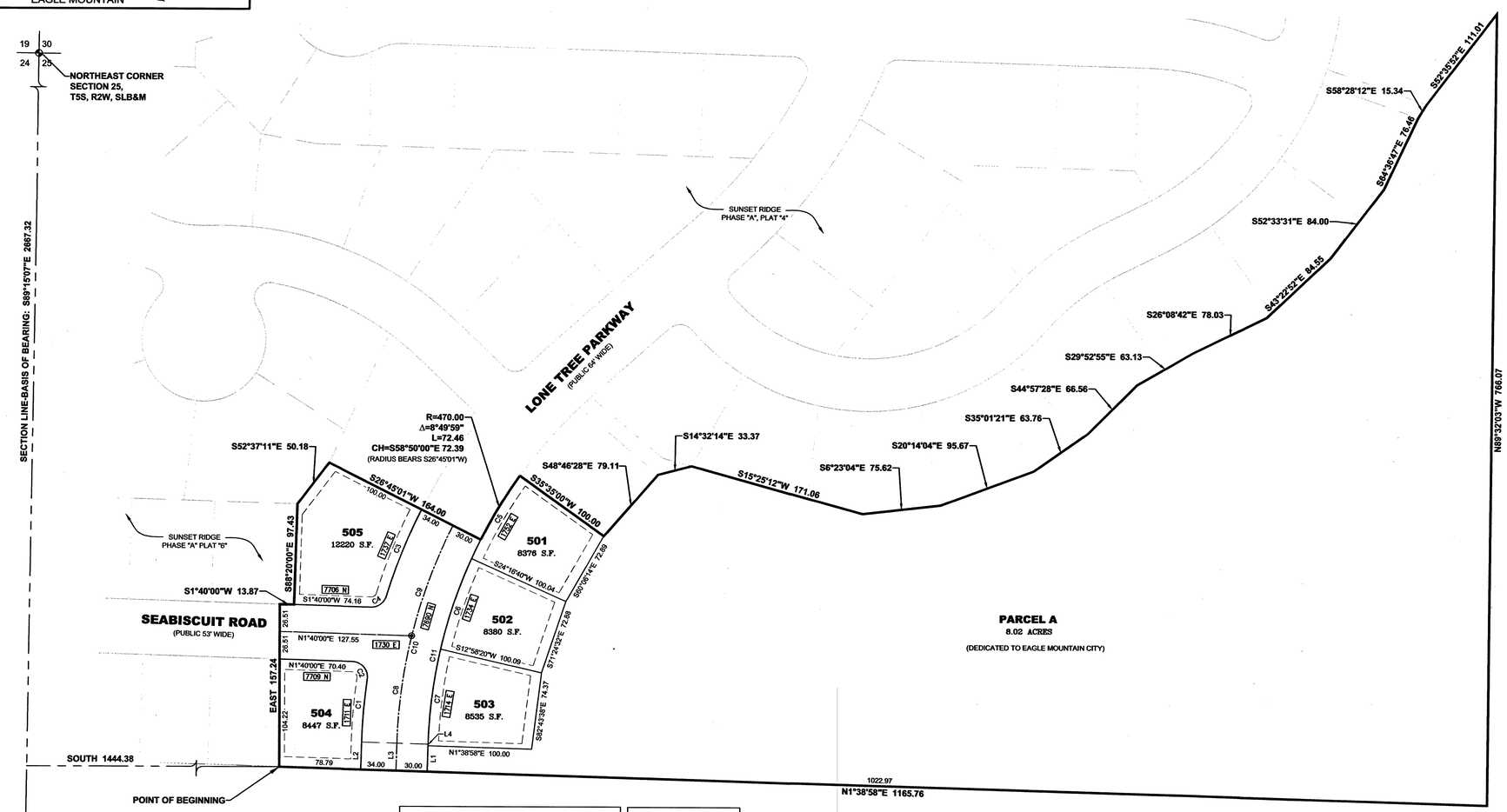
11-20-19
Date

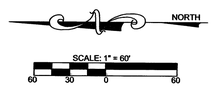
SUNSET RIDGE - PHASE A PLAT 5

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

VICINITY MAP







CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	534.00	6°32'53"	61.03	S85°03'33"E 61.00
C2	15.00	96°32'53"	25.28	N49°56'27"E 22.39
C3	534.00	9°42'12"	90.44	S68°06'05"E 90.33
C4	15.00	74°37'11"	19.54	S35°38'36"E 18.18
C5	470.00	11°18'20"	92.74	N60°04'10"W 92.59
C6	470.00	11°18'20"	92.74	N71°22'30"W 92.59
C7	470.00	11°18'20"	92.74	N82°40'50"W 92.59
C8	500.00	12°01'04"	104.87	N82°19'28"W 104.68
C9	500.00	13°03'57"	114.02	N69°46'58"W 113.77
C10	500.00	25°05'01"	218.89	S75°47'30"E 217.15
C11	470.00	25°05'01"	205.76	N75°47'30"W 204.12

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N88°20'00"W	25.00
L2	S88°20'00"E	26.55
L3	S88°20'00"E	26.53
L4	N88°20'00"W	1.53

TABULATIONS

TOTAL SITE ACREAGE	9.55
TOTAL ACREAGE IN LOTS	1.26
TOTAL ACREAGE IN OPEN SPACE	8.02
TOTAL ACREAGE IN PUBLIC STREETS	0.27
TOTAL NUMBER OF LOTS	5
AVERAGE LOT SIZE	9,189 SF (0.21 ACRES)
LARGEST LOT SIZE	12,217 SF
SMALLEST LOT SIZE	8,376 SF
OVERALL DENSITY	3.27 UNITS PER ACRE

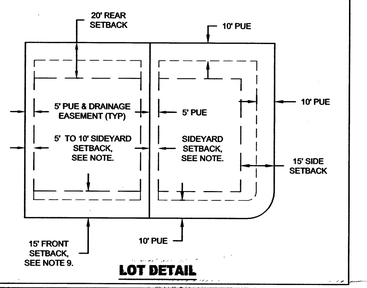
NOTES

1. SEE LOT DETAIL FOR BUILDING SETBACKS AND PUBLIC UTILITY EASEMENTS (P.U.E.).
2. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS
3. NAIL AND WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
4. ⓒTYPE II MONUMENT (ALUMINUM CAP & REBAR) TO BE SET.
5. 12% MAX. SLOPES ON DRIVEWAYS.
6. EACH LOT WILL REQUIRE A SOILS REPORT PRIOR TO OBTAINING A BUILDING PERMIT.
7. LOTS WITH SLOPE EXCEEDING 2:1 WILL REQUIRE ENGINEERED RETAINING WALLS.
8. EJECTOR PUMPS SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. ONLY BASEMENT FIXTURES ALLOWED ON EJECTOR PUMPS.
9. DRIVEWAYS TO BE MINIMUM 22' LONG.
10. ALL DRIVEWAYS ALONG LONE TREE PARKWAY ARE TO HAVE CIRCULAR DRIVEWAYS.

16486

***SIDEYARD SETBACK NOTE:**

THE TWO INTERIOR SIDE YARDS ON ALL LOTS SHALL NOT BE LESS THAN A COMBINATION OF 15 FEET TOTAL, 5' & 10' (10' ON GARAGE SIDE). IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY.



LOT DETAIL

DIRECT COMMUNICATIONS APPROVAL

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 COMMUNICATION S CEDAR VALLEY P.S.C. UTAH NO. 1 TARRIFF.

Marcia Clifford — 2/19/19
DIRECT COMMUNICATIONS — DATE

DOMINION ENERGY APPROVAL

DOMINION ENERGY APPROVES THE PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY 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 ACKNOWLEDGMENT 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'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS 14 DAY OF Feb. 2019

DOMINION ENERGY GAS COMPANY

BY- Steven Schell

TITLE- Gas account Support Rep

ROCKY MOUNTAIN POWER APPROVAL

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 § 17-27A-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 EASEMENT AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENT, 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:

(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

Mark Schaffe — 2/19/19
ROCKY MOUNTAIN POWER — /DATE

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°15'07"E ALONG THE SECTION LINE 59.36 FEET AND SOUTH 1444.38 FEET FROM THE NORTH 1/4 CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 157.24 FEET; THENCE S1°40'00"W 13.87 FEET; THENCE S88°20'00"E 97.43 FEET TO THE WESTERLY BOUNDARY LINE OF PHASE A, PLAT "4", SUNSET RIDGE SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING EIGHTEEN (18) COURSES: S52°37'11"E 50.18 FEET; THENCE S26°45'01"W 164.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S26°45'01"W) 72.46 FEET THROUGH A CENTRAL ANGLE OF 8°49'59" (CHORD: S58°50'00"E 72.39 FEET); THENCE S35°35'00"W 100.00 FEET; THENCE S48°46'28"E 79.11 FEET; THENCE S14°32'14"E 33.37 FEET; THENCE S15°25'12"W 171.06 FEET; THENCE S6°23'04"E 75.62 FEET; THENCE S20°14'04"E 95.67 FEET; THENCE S35°01'21"E 63.76 FEET; THENCE S44°57'28"E 66.56 FEET; THENCE S29°52'55"E 63.13 FEET; THENCE S26°08'42"E 78.03 FEET; THENCE S43°27'52"E 84.55 FEET; THENCE S52°33'31"E 84.00 FEET; THENCE S64°36'47"E 76.46 FEET; THENCE S58°28'12"E 15.34 FEET, THENCE S52°35'52"E 111.01 FEET; THENCE N89°32'03"W 766.07 FEET; THENCE N1°38'58"E 1165.76 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.55 ACRES

FEB 12, 2019
DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22nd DAY OF Feb., A.D. 20 19

Todd Awbrey

Century Communities of Utah, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 22nd DAY OF Feb, A.D. 20 19 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Utah IN SAID STATE OF UTAH, Todd Awbrey WHO AFTER BEING DULY SWORN ACKNOWLEDGE TO ME THAT Century Communities of Utah A LIMITED LIABILITY COMPANY( ), THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN.

NOTARY PUBLIC
Charis J Mouritsen
696400
Commission Expires
August 09, 2021
State of Utah

NOTARY PUBLIC FULL NAME: Charis Mouritsen
COMMISSION NUMBER: 696400
MY COMMISSION EXPIRES: 8-9-2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City, UTAH, 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 13 DAY OF March, A.D. 2019.

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED Christopher T Trusty
ENGINEER
(See Seal Below)

ATTEST
CLERK-RECORDER
(See Seal Below)

PHASE A PLAT "5"

SUNSET RIDGE

SUBDIVISION

ENT 22188:2019 Map # 16486
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 19 12:38 pm FEE 36.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH — CHAD A. POULSEN — No. 501182 — PROFESSIONAL LAND SURVEYOR — 2/12/19		REGISTERED PROFESSIONAL ENGINEER — No. 363052 — CHRISTOPHER TODD TRUSTY — 5-13-19 — STATE OF UTAH	CORPORATE SEAL — EAGLE MOUNTAIN — EST. 1996 — STATE OF UTAH

*Third form approved by Utah County and the municipalities therein.

SEC 25-5S-2W T.5S R.2W

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

Monday, November 25, 2019

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

SUBJECT: **Sunset Ridge phase "A" plat 6 into warranty Bond Release**

City Recorder,

The above referenced subdivision has completed the all required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

Bond Release Request Letter
Sunset Ridge phase A plat 6
Reduced

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

1st Bond Release	
Original Bond Amount:	$ 512,480.06
Previous Release Amount:	$ -
Amount to Release this Period:	$ 435,825.90
Amount Remaining in Bond :	$ 76,654.16

Bond Releases Summary	
#1	$ 435,825.90
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 435,825.90

11/25/2019

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	Mobilization	1	0	LS	$3,000.00	$0.00	1	100%	100%	$0.00	$0.00
b	Clear & grub	571943	0	SF	$0.05	$0.00	571,943	100%	100%	$0.00	$0.00
2	**STREET IMPROVEMENTS**										
a	9" road base, place & compacted	4715	4715	TON	$9.00	$42,435.00	4,715	100%	100%	$42,435.00	$0.00
b	3" Asphalt w/6" road base	76222	76222	SF	$1.20	$91,466.40	76,222	100%	100%	$91,466.40	$0.00
c	6" road base under curb & gutter	3415	3415	TON	$13.00	$44,395.00	3,415	100%	100%	$44,395.00	$0.00
d	30" curb & gutter	4833	4833	LF	$12.00	$57,996.00	4,833	100%	100%	$57,996.00	$0.00
e	ADA ramps	10	10	EA	$1,500.00	$15,000.00	10	100%	100%	$15,000.00	$0.00
f	Rough Grading	5001	5001	CY	$2.50	$12,502.50	5,001	100%	100%	$12,502.50	$0.00
g	5' sidewalk w/4" road base	4833	4833	LF	$16.00	$77,328.00	4,833	100%	100%	$77,328.00	$0.00
3	**SEWER**										
a	8" PVC sewer line	2471	494.2	LF	$20.50	$10,131.10	2,471	100%	100%	$10,131.10	$0.00
b	48" manhole w/concrete collar	8	1.6	EA	$2,800.00	$4,480.00	8	100%	100%	$4,480.00	$0.00
c	4" sewer lateral	49	9.8	EA	$500.00	$4,900.00	49	100%	100%	$4,900.00	$0.00
d	Connect to existing sewer manhole	1	0.2	EA	$500.00	$100.00	1	100%	100%	$100.00	$0.00
e	Imported pipe bedding	1251	250.2	TON	$12.00	$3,002.40	1,251	100%	100%	$3,002.40	$0.00
f	Imported trench backfill	2502	500.4	TON	$8.00	$4,003.20	2,502	100%	100%	$4,003.20	$0.00
4	**STORM DRAIN**										
a	15" RCP	219	43.8	LF	$27.00	$1,182.60	219	100%	100%	$1,182.60	$0.00
b	18" RCP	1487	297.4	LF	$28.00	$8,327.20	1,487	100%	100%	$8,327.20	$0.00
c	24" RCP	146	29.2	LF	$40.00	$1,168.00	146	100%	100%	$1,168.00	$0.00
d	Curb Inlet Box	13	2.6	EA	$1,650.00	$4,290.00	13	100%	100%	$4,290.00	$0.00
e	48" Manhole	9	1.8	EA	$2,800.00	$5,040.00	9	100%	100%	$5,040.00	$0.00
f	Connect to Existing	1	0.2	EA	$1,500.00	$300.00	1	100%	100%	$300.00	$0.00
g	Imported pipe bedding	818	163.6	TON	$12.00	$1,963.20	818	100%	100%	$1,963.20	$0.00
h	Imported trench backfill	977	199.4	TON	$8.00	$1,595.20	977	100%	100%	$1,595.20	$0.00
5	**WATER**										
a	8" C-900 water main	2585	769.5	LF	$22.00	$16,929.00	2,585	100%	100%	$16,929.00	$0.00
b	8" gate valves w/concrete collars	16	4.8	EA	$1,200.00	$5,760.00	16	100%	100%	$5,760.00	$0.00
c	Connect to existing culinary line	2	0.6	EA	$500.00	$300.00	2	100%	100%	$300.00	$0.00
d	Fire Hydrant w/valve	6	1.8	EA	$3,300.00	$5,940.00	6	100%	100%	$5,940.00	$0.00
e	3/4" water service	49	14.7	EA	$525.00	$7,717.50	49	100%	100%	$7,717.50	$0.00
f	Blow off valve	4	1.2	EA	$1,500.00	$1,800.00	4	100%	100%	$1,800.00	$0.00
g	Imported pipe bedding	390	117	TON	$12.00	$1,404.00	390	100%	100%	$1,404.00	$0.00
h	Imported trench backfill	779	233.7	TON	$8.00	$1,869.60	779	100%	100%	$1,869.60	$0.00
6	**MISC.**										
a	Street signs	5	5	EA	$500.00	$2,500.00	5	100%	100%	$2,500.00	$0.00
	TOTAL CONSTRUCTION COST					**$435,825.90**					
	Original 10% Bond Coverage					$76,654.16					
	TOTAL BOND AMOUNT:					**$512,480.06**			Released this Period	$435,825.90	

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

11-25-19
Date

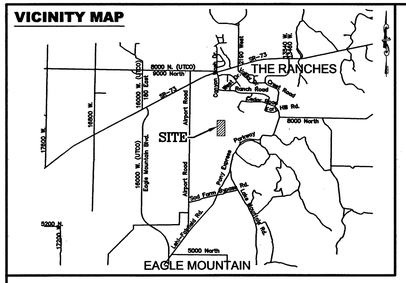
Robert Ballif
Engineering Tech.

11-25-19
Date

SUNSET RIDGE - PHASE A PLAT 6

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

VICINITY MAP



NORTH

SCALE: 1" = 60'

60 30 0 60

NORTHEAST CORNER SECTION 25, T5S, R2W, SLB&M

SECTION LINE-BASIS OF BEARING: S89°15'07"E 2667.32

S89°15'07"E 33.47

SOUTH 78.31

SOUTH 155.01

SOUTH 1.50

N89°15'07"W 155.36

S1°40'00"W 3.70

SUNSET RIDGE FUTURE DEVELOPMENT

SUNSET RIDGE PHASE "A", PLAT "4"

SEATTLE SLEW ROAD

S0°41'03"E 303.56

S66°52'30"W 20.49

S58°15'00"W 29.05

S68°54'13"W 119.41

N1°40'00"E 13.87

N89°15'07"W 197.35

S89°15'07"E 2.16

S1°40'00"W 435.26

S1°40'00"W 162.71

S1°40'00"W 240.00

N88°20'00"W 97.43

S1°40'00"W 284.59

S1°40'00"W 284.19

S1°40'00"W 326.91

S1°40'00"W 1442.74

S1°40'00"W 374.77

S1°40'00"W 417.04

N1°40'00"E 485.76

N1°40'00"E 244.57

N1°40'00"E 987.37

N1°40'00"E 372.71

S1°40'00"W 130.02

N1°38'58"E 1444.44

WEST 157.24

EAST 184.73

SECTION LINE-BASIS OF BEARING: S89°15'07"E 2667.32

S89°15'07"E 613.95

S89°15'07"E 100.84

THUNDER GULCH ROAD (PUBLIC 53' WIDE)

JOHNSTOWN ROAD (PUBLIC 53' WIDE)

ZEV ROAD (PUBLIC 53' WIDE)

SEABISCUIT ROAD (PUBLIC 53' WIDE)

SEABISCUIT COURT (PUBLIC 53' WIDE)

626	8050 S.F.	627	11849 S.F.
625	7763 S.F.	628	11569 S.F.
624	7763 S.F.	629	11534 S.F.
623	7763 S.F.	630	10818 S.F.
622	7763 S.F.	631	10070 S.F.
621	8231 S.F.	632	10070 S.F.
620	8103 S.F.	633	10070 S.F.
619	8053 S.F.	634	10070 S.F.
618	8051 S.F.	635	11459 S.F.
617	8049 S.F.	636	7269 S.F.
616	6141 S.F.	637	8841 S.F.
615	8098 S.F.	638	8261 S.F.
614	6896 S.F.	639	8101 S.F.
613	6895 S.F.	640	13889 S.F.
612	6894 S.F.	641	19412 S.F.
611	6892 S.F.	642	16967 S.F.
610	6891 S.F.	643	13642 S.F.
609	6890 S.F.	644	11360 S.F.
608	6888 S.F.	645	7568 S.F.
607	6887 S.F.	646	7917 S.F.
606	6886 S.F.	647	7794 S.F.
605	6884 S.F.	648	7794 S.F.
604	6883 S.F.	649	7794 S.F.
603	6882 S.F.	601	7039 S.F.
602	6881 S.F.		

POINT OF BEGINNING

FUTURE DEVELOPMENT

NORTH 1/4 CORNER SECTION 25, T5S, R2W, SLB&M

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	89°04'53"	23.32	S46°12'26"W 21.04
C2	15.00	90°55'07"	23.80	N43°47'34"W 21.38
C3	15.00	90°55'07"	23.80	S43°47'34"E 21.38
C4	15.00	89°04'53"	23.32	S46°12'26"W 21.04
C5	15.00	90°00'00"	23.56	N46°40'00"E 21.21
C6	15.00	90°00'00"	23.56	N43°20'00"W 21.21
C7	15.00	90°55'07"	23.80	S43°47'34"E 21.38
C8	15.00	89°04'53"	23.32	S46°12'26"W 21.04
C9	15.00	90°00'00"	23.56	S43°20'00"E 21.21
C10	15.00	34°13'55"	8.96	N74°33'02"E 8.83
C11	15.00	22°10'19"	5.80	N46°20'55"E 5.77
C12	60.00	66°43'30"	69.87	S68°37'31"W 65.99
C13	60.00	47°09'50"	49.39	N54°25'49"W 48.01

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C14	60.00	60°00'00"	62.83	N0°50'54"W 60.00
C15	60.00	60°00'00"	62.83	N59°09'06"E 60.00
C16	60.00	58°55'09"	61.70	S61°23'20"E 59.02
C17	15.00	52°10'27"	13.66	N58°00'59"W 13.19
C18	15.00	4°13'48"	1.11	N86°13'06"W 1.11
C19	15.00	90°00'00"	23.56	S46°40'00"W 21.21
C20	15.00	56°24'14"	14.77	N63°27'53"E 14.18
C21	60.00	292°48'29"	306.63	N1°40'00"E 66.40
C22	15.00	56°24'14"	14.77	N60°07'53"W 14.18

TABULATIONS

TOTAL SITE ACREAGE	13.13
TOTAL ACREAGE IN LOTS	10.03
TOTAL ACREAGE IN OPEN SPACE	0.00
TOTAL ACREAGE IN PUBLIC STREETS	3.10
TOTAL NUMBER OF LOTS	49
AVERAGE LOT SIZE	8,916 SF (0.20 ACRES)
LARGEST LOT SIZE	19,412 SF
SMALLEST LOT SIZE	6,881 SF
OVERALL DENSITY	3.73 UNITS PER ACRE

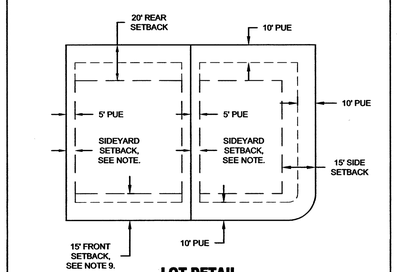
NOTES

1. SEE LOT DETAIL FOR BUILDING SETBACKS AND PUBLIC UTILITY EASEMENTS (P.U.E.).
2. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS.
3. NAIL AND WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
4. ⊕ TYPE II MONUMENT (ALUMINUM CAP & REBAR) TO BE SET.
5. 12% MAX. SLOPES ON DRIVEWAYS.
6. EACH LOT WILL REQUIRE A SOILS REPORT PRIOR TO OBTAINING A BUILDING PERMIT.
7. LOTS WITH SLOPE EXCEEDING 2:1 WILL REQUIRE ENGINEERED RETAINING WALLS.
8. EJECTOR PUMPS SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. ONLY BASEMENT FIXTURES ALLOWED ON EJECTOR PUMPS.
9. DRIVEWAYS TO BE MINIMUM 22' LONG.

16487

*SIDEYARD SETBACK NOTE:

THE TWO INTERIOR SIDE YARDS ON ALL LOTS SHALL NOT BE LESS THAN A COMBINATION OF 15 FEET TOTAL, 5' & 10' (10' ON GARAGE SIDE). IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY.



LOT DETAIL

DIRECT COMMUNICATIONS APPROVAL

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 COMMUNICATION S CEDAR VALLEY P.S.C. UTAH NO. 1 TARRIFF

Marjorie Clifford 2/19/19

DIRECT COMMUNICATIONS DATE

DOMINION ENERGY APPROVAL

DOMINION ENERGY APPROVES THE PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY 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 ACKNOWLEDGMENT 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'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS 14 DAY OF Feb, 20 19

DOMINION ENERGY GAS COMPANY

BY: [signature]

TITLE: Key account Support Rep

ROCKY MOUNTAIN POWER APPROVAL

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 § 17-27A-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 EASEMENT AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENT, 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:

(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

Mark Steele 2/14/19

ROCKY MOUNTAIN POWER DATE

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°15'07"E ALONG THE SECTION LINE 100.94 FEET FROM THE NORTH 1/4 CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°15'07"E ALONG THE SECTION LINE 613.95 FEET TO THE NORTHWEST CORNER OF LOT 213, PHASE "A", PLAT "2", SUNSET RIDGE SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES; SOUTH 155.01 FEET; THENCE S89°15'07"E 33.47 FEET; THENCE SOUTH 78.31 FEET; THENCE N89°15'07"W 155.36 FEET; THENCE S1°40'00"W 3.70 FEET; THENCE N89°15'07"W 197.35 FEET; THENCE S1°40'00"W 435.26 FEET; THENCE S89°15'07"E 2.16 FEET; THENCE S1°40'00"W 162.71 FEET; THENCE EAST 184.73 FEET; THENCE S0°41'03"E 303.56 FEET TO THE NORTHERLY BOUNDARY LINE OF PHASE "A", PLAT "4", SUNSET RIDGE SUBDIVISION; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: S66°52'30"W 20.49 FEET; THENCE S58°15'00"W 29.05 FEET; THENCE S68°54'13"W 119.41 FEET; THENCE N88°20'00"W 100.21 FEET; THENCE S1°40'00"W 240.00 FEET; THENCE N88°20'00"W 97.43 FEET; THENCE N1°40'00"E 13.87 FEET; THENCE WEST 157.24 FEET; THENCE N1°38'58"E 1444.44 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±13.13 ACRES

FEB. 12, 2019
DATE

SURVEYOR (See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22nd DAY OF February A.D. 20 19

TODD AMBERRY

Century Communities of Utah, LLC
LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 22 DAY OF Feb A.D. 2019 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Utah IN SAID STATE OF UTAH, Todd Amberry WHO AFTER BEING DULY SWORN ACKNOWLEDGE TO ME THAT Century Com of Utah A LIMITED LIABILITY COMPANY( ), THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN.

