



EAGLE MOUNTAIN CITY COUNCIL MEETING

APRIL 15, 2025, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

- 1.A. DISCUSSION - Water Use and Preservation Element of the Proposed General Plan
(anticipated time 50 minutes)
- 1.B. DISCUSSION - Cedar Glen Development Concept Plan *(anticipated time 15 minutes)*
- 1.C. DISCUSSION - Open Space Plan *(anticipated time 20 minutes)*
- 1.D. DISCUSSION - CDBG Recommendations *(anticipated time 20 minutes)*

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

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

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

9. CHANGE ORDERS

9.A. CHANGE ORDER - West Coast Code Consultants (WC3) - Change Order #1

10. PRELIMINARY PLATS & SITE PLANS

10.A. SITE PLAN - McDonald's (City Center)

11. RESOLUTIONS

11.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2024 Municipal Wastewater Planning Program Annual Report

11.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Expressing an Intent to Work in Partnership with the West Traverse Sentinel Landscape (WTSL) Committee for the Relocation of the Eagle Mountain City Rodeo Grounds within the Army Compatible Use Buffer (ACUB) Area Surrounding Camp Williams

11.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Fee Reduction Request of Brett Simpson for a Master Development Plan Amendment Application from \$3,350 to \$1,350

SCHEDULED ITEMS

12. RESOLUTIONS/PUBLIC HEARINGS

12.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving Community Development Block Grant (CDBG) Projects for the Fiscal Year 2026

BACKGROUND: *(Presented by Natalie Winterton, Management Analyst)*

Community Development Block Grants (CDBG) are federally funded and typically do not require direct financial contributions from the City. However, administering these grants involves indirect costs, primarily in the form of staff time dedicated to managing applications, overseeing compliance, and reporting. Additionally, cities must adhere to federal regulations, which may necessitate specific administrative practices or planning efforts. MAG also assists in the process.

13. ORDINANCES/PUBLIC HEARINGS

13.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Valley Holbrook

BACKGROUND: *(Presented by Senior Planner, Robert Hobbs)* A request for approval to Amend the General Plan Future Land Use Map from Business Park/Light Industry to Neighborhood Residential One, Neighborhood Residential

Two and Community Commercial on/for 73.03 acres of property located in the north side of SR-73, south of 8000 North and west of Airport Road Parcel No's. 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City.

13.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Cedar Valley Holbrook

BACKGROUND: *(Presented by Senior Planner, Robert Hobbs)* A request for approval to rezone existing Agriculture zoned land to R1, RC and CC zoning on/for 73.03 acres of property located in the north side of SR-73, south of 8000 North and west of Airport Road Parcel No's. 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City.

13.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Corners Phase 5

BACKGROUND: *(Presented by Planner Steven Lehmitz)* A proposed General Plan amendment of Utah County Parcel No. 59:007:0092, located between Cedar Corners Park and Poplar Drive. The proposal would change the Future Land Use Map from Neighborhood Residential 1 to Neighborhood Residential 2. This item was tabled at the January 7, 2025 City Council meeting to allow time for a development agreement to be drafted, ensuring the project is constructed in accordance with the approved concept plan.

13.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Cedar Corners Phase 5

BACKGROUND: *(Presented by Planner Steven Lehmitz)* A proposed rezone of Utah County Parcel No. 59:007:0092, located between Cedar Corners Park and Poplar Drive. The proposal would change the zone from Residential to RC. This item was tabled at the January 7, 2025 City Council meeting to allow time for a development agreement to be drafted, ensuring the project is constructed in accordance with the approved concept plan.

14. **RESOLUTIONS**

14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Cedar Corners Phase 5 Development Agreement

BACKGROUND: *(Presented by Steven Lehmitz, Planner II)* This property was originally part of the Cedar Corners residential development. The preliminary plat for the project was approved on January 16, 2007, and showed this section being subdivided into seven lots. The rest of the project has been completed as originally approved but on January 7, 2025, the City Council considered the applicant's General Plan amendment and rezone applications. Following the public hearings,

the Council tabled the applications and requested that the applicant propose a development agreement that would ensure the subject property is platted and built out as shown on the concept plan.

15. PRESENTATION

15.A. PRESENTATION - Attainable Housing at Triumph (*Presented by Scot Hazard, The Real Estate Group*)

16. LEGISLATIVE ITEMS

16.A. UPDATE - Legislative Priorities List

16.B. REPORT - Utah Legislature's 2025 General Session

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

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

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

19. ADJOURNMENT

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

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. 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 undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 10th day of April, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, 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.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	DISCUSSION - Water Use and Preservation Element of the Proposed General Plan
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Gina Olsen, City Recorder

PRESENTED BY

Bowen, Collins, & Associates

RECOMMENDATION:

Discussion/Review Item Only.

BACKGROUND:

Bowen, Collins, & Associates will be present to review Water Preservation Element Goals of the proposed General Plan, including the following items:

- Developing a Sustainable Water Resource Plan,
- Identifying Opportunities to Most Effectively Use Water, and
- Providing Information to the City Council Regarding the Impact of Land Use on Water Management

Representatives will review outcomes of water supply and provide recommendations for the City to move forward with sustainable, manageable growth.

ITEMS FOR CONSIDERATION:

Conservation, land use related to irrigation, and reuse of water.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Presentation

Eagle Mountain Water Preservation Element



BOWEN COLLINS
& ASSOCIATES

Overview

1. Background
2. Eagle Mountain Supply & Demand Projections
3. Policy Levers
4. Water Use Scenarios
5. Water Preservation Tool



BOWEN COLLINS
& ASSOCIATES

Background

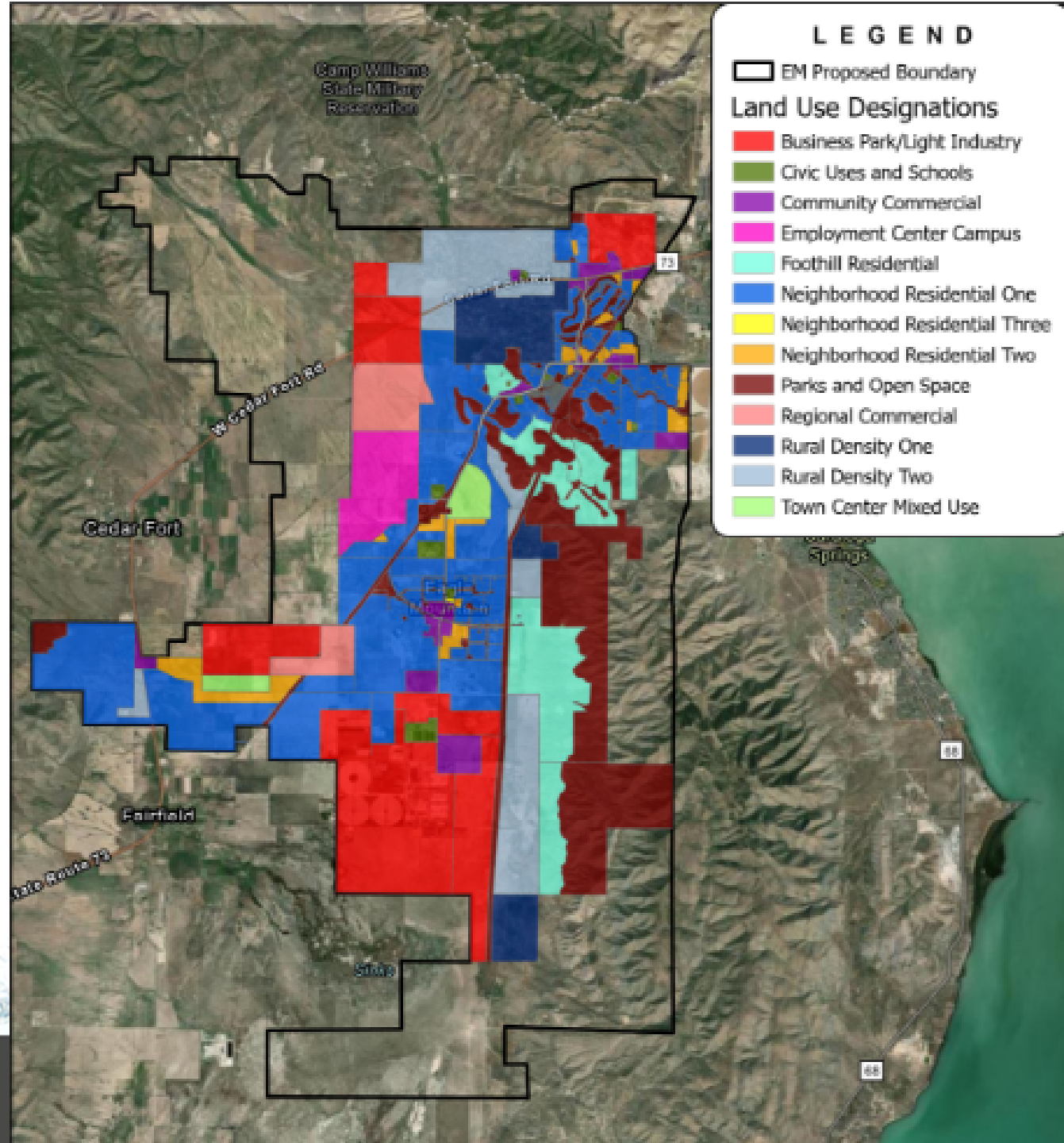
- Water Preservation Element Goals
 - Develop a Sustainable Water Resource Plan
 - Identify Opportunities to Most Effectively Use Water
 - Provide Information to Decision Makers Regarding Impact of Land Use on Water Management



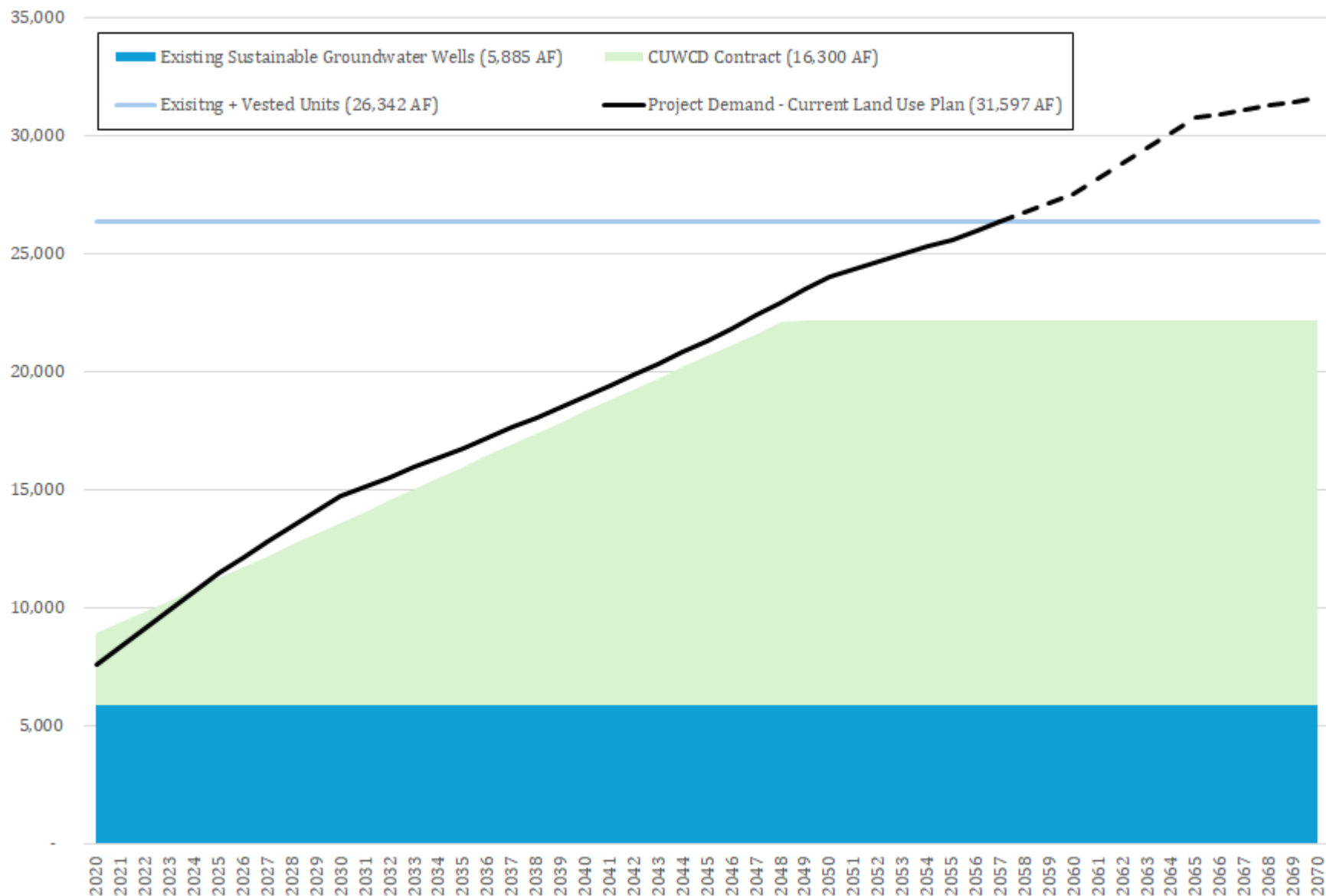
Eagle Mountain Water Supplies

- Existing Supplies
 - CUWCD Contract = 16,300 AF
 - Existing Well Production = 5,885 AF
- Potential Supplies
 - Additional Groundwater
 - Likely sustainable yield of City water rights = 2,358 AF
 - UGS estimated sustainable yield of all other valley groundwater = 2,757 AF
 - Wastewater Reuse = 6,273 AF

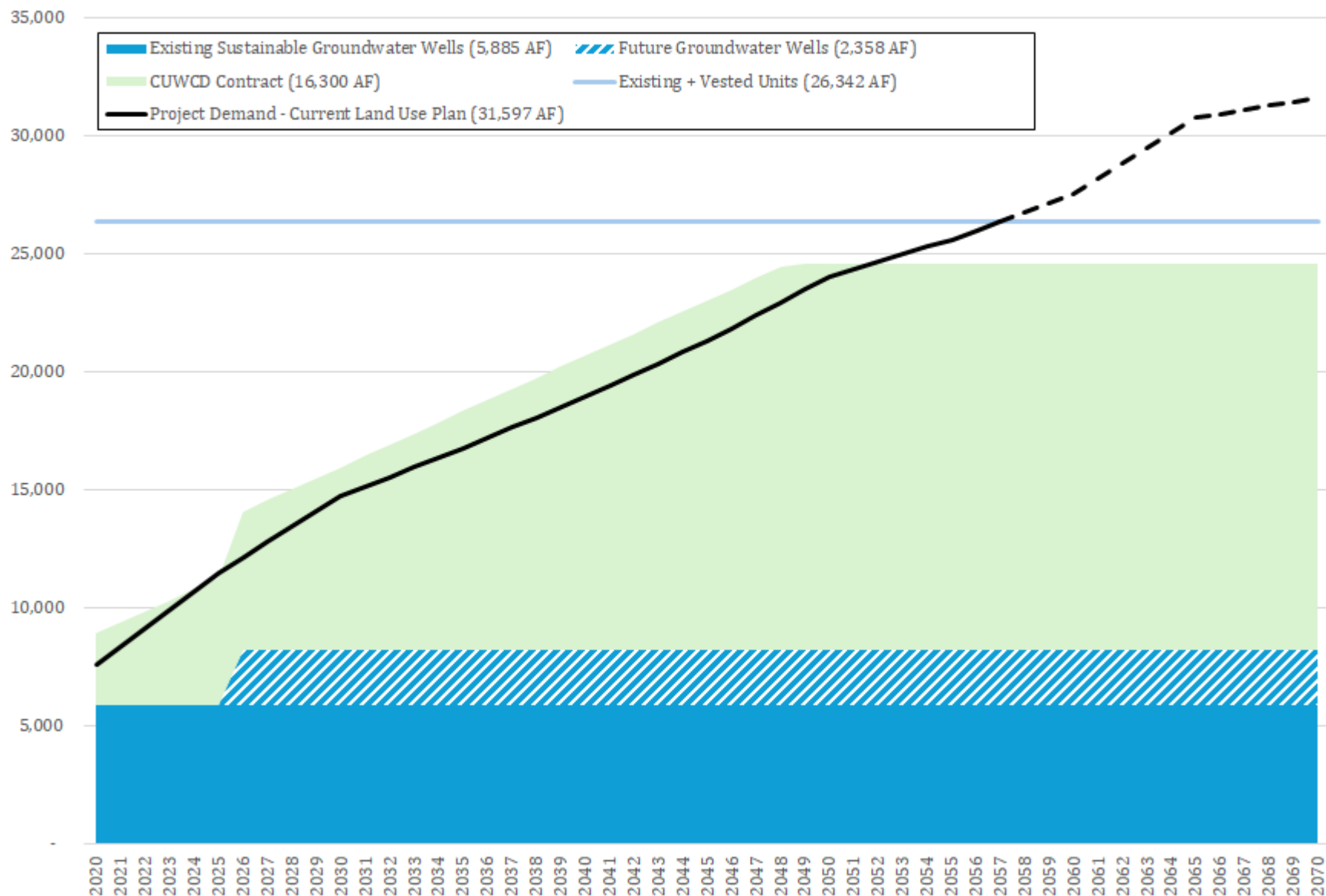
Eagle Mountain Water Demands



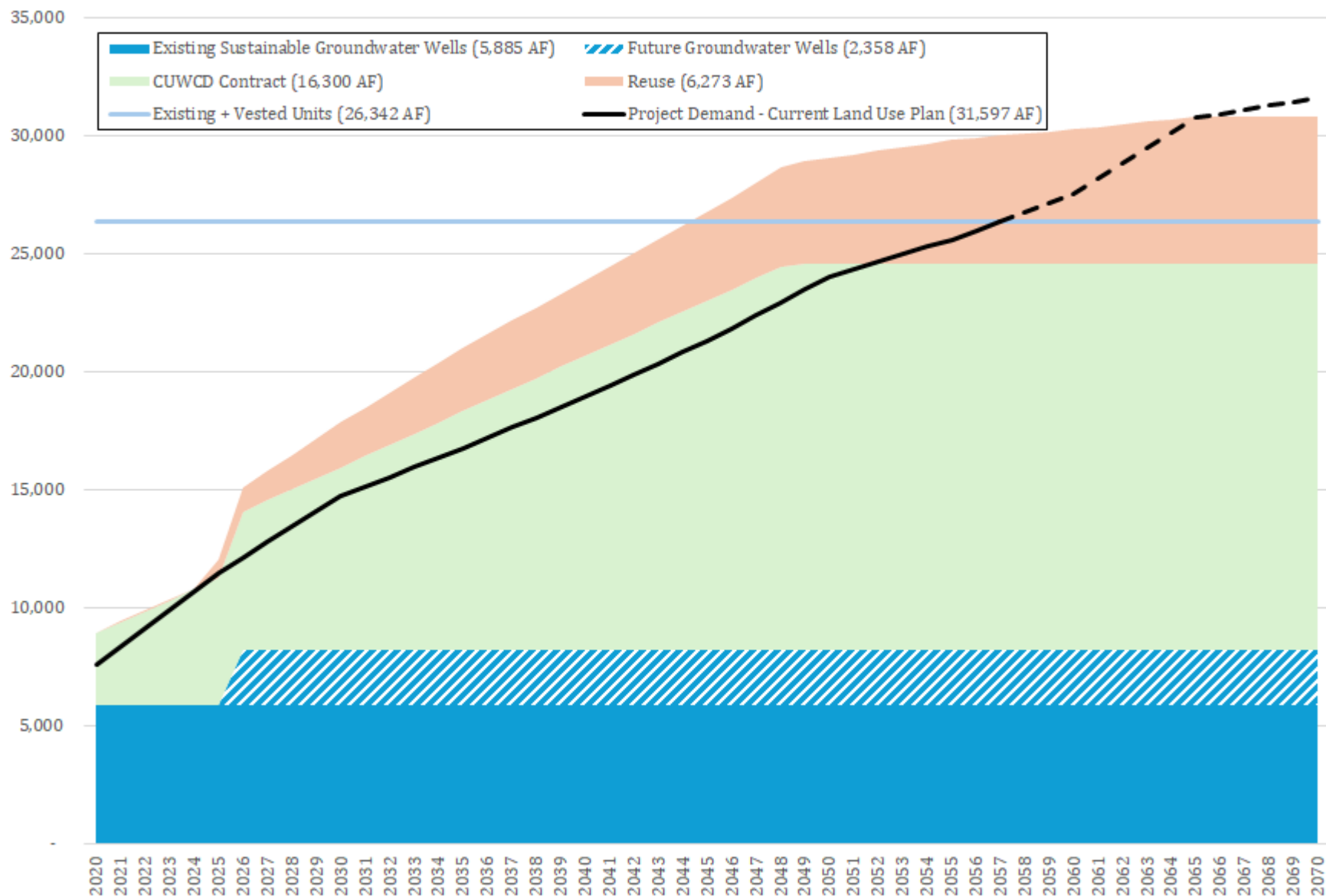
Eagle Mountain Supply and Demand Analysis - Land Use Impacts



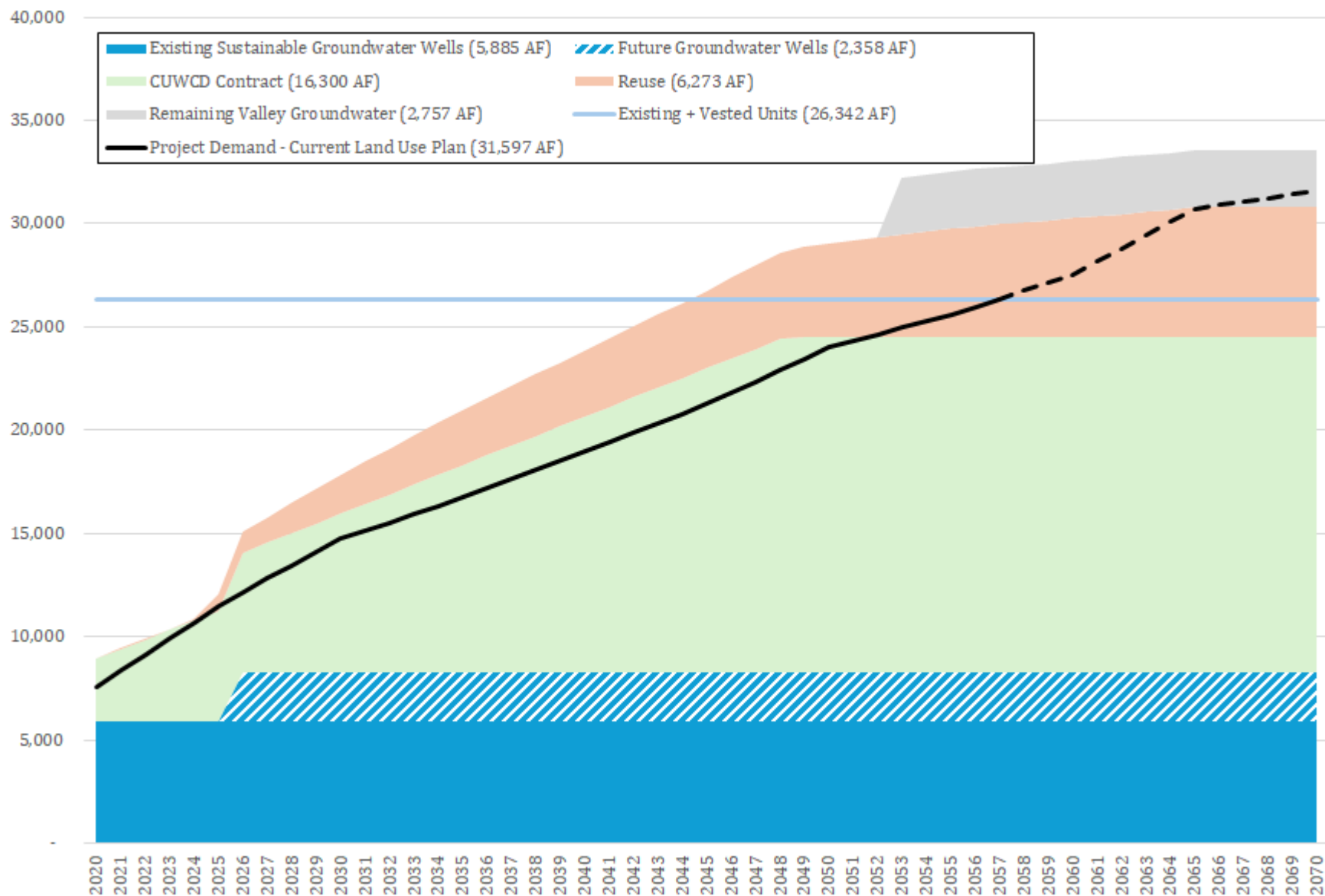
Eagle Mountain Supply and Demand Analysis - Land Use Impacts



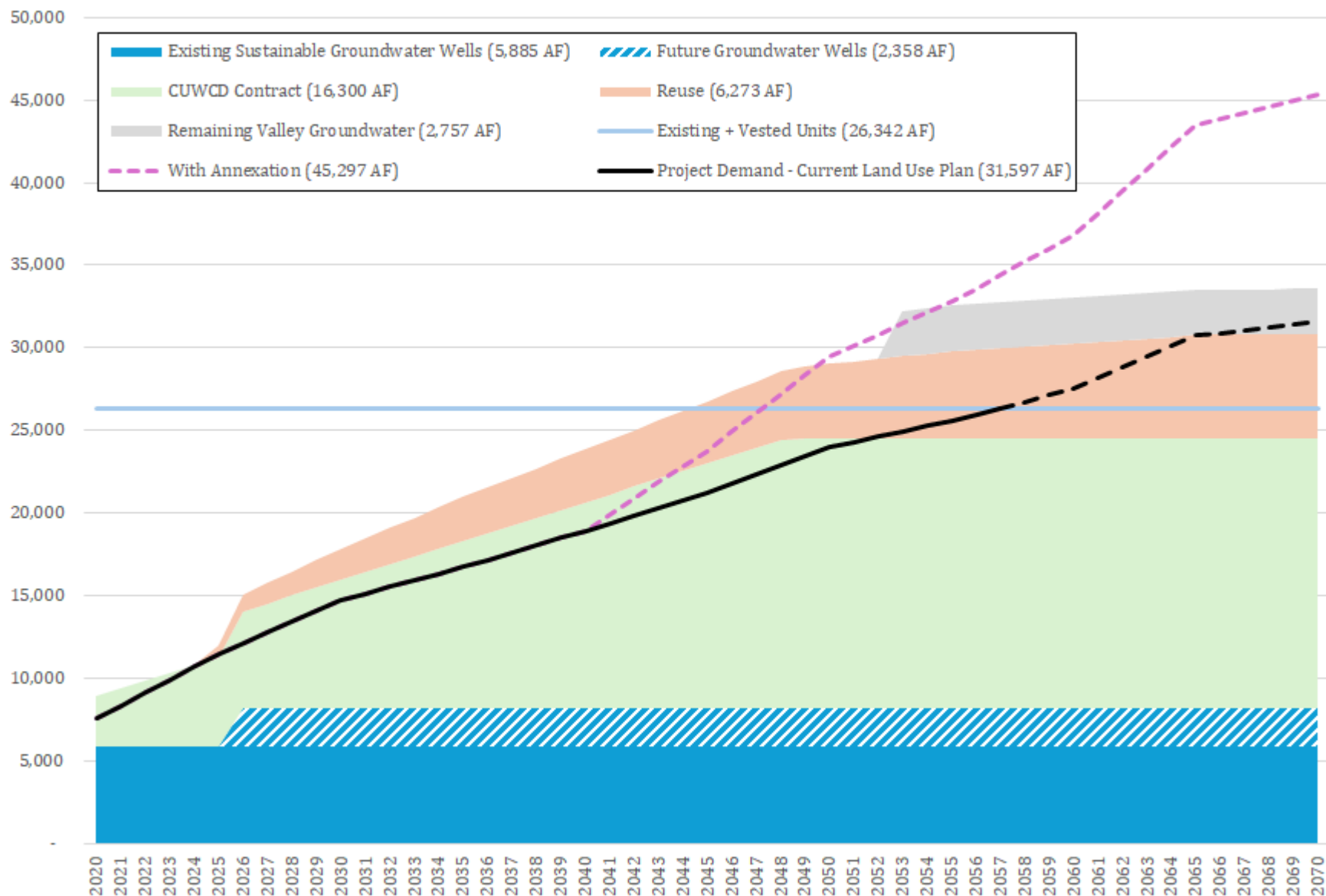
Eagle Mountain Supply and Demand Analysis - Land Use Impacts



Eagle Mountain Supply and Demand Analysis - Land Use Impacts



Eagle Mountain Supply and Demand Analysis - Land Use Impacts



Conclusions

- Eagle Mountain does not have enough existing supply for existing vested units (29,881 units).
- Eagle Mountain does not have enough supply for current land use at buildout.
- If reuse is granted by the State, Eagle Mountain is still short ~700 AF for projected buildout demands.
- Even if Eagle Mountain were able to obtain all supply within the valley, annexation may still be limited by available supply.

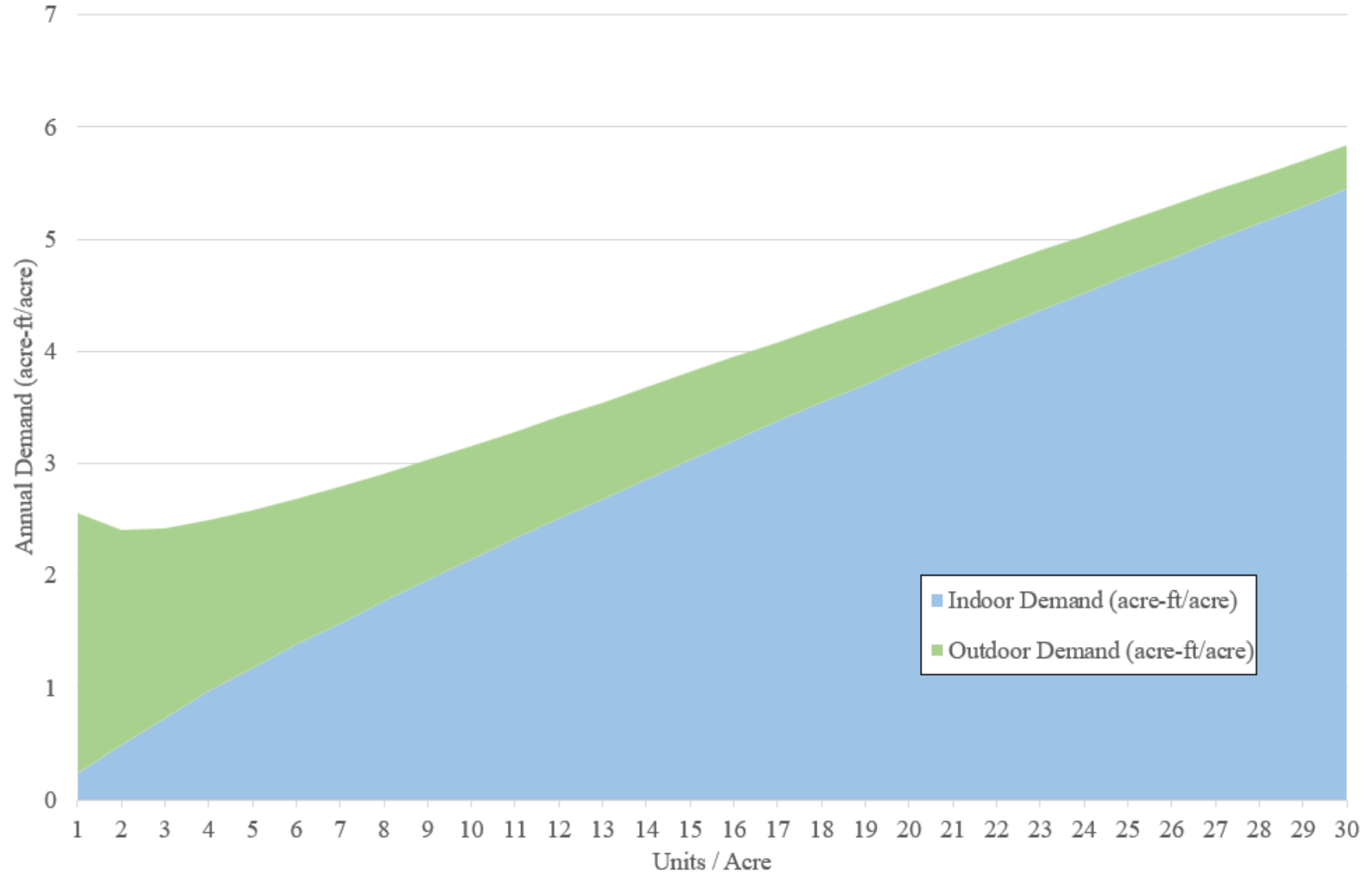
Recommendations

- Aggressively pursue reuse
- Maximize groundwater portfolio
 - Paper water rights $\neq$ wet water rights
 - Do not accept/approve development based on the face value of paper water rights
- Consider changes in city land use designations to reduce water use within Eagle Mountain