NOTARY PUBLIC
Charis J Mourinsen
696400
Commission Expires
August 09, 2021
State of Utah

NOTARY PUBLIC FULL NAME: Charis Mourinsen
COMMISSION NUMBER: 696400
MY COMMISSION EXPIRES: 8.9.2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City, UTAH, 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 19 DAY OF March A.D. 20 19

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED [signature] ENGINEER (See Seal Below)

ATTEST [signature] CLERK-RECORDER (See Seal Below)

PHASE A PLAT "6"

SUNSET RIDGE

SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SCALE: 1" = 60' FEET

ENT 22189:2019 Map # 16487
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 19 12:40 pm FEE 79.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL — STATE OF UTAH — CHAD A. POULSEN No. 501182 — PROFESSIONAL LAND SURVEYOR — 2/14/19

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL — REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER TODD TRUSTY — No. 264052 — STATE OF UTAH

COUNTY-RECORDER SEAL — CORPORATE SEAL — EAGLE MOUNTAIN — EST. 1996 — STATE OF UTAH

This form approved by Utah County and the municipalities therein.

JER 5-5-2019 TU 038

F113

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

Thursday, November 14, 2019

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

SUBJECT: **The Cove at Rock Creek phases 1, 2 & 3 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 release all bonds still held by the developer for this subdivision.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

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

Wednesday, November 06, 2019

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

SUBJECT: **Hidden Hollow phase "A" plat 2 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 release all bonds still held by the developer for this subdivision.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

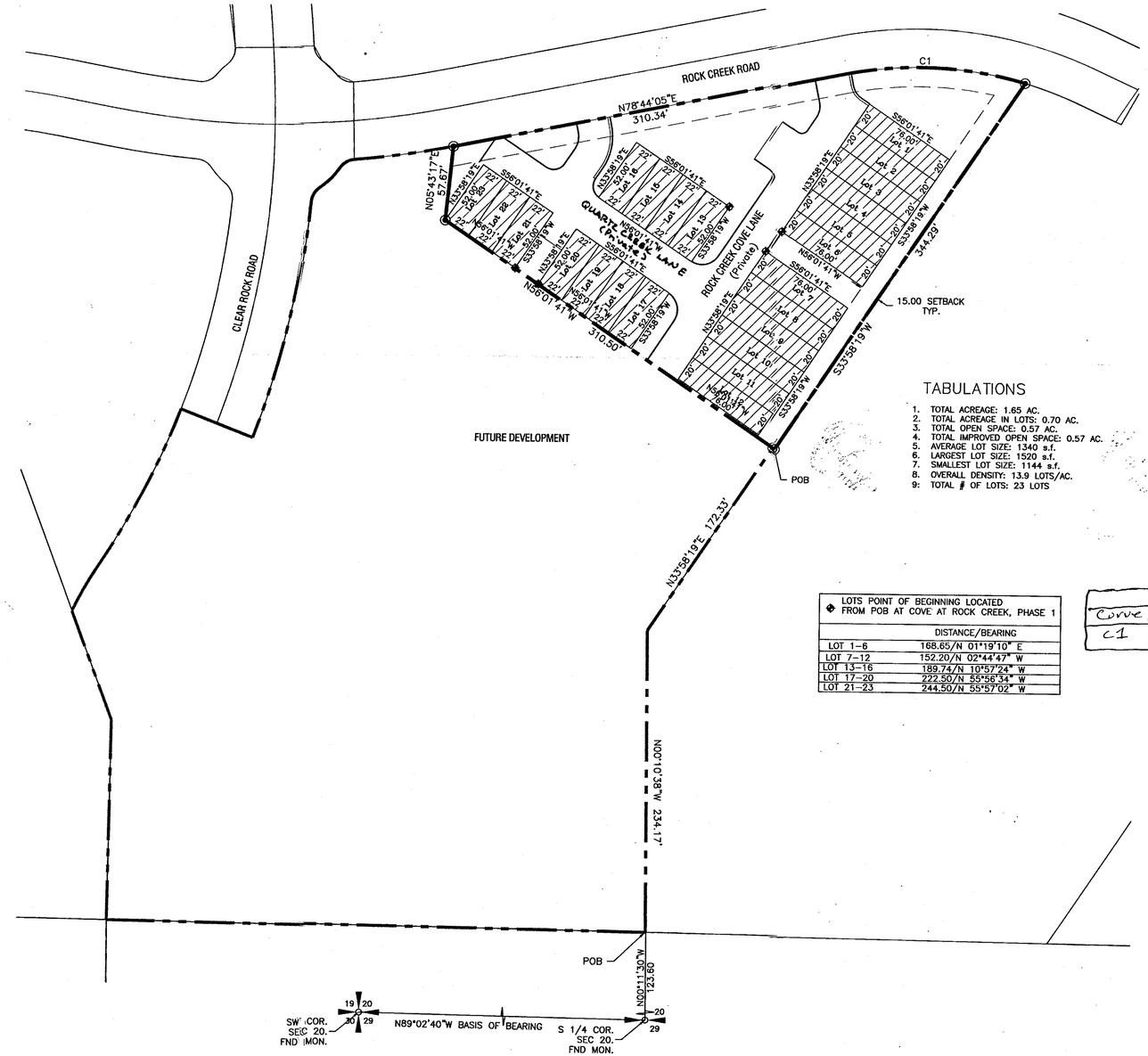
Cc: Fionnuala Kofoed, City Recorder

THE COVE AT ROCK CREEK PHASE 1

PART OF THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

0 25 50 100
SCALE: 1"=50' (24x36 PLAN SET)

LEGEND
- SECTION CORNER
- SET 5/8"x24" REBAR w/ CAP #275617
- S89°39'48"E — BOUNDARY LINE AND TEXT
- PRIVATE
- COMMON AREA (SEE NOTE 5)



NOTES

1. THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY TRAVIS TAYLOR
2. THE BASIS OF BEARING IS N 89°02'40" W BETWEEN THE SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASELINE AND MERIDIAN.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED TO BE AN PUBLIC EASEMENT FOR ALL UTILITY, IRRIGATION AND DRAINAGE PURPOSES. THIS INCLUDES THE INGRESS/EGRESS AREA.
4. ALL DRIVEWAYS, PATIOS, DECKS AND BALCONIES ON EACH UNIT CONTAINED WITHIN THE PROJECT ARE CONSIDERED LIMITED COMMON AREAS. THEY ARE SET ASIDE AND RESERVED FOR THE USE OF THE RESPECTIVE UNIT TO WHICH THEY ARE ATTACHED AND/OR APPURTENANT.
5. ALL OTHER AREAS CONTAINED WITHIN THE PROJECT, BUT NOT SHOWN WITH DIAGONAL STRIPES OR SHADING OR PUBLIC STREETS ARE CONSIDERED COMMON AREA, INCLUDING PARKING, PRIVATE STREETS, STORM WATER DETENTION AND DRAINAGE EASEMENT AREA.

ADDRESS/UNIT AREA TABLE

UNITS	ADDRESS	LOT AREA
1	8162 N ROCK CREEK COVE LANE	1520 s.f.
2	8148 N ROCK CREEK COVE LANE	1520 s.f.
3	8140 N ROCK CREEK COVE LANE	1520 s.f.
4	8140 N ROCK CREEK COVE LN	1520 s.f.
5	8136 N "	1520 s.f.
6	8132 N "	1520 s.f.
7	8130 N "	1520 s.f.
8	8126 N "	1520 s.f.
9	8122 N "	1520 s.f.
10	8118 N "	1520 s.f.
11	8114 N "	1520 s.f.
12	8110 N "	1520 s.f.
13	3078 E QUARTZ CREEK LN	1144 s.f.
14	3071 E "	1144 s.f.
15	3067 E "	1144 s.f.
16	3063 E "	1144 s.f.
17	3072 E "	1144 s.f.
18	3068 E "	1144 s.f.
19	3064 E "	1144 s.f.
20	3060 E "	1144 s.f.
21	3052 E "	1144 s.f.
22	3048 E "	1144 s.f.
23	3044 E "	1144 s.f.

TABULATIONS

1. TOTAL ACREAGE: 1.65 AC.
2. TOTAL ACREAGE IN LOTS: 0.70 AC.
3. TOTAL OPEN SPACE: 0.57 AC.
4. TOTAL IMPROVED OPEN SPACE: 0.57 AC.
5. AVERAGE LOT SIZE: 1340 s.f.
6. LARGEST LOT SIZE: 1520 s.f.
7. SMALLEST LOT SIZE: 1144 s.f.
8. OVERALL DENSITY: 13.9 LOTS/AC.
9. TOTAL # OF LOTS: 23 LOTS

LOTS POINT OF BEGINNING LOCATED FROM POB AT COVE AT ROCK CREEK, PHASE 1	
	DISTANCE/BEARING
LOT 1–6	168.65/N 01°19'10" E
LOT 7–12	152.20/N 02°44'47" W
LOT 13–16	189.74/N 10°57'24" W
LOT 17–20	222.50/N 56°58'34" W
LOT 21–23	244.50/N 55°57'02" W

Curve Table

Curve	Length	Radius	Delta Angle	Chord Bearing	Chord Length
C1	141.25	295.00	27°26'00"	N87°32'55"E	139.90

SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 275617, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREA REQUIRMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

Commencing at the South Quarter Corner of Section 20, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian (from which the Southwest Corner of said Section 20 bears N89°02'40"W) thence N00°11'30"W 123.60 feet; thence N00°10'38"W 234.17 feet; thence N33°58'19"E 172.33 feet to the POINT OF BEGINNING and running

thence N56°01'41"W 310.50 feet;
thence N05°43'17"E 57.67 feet to the boundary of Rock Creek Condominiums, Phase 2;
thence along the boundary of said Rock Creek Condominiums, Phase 2 the next two courses:
1) thence N78°44'05"E 310.34 feet
2) thence 141.25 feet along a curve to the right, with a central angle of 27°26'00", a radius of 295.00 feet, and a chord that bears S87°32'55"E 139.90 feet;
thence S33°58'19"W 344.29 feet to the point of beginning,
containing 1.65 acres, more or less.

OWNER'S CERFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

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

Stan T. Rowlan - Manager
The Cove at Rock Creek, LLC

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Davis } ss

On this 24 day of June A.D. 2014, personally appeared before me, Stan T Rowlan, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of The Cove at Rock Creek, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

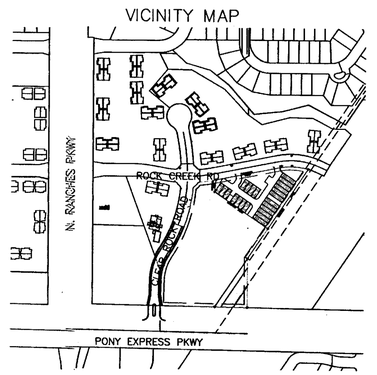
MY COMMISSION EXPIRES 6/9/2018 NOTARY PUBLIC RESIDING AT Salt Lake

ENT 62146:2014 Map # 14352
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Sep 02 11:20 am FEE 53.00 BY EO
RECORDED FOR EAGLE MOUNTAIN CITY

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.
THIS 28 DAY OF August, A.D. 2014

MAYOR CHRIS PENGRA
ATTEST: CITY RECORDER (See Seal Below)



THE COVE AT ROCK CREEK, PHASE 1

PART OF THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

SURVEYORS SEAL — PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 6/19/14 STATE OF UTAH

NOTARY PUBLIC SEAL — NOTARY PUBLIC LOREN R. ANDERSON 609131 COMMISSION EXPIRES MAY 9, 2018 STATE OF UTAH
Loren R Anderson

CITY ENGINEERS SEAL — LICENSED PROFESSIONAL ENGINEER No. 166662 CHRISTOPHER TOUD TRUSTY 8-26-14 STATE OF UTAH

CLERK-RECORDER SEAL — CORPORATE SEAL EAGLE MOUNTAIN EST 1996 STATE OF UTAH

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

EAGLE MOUNTAIN CITY COUNCIL
APPROVED THIS ____ DAY OF ____ A.D., 20____ BY THE EAGLE MOUNTAIN CITY COUNCIL
EAGLE MOUNTAIN, MAYOR

EAGLE MOUNTAIN CITY ATTORNEY
APPROVED THIS 27 DAY OF August A.D., 2014 BY THE CITY ENGINEER.
EAGLE MOUNTAIN CITY ATTORNEY

14352
6-20-14 70.038
116

THE COVE AT ROCK CREEK, PHASE 2 AMENDED PLAT

PART OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

SCALE: 1"=40' (24x36 PLAN SET)

LEGEND

- SECTION CORNER
- SET 5/8"x24" REBAR w/ CAP #275617
- BOUNDARY LINE AND TEXT (S89°39'48"E)
- PRIVATE
- COMMON AREA (SEE NOTE 5)
- COMMON AREA (SEE NOTE 4)

NOTES

1. THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY TRAVIS TAYLOR
2. THE BASIS OF BEARING IS N 89°02'40" W BETWEEN THE SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASELINE AND MERIDIAN.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED TO BE PUBLIC UTILITY EASEMENTS FOR ALL UTILITY, IRRIGATION AND DRAINAGE PURPOSES. THIS INCLUDES THE INGRESS/EGRESS AREA.
4. ALL DRIVEWAYS, PATIOS, DECKS AND BALCONIES ON EACH UNIT CONTAINED WITHIN THE PROJECT ARE CONSIDERED LIMITED COMMON AREAS. THEY ARE SET ASIDE AND RESERVED FOR THE USE OF THE RESPECTIVE UNIT TO WHICH THEY ARE ATTACHED AND/OR APPURTENANT.
5. ALL OTHER AREAS CONTAINED WITHIN THE PROJECT, BUT NOT SHOWN WITH DIAGONAL STRIPES OR SHADING OR PUBLIC STREETS ARE CONSIDERED COMMON AREA, INCLUDING PARKING, PRIVATE STREETS, STORM WATER DETENTION AND DRAINAGE EASEMENT AREA.

ADDRESS/UNIT AREA TABLE

UNITS	ADDRESS	LOT AREA
201	3617 E FLINT CREEK LANE	1232 s.f.
202	3621 E FLINT CREEK LANE	1232 s.f.
203	3625 E FLINT CREEK LANE	1232 s.f.
204	3629 E FLINT CREEK LANE	1232 s.f.
205	3633 E FLINT CREEK LANE	1232 s.f.
206	3637 E FLINT CREEK LANE	1232 s.f.
207	3641 E FLINT CREEK LANE	1232 s.f.
208	3645 E FLINT CREEK LANE	1232 s.f.
209	3649 E FLINT CREEK LANE	1232 s.f.
210	3653 E FLINT CREEK LANE	1232 s.f.
211	8104 N ROCK CREEK COVE LANE	1232 s.f.
212	8100 N ROCK CREEK COVE LANE	1232 s.f.
213	8096 N ROCK CREEK COVE LANE	1232 s.f.
214	8092 N ROCK CREEK COVE LANE	1232 s.f.
215	8088 N ROCK CREEK COVE LANE	1232 s.f.
216	8084 N ROCK CREEK COVE LANE	1232 s.f.
217	3652 E FLINT CREEK LANE	1232 s.f.
218	3646 E FLINT CREEK LANE	1232 s.f.
219	3642 E FLINT CREEK LANE	1232 s.f.
220	3638 E FLINT CREEK LANE	1232 s.f.
221	3632 E FLINT CREEK LANE	1232 s.f.
222	3628 E FLINT CREEK LANE	1232 s.f.
223	3624 E FLINT CREEK LANE	1232 s.f.
224	3620 E FLINT CREEK LANE	1232 s.f.

TABULATIONS

1. TOTAL ACREAGE: 1.76 AC.
2. TOTAL ACREAGE IN LOTS: 0.68 AC.
3. TOTAL OPEN SPACE: 0.46 AC.
4. TOTAL IMPROVED OPEN SPACE: 0.46 AC.
5. AVERAGE LOT SIZE: 1232 s.f.
6. LARGEST LOT SIZE: 1232 s.f.
7. SMALLEST LOT SIZE: 1232 s.f.
8. OVERALL DENSITY: 13.6 LOTS/AC.
9. TOTAL # OF LOTS: 24 LOTS

LOTS POINT OF BEGINNING LOCATED FROM POB AT COVE AT ROCK CREEK, PHASE 2	
	DISTANCE/BEARING
LOT 201–205	281.24/N 30°21'29" W
LOT 206–210	172.40/N 11°03'53" W
LOT 211–216	160.06/N 04°36'34" E
LOT 217–220	127.14/N 39°39'33" W
LOT 221–224	243.64/N 47°34'16" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C200	187.64	680.00	15°48'37"	N13°01'17"E	187.05
C201	13.25	15.00	50°36'53"	S30°25'25"W	12.82
C202	22.38	60.00	21°22'03"	N45°02'50"E	22.25
C203	13.27	15.00	50°42'13"	S59°42'55"W	12.85
C204	77.92	705.00	6°19'57"	N81°54'03"E	77.88

QUESTAR GAS COMPANY

Questar approves this plat solely for the purposes of confirming that the plat contains public utility easements. Questar 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 Questar's Right-of-way department at 1-800-366-8532.

Approved this 30 day of December, 2015. Questar Gas Company By Valerie Ley Title Pro-Chart

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. 2. Pursuant to Utah Code Ann § 17-27a-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
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

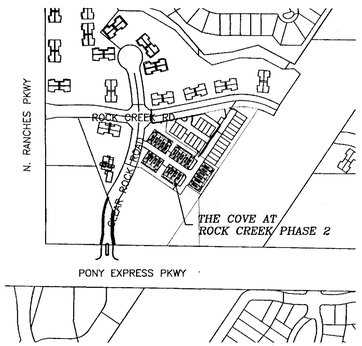
Mark Stiles ROCKY MOUNTAIN POWER 12/30/15 DATE

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.

DIRECT COMMUNICATIONS 12-30-15 DATE

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 275617, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREA REQUIRMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

Part of the South Half of Section 20, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the South Quarter Corner of Section 20, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian (from which the Southwest Corner of said Section 20 bears N89°02'40"W) thence N00°11'30"W 123.60 feet; thence N00°10'38"W 234.17 feet; thence N33°58'19"E 17.83 feet to the POINT OF BEGINNING and running

thence N 56°01'41" W 83.48 feet;
thence S 33°58'19" W 55.17 feet;
thence N 56°01'41" W 235.61 feet;
thence S 90°00'00" W 22.54 feet;

thence along the boundary of said Rock Creek Condominiums, Phase 1 the next seven courses:

1) thence northerly, a distance of 187.64 feet along a non tangent curve to the left of which the radius point lies N69°04'24"W a radius of 680.00 feet, and having a central angle of 15°48'37" and a chord that bears N13°01'17"E 187.05 feet;

2) thence northeasterly, a distance of 13.25 feet along a reverse curve to the right having a radius of 15.00 feet and a central angle of 50°36'53" and a chord that bears N30°25'25"E 12.82 feet;

3) thence northeasterly, a distance of 22.38 feet along a reverse curve to the left having a radius of 60.00 feet and a central angle of 21°22'03" and a chord that bears N45°02'50"E 22.25 feet;

4) thence northeasterly, a distance of 13.27 feet along a reverse curve to the right having a radius of 15.00 feet and a central angle of 50°42'13" and a chord that bears N59°42'55"E 12.85 feet;

to the boundary of Rock Creek Condominiums, Phase 2;

thence along the boundary of said Rock Creek Condominiums, Phase 2 easterly, a distance of 77.92 feet along a reverse curve to the left having a radius of 705.00 feet and a central angle of 06°19'57" and a chord that bears N81°54'03"E 77.88 feet;

thence along the boundary of The Cove at Rock Creek Phase 1 – Amended the next two courses:
1) thence S 05°43'17" W 57.67 feet;

2) hence S 56°01'41" E 310.50 feet;

thence S 33°58'19" W 154.50 feet to the point of beginning,
containing 1.76 acres.

OWNER'S CERFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

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

ENT 5532:2016 Map # 14926
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jan 21 12:43 pm FEE 54.00 BY MG
RECORDED FOR EAGLE MOUNTAIN CITY

Stan T. Rowlan – Manager
The Cove at Rock Creek, LLC

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF DAVIS } ss

On this 29 day of DEC A.D. 2015, personally appeared before me, Stan T Rowlan, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of The Cove at Rock Creek, LLC a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES 5/1/19 NOTARY PUBLIC RESIDING AT Morgan County

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 THE PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC. THIS 12 DAY OF January, A.D. 2016.

APPROVED BY MAYOR — Christopher T Trusty
APPROVED BY CITY ATTORNEY
ATTEST:
APPROVED BY CITY ENGINEER (See Seal Below)
CITY RECORDER (See Seal Below)

THE COVE AT ROCK CREEK, PHASE 2 AMENDED PLAT

PART OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

EAGLE MOUNTAIN CITY COUNCIL

APPROVED THIS ____ DAY OF ____ A.D., 20____ BY THE EAGLE MOUNTAIN CITY COUNCIL

EAGLE MOUNTAIN, MAYOR

EAGLE MOUNTAIN CITY ATTORNEY

APPROVED THIS 12 DAY OF January A.D., 2016 BY THE CITY ENGINEER.

EAGLE MOUNTAIN CITY ATTORNEY

SURVEYORS SEAL — PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 12/30/15 STATE OF UTAH

NOTARY PUBLIC SEAL — NOTARY PUBLIC TRAVIS S TAYLOR 682722 COMMISSION EXPIRES MAY 1, 2019 STATE OF UTAH

CITY ENGINEERS SEAL — PROFESSIONAL ENGINEER No. 286052 CHRISTOPHER TODD TRUSTY 1-6-16 STATE OF UTAH

CLERK–RECORDER SEAL — CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

20-S-1W To-028

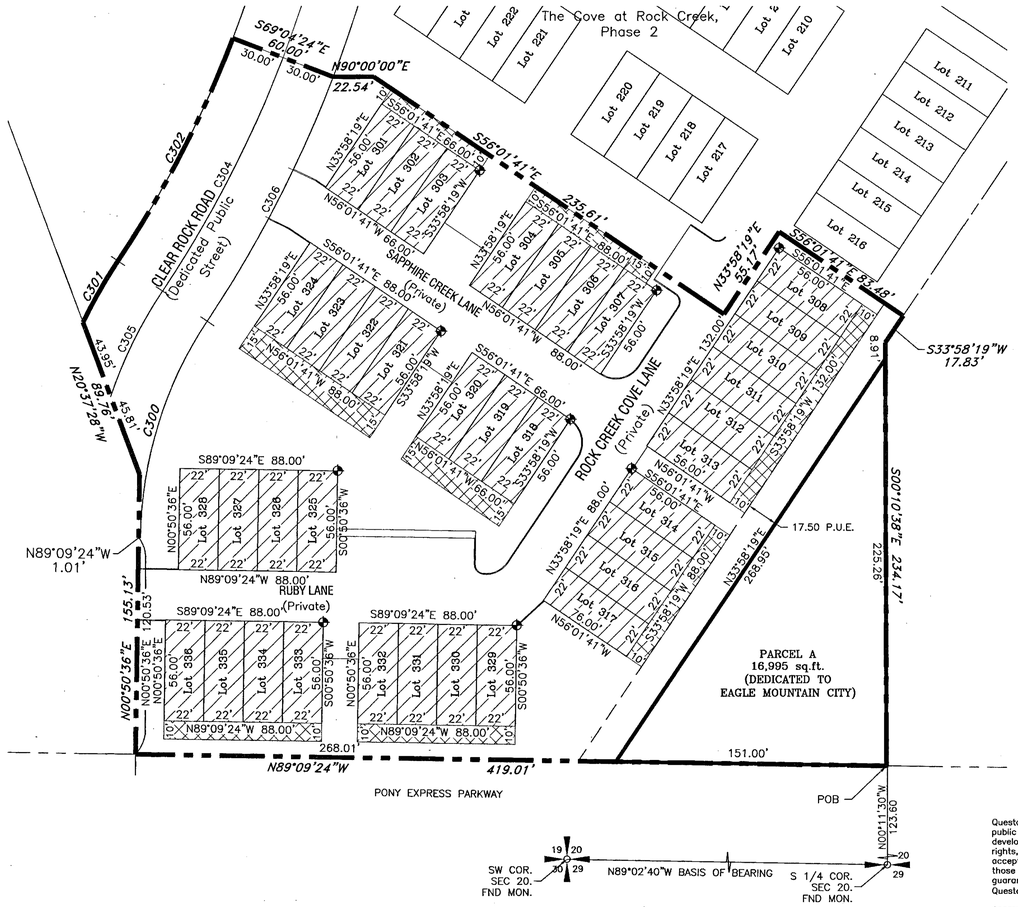
THE COVE AT ROCK CREEK, PLAT 3

PART OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

SCALE: 1"=40' (24x36 PLAN SET)

LEGEND

- SECTION CORNER
- SET 5/8"x24" REBAR w/ CAP #275617
- BOUNDARY LINE AND TEXT (S89°39'48"E)
- PRIVATE
- COMMON AREA (SEE NOTE 5)
- LIMITED COMMON AREA (SEE NOTE 4)



NOTES

1. THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY TRAVIS TAYLOR
2. THE BASIS OF BEARING IS N 89°02'40" W BETWEEN THE SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASELINE AND MERIDIAN.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED TO BE PUBLIC UTILITY EASEMENTS FOR ALL UTILITY, IRRIGATION AND DRAINAGE PURPOSES. THIS INCLUDES THE INGRESS/EGRESS AREA.
4. ALL DRIVEWAYS, PATIOS, DECKS AND BALCONIES ON EACH UNIT CONTAINED WITHIN THE PROJECT ARE CONSIDERED LIMITED COMMON AREAS. THEY ARE SET ASIDE AND RESERVED FOR THE USE OF THE RESPECTIVE UNIT TO WHICH THEY ARE ATTACHED AND/OR APPURTENANT.
5. ALL OTHER AREAS CONTAINED WITHIN THE PROJECT, BUT NOT SHOWN WITH DIAGONAL STRIPES OR SHADING OR PUBLIC STREETS ARE CONSIDERED COMMON AREA, INCLUDING PARKING, PRIVATE STREETS, STORM WATER DETENTION AND DRAINAGE EASEMENT AREA.