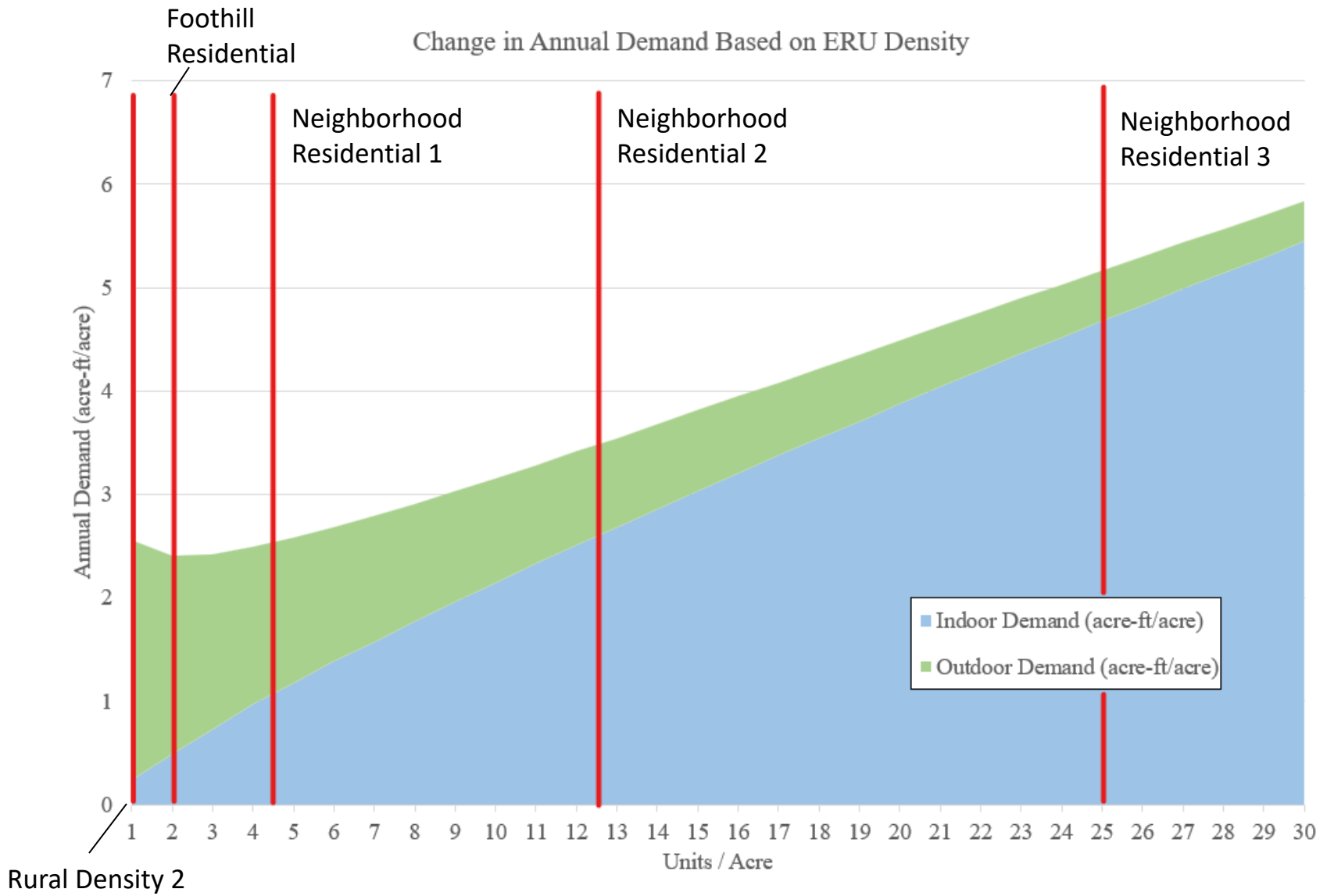
Policy Levers

- Conservation
 - Projections assume meeting current State of Utah Regional Conservation Goals
- Limit Area of Outdoor Irrigation
 - Consider max. irrigation areas for larger lots
- Land Use Designations

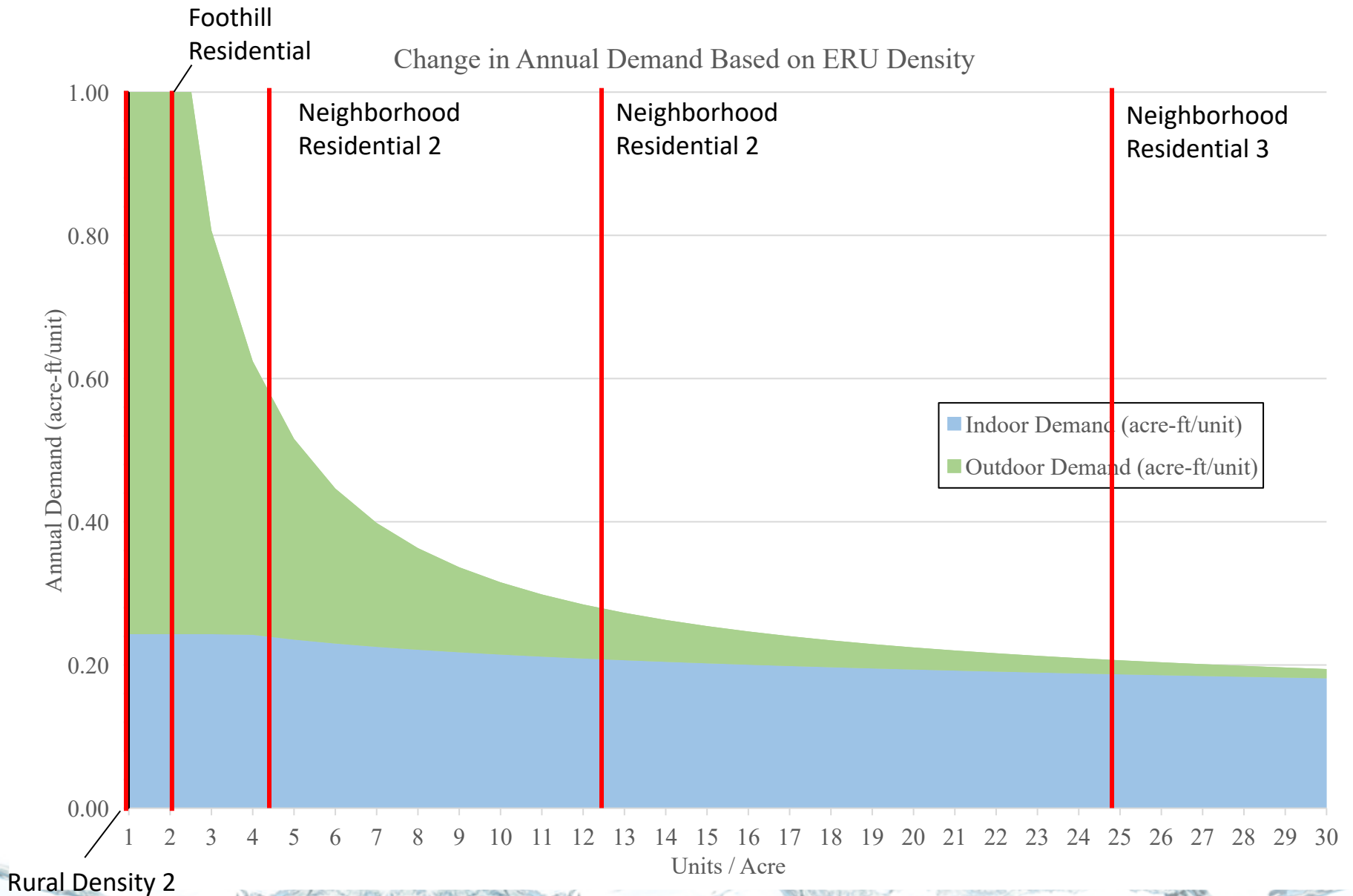
Change in Annual Demand Based on ERU Density



Change in Annual Demand Based on ERU Density



Change in Annual Demand Based on ERU Density



Water Use Scenarios

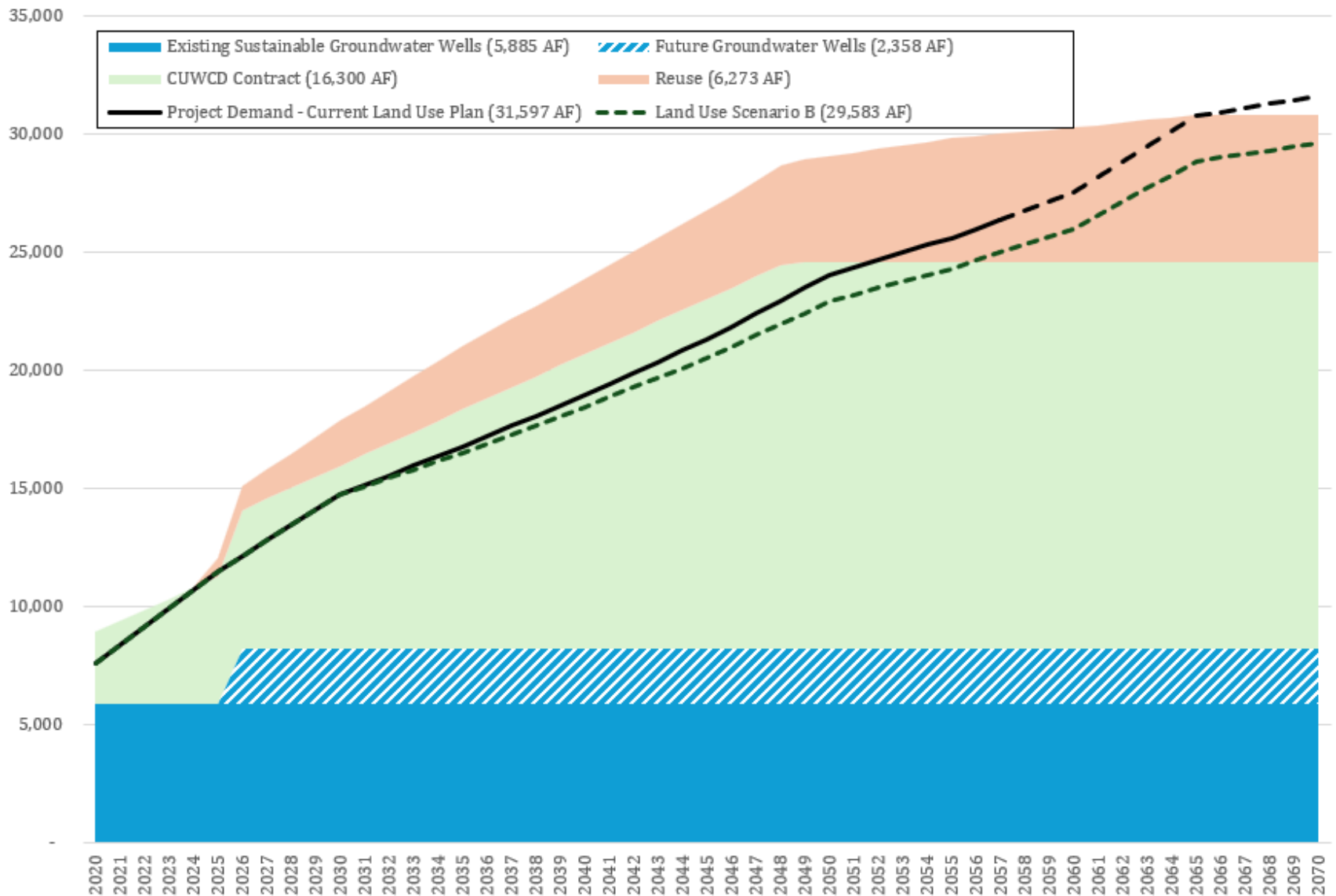
1. Irrigation Cap
2. Irrigation Cap + Moderate Land Use Changes
3. No New Supplies



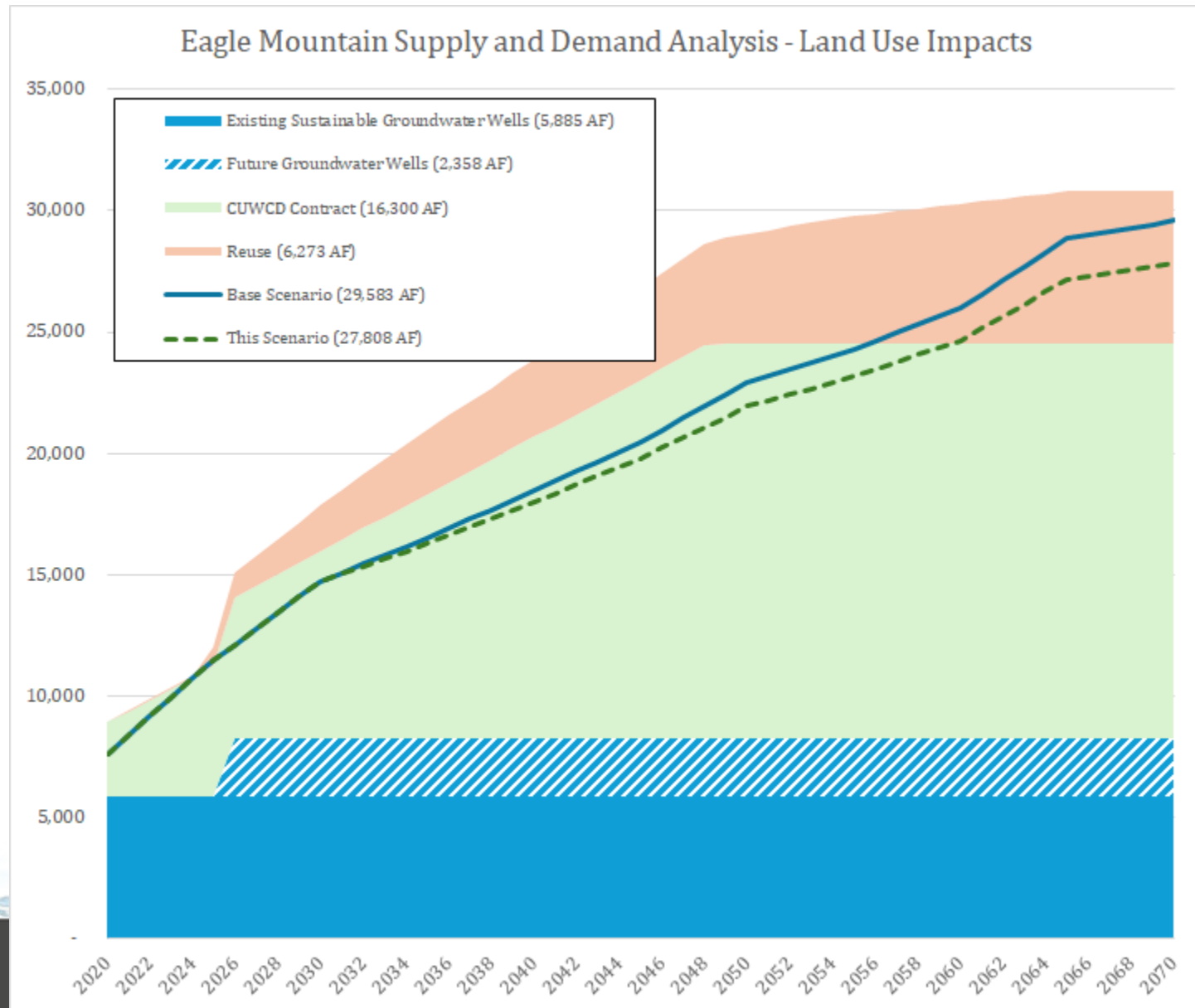
BOWEN COLLINS
& ASSOCIATES

Irrigation Cap

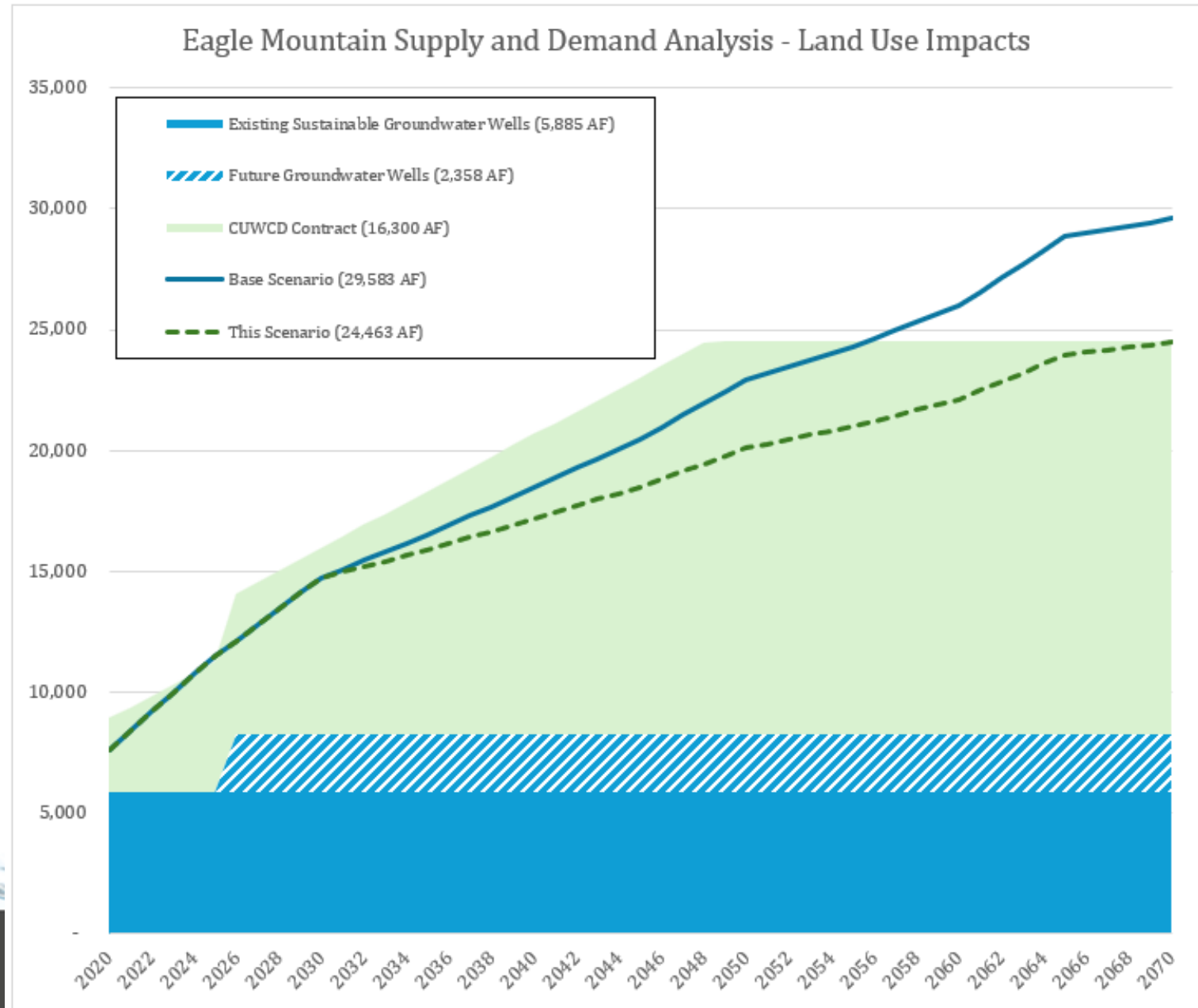
Eagle Mountain Supply and Demand Analysis - Land Use Impacts



Irrigation Cap + Moderate Land Use Changes



No New Supplies



Land Use/Water Use Tool



BOWEN COLLINS
& ASSOCIATES

Land Use Options

Land Use Parameters

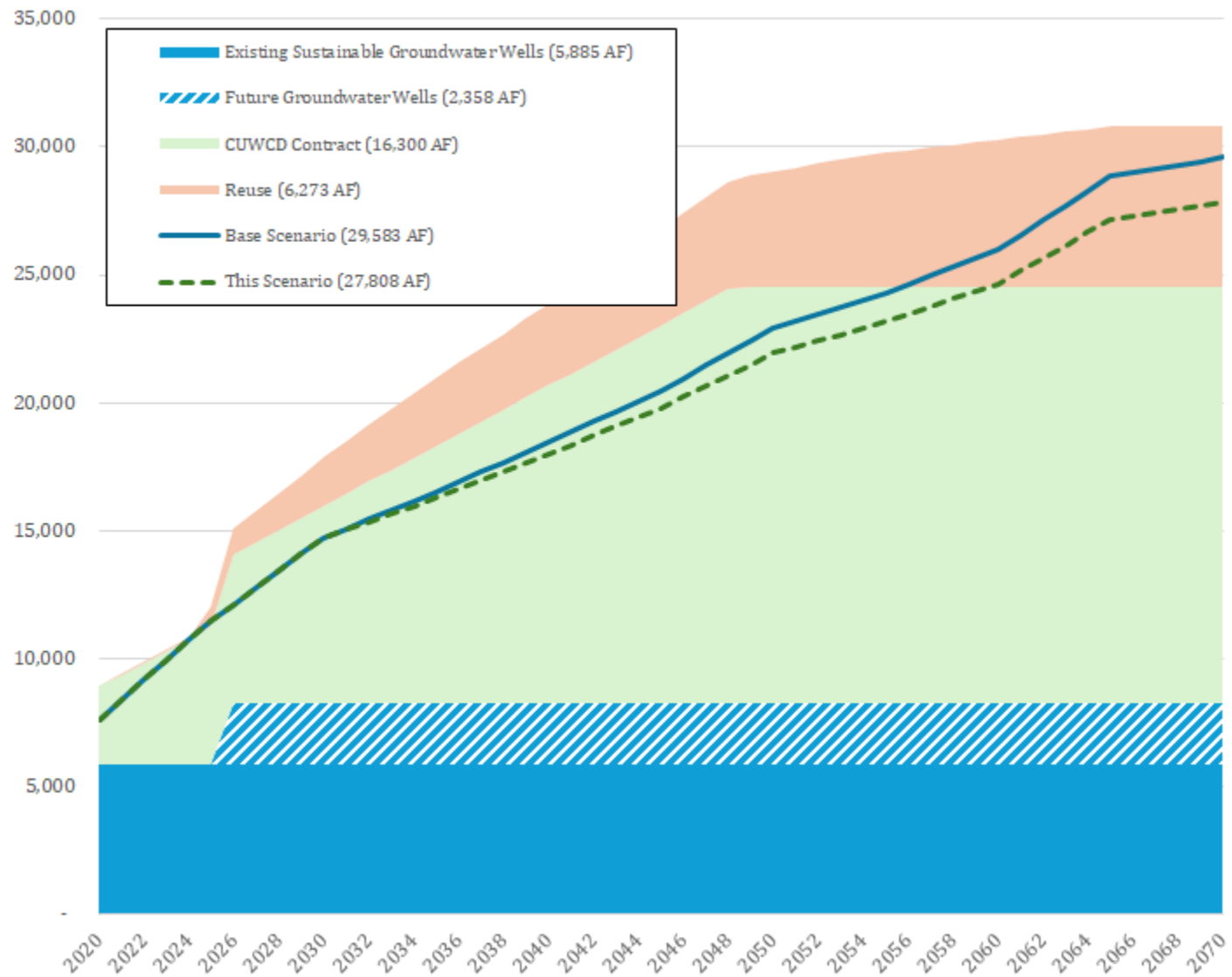
Eagle Mountain Land Use Scenario Explorer

Reset to Initial Values

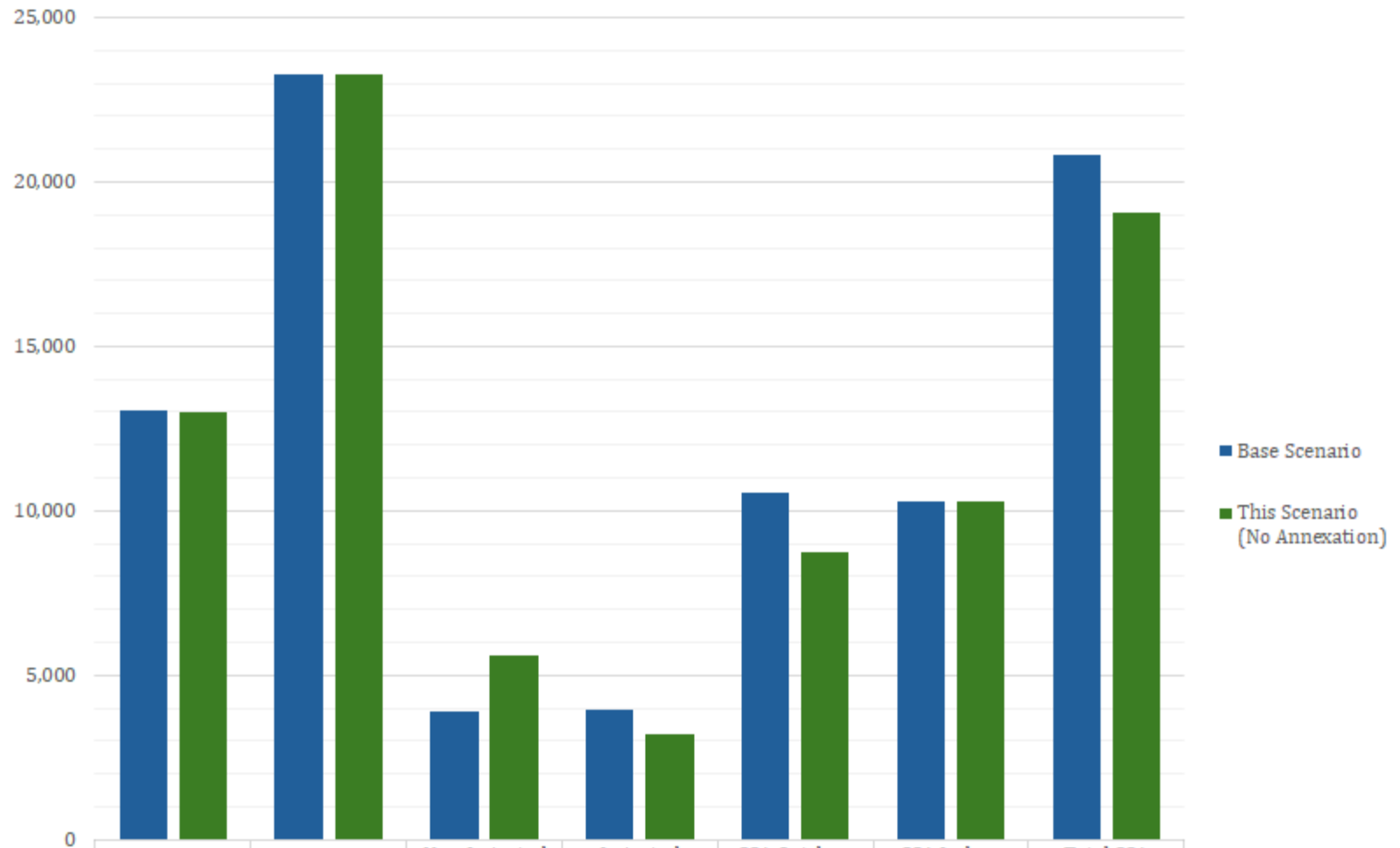
Parameter	Min	Max	Initial	Acreage	Parameter Adjustment
Business Park/Light Industry	0	4,120	3,296	3,296	
Employment Center Campus	0	1,276	1,021	1,021	
Regional/Community Commercial	0	1,959	1,567	1,567	
Foothill Residential	0	1,942	1,942	1,942	
Neighborhood Residential One	0	7,405	5,924	3,703	
Neighborhood Residential Two	507	5,070	507	1,648	
Neighborhood Residential Three	3	600	3	3	
Rural Density One	0	618	618	0	
Rural Density Two	1,543	3,086	1,543	1,543	
Town Center Mixed Use	427	854	427	427	



Eagle Mountain Supply and Demand Analysis - Land Use Impacts



Land Use Policy Impacts



	Population/10	Acreage	Non-Irrigated Acreage	Irrigated Acreage	SSA Outdoor (AF/year)	SSA Indoor (AF/year)	Total SSA (AF/year)
Base Scenario	13,031	23,266	3,875	3,972	10,530	10,295	20,826
This Scenario (No Annexation)	13,015	23,266	5,574	3,213	8,764	10,286	19,050



BOWEN COLLINS
& ASSOCIATES

Council Comments



BOWEN COLLINS
& ASSOCIATES

Land Use Plan - Scenario B

Landuse Type	Acreage	Land Efficiency	Units/Acre	Persons/ Unit	Equivalent Population	Indoor Demand (acre-ft)	% Irrigated	Irrigated Acres	Irrigation Rate (acre-ft/acre)	Total Outdoor Use (acre-ft/year)	Outdoor Use (acre-ft/year/gross acre)
Irrigated Open Space	113	90%	0	0	0	0	80%	81.4	2.792	227	2.01
Non-Irrigated Open Space	3,875	100%	0	0	0	0	0%	0.0	0.000	0	0.00
Schools	113	90%	2.83	3.9	1,122	64	40%	40.7	2.792	114	1.01
City Center Parks	142	90%	0	0	0	0	75%	95.9	2.792	268	1.88
Business Park/ Light Industry	3,296	80%	1.46	3.9	14,969	848	5%	131.8	2.329	307	0.09
Known Industrial Development (Tyson, Meta, Google)	2,160	80%	1.46	3.9	12,263	695	5%	86.4	2.329	201	0.09
Civic Uses	15	80%	2.83	3.9	132	8	15%	1.8	2.792	5	0.34
Employment Center Campus	1,021	80%	2.83	3.9	9,015	511	15%	122.5	2.329	285	0.28
Regional/ Community Commercial	1,567	80%	2.83	3.9	13,836	784	15%	188.0	2.329	438	0.28
Sub Total Non-Residential	12,302				51,338	2,910		748		1,845	0.15
Foothill Residential	1,942	60%	2	4.41	10,277	582	40%	466.1	2.329	1085	0.56
Neighborhood Residential One	5,924	75%	4.45	4.41	87,192	4,942	53%	2354.8	2.329	5484	0.93
Neighborhood Residential Two	507	75%	12.5	3.09	14,687	832	20%	76.1	2.329	177	0.35
Neighborhood Residential Three	3	75%	25	3.09	174	10	20%	0.5	2.329	1	0.35
Rural Density One	618	75%	0.25	4.41	511	29	10%	46.4	2.329	108	0.17
Rural Density Two	1,543	75%	1	4.41	5,103	289	20%	231.5	2.329	539	0.35
Town Center Mixed Use	427	75%	12.5	3.09	12,370	701	15%	48.0	2.329	112	0.26
Sub Total Residential	10,964				130,314	7,386		3,223		7,507	0.68
Total	23,266				181,652	10,295		3,972		9,352	0.40



Impact of a 100 Acre Change in Land Use Area

Land Use Type	Impact				
	Population	Irrigated Acreage	SSA Outdoor (AF/yr)	SSA Indoor (AF/yr)	Total SSA (AF/yr)
Business Park/Light Industry	-	4	9	26	35
Employment Center Campus	-	13	27	49	78
Regional Community Commercial	-	12	28	50	78
Foothill Residential	526	24	56	30	86
Neighborhood Residential One	1,471	40	92	83	176
Neighborhood Residential Two	2,899	15	35	164	199
Neighborhood Residential Three	5,767	15	35	327	360
Rural Density One	81	8	18	5	23
Rural Density Two	331	15	35	19	53
Town Center Mixed Use	2,884	12	26	163	188



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	Cedar Glen discussion
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	n/a
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park - Light Industrial, as per the December 2021 Ault Farms MDA	208

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Discussion item only.

BACKGROUND:

The Planning Commission and City Council reviewed the first draft of a concept plat known as Cedar Glen located east of Public Works and the wastewater treatment plant. Revisions have been made to the concept plan with the primary change of pushing residential areas farther to the east.

ITEMS FOR CONSIDERATION:

Staff does have the following thoughts on the current proposed plan.

1. 92 percent of the 498 single-family lots are 3,200 square feet (CL zone - 321 lots) and 4,500 square feet (RC zone 177 lots) with 42 lots in the R3 and R2 zone. The remainder of the residential use consists of 60 condos (MF2) and 98 townhomes (MF1).
2. Rear setback in the proposed CL zone is 10 feet. Very limited to what can be done. However, this setback has been used in older subdivisions as well as lots smaller than 3,200 square feet.
3. EMMC does not have code standards to regulate the CL zone.
4. Small park areas maintained by the HOA can be consolidated into a large central park which may then be maintained by the City which is the direction in EMMC.
5. The proposed school site football field orientation is not the standard. Football fields are oriented north to south. Reorientation could change the potential layout of the school site and surrounding property.
6. Some street block lengths are too long, even if a pedestrian corridor is used.
7. Park within the MTECH campus is not readily accessible to the residents. If maintained privately as part of the school campus, then no concern. If the intent is to receive open space credit, it should be located closer to the residents.

8. Distance from waste water treatment plant is still likely to impact residents.

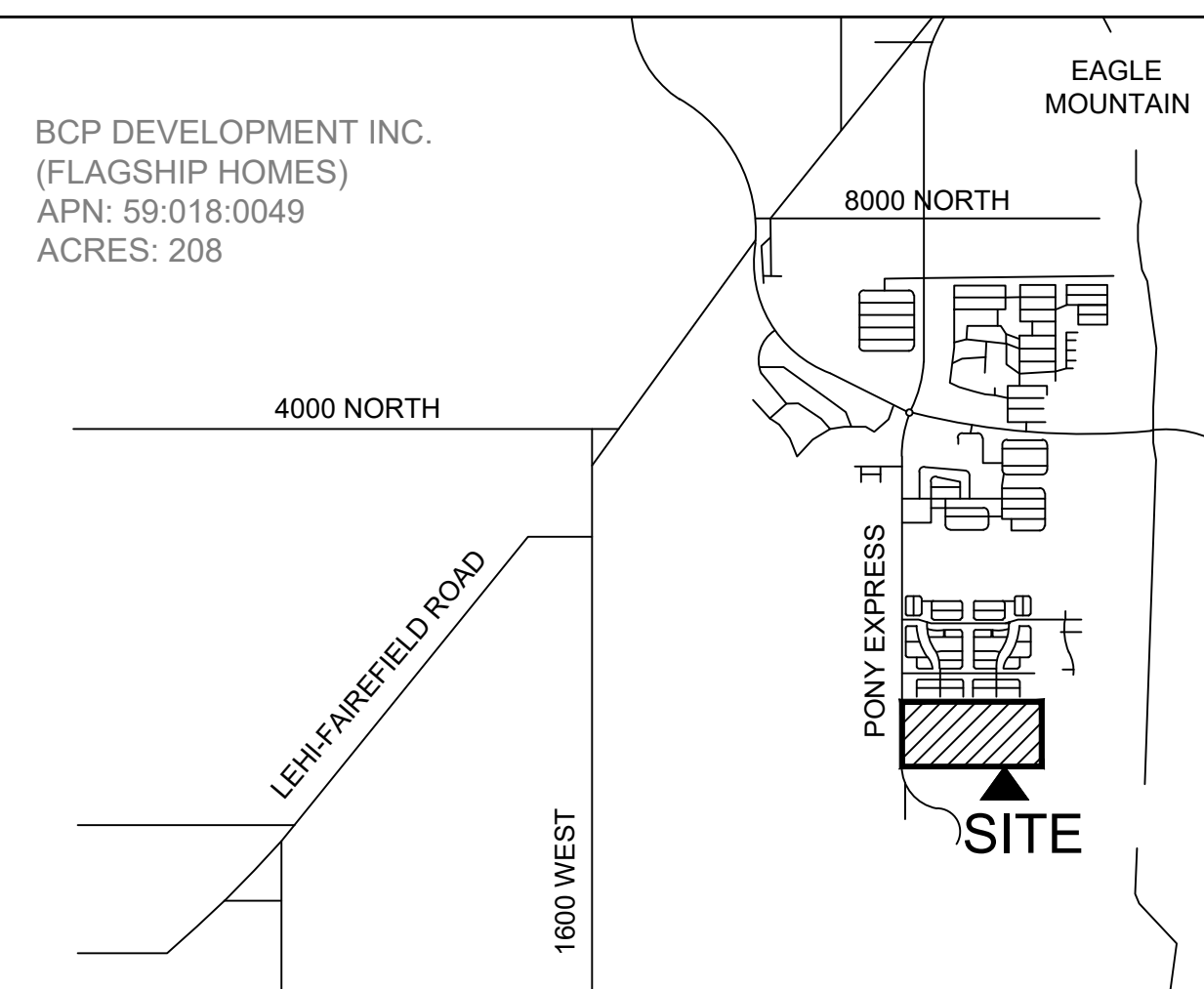
PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. Concept Plan



- ### 3.6 ACRES REQUIRED HOA MAINTAINED





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	DISCUSSION - Open Space Plan (<i>anticipated time 20 minutes</i>)
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	Newly created, budgeted item
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Native Open Space	1,000+ acres, and growing

PUBLIC HEARING

No

PREPARED BY

Todd Black, Wildlife
Biologist/Environmental Planner

PRESENTED BY

Todd Black

RECOMMENDATION:

Staff recommends that the City Council receive a brief update on the current draft of the Open Space Plan. Councilmembers may submit comments or feedback to staff over the next **three weeks** for consideration.