ADDRESS/UNIT AREA TABLE

UNITS	ADDRESS	LOT AREA
301	3607 E. SAPPHIRE CREEK LANE	1232 s.f.
302	3611 E. SAPPHIRE CREEK LANE	1232 s.f.
303	3615 E. SAPPHIRE CREEK LANE	1232 s.f.
304	3623 E. SAPPHIRE CREEK LANE	1232 s.f.
305	3627 E. SAPPHIRE CREEK LANE	1232 s.f.
306	3631 E. SAPPHIRE CREEK LANE	1232 s.f.
307	3635 E. SAPPHIRE CREEK LANE	1232 s.f.
308	8080 N. ROCK CREEK COVE LANE	1232 s.f.
309	8076 N. ROCK CREEK COVE LANE	1232 s.f.
310	8072 N. ROCK CREEK COVE LANE	1232 s.f.
311	8068 N. ROCK CREEK COVE LANE	1232 s.f.
312	8064 N. ROCK CREEK COVE LANE	1232 s.f.
313	8060 N. ROCK CREEK COVE LANE	1232 s.f.
314	8056 N. ROCK CREEK COVE LANE	1232 s.f.
315	8052 N. ROCK CREEK COVE LANE	1232 s.f.
316	8048 N. ROCK CREEK COVE LANE	1232 s.f.
317	8044 N. ROCK CREEK COVE LANE	1232 s.f.
318	3632 E. SAPPHIRE CREEK LANE	1232 s.f.
319	3628 E. SAPPHIRE CREEK LANE	1232 s.f.
320	3624 E. SAPPHIRE CREEK LANE	1232 s.f.
321	3618 E. SAPPHIRE CREEK LANE	1232 s.f.
322	3614 E. SAPPHIRE CREEK LANE	1232 s.f.
323	3610 E. SAPPHIRE CREEK LANE	1232 s.f.
324	3606 E. SAPPHIRE CREEK LANE	1232 s.f.
325	3605 E. RUBY LANE	1232 s.f.
326	3601 E. RUBY LANE	1232 s.f.
327	3597 E. RUBY LANE	1232 s.f.
328	3593 E. RUBY LANE	1232 s.f.
329	3624 E. RUBY LANE	1232 s.f.
330	3620 E. RUBY LANE	1232 s.f.
331	3616 E. RUBY LANE	1232 s.f.
332	3612 E. RUBY LANE	1232 s.f.
333	3604 E. RUBY LANE	1232 s.f.
334	3600 E. RUBY LANE	1232 s.f.
335	3596 E. RUBY LANE	1232 s.f.
336	3592 E. RUBY LANE	1232 s.f.

TABULATIONS

1. TOTAL ACREAGE: 3.13 AC.
2. TOTAL ACREAGE IN LOTS: 1.02 AC.
3. TOTAL OPEN SPACE: 0.70 AC.
4. TOTAL IMPROVED OPEN SPACE: 0.70 AC.
5. AVERAGE LOT SIZE: 1232 s.f.
6. LARGEST LOT SIZE: 1232 s.f.
7. SMALLEST LOT SIZE: 1232 s.f.
8. OVERALL DENSITY: 11.5 LOTS/AC.
9. TOTAL # OF LOTS: 36 LOTS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C300	126.62	220.00	32°58'39"	S17°20'01"W	124.88
C301	39.20	280.00	8°01'16"	S29°48'43"W	39.17
C302	139.55	620.00	12°53'45"	N27°22'28"E	139.25
C304	146.30	650.00	12°53'45"	N27°22'28"E	145.99
C305	65.37	250.00	14°58'53"	S26°19'54"W	65.18
C306	153.05	680.00	12°53'45"	N27°22'28"E	152.73

LOTS POINT OF BEGINNING LOCATED FROM POB AT COVE AT ROCK CREEK, PHASE 3	
	DISTANCE/BEARING
LOT 301-303	400.03/N 34°33'35" W
LOT 304-307	292.55/N 25°59'53" W
LOT 308-313	292.67/N 11°49'00" W
LOT 314-317	217.40/N 40°48'25" W
LOT 318-320	260.38/N 42°36'48" W
LOT 321-324	345.60/N 45°57'41" W
LOT 325-328	347.00/N 61°55'33" W
LOT 329-332	220.41/N 69°19'28" W
LOT 333-336	324.08/N 75°48'59" W

QUESTAR GAS COMPANY

Questar approves this plat solely for the purposes of confirming that the plat contains public utility easements. Questar 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 Questar's Right-of-way department at 1-800-366-8532.

Approved this 12 day of April, 2016. Questar Gas Company

By Valerie Yost
Title Pre-Construction

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. 2. Pursuant to Utah Code Ann § 17-27a-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
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

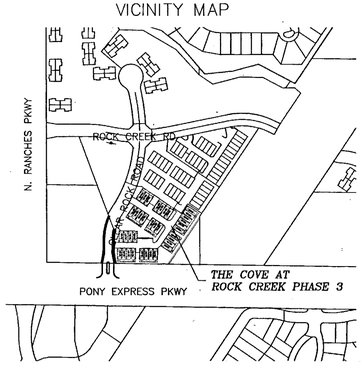
Jeff Edwards Jr. Estimator 4/12/16
ROCKY MOUNTAIN POWER — DATE

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.

Chris Allen 4-12-2016
DIRECT COMMUNICATIONS — DATE

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 275617, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREA REQUIRMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

Part of the South Half of Section 20, Township 5 South, Range 1 West of the Salt Lake Base and Meridian described as follows:

Commencing at the South Quarter Corner of Section 20, Township 5 South, Range 1 West of the Salt Lake Base and Meridian (from which the Southwest Corner of said Section 20 bears N89°02'40"W) thence N00°11'30"W 123.60 feet to the point of beginning and running

thence N 89°09'24" W 419.01 feet;
thence N 00°50'36" E 155.13 feet;
thence N 20°37'28" W 89.76 feet to the boundary of Rock Creek Condominiums, Phase 1;
thence along the boundary of said Rock Creek Condominiums, Phase 1 the next three courses:

1) thence northeasterly, a distance of 39.20 feet along a non tangent curve to the right (radius point lies S64°11'55"E) with a radius of 280.00 feet and having a central angle of 08°01'16" and a chord that bears N29°48'43"E 39.17 feet;
2) thence northeasterly, a distance of 139.55 feet along a reverse curve to the left having a radius of 620.00 feet and a central angle of 12°53'45" and a chord that bears N27°22'28"E 139.25 feet;
3) thence S 69°04'24" E 60.00 feet;

thence along the boundary of the Cove at Rock Creek, Phase 2 the next four courses:
1) thence N 90°00'00" E 22.54 feet;
2) thence S 56°01'41" E 235.61 feet;
3) thence N 33°58'19" E 55.17 feet;
4) thence S 56°01'41" E 83.48 feet;

thence S 33°58'19" W 17.83 feet;
thence S 00°10'38" E 234.17 feet;
to the point of beginning containing 3.13 acres.

OWNER'S CERFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

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

Stan T. Rowlan - Manager
The Cove at Rock Creek, LLC — 4/12/16

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF DAVIS } ss

On this 12 day of April A.D. 2016, personally appeared before me, Stan T Rowlan, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of THE COVE AT ROCK CREEK, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES 5/1/19 — NOTARY PUBLIC RESIDING AT Morgan County, UT

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.
THIS 2 DAY OF May, A.D. 20 16.

MAYOR — ATTEST: CITY RECORDER (See Seal Below)

15043

THE COVE AT ROCK CREEK, PLAT 3

PART OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST
SALT LAKE BASELINE AND MERIDIAN
EAGLE MOUNTAIN, UTAH

ENT 39795:2016 Map # 15043
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 May 05 5:00 pm FEE 60.00 BY SS
RECORDED FOR EAGLE MOUNTAIN CITY

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

EAGLE MOUNTAIN CITY ATTORNEY

APPROVED THIS 13 DAY OF April A.D. 2016 BY THE CITY ENGINEER.

EAGLE MOUNTAIN CITY ATTORNEY

SURVEYORS SEAL — PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 4/7/16 STATE OF UTAH

NOTARY PUBLIC SEAL — NOTARY PUBLIC TRAVIS S TAYLOR 682722 COMMISSION EXPIRES MAY 1, 2019 STATE OF UTAH

CITY ENGINEERS SEAL — LICENSED PROFESSIONAL ENGINEER No. 180052 CHRISTOPHER TODD TRUSTY 4-12-16 STATE OF UTAH

CLERK-RECORDER SEAL — CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

S 20 T 5S, R 1W, SLB&M TV 038

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	Change Order #3 Pony Express Widening Design - Horrocks Engineers		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	$74,800		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Chris Trusty, Public Works

RECOMMENDATION:
That the City Council approves a change order in the amount of $74,800 to Horrock's Engineering for the design of the widening along Pony Express from Mid Valley Road to Eagle Mountain Boulevard.

BACKGROUND:
Because of growth and with increased traffic, the City has been trying to widen Pony Express Parkway from three lanes to five lanes. Last year, using multiple funding sources, the City widened from Hidden Valley Parkway to Mid Valley Road. In the future, the City would like to continue widening south to Eagle Mountain Boulevard. By completing the design for this project, the city will have the ability to bid the project for construction once funding for these phases has been established.

Horrocks completed design work on the previously widened sections. They have also complete survey work along Pony Express for last years median project and for a future right of way landscape project. Because of the already completed survey work, their costs would be lower than other design consultants for the widening.

The cost for this design work is $45,500 for Phase 5, Mid-Valley to Bobby Wren, which has an anticipated construction cost of $1,820,000. Phase 6 is from Bobby Wren to Eagle Mountain Boulevard at $29,300, and an estimated construction cost of $1,100,000.

Attachments:

EAGLE MOUNTAIN CITY COUNCIL
2020 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, 2019, adopted the following meeting schedule for the year 2020.

Work Sessions 4:00 p.m.
Policy Sessions 7:00 p.m.

January 7, 21 (Martin Luther King Day 20)
February 4, 18 (Presidents Day 17)
March 3, 17
April 7, 21 (Spring Break 6-10)
May 5, 19
June 2, 16
July 7, 21
August 4, 18
September 1, 15
October 6, 20 (Fall Break 15-19)
November 3, 17 (Election Day)
December 1

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.

If you need a 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 COUNCIL MEETING MINUTES

November 19, 2019, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Stephanie Gricius, and Melissa Clark.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Jessa Porter, Planner; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Jeff Weber, Facility Director; Angela Valenzuela, Human Resource Manager; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

Mayor Westmoreland called the meeting to order at 4:07 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. PRESENTATION – Safe Routes to School Programs

City Administrator Ifo Pili introduced Stacey Allen, who presented on safe routes to school.

Ms. Allen explained Safe Routes Utah is a free Utah Department of Transportation (UDOT) program. Safe Routes Utah's goal is to help children get to and from school safely, while educating children on the benefits of walking and biking to school. Every elementary, middle, and junior high school must have a safe route to school plan. The Safe Routes Utah website has a mapping program for parents to view their children's safe route to school. Schools can also use the mapping program to draft their safe route plans.

Utah Code requires every school to have a committee, typically the school community council, which creates the school's safe route to school plan. The committee must update the plan every year, and submit it to the school district for approval. The school district then sends the plan to UDOT.

Ms. Allen stated some entities are not aware of the approvals required for the safe routes plans. Her organization is educating schools, school districts, and cities of the safe routes to school processes.

Councilmember Curtis asked which entity bears the burden of developing the actual safe routes to school. Ms. Allen explained her organization does not determine that responsibility. She

encourages school committees to work collaboratively with city representatives, public safety departments, and parents to determine appropriate safe routes to school. She stated grants are available to committees with completed safe routes to school plans.

Councilmember Burnham expressed concern that the City does not currently have a representative on the local school committees.

Frontier Middle School Principal Jared Becar stated Alpine School District is reviewing the school's safe routes to school plan for the first time. He stated there are many needs, but funding is not always available.

Ms. Allen explained the lack of communication regarding safe routes to school plans can cause issues, which is why her organization is informing communities of the requirement.

Alpine School District Board Member Julie King explained elementary schools are opening August 2020 and August 2021. She is working with Alpine School District's School Board to set up quarterly meetings with affected entities, including the City.

Community Development Director Steve Mumford explained the City worked with Black Ridge Elementary and received a grant for their safe routes to school. The school did not have a plan in place, so they created one in order to obtain the grant.

1.B. DISCUSSION – Power Corridor Development and Use

Mr. Mumford explained that Municipal Code defines unbuildable land but does not prohibit structures on it. He showed examples of development within the power corridor throughout the City, as well as development in power corridors in other cities.

Discussion ensued regarding when improvements were made in the City's power corridor.

Mr. Mumford stated the Parkway Crossroads mixed-use project recently received approval for a conditional use permit from the Planning Commission. He explained the applicant proposes donating a 5,788-square foot parcel to the City for future right-of-way expansion, in exchange for a perpetual parking easement in the power corridor. The daycare business in Parkway Crossroads would also like to utilize a section of the corridor for grass and fencing to add a play area.

Mr. Mumford informed the Council the Planning Commission felt it was appropriate to allow the applicant to utilize the power corridor, if the applicant improves the section of the corridor to the south of the Parkway Crossroads parking lot to Ranches Parkway, and between the existing Parkway Crossroads project and the City trail. He stated options for allowing the applicant to use the corridor include easements, a long-term lease, or land disposal or sale.

Councilmember Curtis stated lots should not be placed in power corridors, but parking lots and improved open space are reasonable uses.

Councilmember Gricius stated the City should consider the height of the powerlines when allowing park amenities in the corridor.

Councilmember Clark agreed with the proposed uses in the corridor and requested the City Attorney provide guidance regarding allowing the use through easements, long-term leases, or land disposal or sale.

Councilmember Curtis stated the applicant is donating land to the City and is improving additional City property; the City is receiving a benefit for allowing the applicant to develop City property that would otherwise be unusable.

City Attorney Jeremy Cook stated a lease would need to be long enough to be useful for the life of the building; a fifty-year ground lease would be appropriate. He explained if the land is sold to the applicant, a right of first refusal can be included to ensure the use of the land remains consistent with the Council's desire.

Parkway Crossroads owner Scot Hazard explained a long-term lease is not favorable for financing, as it encumbers the property. He would prefer to purchase the land or be granted a perpetual right of use easement.

Mr. Cook stated selling the property to the applicant would be more favorable to the City than a perpetual use agreement. As the property is in the power corridor, the value likely will not be high. He will determine the value and bring a property disposal application back to the Council for approval.

Discussion ensued regarding a previous land swap between Mr. Hazard and the City.

Mr. Hazard explained he has received preliminary approval for the proposed improvements from Delynn Rodeback with Rocky Mountain Power. Michael Lang with Rocky Mountain Power explained the concerns Rocky Mountain Power have are regarding clearance of structures, lighting, and vegetation.

City Recorder Fionnuala Kofoed stated the City has a lot of land that is potentially disposable. She asked if this decision marks a change to the Council's direction regarding land disposal, or if this project would differentiate from other potentially disposable land.

Councilmember Curtis stated this project is different due to the benefit the City will receive from the donation of right-of-way.

2. CONCEPT PLAN

2.A. Brylee Development Concept Plan

This item was removed from the agenda at the applicant's request.

3. AGENDA REVIEW

13. BID AWARDS

13.A. Smith Ranch Road Traffic Signal Installation – Cache Valley Electric

Councilmember Curtis confirmed with staff that this item is included in the approved budget.

13.B. Test Pumping Ault Well Bid Award – Rhino Pumping

Councilmember Curtis asked why the owner of the Ault well is considering selling to the City. Mr. Trusty explained the owner previously used the well for irrigation of a sod farm but has since sold the sold farm to Flagship Homes. This well is a better option than the City previously pursued for well number six. If the well proves to be sufficient, the City will purchase it from the existing owner.

14. BOND RELEASES

14.B. Hidden Hollow Phase B Plat 1 – Into Warranty

Councilmember Clark confirmed with staff that all issues related to blasting have been corrected in the Hidden Hollow area.

14.E. Hidden Hollow Phase A Plat 2 – Out of Warranty

This item was removed from the agenda at staff's request.

16. PRELIMINARY PLATS & SITE PLANS

16.A. John Walden Clubhouse – Site Plan

Mr. Mumford explained the Planning Commission recommended approval of this site plan with a condition of approval requiring the access to the trash receptacles and catering loading area be moved, and the trash receptacles be relocated to another area. He presented the applicant's proposed loading area location, which is accessed off a roundabout. Staff worked with the applicant to address concerns regarding the access from the roundabout. He stated vegetation could be included to address screening concerns but would need to be designed in such a way as to not obscure visibility.

Applicant representative Chad Spencer requested the Council allow the plan to remain as originally presented. A kitchen is located near the proposed dumpster enclosure, and the access point allows easy delivery for catering companies. They have worked with the City Engineer to ensure traffic flows functionally and safely; with the proposed design, vehicles will not be required to back up near sidewalks.

Councilmember Burnham asked if the item can remain on the consent agenda with the removal of the Planning Commission's recommended condition of approval. Ms. Kofoed explained the Council should make their decision known during the work session, and note in the motion that the Council's approval is as amended.

Councilmember Burnham stated the access point will not have a high amount of traffic, and should remain as proposed. Councilmember Gricius agreed and stated catering vehicles will not be arriving during peak traffic times.

16.B. Overland Village 1 Clubhouse – Preliminary Plat

Councilmember Curtis confirmed with staff that the site plan has been approved; this item will create a plat for the clubhouse.

16.C. Eagle Vision – Preliminary Plat Amendment

Planning Manager Mike Hadley stated the preliminary plat amendment divides the existing lot into two lots; the second lot will remain in the ownership of Eagle Vision, but a building on that lot may be rented to other entities. The lots will have separate tax identification numbers. Any changes to the approved site plan will require approval from the Planning Commission and City Council.

Mr. Mumford explained this situation is like the lots surrounding Ridley's. Some parcels are leased, and some are sold to other entities.

Regarding the Planning Commission's concerns about setbacks and space between buildings, Mr. Hadley explained the buildings must meet all requirements in Municipal Code. A cross-access easement is required to ensure parking is provided for both buildings.

Councilmember Clark asked if staff had concerns regarding timing of the parking lot construction.

Mr. Mumford explained the first building cannot be occupied until all parking is completed, as the parking was included in the original site plan approval.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah Rezoning the Sage Park Business Center property from Residential to Business Park and Commercial Storage.

Mr. Mumford explained the preliminary plat for Sage Park was approved in 2007. Previously, the General Plan designated this property as Mixed Use Residential. The updated General Plan now contains a collector road and designates the property north of the collector road as Employment Center/Campus, and south of the collector as

Neighborhood Residential One. It is currently zoned Residential. The applicant is proposing a rezone to Business Park and Commercial Storage; staff believes the Business Park zone would be sufficient, with specific uses prohibited.

Councilmember Clark asked how many residential units are approved in the proposed Business Park zone. Mr. Mumford said he will find out the number of lots north of the collector road on the approved preliminary plat. The applicant has worked with the City regarding the location of the collector road to ensure homes do not front the road, and to create a safe intersection at Eagle Mountain Boulevard.

The applicant has provided two potential concept plans; both plans include 10.79 acres of commercial storage in the northern section, as well as an office/warehouse buffer between the storage facility and residential zones. An amended concept plan was submitted in response to discussions with the Planning Commission and City Council. This plan includes commercial business park and mixed-use/multifamily area south of the collector road.

The Planning Commission recommended approval of a rezone to the Business Park zone. Conditions of approval include limiting the storage facility area to nine acres and that a development agreement is approved by the City Council that restricts permitted and conditional uses in the rezone area.

Mr. Mumford explained the rezone must comply with the intent of the General Plan; the Council must determine if this use complies with the stated intent of the Employment Center/Campus designation.

Councilmember Curtis expressed concern that some uses do not comply with the General Plan and asked what zone most closely complies with the Employment Center/Campus designation. Mr. Mumford said some uses in the Commercial zone comply well, as do uses in the Business Park zone.

Applicant Isaac Patterson stated the proposed mixed-use buildings south of the collector road will be like the Direct Communications building in The Ranches. The mixed-use buildings north of the collector road will be similar to the flex space in Gateway Park. There are approximately six to ten employees per unit at the Gateway park location, and the storage facility will employ approximately five employees.

Councilmember Curtis stated the commercial use complies with the General Plan, but storage facilities do not fit within the Employment Center/Campus designation.

Councilmember Clark expressed concern regarding allowing storage facilities inside employment centers, similar to what has been approved in Lehi.

Discussion ensued regarding commercial uses near storage facilities.

Councilmember Burnham said denying the rezone will result in residential development within the Employment Center/Campus designation; neither option is compatible.

Councilmember Reaves stated the Council has determined the General Plan should not be changed based on requests from developers.

Councilmember Curtis stated the use is incompatible, and the City already has three approved storage facilities.

Applicant Wayne Patterson explained the flex space will provide jobs and asked that the Council allow the market to determine if there are too many storage facilities in the area.

Councilmember Gricius explained the options to the Council include adding eighteen businesses, or twenty homes. The businesses will generate daytime population for the City, and the collector road will act as a buffer between the commercial and residential uses.

Councilmember Curtis stated if the rezone is approved, all uses in the zone are allowed. Mr. Wayne Patterson explained they have agreed to a development agreement that limits the uses within the rezone area.

Councilmember Clark asked if storage facilities are a deterrent to commercial businesses. Economic Development Director Aaron Sanborn explained it depends on the specific business type. He said that in Utah County, there are areas around existing storage facilities with flex-use commercial space.

Mr. Isaac Patterson said the rezone area is on the edge of the Employment Center/Campus designation, not in the center of the designation.

Councilmember Burnham stated if the residential lots remain, the City is giving up commercial business area. She stated single-family residential units should not be directly adjacent to an employment center.

Mr. Isaac Patterson said the rezone area is 20 acres; the Business Park zone will replace approximately 60 to 70 homes.

17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.10.010 Mayor Compensation and Chapter 2.15.010 City Council Compensation.

City Administrator Ifo Pili explained the City recently contracted with NFP to conduct a compensation study for City employees, the City Council, and the Mayor. He stated the last time the City Council and Mayor salaries were updated was in 2006. Data the City received showed the City Council's stipend to be the lowest, and most other municipalities offer benefits to councilmembers. Mr. Pili stated his recommendation is to

increase the monthly pay for Councilmembers from $500 to $1,100. As most Councilmembers do not want to receive benefits from the City, he recommends adding a $200 monthly allowance for incidentals.

Mr. Pili explained the current ordinance regarding the Mayor's salary states the City cannot provide benefits above the salary amount in Municipal Code; if the Mayor collects benefits, the cost of the benefits is taken from the salary total. Mr. Pili stated his proposal to keep the Mayor's salary as it currently stands and provide benefits and a car allowance in addition to the salary. The car allowance will allow City vehicles to be more available to staff, as the Mayor will no longer use City vehicles.

Regarding full-time versus part-time mayoral status, Mr. Pili said the consideration should be primary or secondary employment, instead. If the Mayor's primary employer is the City, he should be provided for similarly as other employees.

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:14 p.m.

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:09 p.m.

9. PLEDGE OF ALLEGIANCE

The Presentation of Colors and Pledge of Allegiance were led by Pack and Troop 111.

BOARD OF CANVASSERS - CITY COUNCIL CHAMBERS

BOARD MEMBERS PRESENT: Board Chair Tom Westmoreland, Board Members Colby Curtis, Benjamin Reaves, Donna Burnham, Stephanie Gricius, and Melissa Clark.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

Mayor Westmoreland recessed the meeting and convened as the Board of Canvassers at 7:13 p.m.

6. MOTION

6.A. MOTION – Approve the Results of the 2019 General Election.

City Recorder Fionnuala Kofoed presented information to the Council regarding the results of the 2019 General Election. The top three candidates with the most votes are Colby Curtis, Jared Gray, and Carolyn Love.

The Utah County Elections Office reported the following numbers:

- 14,145 eligible registered voters.
- 13,888 ballots were mailed and a total of 2,915 were counted for a 20.61% return rate.
- 13 provisional ballots were issued and 12 were counted. The one provisional ballot not counted had incomplete information.
- 69 ballots were not accepted due to a missing signature, signature not matching, invalid postmark, or ballots returned from the primary election.
- 73 voters cast ballots in person on Election day.

Ms. Kofoed explained that the County attempts to contact individuals in the instance of missing or not matching signatures.

MOTION: ***Board Member Gricius moved that the Board of Canvassers verify the results of the election by ratifying the results of the canvass, accept the report of the election and certify the election results, and declare four-year City Council candidates Colby Curtis, Carolyn Love, and Jared Gray elected. Board Member Burnham seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

7. ADJOURNMENT

MOTION: ***Board Member Gricius moved to adjourn the Board of Canvassers meeting. Board Member Clark seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

The Board of Canvassers meeting was adjourned at 7:22 p.m.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Stephanie Gricius, and Melissa Clark.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

8. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:22 p.m.

10. INFORMATION ITEMS/UPCOMING EVENTS

- Bag the Leaf – Eagle Mountain City is offering our annual free bagged leaf pickup and disposal service through November 22. Information is available on the City website, News section.

- Annie Get Your Gun – The Eagle Mountain Arts Alliance presents an Eagle Mountain Community Theatre production of Annie Get Your Gun, November 21, 22, 23, and 25 starting at 7:00 p.m. each evening at Frontier Middle School. Tickets are available at EagleMountainArts.com.

- Turkey Trot – Eagle Mountain City's annual Turkey Trot fun run/walk will be held on Thanksgiving morning, November 28 at Wride Memorial Park. This event is free, with prizes, refreshments and giveaways. Register at emcity.org/turkey.

- Statue Unveiling Ceremony – Save the Date for Friday, December 6 at 7:00 p.m. as a special ceremony will be held to unveil a statue that has been generously donated to the Pony Express Memorial Cemetery by a resident and his company. More details to come!

- Christmas Village - Eagle Mountain City will hold our Christmas Village and Boutique Event on December 7 from 5:30 p.m. to 9:00 p.m. at Wride Memorial Park. Free activities will include visits with Santa and his reindeer, blacksmith demo, petting zoo, boutique vendor booths, mini pony carriage rides, carolers, and food trucks. If you bring Santa a letter complete with name and address, you will receive a return letter in the mail. Please visit emcity.org/events and click on the Christmas Village link on the calendar.

- City Offices Closed – The City Offices and Library will be closed Thursday, November 28 and Friday, November 29 for the Thanksgiving holiday, December 23 to 25 for the Christmas holiday, and January 1, 2020 for the New Year holiday.

11. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:26 p.m.

Lois Heber stated this is her last month serving on the Military and Veterans Advisory Board. She explained a member of the Board has been abusing her. She has told three Councilmembers about the behavior and feels that one Councilmember has condoned the abusive behavior. She asked the Councilmembers to research ways to help veterans in the community.

Mayor Westmoreland thanked Ms. Heber for her service to the City. He stated it is important that those representing the City treat others with dignity and respect.

Councilmember Curtis thanked Ms. Heber for making him aware of the situation.

Councilmember Gricius thanked Ms. Heber for her service to the City and the Country.

Mayor Westmoreland closed public comment at 7:31 p.m.

Mayor Westmoreland explained item number two, the Brylee Development concept plan, was removed from the agenda at the applicant's request, and item number 14.E., the bond release for Hidden Hollow Phase A Plat 2 – Out of Warranty, was removed from the agenda at staff's request.

12. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Reaves
Councilmember Reaves expressed his appreciation for the Scout Troop's flag ceremony. He thanked the residents for the opportunity to serve as Councilmember for the past four years, and congratulated Councilmember Curtis and Councilmembers-elect Love and Gray.

Councilmember Clark
Councilmember Clark thanked the Scout Troop for the flag ceremony and said the troop is sponsored by the American Legion. The Veterans Breakfast was well-attended, and many people worked together to make the event special for the community's veterans. She congratulated the Eagle Mountain Community Theatre on their nominations from Broadway Now.

Councilmember Gricius
Councilmember Gricius stated that although she will not be on City Council after the end of the year, she will still be involved with the City. She asked the newly-elected Councilmembers to use her as a reference, as there is much for them to learn.

Councilmember Curtis
Councilmember Curtis thanked the scouts and veterans for their attendance. He congratulated the newly-elected Councilmembers and thanked all who ran.

Councilmember Burnham
Councilmember Burnham thanked the scouts and veterans and stated those who attended the Veterans Breakfast were very appreciative. She asked the Councilmembers to continue serving at future Veterans Breakfasts in order to allow the Board Members to participate in the event, instead of cook and serve. She thanked those who ran in the General Election and congratulated the recently elected Councilmembers.

Mayor Westmoreland
Mayor Westmoreland said it is the anniversary of the Gettysburg Address, which is a very important point in the nation's history.

CONSENT AGENDA

13. BID AWARDS

13.A. Smith Ranch Road Traffic Signal Installation - Cache Valley Electric

13.B. Test Pumping Ault Well Bid Award - Rhino Pumping

14. BOND RELEASES

14.A. Evans Ranch Plat I-I – Into Warranty

14.B. Hidden Hollow Phase B Plat 1 – Into Warranty

14.C. SilverLake Plat 14 – Out of Warranty

14.D. Hidden Hollow Phase A Plat 1 – Out of Warranty

15. MINUTES

15.A. October 15, 2019 Meeting Minutes

16. PRELIMINARY PLATS & SITE PLANS

16.A. John Walden Clubhouse – Site Plan

16.B. Overland Village 1 Clubhouse – Preliminary Plat

16.C. Eagle Vision – Preliminary Plat Amendment

MOTION: ***Councilmember Curtis moved to approve the consent agenda, removing condition of approval number two from item 16.A., John Walden Clubhouse site plan. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

SCHEDULED ITEMS

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah Rezoning the Sage Park Business Center property from Residential to Business Park and Commercial Storage.

Community Development Director Steve Mumford said the Sage Park preliminary plat was approved in 2007 and is still valid. It contains single-family residential units. The General Plan previously designated this property as Mixed Use Residential. The updated General Plan now includes a collector road through the property and designates the property north of the collector road as Employment Center/Campus, which is defined as a focused employment center, college

campus, or medical center that is near future downtown/town center and its amenities. The property south of the collector road is designated Neighborhood Residential One, which is generally two to four units per acre. The property is currently zoned Residential.

Mr. Mumford showed the location of the project, potential concept plans, and the Master Transportation Plan for this area. Eagle Mountain Boulevard is a west of the project area and is a 122-foot minor arterial; the City owns the entire right-of-way for this road.

The Planning Commission was concerned about the permitted and conditional uses in the Commercial Storage zone; therefore, they recommended approval of a rezone to Business Park, with limited permitted and conditional uses. They also recommended a condition of approval that the storage facility not exceed nine acres.

Councilmember Reaves expressed concern that the uses defined in the Business Park zone are not compatible with the General Plan. He clarified with staff the difference between an autobody repair shop and an automotive repair shop.

Councilmember Gricius stated the daycare center/preschool use should be moved from a conditional use to a permitted use. Mr. Mumford explained the Business Park zone includes daycare centers, contract construction services, and auto and truck repair as conditional uses.

City Attorney Jeremy Cook explained the Council can determine the permitted and conditional uses for this site. Councilmember Curtis confirmed with staff that the Council will be able to determine these uses during the develop agreement and site plan process.

Councilmember Clark explained a home-based business in Cedar Pass Ranch makes shovels and another homeowner manufactures carbon fiber rings out of his home; she stated light manufacturing should be permitted in the proposed area.

Discussion ensued regarding permitted and conditional uses in the Business Park zone.

Mr. Mumford explained the next steps in the development process are the site plan and conditional use permit approvals.

Applicant Isaac Patterson said the original rezone application was for 22.83 acres. It is now approximately 20 acres. The concept plan presented brings the property more in line with the current General Plan. They plan on including storage units in nine acres, with more than half of the property utilized for other commercial businesses. Regarding auto repair businesses, the Planning Commission was concerned about a repair shop directly adjacent to a residential subdivision but were open to one located away from the residences. He stated daycare centers would not be synergistic with portions of the project but could be appropriate in the area they are changing from storage units to business park.

Mr. Patterson said the 9-acre storage facility has a large amount of frontage along Eagle Mountain Boulevard, as the Planning Commission restricted the storage facility to the northwest quadrant of the property. He explained they do want some frontage along Eagle Mountain

Boulevard. but would be willing to adjust some of the commercial towards that road. He stated many tenants of his project at Gateway Park utilize the storage facility there and said storage facilities are compatible with the commercial aspect of the project.

Councilmember Curtis confirmed with staff that screening can be determined during the site plan approval process. He stated his preference that the storage facility not be located along Eagle Mountain Boulevard; with the reduction of storage units to nine acres, additional commercial businesses can be added between Eagle Mountain Boulevard and the storage units.

Councilmember Clark said the storage facility should remain in the northern portion of the property. She thanked the applicant for including commercial development in his project.

Councilmember Reaves stated the location is perfect for this project and requested that the storage facility not dominate the development.

Mayor Westmoreland opened the public hearing at 8:13 p.m.

Richard Krulisky expressed concern regarding potential oil spillage at automotive repair businesses. He stated development along Eagle Mountain Boulevard is causing traffic concerns and expressed frustration at the lowered speed limit.

Mayor Westmoreland closed the public hearing at 8:17 p.m.

Councilmember Clark thanked Mr. Krulisky for his comments and explained the City is looking at options for transportation infrastructure, but additional development is what allows the City to expand roads. She stated the commercial center will have fewer daily trips than a residential development would have. There are many restrictions regarding oil and other toxic waste in place that will protect residents.

Councilmember Curtis stated this project will give residents another collector road from Pony Express Parkway to Eagle Mountain Boulevard.

Councilmember Burnham encouraged residents to review the work session for more detailed discussion regarding this item.

Discussion ensued regarding potential conditions of approval.

MOTION: ***Councilmember Gricius moved to approve an ordinance of Eagle Mountain City, Utah, rezoning the Sage Park Business Center property from Residential to Business Park, with the following conditions:***

1. ***The rezoned areas align with Option 1, Concept Plan number 2, as presented;***
2. ***Light manufacturing is added as a conditional use;***
3. ***The location restriction is changed from Northwest to North for the nine acres of self-storage for the purpose of giving the***

additional business lot frontage to Eagle Mountain Boulevard; and

4. ***The approval is subject to a development agreement returning to and being approved by the City Council.***

Councilmember Curtis seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

17.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.10.010 Mayor Compensation and Chapter 2.15.010 City Council Compensation.

City Administrator Ifo Pili explained he is proposing the change as the City Administrator; his position is non-political and his responsibility is to submit items free of politics. The City contracted a salary survey for staff and elected officials. Out of the focus group, Eagle Mountain had the lowest elected official compensation. Many cities pay benefits to city councilmembers, but Eagle Mountain does not at this time. It costs the City approximately $2,400 to $2,500 per month for each employee's benefits.

Mr. Pili stated the two councilmembers who are not remaining on the Council have agreed that the increase is necessary. As the councilmembers do not want to receive benefits, he proposes granting an allowance of $200 per month for incidentals. He said he is working out the language with the City Attorney and requested the Council allow him the ability to make final changes to the ordinance language.

Mr. Pili stated the only other full-time mayor in the state is the mayor of Provo. He explained his proposal to keep the mayor's compensation as it currently is, but allow the mayor to receive benefits in addition to the compensation listed in the City's ordinance. He reiterated that some residents discuss the difference between full-time and part-time status for the mayor, but the issue to be considered is if the mayor's position is his or her primary employment or secondary employment.

Mr. Pili is also proposing a car allowance for the mayor. This allows City vehicles to be utilized by other City staff, and removes the necessity of the Mayor submitting mileage reimbursements.

Mayor Westmoreland opened the public hearing at 8:45 p.m. As there were no comments, he closed the hearing.

Councilmember Reaves thanked Mr. Pili for conducting the study. He stated his fellow Councilmembers have not brought the issue up, but explained that the increase is in line with the City's growth.

Councilmember Burnham explained that it is difficult to have a full-time job while serving on the Council. The duties of the Council can require Councilmembers to take unpaid leave from a full time job; therefore, adjusting the pay allows others the ability to serve on the Council.

Councilmember Clark stated it is fair to compensate Councilmembers for their time.

MOTION: ***Councilmember Gricius moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 2.10.010 Mayor Compensation and Chapter 2.15.010 City Council Compensation. Councilmember Reaves seconded the motion. Those voting aye: Tom Westmoreland, Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

18. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Reaves
Councilmember Reaves stated the Veterans Breakfast was a great experience, and said he will submit paperwork for the Military and Veterans Advisory Board position that is available.

Councilmember Gricius
Councilmember Gricius stated the Safe Routes to Schools program should be included in duties for the Safety liaison. She also requested an investigation into the incident Ms. Heber described during public comment.

Councilmember Clark
See Board Liaison Report.

Councilmember Cutis
See Board Liaison Report.

Councilmember Burnham
See Board Liaison Report.

Mayor Westmoreland
Mayor Westmoreland expressed appreciation for the Chamber of Commerce. He stated the interlocal agreement with Unified Fire Authority will be on the next agenda for approval. Staff is working on submissions for Mountainland Association of Governments funding consideration, including finishing Pony Express Parkway, beginning Airport Road construction, and other transportation expansions. The expansion of Eagle Mountain Boulevard may not qualify, but they will attempt to resubmit that project.

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark
Councilmember Clark said the Youth Council has met twice since the previous City Council meeting. Advisor Chris Kofoed offers education regarding government history and founding documents to the Council, and many elected officials have attended to speak with the youth. Emergency preparedness is an important aspect for the City to consider, which the City manages well.

Councilmember Curtis

Councilmember Curtis stated the Senior Council Advisory Board requested the City's bus be branded with a wrap that notes it is the Senior Bus.

Councilmember Burnham

Councilmember Burnham explained the Eagle Mountain Chamber of Commerce is continually obtaining new members, and they have surpassed the number of businesses that were involved with the Lehi Area Chamber of Commerce. They are considering adding more services in the next year.

20. COMMUNICATION ITEMS

20.A. Financial Report

20.B. Upcoming Agenda Items

21. ADJOURNMENT

MOTION: ***Councilmember Reaves moved to adjourn at the meeting at 8:58 p.m. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.***

The meeting was adjourned at 8:58 p.m.

Approved by the City Council on December 3, 2019.

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Fionnuala B. Kofoed, MMC
City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**

TITLE:	A Resolution of Eagle Mountain City, Utah Adopting a Revised and Restated Interlocal Cooperation Agreement between Eagle Mountain City and other Entities to Create and Govern the Unified Fire Authority.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Recorder's Office

RECOMMENDATION:

BACKGROUND:

Attachments:
Approved Revised and Restated Interlocal Agreement (v12) Redline
Approved Revised and Restated Interlocal Agreement Clean Execution Version
Resolution for Revised and Restated Interlocal Creating UFA with Approved Edits and Signatures
RES--Revised and Restated Interlocal Cooperation Agreement UFA

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN
THE UNIFIED FIRE AUTHORITY

This Revised and Restated Interlocal Cooperation Agreement (this "2019 Agreement") is made and entered into as of the 1st day of December 2019, to be effective when all of the conditions identified in Paragraph 27 of this 2019 Agreement have been satisfied, by and between the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah (the "Service Area"); SALT LAKE COUNTY, a body corporate and politic ("County"); the TOWN OF ALTA ("Alta"), COPPERTON METRO TOWNSHIP ("Copperton"), the city of COTTONWOOD HEIGHTS ("Cottonwood Heights"), EAGLE MOUNTAIN CITY ("Eagle Mountain"), EMIGRATION METRO TOWNSHIP ("Emigration"), HERRIMAN CITY ("Herriman"), the CITY OF HOLLADAY ("Holladay"), KEARNS METRO TOWNSHIP ("Kearns"), MAGNA METRO TOWNSHIP ("Magna"), MIDVALE CITY ("Midvale"), MILLCREEK ("Millcreek"), RIVERTON CITY ("Riverton"), TAYLORSVILLE CITY ("Taylorsville"), and WHITE CITY METRO TOWNSHIP ("White City"), all municipal corporations and political subdivisions of the State of Utah. All of the above may be referred to individually as a "Party" and collectively as the "Parties." Alta, Cottonwood Heights, and Holladay may be referred to collectively at times as the "Contracting Entities." The remaining Parties, excluding the Service Area, may be referred to collectively at times as the "Service Area Members." The interlocal entity described herein is referred to as the UNIFIED FIRE AUTHORITY (the "Authority") and will also be considered a Party to this 2019 Agreement.

RECITALS

A. Several of the Parties, as well as other entities no longer affiliated with the Authority, established the Authority via interlocal agreement effective January 1, 2004, which was also subsequently amended (the "2004 Agreement").

B. The original membership of the Authority has changed over the course of its history, with the City of Draper exiting the Authority, the establishment of the Service Area as a taxing district for the purposes of funding the provision of services by the Authority to the Service Area Members, the incorporation of Millcreek and the metro townships (formerly a part of the unincorporated area of the County), and the annexation of a number of municipalities into the Service Area.

C. Throughout these changes and since its creation in 2004, the Authority has been a provider of fire suppression, emergency medical, and related services to its member municipalities and unincorporated Salt Lake County.

D. The Parties to this 2019 Agreement desire that the Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties believe that the depth of service provided by the Authority ensures that their communities are receiving consistent and high quality service.

E. Because of the significant changes in the membership of the Authority, as well as lessons learned since its creation in 2004, the Parties agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the Authority. This 2019 Agreement is therefore intended to, and does, revise

and replace, in its entirety, the 2004 Agreement establishing the Authority, including any amendments thereto.

F. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), the Parties, all of which are "public agencies" for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2019 Agreement and to thereby maintain an interlocal entity for the provision of fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties.

G. The Parties desire to enter into this 2019 Agreement to affirm the creation of the Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.

2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.

3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the

Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
    a. In urban and suburban areas, a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority that facilitate a four-minute travel time within its built-upon area. The expectation will be for the Authority to maintain a service level that provides an Insurance Services Office ("ISO"), or similar successor rating agency, suppression rating of 3 or better.
    b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority, that will meet the requirements for an ISO suppression rating of 9 (3X) or better.
    c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

5. **Baseline Services.** The following baseline services ("Baseline Services") are to be included in the member fee ("Member Fee") described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism

by which the Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority's budget process:

a. Service Delivery:

i. Fire Suppression.

ii. Advanced and Basic Life Support First Response and emergency transport.

iii. Fire Prevention, including Fire Code review and enforcement.

iv. Fire / Arson Investigation and Bomb Squad.

v. Public Information and Community Events.

vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.

b. Support Services. Support services such as administration, finance, legal, human resources, information technology, medical, training, and logistics necessary for the delivery of the services stated above.

c. Capital Purchasing. Timely payment of all debt obligations incurred in capital purchasing and replacement of apparatus and equipment necessary for the delivery of the services stated above.

6. **Member Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources compared to the prior fiscal year. Each

Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services**. The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services ("County-wide Services"). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

a. Emergency Operation Center and Emergency Planning. Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.

b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.

c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

8. **Enhanced Services**. A Party may individually enhance the level of Baseline Services provided by the Authority to that Party at an additional cost. The enhancement, cost, and start date of the new enhanced service ("Enhanced Services") are subject to pre-approval by the Board. The additional fee for Enhanced Services will accrue as of the date such services begin and be due and payable as part of that Party's Member Fee as provided for in this 2019 Agreement or, in the case of a Party that is part of the Service Area, a separate Enhanced Services fee paid separately to UFA by the Party receiving such services.

9. **External Contract Services.** By separate agreements, other agencies may receive and separately fund services. The Board must approve the extension of external contract services. Examples of current external contracts services being provided include:

a. Urban Search & Rescue program funded by FEMA grants.

b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.

c. Utah Data Center protection funded by the Utah Military Installation Development Authority.

d. The JATC fire school program funded by the Jordan School District.

10. **Governance and Administration of Authority.** The Authority's governing body is its Board, which is comprised of representatives of the Parties served by the Authority (each of which is a "Board Member"). Although the Service Area is a Party to this 2019 Agreement, its role is to act as a taxing district to pay for the Authority's services for the benefit of its members, and will therefore not have any separate, direct representation on the Board beyond its individual members' participation on the Board.

a. Board of Directors.

i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.

ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.

iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.

iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.

v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.

vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.

vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.

viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

i. The Board will directly supervise, appoint, and be responsible for removing the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.

ii. The Board will directly supervise, appoint, and be responsible for removing the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.

iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.

iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.

v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies

will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities**.

a. Other Facilities. If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.

b. Transition of Stations. Should the Authority decide to discontinue its use of a fire station as an emergency response facility, but the Authority and the owning Party agree that the Authority may continue to use it for another purpose in support of its provision of services, the Authority will assume the capital maintenance responsibility for such facility and will occupy it with an annual lease payment of $1.00 to the owning Party.

12. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The

Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

13. **Employees.** The Parties (excluding the Authority) agree that no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees of the Authority beyond the assessment of the Member Fee.

14. **Merit System.** The Parties agree that the Authority will operate with a Merit System for sworn fire-fighter employees as provided for in Exhibit A and any policies duly adopted to be consistent therewith and general merit principles.

15. **Reports, Audits, and Performance Measures.**

a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.

b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the "Governmental Immunity Act of Utah" (Utah Code § 63G-7-101, et seq.), or successor provision (the "Immunity Act"). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity(including reasonable attorney's fees and costs of suit) relating to or arising from actions of that Member's elected and appointed officers or employees or the Authority's enforcement of any ordinances of that Party that is alleged to be unconstitutional or illegal.

17. **Term**. This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to

better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

18. **Withdrawal.**

a. Cooperation. If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.

b. Requirements.

i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.

iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.

iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.

ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.

iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.

v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.

vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the

stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter “FMV”). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority’s obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority’s operations or the financing of the Authority’s other assets. The Authority may also substitute another unit as appropriate.

2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party, the Authority, at its option, may offer additional apparatus or equipment at FMV.

d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.

   i. This process does not include recruitment for Fire Chief or other and executive level positions.

   ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.

   iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the

vacation hours at the employee's wage rate as of the employee's last day with the Authority.

iv. Sick leave balances of employees hired by the withdrawing Party will not transferred and will be handled pursuant to internal policy and procedure of the Authority.

v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.

vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.

e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the

UFSA Board or a UFSA Board Member about joining the UFSA will be directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.

b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement)**:**

    i. Population and population density within the proposed municipality;

ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

iii. Projected growth in the proposed municipality during the next five years;

iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;

v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:

1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
2. The Authority will have the option to consider employment of Chief Officers or other staff;
3. Employees transferred to the Authority will transfer with:
    a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
    b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;

d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).

vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:

1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.

vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.

viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.

ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.

x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.

c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority

d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.

e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a "new" Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.

g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a "new" Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

20. **Coverage Area.** The coverage area of the Authority may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Parties. The Parties agree to notify the Authority, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Parties agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area's purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree

reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

22. **Remittance.** Each Party will prospectively remit the payments required to the Authority by this 2019 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between the Authority and a Party, a Party may also pay prospectively amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

23. **Breach or Failure to Pay.**

a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the

alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

24. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing

Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets (whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

26. **Amendment.** This 2019 Agreement may not be amended except by written instrument signed by all Parties. Amendments will be approved as follows:

a. Amendments may be proposed to the Board by any Party or staff of the Authority.

b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.

d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.

e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

27. **Notices**. All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City/County Attorney or Chief Counsel." For the Authority or Service Area, notices should be sent to the following:

If to Authority:
Unified Fire Authority
Office of the Fire Chief
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West

Salt Lake City, UT 84119

If to Service Area:
Unified Fire Service Area
Office of the Administrator
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Fabian VanCott
Attn: Rachel Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
randerson@fabianvancott.com

28. **Interlocal Cooperation Act.** The Parties enter into this 2019 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the "Unified Fire Authority" that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.

c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party's legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 11-13-202.5(3). Furthermore,

upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party's keeper of records.

29. **Entire Agreement**. This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

30. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

31. **Disputes**. In the event of disputes and in the absence of any agreement to the contrary, the Authority will continue to provide services during any litigation and the adverse Party will continue to make payments to the Authority in accordance with the terms of this 2019 Agreement to ensure the continued protection of public safety within the Party's communities. This provision may be enforced by injunctive relieve by the courts if necessary.

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by

notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

34. **Counterparts.** This 2019 Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this 2019 Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this 2019 Agreement to be duly executed effective as provided in Paragraph 27.

[signatures begin next page]

EXHIBIT A

DEFINITIONS

The terms used in this Fire Merit System plan shall be defined as follows:

a. "Agreement" shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.

b. "Board" shall mean the Board of Directors of the Unified Fire Authority.

c. "Chief" shall be the Fire Chief of the Unified Fire Authority fire department.

d. "Commission" shall mean the Merit Commission of the Fire Merit System.

e. "Coordinator" shall be the Coordinator for the Fire Merit System.

f. "Fire Department" shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.

g. "Members" shall mean the municipalities and county which are signatories of the Agreement.

h. "Merit System" shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.

i. "Plan" refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.

j. "UFA" shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.

a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.

b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at will. Merit-exempt

employees, who appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;

b. providing fair and adequate compensation;

c. training employees to assure high quality performance;

d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;

e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;

f. providing information regarding political rights and prohibited practices; and

g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).

a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.

b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.

c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission ("Commission").

a. The Commission shall consist of three persons ("Commissioners") appointed by the UFA Board.

b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.

c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT "B"

Table 1. MEMBER FEE PERCENTAGE			
Member	FUNDING TO UFA	% of UFSA	% OF FUNDING
UFSA*	$48,890,839		88.17%
Millcreek City		20.38%	17.97%
Salt Lake County Unincorporated		18.18%	16.03%
Taylorsville City		13.06%	11.52%
Riverton City		12.21%	10.77%
Herriman City		9.61%	8.47%
Midvale City		8.49%	7.48%
Cottonwood Heights City	$3,818,822	n/a	6.89%
Eagle Mountain City		6.98%	6.15%
Holladay City	$2,586,904	n/a	4.67%
Kearns Metro Township		4.89%	4.31%
Magna Metro Township		4.21%	3.71%
Emigration Metro Township		0.96%	0.84%
White City Metro Township		0.93%	0.82%
Alta Town	$152,665	n/a	0.28%
Copperton Metro Township		0.12%	0.11%
TOTAL	55,449,230	100.00%	100.00%

*UFSA's percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

UFSA Members	Taxable Value	% of total
Copperton Metro Township	33,690,335	0.12%
Eagle Mountain City	1,943,067,756	6.98%
Emigration Metro Township	266,505,821	0.96%
Herriman City	2,675,129,875	9.61%
Kearns Metro Township	1,362,438,642	4.89%
Magna Metro Township	1,171,724,025	4.21%
Midvale City	2,363,336,028	8.49%
Millcreek City	5,675,214,848	20.38%
Riverton City	3,401,242,120	12.21%
Salt Lake County Unincorporated	5,063,126,841	18.18%
Taylorsville City	3,637,908,383	13.06%
White City Metro Township	257,643,776	0.93%
TOTAL	27,851,028,450	100%

Table 2. POPULATION PERCENTAGE

Municipality	Population	% of Total
Millcreek City	60,308	14.29%
Taylorsville City	59,601	14.12%
Riverton City	44,231	10.48%
Herriman City	42,981	10.18%
Kearns Metro Township	35,242	8.35%
Eagle Mountain City	34,632	8.21%
Midvale City	34,263	8.12%
Cottonwood Heights City	33,626	7.97%
Holladay City	31,110	7.37%
Magna Metro Township	27,450	6.50%
Salt Lake County Unincorporated	10,193	2.42%
White City Metro Township	5,599	1.33%
Emigration Metro Township	1,623	0.38%
Copperton Metro Township	812	0.19%
Alta Town	378	0.09%
TOTAL	422,049	100.00%

Source: Kem Gardner Policy Institute, University of Utah
Salt Lake and Utah County Subcounty Estimates
Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

Member	POPULATION	MEMBER FEE	WEIGHTED VOTE
Millcreek City	14.29%	17.97%	16.13%
Taylorsville City	14.12%	11.52%	12.82%
Riverton City	10.48%	10.77%	10.62%
Herriman City	10.18%	8.47%	9.33%
Salt Lake County Unincorporated	2.42%	16.03%	9.22%
Midvale City	8.12%	7.48%	7.80%
Cottonwood Heights City	7.97%	6.89%	7.43%
Eagle Mountain City	8.21%	6.15%	7.18%
Kearns Metro Township	8.35%	4.31%	6.33%
Holladay City	7.37%	4.67%	6.02%
Magna Metro Township	6.50%	3.71%	5.11%
White City Metro Township	1.33%	0.82%	1.07%
Emigration Metro Township	0.38%	0.84%	0.61%
Alta Town	0.09%	0.28%	0.18%
Copperton Metro Township	0.19%	0.11%	0.15%
TOTAL	100.00%	100.00%	100.00%

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN
THE UNIFIED FIRE AUTHORITY

This Revised and Restated Interlocal Cooperation Agreement (this "2019 Agreement") is made and entered into as of the 1st day of December 2019, to be effective when all of the conditions identified in Paragraph 27 of this 2019 Agreement have been satisfied, by and between the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah (the "Service Area"); SALT LAKE COUNTY, a body corporate and politic ("County"); the TOWN OF ALTA ("Alta"), COPPERTON METRO TOWNSHIP ("Copperton"), the city of COTTONWOOD HEIGHTS ("Cottonwood Heights"), EAGLE MOUNTAIN CITY ("Eagle Mountain"), EMIGRATION METRO TOWNSHIP ("Emigration"), HERRIMAN CITY ("Herriman"), the CITY OF HOLLADAY ("Holladay"), KEARNS METRO TOWNSHIP ("Kearns"), MAGNA METRO TOWNSHIP ("Magna"), MIDVALE CITY ("Midvale"), MILLCREEK ("Millcreek"), RIVERTON CITY ("Riverton"), TAYLORSVILLE CITY ("Taylorsville"), and WHITE CITY METRO TOWNSHIP ("White City"), all municipal corporations and political subdivisions of the State of Utah. All of the above may be referred to individually as a "Party" and collectively as the "Parties." Alta, Cottonwood Heights, and Holladay may be referred to collectively at times as the "Contracting Entities." The remaining Parties, excluding the Service Area, may be referred to collectively at times as the "Service Area Members." The interlocal entity described herein is referred to as the UNIFIED FIRE AUTHORITY (the "Authority") and will also be considered a Party to this 2019 Agreement.