A longer discussion will be held after the three-week Council review period.

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission has been given the draft Open Space plan and provided general comments/input.

ATTACHMENTS:

1. EMC Open Space Management Plan - DRAFT

Eagle Mountain City Natural Open Space & Wildlife Habitat Management Plan

2025





Prepared for

City of Eagle Mountain City, Utah
Planning Department

3726 E Campus Dr., Suites H
Eagle Mountain, UT 84005

**Prepared by**

Nathan Shumway

Environmental Planning Intern.

Nshumway@eaglemountain.gov

Todd Black

Wildlife Biologist &
Environmental Planner.

Tblack@eaglemountain.gov

With Support from

Eagle Mountain Nature and Wildlife Alliance

<https://www.emwildlife.org>

PO Box 400, Cedar Valley, UT 84013

TABLE OF CONTENTS

Executive Summary	7
INTRODUCTION.....	8
Purpose and Need.....	8
Coordination with other Plans.....	9
Timeline of Plan Development.....	10
Goals	11
Definitions	11
METHODS–DATA COLLECTION	13
Data Gathering Methods.....	13
Community Engagement	13
NATURAL OPEN SPACE MANAGEMENT AREAS.....	14
Overview.....	14
Adjacent Land Ownership.....	14
PHYSICAL FEATURES.....	15
Soil Profile	15
Water Resources.....	15
BIOLOGICAL RESOURCES	15
Vegetation and Habitat Types.....	15
Noxious Weeds.....	17
Wildlife & Wildlife Habitat.....	18
Recreation Resources	18
Fire Risk Abatement	19
Resource Management Plan.....	21
Resource Management Issues	22
Site-Specific Management Strategies.....	22
Critical Mule Deer Migration Corridor.....	26
Tickville Gulch Management Area	29

Utility Right-of-Way	33
Natural Parks	35
Mountain Ranches Bike Park	38
Pedestrian Corridors.....	42
Detention Pond Management Areas.....	45
Utility Areas: City Water Tanks, Well Sites, & Evaporation Ponds.....	51
Goats for Ecological Management of Noxious Weed	53
References.....	55
APPENDICES	57

List of Tables

Table 1: Summary of Plant Communities.....	16
Table 2: Noxious Weeds	17
Table 4: Resource mgmt. Issues	22
Table 6: Migration Corridor mgmt. Actions	26
Table 7: Tickville mgmt. Actions	28
Table 8: Utility Right-of-Way mgmt. Actions	32
Table 9: Wildlife Overlay Zones mgmt. Actions	35
Table 10: Mountain Ranches Bike Park mgmt. Actions	38
Table 11: Pedestrian Corridors mgmt. Action	41
Table 12: Detention Ponds mgmt. Actions.....	43
Table 13: Utility Areas mgmt. Actions	49

List of Figures

1. Eagle Mountain Open Space Overview	12
2. Home Ignition Zone	21
3. Migration Corridor Overview	24
4. Migration Corridor MGMT Area	25
5. Tickville Gulch MGMT Area	27
6. Utility Right-of-Way MGMT Area 1	29
7. Utility Right-of-Way MGMT Area 2	30
8. Natural Parks	34
9. Mountain Ranches Bike Park	38
10. Pedestrian Corridors 1	40
11. Pedestrian Corridors 2	41
12. Detention Ponds	43
13. Utility Areas Overview	45
14. Utility Areas Water Tanks	46
15. Utility Areas Well Sites	47
16. Utility Areas Evaporation Ponds.....	48

List of Appendices

A. Mule Deer Migration Corridor	56
B. Landfire Data	57
C. Cedar Valley Water Sheds	58
D. Eagle Mountain Recreation Resources	59
E. Noxious Weed Treatment Strategies	60
F. Public Survey Results	72

Executive Summary

Eagle Mountain City's Natural Open Space & Wildlife Habitat Management Plan (2025) establishes a framework for the stewardship, restoration, and sustainable use of over 1,000 acres of publicly owned natural open space. Developed in response to the city's rapid growth and increasing development pressure, this plan provides the strategic direction necessary to protect native ecosystems, enhance wildlife corridors, reduce wildfire risk, and support community recreation for future generations.

Rooted in the best ecological practices and informed by local data collection, stakeholder engagement, and community surveys, the plan emphasizes conservation, connectivity, and community resilience. It is aligned with broader city planning goals, particularly the [2020 Parks, Trails, and Open Space Master Plan](#) and the [2018 General Plan](#), both of which prioritize the preservation of scenic beauty, open space amenities, and habitat for wildlife.

Key objectives include:

- Preserving wildlife habitat and migration corridors, with a focus on the mule deer population and native flora and fauna.
- Mitigating wildfire risks via fuel reduction, green strips, and partnerships with fire agencies.
- Enhancing public access through thoughtful recreational design while protecting sensitive ecological zones.

The plan introduces a series of site-specific management strategies, prioritized by urgency and scale, covering areas like detention ponds, pedestrian corridors, natural parks, and utility ROWs. It also proposes innovative programs such as goat grazing for noxious weed management and collaborative trail stewardship initiatives.

This plan marks a significant step forward in Eagle Mountain City's commitment to environmental stewardship, adaptive management, and community well-being. By integrating ecological management with local values and municipal planning, it ensures that Eagle Mountain's natural landscapes remain a defining and enduring feature of the city's identity.

Natural Open Space & Wildlife Habitat Management Plan. Eagle Mountain City, Utah

March 2025

INTRODUCTION

Purpose and Need

Eagle Mountain City is experiencing rapid population growth, having increased by more than 30% between 2020 and 2023 ([US Census 2024](#)), with population predictions indicating continued expansion in the coming decades. As one of Utah's fastest-growing communities, this growth brings increased demand for housing, infrastructure, and recreational opportunities. With additional residents comes a rise in the use and expectation of public areas and natural open spaces. These areas will experience increased visitation and recreational use, along with heightened public interest in maintaining access to scenic, ecological, and recreational amenities. While this increased use supports community health and quality of life, it also places added pressure on native landscapes, wildlife habitats, and the ecosystem services they provide. Without proactive planning and coordinated management, these areas may become degraded over time, compromising their ecological integrity and long-term value to the community.

This Natural Open Space & Wildlife Habitat Management Plan, hereafter referred to as the Plan, provides a clear framework to guide the responsible stewardship of Eagle Mountain City's native open space areas. It outlines the strategies and actions necessary to manage these spaces in a way that supports both ecological function and

community needs. The plan emphasizes the critical role of wildlife and their habitats in maintaining watershed health, biodiversity, and the city's natural character. It is designed to ensure that natural resource protection and land stewardship efforts keep pace with urban growth, and that future generations can continue to benefit from the city's open space network.

More specifically, this plan is intended to:

1. Document existing conditions and resource management issues on these areas, including those that affect wildlife habitats.
2. Identify and prioritize actions and strategies to address resource management concerns and maintain the overall integrity of natural resources, ensuring continued support for local wildlife and wildlife habitat.

Coordination with other Plans

This Plan aligns with existing citywide planning efforts. In particular, it supports and advances the goals set forth in the 2020 Eagle Mountain City Parks, Trails, and Open Space Master Plan and the 2018 Eagle Mountain City General Plan.

2020 Eagle Mountain City Parks, Trails, & Open Space Master Plan

The 2020 Parks, Trails, and Open Space Master Plan serves as an update to the 2011 version, developed in response to Eagle Mountain's rapid growth. Its primary purpose is to establish a long-term vision for enhancing and maintaining the city's parks, trail systems, and open spaces to meet the evolving needs of a growing community.

A key focus of the 2020 plan is the preservation of natural, cultural, and historic features, including hillsides, ridgelines, wildlife corridors, and other ecologically significant areas. This current management plan directly supports those objectives by outlining specific strategies for conserving the city's most sensitive and natural resources and key open spaces.

2018 Eagle Mountain City General Plan

The 2018 Eagle Mountain City General Plan also provides a foundational framework for this management plan. In particular, it emphasizes the importance of creating "Meaningful Open Space and Amenities", supported by two core guidelines:

1. Preserve Eagle Mountain's scenic beauty, vistas, and wildlife habitat.
2. Invest in beautifying parks and open space areas.

In Part Two of the General Plan—Implementation Goals, Strategies, and Objectives—the following directive further reinforces the relevance of this management plan:

“Protect the open space and natural areas valued by Eagle Mountain residents for scenery, public health, city character, and wildlife habitat values.”

This plan responds to that directive by providing a detailed framework for the long-term stewardship of natural open space and wildlife habitat, ensuring that these values remain integral to the city’s future development and identity.

Timeline of Plan Development

The development of Eagle Mountain City's Open Space Management Plan has been a collaborative effort aimed at creating a sustainable and strategic approach to managing the city's natural open spaces. Key milestones in the planning process include:

- **January 2024 – Partnership with Utah State University (USU):** Eagle Mountain City partnered with Landscape Architecture and Environmental Planning Department at Utah State University to develop a strategy for drafting and implementing an Open Space Management Plan. This partnership provided research support and helped establish a framework for managing the city’s open spaces effectively.
- **October 2024 – Establishment of the Open Space Division:** The City Council approved the creation of an Open Space Division under the Parks and Recreation Department. This new division was tasked with overseeing the management, maintenance, and conservation of city-owned open spaces, ensuring a dedicated focus on environmental stewardship and recreation planning.
- **April 2025 – Presentation of Draft Plan to Planning Commission and City Council:** A draft of the Open Space Management Plan was presented to the Eagle Mountain City Planning Commission and City Council for review. This stage allowed for initial feedback and recommendations before finalizing the plan for adoption and implementation.

Future steps will involve continued refinement of the plan based on community input, city leadership direction, and best management practices, ensuring a long-term vision for Eagle Mountain’s open spaces.

Goals

The primary goal of this Plan is to establish a strategic framework for the conservation, restoration, and sustainable management of Eagle Mountain City's natural areas. This plan prioritizes the protection of native ecosystems, enhancement of wildlife habitats, and maintenance of ecological connectivity of these habitats to support biodiversity. Additionally, it seeks to balance environmental stewardship with responsible outdoor recreation by implementing science-based management strategies, ensuring that these spaces continue to provide ecological, recreational, and community benefits for future generations.

Objectives of the Natural Open Space and Wildlife Management Plan:

- **Outline actions and strategies and monitoring protocols** tailored to the unique needs of Eagle Mountain City's natural areas.
- **Preserving wildlife habitat** to support biodiversity and ensure natural environments for native species.
- **Maintain the structural and functional integrity** of these spaces so they continue fulfilling essential ecological and recreation roles, including habitat corridors and outdoor recreation opportunities.
- **Foster a balanced and sustainable relationship** between people and nature through focused management.
- **Implement adaptive management practices** to ensure open space parcels are progressing toward improved ecological health and resilience over time.

Definitions

- **Natural Open Space**—also referred to as “unimproved” or “undeveloped” open spaces under Eagle Mountain's zoning and as “conservation open space” in the [2020 Parks, Trails, and Open Space Plan](#)—denotes publicly owned parcels preserved in their natural state. Characterized by native vegetation, undisturbed ecosystems, and minimal human alteration, these areas are managed to protect ecological features such as plant communities, individual flora, and fauna, as well as wildlife habitats while providing opportunities for passive recreation, education, mitigation, and conservation. By designating land as a natural open space, Eagle Mountain City seeks to preserve its natural heritage, support biodiversity, and maintain the overall ecological health of the

watershed, (HUC 54 Cedar Valley).

- **Improved and Developed Open Space**—generally referred to as “open space” in Eagle Mountain City’s zoning and “recreation open space” in the 2020 Parks, Trails, and Open Space Plan—refers to land that has been intentionally developed or altered for public use and enjoyment, incorporating landscaping, infrastructure, and amenities that enhance its functionality, accessibility, and aesthetic appeal. Unlike Native Open Space, which is preserved in its natural state, Improved Open Space is actively managed and maintained to support a variety of recreational, social, and community activities. It often includes features such as manicured lawns, walking paths, playgrounds, sports fields, and picnic areas, making it an integral part of Eagle Mountain City’s community fabric. Areas of improved open space will not be addressed in this plan and all goals, actions, and strategies are addressed in the Parks Trails and Open Space plan of 2020.

Assets: refer to the physical resources owned, managed, or maintained by Eagle Mountain City to support municipal functions and services. These assets can be categorized into three primary types:

- **Buildings:** City-owned structures such as offices, maintenance facilities, and other buildings that support city operations and services.
- **Equipment:** Tools, vehicles, and machinery necessary for maintaining infrastructure, open space areas, and city services (e.g., maintenance vehicles, landscaping tools, monitoring equipment).
- **Open Space Property:** City-owned parks, natural open spaces, utility corridors, and designated conservation lands that require management for recreation, habitat conservation, or infrastructure protection.

Objectives: are the specific, measurable goals that guide the implementation of the management plan. They define what the city aims to achieve through its policies, programs, and management efforts.

Strategies: Strategies outline the broad approaches or methods that will be used to achieve the stated objectives. They provide direction on how the city will implement policies, manage resources, and address challenges over the long term. Strategies are less specific than actions but serve as guiding principles for decision-making.

Tasks: Tasks are detailed, actionable steps that implement each strategy. They describe who is responsible, the timeline, necessary resources, and performance indicators.

Tasks are the operational components of the plan and will be tracked using the city's asset tracking software (© OpenGov).

METHODS—DATA COLLECTION

Data Gathering Methods

To develop an informative and effective Plan, data gathering was conducted using two primary methods: site visits and in-person interviews with management professionals. Site visits were undertaken across open space parcels in Eagle Mountain to assess current conditions, identify existing challenges, and evaluate opportunities for improvement. These field assessments provided firsthand observations of vegetation health, wildfire risks, ecological problems, and accessibility concerns.

In addition to site visits, in-person interviews were conducted with city professionals from multiple departments to gain insights into the challenges of open space management. These discussions provided valuable information on resource constraints, funding concerns, maintenance priorities, and coordination efforts among city entities. The combination of on-the-ground assessments and expert input ensured a comprehensive understanding of Eagle Mountain's open space management needs.

Community Engagement

Public Survey

During the summer of 2024, a public survey was administered to Eagle Mountain residents, yielding 1,059 responses. The primary purpose of this survey was to gauge the importance of open spaces within the community, identify which areas residents frequent, understand how they access these spaces, determine their reasons for visiting, and assess visitation frequency. The feedback gathered from this survey has been instrumental in shaping community engagement strategies and ensuring that the open space management plan aligns with public needs and priorities. Results from this survey can be viewed in the appendix section of this plan ([See Open Space Survey](#)).

Resident Employee Interviews

A series of interviews was conducted with residents who also serve as employees of Eagle Mountain City. These individuals offered a distinct perspective on open space management by drawing on their dual roles—both as community members and as professionals responsible for overseeing and maintaining these areas. Their insights proved to be invaluable for understanding how open spaces are used, the

challenges associated with managing them, and the opportunities that exist for improving their long-term stewardship. Through these conversations, the plan was able to integrate on-the-ground knowledge of daily operations with a resident-focused viewpoint, ultimately enhancing the relevance and practicality of the open space management strategies.

NATURAL OPEN SPACE MANAGEMENT AREAS

Overview

Natural open space in Eagle Mountain City consists of more than 1000 acres of land. These areas include the following types of open space:

- **Wildlife Corridors**
- **Natural Washes including Tickville Gulch**
- **Utility Rights-of-Way (ROW)**
- **Natural Parks**
- **Detention and Retention Ponds**
- **Pedestrian Corridors**
- **City Utility Sites**

Adjacent Land Ownership

Eagle Mountain is in northwestern Utah County, Utah, within the western foothills of the Cedar Valley. The city is geographically positioned between two significant public land areas managed by the Bureau of Land Management (BLM). To the east, The Lake Mountains Range dominates the landscape, with its rugged terrain and open space, serving as a critical area for outdoor recreation and habitat conservation. To the west, the Oquirrh Mountains form a natural boundary, also managed by the BLM, providing a mix of undeveloped landscapes and historical mining sites. Directly north of Eagle Mountain lies Camp Williams, a vast military training ground operated by the U.S. Department of Defense and Utah Army National Guard, restricting public access, and shaping land use patterns in the region.

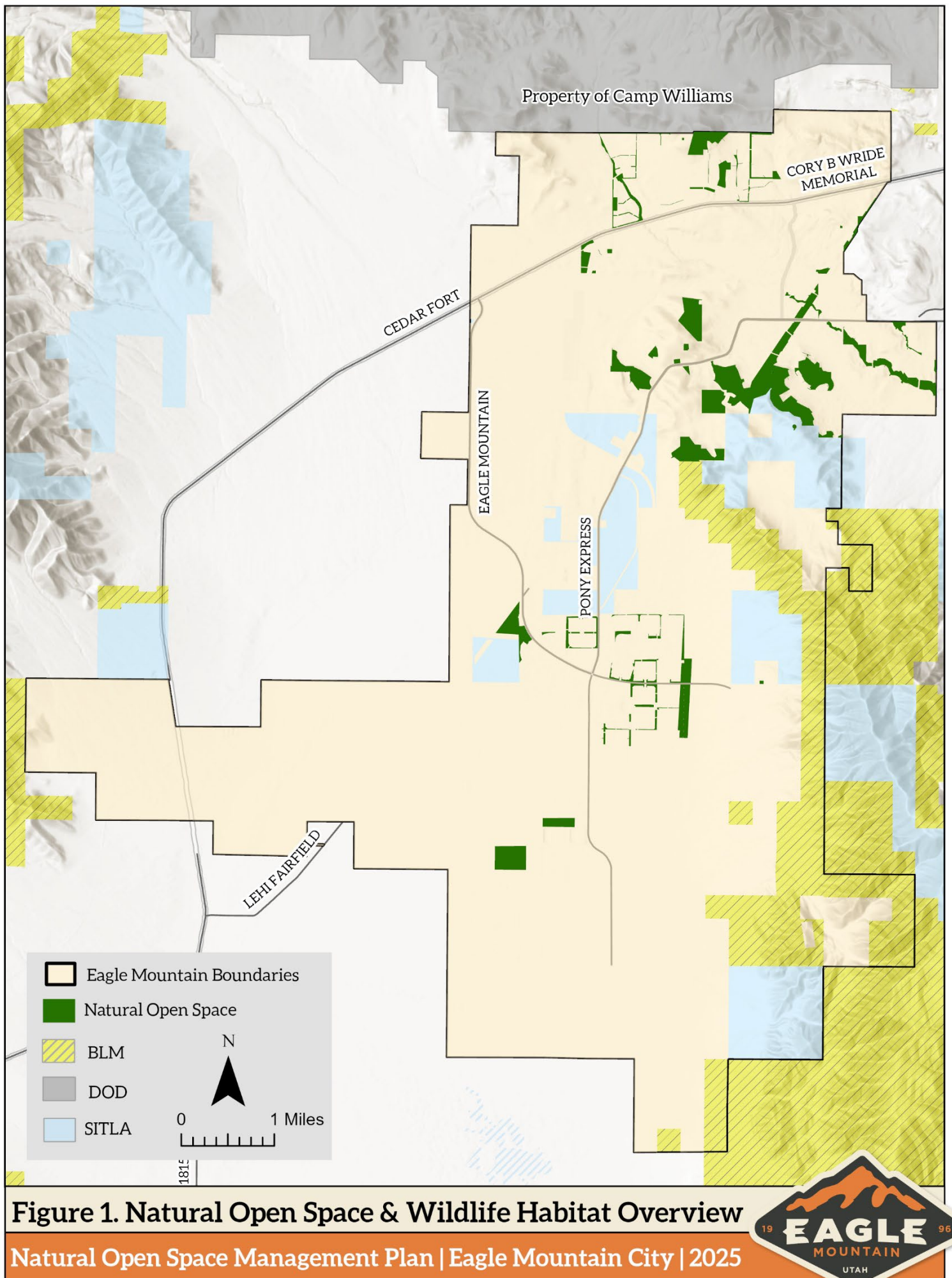
Natural open space is located throughout the city as well. In the north portion of the city there are several areas that are likely to be natural parks and zoned as wildlife overlay zones. These wildlife overlay zones lie between the North Bench community and Camp Williams. Running south from Camp Williams is Tickville Gulch. Tickville Gulch is an undeveloped perennial stream drainage that originates within Camp

Williams, where its upper drainage area collects seasonal runoff and precipitation from the Oquirrh Mountains. From there, it flows southeast through Eagle Mountain before eventually reaching Saratoga Springs. And emptying into Utah Lake. Tickville Gulch passes through residential and commercial areas as well as city parks.

Other natural parks exist in the Ranches Gateway neighborhoods. Adjacent to these parcels are residential parcels as well as land owned by the BLM and State Institute of Trust Lands (SITLA).

Running north to south in Eagle Mountain city is a utility right-of-way (ROW) that provides access to power, gas, and communication lines. There are strict development restrictions within the ROW. The ROW passes through Eagle Mountain City Boundaries, into SITLA and BLM owned land and then back into Eagle Mountain.

Through out Eagle Mountain City, there are certain privately-owned parcels zoned as wildlife overlay zones that remain under private management. The city does not have direct management authority over these private lands; meaning, conservation efforts, habitat protection, and land use decisions in these areas are determined by the respective landowners. However, the city can encourage responsible stewardship and explore partnerships to align private land management with broader conservation goals where feasible.



PHYSICAL FEATURES

Soil Profile

Eagle Mountain City sits atop predominantly well-drained, alkaline soils characteristic of the semiarid Central Basin and Range region. These soils often exhibit loamy to sandy textures and may include deposits derived from ancient lakebeds, such as those of Lake Bonneville. Although generally suitable for native vegetation, they can be prone to erosion and compaction—particularly on slopes or where human recreation is intense. Proper soil management, including erosion control measures, is essential to maintaining soil stability.

Water Resources

Eagle Mountain City is an arid municipality with no permanent bodies of water or perennial streams within city boundaries. However, the city is influenced by three distinct watersheds: the Dry Creek–Jordan River Watershed, the Tickville Gulch Watershed, and the Mannon Canyon–Fremont Canyon Watershed ([see Watersheds in Appendix](#)). These watersheds play a crucial role in shaping the landscape, as they occasionally transport water through Eagle Mountain during heavy storms or seasonal snow melt. While not a consistent water source, these intermittent flows contribute to erosion patterns, vegetation growth, and water management considerations within the city's open spaces.

BIOLOGICAL RESOURCES

Vegetation and Habitat Types

Eagle Mountain is situated in the semiarid desert of the Great Basin Ecosystem, characterized by low annual precipitation, cold winters, and high temperature variability. Vegetation across this high-desert landscape typically includes sagebrush such as (*Artemisia, tridentata* spp.) and various bunch grasses that are adapted to the scarcity of water. In addition, pinyon pine (*Pinus, monophylla*), juniper (*Juniperus, osteosperma* and *Juniperus, scopulorum*), rabbitbrush (*Ericameria, nauseosa* spp.), sagebrush (*Artemisia, tridentata*), and mountain mahogany (*Cercocarpus ledifolius* Nutt.) can be found throughout the area, each having evolved specific traits—like deep root systems or resinous leaves—to cope with the region's arid conditions and temperature extremes. This blend of hardy species shapes the ecological framework of Eagle Mountain, influencing everything from soil stability and erosion control to wildlife habitat and water availability. (see https://en.wikipedia.org/wiki/Great_Basin_Desert)

Table 1. Summary of Plant Communities

Habitat Type	Approximate Acres
Inter-Mountain Mixed Sagebrush Shrubland	7,448
Pinyon Pine & Juniper Woodland	1,822
Semi-Desert Grassland	80.5
Inter-Mountain Curl Leaf Mahogany Woodland	75

Inter-Mountain Mixed Sage Brush Shrub Lands

The Sagebrush Shrubland community is the dominant native plant community in Eagle Mountain City and can be found throughout all open space categories occurring on both hillsides and valley floors. This community is dominated by Wyoming big sagebrush (*Artemisia, tridentata*) and less prevalent shrub species including rubber rabbitbrush (*Ericameria, nauseosa*), black greasewood, (*Sarcobatus vermiculatus*) and four-wing saltbush (*Atriplex, canescens*). This community is relatively undisturbed except for impacts from invasive weeds, fires, and existing recreation trails.

Pinyon Pine & Juniper Woodlands

The pinyon pine & Juniper woodlands generally occur on hillsides within the Wildlife Overlay open spaces as well as the Utility ROW. This community is dominated by an overstory of pinyon pine (*Pinus, monophylla*) and Rocky Mountain juniper (*Juniperus, scopulorum*). Other prevalent shrub species include big sagebrush (*Artemisia, tridentata*), mountain mahogany (*Cercocarpus, montanus*), and antelope bitterbrush (*Purshia, tridentata*). Herbaceous understory cover is sparse in this community and is dominated by Sandberg bluegrass (*Poa, secunda*), blue bunch wheatgrass (*Pseudoroegneria, spicata*), and western wheatgrass (*Pascopyrum, smithii*). This community is relatively undisturbed except for impacts from existing trails.

Semi-Desert Grasslands

A semi-desert grassland is generally found in the lower elevation valleys and consists of arid drought resistant bunchgrass like blue grama (*Bouteloua, gracilis*) and galleta (*Pleuraphis, rigida*), interspersed with scattered shrubs like big sagebrush (*Artemisia, tridentata*) and four-wing saltbush (*Atriplex, canescens*).

Inter-mountain Curl Leaf Mahogany Woodlands

This plant community is dominated by the Curl-leaf Mountain Mahogany (*Cercocarpus, ledifolius* Nutt.) shrub or small tree, typically found in the arid, higher elevation regions in Cedar Valley. It is characterized by its dense, twisted branches,

small leathery leaves that curl under, and distinctive long, feathery, plume-like fruit, and typically grows on dry rocky slopes and dry, well-drained soils with minimal vegetation due to its high drought tolerance; this woodland provides critical habitat for wildlife particularly mule deer (*Odocoileus, hermionus*) in this harsh environment. [See *landfire.gov*](#)

Noxious Weeds

A critical component of this plan focuses on vegetation management, particularly controlling noxious weeds. In Eagle Mountain, these species are identified in compliance with the State of Utah’s official noxious weed list, pursuant to Utah Noxious Weed Act ([Utah Code 4-17-101](#) et seq.) and Utah Administrative [Code R-68-9-3](#). Additionally, this plan incorporates local regulations established under Eagle Mountain City Code 8.07.020, titled “Weeds and Other Refuse.” By adhering to both state-recognized guidelines and local ordinances, the city ensures its weed management efforts align with broader regulatory and conservation goals of the county and state.

Table 2. Noxious Weeds

Common Name	Scientific Name	UT State Classification	Treatment Notes
Bur Buttercup	<i>Ceratocephala, testiculata</i>	(not classified)	USU Extension
Cheatgrass	<i>Bromus tectorum</i>	(not classified)	USU Extension
Field Bindweed (Wild Morning Glory)	<i>Convolvulus</i> spp.	Class 3	USU Extension
Jim Hill Mustard	<i>Sisymbrium, altissimum</i>	(not classified)	MSU Extension
Annual Kochia	<i>Kochia, scoparia</i>	(not classified)	USU Extension
Phragmites (Common Reed)	<i>Phragmites, australis</i>	Class 3	USU Extension
Puncturevine (Goat Head)	<i>Tribulus, terrestris</i>	Class 3	USU Extension
Russian Olive	<i>Elaeagnus, angustifolia</i>	Class 4	USU Extension
Russian Thistle	<i>Salsola, tragus</i>	(not classified)	USU Extension
Scotch Thistle (Cotton Thistle)	<i>Onopordum, acanthium</i>	Class 3	USU Extension
Spotted Knap Weed	<i>Centaurea, stoebe</i>	Class 2	USU Extension
Tamarisk (Saltcedar)	<i>Tamrix, ramosissima</i>	Class 3	USU Extension

[State of Utah Noxious Weeds List](#)

[2025 State of Utah Noxious Weeds List](#)

[Eagle Mountain City Code 8.07.020](#)

Wildlife & Wildlife Habitat

General Wildlife

Eagle Mountain City has demonstrated a strong and ongoing commitment to protecting wildlife, habitat, and especially the migratory paths of its mule deer herd. Since 2018, collaborative efforts between residents, conservation groups, and government agencies have resulted in significant investments in habitat protection and mitigation. One of the most important outcomes is the establishment of the Wildlife Corridor Overlay Zone, detailed in [Chapter 17.49](#) of the city code. This regulatory tool protects a critical mule deer migration route, recognizing its ecological value for both wildlife and the broader landscape.

By preserving large areas of open space and habitat, the city supports local wildlife populations while also enhancing residents' access to natural areas. These spaces offer recreational opportunities, support mental and physical well-being, and strengthen the community's connection to nature.

The city's ability to expand wildlife overlay zones as conditions change allows for flexible, adaptive management. This approach ensures the city can respond to future conservation needs while balancing growth and development. Integrating habitat protections into the [General Plan](#) and the [Parks Trails and Open Space plan](#) signals a long-term commitment to conservation as a core part of land use planning.

This strategy reflects a clear understanding that healthy ecosystems support biodiversity, enrich community life, and help preserve the unique natural character of Eagle Mountain City.

Recreation Resources

Eagle Mountain City provides numerous opportunities for outdoor recreation, with trails serving as the primary recreational amenity within its open space areas (see [Appendix Item: Recreation Resources](#)). Hiking and mountain biking are popular activities, particularly in and around the Mountain Ranch Bike Park, which features a network of trails. Beyond the bike park, many trails extend across city-owned open space and continue onto adjacent BLM, SITLA, and private lands. However, while

many trails are well-established through frequent use, the majority remain unofficial and lack formal designation and await an official off-road trails plan anticipated to be released in 2026.

Fire Risk Abatement

Eagle Mountain City is in a high desert environment where wildfire risk is a growing concern due to dry conditions, caused by rising temperatures and more frequent droughts, as well as rapid urban expansion, and the presence of flammable vegetation (see [Land Fire Map](#)). Climate change is expected to exacerbate wildfire risks by increasing the frequency of high-temperature days, reducing soil moisture levels, and altering vegetation composition. Given that the city does not have a formal wildfire management plan, proactive measures must be taken to reduce fuel loads, implement strategic firebreaks, and utilize fire as a vegetation management tool. This section outlines wildfire risk abatement strategies that will be taken by the Open Space Division in collaboration with the Unified Fire Authority (UFA) as well as Utah Fire Forestry and State Lands (UFFSL) and describes how controlled fire will be used to mitigate invasive weed proliferation.

According to [Utah State Code 65-8-202.5](#), a municipality shall abate the public nuisance caused by wildfire on forest, range, watershed, and wildland urban interface land within the boundaries of the municipality if the land is: (a) privately owned; or (b) owned by the municipality.

Wildfire Risk Abatement Strategies - Collaboration with UFA & UFFSL

Eagle Mountain City will work closely with the UFA and UFFSL to develop and implement wildfire risk reduction strategies. This partnership will focus on:

- Conducting wildfire risk assessments for city-owned open space.
- Identifying high-risk areas requiring immediate intervention.
- Establishing fuel load reduction strategies tailored to Eagle Mountain.

Reducing Fuel Loads Near Homes

Mitigating wildfire risk requires reducing flammable vegetation in open spaces near residential areas. Key tasks include:

- Removing dead vegetation, dry grass, and noxious weeds near structures.
- Promoting the use of fire-resistant plants and materials along property lines.
- Utilizing prescribed grazing as a method to control overgrowth (see Goats for Ecological Management of Noxious Weeds)

Green Strips and Fuel Breaks

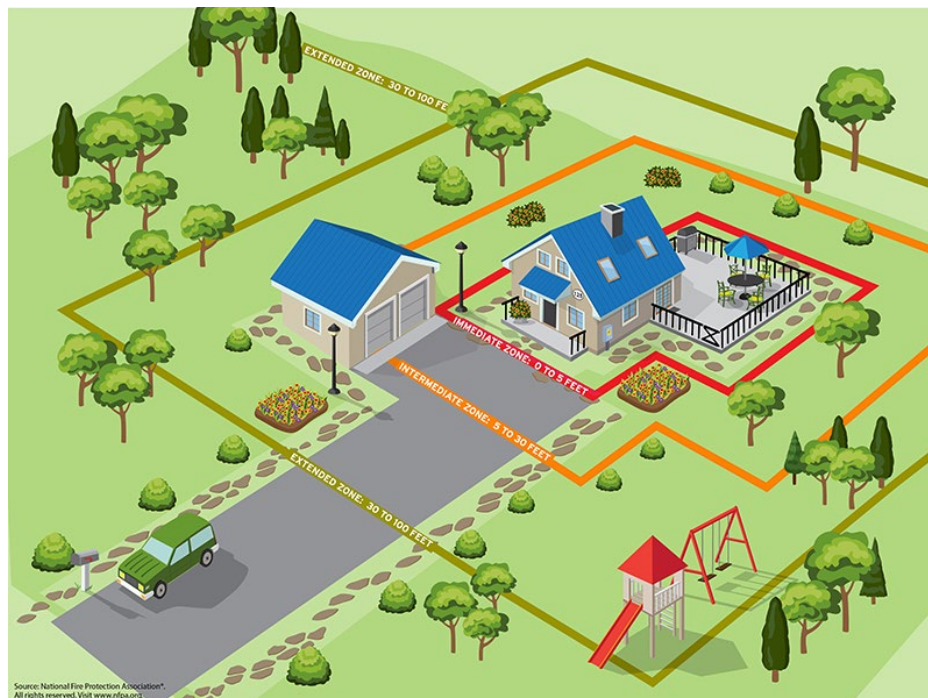
Strategic placement of green strips and fuel breaks will be essential in minimizing fire spread and protecting structures. The city will implement the following fire mitigation measures:

Wildlife Corridors and Fencing: Creating green strips along wildlife corridors and city-installed wildlife fencing to serve as firebreaks. Green strips will include fire-resistant grasses and forbs such as:

- **Crested Wheatgrass** (*Agropyron cristatum*): A fire-resistant grass that stabilizes soil and reduces fuel load.
- **Falcata and Ranger Alfalfa** (*Medicago sativa var. falcata*): A drought-tolerant plant that will stay green in hot dry summers.
- **Forage Kochia** (*Bassia prostrata*): A highly fire-resistant plant that can be used in green strips and along property lines.

Recommended Fuel Break Widths

According to best practices, set by the [National Fire Protection Association](#), fuel breaks should be at least **5 to 30 feet wide** in intermediate zones with lower fuel loads such as residential and **30-100 feet wide** in the extended zones with high-risk open spaces containing higher fuel loads such as conifer trees.