RECITALS

A. Several of the Parties, as well as other entities no longer affiliated with the Authority, established the Authority via interlocal agreement effective January 1, 2004, which was also subsequently amended (the "2004 Agreement").

B. The original membership of the Authority has changed over the course of its history, with the City of Draper exiting the Authority, the establishment of the Service Area as a taxing district for the purposes of funding the provision of services by the Authority to the Service Area Members, the incorporation of Millcreek and the metro townships (formerly a part of the unincorporated area of the County), and the annexation of a number of municipalities into the Service Area.

C. Throughout these changes and since its creation in 2004, the Authority has been a provider of fire suppression, emergency medical, and related services to its member municipalities and unincorporated Salt Lake County.

D. The Parties to this 2019 Agreement desire that the Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties believe that the depth of service provided by the Authority ensures that their communities are receiving consistent and high quality service.

E. Because of the significant changes in the membership of the Authority, as well as lessons learned since its creation in 2004, the Parties agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the Authority. This 2019 Agreement is therefore intended to, and does, revise

and replace, in its entirety, the 2004 Agreement establishing the Authority, including any amendments thereto.

F. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), the Parties, all of which are "public agencies" for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2019 Agreement and to thereby maintain an interlocal entity for the provision of fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties.

G. The Parties desire to enter into this 2019 Agreement to affirm the creation of the Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.

2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.

3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the

Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
    a. In urban and suburban areas, a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority that facilitate a four-minute travel time within its built-upon area. The expectation will be for the Authority to maintain a service level that provides an Insurance Services Office ("ISO"), or similar successor rating agency, suppression rating of 3 or better.
    b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority, that will meet the requirements for an ISO suppression rating of 9 (3X) or better.
    c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

5. **Baseline Services.** The following baseline services ("Baseline Services") are to be included in the member fee ("Member Fee") described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism

by which the Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority's budget process:

a. Service Delivery:

i. Fire Suppression.

ii. Advanced and Basic Life Support First Response and emergency transport.

iii. Fire Prevention, including Fire Code review and enforcement.

iv. Fire / Arson Investigation and Bomb Squad.

v. Public Information and Community Events.

vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.

b. Support Services. Support services such as administration, finance, legal, human resources, information technology, medical, training, and logistics necessary for the delivery of the services stated above.

c. Capital Purchasing. Timely payment of all debt obligations incurred in capital purchasing and replacement of apparatus and equipment necessary for the delivery of the services stated above.

6. **Member Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources compared to the prior fiscal year. Each

Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services**. The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services ("County-wide Services"). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

a. Emergency Operation Center and Emergency Planning. Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.

b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.

c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

8. **Enhanced Services**. A Party may individually enhance the level of Baseline Services provided by the Authority to that Party at an additional cost. The enhancement, cost, and start date of the new enhanced service ("Enhanced Services") are subject to pre-approval by the Board. The additional fee for Enhanced Services will accrue as of the date such services begin and be due and payable as part of that Party's Member Fee as provided for in this 2019 Agreement or, in the case of a Party that is part of the Service Area, a separate Enhanced Services fee paid separately to UFA by the Party receiving such services.

9. **External Contract Services.** By separate agreements, other agencies may receive and separately fund services. The Board must approve the extension of external contract services. Examples of current external contracts services being provided include:

a. Urban Search & Rescue program funded by FEMA grants.

b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.

c. Utah Data Center protection funded by the Utah Military Installation Development Authority.

d. The JATC fire school program funded by the Jordan School District.

10. **Governance and Administration of Authority.** The Authority's governing body is its Board, which is comprised of representatives of the Parties served by the Authority (each of which is a "Board Member"). Although the Service Area is a Party to this 2019 Agreement, its role is to act as a taxing district to pay for the Authority's services for the benefit of its members, and will therefore not have any separate, direct representation on the Board beyond its individual members' participation on the Board.

a. Board of Directors.

i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.

ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.

iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.

iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.

v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.

vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.

vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.

viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

i. The Board will directly supervise, appoint, and be responsible for removing the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.

ii. The Board will directly supervise, appoint, and be responsible for removing the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.

iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.

iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.

v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies

will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities**.

a. Other Facilities. If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.

b. Transition of Stations. Should the Authority decide to discontinue its use of a fire station as an emergency response facility, but the Authority and the owning Party agree that the Authority may continue to use it for another purpose in support of its provision of services, the Authority will assume the capital maintenance responsibility for such facility and will occupy it with an annual lease payment of $1.00 to the owning Party.

12. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The

Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

13. **Employees.** The Parties (excluding the Authority) agree that no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees of the Authority beyond the assessment of the Member Fee.

14. **Merit System.** The Parties agree that the Authority will operate with a Merit System for sworn fire-fighter employees as provided for in Exhibit A and any policies duly adopted to be consistent therewith and general merit principles.

15. **Reports, Audits, and Performance Measures.**

a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.

b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the "Governmental Immunity Act of Utah" (Utah Code § 63G-7-101, et seq.), or successor provision (the "Immunity Act"). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity(including reasonable attorney's fees and costs of suit) relating to or arising from actions of that Member's elected and appointed officers or employees or the Authority's enforcement of any ordinances of that Party that is alleged to be unconstitutional or illegal.

17. **Term**. This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to

better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

18. **Withdrawal.**

a. Cooperation. If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.

b. Requirements.

i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.

iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.

iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.

ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.

iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.

v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.

vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the

stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter “FMV”). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority’s obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority’s operations or the financing of the Authority’s other assets. The Authority may also substitute another unit as appropriate.

2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party, the Authority, at its option, may offer additional apparatus or equipment at FMV.

d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.

   i. This process does not include recruitment for Fire Chief or other and executive level positions.

   ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.

   iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the

vacation hours at the employee's wage rate as of the employee's last day with the Authority.

iv. Sick leave balances of employees hired by the withdrawing Party will not transferred and will be handled pursuant to internal policy and procedure of the Authority.

v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.

vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.

e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the

UFSA Board or a UFSA Board Member about joining the UFSA will be directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.

b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement)**:**

    i. Population and population density within the proposed municipality;

ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

iii. Projected growth in the proposed municipality during the next five years;

iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;

v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:

1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
2. The Authority will have the option to consider employment of Chief Officers or other staff;
3. Employees transferred to the Authority will transfer with:
    a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
    b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;

d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).

vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:

1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.

vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.

viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.

ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.

x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.

c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority

d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.

e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a "new" Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.

g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a "new" Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

20. **Coverage Area.** The coverage area of the Authority may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Parties. The Parties agree to notify the Authority, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Parties agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area's purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree

reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

22. **Remittance.** Each Party will prospectively remit the payments required to the Authority by this 2019 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between the Authority and a Party, a Party may also pay prospectively amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

23. **Breach or Failure to Pay.**

a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the

alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

24. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing

Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets (whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

26. **Amendment.** This 2019 Agreement may not be amended except by written instrument signed by all Parties. Amendments will be approved as follows:

a. Amendments may be proposed to the Board by any Party or staff of the Authority.

b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.

d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.

e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

27. **Notices**. All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City/County Attorney or Chief Counsel." For the Authority or Service Area, notices should be sent to the following:

If to Authority:
Unified Fire Authority
Office of the Fire Chief
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West

Salt Lake City, UT 84119

If to Service Area:
Unified Fire Service Area
Office of the Administrator
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Fabian VanCott
Attn: Rachel Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
randerson@fabianvancott.com

28. **Interlocal Cooperation Act.** The Parties enter into this 2019 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the "Unified Fire Authority" that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.

c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party's legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 11-13-202.5(3). Furthermore,

upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party's keeper of records.

29. **Entire Agreement**. This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

30. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

31. **Disputes**. In the event of disputes and in the absence of any agreement to the contrary, the Authority will continue to provide services during any litigation and the adverse Party will continue to make payments to the Authority in accordance with the terms of this 2019 Agreement to ensure the continued protection of public safety within the Party's communities. This provision may be enforced by injunctive relieve by the courts if necessary.

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by

notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

34. **Counterparts.** This 2019 Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this 2019 Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this 2019 Agreement to be duly executed effective as provided in Paragraph 27.

[signatures begin next page]

UNIFIED FIRE AUTHORITY

UNIFIED FIRE AUTHORITY

By _____
Dan Petersen
Fire Chief

Approved as to legal form:
_____
Brian F. Roberts
Chief Legal Officer

Dated:_____

UNIFIED FIRE SERVICE AREA

UNIFIED FIRE SERVICE AREA

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Dated:_____

SALT LAKE COUNTY

SALT LAKE COUNTY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

Dated:_____

TOWN OF ALTA

TOWN OF ALTA

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

COPPERTON METRO TOWNSHIP

COPPERTON METRO TOWNSHIP

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

EMIGRATION METRO TOWNSHIP

EMIGRATION METRO TOWNSHIP

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

HERRIMAN CITY

HERRIMAN CITY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

CITY OF HOLLADAY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

MAGNA METRO TOWNSHIP

MAGNA METRO TOWNSHIP

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

MIDVALE CITY

MIDVALE CITY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

MILLCREEK

MILLCREEK

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

RIVERTON CITY

RIVERTON CITY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

TAYLORSVILLE CITY

TAYLORSVILLE CITY

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

WHITE CITY METRO TOWNSHIP

WHITE CITY METRO TOWNSHIP

By _____
Print:_____
Its:_____

Approved as to legal form:

_____

Attest:

_____

DATED:_____

EXHIBIT A

DEFINITIONS

The terms used in this Fire Merit System plan shall be defined as follows:

a. "Agreement" shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.

b. "Board" shall mean the Board of Directors of the Unified Fire Authority.

c. "Chief" shall be the Fire Chief of the Unified Fire Authority fire department.

d. "Commission" shall mean the Merit Commission of the Fire Merit System.

e. "Coordinator" shall be the Coordinator for the Fire Merit System.

f. "Fire Department" shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.

g. "Members" shall mean the municipalities and county which are signatories of the Agreement.

h. "Merit System" shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.

i. "Plan" refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.

j. "UFA" shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.

a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.

b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at will. Merit-exempt

employees, who appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;

b. providing fair and adequate compensation;

c. training employees to assure high quality performance;

d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;

e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;

f. providing information regarding political rights and prohibited practices; and

g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).

a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.

b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.

c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission ("Commission").

a. The Commission shall consist of three persons ("Commissioners") appointed by the UFA Board.

b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.

c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT "B"

Table 1. MEMBER FEE PERCENTAGE			
Member	FUNDING TO UFA	% of UFSA	% OF FUNDING
UFSA*	$48,890,839		88.17%
Millcreek City		20.38%	17.97%
Salt Lake County Unincorporated		18.18%	16.03%
Taylorsville City		13.06%	11.52%
Riverton City		12.21%	10.77%
Herriman City		9.61%	8.47%
Midvale City		8.49%	7.48%
Cottonwood Heights City	$3,818,822	n/a	6.89%
Eagle Mountain City		6.98%	6.15%
Holladay City	$2,586,904	n/a	4.67%
Kearns Metro Township		4.89%	4.31%
Magna Metro Township		4.21%	3.71%
Emigration Metro Township		0.96%	0.84%
White City Metro Township		0.93%	0.82%
Alta Town	$152,665	n/a	0.28%
Copperton Metro Township		0.12%	0.11%
TOTAL	55,449,230	100.00%	100.00%

*UFSA's percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

UFSA Members	Taxable Value	% of total
Copperton Metro Township	33,690,335	0.12%
Eagle Mountain City	1,943,067,756	6.98%
Emigration Metro Township	266,505,821	0.96%
Herriman City	2,675,129,875	9.61%
Kearns Metro Township	1,362,438,642	4.89%
Magna Metro Township	1,171,724,025	4.21%
Midvale City	2,363,336,028	8.49%
Millcreek City	5,675,214,848	20.38%
Riverton City	3,401,242,120	12.21%
Salt Lake County Unincorporated	5,063,126,841	18.18%
Taylorsville City	3,637,908,383	13.06%
White City Metro Township	257,643,776	0.93%
TOTAL	27,851,028,450	100%

Table 2. POPULATION PERCENTAGE

Municipality	Population	% of Total
Millcreek City	60,308	14.29%
Taylorsville City	59,601	14.12%
Riverton City	44,231	10.48%
Herriman City	42,981	10.18%
Kearns Metro Township	35,242	8.35%
Eagle Mountain City	34,632	8.21%
Midvale City	34,263	8.12%
Cottonwood Heights City	33,626	7.97%
Holladay City	31,110	7.37%
Magna Metro Township	27,450	6.50%
Salt Lake County Unincorporated	10,193	2.42%
White City Metro Township	5,599	1.33%
Emigration Metro Township	1,623	0.38%
Copperton Metro Township	812	0.19%
Alta Town	378	0.09%
TOTAL	422,049	100.00%

Source: Kem Gardner Policy Institute, University of Utah
Salt Lake and Utah County Subcounty Estimates
Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

Member	POPULATION	MEMBER FEE	WEIGHTED VOTE
Millcreek City	14.29%	17.97%	16.13%
Taylorsville City	14.12%	11.52%	12.82%
Riverton City	10.48%	10.77%	10.62%
Herriman City	10.18%	8.47%	9.33%
Salt Lake County Unincorporated	2.42%	16.03%	9.22%
Midvale City	8.12%	7.48%	7.80%
Cottonwood Heights City	7.97%	6.89%	7.43%
Eagle Mountain City	8.21%	6.15%	7.18%
Kearns Metro Township	8.35%	4.31%	6.33%
Holladay City	7.37%	4.67%	6.02%
Magna Metro Township	6.50%	3.71%	5.11%
White City Metro Township	1.33%	0.82%	1.07%
Emigration Metro Township	0.38%	0.84%	0.61%
Alta Town	0.09%	0.28%	0.18%
Copperton Metro Township	0.19%	0.11%	0.15%
TOTAL	100.00%	100.00%	100.00%

UNIFIED FIRE AUTHORITY
Resolution No. **11-2019A of 2019**
(Revised and Restated Interlocal Agreement Creating Unified Fire Authority)

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN lNTERLOCAL COOPERATIVE AGREEMENT TO REVISE AND RESTATE THE CREATION AND GOVERNANCE OF THE UNIFIED FIRE AUTHORITY

A. The Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq. (the "Interlocal Cooperation Act"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency.

B. The Unified Fire Authority (the "Authority") and its member entities are public agencies for purposes of the Interlocal Cooperation Act.

C. The Authority was created in 2004 via interlocal agreement to provide fire protection, emergency medical, and other related services to its member entities.

D. The Authority and its member entities wish to revise and restate the 2004 agreement to better reflect the current status and operation of the Authority by entering into a new interlocal agreement, the "2019 Interlocal Agreement."

E. The legislative body of the Authority and its member entities will each meet in regular open session, in compliance with the Utah Open and Public Meetings Act, to approve each respective entity's entry into the 2019 Interlocal Agreement.

F. The Chief Legal Officer of the Authority has reviewed and approved the form of the 2019 Interlocal Agreement as required by Utah Code Ann. §11-13-202.5(3).

G. After careful consideration, the Board of Directors of the Authority has reviewed the form of the 2019 Agreement and determined that it is in the best interests of the Authority and its members to approve the Authority's entry into the 2019 Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Unified Fire Authority:

SECTION 1. PURPOSE. The purpose of this Resolution is to approve the entry of the Authority into an interlocal agreement.

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. The Board hereby authorizes and directs the execution and delivery of the Revised and Restated Interlocal Cooperation Agreement Between Public Entities to Create and Govern the Unified Fire Authority (the "2019 Interlocal Agreement"), in the form attached as Exhibit "A" hereto, on behalf of Authority.

SECTION 3. RECORDS. The Authority's keeper of records is authorized and instructed to keep and maintain an executed copy of the 2019 Interlocal Agreement available for inspection.

SECTION 4. EFFECTIVE DATE. This Resolution will take effect upon approval. The 2019 Interlocal Agreement will be effective when the following Interlocal Cooperation Act requirements have been satisfied: (i) the Agreement has been approved by all parties as required by Section 11-13-202(2); (ii) each party to the Agreement has submitted the Agreement to an attorney authorized to represent the said party for review as to proper form and compliance with applicable law as required by Section 11-13-202.5(3); and (iii) the approved, signed Agreement has been filed with the keeper of records of each of the parties as required by Section 11-13-209.

Passed by the Board of the Unified Fire Authority, this 19th day of November, 2019.

UNIFIED FIRE AUTHORITY

By: _____
Chair

APPROVED AS TO FORM:

_____
Chief Legal Counsel

ATTEST:

_____
Clerk

Written Consent of Board:

Kathleen Bailey, Copperton Metro Township: _____

Gary Bowen, Emigration Canyon Township: _____

Kelly Bush, Kearns Metro Township: _____

Robert Dahle, City of Holladay: _____

Reid Demman, Salt Lake County: _____

Robert Hale, Midvale City: _____

Jared Henderson, Herriman City: _____

Trish Hull, Magna Metro Township: _____

Kristie Overson, Taylorsville City: _____

Allan Perry, White City Metro Township: _____

Mike Peterson, Cottonwood Heights: _____

Jeff Silvestrini, Millcreek: _____

Richard Snelgrove, Salt Lake County: _____

Harris Sondak, Town of Alta: _____

Sheldon Stewart, Riverton City: _____

Tom Westmoreland, Eagle Mountain City: _____

Jenny Wilson, Salt Lake County: _____

EXHIBIT "A"

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES TO CREATE AND GOVERN
THE UNIFIED FIRE AUTHORITY

This Revised and Restated Interlocal Cooperation Agreement (this "2019 Agreement") is made and entered into as of the 1st day of December 2019, to be effective when all of the conditions identified in Paragraph 27 of this 2019 Agreement have been satisfied, by and between the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah (the "Service Area"); SALT LAKE COUNTY, a body corporate and politic ("County"); the TOWN OF ALTA ("Alta"), COPPERTON METRO TOWNSHIP ("Copperton"), the city of COTTONWOOD HEIGHTS ("Cottonwood Heights"), EAGLE MOUNTAIN CITY ("Eagle Mountain"), EMIGRATION METRO TOWNSHIP ("Emigration"), HERRIMAN CITY ("Herriman"), the CITY OF HOLLADAY ("Holladay"), KEARNS METRO TOWNSHIP ("Kearns"), MAGNA METRO TOWNSHIP ("Magna"), MIDVALE CITY ("Midvale"), MILLCREEK ("Millcreek"), RIVERTON CITY ("Riverton"), TAYLORSVILLE CITY ("Taylorsville"), and WHITE CITY METRO TOWNSHIP ("White City"), all municipal corporations and political subdivisions of the State of Utah. All of the above may be referred to individually as a "Party" and collectively as the "Parties." Alta, Cottonwood Heights, and Holladay may be referred to collectively at times as the "Contracting Entities." The remaining Parties, excluding the Service Area, may be referred to collectively at times as the "Service Area Members." The interlocal entity described herein is referred to as the UNIFIED FIRE AUTHORITY (the "Authority") and will also be considered a Party to this 2019 Agreement.

RECITALS

A. Several of the Parties, as well as other entities no longer affiliated with the Authority, established the Authority via interlocal agreement effective January 1, 2004, which was also subsequently amended (the "2004 Agreement").

B. The original membership of the Authority has changed over the course of its history, with the City of Draper exiting the Authority, the establishment of the Service Area as a taxing district for the purposes of funding the provision of services by the Authority to the Service Area Members, the incorporation of Millcreek and the metro townships (formerly a part of the unincorporated area of the County), and the annexation of a number of municipalities into the Service Area.

C. Throughout these changes and since its creation in 2004, the Authority has been a provider of fire suppression, emergency medical, and related services to its member municipalities and unincorporated Salt Lake County.

D. The Parties to this 2019 Agreement desire that the Authority continue to provide fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties. The Parties believe that the depth of service provided by the Authority ensures that their communities are receiving consistent and high quality service.

E. Because of the significant changes in the membership of the Authority, as well as lessons learned since its creation in 2004, the Parties agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the Authority. This 2019 Agreement is therefore intended to, and does, revise

and replace, in its entirety, the 2004 Agreement establishing the Authority, including any amendments thereto.

F. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), the Parties, all of which are "public agencies" for the purposes of the Interlocal Cooperation Act, are authorized to enter into this 2019 Agreement and to thereby maintain an interlocal entity for the provision of fire suppression, rescue services, emergency medical services, emergency protection, and related services to the Parties.

G. The Parties desire to enter into this 2019 Agreement to affirm the creation of the Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Interlocal Entity.** Pursuant to the Interlocal Cooperation Act, the Parties agree to the continued existence of the Authority as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2004 Agreement, subject to the revised and restated terms and condition found in this 2019 Agreement.

2. **Name.** The legal entity will continue to be known as the Unified Fire Authority.

3. **Summary of Scope of Services to be Provided by Authority.** The scope and type of services provided to the Parties by the Authority will be determined through the regular adoption and maintenance of a strategic plan and other policies of the Authority, adherence to standards of emergency response coverage, and the annual budget process as determined by the

Authority's Board of Directors (the "Board"). The following guidelines are intended to inform these processes for those geographical areas in which the Authority will directly provide services:

4. The Authority will staff engines and trucks with three or more firefighters in a manner to maintain coverage and response reliability within each community.
    a. In urban and suburban areas, a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority that facilitate a four-minute travel time within its built-upon area. The expectation will be for the Authority to maintain a service level that provides an Insurance Services Office ("ISO"), or similar successor rating agency, suppression rating of 3 or better.
    b. In rural/interface areas that are not yet significantly built-upon (as designated and identified by the ISO), a Party (or in conjunction with another Party or applicable building authority collectively established by Parties) will own or construct, and provide capital maintenance for, fire stations to be used by the Authority, that will meet the requirements for an ISO suppression rating of 9 (3X) or better.
    c. At the time of execution of this 2019 Agreement, the currently existing or planned stations are consistent with these guidelines.

5. **Baseline Services.** The following baseline services ("Baseline Services") are to be included in the member fee ("Member Fee") described in Paragraph 5. Additional Baseline Services to be included in the annual Member Fee must be approved by a two-thirds vote of the Board as part of its budgetary process. The Member Fee will constitute the payment mechanism

by which the Parties pay the Authority for the Baseline Services provided and will be established by the Board during the Authority's budget process:

a. Service Delivery:

i. Fire Suppression.

ii. Advanced and Basic Life Support First Response and emergency transport.

iii. Fire Prevention, including Fire Code review and enforcement.

iv. Fire / Arson Investigation and Bomb Squad.

v. Public Information and Community Events.

vi. Special Operations: hazardous materials, heavy rescue, search and rescue, and surface water rescue.

b. Support Services. Support services such as administration, finance, legal, human resources, information technology, medical, training, and logistics necessary for the delivery of the services stated above.

c. Capital Purchasing. Timely payment of all debt obligations incurred in capital purchasing and replacement of apparatus and equipment necessary for the delivery of the services stated above.

6. **Member Fee.** Fees and costs for services attributable to the Member Fee will be transparently disclosed and stated with reasonable specificity in each annual budget adopted by the Board. The Board will adopt policies that allow for the guidance and development of the budget. Parties will be provided reasonable notice prior to any significant change in the level of services or reallocation of the Authority's resources compared to the prior fiscal year. Each

Contracting Entity will be charged an individual Member Fee and the Service Area will be charged one Member Fee for all of the Service Area Members. Service Area Members will not be charged an individual Member Fee.

7. **County-wide Fire and Emergency Services**. The County (not the other Parties) may budget funds from its County-wide fund to provide county-wide services ("County-wide Services"). Funding for County-wide Services will be separate from fees and other funding agreements provided under this 2019 Agreement. The Authority will prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County. The nature and level of County-wide Services provided by the Authority will be in accordance with the funding budgeted by the County. County-wide Services will be integrated into the command structure and organization of the Authority and include the following:

a. Emergency Operation Center and Emergency Planning. Providing emergency services including grant administration; preparing, drafting and reviewing emergency operation plans for County-wide emergency services in accordance with requirements of federal and state statutes and for use by other government agencies in times of disaster or other emergencies; and providing local emergency planning committee services.

b. Recreation Area Services. Providing fire and emergency medical protection services to areas designated as recreational areas pursuant to Utah Code Ann. §17-34-101, et. seq., or any similar successor provision.

c. Additional County-wide Services. Additional County-wide Services may be established by separate agreement between the Authority and the County without the need to amend this 2019 Agreement.

8. **Enhanced Services**. A Party may individually enhance the level of Baseline Services provided by the Authority to that Party at an additional cost. The enhancement, cost, and start date of the new enhanced service ("Enhanced Services") are subject to pre-approval by the Board. The additional fee for Enhanced Services will accrue as of the date such services begin and be due and payable as part of that Party's Member Fee as provided for in this 2019 Agreement or, in the case of a Party that is part of the Service Area, a separate Enhanced Services fee paid separately to UFA by the Party receiving such services.

9. **External Contract Services.** By separate agreements, other agencies may receive and separately fund services. The Board must approve the extension of external contract services. Examples of current external contracts services being provided include:

a. Urban Search & Rescue program funded by FEMA grants.

b. Camp Williams Fire Management Officer and suppression funded by the Utah National Guard.

c. Utah Data Center protection funded by the Utah Military Installation Development Authority.

d. The JATC fire school program funded by the Jordan School District.

10. **Governance and Administration of Authority.** The Authority's governing body is its Board, which is comprised of representatives of the Parties served by the Authority (each of which is a "Board Member"). Although the Service Area is a Party to this 2019 Agreement, its role is to act as a taxing district to pay for the Authority's services for the benefit of its members, and will therefore not have any separate, direct representation on the Board beyond its individual members' participation on the Board.

a. Board of Directors.

i. Each city and metro township to which the Authority provides services will receive a position on the Board, regardless of whether they are a Contracting Entity or Service Area Member.

ii. The County will receive two positions on the Board. One Board Member will be the County Mayor, or a Deputy Mayor or Associate Deputy Mayor as designated by the County Mayor, and one Board Member will be appointed from the County Council.

iii. Except for the County as provided for in subparagraph a(ii), each Board Member must at all times be an elected official of the Party and either a mayor or councilmember of the municipality's governing body.

iv. A Party may designate, on an annual basis, an "alternate" Board Member (who must still qualify under subsections a.ii and a.iii above and be designated in writing to the Authority), to attend and fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is unable to attend. Board Members are encouraged to appear remotely via phone or video if they are unable to attend in person before utilizing this option and to provide as much notice as possible to staff that the alternate will be attending.

v. Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution of appointment from the applicable Party notifying the Authority of such action.

vi. Board meetings, and all actions taken thereby, will require a quorum be present and will operate in compliance with the Open and Public Meetings Act (Utah Code Ann. §52-4-101, et seq.), or successor applicable open meetings law.

vii. Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, etc. will be established and adopted by the Board as written policies and procedures.

viii. Recognizing the significant time commitment in Board participation, Board Members may, at the discretion of the Board, receive an annual stipend in an amount to be determined by the Board pursuant to the annual budget process for their participation on the Board. While not specifically applicable to the Authority, the Board will comply with the requirements of Utah Code Ann. §10-3-818, or similar successor statutory provision, for any instigation or increase in said stipend. Nothing in this Agreement will prevent an individual Party from compensating, in its discretion, its representative Board Member directly for time spent on Authority matters.

b. Voting.

i. For all matters related to the governance of the Authority, each Board Member will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of at least a majority of the Board at a duly noticed meeting; i.e., the affirmative vote of at least a majority of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members (or alternates) representing separate Parties who are present at a Board Meeting may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the Authority's services in comparison to the total of all Member Fees (Member Fees for this calculation do not include payments for County-wide services provided for in Paragraph 6). UFSA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party's population to the total population of the communities served by the Authority, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

3. Each Party's Member Fee Percentage and its Population Percentage will then be averaged (i.e. 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Party.
4. The County's Weighted Voting Percentage will be divided and allocated equally to each of the County's Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County's Weighted Voting Percentage.
5. An example of this calculation as it would occur as of October 1, 2019 is attached hereto as Exhibit "B" with the calculation of the Member Fee Percentage shown in Table 1, the Population Percentage shown in Table 2, and the Weighted Voting Percentage shown in Table 3.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the majority of the weighted vote, i.e. a vote that exceeds fifty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

c. Executive Staff:

i. The Board will directly supervise, appoint, and be responsible for removing the Fire Chief/CEO of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Fire Chief/CEO setting forth the terms and conditions of employment.

ii. The Board will directly supervise, appoint, and be responsible for removing the Chief Legal Officer of the Authority. The Board will negotiate, approve, and execute a written employment agreement with the Chief Legal Officer setting forth the terms and conditions of employment.

iii. The Fire Chief will supervise the Chief Financial Officer of the Authority, but will require ratification of the Board for any appointment or removal of an individual to the position of Chief Financial Officer.

iv. The Merit System Coordinator, as described in Exhibit A to this 2019 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the Authority's Fire Merit System. Upon request of the Board, the Fire Chief will make a nomination or, at the request of the Board, nominations of a candidate or candidates for the position of Merit System Coordinator and the Board will appoint a person to the position.

v. All other employees will be supervised by the Fire Chief pursuant to policies adopted by the Authority and Exhibit A to this 2019 Agreement.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of the Authority. These Board Policies

will inform and direct a set of operational policies created and adopted by the Fire Chief/CEO in consultation with the CLO and Command Staff.

11. **Non-Station Facilities**.

a. Other Facilities. If the Authority wishes to construct an additional public safety facility, such as a facility for administration, logistics, training, etc., the Board will equitably apportion the cost to construct or remodel any such public safety facility that is used to provide the Baseline Services to the Parties similar to the apportionment of the Member Fee for Baseline Services. If the benefit of such facility specifically inures to one or more Parties to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Party or Parties to be paid as an addition to the Member Fee (in the case of a Party who is part of the Service Area as a separate fee similar to one charged for Enhanced Services) or by the application of a Party's collected impact fees.

b. Transition of Stations. Should the Authority decide to discontinue its use of a fire station as an emergency response facility, but the Authority and the owning Party agree that the Authority may continue to use it for another purpose in support of its provision of services, the Authority will assume the capital maintenance responsibility for such facility and will occupy it with an annual lease payment of $1.00 to the owning Party.

12. **2004 Equipment.** The 2004 Agreement provided a specific description of equipment conveyed to the Authority by the Parties then forming the Authority. The time elapsed since the 2004 Agreement means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The

Authority represents that any such equipment detailed in the 2004 Agreement is no longer of any value or has been so incorporated into the Authority inventory that it no longer represents identifiable items of separate property. The Parties therefore agree to disclaim any rights to return of property found in the 2004 Agreement and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2019 Agreement.

13. **Employees.** The Parties (excluding the Authority) agree that no Party will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees of the Authority beyond the assessment of the Member Fee.

14. **Merit System.** The Parties agree that the Authority will operate with a Merit System for sworn fire-fighter employees as provided for in Exhibit A and any policies duly adopted to be consistent therewith and general merit principles.

15. **Reports, Audits, and Performance Measures.**

a. The Authority will be subject to Utah Code § 11-13-501 et seq., or successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to the Authority will be determined by policies and procedures adopted by the Board. The budgeting cycle for the Authority will be via a fiscal year beginning July 1 and ending June 30 of the succeeding year.

b. To ensure transparency, the Authority will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

c. The Authority will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Party may make a request for the creation of such a report at any time and Authority will use its best efforts to prepare such a report in a timely manner.

16. **Indemnification.** The services the Authority provides are governmental functions and the Parties are all governmental entities under the "Governmental Immunity Act of Utah" (Utah Code § 63G-7-101, et seq.), or successor provision (the "Immunity Act"). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity(including reasonable attorney's fees and costs of suit) relating to or arising from actions of that Member's elected and appointed officers or employees or the Authority's enforcement of any ordinances of that Party that is alleged to be unconstitutional or illegal.

17. **Term**. This 2019 Agreement will be effective as of the date it is fully approved and executed by the Parties and, unless terminated as provided for herein, will be in effect for a term of twenty-five years. The Parties agree that every five years this 2019 Agreement will be brought before for the Board for review and discussion to determine if revisions are necessary to

better accomplish its goals given any changes in circumstances or law that have occurred over the preceding years.

18. **Withdrawal.**

a. Cooperation. If a Party wishes to withdraw from the Authority and the terms and conditions of this 2019 Agreement, the Parties agree to work cooperatively in such a manner as to minimize the harm to any Party and the public safety of the citizens of all Parties. The Authority will respect the desire and decision of the withdrawing Party, and the withdrawing Party will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact reasonably possible on the Authority and remaining Parties.

b. Requirements.

i. Due to the complexities of the operation of the Authority and the significant impact a withdrawal may have on the other Parties, a Party must provide at least twelve months' advance notice as to the date it wishes to withdraw from the Authority. Those twelve months will run from the date the UFA Fire Chief and CLO receive a written notice of withdrawal from the withdrawing Party. The Parties acknowledge that the annual Member Fees paid to the Authority do not constitute the establishment of a debt for any Party and will be paid as services are provided. Furthermore, the Parties acknowledge that the inclusion of a twelve months' withdrawal period renders this 2019 Agreement one of reasonable duration.

ii. The twelve month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Party and the Authority, if approved by the Board.

iii. Upon providing notice of its intent to withdraw, the withdrawing Party's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Party's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Party's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Party. If a withdrawing Party revokes its intent to withdraw, its Board and Committee positions will be reinstated.

iv. The Parties and the Authority agree that if a Party withdraws and subsequently forms or participates in a new fire department with other Parties, that the Authority and withdrawing Party will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the Authority and withdrawing Party, subject to approval of the withdrawing Party's governing body.

v. Upon receiving a notice of intent to withdrawal, the Parties will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Paragraph 17.

c. Disposition of Stations or Equipment.

i. Station Lease. The Authority will cease using the stations owned by the withdrawing Party upon the effective date of the Party's withdrawal. The withdrawing Party, or other station owner, will receive the station in an as-is condition as of the effective date of the withdrawal. If the withdrawing Party is not the owner of the station at the time of withdrawal and it wishes to use the station after withdrawal, the withdrawing Party will be responsible for coordinating such use with the station's owner. The Authority will use its best efforts to maintain the station in its condition from the date of the notice to the date of withdrawal, but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the station outside of its control.

ii. Improvements. If the Authority has constructed or incorporated improvements or fixtures into the real property of the stations that cannot be removed without destroying the improvement's value, the withdrawing party will reimburse the Authority for the depreciated value of the improvements at the time of withdrawal using a ten year straight line depreciation period with no residual.

iii. Station Inventory. The Authority and the withdrawing Party will meet and confer to create a property disposition plan to account for supplies and

equipment located in the stations serving the withdrawing Party that are to be vacated by the Authority. This plan will contain an inventory of any items for which the withdrawing Party can specifically prove ownership. The withdrawing Party will be entitled to retain only such inventoried items upon withdrawal. All other supplies or equipment used or installed by the Authority during its normal operations and procurement will not be included in this inventory and will be retained by the Authority or sold to the withdrawing Party pursuant to the terms of this 2019 Agreement.

iv. Apparatus and Equipment. If the withdrawing Party has transferred apparatus or equipment to the Authority and such apparatus or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the Authority's inventory, those units will be returned to the withdrawing Party. All apparatus and equipment purchased through the Authority's capital replacement plan is owned by the Authority.

v. Debt Obligation. Although the withdrawing Party will not be obligated to continue its portion of the payment for any debt of the Authority related to the acquisition of apparatus and equipment, however, the withdrawing Party will not have any property right to any such apparatus and equipment in the stations serving the withdrawing Party except as provided for above.

vi. Sale of Apparatus or Equipment. Unless it determines doing so will cause harm to the remaining Parties, the Authority will offer to sell engines, trucks, ambulances, and/or other equipment (each "a unit") assigned to the

stations serving the withdrawing Party at full market value (i.e. the retail price the unit would cost in an arms-length transaction given its age and condition at the time of purchase by the withdrawing Party) as determined by a mutually agreed-upon third party appraisal (hereinafter "FMV"). The withdrawing Party is not obligated to make such a purchase.

1. Any units that were purchased as part of a current, outstanding loan or lease to the Authority will be retained by the Authority. A withdrawing Party may acquire such a unit if the withdrawing Party is able to assume full financial responsibility of the underlying obligation and obtain a full release of the Authority's obligation to maintain ownership of the unit as collateral for any loan, lease, or other transaction. Such an assumption of liability and release will be subject to agreement with the Authority, including the potential payment of consideration to the Authority to account for any equitable value of the asset (i.e. payment of FMV less the assumed obligation) or the obligation being paid and released through the Authority (i.e. payment of FMV and receipt of the unit without any attached debt obligation), and will only be considered if such a transaction does not adversely affect the Authority's operations or the financing of the Authority's other assets. The Authority may also substitute another unit as appropriate.

2. If the withdrawing Party wishes to acquire additional apparatus and equipment units beyond that serving the withdrawing Party, the Authority, at its option, may offer additional apparatus or equipment at FMV.

d. Personnel. If the withdrawing Party plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Party agrees to provide (or to encourage, in good faith, the existing department it is joining to provide) an employee selection process exclusively for interested, existing staff of the Authority prior to engaging in an open and public recruitment for staffing.

   i. This process does not include recruitment for Fire Chief or other and executive level positions.

   ii. The withdrawing Party is not obligated to hire those who apply during this process, merely to give existing staff of the Authority the first opportunity to potentially fill the prospective new positions.

   iii. The withdrawing Party agrees that employees of the Authority that are hired by the withdrawing Party will have the option to either: 1) receive a payout of their Authority vacation balance directly from the Authority on the employee's date of separation pursuant to the Authority's then existing policy; or 2) transfer of their vacation hours to their new position with the withdrawing Party. In the event of a transfer and acceptance of vacation hours, the Authority will pay to the withdrawing Party the value of the

vacation hours at the employee's wage rate as of the employee's last day with the Authority.

iv. Sick leave balances of employees hired by the withdrawing Party will not transferred and will be handled pursuant to internal policy and procedure of the Authority.

v. Retirements contributions by the Authority for the any employee leaving the Authority and starting work with a withdrawing Party will cease upon the employee's last day with the Authority.

vi. The Authority will allow any fire fighter leaving the Authority and moving to the withdrawing Party to take their existing, issued personal protective equipment ("PPE") with them to their new employment with the withdrawing Party. The ownership of the PPE will be transferred to the withdrawing Party at no cost.

e. Licenses. The Authority will work in good faith with the withdrawing Party to secure or transfer the necessary licenses or contractual arrangements for the provision of emergency ground transportation.

19. **Admission of New Parties**. The Parties anticipate that during the term of this 2019 Agreement additional governmental entities may wish to join the Authority and be bound to the terms and conditions of this 2019 Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the Authority will apply equally to the addition of a new Contracting Entity to the Authority and to the addition of a municipality to the Service Area. The process and requirements should occur prior to the statutory process required for such admission of a municipality to the Service Area, and any entity that approaches the

UFSA Board or a UFSA Board Member about joining the UFSA will be directed to speak first to the UFA Chair and/or the Fire Chief. Admission of an additional Party will be pursuant to the following process and conditions:

a. The Fire Chief will advise the Board Chair of any expressed interest in joining the Authority of which the Fire Chief becomes aware, and the Board Chair will advise the Fire Chief of any expressed interest in joining the Authority of which the Board Chair becomes aware. The Fire Chief and Board Chair will then have the authority to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the Authority to gauge feasibility or level of interest in joining. However, neither the Fire Chief nor the Board Chair is authorized to discuss the potential of an entity joining the Authority in a public setting without prior notice to and permission from the Board. Further, neither the Fire Chief nor the Board Chair may make any agreements with the potential new member concerning joining the Authority without complying with the requirements of this Paragraph 18.

b. Under the direction of the Board, the Authority's staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (provided that these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this 2019 Agreement)**:**

    i. Population and population density within the proposed municipality;

ii. Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

iii. Projected growth in the proposed municipality during the next five years;

iv. The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the Authority in similar municipalities;

v. The number, classification, and cost of wages, salaries, and benefits of any line and staff employees that the proposed municipality desires the Authority to absorb as part of joining the Authority assuming that:

1. The Authority will agree to accept all fire personnel assigned to engines, trucks, and ambulances;
2. The Authority will have the option to consider employment of Chief Officers or other staff;
3. Employees transferred to the Authority will transfer with:
    a. Wages normalized to the Authority pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the Authority wage schedule;
    b. Seniority equal to years of full time career experience with the joining municipality on last day of employment with the joining municipality;

c. Vacation leave balance on last day of employment with a calculation of the total liability for vacation accrual that will be paid for by the joining municipality;

d. Sick leave balance on last day of employment (if hours exceed existing Authority cap, cost for municipality to buy down the employee's sick leave prior to transferring to the Authority).

vi. The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the Authority by the municipality including in the study the feasibility of:

1. A Contracting Entity retaining ownership of the fire stations and being responsible for capital maintenance, or a Service Area Member transferring station ownership and responsibility for capital maintenance to the Service Area.
2. Transferring necessary assets, such as apparatus, equipment, PPE, station supplies, etc. to the Authority to provide the services to the joining municipality.

vii. An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the Authority to acquire in order to provide the services to the joining municipality.

viii. The fiscal impact that the joining municipality's addition has on other Parties by the Authority, including any Member Fee changes that may become necessary to maintain existing levels of service for current Parties.

ix. The impact of adding the municipality to the Authority service area on the Insurance Service Office (ISO) Fire Insurance Community Grading currently held by the Authority.

x. Any other factor that staff considers relevant to the question of admitting a new municipality to the Authority.

c. A joining municipality, depending upon the circumstances and the equities involved in its joining the Authority, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the circumstances, including the assets and liabilities the municipality will be transferring to the Authority

d. Approval of a new municipality as either a Contracting Entity or as a new member of the Service Area would require a two-thirds affirmative vote of the Authority's Board at a duly noticed meeting (i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting) and the new member agreeing to sign as a Party to this 2019 Agreement.

e. After approval by the Board just described, an entity desiring to join the Authority by joining the Service Area (as opposed to becoming a Contracting Entity), must file a resolution to initiate the Annexation procedures set forth in Title 17B, Chapter 1, Part 4 of the Utah Code. As this process is statutory in nature, a successful annexation cannot be guaranteed. For instance, the annexation statute allows for a certain number of citizen protests to halt an annexation, or to force an election on the matter.

f. The incorporation of a previously unincorporated area, served by the Authority and located within the Service Area, as a new municipality that remains in the Service Area will not be considered an admission of a "new" Party under this Paragraph. Such municipality will receive a position on the Board as described in Paragraph 9.

g. A municipality leaving the Service Area to become a Contracting Entity will not be considered a "new" Party, but will be subject to the Member Fee system and calculation for contracting parties as adopted in the current budget.

20. **Coverage Area.** The coverage area of the Authority may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Parties. The Parties agree to notify the Authority, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Parties agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

21. **Service Area.** The Service Area Members are each individual municipalities and are served by the Authority. Each Service Area Member is therefore a separate and independent Party under the terms of this 2019 Agreement and enjoys the rights and remedies provided for herein. In the event of a split in position or controversy between or among the Service Area Members, those Parties agree that such will be resolved within the context of the membership and governance of the Service Area and the provisions of this 2019 Agreement will not be used to frustrate the Service Area's purposes or otherwise harm the operations of the Authority in providing services to the citizens of the Parties. Similarly, the Authority will assist to the degree

reasonably possible any Party wishing to switch from a Contracting Entity to a Service Area Member, or vice versa, to accomplish that Party's goal without discrimination or harm to any other Party. An alteration in the composition of the Service Area that does not increase the extent of the Authority's services to another geographic area needs only to be accompanied by a written acknowledgement reflecting such composition without any need to undergo the amendment process provided for in Paragraph 25. For example, if an unincorporated area that is part of the Service Area incorporates into a municipality or a metro township incorporates into a city, and such new entity remains in the Service Area such that Authority services will continue, no amendment is necessary and the new entity may simply sign an acknowledgement to be bound by the terms of this 2019 Agreement as a Party in its newly established form. It will then be considered, in its new form, as a Party to this 2019 Agreement without the need for further action by the other Parties

22. **Remittance.** Each Party will prospectively remit the payments required to the Authority by this 2019 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between the Authority and a Party, a Party may also pay prospectively amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

23. **Breach or Failure to Pay.**

a. A failure to timely pay the Member Fee or other payment due to the Authority will be considered an immediate and material breach of this 2019 Agreement. Upon such failure to pay, the Authority will notify the breaching Party of the alleged breach and provide thirty days for the breaching Party to remedy the

alleged breach. Authority will continue to provide the services provided for in this 2019 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after thirty days will result in the Authority being allowed to declare a default of this 2019 Agreement. Upon declaration of default, the Authority may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 17 for the breaching Party.

b. Upon a material breach of this 2019 Agreement by a Party not involving a failure to pay an amount due, the non-breaching Party or Parties will notify the breaching Party of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Party fails to remedy the alleged breach, the non-breaching Party or Parties may declare a Default of this 2019 Agreement and seek appropriate remedies in law or equity.

24. **Termination.** Due to the nature of the services being provided and the structure of the Authority, this 2019 Agreement cannot be terminated in its entirety except by the expiration of its term, by the mutual agreement of all Parties that the Authority should be dissolved as an interlocal entity, or by any other method now or hereafter provided in the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et.seq. The Agreement may be terminated as to an individual Party pursuant to the withdrawal process provided for Paragraph 17. Upon withdrawal this 2019 Agreement will be terminated with respect to the withdrawing

Party, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Party.

25. **Dissolution.** The Authority may be dissolved and operations terminated upon the unanimous written consent of all Parties to this 2019 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Party still identifiable as separate property with a right of return will be returned to such Party and any remaining assets (whether real property or personal property) of the Authority will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Party and the denominator of which is the aggregate amount of Member Fees paid by all of the Parties to the Authority for services. Any unpaid liabilities of the Authority will be paid by the Parties based on the same fraction. Such liability will be a joint liability.

26. **Amendment.** This 2019 Agreement may not be amended except by written instrument signed by all Parties. Amendments will be approved as follows:

a. Amendments may be proposed to the Board by any Party or staff of the Authority.

b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Parties by a vote of at least two-thirds of the Board present at a duly noticed meeting; i.e., the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

c. Upon advancement, each Party (not including the Authority or the Service Area) must present the proposed amendment to their appropriate legislative bodies for review and consideration.

d. Each Party (not including the Authority or the Service Area) will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.

e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting; i.e. the affirmative vote of at least two-thirds of all Board Members rather than two-thirds of a quorum of the Board Members present at the particular meeting.

f. Upon approval by the Board pursuant to this Paragraph, all Parties must agree to the final Amendment via a written document amending this 2019 Agreement within sixty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Paragraph 17.

27. **Notices**. All notices, requests, demands, and other communications hereunder will be in writing and given to any Party by delivering a copy, via U.S. Mail, to the Mayor (or if applicable to the form of government, the Council Chair or City Manager) of any municipal or County Party, sent to that Party's official governmental office address, with a copy also sent to the same official office and addressed to "City/County Attorney or Chief Counsel." For the Authority or Service Area, notices should be sent to the following:

If to Authority:
Unified Fire Authority
Office of the Fire Chief
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West

Salt Lake City, UT 84119

If to Service Area:
Unified Fire Service Area
Office of the Administrator
3380 South 900 West
Salt Lake City, UT 84119

With a copy to:
Fabian VanCott
Attn: Rachel Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
randerson@fabianvancott.com

28. **Interlocal Cooperation Act.** The Parties enter into this 2019 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. This 2019 Agreement maintains and affirms the creation of the separate interlocal entity known as the "Unified Fire Authority" that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The Authority will be governed by its Board and according to the provisions of this 2019 Agreement.

c. Because this 2019 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Party agrees by its signature that this 2019 Agreement has been presented and approved by that Party's legislative body by a resolution or ordinance that is in compliance with Utah Code Ann. § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Party in compliance with Utah Code Ann. § 11-13-202.5(3). Furthermore,

upon approval and execution by the Parties, each Party agrees to keep a copy of this 2019 Agreement on file with the Party's keeper of records.

29. **Entire Agreement**. This 2019 Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this 2019 Agreement, and this 2019 Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Parties, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the Authority as an interlocal entity as provided for in this 2019 Agreement remain in full force and effect and subject to their own respective terms and conditions.

30. **Governing Law & Venue.** The provisions of this 2019 Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this 2019 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

31. **Disputes**. In the event of disputes and in the absence of any agreement to the contrary, the Authority will continue to provide services during any litigation and the adverse Party will continue to make payments to the Authority in accordance with the terms of this 2019 Agreement to ensure the continued protection of public safety within the Party's communities. This provision may be enforced by injunctive relieve by the courts if necessary.

32. **Waiver.** No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this 2019 Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this 2019 Agreement. Either Party may, by

notice delivered in the manner provided in this 2019 Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

33. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this 2019 Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

34. **Counterparts.** This 2019 Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this 2019 Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this 2019 Agreement to be duly executed effective as provided in Paragraph 27.

[signatures begin next page]

EXHIBIT A

DEFINITIONS

The terms used in this Fire Merit System plan shall be defined as follows:

a. "Agreement" shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Fire Authority.

b. "Board" shall mean the Board of Directors of the Unified Fire Authority.

c. "Chief" shall be the Fire Chief of the Unified Fire Authority fire department.

d. "Commission" shall mean the Merit Commission of the Fire Merit System.

e. "Coordinator" shall be the Coordinator for the Fire Merit System.

f. "Fire Department" shall mean that part of the Unified Fire Authority which provides fire operational and support services, under the direction of the Chief.

g. "Members" shall mean the municipalities and county which are signatories of the Agreement.

h. "Merit System" shall mean the Fire Merit System created to govern personnel matters in UFA, as established by this Exhibit.

i. "Plan" refers to the Fire Merit System Plan, which creates the Merit System and governs personnel matters therein.

j. "UFA" shall mean the Unified Fire Authority.