(Figure #2 Home Ignition Zone - National Fire Protection Association)

Fire as a Vegetation Management Tool - Targeting Invasive Species with Prescribed Burns

Noxious weeds pose a significant threat to native ecosystems and fire safety. For example, Phragmites, an aggressive invasive species found throughout storm water drainage areas and detention ponds in Eagle Mountain. The city will integrate prescribed fire as part of a broader management strategy to control noxious weeds and reduce the risk of wildfire hazards. Controlled burns will:

- Reduce noxious weed biomass, limiting their ability to spread.
- Facilitate native vegetation recovery by opening space for desired plant species.
- Enhancing wildlife habitat by improving plant diversity.

Historical Wildfire Incidents in Eagle Mountain

Eagle Mountain has experienced several significant wildfires in recent years due to a combination of human activity and the region's dry climate. Past wildfires have demonstrated the urgent need for proactive fire management strategies. Implementing fuel breaks and noxious species control will help mitigate future fire risks and protect both natural and developed areas.

- **2012 Dump Wildfire:** A bullet hit an explosive target, sparking the fire. Federal costs for suppression and rehabilitation were over \$1.78 million.
- **2020 & 2024 Lone Tree Brush Fire:** A brush fire broke out, and residents were advised to evacuate if their homes were threatened. Residents raised concerns about emergency communication and public land maintenance.

Resource Management Plan

Implementing this management plan will involve identifying and prioritizing tasks to ensure effective stewardship of the city's natural resources. These prioritized tasks should be reviewed annually to establish yearly work programs, considering budget and staffing limitations. While many tasks will be executed within the initial years, others may require a longer time to complete. Some actions will be ongoing, while others will be short-term or long-term, requiring considerable time and effort.

Resource Management Issues

Table 3. Resource Management Issues

Resource Management Needs
Vegetation Management • Noxious Weeds - Invasive and noxious weed species pose a continual threat to the quality and diversity of native habitats in Eagle Mountain City, necessitating ongoing monitoring and management efforts.
Recreation Management • Unauthorized Recreation - Unauthorized recreation and access to Tickville Gulch and other natural open spaces have led to erosion, the creation of informal trails, and damage to vegetation.
Habitat Management • Mule Deer Migration Corridor Enhancement - Eagle Mountain City is experiencing rapid growth leading to more difficult migration for mule deer and other wildlife species across the city.

Site-Specific Management Strategies

Timing recommendations are defined as follows:

- **ST** (short-term tasks) – Should be completed within 1 year.
- **LT** (long-term tasks) – Should be initiated or completed within 5-10 years.
- **O** (ongoing tasks) – Should be completed on an ongoing annual basis indefinitely.

Priority recommendations are defined as follows:

- **H (high-priority tasks)** – Should be accomplished first. These management actions are considered extremely important to the protection of resource values.
- **M (medium-priority tasks)** – Considered important but not urgent and meets a combination of other objectives.
- **L (low-priority tasks)** – Important but not crucial to resource protection needs. Low-priority management actions do not have to be completed in the immediate future and primarily fulfill a specific resource objective

Jump to

- [Critical Mule Deer Migration Corridor](#)
- [Tickville Gulch Management Area](#)
- [Utility Right-of-Way](#)
- [Natural Parks](#)
- [Bike Park](#)
- [Pedestrian Corridors](#)
- [Detention Pond Management Areas](#)
- [City Utility Sites](#)

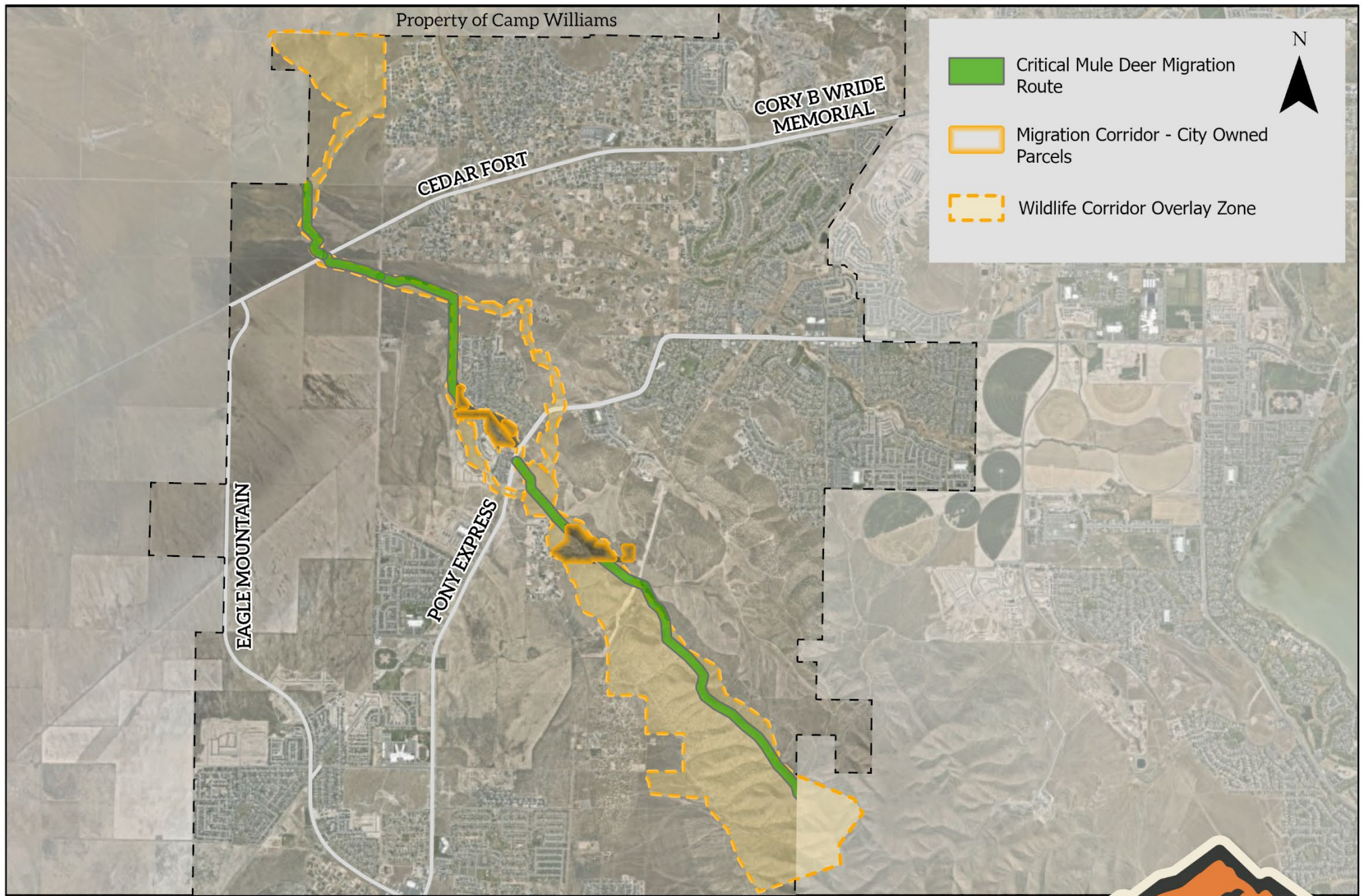


Figure 3. Migration Corridor Management Area Overview

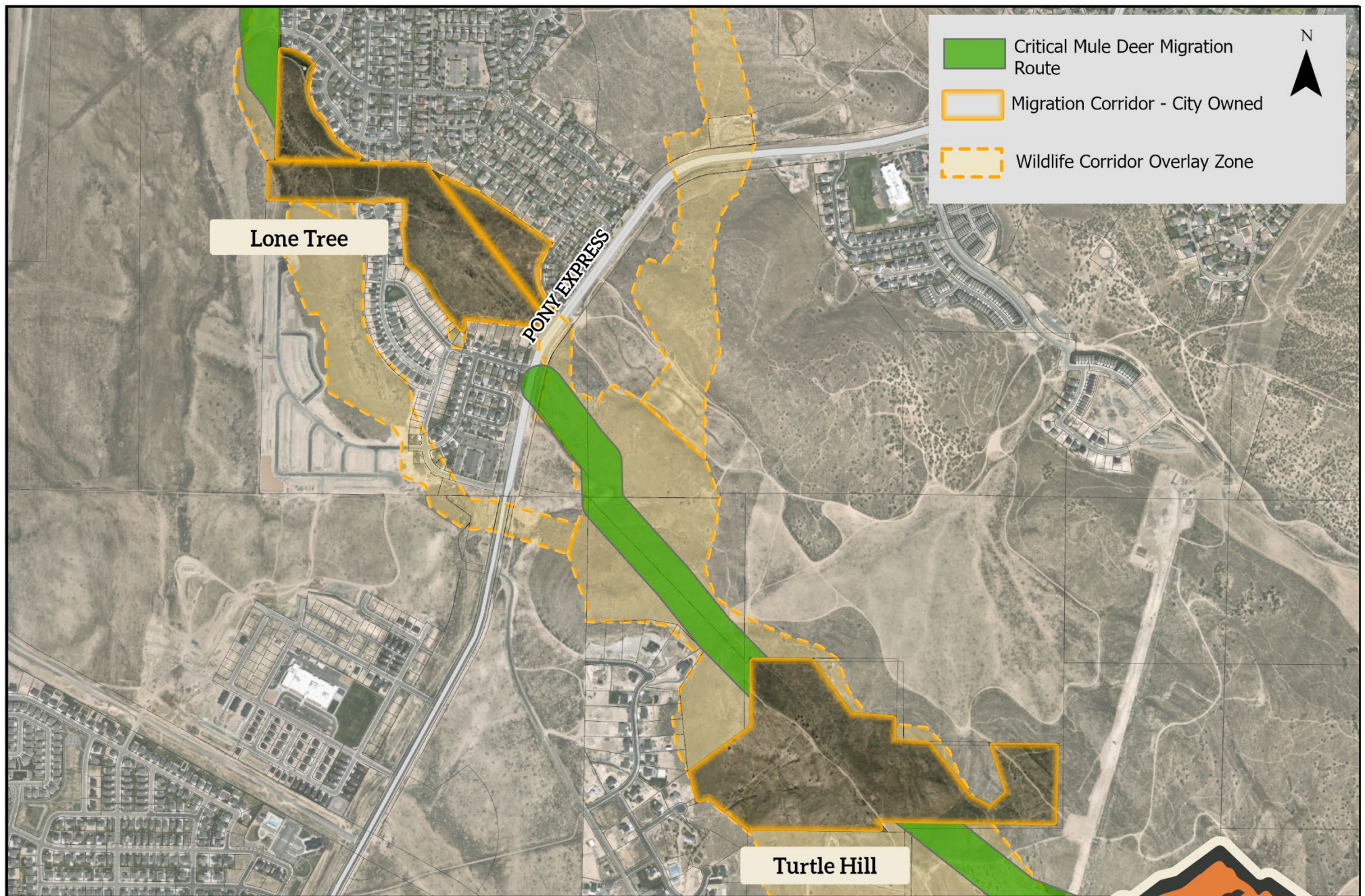


Figure 4. Migration Corridor Management Area

Critical Mule Deer Migration Corridor

Overview: Eagle Mountain City has established a critical mule deer migration corridor to ensure the safe and natural movement of mule deer (*Odocoileus hemionus*) and other wildlife species between critical habitats. This corridor, identified by the Utah Division of Wildlife Resources (DWR) in 2018 and referenced in the Utah State Wildlife Migration Initiative under Secretarial Order 3362, accommodates approximately 2,000 migrating mule deer each year ([see Migration Corridors](#)). Spring migration typically occurs between March 15 and April 30, while fall migration happens between December 1 and January 15. Crucially, knowledge of these migration routes is passed from mother to offspring, perpetuating established pathways across generations. The corridor is a collaborative effort involving Eagle Mountain City, the Utah Division of Wildlife Resources, the Bureau of Land Management, the Utah Department of Transportation, and private organizations such as the Eagle Mountain Nature and Wildlife Alliance and the Mule Deer Foundation. By preserving efforts it helps to provide necessary access to food, shelter, breeding grounds, and other resources, thereby mitigating the impacts of urban development on wildlife populations and ensuring continued ecological connectivity in fragmented landscapes.

Currently, the city owns 97.7 acres of land within this migration corridor, split between 4 parcels (see figure 4 above).

[Wildlife Migration Initiative: Secretarial Order 3362](#)

Secondary Purpose: The mule deer migration corridor offers residents recreational opportunities by incorporating a non-motorized, single-track trail system which will run alongside or through this enclosed corridor.

Current Issues: Noxious weeds, particularly Russian thistle (*Salsola tragus*), and elevated wildfire risk threatening adjacent private property

Management Objectives

- 1 – Assess and determine current conditions (ecological state) of all city-owned parcels located within the designated mule deer migration corridor.
 - 2 – Make a visual assessment to determine if the sites are in poor, fair, good, or excellent condition.
 - 3 – Upon making a designation of condition, work to implement various strategies and tasks using best management practices to improve habitat quality and ecological function within the corridor.
- The goal is to move each area toward a higher/better ecological condition (see below). Note that these actions/tasks may be modified over the duration of this plan. This actions/task list will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 4. Migration Corridor Management Tasks

Management Tasks	Timing	Priority
Vegetation & Wildlife Habitat Management		
Fuel Management		
Maintain fire break between corridor and adjacent property boundaries.		
Recreation & Visitor Management		
Observe that Deer fence is secure, especially around public access points.		



Figure 5. Tickville Gulch Management Area

Tickville Gulch Management Area

Overview: Tickville Gulch is a natural perennial stormwater drainage pathway that temporarily conveys stormwater runoff during and immediately after substantial precipitation events. This system is critical for managing stormwater in Eagle Mountain City where the water flow is intermittent, helping to prevent localized flooding, erosion, and sedimentation in downstream water bodies. Currently, Eagle Mountain city owns and manages 81.2 acres of land within Tickville Gulch (see figure 5 above).

Secondary Purposes: Tickville Gulch remains entirely undeveloped, forming a continuous greenway through Eagle Mountain City, with only a few interruptions from road crossings. This natural corridor provides additional habitat connectivity and functions as a secondary wildlife corridor across the city.

Current Issues:

Tickville Gulch faces several challenges that undermine its ecological function and stormwater management role. Unauthorized and improper recreation is a major concern, as it leads to significant bank erosion, disrupting the integrity of the drainage pathway and flow of water. Additionally, the spread of invasive weed species, specifically phragmites, Russian olive, and salt cedar tamarisk, throughout the gulch compromises native vegetation, potentially altering water flow dynamics and diminishing the area's ecological function. Encroachment from adjacent residential backyards further exacerbates these issues by reducing the available natural corridor and increasing the potential for habitat fragmentation. Addressing these challenges and mitigating these issues is essential to preserve Tickville Gulch's capacity to manage stormwater effectively and serve as a vital wildlife corridor for Eagle Mountain City.

Management Objectives

- 1 – Assess and determine current conditions (ecological state) of all city-owned lands within the Tickville Gulch Management Area.
- 2 – Make a visual assessment to determine if the sites are in poor, fair, good, or excellent condition.
- 3 – Upon making a designation of condition, work to implement various strategies and actions/tasks using best management practices to improve ecological health, stabilize banks, and restore the gulch's stormwater and wildlife corridor functions. The goal is to move each area toward a higher/better ecological condition (see below). Note that these tasks may be modified over the duration of this plan. This actions/task list will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 5. Tickville Gulch Management Tasks

Management Tasks	Timing	Priority
Vegetation & Wildlife Habitat Management		
Assess current condition of open space parcels in and immediately adjacent to Tickville Gulch.	2025-2026	H
Monitor / Survey the entire length of the Tickville Gulch three times a year (after spring runoff, after summer storm season, after first frost), identifying sites garbage, erosion, invasive plant species, and unpermitted recreation.		
Removal of all invasive species within and on surrounding land of Tickville Gulch.		
Seek funding opportunities to address ecological health and safety issues.		
For bank stabilization, transplant and seed native vegetation within and on banks of the wash's length.		
Fuel Management		
Assess current conditions of open space parcels in regards to their fuel type, fuel loads, and ecological condition.		
Recreation & Visitor management		
To prevent further erosion, permanent obstruction of all recreational activity from within the wash. This will require the installation of gates and barricades at all Tickville entrances.		

Future Opportunities

- [Tickville Gulch Natural Park Concept Plan](#)

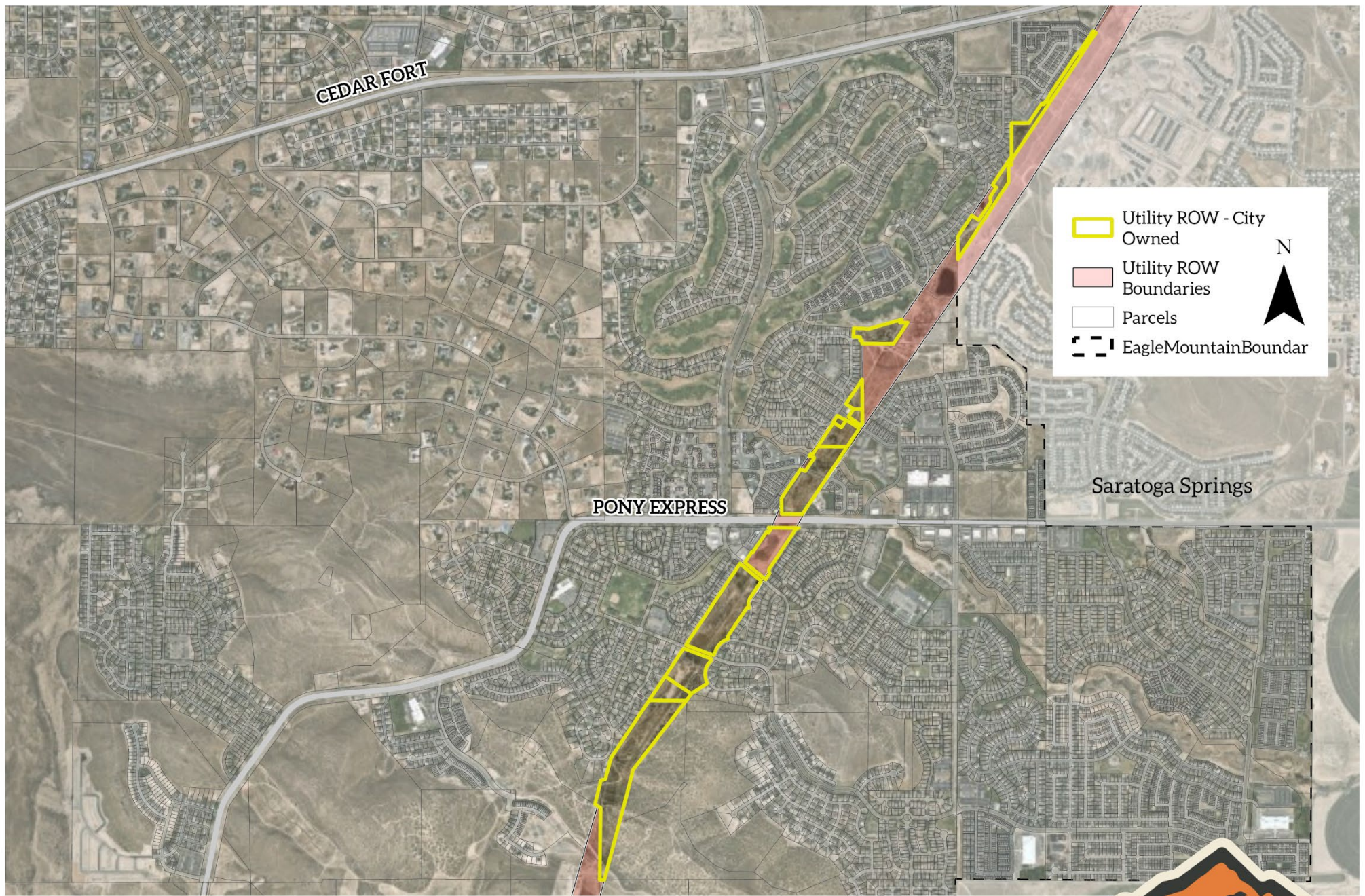


Figure 6. Utility Right-of-Way Management Areas

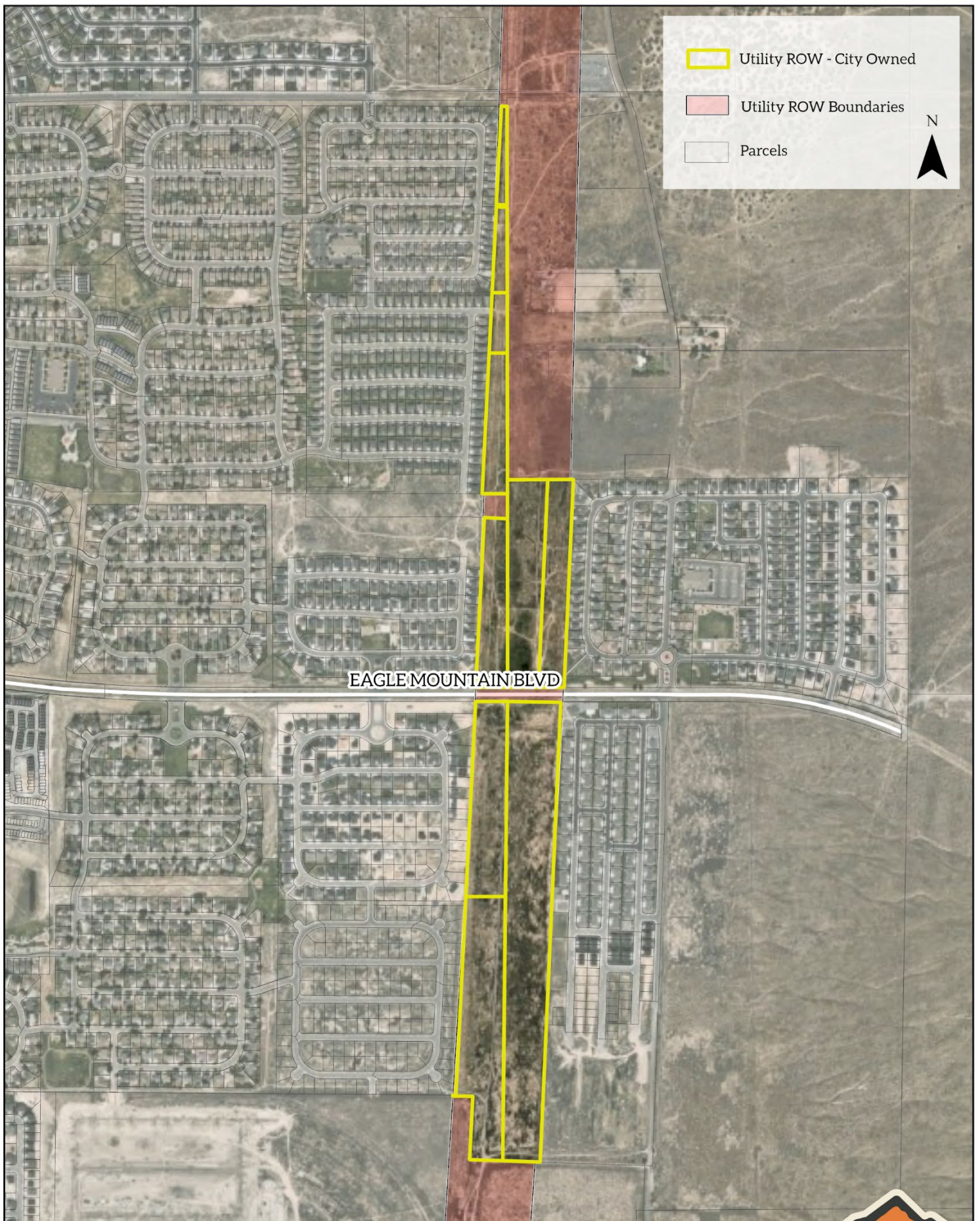


Figure 7. Utility Right-of-Way Management Area

Utility Right-of-Way

Overview: A utility right-of-way (ROW) is a legally designated strip of land that provides utility companies with the right to access, construct, operate, and maintain utility infrastructure such as power lines, pipelines, water lines, sewer lines, and communication cables. These right-of-ways are established through an easement, which grants the utility company the necessary legal rights to use the land while allowing the city to retain ownership of the property. Utility rights-of-way are essential for the efficient and reliable delivery of utility services while ensuring safety and accessibility for maintenance and repair operations. Currently, the city owns and manages 112.4 acres of land within a utility ROW (see figure 6 & 7 above).

Primary Purpose: The primary purpose of the Utility ROW in Eagle Mountain City is to support the installation, operation, and long-term maintenance of critical public utility infrastructure. This includes ensuring access for utility providers to perform inspections, repairs, upgrades, and emergency response activities. The ROW is managed to maintain the functionality and reliability of essential utilities lines such as electricity, gas, and telecommunications.

Secondary Purposes: Additionally, a Utility ROW serves as a break in development, allowing for wildlife habitat, fuel breaks, and native vegetation to grow. The ROW also serves as a travel corridor for active and motorized recreation travel on official trails.

Current Issues: The Utility ROW currently faces several issues from a management perspective, including large patches of invasive weeds, homeowner encroachment, unpermitted recreational use, garbage dumping, and fire hazards along property lines.

Management Objectives

1-assess and determine current conditions (ecological state) of all natural/native ROW open spaces within the city., 2-make a visual assessment to determine if the sites are in poor, fair, good or excellent conditions. 3-upon making a designation of condition, work to implement various strategies and actions/task using best management practices to implement upon these areas and make improvements to move areas to a higher/better ecological condition (see below). Note these actions/tasks are likely to be modified over the duration of this plan. These actions/task list will be incorporated into © OpenGov such that they can be reported on and tracked over time. 

Table 6. Utility ROW Management Tasks

Management Tasks	Timing	Priority
Vegetation		
Assess current conditions of open space ROW parcels	2025-2026	H
Determine management strategies/best management practices to move to desired condition.	2025-2026	H
Fuel		
Identify problem areas with noxious weeds	2025-2030	M
Create a 10' fire break between city owned sections of the ROW and adjacent private property	2025-2030	H
Recreation & Visitor -		
Gate and fence or block all unauthorized vehicle entry points to the utility ROW	2035	L
Designate official trails within the ROW – close unofficial trails	2026	M

Future Opportunities for the Utility ROW

Eagle Mountain City recognizes the potential for the utility right-of-way (ROW) to serve multiple community needs beyond its primary function of supporting infrastructure. Thoughtful planning and management of this space could provide valuable recreational, transportation, and public safety benefits while minimizing conflicts between different land uses. Future opportunities for utilizing the ROW include:

- **Paved Multi-Use Commuter Trail & Fire Break:** A paved commuter trail could extend the length of the city within the ROW, offering a dedicated route for pedestrians and cyclists. This trail would also serve as a strategic fire break, reducing wildfire risks by creating a buffer between ROW vegetation and adjacent private properties. To prevent conflicts with motorized recreation, this paved trail would be designed as a separate, non-motorized corridor.
- **Regional trail system.** Work with The Mountain Association of Governments (MAG) to work towards a connecting regional trail system. A grant has been awarded to the City to start in 2027 towards this effort.
- **Unpaved Motorized Recreation Trail:** A double-track dirt trail could be established within the ROW to accommodate motorized off-road recreational vehicles. Wherever feasible, this trail would align with the existing unpaved utility access road, minimizing new ground disturbance while providing a designated route for riders exiting the city's boundaries.
- **Semi-Truck Parking Areas:** Eagle Mountain City is exploring options for designated overnight parking for residents who own semi-trucks. Sections of the ROW with minimal wildlife

habitat value could be evaluated for potential use as truck parking areas, helping to address community demand while ensuring environmental and safety considerations are met.

- **Community Stewardship & Volunteer Projects:** The ROW presents opportunities for community engagement through volunteer-based projects. The city will explore ways to integrate ROW improvements, such as habitat restoration, trail maintenance, and fire mitigation efforts, into broader open space initiatives. These projects will be coordinated through city programs and local volunteer groups, aligning with general open space management guidelines.

By incorporating these future opportunities, the ROW can evolve into a multifunctional corridor that balances infrastructure needs with recreation, safety, and community benefits.

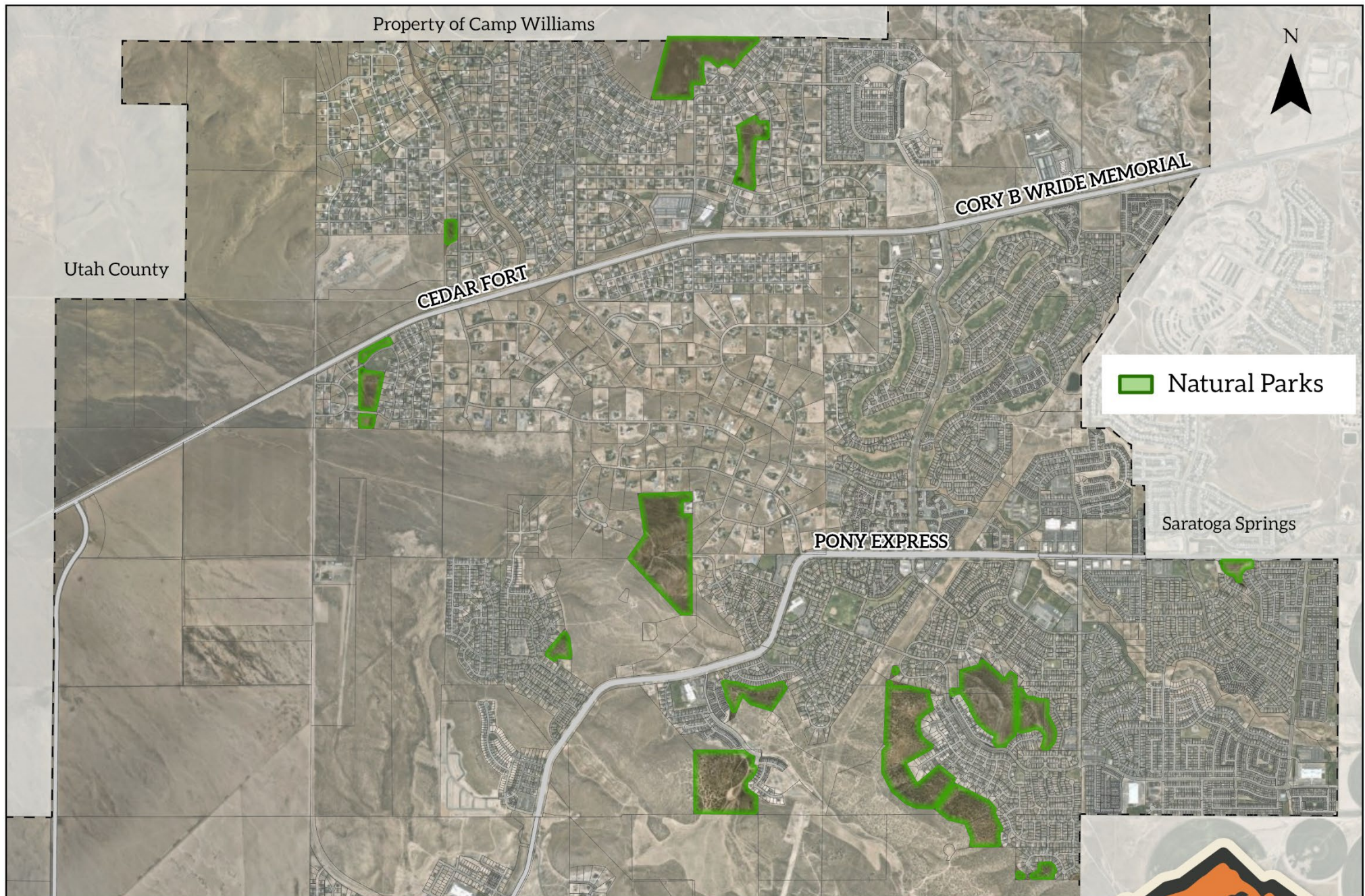


Figure 8. Natural Parks Management Area

Natural Parks

Overview: Natural Parks in Eagle Mountain City are a specialized type of land designation designed to protect and manage areas that are critical for wildlife, such as habitats, migration corridors, and breeding grounds. The primary purpose of these natural park areas is to ensure that land use activities within these areas are conducted in a manner that minimizes disruption to wildlife and preserves the ecological function of these sites. By imposing specific land use restrictions and development controls within these zones, Eagle Mountain can balance the needs of wildlife conservation with those of urban development, contributing to the overall sustainability and biodiversity of the city. Currently the natural park system in Eagle Mountain City encompasses 360.4 acres of land across 29 parcels (see figure 8 above).

Primary Purpose: Wildlife Habitat. The majority of the Natural Park parcels are protected from development due to Eagle Mountain City's Mountain top and hillside slope ordinance (Code [15.80.020](#)).

Secondary Purpose: Recreation areas

Current Issues: Natural Parks in Eagle Mountain face several challenges that compromise their effectiveness as protected habitats. One major concern is the heightened wildfire risk, which is exacerbated by dense vegetation that extends up to residential property lines. Additionally, there is significant encroachment through property-take from the city. Addressing these issues is essential to preserve the integrity of wildlife habitats and maintain the balance between urban development and environmental sustainability.

Management Objectives

Create educational and recreational access to all city-owned natural parks.

- Removal of all invasive plant species from within the natural parks.
- Create a fire break that is at least 10ft wide, between all city-owned parcels and adjacent private properties.
- Gate and fence or block all unpermitted vehicle entry points to the natural parks.
- Designate official city trails within the natural parks – close any unofficial trails.

Table 7. Natural Parks Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of open space/potential natural park parcels	2025-2026	H
Uses various methods (BMPs) to removal invasive plant species from within the natural park open areas such as; burning, herbicides, grazing, and mowing.	2025-2035	H
Recreation & Visitor Management		
Designate official city trails with the natural parks – close any unofficial trails	2026	M

Future Opportunities: Many of the parcels in the wildlife overlay category exist on steep hillsides and are protected by Eagle Mountain’s Mountain top and slope development ordinance. Therefore, an opportunity exists to create single track trail network across these hillsides.



Figure 9. Mountain Ranches Bike Park Management Area

Mountain Ranches Bike Park

Overview: Mountain Ranches Bike Park is an important outdoor asset within the city and holds cultural significance to the community of Eagle Mountain. The Park is located within the Utility Right-of-Way (ROW) corridor that moves through the Ranches Neighborhood. The majority of the bike park is contained within a 62-acre city-owned parcel (see figure 9 above) with trails extending into BLM and SITLA land boarding to the south.

Primary Purpose: The primary purpose of this site is to serve as right-of-way for the utility lines that move through the city boundaries. The utilities on this site include buried gas lines as well as overhead power and telephone lines. Due to building restrictions imposed by the ROW as well as Eagle Mountain’s Mountain top and slope development ordinance (Code [15.80.020](#)), the site of Mountain Ranches Bike Park is undevelopable. This has allowed the site to be utilized for outdoor recreation purposes. On occasion, utility infrastructure needs to be serviced, in these situations the utilities take precedence over all other uses on the site.

Current Issues:

Management Objectives

- 1 – Assess and determine current conditions (ecological state) of all city-owned land within the Mountain Ranches Bike Park.
- 2 – Make a visual assessment to determine if the site is in poor, fair, good, or excellent condition.
- 3 – Upon making a designation of condition, work to implement various strategies and actions/tasks using best management practices to improve ecological function, focusing specifically on vegetation management, invasive species control, wildlife habitat preservation, and wildfire risk abatement. The goal is to move the site toward a higher/better ecological condition (see below).

Trail management within the park will be overseen by the [Lake Mountain Trails Association](#), in partnership with Eagle Mountain City. Their continued stewardship is essential to maintaining this important community recreation asset. Note that management actions/tasks may be modified over the duration of this plan. All actions will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 8. Eagle Mountain Bike Park Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of open space/potential natural park parcels	2025-2026	H
Recreation & Visitor Management		

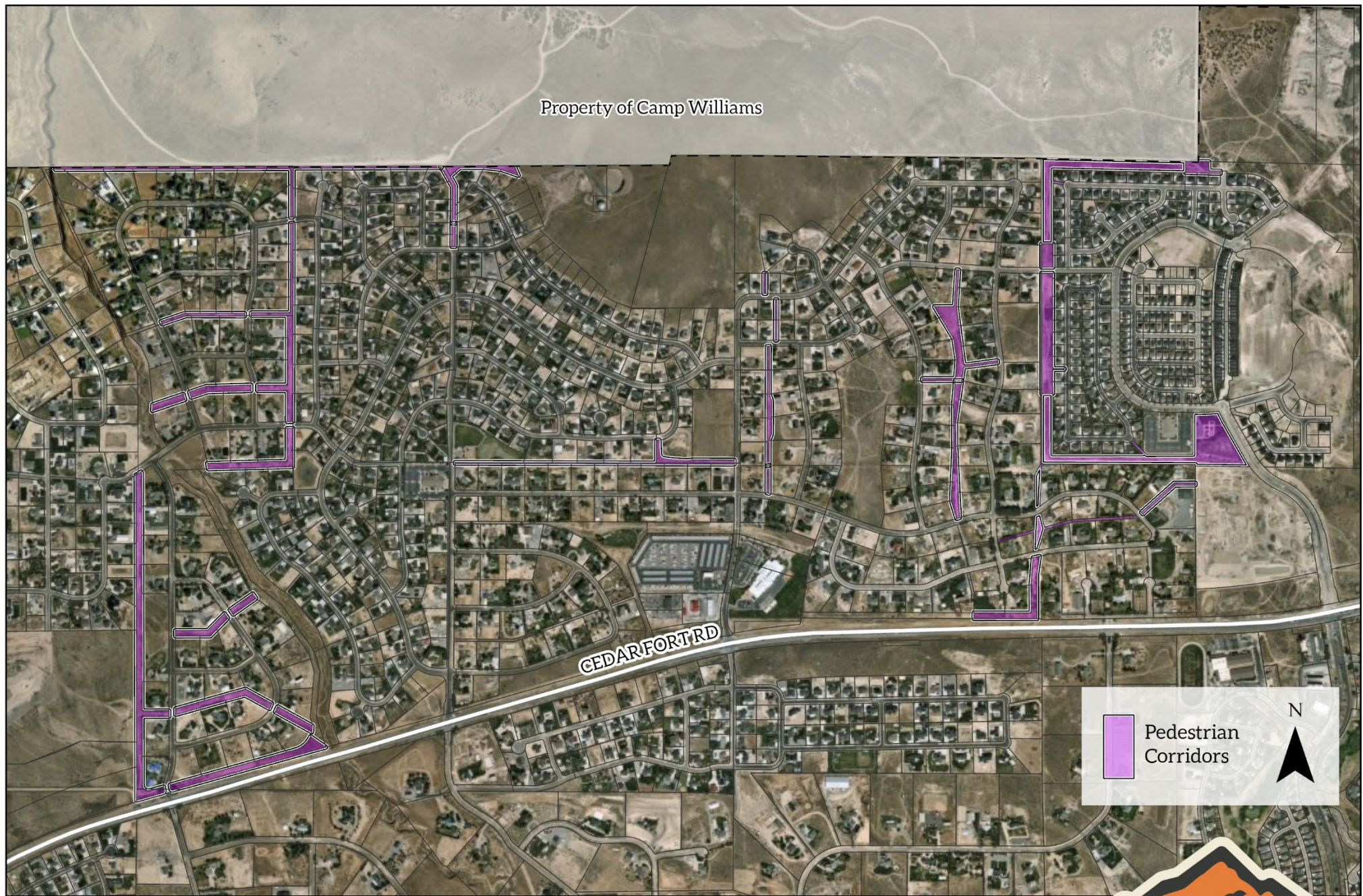


Figure 10. Pedestrian Corridors Management Area

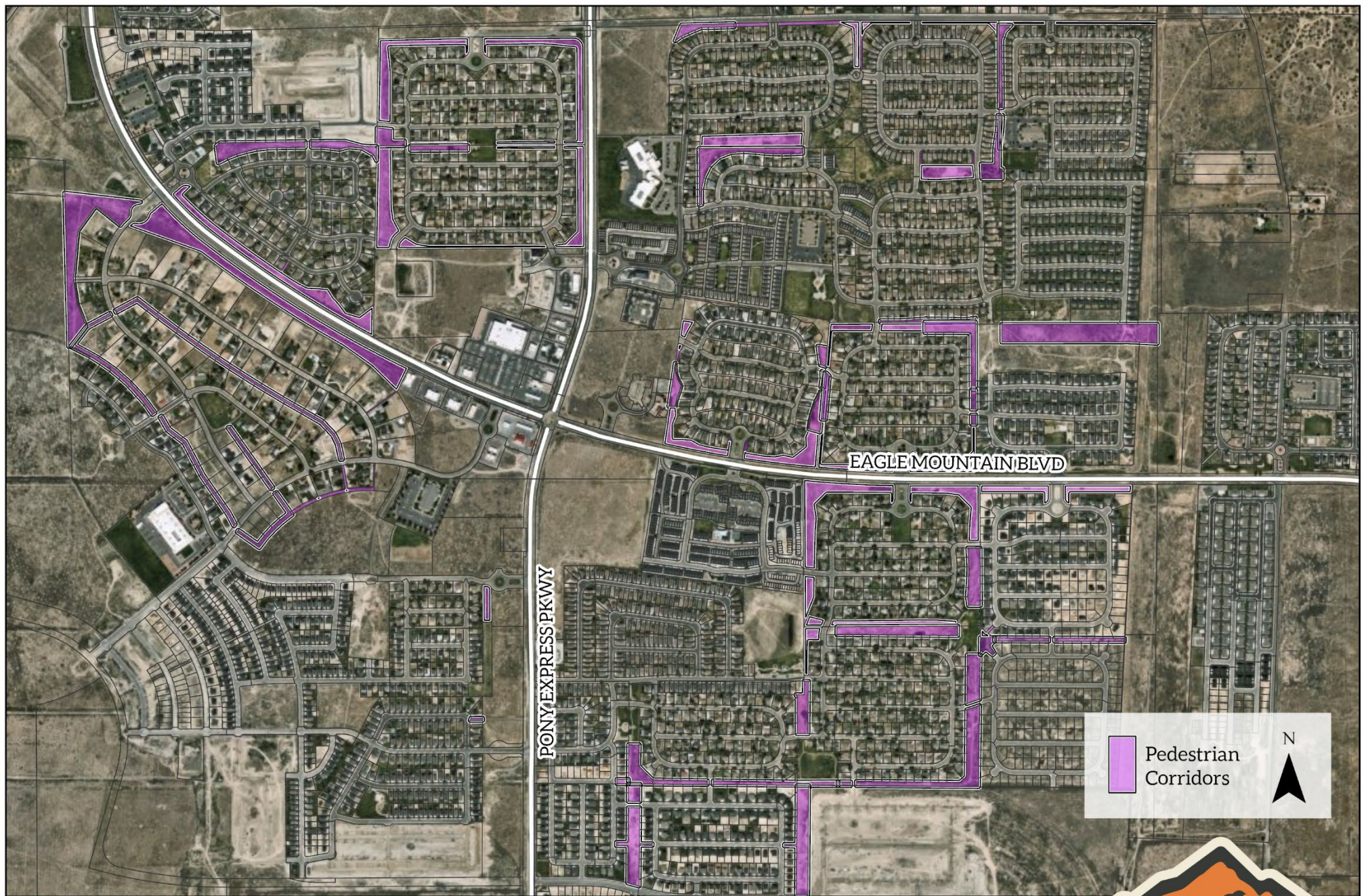


Figure 11. Pedestrian Corridors Management Area

Pedestrian Corridors

Overview: Eagle Mountain City's pedestrian corridors are designated areas of natural or semi-natural open space that links parks, green spaces, and other natural habitats within an urban or suburban landscape. Many of these pedestrian corridors contain paved shared use paths that are designed to accommodate non-motorized users. Pedestrian corridors enhance the urban environment by creating continuous green pathways that support both wildlife movement and human recreation, contributing to the overall ecological health and livability of the city. Additionally, open space pedestrian corridors help preserve the continuity of natural landscapes, mitigate the effects of urban fragmentation, and enhance the aesthetic appeal of the urban environment. Currently the total of all of these pedestrian corridors equal 118.8 acres of land.

Area Descriptions:

Current Issues: Issues facing the pedestrian corridors in Eagle Mountain City include lack of proper signage, invasive weeds, unpermitted recreational access, public dumping, and encroachment. For residents with backyards adjacent to corridors, the city will be offering leasing options for non-permanent landscaping and sheds.

Management Objectives

- 1 – Assess and determine current conditions (ecological state) of all city-owned pedestrian access corridors.
- 2 – Make a visual assessment to determine if the sites are in poor, fair, good, or excellent condition.
- 3 – Upon making a designation of condition, work to implement various strategies and actions/tasks using best management practices to manage invasive weeds, improve corridor aesthetics, and enhance ecological function and user experience. The goal is to move each corridor toward a higher/better ecological condition (see below). These actions/tasks may be modified over the duration of this plan. All actions will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 9. Connecting Corridors Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of pedestrian corridor parcels	2025-2026	H
Eradicate all invasive weed species.		
Access & Signage Management		
Install wayfinding signage at all corridor entrances informing the public of directions as well as city ordinances and permitted recreation uses.		
Gate and fence all corridor entrances leading to additional open space parcels, obstructing unpermitted motor vehicle entry.		

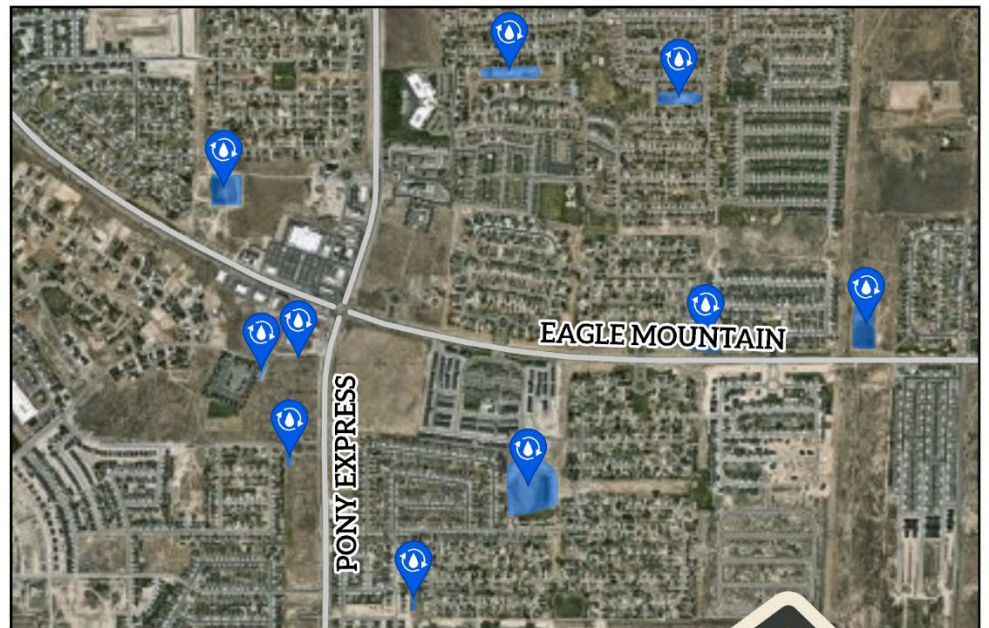
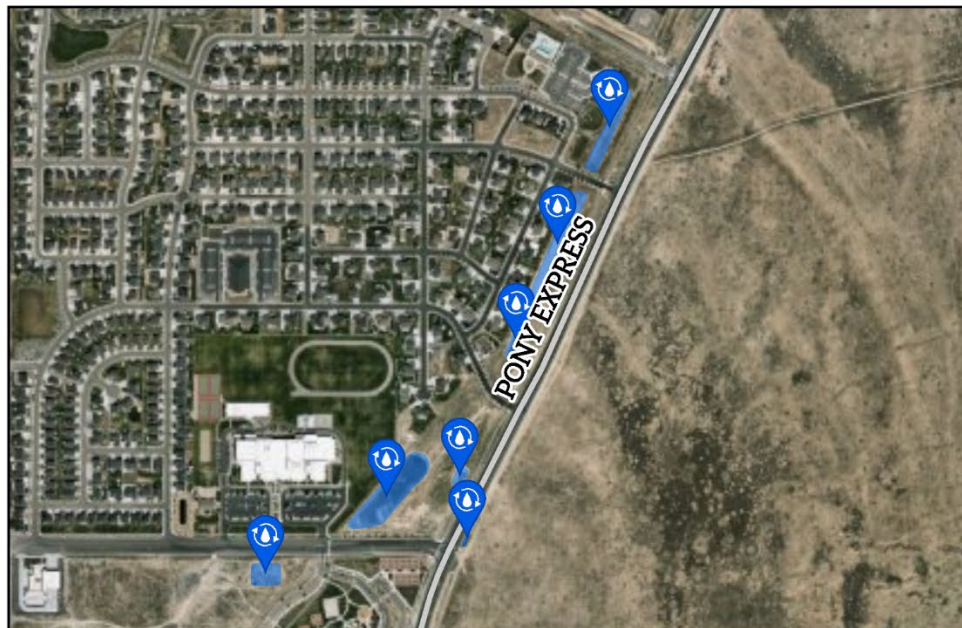
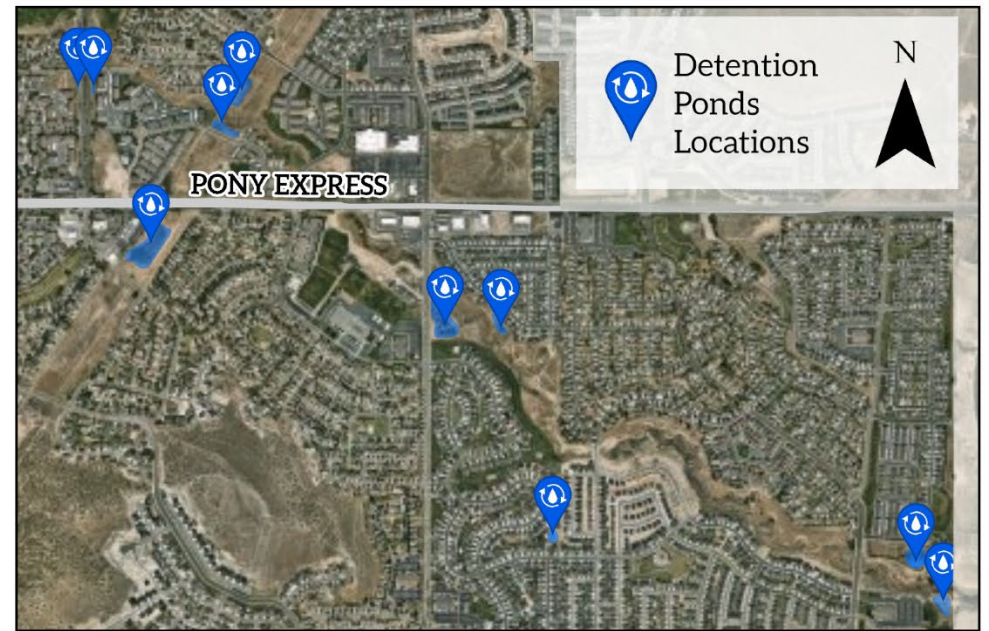


Figure 12. Undeveloped Detention Pond Management Areas

Detention Pond Management Areas

Overview: Detention ponds are engineered basins designed to temporarily store, evaporate, and manage stormwater runoff during and after storm events. The primary purpose of a detention pond is to reduce peak runoff rates, mitigating flood risks by releasing stored water at a controlled rate through evaporation or into downstream water bodies or stormwater systems. Unlike retention ponds, detention ponds are designed to dry out between storms and do not maintain a permanent pool of water.

Area Descriptions: Eagle Mountain City manages numerous detention ponds, many of which are considered undeveloped, meaning the pond’s basins are compacted soil rather than concrete or graveled. The undeveloped detention ponds also contain vegetative buffers that both protect against basin erosion and filter water pollution. The vegetative buffers create an overlap in jurisdiction between the Storm Water department and the Open Space department. The Storm Water Department is tasked with guaranteeing the ponds fulfill the intended purpose of collecting, holding, and discharging stormwater. The Open Space division is tasked with reducing invasive and noxious weeds and preserving habitat throughout Eagle Mountain City. For management of the detention ponds, the Open Space division will work closely with the Storm Water Department.

Current Issues: Many detention ponds in Eagle Mountain City are host and vectors to invasive and noxious weeds, shrubs, and trees. Other issues include unauthorized recreation, erosion, and public dumping.

Management Objectives:

- 1 – Assess and determine current conditions (ecological state) of all city-managed detention ponds that fall under Open Space oversight.
- 2 – Make a visual assessment to determine if the sites are in poor, fair, good, or excellent condition.
- 3 – Upon making a designation of condition, work to implement various strategies and tasks using best management practices to address invasive species, stabilize soils, and support the dual functions of habitat preservation and stormwater management. The goal is to move each pond site toward a higher/better ecological condition (see below). Note that these actions/tasks may be modified over the duration of this plan. All actions will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 10. Detention Pond Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of Detention Pond Management Areas.	2025-2026	H
Utility & Parameter Management		
Gate and fence perimeters of all undeveloped detention ponds to obstruct unauthorized recreation and motor vehicle entry.		

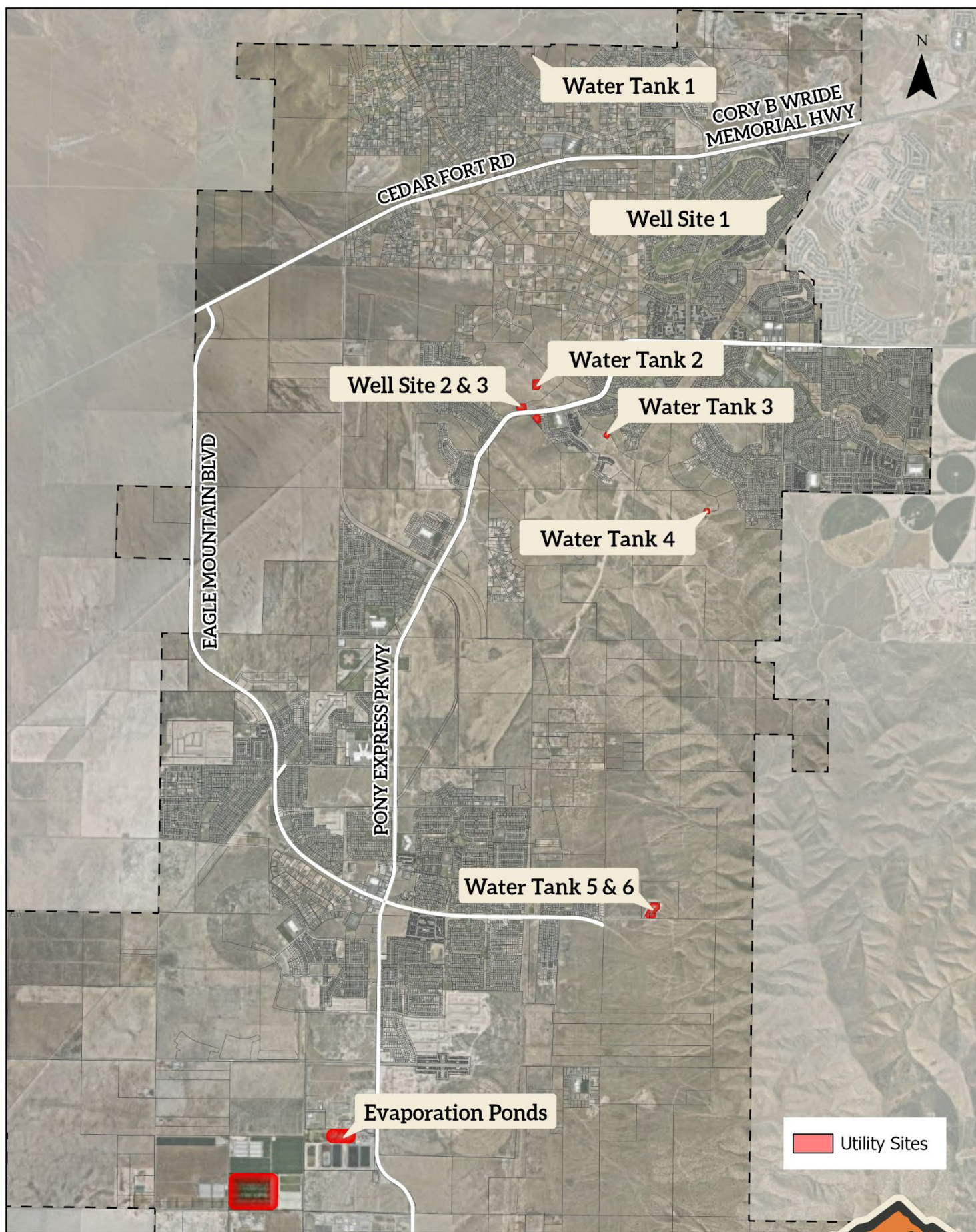


Figure 13. Utility Sites Management Area Overview

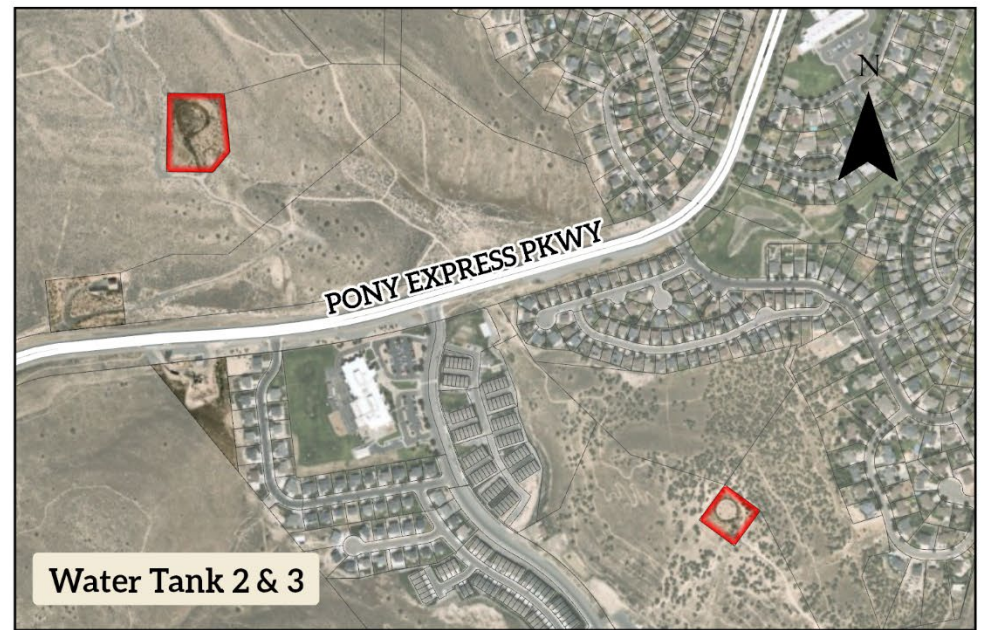
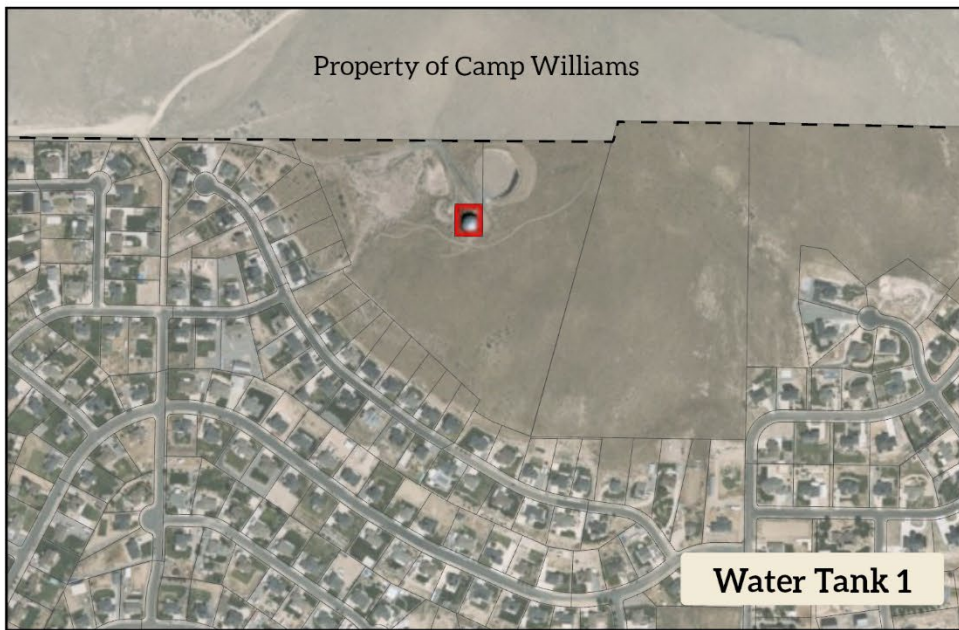


Figure 14. Water Tanks Utility Management Area



Figure 15. Well Sites Utility Management Area



Figure 16. Evaporation Ponds Utility Management Area

Utility Areas: City Water Tanks, Well Sites, & Evaporation Ponds

Overview: Utility Sites form a critical component of Eagle Mountain City's infrastructure, supporting both the municipal water supply and wastewater management systems. This section focuses on three key utility types: **water tanks, well sites, and evaporation ponds**. Together, encompassing 360.4 acres of natural open space, these utility sites play a vital role in ensuring the reliable operation of essential services while safeguarding public health and environmental quality. Effective management of these areas requires coordination across multiple city departments to ensure best management practices (BMPs) are applied. To enhance efficiency and avoid duplication of effort, the city will use OpenGov software to track management tasks, maintenance activities, and ecological stewardship efforts.

Water Tank Site Overview: Water tanks serve as storage facilities that maintain a consistent supply of potable water, stabilize system pressure, and provide emergency reserves. Currently there are seven water tanks, split between five sites in Eagle Mountain City. These sites are small city-owned parcels, all located on slopes and hillsides, and contain either buried or above ground water tanks that store water for future residential use. These water tanks include a fenced off perimeter. These management areas are accessible by dirt roads and are adjacent to private property.

City Wells Site Overview. The well site typically includes a drilled well, a pump system, and associated infrastructure to withdraw, treat, and deliver groundwater to the city's water distribution system. These sites are critical components of a city's water supply network, providing a reliable source of potable water for residential, commercial, and industrial use.

Evaporation Pond Overview: A city utility evaporation pond is an engineered basin designed for the disposal of wastewater through the process of natural evaporation. The pond allows for the concentration and eventual removal of wastewater, often from treatment processes, stormwater runoff, or industrial effluents, by harnessing natural evaporative forces.

Utility Areas Current Issues: While the land surrounding Eagle Mountain City's utility sites—such as water tanks and well sites—is classified as natural open space, it is not actively managed for ecological health. These areas are primarily composed of native vegetation and undisturbed soil, maintaining characteristics of a natural landscape. However, the disturbed ground created by utility infrastructure, construction activities, and maintenance access routes has made these sites highly susceptible to invasive weed infestations. Without proactive management, invasive species can rapidly establish, outcompeting native plants, degrading habitat quality, and increasing long-term maintenance challenges. These unmanaged conditions not only threaten local biodiversity but may also create infrastructure and maintenance concerns. Addressing invasive weed control through coordinated management strategies is essential to maintaining the ecological integrity of these utility sites while ensuring their continued function within the city's infrastructure network.

Management Objectives:

- 1 – Assess and determine current conditions (ecological state) of all city-owned utility sites, including areas surrounding water tanks, wells, and evaporation ponds.
- 2 – Make a visual assessment to determine if the sites are in poor, fair, good, or excellent condition.
- 3 – Upon making a designation of condition, work to implement various strategies and actions/tasks using best management practices to reduce invasive species, stabilize disturbed ground, and preserve the native landscape surrounding utility infrastructure. The goal is to move each site toward a higher/better ecological condition (see below). These efforts will be tracked and managed through © OpenGov to improve transparency, reduce duplication, and ensure long-term stewardship. Note that actions/tasks may be modified over the duration of this plan.

Table 11. City Utility Sites Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess condition of open space / utility site parcels	2025-2026	H
Eradicate all invasive plant species from Water Tank Management areas.		
Keep the water tank entry area free of all vegetation and debris.		
Plant native trees and shrubs in open space around fenced areas to provide bank stabilization and to beautify the area.		
Create and manage pollinator gardens.		
Utility & Parameter Management		
Create 3ft wide foot paths all the way around fenced area on both inside and outside to allow for tank maintenance and to maintain integrity of fence.		
Stretch fences to perimeter city property to prevent improper use of city property		
Control the spread of problematic animal species such as voles.		

Future Opportunities: An opportunity exists to create pollinator gardens around the fenced areas of the water tanks and within some of the larger fenced enclosures. An additional opportunity exists to introduce wetland vegetation around evaporation ponds. Vegetation can provide wildlife habitat as well as beautify the surrounding area.

Goats for Ecological Management of Noxious Weed

A major issue facing Eagle Mountain City's natural open space parcels is the persistent spread of invasive plant species. Traditional management techniques, such as mowing and herbicide application, require significant labor, fuel, and chemical inputs. An effective and sustainable alternative is targeted goat grazing, which can help control invasive plants while reducing reliance on mechanical and chemical treatments. Goats are well-suited for this role, as they consume a wide variety of vegetation, including problematic invasive species.

How It Works

Goat grazing would be implemented through a rotational grazing system, following these key steps:

1. **Site Preparation:** Before goats arrive, the Open Space Division will install a temporary electric fence around the designated grazing area to ensure containment and prevent overgrazing.
2. **Grazing Period:** The goats will remain in the enclosed area for 4-7 days, depending on vegetation density and site conditions. During this period, goats will consume invasive species, naturally suppressing their growth.
3. **Next Site Setup:** While grazing occurs, a second containment area will be prepared at the next treatment site. Once the first site is completed, the goat owner will transport the herd to the next location.
4. **Follow-Up Weed Control:** After goats have defoliated invasive plants, the Open Space Division will apply targeted herbicide treatments to remaining plant stems to limit regrowth. Additional chemical treatments or reseeding with native plant species may be conducted depending on seasonal conditions.
5. **Ongoing Monitoring:** Treated areas will be monitored over time to assess regrowth, measure effectiveness, and determine if additional grazing cycles are needed.



Benefits of Goat Grazing

Utilizing goats for invasive plant management offers numerous ecological, economic, and operational advantages, including:

- **Reduction in fuel usage** – Decreases reliance on gas-powered mowing and mechanical removal.

- **Lower labor costs** – Reduces man-hours spent on mowing, weeding, and herbicide application.
- **Supports local agriculture** – Provides economic opportunities for local farmers and livestock owners.
- **Improves soil health** – Goat feces naturally fertilize the soil, enhancing organic matter content and soil structure.
- **Selective grazing** – Unlike mowing, goats target specific invasive species while leaving many native plants intact.
- **Reduces fire risk** – By controlling dry, combustible plant material, goats help lower wildfire hazards in open space areas.

Considerations & Management Best Practices

While goat grazing is a valuable tool, its effectiveness depends on proper management and site conditions. To maximize success:

- **Repeated grazing cycles may be necessary** – Many invasive species require **multiple defoliation cycles** before they are fully suppressed.
- **Grazing timing is critical** – Best results occur when grazing happens **before invasive plants go to seed**, limiting their ability to spread.
- **Monitoring prevents overgrazing** – Overuse can damage desirable plant species and soil structure, requiring careful scheduling and rotation.

By integrating targeted grazing into the city's noxious weed management strategy, Eagle Mountain City can reduce chemical inputs, support ecological restoration, and improve the health of its open spaces.

Goat Grazing Study Overview (2025–2028)

Eagle Mountain City is launching a three-year experimental study (2025–2028) to assess the effectiveness of goat grazing as a sustainable method for invasive weed management across various city-owned open spaces, including detention ponds, utility rights-of-way, and native open space parcels. The study will implement a rotational grazing system at 21 selected sites (covering approximately 60 acres) and will evaluate the impacts of goat grazing on weed suppression, soil health, and ecosystem resilience. The research will follow a structured methodology, including pre- and post-grazing ecological assessments, rotational stocking of 50–75 goats per site, and post-treatment evaluations to measure vegetation recovery and invasive species reduction. The study also incorporates public education initiatives, volunteer engagement, and collaborations with conservation organizations and academic institutions to refine grazing strategies over time. The outcomes of this project will help determine the viability of integrating targeted goat grazing into

Eagle Mountain City’s long-term open space management plan while reducing reliance on mechanical and chemical weed control methods.