FIRE MERIT SYSTEM

1. Employment in the United Fire Authority ("UFA") will be governed by the Fire Merit System as set out in the Agreement, this Fire Merit System Plan ("Plan"), and policies and procedures adopted under paragraph three below.

a. All employees of the UFA, with the exception of merit-exempt administrative staff and temporaries, will be covered by a Fire Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.

b. Merit-exempt administrative employees may be appointed by the Board and shall include a fire chief and such other administrative positions which by their nature are confidential or key policy-making or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at will. Merit-exempt

employees, who appointment expires or is terminated except for cause, shall be returned to the previous merit position held.

c. Temporary employees, which includes administrative or support staff employees who work less than 1040 hours per year, paid-call firefighters, or wild-land firefighters are merit-exempt and are at will.

2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:

a. Hiring, selecting, advancing and disciplining employees based on ability, knowledge and skill;

b. providing fair and adequate compensation;

c. training employees to assure high quality performance;

d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected;

e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;

f. providing information regarding political rights and prohibited practices; and

g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.

a. Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including fire fighters and non-fire fighters. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.

b. The Board shall adopt a comprehensive fire merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.

4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).

a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction, and at the pleasure of, the Board.

b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the Fire Chief.

c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the Fire Chief, in accordance with policies and procedures adopted by the Board.

5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission ("Commission").

a. The Commission shall consist of three persons ("Commissioners") appointed by the UFA Board.

b. Commissioners shall be persons who are experienced in personnel, civil service or related matters and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UFA or of Salt Lake County or any municipality contracting with the UFA. Commissioners shall be appointed for three year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed, by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodations shall be provided by the Board.

c. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within the fire, emergency, and support command structure.

d. Any appeals by employees regarding general pay inequities which significantly affect the cost of Baseline Services (Agreement paragraph 3), are not heard by the Commission, but are appealed to and resolved by the UFA Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by Board.

6. The UFA's operational services, including fire, paramedic, emergency and support staff services, are provided by the UFA Fire Department ("Department"). Personnel administration as set out below in the Department is the responsibility of the Fire Chief.

a. The Fire Chief is responsible for management of the Fire Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Fire Chief shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel and training.

b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Fire Chief and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.

c. The Fire Chief shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.

d. The Fire Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the Fire Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.

7. Amendments to this Plan may be proposed by the Fire Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of the County and of each city contracting with the UFA for consideration and approval. If at least two-thirds of the legislative bodies of the County and cities concur in the proposed amendment, it shall be adopted and become part of this plan.

EXHIBIT "B"

Table 1. MEMBER FEE PERCENTAGE			
Member	**FUNDING TO UFA**	**% of UFSA**	**% OF FUNDING**
UFSA*	$48,890,839		88.17%
Millcreek City		20.38%	**17.97%**
Salt Lake County Unincorporated		18.18%	**16.03%**
Taylorsville City		13.06%	**11.52%**
Riverton City		12.21%	**10.77%**
Herriman City		9.61%	**8.47%**
Midvale City		8.49%	**7.48%**
Cottonwood Heights City	$3,818,822	n/a	**6.89%**
Eagle Mountain City		6.98%	**6.15%**
Holladay City	$2,586,904	n/a	**4.67%**
Kearns Metro Township		4.89%	**4.31%**
Magna Metro Township		4.21%	**3.71%**
Emigration Metro Township		0.96%	**0.84%**
White City Metro Township		0.93%	**0.82%**
Alta Town	$152,665	n/a	**0.28%**
Copperton Metro Township		0.12%	**0.11%**
TOTAL	55,449,230	100.00%	100.00%

*UFSA's percentage of UFA Member Fees is divided between UFSA members based on taxable value:

UFSA BREAKDOWN BY 2019 TAXABLE VALUE

UFSA Members	Taxable Value	% of total
Copperton Metro Township	33,690,335	0.12%
Eagle Mountain City	1,943,067,756	6.98%
Emigration Metro Township	266,505,821	0.96%
Herriman City	2,675,129,875	9.61%
Kearns Metro Township	1,362,438,642	4.89%
Magna Metro Township	1,171,724,025	4.21%
Midvale City	2,363,336,028	8.49%
Millcreek City	5,675,214,848	20.38%
Riverton City	3,401,242,120	12.21%
Salt Lake County Unincorporated	5,063,126,841	18.18%
Taylorsville City	3,637,908,383	13.06%
White City Metro Township	257,643,776	0.93%
TOTAL	27,851,028,450	100%

Table 2. POPULATION PERCENTAGE

Municipality	Population	% of Total
Millcreek City	60,308	**14.29%**
Taylorsville City	59,601	**14.12%**
Riverton City	44,231	**10.48%**
Herriman City	42,981	**10.18%**
Kearns Metro Township	35,242	**8.35%**
Eagle Mountain City	34,632	**8.21%**
Midvale City	34,263	**8.12%**
Cottonwood Heights City	33,626	**7.97%**
Holladay City	31,110	**7.37%**
Magna Metro Township	27,450	**6.50%**
Salt Lake County Unincorporated	10,193	**2.42%**
White City Metro Township	5,599	**1.33%**
Emigration Metro Township	1,623	**0.38%**
Copperton Metro Township	812	**0.19%**
Alta Town	378	**0.09%**
TOTAL	**422,049**	**100.00%**

Source: Kem Gardner Policy Institute, University of Utah
Salt Lake and Utah County Subcounty Estimates
Subcounty Estimates Data (Excel Format) / City-Population tab / Total Population column

Table 3. WEIGHTED VOTING PERCENTAGES

Member	POPULATION	MEMBER FEE	WEIGHTED VOTE
Millcreek City	14.29%	17.97%	**16.13%**
Taylorsville City	14.12%	11.52%	**12.82%**
Riverton City	10.48%	10.77%	**10.62%**
Herriman City	10.18%	8.47%	**9.33%**
Salt Lake County Unincorporated	2.42%	16.03%	**9.22%**
Midvale City	8.12%	7.48%	**7.80%**
Cottonwood Heights City	7.97%	6.89%	**7.43%**
Eagle Mountain City	8.21%	6.15%	**7.18%**
Kearns Metro Township	8.35%	4.31%	**6.33%**
Holladay City	7.37%	4.67%	**6.02%**
Magna Metro Township	6.50%	3.71%	**5.11%**
White City Metro Township	1.33%	0.82%	**1.07%**
Emigration Metro Township	0.38%	0.84%	**0.61%**
Alta Town	0.09%	0.28%	**0.18%**
Copperton Metro Township	0.19%	0.11%	**0.15%**
TOTAL	100.00%	100.00%	100.00%

RESOLUTION NO. R- -2019

PREAMBLE

A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING A REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN EAGLE MOUNTAIN CITY AND OTHER ENTITIES TO CREATE AND GOVERN THE UNIFIED FIRE AUTHORITY

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to enter into this agreement to affirm the creation of Unified Fire Authority, refine the description of its membership, and revise the governance of, and terms and conditions of service by, Unified Fire Authority.

NOW THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah, that the Interlocal Cooperation Agreement between Eagle Mountain City and other entities to create and govern the Unified Fire Authority is amended and adopted as set forth specifically in Exhibit A.

This Resolution shall take effect upon its enactment by the City Council.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2019.

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 on this 3rd day of December, 2019.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Stephanie Gricius	☐ Stephanie Gricius	☐ Stephanie Gricius
☐ Benjamin Reaves	☐ Benjamin Reaves	☐ Benjamin Reaves

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Sage Park Business Center Development Agreement.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	Isaac Patterson		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Planning

RECOMMENDATION:

BACKGROUND:
On November 19th the City Council approved a rezone for the Sage Park Business Center from Residential to a mix of Commercial Storage and Business Park, with a condition of approval that required a development agreement that specified permitted and conditional uses, and included a concept plan that would generally be followed as the property is developed.

Attachments:
Sage Park Business Center Development Agreement
Sage Park Business Center Concept Plan
Sage Park Zone Change Descriptions
RES--Sage Park Business Center Development Agreement

When Recorded Return To:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

DEVELOPMENT AND USE AGREEMENT FOR THE SAGE PARK BUSINESS CENTER AND RESIDENTIAL DEVELOPMENT AREA

This *Development Agreement for the Sage Park Business Center and Residential Development Area* (this "Development Agreement" or "Agreement") is entered into between Eagle Mountain City, a Utah municipal corporation (the "City") and Patterson Construction, Inc., a Utah corporation ("Developer"). City and Developer shall be referred to as the "Parties" to this Agreement, and individually each as a "Party".

This Agreement is made with reference to the following facts.

A. Developer is the owner of certain real property located in Eagle Mountain City which property is described on Exhibit A, attached hereto and incorporated herein (the "Property").

B. The Property is currently zoned Residential and is subject to an approved preliminary plat (the "Approved Preliminary Plat").

C. Developer has submitted an application to the City to rezone the Property to a mix of Business Center and Residential, which will require Developer to vacate a portion of the Approved Preliminary Plat.

D. The City has approved the rezone of the Property subject to developer agreeing to the conditions and restrictions set forth in the Agreement with respect to the development and use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Governing Standards. The Parties agree that the recitals stated above are incorporated into and form a part of this Agreement. Persons and entities hereafter developing or using the Property or any portions of the project thereon shall accomplish such development in

accordance with the provisions of the Eagle Mountain Municipal Code ("EMMC"), ordinances, and regulations (collectively "City's Laws") in effect as of the date of this Agreement, and the provisions of this Agreement. This Agreement contains certain requirements and conditions for development and use of the Property and the Project in addition to those contained in the City's Laws. Development of the Property shall be governed by the procedures, standards and requirements of the City's Laws in effect as of the date of this Agreement and the approved final plat or plats for the project. In the event of a conflict between the terms of the City's Laws then in effect and the terms of this Agreement, the terms of this Agreement shall control.

2. General Land Use Plan. The Property shall be developed in the general configuration as shown on the concept plan attached hereto as Exhibit B, and incorporated herein (the "Concept Plan"). The Parties understand that the final size, configuration and layout of buildings may vary slightly from the Concept Plan.

3. Collector Road Dedication. The Property shall be developed in the general configuration as shown on the concept plan attached hereto and incorporated herein (the "Concept Plan"). In consideration for the City rezoning the Property, Developer shall construct and dedicate to the City a 94' wide Major Collector Road in accordance with the design standards in Eagle Mountain City Code Table 16.35.130(b) in the location shown on the Concept Plan (the "Collector Road").

3. Zoning and Land Uses.

A. The portion of the Property to the North of the collector road shall be zoned as follows:

1. Up to but not exceeding nine (9) acres in the North corner of the Property shall be zoned Commercial Storage in accordance with EMMC Chapter 17.38 (the "Commercial Storage Area"). The Commercial Storage Area shall not be directly adjacent to the Collector Road. Self-storage or mini-storage units shall be Permitted Uses within the Commercial Storage Area.

2. The remaining portion of the Property to the North of the Collector Road shall be zoned Business Park in accordance with EMMC Chapter 17.37 (the "Business Park Area"). Unless otherwise approved by amendment to this Agreement, the following uses shall be the only uses (permitted or conditional) allowed in the Business Park Area:

a. Permitted Uses:

i. Office buildings including professional, medical, or corporate offices or corporate campuses;
ii. Retail establishments such as shopping centers, grocery stores, restaurants, banks, department stores, and similar retail uses;

iii. Commercial fitness and recreation;
iv. Theaters, art galleries, museums, or similar cultural and entertainment uses
v. Public and private utility structures or facilities (excluding communications towers);
vi. Public/civic buildings;
vii. Schools;
viii. Contract construction services establishments & contractor offices (sometimes known as flex-use buildings); and
ix. Day care center/preschool.

b. Conditional Uses:

i. Light manufacturing and assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat, or other impacts, nor hazardous by way of materials, process, product, or waste, and which encloses all equipment, compressors, generators, and other ancillary equipment within a building or structure; and

ii. Auto and truck repair, but not including auto body.

Notwithstanding anything to the contrary, Developer acknowledges and agrees that the City may deny approval of any building that is not conducive to the permitted or conditional uses set forth herein.

B. The portion of the Property to the South of the Collector Road shall be zoned Residential, provided that the density of the residential area cannot exceed the density that would have been allowed under the Approved Preliminary Plat.

4. Right to Develop. The City's approval of this Agreement grants to the Developer the right to develop the Property and construct the project in accordance with the uses, improvements and general configuration of development for the project set forth in this Agreement and the Concept Plan for the Property. In the event of any conflict between the City Code and the express terms of this Agreement, the express terms of this Agreement shall control.

5. Dedication of Facilities. Developer agrees to improve and dedicate to the City, free and clear of all financial encumbrances, all required utilities, streets, utility facilities, and other public improvements for the use of utilities, roads, and other public ways. These facilities shall be dedicated in conjunction with the approvals of the respective subdivision plats within the Property.

6. Developers' Remedies Upon Default. Developer acknowledges and agrees that

Developers' sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPERS, THEIR 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.

7. City's Remedies Upon Default. Upon default of any of the requirements of this Agreement, the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development until the Default has been cured, or if the default is not able to be immediately cured, Developer is actively to cure the default. The City may further exercise its right to draw on any security posted or provided in connection with the project and relating to remedying of the particular default. The City may further exercise all rights and remedies available at law and in equity, including, but not limited to, injunctive relief or specific performance.

8. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Code to apply standards for development and construction generally applicable throughout the City. However, it is the intent of the parties to vest the Developer with the specific land uses and maximum densities for the Property specifically identified in this Agreement. Subject to the terms and conditions of this Agreement, Developer shall be required to comply in accordance with the provisions of the Code, ordinances, and regulations (collectively "City's Laws") in effect as of the date of this Agreement, and the provisions of this Agreement as of the date of execution.

9. Term of Agreement. The term of this Agreement shall commence upon execution of this Agreement and shall continue for a period of twenty (20) year anniversary of this Agreement, provide that the City acknowledges that any approved and existing uses at the expiration of this Agreement may continue as non-conforming uses.

10. Miscellaneous Provisions:

A. Integration. This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof; provided however, that the Code shall govern the procedures and standards for approval of each subdivision and public improvement.

B. Severable. The provisions of this Agreement are severable, and should any provision hereof be deemed unenforceable or invalid, such unenforceability or invalidity provision shall not affect the remaining provisions of this Agreement.

C. Waiver. Any waiver by any Party hereto of any breach of any kind or character what so ever by the other Party, whether such waiver be direct or implied, shall not be construed

as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of another Party.

D. No Modification. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

E. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

F. Costs of Enforcement. In the event of default on the part of any Party to this Agreement, that Party shall be liable for all costs and expenses incurred by the other Parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

G. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs and assigns of the Parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any Party hereto.

H. Agreement to Run With the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing.

DATED this _____ day of _____, 201___.

PATTERSON CONSTRUCTION, INC.

By: _____

Print Name:_____

Title: _____

STATE OF UTAH)
ss:
COUNTY OF UTAH)

On this _____ day of _____, 201___ personally appeared before me _____, who acknowledged to me that he had authority to and did execute the foregoing document on behalf of Patterson Construction, Inc.

Notary Public

DATED this _____ day of _____, 201___.

ATTEST: **EAGLE MOUNTAIN CITY**

_____ _____
City Recorder Tom Westmoreland, Mayor

Approved as to form:

_____
City Attorney

EXHIBIT A

EXHIBIT B

RUSH CREEK PROPERTIES, LLC
59:034:0009

COMMERCIAL STORAGE

RV PARKING

STORAGE SHED PARCEL
9.00 AC

OFFICE

PARCEL 401
FUTURE DEVELOPMENT PARCEL
EMPLOYMENT CENTER
1.92 ac

BUSINESS PARK

PARCEL 402
FUTURE DEVELOPMENT PARCEL
EMPLOYMENT CENTER
1.92 ac

1.78 AC

BLDG C

BUSINESS PARK

1.81 AC

BLDG B

SAGE PARK

FUTURE PHASES

EAGLE MOUNTAIN BLVD

1.74 AC

BLDG A

COLLECTOR

SAGE PARK
FUTURE PHASE

SMITH, STEVEN G
59:034:0131

DEVELOPMENT

SAGE PARK REZONE

DEVELOPER

N

0 40 80 160 240
SCALE: 1"= 80'

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT	6/10/2019

PROJECT

SAGE PARK REZONE

DESCRIPTION

CONCEPT PLAN #2

SHEET NAME	SHEET NUMBER
	C2

J:\my drive\berg civil\2019\swp-sage park storage\swp-base7 w prop exchanges.dwg

Commercial Storage Legal Description

Beginning at a point which is South 89°55'09" West 1591.27 feet along the section line and North 2012.23 feet from the Northeast corner of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running

thence along the arc of a 2562.50 foot radius curve to the left a distance of 926.22 feet (curve having a central angle of 20°42'35" and a long chord bears N45°01'53"W 921.19 feet); thence North 89°42'35" East 943.15 feet; thence South 33°50'12" East 359.55 feet; thence South 54°00'09" West 233.79 feet; thence South 54°00'08" West 373.85 feet to the point of beginning.

Contains: 392,050 sf or 9.00 ac

Business Park Legal Description

Beginning at a point which is South 89°55’09” West 1591.27 feet along the section line and North 2012.23 feet from the Northeast corner of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running

thence North 54°00’08” East 373.85 feet; thence North 54°00’09” East 233.79 feet; thence North 33°50’12” West 359.55 feet; thence North 89°42’35” East 1312.65 feet; thence South 00°16’26” West 47.00 feet; thence South 89°42’35” West 66.35 feet; thence along the arc of a 500.00 foot radius curve to the left a distance of 311.60 feet (curve having a central angle of 35°52’26” and a long chord bears S71°51’22”W 306.59 feet); thence South 54°00’09” West 663.60 feet; thence along the arc of a 5000.00 foot radius curve to the left a distance of 672.14 feet (curve having a central angle of 07°42’08” and a long chord bears N57°51’12”W 671.64 feet); thence along the arc of a 2562.50 foot radius curve to the left a distance of 267.77 feet (curve having a central angle of 05°59’14” and a long chord bears N31°40’59”W 267.65 feet) to the point of beginning.

Contains: 514,430 sf or 11.81 ac

RESOLUTION NO. R- -2019

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE SAGE PARK BUSINESS CENTER DEVELOPMENT AGREEMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Sage Park Business Center Development Agreement as set forth herein;

BE IT RESOLVED 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 proposed Sage Park Business Center Development Agreement as set forth in Exhibit A.

2. The Sage Park Business Center Development Agreement is hereby approved as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2019.

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 on the 3rd day of December, 2019.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Stephanie Gricius	☐ Stephanie Gricius	☐ Stephanie Gricius
☐ Benjamin Reaves	☐ Benjamin Reaves	☐ Benjamin Reaves

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Isaac Patterson

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

PUBLIC HEARING:
Yes

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION
On May 28, 2019 the Planning Commission held a public hearing on this item. There were no public comments. After some discussion the Commission voted to recommend denial (4-0) to the City Council of the applicant-proposed amendment to Chapter 17.80 Sign Regulations and Sign Permits to allow "fly boy" or temporary inflatable signs for special events.

PREPARED BY:
Michael Hadley, Planning

RECOMMENDATION:

BACKGROUND:

This is an applicant proposed amendment to the sign code to allow for temporary inflatable signs for advertising business openings or other special events for a period of 15 days each calendar quarter. The proposal would provide enhanced visibility to businesses for a short period of time. Examples shared by the applicant include signage at tax preparation firms during tax season, "fly-boy" signs for special events, sales for haircuts at barber shops, or for grand opening events.

The Planning Commission recommended to deny the code amendment. The Commission expressed concerns about the proposal, including an increased workload for code enforcement, the need for a paid permit (and not an exempt sign), potential nuisance, the desire for the code to address distance from rights-of-way, and the preference for the 15 days to be a consecutive period of time.

Attachments:
Proposed Amendment to Chapter 17.80 Sign Regulations and Sign Permits
ORD--Sign Regulations and Sign Permits (EMCC 17.80)
05.28.2019 PC Minutes

Proposal for code amendment:

17.80.130 Prohibited signs.

The following signs as defined in EMMC 17.80.160 shall be prohibited: visible moving, revolving, or rotating parts signs, sign twisters signs, snipe/bootleg signs, vehicular signs including unlicensed, inoperable or immovable vehicles or trailer signs (but not including actively used construction trailers not functioning solely as signs), pole signs, inflated signs (except as permitted in 17.80.120), ribbons, balloons and billboards. In addition, any signs that emit sound, smoke or steam are prohibited. Staff may make an exception for memorial and honorarium ribbons. [Ord. O-03-2018 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-02-2016 § 2 (Exh. A); Ord. O-02-2012 § 2 (Exh. A); Ord. O-06-2010 § 2 (Exh. A); Ord. O-12-2009 § 2 (Exh. A); Ord. O-26-2008 § 2 (Exh. A § 16.11); Ord. O-18-2008 § 2 (Exh. A § 16.11); Ord. O-17-2006 § 2 (Exh. 1 § 16.11); Ord. O-23-2005 § 3 (Exh. 1(1) § 16.10). Formerly 17.80.120].

17.80.120 Exempt signs.

All signs exempt from the permit process shall comply with the general provisions of this chapter except traffic signs approved by the city engineer. No sign permits shall be required for the following signs:

K. Special Event Signs. On-premises special event signage such as flags, banners, temporary inflatables or other signs for the purpose of advertising business openings or other special events; provided, that such signage does not exceed 32 square feet in size and is posted for a period not to exceed 60 days. Businesses located in Commercial, Business Park, Commercial Storage, or Industrial Zones, separated by greater than 150 feet from residential neighborhoods, shall be eligible to run special events and display special event signs for a period of 15 days each calendar quarter.

ORDINANCE NO. O- -2019

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 17.80 SIGN REGULATIONS AND SIGN PERMITS

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.80 Sign Regulations and Sign Permits 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 17.80 Sign Regulations and Sign Permits.

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, 2019.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of December, 2019.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Stephanie Gricius	☐ Stephanie Gricius	☐ Stephanie Gricius
☐ Benjamin Reaves	☐ Benjamin Reaves	☐ Benjamin Reaves

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

May 28, 2019, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

COMMISSION MEMBERS PRESENT: Matthew Everett, DeLin Anderson, Rich Wood, and Brett Wright. Commissioner Jared Gray was excused.

ELECTED OFFICIALS PRESENT: Councilmember Donna Burnham.

CITY STAFF PRESENT: Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Tayler Jensen, Planner; and Lianne Pengra, Recording Secretary.

Commissioner Everett called the meeting to order at 5:33 p.m.

1. Discussion Items

1.A. Advant Auto Body

Planner Tayler Jensen explained the applicant has presented a concept plan to staff for an autobody shop in The Ranches at the corner of Half Mile Road and Ranches Parkway. The property was zoned as Commercial in The Ranches Master Development Plan; autobody shops are a conditional use in that area. Staff has spoken with potential buyers for the property who desired to build condominiums; however, all vested residential units in this pod have been used in the Willow Springs development.

Community Development Director Steve Mumford explained staff has expressed concerns to the applicant regarding this use adjacent to existing residential development.

Commissioner Everett expressed concerns regarding an autobody shop and vehicle storage near the existing residents.

Commissioner Wood stated residents in that area have expressed concerns regarding commercial development in the commercial parcel at the northeast corner of that intersection.

Commissioner Wright said commercial development is needed, but stated an autobody shop may not be the correct use.

1.B. SilverLake South Preliminary Plat

Mr. Jensen said two of the four sections of this plat have been presented to staff, which include 724 units. This item will be presented in the next four weeks. Regarding connectivity, Mr.

Jensen stated stub roads, even if they stub into areas outside of the City, are encouraged, as they allow for better connectivity.

Commissioners Wood and Everett requested the new plans not include roundabouts.

Discussion ensued regarding road widths, open space areas, and townhome elevations. Commissioner Wood requested staff inform the applicant that the Planning Commission desires Silver Creek Way to connect to the adjacent plat.

1.C. Scenic Mountain Phase C Preliminary Plat

Mr. Jensen explained this plat will complete the flex portion of the Scenic Mountain project. The multifamily unit elevations will be similar to Rock Creek with brick and hardy board. Staff has informed the applicant that greater architectural movement is important in the units' elevation designs.

1.D. Brylee Estates Phase B

Planning Manager Michael Hadley said this project contains 162 multifamily units, down from the originally approved 180 units. The applicant has not submitted elevations at this point. The buildings are four- to seven-unit structures.

Commissioner Wood requested that buildings contain no more than six units.

Discussion ensued regarding open space and amenities. Mr. Hadley explained the applicant will likely propose covering the retention area, directing water to the City's storm drain system.

6:00 P.M. – Eagle Mountain City Planning Commission Policy Session

Commissioner Everett called the policy session to order at 6:04 p.m.

2. Pledge of Allegiance

Commissioner Everett led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

Commissioner Everett stated he serves on the Board of Directors for the Eagle Mountain Chamber of Commerce, which relates to item 5D. He does not have any financial interests in the Chamber and will participate in the discussion.

4. Approval of Meeting Minutes

4.A. April 23, 2019 Minutes

MOTION: ***Commissioner Wood moved to approve the April 23, 2019 Planning Commission meeting minutes. Commissioner Anderson seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.***

5. Action and Advisory Items

5.A. Carson Commercial Corner Master Site Plan and Preliminary Plat – Public Hearing

Mr. Hadley stated this master site plan and preliminary plat is for five commercial pads in 6.84 acres. The property is zoned Commercial in the Oak Hollow master development plan. The parking will be located behind the buildings. The pad dimensions may change, depending on what businesses utilize space. The buildings will be congruent with the Eagle Vision building design.

Applicant representative Dan Ford explained a master site plan application was requested from staff for the entire area. They have interest from office-type businesses, but they are hoping to bring in retail uses as well.

Discussion ensued regarding the data used in the traffic impact study. Mr. Ford explained that after discussing this issue with City Engineer Chris Trusty, they determined that no users will fit in any of the pads that would require an additional lane or an acceleration or deceleration lane. He stated if a larger user chose to locate in this development, an updated traffic study will be required.

Commissioner Everett stated the access point to Bridleway Road is not acceptable. It is on a curve, and a community mailbox is located adjacent to the access point to the commercial development.

Mr. Ford explained the access onto Bridleway Road is important as it allows a left turn onto Pony Express Parkway.

The Commissioners and Mr. Ford discussed the four access points as noted in the traffic study versus the five access points presented to the Commissioners.

Commissioner Everett opened the public hearing at 6:29 p.m.