References

Population Data

[United States Census Bureau, Quick Facts: Eagle Mountain City](#)

Noxious Weeds

[State of Utah Noxious Weeds List](#)

[2025 State of Utah Noxious Weeds List](#)

[Eagle Mountain City Code 8.07.020](#)

[A Well-Designed Goat Grazing Plan Can Reduce Noxious Weeds – USU Extension](#)

Fire Management

[Preparing homes for Wildfire, National Fire Protection Agency](#)

[Wildfire History Tracker – USU Extension](#)

Wildlife and Wildlife Habitat

[Wildlife Migration Initiative: Secretarial Order 3362](#)

[Utah State Code 65-8-202.5](#)

[Landfire.gov](#)

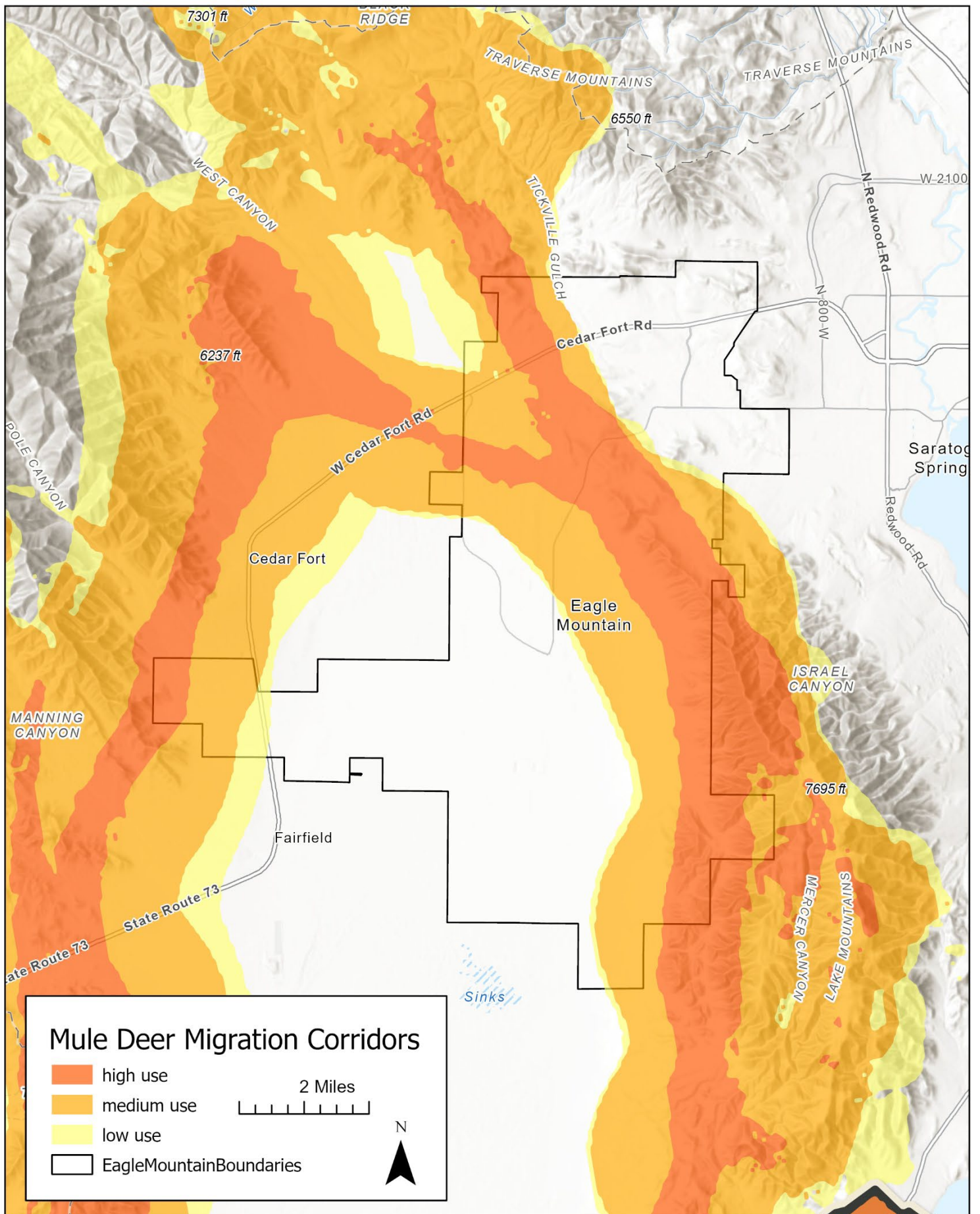
[Landscape Plants for Eagle Mountain, Utah](#)

Soil Data

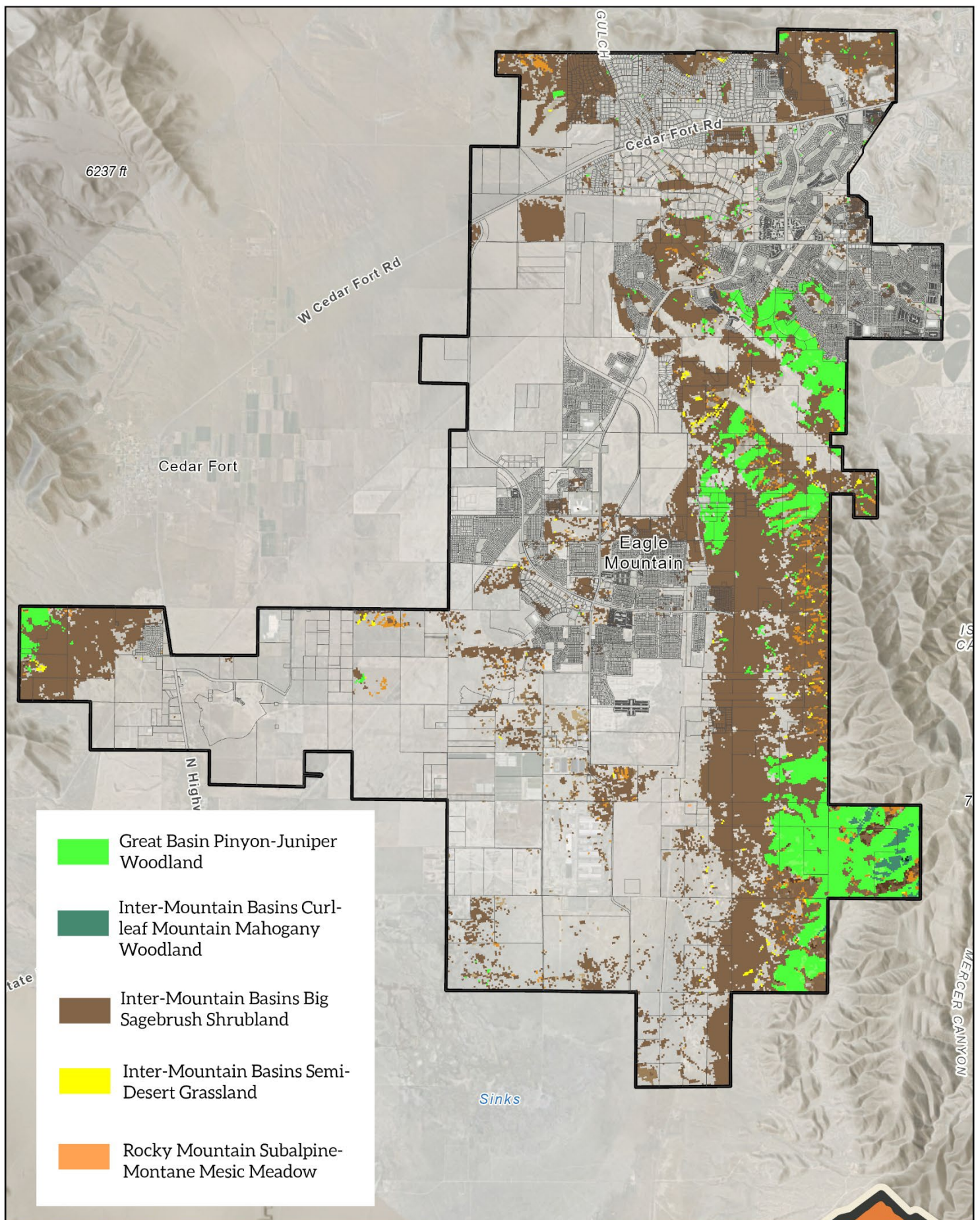
[Soils of Utah](#)

[Landscape Plants for Eagle Mountain, Utah](#)

APPENDICES



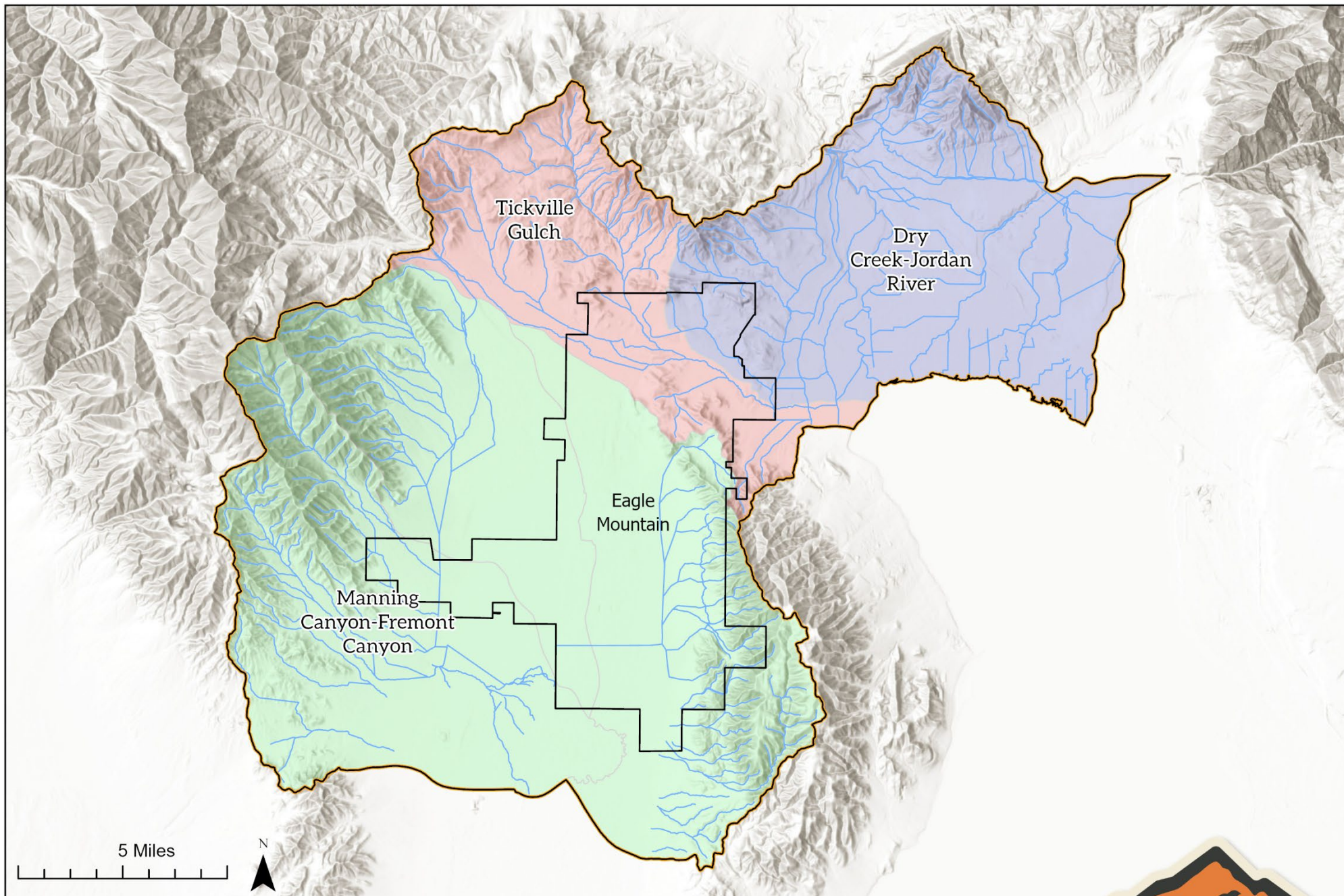
Appendix A. Mule Deer Migration Corridors Near Eagle Mountain City



Appendix B. Land Fire Data - Vegetation Communities

Natural Open Space Management Plan | Eagle Mountain City

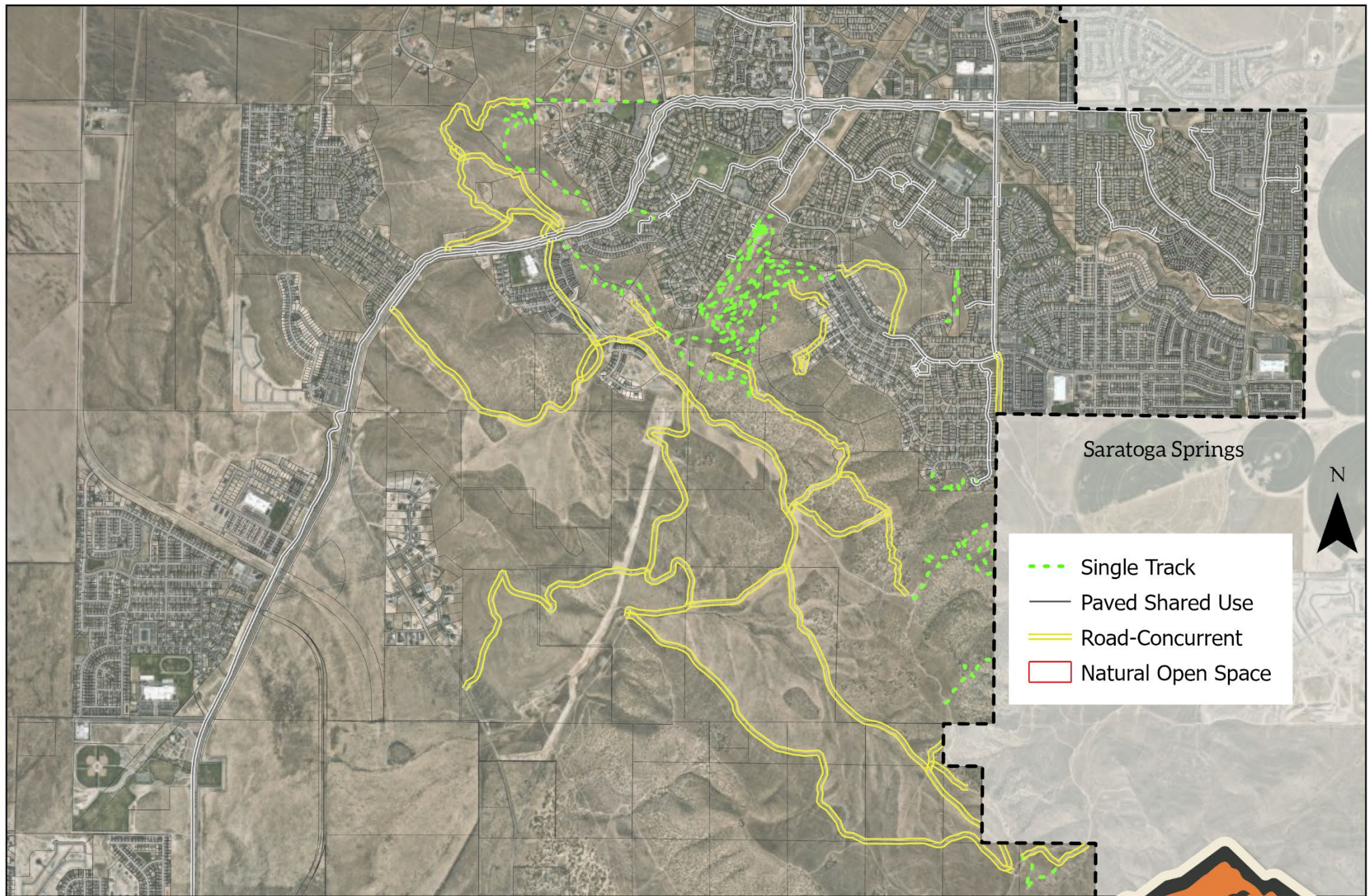




Appendix C. Cedar Valley Region Watersheds

Natural Open Space Management Plan | Eagle Mountain City | 2025





Appendix D. Recreation Resources

Natural Open Space Management Plan | Eagle Mountain City | 2025



Appendix E - Noxious Weed Removal BMPs

Bur Buttercup (*Ceratocephala, testiculata*)



(Bur buttercup lateral habit - USDA Forest Service, Wikimedia Commons)



(Bur buttercup -Bonnie Million, National Park Service, Bugwood.org)

1. Prevention & Early Detection

- Hand-pull plants before seed maturation to prevent reseeding.
- Monitor disturbed areas for early infestations.

2. Mechanical & Cultural Control

- Shallow tillage or hoeing is effective for young plants but must be repeated.
- Apply a 3-inch mulch layer in planting beds to suppress seed germination.

3. Chemical Control

- Apply post-emergent broadleaf herbicides to actively growing plants for effective control.

4. Long-Term Management

- Monitor and remove new growth annually to prevent reinfestation.
- Combine multiple control methods for sustained suppression.

Cheatgrass (*Bromus tectorum*)



(Cheatgrass growth habit - Chris Evans, University of Illinois, Bugwood.org)



(Cheatgrass growth habit - Tom Heutte, USDA Forest Service, Bugwood.org)



(Cheatgrass seeds (K. George and James Sebastian, Colorado State University, Bugwood.org)

1. Prevention & Early Detection

- Hand-pull plants before seed maturation to prevent reseeding.
- Maintain healthy plant cover to reduce establishment in disturbed areas.

2. Mechanical & Cultural Control

- Apply a 3-inch mulch layer in planting beds to suppress seed germination.

3. Chemical Control

- Post-emergent herbicides (e.g., glyphosate, imazapic) should be applied to actively growing plants before seed set.

4. Long-Term Management

- Monitor and remove new growth annually to prevent reinfestation.
- Replant treated areas with competitive native grasses to suppress cheatgrass regrowth.

Field Bindweed / Wild Morning Glory (*Convolvulus* spp)



(Field bindweed growth habit - Howard F. Schwartz, Colorado State University, Bugwood.org)



(Field bindweed leaves - Robert Videki, Bugwood.org)



(Field bindweed flowers - Phil Westra, Colorado State University, Bugwood.org)

1. Prevention & Early Detection

- Monitor and remove plants early before seed maturation.
- Prevent soil disturbance, which encourages root spread.

2. Mechanical Control

- Frequent hand-pulling reduces seed spread but does not eliminate underground roots.
- Repeated mechanical removal of aboveground growth depletes energy reserves but requires persistence.

3. Chemical Control

- Apply post-emergent systemic herbicides (e.g., glyphosate, 2,4-D) to actively growing plants.
- Multiple applications are often required to target underground structures.

4. Long-Term Management

- Monitor treated areas regularly and re-treat as needed.
- Encourage competitive vegetation to suppress regrowth.

Jim Hill Mustard (*Sisymbrium, altissimum*)



(Mary Ellen (Mel) Harte, Bugwood.org)



(Mary Ellen (Mel) Harte, Bugwood.org)

1. Prevention & Early Detection

- Monitor disturbed areas (grasslands, roadsides, streambanks) for early infestations.
- Establish and maintain perennial vegetation to outcompete mustard.

2. Mechanical Control

- Hand-pull plants before seed production to prevent spread.
- Mowing can reduce seed production but must be timed before seeds mature.
- Tillage and cultivation can control mustard in suitable areas before seed set.

3. Chemical Control

- Apply herbicides to young, actively growing plants for best control.
- Selective herbicides: 2,4-D, dicamba work well on small plants.
- Metsulfuron (Escort): Effective pre- or post-emergence for long-term control.

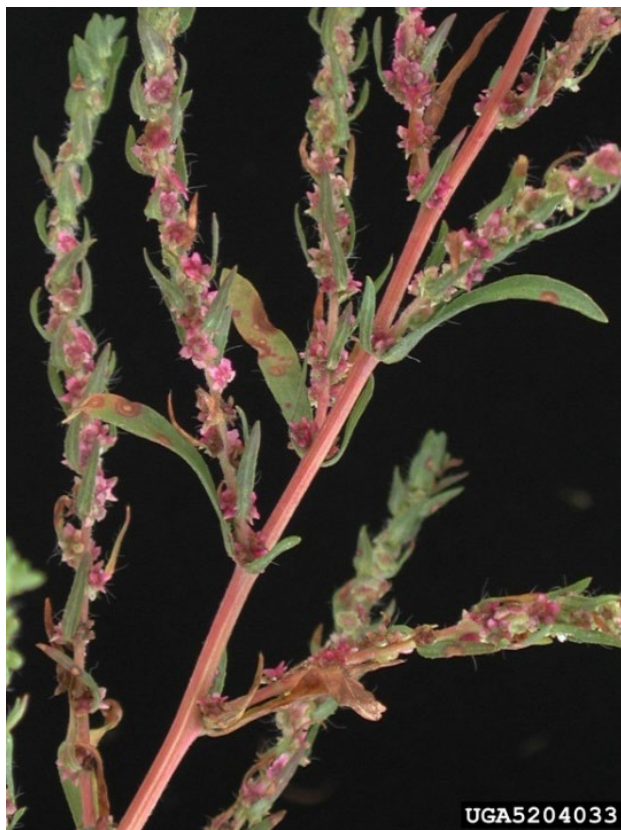
4. Long-Term Management

- Reduce soil disturbances to prevent establishment.
- Monitor and re-treat infested areas as needed.

Annual Kocha (*Kochia, scoparia*)



(Annual kochia growth habit - Leslie J. Mehrhoff, University of Connecticut, Bugwood.org)



(Annual kochia flowers - Pedro Tenorio Lezama, Bugwood.org)

1. Prevention & Early Detection

- Hand-pull plants before they set seed to prevent spread.
- Apply a 3-inch mulch layer in planting beds to suppress seed germination.

2. Mechanical Control

- Shallow tillage or hoeing is effective for young plants but must be repeated as needed.

3. Chemical Control

- Post-emergent herbicides should be applied directly to actively growing plants for best control.

4. Long-Term Management

- Monitor treated areas annually to prevent reinfestation.
- Combine multiple control methods for sustained suppression.

Phragmites (*Phragmites, australis*)



(Phragmites stand at the USU Botanical Center ponds at Kaysville, Utah. extension.usu.edu)



(Phragmites stand at the USU Botanical Center ponds at Kaysville, Utah. extension.usu.edu)

1. Prevention & Early Detection

- Monitor wetland and riparian areas for early infestations.
- Limit soil disturbance and nutrient runoff, as these conditions favor Phragmites growth.
- Maintain water depths above 12 inches or fully dry soils to reduce establishment.

2. Mechanical Control

- Mowing or cutting can reduce growth but must be done weekly from mid-summer to late fall.
- Cut below the waterline (3–5 inches) to drown rhizomes when possible.
- Remove and properly dispose of plant material to prevent regrowth from stems or seeds.

3. Chemical Control

- Apply herbicides (glyphosate or imazapyr) from July to October before a killing frost.
- Use aquatic-approved formulations (e.g., Rodeo, AquaNeat, Aquastar, or Habitat).
- Best method: Spray the leaves directly or apply via cut-stem injection.

4. Long-Term Management

- Plan for a multi-year approach, as control may take 2–3 years or more.
- Remove dead plant material after herbicide treatment to promote native plant regrowth.
- Monitor treated areas annually and apply follow-up treatments as needed.

Puncturevine / Goat Head (*Tribulus, terrestris*)



(Puncturevine - Howard F. Schwartz, Colorado State University, Bugwood.org)



(Puncturevine seedling - Phil Westra, Colorado State University, Bugwood.org)



(Puncturevine burrs - Forest and Kim Starr, Starr Environmental, Bugwood.org)

1. Prevention & Early Detection

- Hand-pull plants before seed maturation; rake or sweep up fallen burrs to prevent spread.
- Reduce soil compaction through aeration, as Puncturevine thrives in compacted soil.

2. Mechanical & Cultural Control

- Apply a 3-inch mulch layer in planting beds to suppress seed germination.
- Regularly monitor disturbed areas where Puncturevine is likely to establish.

3. Chemical Control

- Pre-emergent herbicides: Apply before seeds germinate to prevent new growth.
- Post-emergent herbicides: Directly target young seedlings in planting beds.

4. Long-Term Management

- Monitor treated areas regularly to prevent re-establishment.
- Integrate multiple control methods for sustained suppression.

Russian Olive (*Elaeagnus, angustifolia*)



(Russian Olive at Intermountain Herbarium.
extension.usu.edu)

1. Prevention & Early Detection

- Monitor riparian areas and lowland fields to prevent early infestations.
- Avoid planting Russian olive in windbreaks or landscaping to prevent spread.

2. Mechanical Control

- Cutting alone is ineffective; regrowth will occur unless treated.
- Mowing seedlings can slow the spread but does not eliminate established trees.
- Girdling (removing bark around the trunk) can weaken trees but is slow acting.
- Bulldozing removes trees but disturbs soil, promoting regrowth.

3. Chemical Control

- Best method: Cut trees and immediately apply herbicide to stumps (glyphosate or triclopyr) to prevent regrowth.
- Burning stumps after cutting may improve control but should be used cautiously.

4. Long-Term Management

- Monitor treated areas annually to prevent resprouting.
- Replant native riparian vegetation to restore habitat and prevent reinvasion.

Russian Thistle (*Salsola, tragus*)



(Photo courtesy of Mary Ellen (Mel) Harte,
<https://www.forestryimages.org/>)



(Phil Westra, Colorado State University,
Bugwood.org)

1. Prevention & Early Detection

- Monitor and remove young plants before they mature and produce seeds.
- Minimize soil disturbance and maintain healthy vegetation cover to reduce establishment.

2. Mechanical Control

- Hand-pulling: Effective on small plants.
- Tillage: Light tillage disrupts seedlings but must be repeated.
- Mowing: Only effective before flowering to prevent regrowth and seed dispersal.

3. Chemical Control

- Best applied in spring when plants are actively growing.
- Selective herbicides: 2,4-D, dicamba for broadleaf control.
- Non-selective herbicides: Glyphosate kills all vegetation; best for spot treatments.
- Organic options: Acetic acid or clove oil but require multiple applications.

4. Long-Term Management

- Prevent seed dispersal by collecting and properly disposing of mature plants.
- Restore treated areas with native grasses to prevent reinfestation.
- Monitor yearly and adjust control strategies as needed.

Scotch Thistle (*Onopordum, acanthium*)

1. Prevention & Early Detection

- Monitor disturbed areas and remove young rosettes before they mature.
- Prevent seed production; each plant can produce up to 40,000 seeds that remain viable for years.
- Maintain healthy vegetation cover to reduce establishment.

2. Mechanical Control

- Hand-pulling & digging: Effective on young plants; remove entire taproot.
- Mowing: Must be before flowering to prevent seed dispersal; may require repeated cuttings.
- Tillage: Useful in open areas but must be repeated to prevent regrowth.

3. Chemical Control

- Best applied in early spring or late fall to seedlings and rosettes.
- Effective herbicides include:
 - Aminopyralid, metsulfuron, clopyralid – Best for selective control.
 - Dicamba + 2,4-D mix – Effective before bolting.
 - Glyphosate – Non-selective; best for spot treatments.

4. Cultural & Biological Control

- Maintain native grasses to outcompete thistle.
- Avoid overgrazing, which weakens desirable plant cover.
- No widely effective biological control exists, but goats can graze young plants.

5. Long-Term Management

- Monitor treated areas annually and remove seedlings.
- Integrate multiple methods (mechanical, chemical, and cultural) for long-term success.

Spotted Knap Weed (*Centaurea, stoebe*)



(Rob Routledge, Sault College, Bugwood.org)



(Rob Routledge, Sault College, Bugwood.org)

1. Prevention & Early Detection

- Monitor and remove rosettes before they bolt and seed.
- Avoid soil disturbance, which encourages knapweed establishment.

2. Mechanical Control

- Hand-pulling: Effective for small patches if the entire root is removed.
- Mowing: Reduces seed production but must be repeated annually.

3. Chemical Control

- Best applied in spring or early fall at the rosette stage.
- Selective herbicides: Clopyralid, aminopyralid, picloram for long-term control.
- Glyphosate: Effective for spot treatments but non-selective.

4. Biological Control

- Introduce weevils and beetles that target seeds and roots:
 - *Larinus minutus*, *Cyphocleonus achates* reduce seed production and weaken plants.

5. Long-Term Management

- Replant treated areas with competitive native grasses to prevent regrowth.
- Monitor yearly and adjust strategies as needed.

Tamarisk / Salt Cedar (*Tamarix ramosissima* Ledeb)



(Steve Dewey, Utah State University, Bugwood.org)



(Steve Dewey, Utah State University, Bugwood.org)

1. Prevention & Early Detection

- Monitor riparian areas for early infestations, as Saltcedar rapidly colonizes disturbed soils.
- Avoid planting Saltcedar for erosion control or windbreaks due to its high-water consumption and invasive nature.

2. Mechanical Control

- Cutting alone is ineffective; regrowth occurs unless combined with herbicide treatment.
- Burning, drought, or flooding do not effectively kill Saltcedar.

3. Chemical Control

- Apply herbicide (e.g., triclopyr or imazapyr) directly to cut stumps to prevent regrowth.
- Foliar spraying is effective but must be done carefully to avoid non-target damage.

4. Long-Term Management

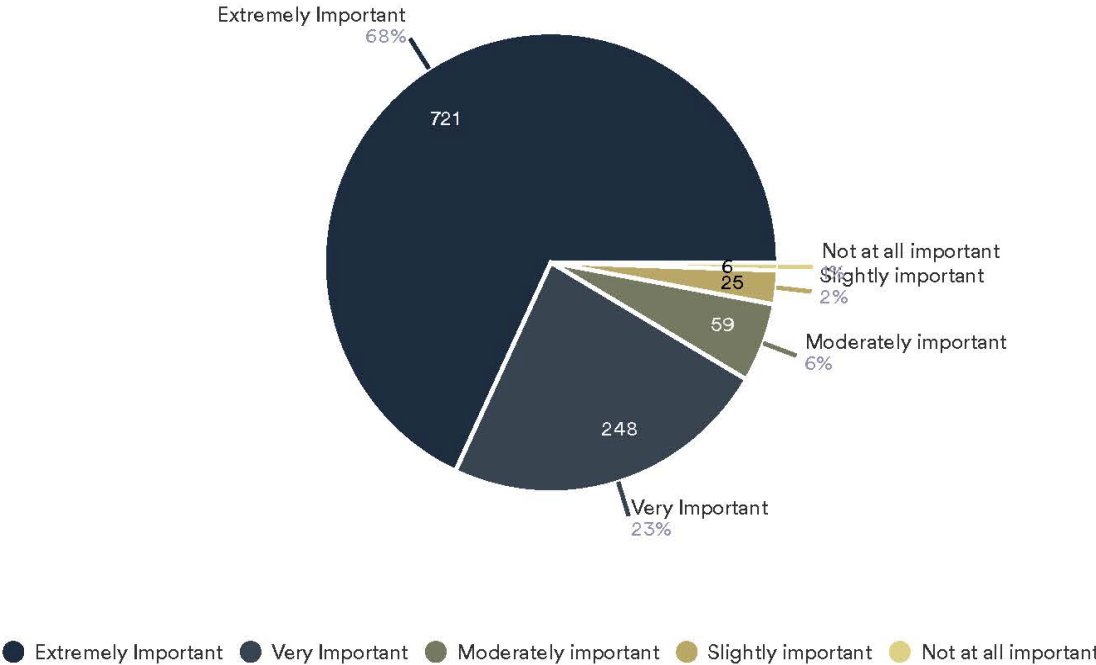
- Monitor and retreat regrowth annually, as complete eradication requires multiple treatments.
- Restore treated sites with native riparian vegetation to prevent reinfestation.

Eagle Mountain 2024 Open Space Survey



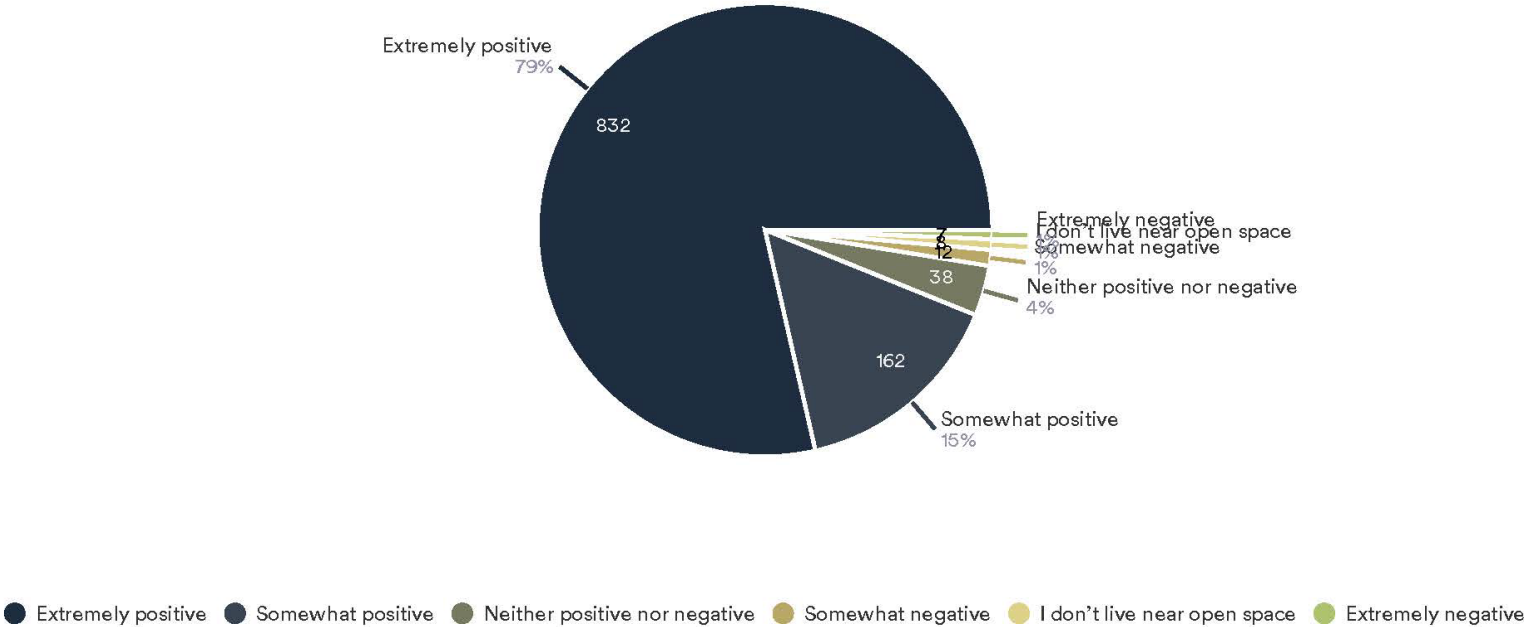
How important is open space to you?

1059 Responses



Does proximity to open space have a positive or negative impact on your household's quality of life?

1059 Responses



What type of transportation do you use to access open space areas?

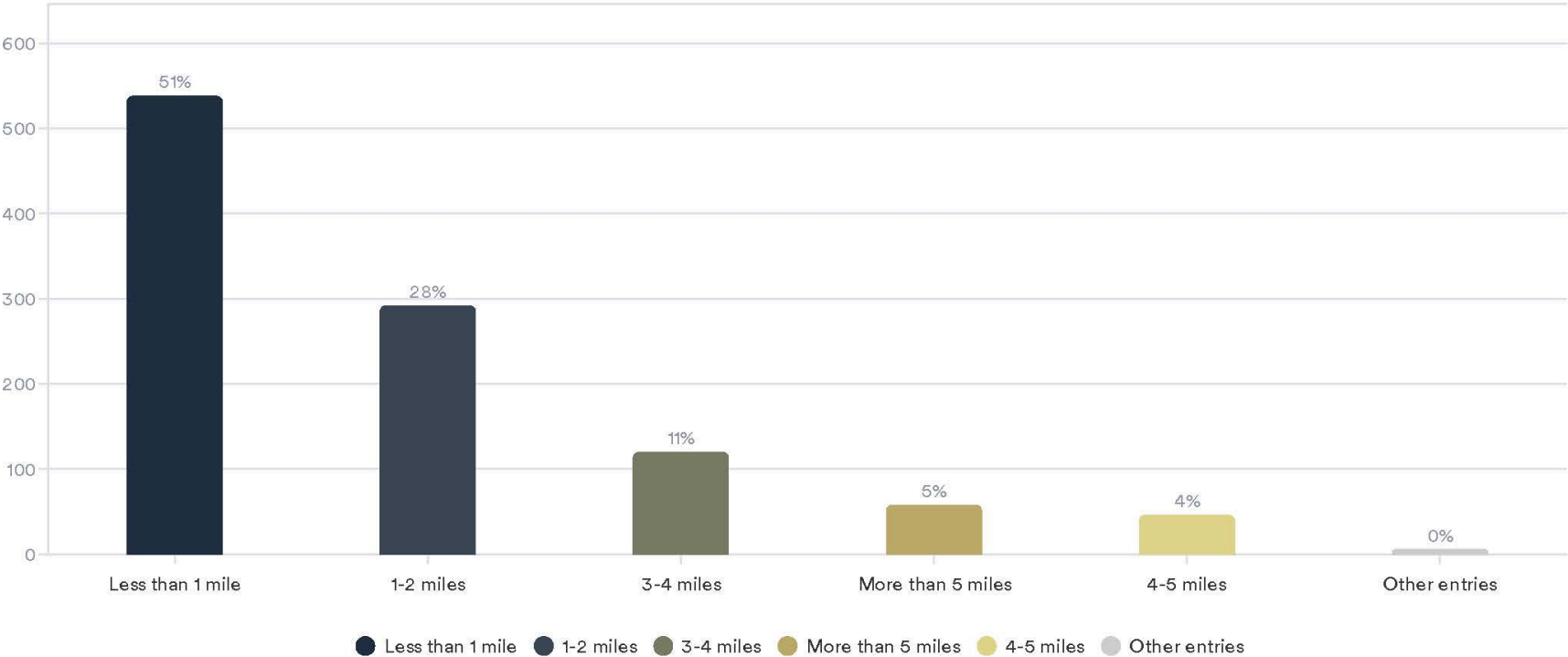
1055 Responses



Data	Response	%
On foot	400	38%
Car	317	30%
Dirt bike / four-wheeler	145	14%
Bicycle	143	14%
Horseback	33	3%
Other entries	17	2%

How far do you have to travel to access open space areas?

1056 Responses



What types of open space do you visit the most? Select Two

2470 Responses- 1 Empty

Data	Response	%
Improved city parks with grass and amenities	624	25%
Natural open space areas (natural parks)	488	20%
Paved running/walking/biking trails	477	19%
Public Land (Bureau of Land Management or State Institutional Trust La...	416	17%
Unpaved running/walking/biking trails	409	17%
Golf Course	56	2%

Best Response

Improved city parks with grass and amenities

25%

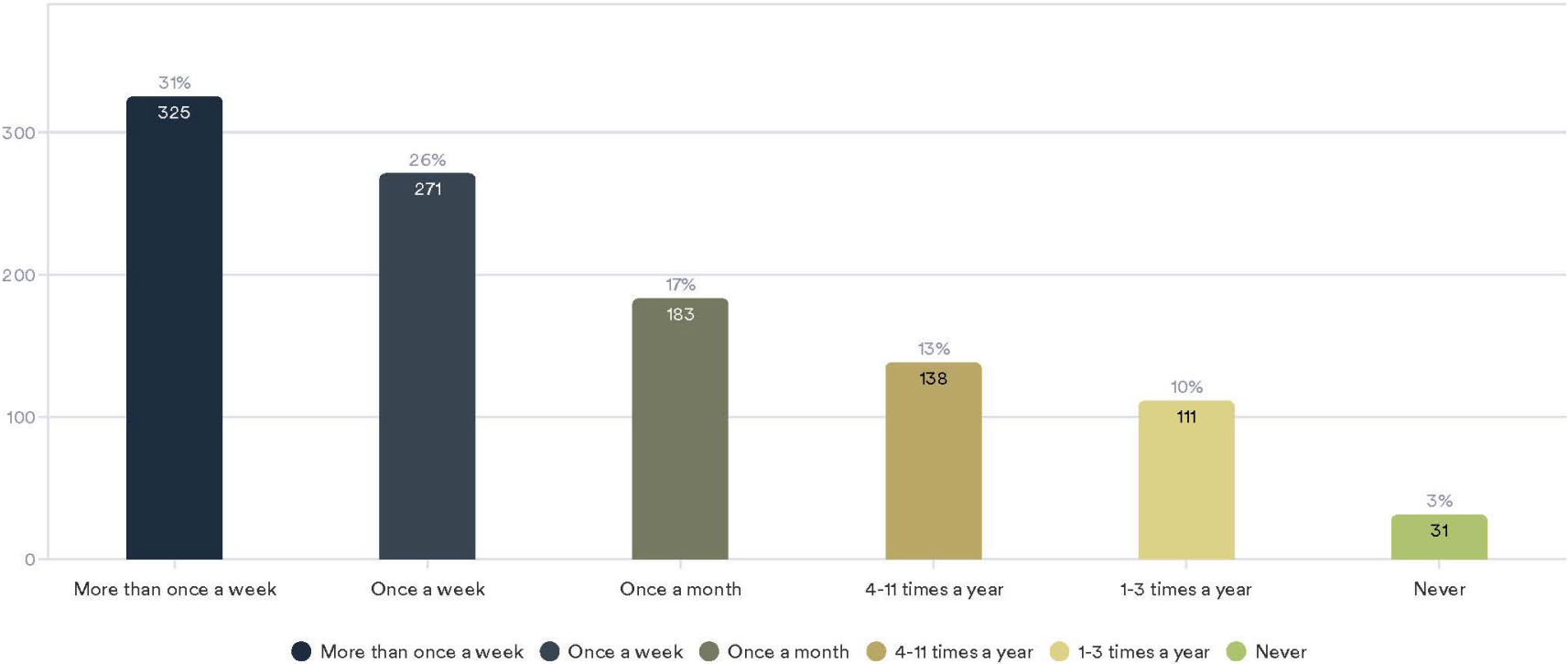
Percentage

2470

Responses

How often do you visit city owned natural open space areas?

1059 Responses



What natural open spaces do you visit? Select up to Three

2392 Responses- 1 Empty

Best Response

Lake Mountain

27%

Percentage

2392

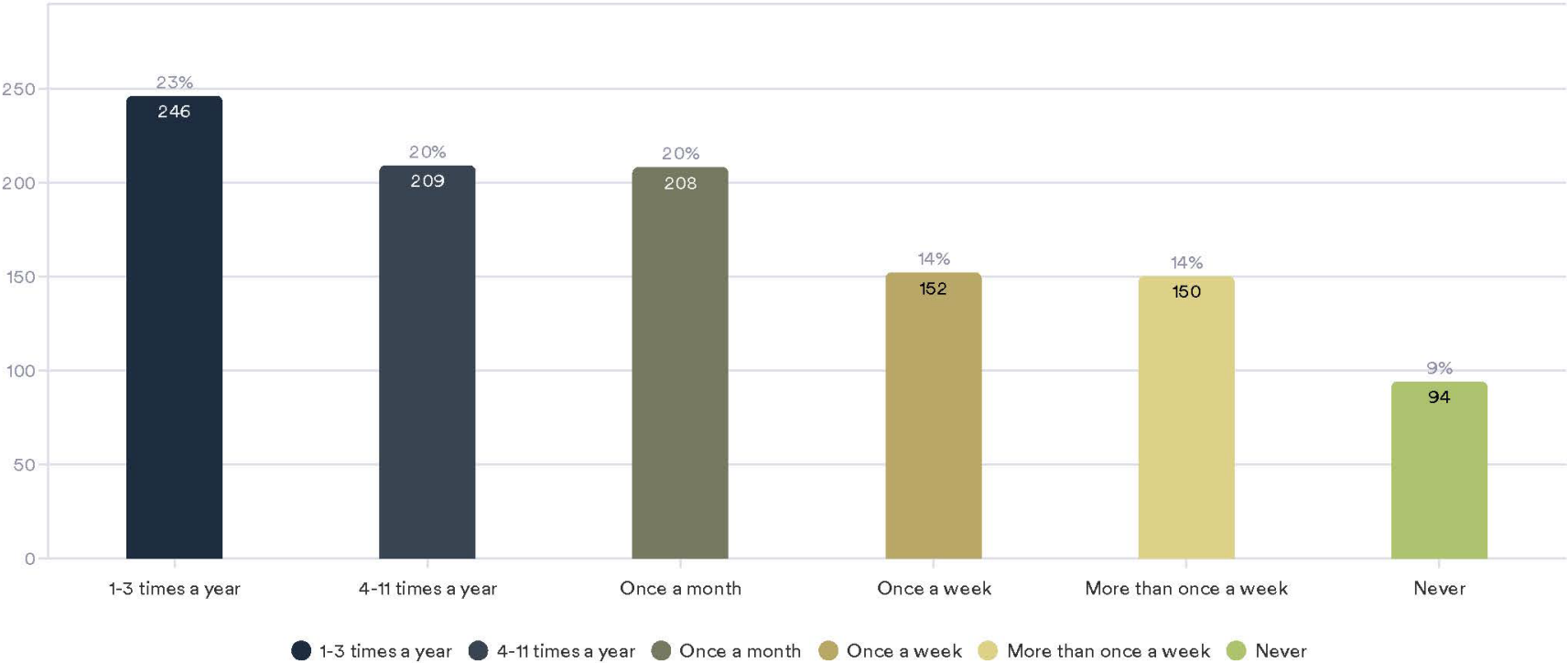
Responses

Data	Response	%
Lake Mountain	648	27%
BLM land within city limits	561	23%
Eagle Mountain Bike Park	394	16%
Turtle Peak	303	13%
Tickville Gulch	210	9%
Three Warriors Petroglyph	125	5%
None	13	1%
Other entries	170	6%

Eagle Mountain 2024 Open Space Survey

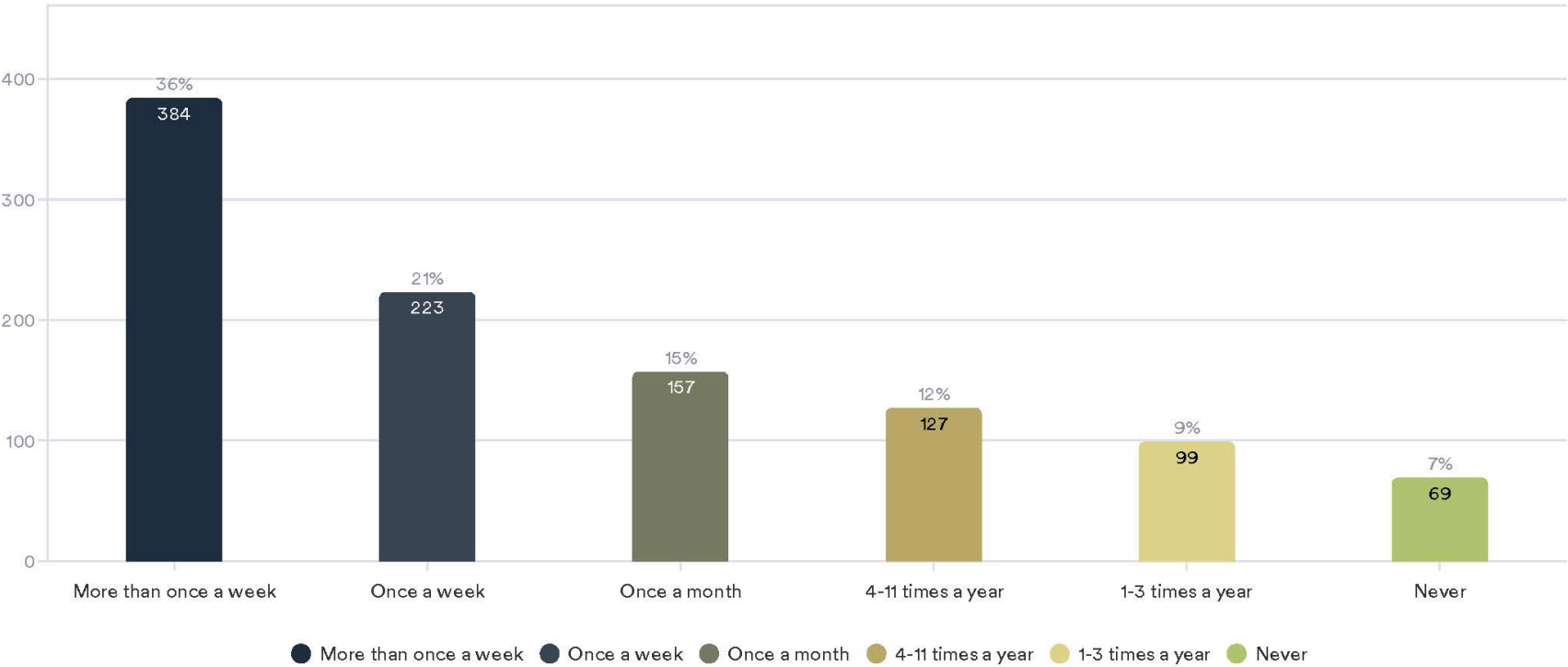
How often do you visit nearby Public Lands (Bureau of Land Management / State Institutional Trust Lands) - See Image Below

1059 Responses



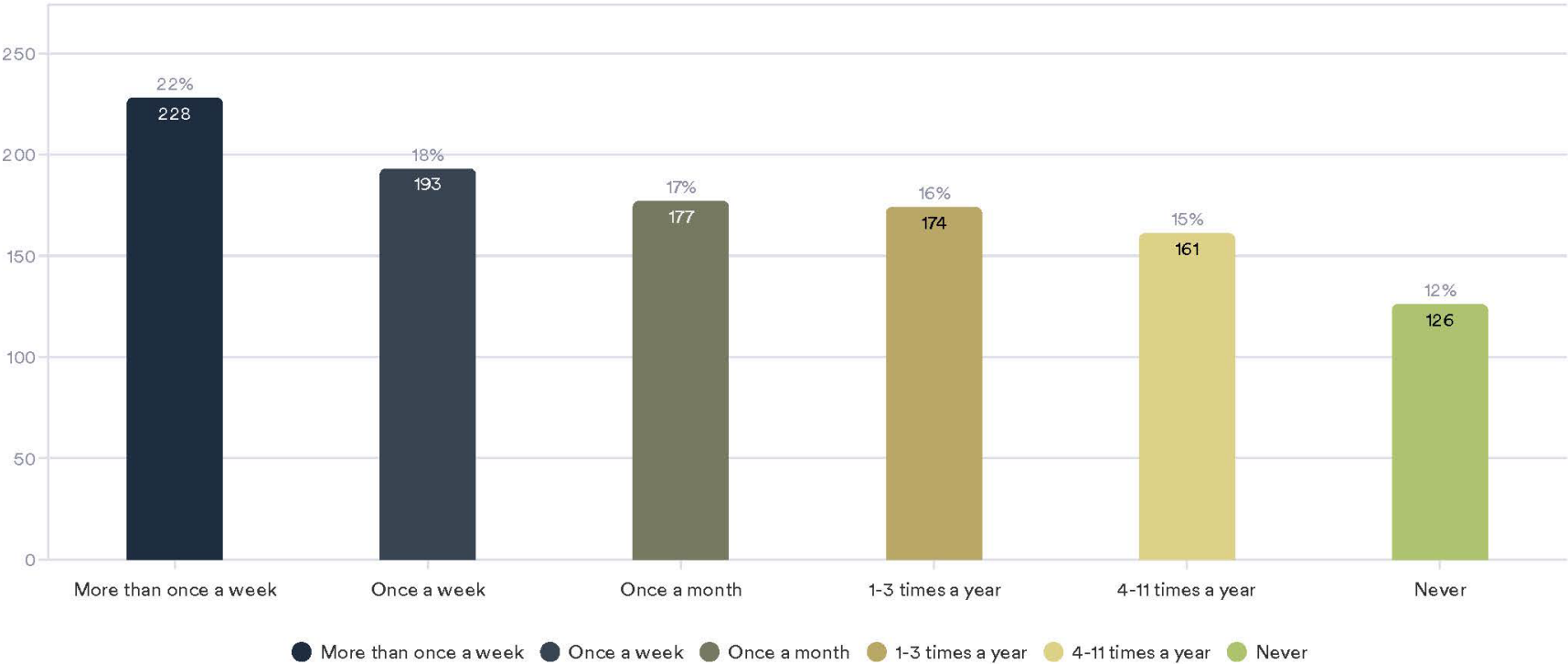
How often do you use paved running / biking trails?

1059 Responses



How often do you use unpaved running / biking trails?

1059 Responses



Do you visit open space for any of the following reasons? Select your top 3

3174 Responses

Best Response

To enjoy nature

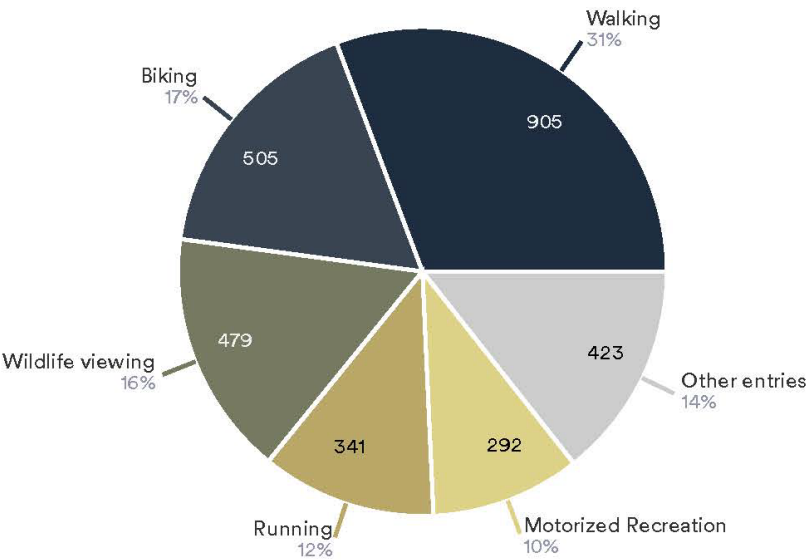
30%
Percentage

3174
Responses

Data	Response	%
To enjoy nature	967	30%
For recreation	901	28%
To get exercise	866	27%
To enjoy the company of others	271	9%
For education / to learn about nature	87	3%
For spiritual / religious reasons	61	2%
Other entries	21	1%

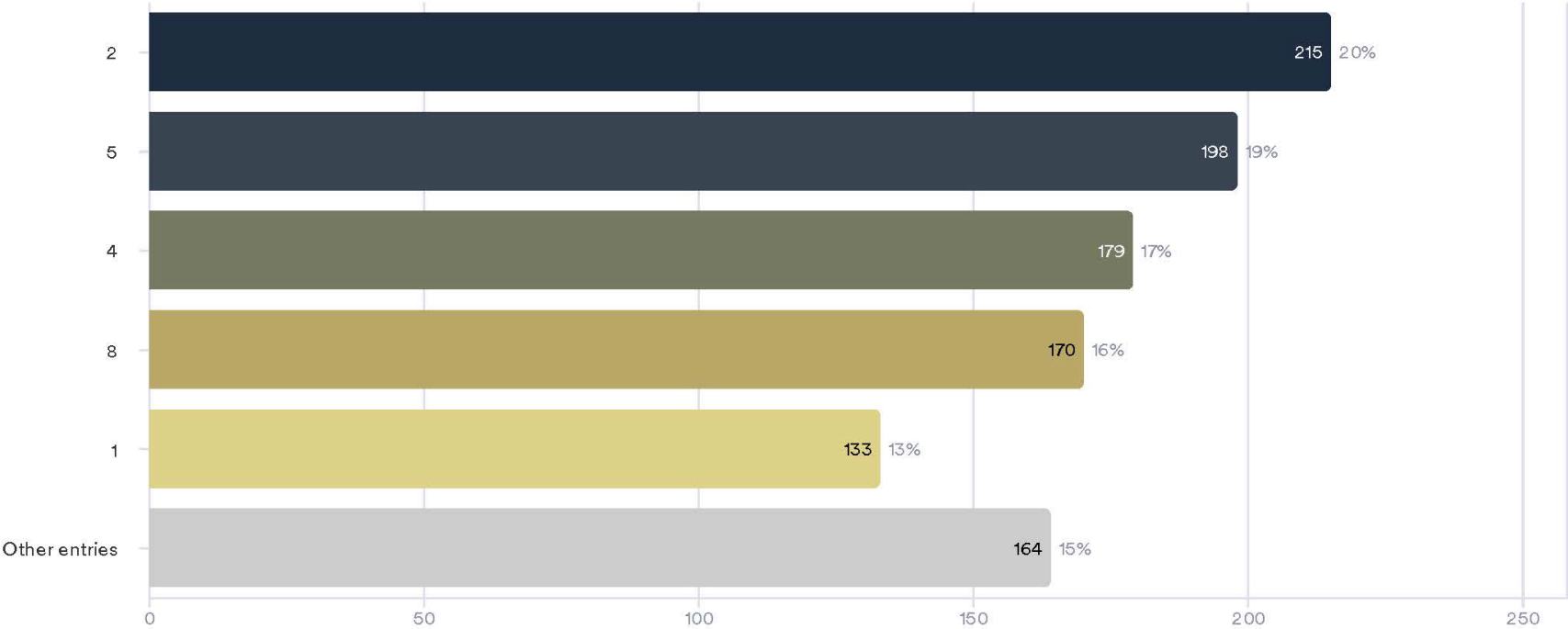
Do you visit open space for any of the following activities? Select your top 3

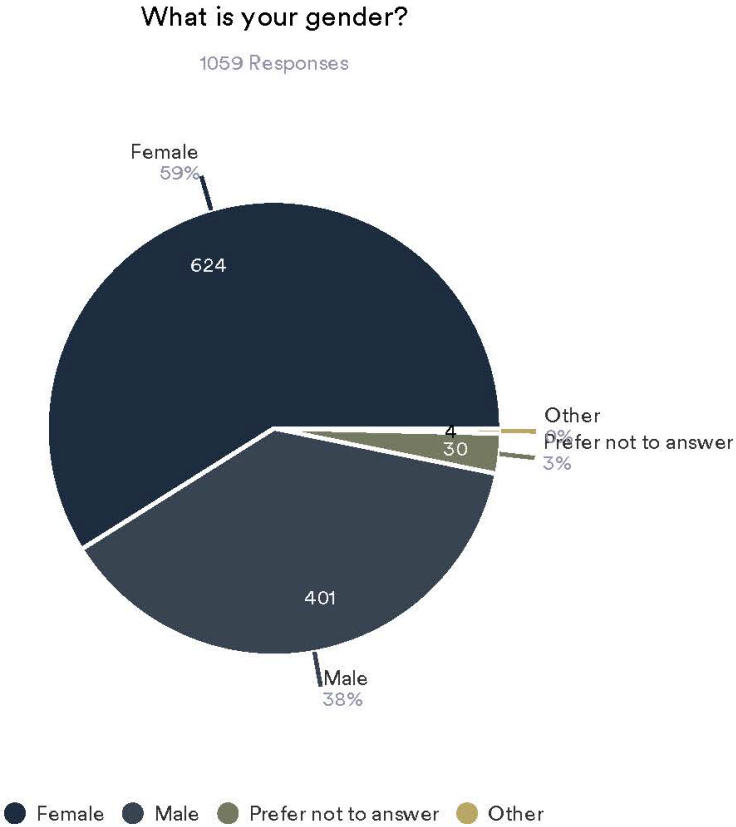
2945 Responses



Which general area in Eagle Mountain City do you live? See Map Below

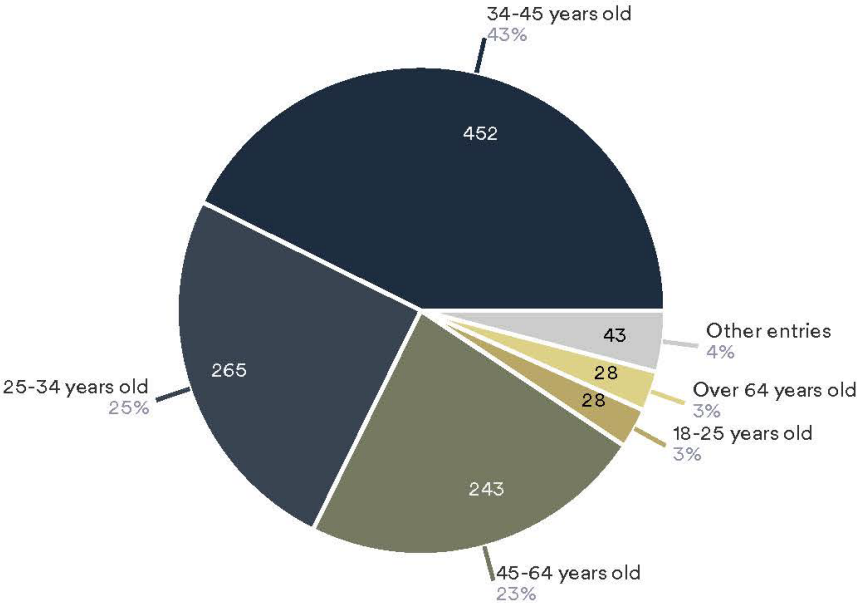
1059 Responses





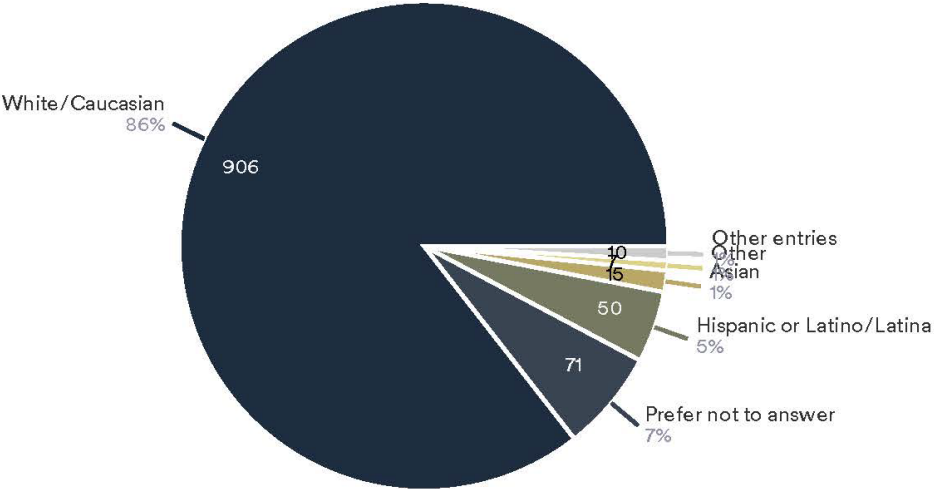
What age group do you belong to?

1059 Responses



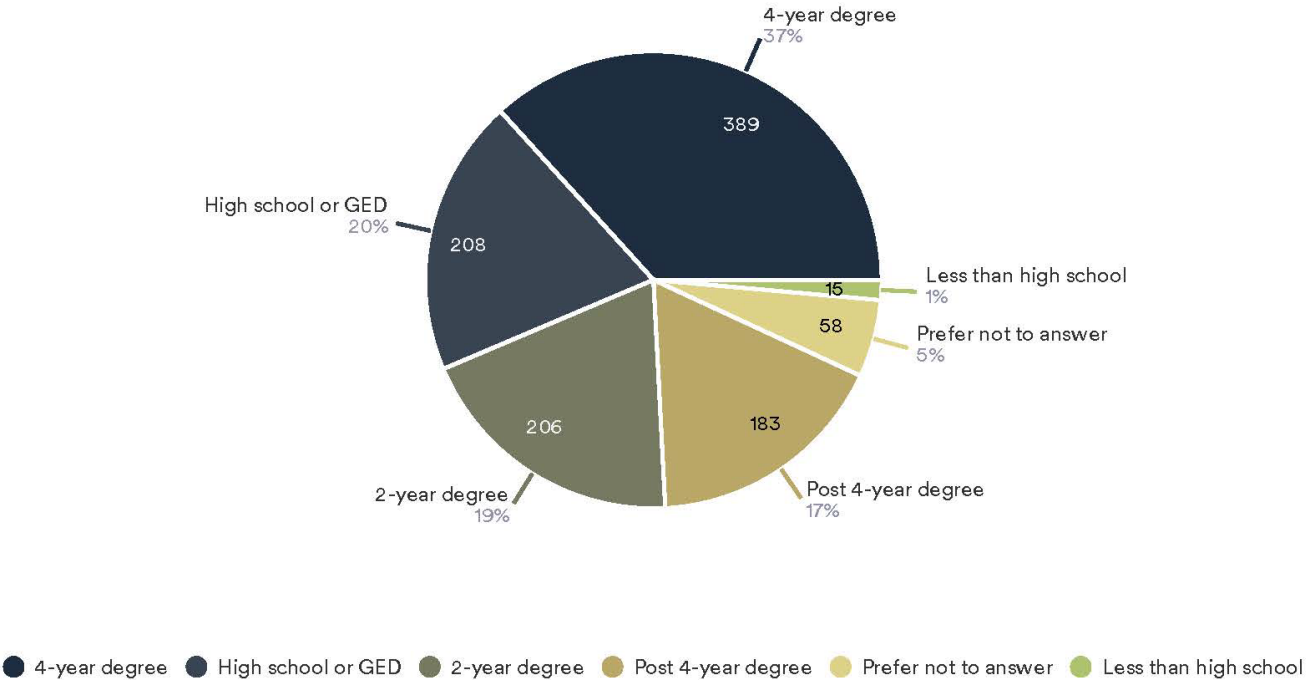
What category best describes your race or ethnicity?

1059 Responses



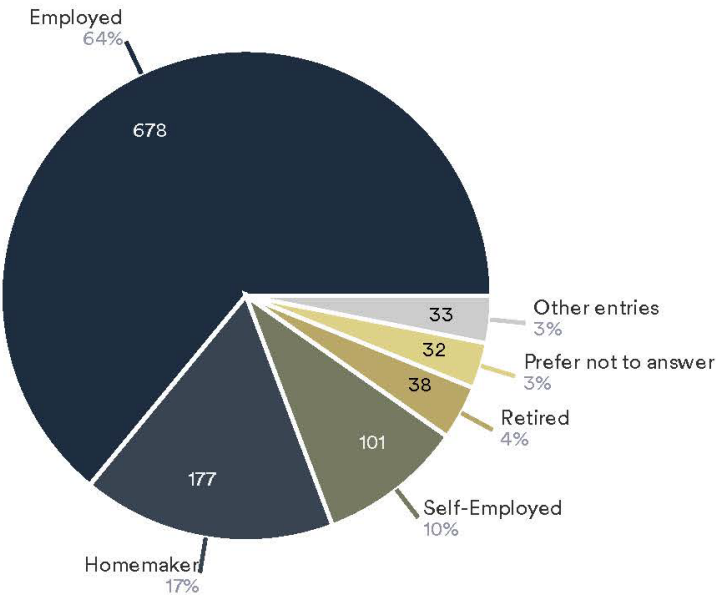
What is the highest level of education you have received?

1059 Responses



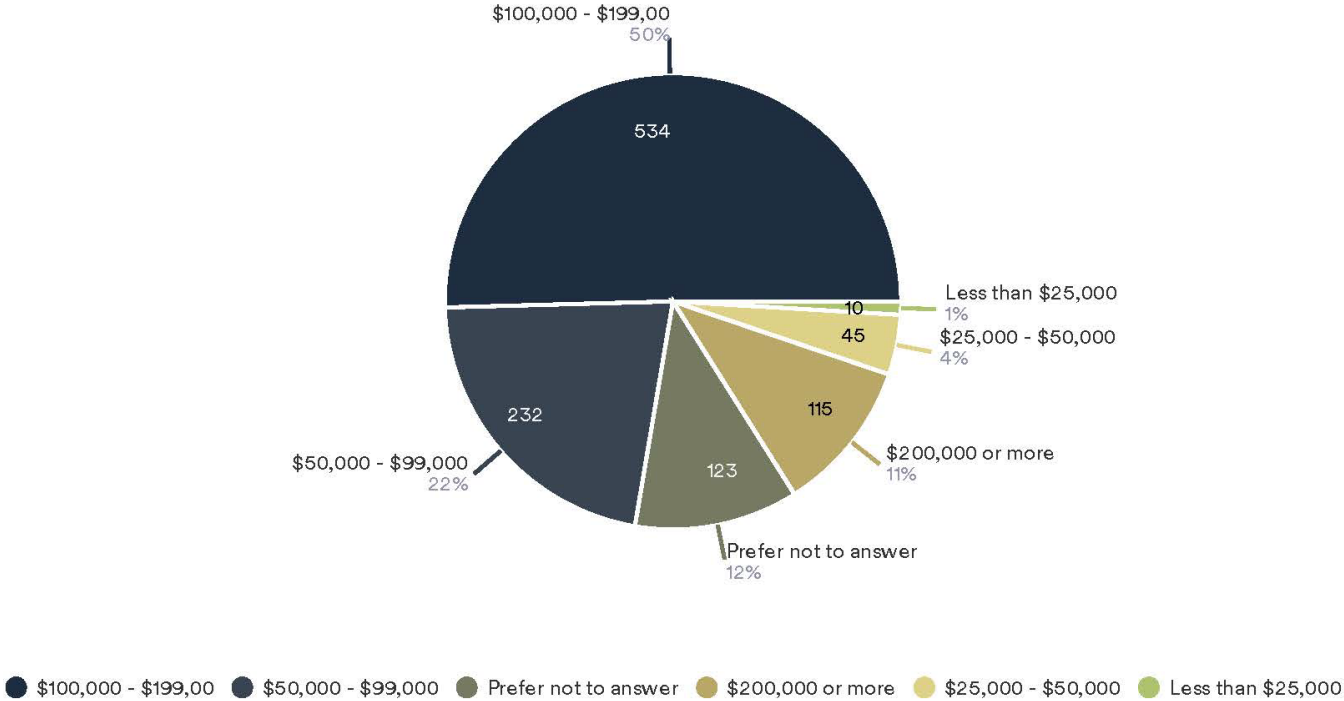
Which of the following best describes your employment status?

1059 Responses



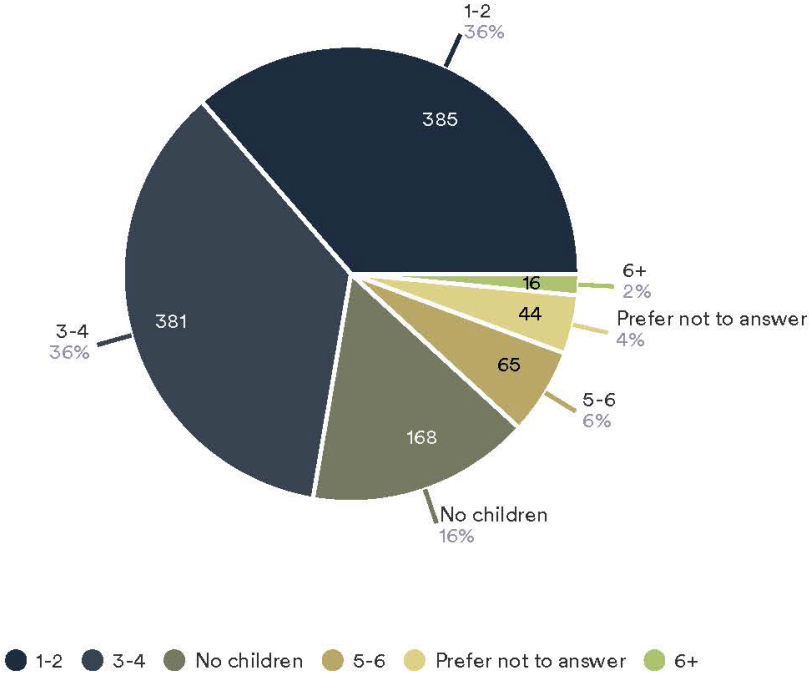
Which category best represents your household's annual gross income?