Joshua Hansen expressed concerns regarding traffic safety and possible conditional uses that would pollute air or ground water in the area.

Commissioner Everett stated all future conditional uses will be presented to the Planning Commission at a later meeting and residents will be notified.

Mr. Hadley said each business that locates in this site will present an application to the Planning Commission.

Commissioner Everett closed the public hearing at 6:33 p.m.

Commissioner Wood confirmed with staff that the developer will install street lighting.

Commissioner Everett stated his preference that the item be tabled until an updated traffic study can be presented, or until the City Engineer can clarify the requirements of the access point on to Bridleway Road. He said he is currently against an access point onto that road, but would welcome additional information.

Commissioner Anderson asked if Bridleway Road could be extended to three lanes to mitigate traffic concerns.

Mr. Mumford said the community mailbox is in a poor location. He explained the City may be able to request it be moved, and staff will research ways to require community mailbox locations to be noted on plats to mitigate this type of issue in the future.

MOTION: ***Commissioner Everett moved to table Carson Commercial Corner master site plan and preliminary plat. Commissioner Wood seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.***

5.B. Strides Pediatric Therapy Center Conditional Use Permit, Site Plan, and Preliminary Plat – Public Hearing

Mr. Jensen presented the preliminary plat which increases the lot size to over ten acres. The site plan is for a proposed equine assisted therapy center, which requires a conditional use permit. He stated staff feels the future modular buildings should be designed to look like ranch-style single-family homes to blend with the neighborhood. The applicant will be required to pave White Crest Drive, and the building will need to comply with fire and building codes.

Commissioner Wood asked about the possibility of customers attempting to use the private drive to access the business. Mr. Jensen said White Crest Drive will be paved, making the entrance obvious. He stated a gate is in place on the private drive, and the applicant can communicate with the other property owner regarding accessing their driveway from a connection on White Crest Drive.

Commissioner Wood asked what buffering will be in place between this site and the property to the east. Mr. Jensen explained the applicant initially had planned to install a fence, but instead they have moved potential future building sites to the north, away from the residential lot.

Strides Pediatric Therapy Center Director of Operations Marley Juarez said the future building sites were originally planned to be along the property line, but as they could not arrange them in such a way to be at least fifty feet from the property line, they have moved them to the north. The natural elevation causes their site to be higher than the residential property. A field fence currently is in place between the two properties. One of the existing buildings is a barn, and the

intent is to add four additional buildings as the business grows. The future buildings are modular office buildings with horizontal wood slats and pitched roofs. They envision the structures to appear as described: ranch-style single-family homes. She said her intent is to offer appointments Monday through Friday from 8:00 a.m. to 7:00 p.m., but the business would not necessarily be active during all of those hours. There are currently lights on the outside of the barn and they intend to light the parking lot and the entry driveway.

Commissioner Everett opened the public hearing at 6:48 p.m.

Kendell Saunders explained he owns the resident to the east and stated he is not opposed to the proposed use. He expressed a desire for screening between the two lots. He explained the barn was originally built as a residence and has a septic system. He expressed concerns that the septic tank may not be sized to accommodate commercial use and said the septic system's leech field may encroach onto his property near his well. He stated a sign directing customers to use White Crest Drive would be sufficient in keeping customers from accessing his driveway. He also stated the City paved a portion of the road to State Road 73. He said a portion of the road was not paved and asked the City to improve the unpaved area.

Commissioner Everett closed the public hearing at 6:54 p.m.

Commissioner Anderson asked what the water source is for Strides. Mr. Jensen said the Utah County Health Department regulates septic systems and stated the property uses City water.

Commissioner Wright stated it is important to review the septic system capacities to determine if the current system is adequate.

Commissioner Wood stated a barrier such as a fence should be in place between the properties.

Applicant Elizabeth Lebrith explained she has communicated with George Williams of West Coast Code Consultants, who reviews commercial plans for the City. Mr. Williams informed her that she needed to update the use information for the septic system and present that to the Utah County Health Department. She stated the current septic system has been designed for multiple kitchens, multiple laundry rooms, and five bathrooms. The commercial use will be approximately 100 people a day, but they will only be present for an hour each day. Mr. Williams communicated to her that the system is likely adequate, but that the Health Department will be the entity approving the updated use information. She explained she cannot submit that information to the Health Department until she has received a conditional use permit from the City.

Mr. Mumford explained the City does not regulate septic systems; a permit from the Utah County Health Department is required before building permits are issued.

MOTION: ***Commissioner Wright moved to approve conditional use permit for Strides Pediatric Therapy Center with the following condition:***

1. ***The appropriate officials shall review the current septic system. Said septic system shall be improved or modified to meet the requirements***

of the approved commercial use. Additionally, the leech field shall be located in such a way as to not contaminate the neighboring property's water supply, as determined by the Utah County Health Department.

Commissioner Wood seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.

MOTION: ***Commissioner Wright moved to recommend approval to the City Council of the Strides Pediatric Therapy Center site plan and preliminary plat with the following conditions:***

1. ***Elevations for new structures shall be provided showing they appear like ranch-style single-family homes;***
2. ***Building and Fire Codes shall be met;***
3. ***White Crest Drive shall be paved to the property; and***
4. ***The appropriate officials shall review the current septic system. Said septic system shall be improved or modified to meet the requirements of the approved commercial use. Additionally, the leech field shall be located in such a way as to not contaminate the neighboring property's water supply, as determined by the Utah County Health Department.***

Commissioner Anderson seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.

Commissioner Everett asked that Mr. Saunders' concerns regarding paving of the road to State Road 73 be communicated to the City Council.

5.C. Chapter 17.80 Sign Regulations and Sign Permits ("Fly Boys")

Mr. Jensen said the applicant-proposed Municipal Code amendment relates to approved flags and signs.

Applicant Isaac Patterson stated the requested change is due to special event signage differing from permanent signage. He stated they would like to use temporary inflatable signage for grand openings or other special events at the Eagle Mountain Storage site. He said it brings enhanced visibility to businesses for a short period of time. Examples he noted include signage at tax preparation firms during tax season, for specials on haircuts at barber shops, or for grand opening events.

Commissioner Wood asked how the City would enforce the allowed fifteen-day time period for each business. Mr. Patterson said he worked with the City's Code Enforcement Officer to draft the proposed language. He stated it would be reasonable to pay a permit fee for temporary special event signs.

Mr. Jensen said the proposed language lists the signs in the Exempt Signs section of Municipal Code, so the City would not be able to impose a permit fee.

Commissioner Everett said fifteen days each quarter is reasonable, but expressed concerns regarding enforcement and regarding potential weather factors that would restrict sign use during the fifteen-day period. He stated he did not want the fifteen days to be spread throughout the quarter and would prefer a consecutive period of fifteen days. He also expressed approval of the 150-foot restriction from residential areas.

Commissioner Wood stated a paid permit is a better way to allow this type of signage. He stated the inflatable signs may create a nuisance to residents beyond the 150-foot restriction. He would like language added addressing location and distances from rights-of-way.

Commissioner Wright said it should be an allowed use as a paid permit, but not as an exempt sign.

Commissioner Anderson said he does not want the City's Code Enforcement Officer to have to police when inflatable signs are operating and stated a permit would mitigate that.

Commissioner Everett opened the public hearing at 7:25 p.m. As there were no comments, he closed the hearing.

Mr. Patterson explained he did not understand the impact of placing the amendment in the Exempt Signs section of Municipal Code and agreed that moving it to another area of Code would be appropriate. He requested the ability to discuss the language with staff and return to the next Planning Commission meeting with an updated draft. He asked the Planning Commissioners for their desired amendments to the drafted language.

Commissioner Wood stated it is not the Planning Commission's responsibility to rewrite an applicant-proposed code change and recommended the Commission recommend denial to the City Council.

Commissioner Everett stated he does not see concerns allowing temporary inflatable signage, but the signage is more appropriate as a permitted use.

Commissioner Anderson stated the number of inflatable signs should be addressed, as well as the size of the signs.

Mr. Jensen said staff concerns relate to traffic safety and that businesses inside of the 150-foot restricted area may be not abide by that restriction.

MOTION: ***Commissioner Wood moved to recommend denial to the City Council of the applicant-proposed amendment to Chapter 17.80 Sign Regulations and Sign Permits to allow "fly boy" or temporary inflatable signs for special events. Commissioner Wright seconded the motion. Those voting aye: Matthew***

Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.

5.D. Code Amendment - 17.80.080 Off-premises ladder signs.

Mr. Jensen said this staff-proposed amendment relates to ladder signs. For the last ten years, the Lehi Area Chamber of Commerce managed the ladder signs in the City. In 2018, the Eagle Mountain Chamber of Commerce (EMCC) was created, and staff and the Chamber have determined that ladder signs should be managed by the EMCC, and that proceeds go towards EMCC operations. Currently, there are twenty ladder signs in the City. The proposal would allow up to forty. The signs would not be installed all at once; they would be added as deemed appropriate by demand.

Commissioner Wood expressed concerns that the signs will be filled with developers' signs. Commissioner Everett stated the amendment has an advertising priority list. The intent is that all new signs and leases would follow the priority list presented.

Mr. Mumford explained a limit of signs per business can be added to mitigate the concern that a single developer may have the majority of available signs.

Commissioner Wood said he would not approve of signs advertising businesses or developments outside of the City and would like the sign leases to be less than twelve months.

Commissioner Everett explained there is enough demand to fill eight additional signs at this time.

Discussion ensued regarding length of lease terms. Mr. Jensen said contracts can be created for one year, as well as for shorter terms.

Commissioner Everett opened the public hearing at 7:46 p.m. As there were no comments, he closed the hearing.

Commissioner Wood stated the signs should have the community name, not only the builder's name.

Commissioner Wright said in order to have a sign, the business needs to be a member of the EMCC and must have an active City business license, if required.

Commissioner Wood stated the signs should be turned over more frequently than every twelve months. He said the new ladder signs to be installed could have shorter lease terms and the existing signs can remain annual leases.

Discussion ensued regarding the list style of the amendment; the Planning Commission requested that the amendment follow the same style existing in Municipal Code of numeral, capital letter, roman numeral, lowercase letter.

Mr. Hadley explained the City's business licenses previously expired throughout the year, but the renewal process became burdensome to staff. The City now issues business licenses for one year, with the renewal due on the first day of the thirteenth month. Commissioner Wood said the City can offer six-month and twelve-month leases. Commissioner Wright stated his preference that the lease period remains one year.

MOTION: ***Commissioner Wood moved to recommend approval to the City Council the Chapter 17.80.080 Off-premises Ladder Signs Municipal Code amendment with the following changes:***

1. ***Section E shall be changed to "Eagle Mountain City may bill advertisers on a semiannual or annual basis; signs may be removed for nonpayment"; and***
2. ***Staff shall change the lettering and numbering to be consistent with existing Municipal Code structure.***

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.

The meeting went into recess at 8:00 p.m. and reconvened at 8:05 p.m.

5.E. Residential Zone & Residential Zone Bonus Density Entitlements Development Code Amendment

Mr. Mumford said this version of the amendment removes the bonus density system and creates twelve residential zones. It includes a land use table that specifies permitted, conditional, special, and prohibited uses by zone. Standards will need to be created for special uses. It includes a table containing a majority of the residential development standards by zone, including setbacks, building heights, lot sizes, open space requirements, units per building in multifamily zones, lot frontage, and dwelling size minimums. Generally applicable provisions have been included as well. These include minimum architectural standards, yard landscaping, open space and trails, parking and garage dimensions, buffers and transitions, minimum architectural standards, hillside development/sensitive lands, parking and garage standards, buffers, transitions, lighting, rural infrastructure, street trees, landscaped entryways, monument signs, clubhouse, swimming pools and hot tubs. Standards regarding projections into setbacks are being updated and will be included for City Council review.

Mr. Mumford said he will add the average lot size of 6,500 square feet to the language regarding the RC zone. Commissioner Wood asked that language referencing cottage lots be removed in that section.

Mr. Mumford explained in the Residential Development Standards table, the lot frontage on cul-de-sacs and circles was mistakenly entered as 40 feet in the RR2-2 zone and stated that will be updated to 60 feet. He said the language was cut off on footnote number three on the table as well. That will be corrected to state the Planning Director has approval authority.

Commissioner Wood said the Rural Residential zones need to require asphalt trails on both sides of the road for safe walking routes. Mr. Mumford said that would require a change to the rural street cross section requirements, as Municipal Code currently only requires an 8-foot trail along one side of the road.

Commissioner Wright asked if aluminum and vinyl siding should be restricted building materials. Commissioner Wood said they should be prohibited, and said stucco should be limited, as it is not an attractive material.

Commissioner Wright expressed concern that a restrictive Code regarding building materials may negatively affect home buyers and home builders. He stated the front and sides of homes that face public roads should have a higher standard.

Commissioner Wood asked if the amendment included a standard for usable space in garages. He stated a requirement of 22 feet wide by 20 feet deep of usable space may get pushback from builders, but it is a reasonable standard. Commissioner Anderson agreed that garage standards should be 22 feet wide by 20 feet deep of usable space with a 16-foot garage door.

Mr. Mumford said he would prefer the standard only include garage dimensions and not include a requirement of usable space. He explained that an analysis of ten current building permits from multiple areas and multiple builders in the city found that custom homes in larger lot subdivisions have larger garages, up to 24 feet by 24 feet; homes in Spring Run have garages that are 22 feet wide by 23 feet deep, homes in Sage Park have garages that are 20 feet wide by 22 feet deep, and homes in Scenic Mountain have garages that are 22 feet by 22 feet.

Commissioner Wood said pools should only be allowed to serve 100 to 150 units. He stated his preference that multiple pools be required and said the Municipal Code should not allow larger pools based on square feet per unit.

Mr. Mumford explained a clubhouse, pool, and hot tub are required for all multifamily projects in the MF2 and MF3 zones that include 150 units or more. The code can be amended to require a pool for a certain number of units and the pool size be increased for additional units up to a maximum pool size.

Commissioner Wood stated the MF1 zone should also require a pool for multifamily projects. He said single-family homes should not exist in the same projects as twin homes and said the MF1 zone should prohibit single-family detached homes.

Commissioner Wood said clubhouses should have a requirement that dictates size of the community gathering room. He said the increase from 1,200 square feet to 1,500 square feet may just create larger kitchens and bathrooms.

Commissioner Everett opened the public hearing at 9:01 p.m. As there were no comments, he closed the hearing.

Commissioner Everett recognized staff has put much effort into the current draft of the amendment. He stated discussions have brought new items to the Commission's attention, which have been addressed, and said future applications will likely bring other concerns to staff's attention and will need to be addressed at that time.

Commissioner Wright said ten feet is not enough clearance for a single-car garage and stated it should be increased to twelve feet. He said exclusions should be in place regarding siding on homes, and said hot tubs should have a size requirement of a minimum capacity of twelve people. He said the pool requirement should be a square footage minimum based on the number of units, not to exceed a certain size, as determined by staff.

MOTION: ***Commissioner Wood moved to recommend approval to the City Council the Chapter 17.25 and 17.30 Residential Zone and Residential Zone Bonus Density Entitlements Development Code amendments with the following conditions:***

1. ***The minimum dimensions for single-car garages shall be increased to 12 feet wide by 20 feet deep of usable space;***
2. ***Hot tubs shall accommodate a minimum of 12 people and shall be built in-ground;***
3. ***The amendment shall prohibit vinyl and aluminum siding as building materials;***
4. ***All RR1 and RR2 zones shall be required to install walking paths on both sides of the road; and***
5. ***Staff shall follow specific instructions regarding pools.***

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.

6. Discussion Items

Mr. Mumford said staff will begin the process of amending additional zones after the Residential Zone amendment is finalized.

7. Next Scheduled Meeting – June 11, 2019.

8. Adjournment

MOTION: ***Commissioner Wood moved to adjourn the meeting at 9:20 p.m. Commissioner Anderson seconded the motion. Those voting aye: Matthew Everett, DeLin Anderson, Brett Wright, and Rich Wood. The motion passed with a unanimous vote.***

The meeting was adjourned at 9:20 p.m.

Approved by the Planning Commission on June 11, 2019.

Steve Mumford
Community Development Director

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 15.25 Earthwork.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	none		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Chris Trusty, Public Works

RECOMMENDATION:
That the City Council approve a resolution updating Title 15 of the City Construction Standards to require an excavation permit for excavation taking place on an individual lot.

BACKGROUND:
Typically excavation and mass grading takes place throughout a subdivision during the construction of the subdivision as a whole. However, occasionally, residents will do more expansive grading on an individual lot and that type of work can have consequences for the surrounding neighborhood. This amendment requires that a permit is obtained before hand to make sure the excavation will not pose a negative impact on the surrounding residents.

Attachments:
Chapter 15.25 Earthwork
ORD--Earthwork (EMCC 15.25)

Chapter 15.25
EARTHWORK

Sections:

15.25.010 General.

15.25.020 Subgrade soil under structures.

15.25.030 Backfill around structures.

15.25.040 Construction of embankments and fills.

15.25.050 Compacting earth materials.

15.25.060 Road subgrade preparation.

15.25.070 Slope safety.

15.25.080 Water settling.

15.25.090 Removal and replacement of defective fill.

15.25.100 Permit required for earth products processing and storage.

15.25.110 Native Fill Use for Trenches and Road Sections.

15.25.010 General.

This chapter defines the requirements for excavation and backfill for structures, construction requirements for embankments and fills and subgrade preparation for pavements and other surface improvements. All earthwork shall conform to the APWA Standard Specifications unless noted otherwise in this chapter. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.010)].

15.25.020 Subgrade soil under structures.

Subgrade soil for all concrete structures, regardless of type or location, shall be firm, dense, thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen engaged in subgrade surfacing, laying reinforcing steel, and depositing concrete. Coarse gravel or crushed stone may be used for subsoil reinforcement if results are satisfactory to the city engineer or his/her designee. Such material shall be applied in layers, not exceeding eight inches in thickness, each layer being embedded in the subsoil by thorough tamping. All excess soil shall be removed to compensate for the displacement of the gravel or crushed stone and the finished elevation of any subsoil reinforced in this manner and shall not be above the specified subgrade. The city engineer may require a soil analysis and design for any area. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.020)].

15.25.030 Backfill around structures.

Backfill around structures shall be placed to the lines shown on the approved drawings, or as directed by the city engineer or his/her designee. After completion of foundation, footings and walls and other construction below the elevation of the final grades, and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall consist of suitable materials as defined in EMMC 15.30.040 and shall be placed in layers not exceeding eight inches in uncompacted thickness. Each layer shall be compacted by hand or machine tampers or by other suitable equipment to a density equal to 95 percent of maximum dry density as measured by AASHTO T180 method C. No frozen material is allowed in the backfill. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.030)].

15.25.040 Construction of embankments and fills.

Unsuitable materials that occur in the foundation for embankments and fills shall be removed by clearing, stripping and/or grubbing. Where suitable materials occur, after stripping, the foundation shall be scarified to a depth of not less than eight inches, and the loosened material shall be moistened and compacted as hereinafter specified for each layer. All materials in embankments and fills shall be placed, moistened, and compacted as provided in this chapter.

When the embankment or fill exceeds the amount of excavation, sufficient additional material shall be obtained from borrow pits provided by the contractor. All material proposed to be imported shall be subject to the review and approval of the city engineer or his/her designee prior to starting of hauling operations.

The materials used for embankment and fill construction shall be free from sod, grass, trash, rocks larger than six inches in diameter and all other material unsuitable for construction of compacted fills. Grading of completed embankments and fills shall bring the surfaces to a smooth, uniform condition with final grades being within 0.1 foot of the design grade. Within a City right of way, materials must meet A1 or A2 soil classification. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.040)].

15.25.050 Compacting earth materials.

The material shall be deposited in horizontal layers having a thickness of not more than eight inches after being compacted as hereinafter specified; provided, that when mechanical equipment is used for placing and compacting the material on a sloping foundation, the layers may be placed parallel to the foundations. The distribution of materials shall be such that the compacted material will be homogeneous and free from lenses, pockets, or other imperfections. No frozen material may be used. Prior to and during compaction operations the material shall have the optimum moisture content required for the

purpose of compaction and the moisture content shall be uniform throughout the layers, insofar as practical. Moistening of the material shall be performed at the site of construction, but such moistening shall be supplemented, as required by sprinkling at the site of excavation. If the moisture content is more than optimum for compaction, the compaction operations shall be delayed until such time as the material has dried to the optimum moisture content. When the material has been conditioned as hereinbefore specified, the backfill or embankment shall be compacted as follows:

A. Under roadways and extending one foot beyond the proposed curb line, the fill or embankment material shall be compacted to a density equal to not less than 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557.

B. Under sidewalks and driveways, the fill or embankment material (to at least one foot each side of the edge of the slab) shall be compacted to a density equal to not less than 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557.

C. Other fills and embankments not listed above shall be compacted to a density equal to not less than 90 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.050)].

15.25.060 Road subgrade preparation.

In both cut and fill areas the paving subgrade shall be scarified to a depth of eight inches and compacted to the equivalent of 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557. No rocks larger than two inches in diameter, organic material, soft clay, spongy material or other deleterious material will be permitted in this scarified subgrade layer. Rough subgrades shall be shaped and graded to within a tolerance of 0.15 foot of design grade and drainage shall be maintained at all times. The developer shall provide to the city engineer or his/her designee the results of a subsurface investigation performed by the developer’s engineer and the recommendation as to whether existing material is adequate for road construction.

During the rolling operation, moisture content of the subgrade layer shall be maintained at no less than 97 or more than 105 percent of optimum moisture content. Rolling shall be continued until the entire road bed (to one foot back of curb) is compacted to the specified density to a minimum depth of eight inches. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.060)].

15.25.070 Slope safety.

All slope construction shall be in accordance with all city, state and federal regulations. Plans and specifications for structures must be approved by the city if the excavation is greater than five feet. No permanent slopes steeper than 3:1 shall be allowed without a retaining structure unless otherwise

approved in writing by the city engineer or his/her designee. Cut slopes greater than 3:1 slope in bedrock may be allowed, provided the geotechnical report demonstrates that the bedrock is of sufficient depth and strength to support such cuts. The width of the excavation shall be increased if necessary to provide space for sheeting, bracing, shoring and/or other supporting installations. Unsafe slopes will be the cause for immediate shutdown of the project. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.070)].

15.25.080 Water settling.

Water settling may be permitted with pre-approval by the city engineer or his/her designee, depending upon the type of soil and location. When water settling is approved, a city representative shall be at the job site during the compaction. When the material has dried sufficient to allow compaction tests, the contractor shall dig test holes for compaction tests at locations and depths required by the city engineer or his/her designee. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.080)].

15.25.090 Removal and replacement of defective fill.

Fill not conforming to the requirements of this chapter shall be reworked to the requirements or removed and replaced with acceptable fill. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.090)].

15.25.100 Permit required for earth products processing and storage.

A. Any person desiring to perform any crushing, screening, storage, stockpiling or processing of sand, gravel, dirt, rock or other earth products for use on the property or within the approved project area where the materials are being extracted shall obtain a permit from the city engineer. The city engineer may deny the permit if the city engineer determines extraction, processing or storage will negatively impact neighboring properties, or include conditions in the permit, including, but not limited to, noise restrictions, types of equipment and machinery, dust and pollution control measures, geographic restrictions, berming, duration of project, and hours of operation. Application for a permit shall be filed with the city engineer on a form or forms to be furnished by the city.

B. No crushing, screening, storage, stockpiling or processing of sand, gravel, dirt or rock earth products shall be allowed for sale or use of such material outside the project area unless otherwise permitted under Chapter 17.54 EMMC (Extractive Industries Overlay Zone).

C. It shall be unlawful for any person to commence work until the city engineer has approved the application and until a permit has been issued for such work. Violations of the provisions of this section shall result in civil penalties of $100.00 per day for the first seven days of violation and $250.00 per day for all subsequent days of violation. The city engineer may also issue a stop work order for any project or property in violation of this section. [Ord. O-09-2014 (Exh. A)].

15.25.110 Native Fill Used for Trenches and Road Sections.

Native fill will meet A-1 or A-2 classifications with a 20% maximum on fines passing 200 sieve and be 3" minus. Native fill used in roadways/trenches will be completely free of organics and rocks larger than 3" diameter. Also native fill will be screwed and mixed to maintain consistency.

15.25.120 Permit required for general earthwork

A. Excavation permits are not required on individual residential lots for normal landscape, installation of topsoil, irrigation installation, or projects that do not require a building permit. An excavation permit is required for general earthwork on projects not part of an approved construction project if such work consists of mass grading of a site if fill materials are being imported, exported, and relocated within a single lot. Materials being processed and removed from site must comply with section 15.25.100. The permit shall identify the limits of disturbance, the quantity of cuts and fills, quantities of any materials being removed from site, duration of the project, implementation of safety measures intended to protect the surrounding residents, restrictions of noise and work hours, and implementation of SWPPP BMP's if needed. Application for a permit shall be filed with the city engineer on a form or forms to be furnished by the city. At no times will removed or imported material be allowed to be stockpiled in the City right of way. Said material will be subject to the same fines mentioned above.

B. It shall be unlawful for any person to commence work until the city engineer has approved the application and until a permit has been issued for such work. Violations of the provisions of this section shall result in civil penalties of $100.00 per day for the first seven days of violation and $250.00 per day for all subsequent days of violation. The city engineer may also issue a stop work order for any project or property in violation of this section. [Ord. O-09-2014 (Exh. A)].

ORDINANCE NO. O- -2019

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 15.25 EARTHWORK

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 15.25 Earthwork 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 15.25 Earthwork.

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, 2019.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of December, 2019.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Stephanie Gricius	☐ Stephanie Gricius	☐ Stephanie Gricius
☐ Benjamin Reaves	☐ Benjamin Reaves	☐ Benjamin Reaves

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 3, 2019**		
TITLE:	Upcoming Agenda Items		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Lianne Pengra, Recorder's Office

RECOMMENDATION:

BACKGROUND:

Attachments:

A.CI--Upcoming Agenda Items

UPCOMING AGENDA ITEMS

JANUARY 7, 2020

JANUARY 21, 2020

OTHER PROJECTS

- Business Licensing
- Stratton Estates
- Renewable Energy