1059 Responses



How many children, if any, live in your household?

1059 Responses



Report End

Eagle Mountain 2024 Open Space Survey







**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	DISCUSSION - CDBG FY 25-26 Allocations
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	Community Development Block Grants (CDBG) are federally funded and typically do not require direct financial contributions from the City. However, administering these grants involves indirect costs, primarily in the form of staff time dedicated to managing applications, overseeing compliance, and reporting. Additionally, cities must adhere to federal regulations, which may necessitate specific administrative practices or planning efforts. MAG also assists in these efforts.
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Natalie Winterton, Grants
Coordinator/Management
Analyst

PRESENTED BY

Natalie Winterton

RECOMMENDATION:

N/A

BACKGROUND:

Eagle Mountain City has approximately \$241,000 for its 2025-2026 CDBG allocation. However, only \$35,000 of that can be allocated to public service projects. It is recommended that the Council discuss how it would like the CDBG dollars to be allocated.

The recommendations compiled in the staff report came from department heads. Although MAG is helping with the process and paperwork, the project suggestions were in no way swayed by MAG. Allocations to entities that did not make an application for this year's CDBG funds should not be considered.

UPDATE: One of the CDBG funding recommendations previously discussed by the City Council included a \$50,000 allocation for the Senior Center parking lot.

However, during the April 8, 2025 budget work session, the Fleet & Facilities Director indicated that the parking lot project could be accommodated within the current year's budget, and CDBG funds would not be needed for that purpose.

As a result, the City Council may now reallocate the \$50,000 in available CDBG funding to other

eligible projects or priorities. Staff has tentatively suggested the additional \$50,000 be added to the Small Business Grant program

ITEMS FOR CONSIDERATION:

- The nonprofit applicants have all been serving Eagle Mountain residents for years without any financial contribution from the City.
- The nonprofit applicants will continue serving Eagle Mountain residents regardless of the amount of money the City decides to award them, if any.
- While it would be ideal to award any interested nonprofit organization some sum of money, it is recommended that the Council consider the preferred use of the money, regardless of who provides the service.
- Since funding is not needed to pave the Senior parking lot, that money could be added to the Small Business grant program, making that allocation \$150,000.
- If the Council is not interested in spending as much money toward neighborhood cleanup, that money could also be added to the Small Business grant program.
- If the Council is not interested in allocating money toward one of the line items in the public service category, that money could always be allocated to an already listed project, making the budget larger, or it could be replaced entirely.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Allocation Recommendations
2. CDBG Overview
3. APP - Family Haven
4. APP - Children's Justice Center
5. APP - Tabitha's Way



To: Eagle Mountain City Council
From: Natalie Winterton, Management Analyst
Date: April 8, 2025
Subject: CDBG 2025-2026 Allocation Recommendations

Background

Eagle Mountain City is in its second year as a Community Development Block Grant (CDBG) entitlement community, receiving direct funding from the U.S. Department of Housing and Urban Development (HUD). For the Fiscal Year 2025-2026, the City anticipates approximately \$200,000 in CDBG funding after accounting for administrative costs. In addition to this allocation, funds were reserved from the previous year to supplement the current year's allocation, bringing the total available funding to approximately \$241,445. These funds are a valuable resource for addressing community development needs and supporting public infrastructure, with a specific focus on benefiting low- and moderate-income (LMI) residents.

CDBG funds can be used for a wide range of activities aimed at improving the quality of life for residents, including the construction of public facilities, public service programs, and partnerships with nonprofit organizations that provide essential services. Federal regulations allow up to 15% of the annual CDBG allocation to be used for public service projects. This includes funding for nonprofit organizations that directly support LMI individuals and families in Eagle Mountain. For the upcoming funding cycle, three nonprofit organizations—Utah County Children's Justice Center, Tabitha's Way, and Family Haven—have submitted applications for consideration. Their proposed programs align with the City's objective of supporting vulnerable populations through CDBG funding.

A public hearing was held on April 1, 2025, to inform residents about the CDBG program, review eligible activities, and gather community input. The item is scheduled to come before the City Council as a discussion item on April 15, 2025. Based on feedback received during the April 1 meeting, some of the recommendations have been altered. No additional feedback was provided after the April 1 meeting. This item will return to the City Council for a vote on May 6, 2025. As part of the City's Annual Action Plan development process, this collaborative approach ensures that the CDBG funding is directed in ways that best meet



the needs of Eagle Mountain's residents and supports the City's ongoing community development goals.

Allocating Money to Nonprofits

Three nonprofits have applied to receive a portion of Eagle Mountain's CDBG funds. It is important to note that given the reporting requirements of the federal government, MAG does not recommend allocating less than \$5,000 to any nonprofit. Although these nonprofits serve more than just Eagle Mountain residents, they can guarantee that the donated funds will directly benefit Eagle Mountain residents. To read the applications of all three organizations, please see the other attachments.

The nonprofit applicants have a long-standing history of serving Eagle Mountain residents without any financial contributions from the City. They have demonstrated a continued commitment to the community and will remain dedicated to providing their services regardless of the funding amount, if any, awarded by the City. While it would be ideal to provide financial support to all interested nonprofit organizations, it is recommended that the Council focus on the intended outcomes and preferred use of the funds, rather than on who delivers the service.

Staff Recommendations: Public Service Category

The following are Staff's recommendations for Public Service Projects. The maximum amount the City can spend on this category is \$35,292.

LMI Cemetery Services Assistance - \$5,000

Allocating \$5,000 to cemetery service assistance would allow the City to provide reduced cemetery service costs for low- to moderate-income households facing the financial challenges of end-of-life expenses. This program would help cover essential costs such as interment, easing the overall financial burden on grieving families. By using CDBG funds to offset these expenses, the City can help ensure that all residents, regardless of income, are able to access dignified burial services for their loved ones. This support can make a meaningful difference, allowing families to better manage other post-life care costs during a difficult time.

Utility Assistance Program - \$15,000

This service would provide low- to moderate-income households with the opportunity to apply for partial assistance on their water bills, helping to ease the financial burden of essential utilities. Eligible households could receive support for



up to three months per year, offering temporary relief during periods of financial strain. By focusing on short-term, needs-based assistance, the program aims to help residents maintain access to clean water while promoting responsible utility usage. This targeted approach allows the City to support its most vulnerable residents without creating long-term dependency.

Senior Programming - \$3,000

This service would enable the City to offer professional accounting and legal assistance to seniors, providing guidance on important matters such as Medicare, estate planning, and other aspects of transitioning into retirement. Seniors are often considered low- to moderate-income due to their fixed incomes, and many face challenges navigating the complexities of this new phase of life. Access to trusted experts can help them make informed decisions about insurance, financial planning, and legal matters, offering peace of mind and promoting long-term stability. This program would enhance the City's senior programming by addressing some of the most critical and often overlooked needs of its aging population.

If the City prefers to pursue this initiative using volunteers rather than professional services, the proposed funding could be reallocated to other meaningful projects, such as the back-to-school supply drive for low- to moderate-income families. Leveraging volunteers may still allow the City to provide valuable support to seniors while freeing up resources to meet other pressing community needs. However, the limited bandwidth of City staff to recruit, coordinate, and manage volunteers may hinder the effectiveness and sustainability of this effort. This tradeoff should be considered when determining the most practical and impactful use of available funds.

Back to School Drive - \$5,000

Purchasing school supplies for the new academic year can place a significant financial burden on many families, particularly those with limited incomes. This proposed program would allow the City to support children from low- to moderate-income households by helping provide essential school supplies. While elementary schools often cover many of these needs, the financial responsibility shifts considerably to families as children enter junior high and high school, where supply lists tend to be longer and more expensive. By offering this assistance, the City can help ease the back-to-school transition for older students and ensure all children have the tools they need to succeed.



Tabitha's Way - \$7,292

Staff recommends allocating funding to Tabitha's Way due to its demonstrated high impact on Eagle Mountain residents and its strong track record of service. Although located in a neighboring city, Tabitha's Way serves thousands of Eagle Mountain residents annually and has established a system to ensure that any funds granted by the City are used exclusively to benefit those residents. The organization already partners with the City through initiatives such as the Library's food drive, further strengthening its connection to the community. Supporting Tabitha's Way would allow the City to invest in a trusted partner with proven capacity to meet essential needs and deliver direct, measurable assistance to Eagle Mountain households.

Staff Recommendations: Non-public Service Categories

The following are Staff's recommendations for non-public service projects. After allocating funds to public service projects, the City has approximately \$206,163.20 available for non-public service initiatives. HUD prefers that the majority of CDBG funds be allocated to non-public service categories because, while public service projects provide important and immediate relief, their impact tends to be temporary. In contrast, non-public service projects are intended to create lasting, institutional, or infrastructural changes that have a more enduring impact on the community.

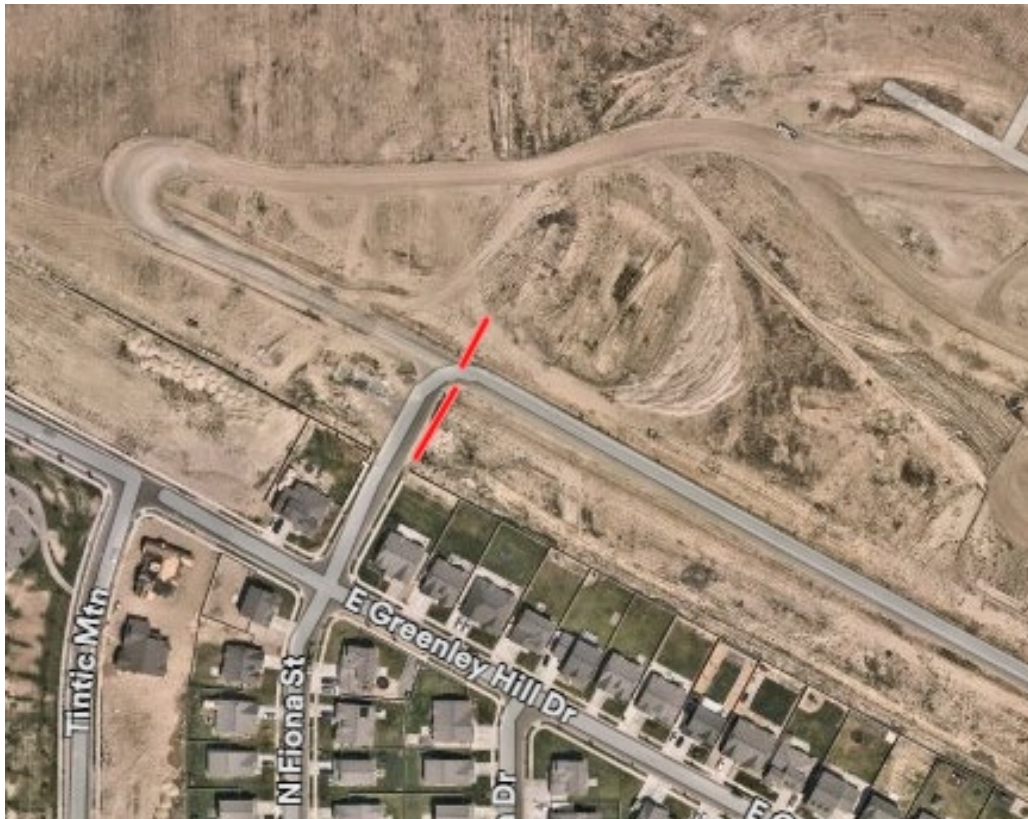
Low-Moderate Income Yard Cleanup - \$36,163.20

Staff recommends that the Council allocate funding for a low- to moderate-income yard cleanup program, aimed at helping homeowners bring their yards into compliance with City code. This project would cover the time and supplies needed to address yard maintenance issues, improving the overall appearance and safety of neighborhoods. The goal is not only to bring yards up to code but also to help homeowners reach a point where they can maintain their properties more easily. This might involve redesigning parts of the yard, such as replacing overgrown plants or adjusting landscaping to make upkeep more manageable. By supporting this effort, the City would not only assist individual homeowners but also contribute to a cleaner, more cohesive neighborhood environment that benefits all residents. This initiative aligns with the Neighborhood Improvement program's broader goal to beautify the city, creating a more inviting and well-maintained environment for everyone.



ADA Ramp Installation - \$20,000

Staff recommends installing an ADA-compliant ramp at the intersection of Fiona Street and Airport Road to complete the City's trail system and improve accessibility for all residents. While developers have installed trails on private property along Fiona Street, the City portion where Fiona crosses Airport Road remains incomplete and does not meet ADA standards. This project would involve installing approximately 160 feet of trail and incorporating ADA-compliant crossing features, providing a crucial connection between the existing trails and allowing individuals with disabilities to safely and accessibly cross the road. Additionally, this location is adjacent to a school, where many children may be headed, making it even more important to ensure the safety and accessibility of this crossing. By addressing this gap, the City would ensure that all residents, regardless of mobility, can fully enjoy the trail system and access important community areas. (see map below)



Senior Parking Lot - \$0

It was previously recommended that the City Council allocate \$50,000 to pave the Senior Parking Lot. However, that project has already been budgeted under



facilities. Therefore, it is staff's recommendation to put the money toward the small business grant program. This would provide funding to help local businesses grow and thrive, benefiting the broader community in a long-term and sustainable manner.

Small Business Grants - \$150,000

Staff recommends allocating funding to a small business grant program to support the growth and development of Eagle Mountain's small business community. Many local entrepreneurs are eager to expand their operations but face significant financial barriers that make growth challenging. This grant program would provide much-needed financial support to low- to moderate-income business owners, allowing them to invest in infrastructure, marketing, equipment, or other necessary resources to grow their businesses with reduced risk. Small businesses are the backbone of a thriving local economy, and by assisting them, the City can help foster a more diverse and resilient economic base. In addition, this program aligns with the City's goal of encouraging more commercial development, which would ultimately reduce the reliance on residential development to support the City's budget. By investing in local businesses, the City is not only helping entrepreneurs succeed but also making a strategic investment in its own long-term financial stability through potential increases in sales tax revenue. Supporting these businesses today could result in a stronger, more vibrant economy tomorrow.



CDBG: Summary

CDBG Context:

Dollars to spend this year: **\$241,445**

Max amount we can spend on public services (15%): **\$35,292**

We can contribute to nonprofit organizations that have applied. This comes out of the public service budget above.

Nonprofit Applicants:

Family Haven

Friends of UT Co. Children's Justice Ctr.

Tabitha's Way

See next page for nonprofit summary

Staff Recommendations

Public Service Projects

Cemetery Services Assistance

LMI households receive cemetery services at no cost. **\$5,000**

Utility Assistance

LMI Households get help on their water bill for a max of 3 mo./yr. **\$15,000**

Senior Assistance Program

Seniors get legal and financial advice. **\$3,000**

Back-to-School Drive

Kids of LMI households receive school supplies. **\$5,000**

Tabitha's Way - nonprofit

Local food pantry **\$7,292**

Total: \$35,292

Other Projects

LMI Yard Cleanup

LMI Household yard cleanup **\$36,163.20**

ADA Ramp Installation

Connect paths along Fiona St across Airport Rd. with ADA crosswalks **\$20,000**

Senior Parking Lot

Finish paving and repave rough areas **\$0**
**Funds allocated from other sources*

Small Business Grants

LMI business owners receive grant from city for expansion **\$150,000**

Total: \$206,163.20

Action Required:

Hold and then close a Public Hearing. Then vote for the allocation of these funds. Funds should not be allocated to projects/entities that were not part of this years application process. Please feel free to reach out to Natalie Winterton if you have any questions. nwinterton@eaglemountain.gov | work cell: 385-229-0976

Nonprofit Applicants

Family Haven

Brief Project Description

Clinical mental health services for North Utah County's low-income households, specifically victims of abuse and domestic violence and families in crisis. Our agency focuses on client-focused therapy modalities and our specialties include play therapy, cognitive therapy, sand tray therapy, EMDR, and more. We provide weekly individual and family therapy as well as crisis services and other functional support services needed for families in crisis.

Amount requested

\$25,000

Anticipated # of Beneficiaries

50

Friends of Utah County Children's Justice Center

Brief Project Description

The project will provide evidence-based, age-appropriate, and trauma-informed mental health treatment to children and families in Eagle Mountain affected by the sexual or severe physical abuse of a child. By removing financial barriers, the project will ensure child victims and their families can access timely and essential therapeutic services.

Amount requested

\$5,000

Anticipated # of Beneficiaries

50

Tabitha's Way

Brief Project Description

Tabitha's Way operates two full-time pantries, a satellite and mobile location in Utah County. These pantries all offer a Pantry Feeding Program service that provides food assistance to individuals facing food insecurity. Our food pantries are a critical element to fighting food insecurity in our communities by providing access to free, nutritious food. We seek funding for our pantry feeding program which encompasses: purchasing and gathering food donations; properly processing, storing and distributing food; and serving clients. Client services include conducting intakes, providing food and essential supplies, and recommending self-reliance resources. To keep pace with the increase in need we are seeking funds to support this program.

Amount requested

\$30,000

Anticipated # of Beneficiaries

4,016

A. Pre-Application

Completed by crosas@utahvalleyfamilysupport.org on 12/5/2024
5:00 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

A. Pre-Application

Please provide the following information.



EAGLE MOUNTAIN
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name

Utah Valley Family Support Center dba Family Haven

A.2. Address

1255 N 1200 W Orem, UT 84057

CONTACT PERSON INFORMATION

A.3. First Name

Camila

A.4. Last Name

Rosas

A.5. Address

1255 N 1200 W Orem, UT 84057

A.6. Email

crosas@family-haven.org

A.7. Phone Number

(801) 229-1181

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.

Clinical mental health services for North Utah County's low income households, specifically victims of abuse and domestic violence and families in crisis. Our agency focuses on client-focused therapy modalities and our specialties include play therapy, cognitive therapy, sand tray therapy, EMDR, and more. We provide weekly individual and family therapy as well as crisis services and other functional support services needed for families in crisis.

A.9. What will the approximate total cost of the project be?

Printed By: Taylor Draney on 3/26/2025

1 of 16

\$160,000.00

A.10 What is the CDBG amount requested ?

\$25,000.00

A.11 What is the project service area?

North Utah County (Lehi, Saratoga Springs, Eagle Mountain), within range of our new Lehi facility.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	0
Provo	0
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	50
Areas Outside of Utah County	0
Total	150

Pre-Application Assessment

Completed by tdraney@mountainland.org on 1/16/2025 3:27 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☒ I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Eagle Mountain CDBG.

Signature

Taylor Draney

Electronically signed by tdraney@mountainland.org on 1/16/2025 3:27 PM

B. Agency Information

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
3:32 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

H77GE4TN4YM4

B.2. Federal Tax or Employer Identification Number (EIN):

870410605

B.3. Legal Status of Applying Organization:

501c3

B.4. Project Type:

Public Service

FINANCE DIRECTOR

B.5. First Name

Camila

B.6. Last Name

Rosas

B.7. Mailing Address

1255 N 1200 W Orem, UT 84057

B.8. Email Address

crosas@family-haven.org

B.9. Phone Number

(801) 229-1181

C. Proposed Project

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
4:07 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

C. Proposed Project

Please provide the following information.

Legal Status:

501c3

PROJECT DESCRIPTION

C.1. Provide a brief description of the project and targeted clients/beneficiaries.

This is a 12 week clinical treatment and psychoeducation program for victims of child abuse and their parents or caregivers. The child will receive weekly individual therapy with a clinician at one of our facilities where, depending on their age and their treatment plan, they can receive play therapy, art therapy or sand tray therapy as needed and determined by the provider or clinical supervisor. The same provider will meet weekly with the victim's parents or caregivers to review parenting skills, establish tools for creating healthy family dynamics, and to discuss specific concerns about their child. Working with both parents and child simultaneously allows the clinician to guide the entire family unit through the transition and ensure better outcomes for the victim, their parents, and for the rest of the family, as well as to prevent future instances of abuse. The provider will use play therapy and other experiential techniques such as art and sand tray therapy provide the buffer that allows children to engage with their trauma without becoming re-traumatized by being forced to talk about it. Children, and even adults, who experience some type of trauma do so through their senses rather than through the cognitive parts of their brain. Using experiential methods helps the individual, regardless of their age, to confront the trauma, learn from the experience, and move forward with their lives. Parent child relationship methods including Filial Therapy and Relationship Enhancement (based upon Theraplay) help to improve the relationship between parents and children and give parents the skills needed to assist children throughout the growing up years with emotion regulation, cognitive distortions, and behavioral difficulties.

C.2. What is the approximate total project cost?

\$72,000.00

C.3. What is the requested grant amount?

\$2,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).

The project will be housed at the new Family Haven building in Lehi, which will serve North Utah County families in Eagle Mountain, Saratoga Springs and surrounding cities. We will also have these services available in our Orem facility, with easy access for Springville, Provo, Orem and surrounding cities.

PROJECT NEED

C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community,

and/or clients benefit if your project is funded?

Many social issues facing residents of our community stem from, or can be linked to, adverse childhood experiences (ACEs), or childhood trauma and abuse. These issues include lack of school readiness or engagement, substance use or drug addiction, and depression and suicide. However, children are resilient. When given opportunities to heal from trauma and tools to protect themselves from abuse happening in the first place, they begin to flourish and find ways to move forward with their lives. Family Haven has been providing clinical and family support services to Utah County families for decades, and this program is a more comprehensive clinical and educational approach to assisting victims and parents to prevent further behavioral, cognitive, emotional, and physical effects to themselves, the rest of the family, and future generations. This leads to a healthier, happier community and society overall. Many social issues facing residents of our community stem from, or can be linked to, adverse childhood experiences (ACEs), or childhood trauma and abuse. These issues include lack of school readiness or engagement, substance use or drug addiction, and depression and suicide. However, children are resilient. When given opportunities to heal from trauma and tools to protect themselves from abuse happening in the first place, they begin to flourish and find ways to move forward with their lives. Family Haven has been providing clinical and family support services to Utah County families for decades, and this program is a more comprehensive clinical and educational approach to assisting victims and parents to prevent further behavioral, cognitive, emotional, and physical effects to themselves, the rest of the family, and future generations. This leads to a healthier, happier community and society overall.

C.6. What supporting evidence and/or data do you have to substantiate this need?

Utah statistics also continue to indicate an alarming number of child abuse and neglect cases with 8,791 confirmed child victims of abuse or neglect last year. An estimated 20% of the state's total abuse victims (1,758), or approximately 5 children each day, reside in our agency's purported service area. The 2022 United Way Community Needs Assessment found, "The percentage of grade 6 students who reported seriously considering suicide has increased from 8.2 percent in 2017 to 12.6 percent in 2021; this is the group with the largest increase." Abuse continues to increase and the state of adolescent mental health is correspondingly getting poorer and poorer.

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	50
Provo	62
Lehi	20
Eagle Mountain	8
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	60
Areas Outside of Utah County	0
Total	200

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)

\$193.80

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	65	32.56%
51-80% AMI	64	31.94%
31-50% AMI	27	13.82%
0-30% AMI	44	21.68%
Total	200	

C.9. Describe how beneficiary figures were obtained or data sources used.

These figures were obtained by analyzing data collected through self-reporting of clients that were served at our agency in similar programs over the last eight months. Special attention was given to families who expressed interest in a more comprehensive program with additional supports and to those for whom transportation is a barrier to services.

PROJECT OBJECTIVES AND OUTCOMES

C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments:** Activities that benefit communities/families/individuals by addressing issues in their living environments.
- **Create Economic Opportunities:** Activities related to economic development, job creation, or commercial revitalization.
- **Provide Decent Affordable Housing:** Activities that increase supply of available, accessible, and affordable housing.

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility:** Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.
- **Affordability:** Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.
- **Sustainability:** Activities that provide, create, or retain longevity or sustainability.

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?

Individual and family treatment plans specifying measurable goals and the method(s) by which treatment objectives may be addressed will be developed for each client participating in the program. Progress is documented after each session, and goals are reviewed, at minimum, on a quarterly basis. Progress notes (DAP format--Data, Assessment, Plan) documenting services provided and results obtained will be kept in an individual file to be kept at the agency for at least five years. Also, clients' progress will be monitored through a behavior check list (linked to DSM-V diagnoses), or directly from the DSM-V manual, particularly as those behaviors and other symptoms related to the traumatic experience. As the criteria decrease, it is assumed that the client is working toward resolution of the difficulties created by the traumatic event.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients

Printed By: Taylor Draney on 3/26/2025

7 of 16

in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?

Yes

If so, please explain:

All funding for this program will contribute to establishing a higher standard of care for Utah County clients. However, this program design and success is reliant on the geographical location and accessibility of the services, which would be affected by the funding received from different entitlement areas. The program design and budget as presented would allow for maximum benefit to all Provo, Orem, Lehi, Eagle Mountain and Utah County communities.

D. Project Scope

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
4:00 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE

Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
Behavioral Health Network	\$12,000.00	\$0.00
DHHS	\$5,000.00	\$0.00
Unrestricted donations	\$5,000.00	\$0.00
CDBG- Eagle Mountain	\$0.00	\$2,000.00
CDBG- other requests	\$0.00	\$48,000.00
TOTAL	\$22,000.00	\$50,000.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Provider Wages	\$2,000.00	\$48,880.00	\$50,880.00
Administrative Support wages	\$0.00	\$7,000.00	\$7,000.00
Payroll costs	\$0.00	\$5,220.00	\$5,220.00
Software	\$0.00	\$2,400.00	\$2,400.00
Space Cost	\$0.00	\$3,500.00	\$3,500.00
Equipment & Supplies	\$0.00	\$3,000.00	\$3,000.00
TOTAL	\$2,000.00	\$70,000.00	\$72,000.00

D.3. Describe how project cost figures were obtained and the data source used.

The cost of this program was determined based on current and potential staff wages, as well as current resources available for redeployment to this project. This project was created as an enhancement of current programs and services provided at Family Haven so all costs are known to the organization and all compliance, supervisory and licensing requirements are already in place. Leveraging current staff and resources was instrumental in keeping the

program cost low and maximizing impact per dollar amount spent.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	09/16/2025	Identify program participants, establish eligibility and administer pre-tests. Train new providers and administrative support as needed.	
09/17/2025	12/10/2025	First cohort receiving services. Ongoing recruiting for future providers and outreach for future participants.	
01/07/2026	04/01/2026	Second cohort receiving services, evaluation of the first cohort's experience and follow up with participants with post-tests. Ongoing recruiting for future providers and outreach to future participants.	
04/08/2026	06/30/2026	Third cohort receiving services, evaluation of the first cohort's experience and follow up with participants with post-tests. Ongoing recruiting for future providers and outreach to future participants.	

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

Family Haven participates in health fairs and community resource events as well as connecting with other agencies in the area to secure referrals to our programs. We have a growing social media presence and will use all of those mediums to market this new program. We are planning outreach to local school community resource managers as

well as featuring this program offer in our lobby and to clients of our other family support programs.

E. Program Sustainability and Past Performance

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
4:01 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

As a nonprofit, the agency constantly seeks a variety of funding sources to assist as many as possible with limited resources. Unfortunately, because the number of families whose lives have been negatively affected by abuse, neglect, and trauma continues to rise, priority must be given to those with the most critical needs. While the agency works to creatively find funding and provide services to as many as possible, an unfortunate reality is that some requests must go unmet, or, at least for a time, be held on a waiting list until funding opportunities become available. During this waiting period, other agency services are offered to assist the individual and family in other appropriate ways.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

The project will be implemented if not fully funded, through the support from other sources. However, ease of access will be dependent on the award amount. While any award amount will be applied toward program cost, priority will be given to the funder's target demographic.

E.3. What is the minimum feasible grant award amount needed to complete this project?

\$2,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	\$19,670.00	individual and family therapy services
FY2021	\$20,000.00	individual and family therapy services.
FY2022	\$24,905.00	individual and family therapy services.
FY2023	\$23,000.00	individual and family therapy services.
FY2024	\$23,208.09	individual and family therapy services.
	\$110,783.09	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

Family Haven has received support from CDBG to ensure accessibility to our individual therapy services for victims of child abuse. Over time, we have noticed downward trends in our project accomplishments and we designed this

Printed By: Taylor Draney on 3/26/2025

12 of 16

program as a more efficient and effective plan to address the same issue, with a much higher impact per dollar than individual therapy with the child only, and with a 12 week structure, which gives the program clear evaluation standards and scalability options.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

Family Haven has long standing relationships with many grantors and payers that require cyclical reporting and reimbursement requests as well as compliance with 2 CFR 200. Our programs are implemented by licensed, experienced clinicians in full compliance with Utah law and they are administered by staff trained in the processes of each grant and contract as well as the reporting required by each funding source. The provider and administrative staff management collaborate in the creation and evaluation of all programs as well as the training of new staff.

F. Required Documentation

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
4:01 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

F. Required Documentation

Please provide the following information.

Legal Status:

501c3



Agency brochure

***No files uploaded*



Articles of incorporation (non-profits) ***Required**

UVFSC Articles of Incorporation.pdf



Bylaws (non-profits) ***Required**

2023 Bylaws of UVFSC.pdf



Engineer's cost estimate (construction/capital projects) ***Required**

NA.pdf



Federal tax exemption determination letter (non-profits) ***Required**

2024 IRS 501c3 Determination Letter.pdf



Financial statement and most recent audit ***Required**

2023 Family Haven Audited Financial Statements and Single Audit.pdf



Income, residency, and race surveys and methodology or data with source

***No files uploaded*

☒ Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.)

***Required**

2022.02.10 Board Meeting Minutes.pdf

☒ List of Board of Directors (non-profits) ***Required**

2024.09 Family Haven Board Roster.pdf

☐ Photographs, maps, or other documentation

***No files uploaded*

☒ Program policies and procedures (Required if changes/updates since last application) ***Required**

NA.pdf

☒ W-9 ***Required**

2025 W9 Family Haven.pdf

Submit

Completed by crosas@utahvalleyfamilysupport.org on 2/7/2025
4:09 PM

Case Id: 30494

Name: Family Haven - 2025

Address: 1255 N 1200 W, Orem, UT 84057

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☒ I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.

Signature

Camila Rosas

Electronically signed by crosas@utahvalleyfamilysupport.org on 2/7/2025 4:08 PM

Date

02/07/2025

A. Pre-Application

Completed by heathera@utahcounty.gov on 11/26/2024 4:20 PM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

A. Pre-Application

Please provide the following information.



EAGLE MOUNTAIN
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name

Friends of Utah County Children's Justice Center

A.2. Address

315 South 100 East Provo, UT 84606

CONTACT PERSON INFORMATION

A.3. First Name

Heather

A.4. Last Name

Allen

A.5. Address

315 south 100 east Provo, UT 84606

A.6. Email

HeatherA@utahcounty.gov

A.7. Phone Number

(801) 851-8554

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.

The project will provide evidence-based, age-appropriate, and trauma-informed mental health treatment to children and families in Eagle Mountain affected by the sexual or severe physical abuse of a child. By removing financial barriers, the project will ensure child victims and their families can access timely and essential therapeutic services.

A.9. What will the approximate total cost of the project be?

\$60,000.00

A.10 What is the CDBG amount requested ?

\$5,000.00

A.11 What is the project service area?

This project will serve child victims residing in Eagle Mountain. The victimization may include child victims of sexual abuse, severe physical abuse, child sex abuse material, trafficking, stalking, domestic violence, and other violent crimes against children. Our programs also serve family members who have been traumatized as secondary victims. Child victims (0 to 18 years of age) and their families are referred to the Children's Justice Center by local law enforcement agencies, the Division of Child and Family Services, medical providers, victim advocates, probation and parole agencies, community therapists, clergy, and other community professionals.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	150
Provo	150
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	350
Areas Outside of Utah County	50
Total	800

Pre-Application Assessment

Completed by tdraney@mountainland.org on 1/16/2025 3:22 PM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☒ I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Eagle Mountain CDBG.

Signature

Taylor Draney

Electronically signed by tdraney@mountainland.org on 1/16/2025 3:22 PM

B. Agency Information

Completed by heathera@utahcounty.gov on 1/30/2025 8:52 AM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

GPR4F9VBWMC7

B.2. Federal Tax or Employer Identification Number (EIN):

87-0491594

B.3. Legal Status of Applying Organization:

501c3

B.4. Project Type:

Public Service

FINANCE DIRECTOR

B.5. First Name

Susan

B.6. Last Name

Chasson

B.7. Mailing Address

315 S. 100 E. Provo, UT 84606--1834

B.8. Email Address

susanch@utahcounty.gov

B.9. Phone Number

(801) 851-8554

C. Proposed Project

Completed by heathera@utahcounty.gov on 1/30/2025 1:21 PM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

C. Proposed Project

Please provide the following information.

Legal Status:

501c3

PROJECT DESCRIPTION

C.1. Provide a brief description of the project and targeted clients/beneficiaries.

The requested funding is to facilitate timely access to evidence-based, age-appropriate, trauma-specific mental health treatment for child abuse victims and their families residing in Eagle Mountain. These children and families have experienced severe sexual or physical abuse and lack the financial means to access the crucial therapy they urgently need. The Children's Justice Center works within a multidisciplinary team which includes child protective services, law enforcement, county attorneys, and victim advocates. Members of the multidisciplinary team ensure that the child victims they assist are referred to the therapy services provided by the CJC.

C.2. What is the approximate total project cost?

\$60,000.00

C.3. What is the requested grant amount?

\$5,000.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).

The requested funding is to facilitate access to evidence-based, age-appropriate, trauma specific mental health treatment for child victims of abuse and their family members who reside in Eagle Mountain. The children and families served have experienced the trauma of sexual or severe physical abuse and do not otherwise have the means to access the mental health treatment they urgently need.

PROJECT NEED

C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?

Research indicates that when a child undergoes an Adverse Childhood Experience (ACE), such as severe physical or sexual abuse, they are at a heightened risk of developing long-term complications. According to the ACE study, untreated childhood abuse can lead to various long-term risks, including substance abuse, health issues, academic struggles, suicide, mental illness, criminal behavior, vocational instability, marital problems, promiscuity, unintended pregnancies, and an elevated likelihood of perpetuating abuse in future generations. The untreated trauma experienced during childhood imposes significant costs on our communities, estimated to be in the billions, as we grapple with the physical health, mental health, and criminal justice burdens it imposes on society. The enduring effects of childhood trauma profoundly impact our communities, making it imperative for victims to receive timely and specialized treatment to mitigate potential long-term repercussions. This approach is not only in the best interest

of the individual child and their family but also serves the greater good of the community. Source: National Center for Injury Prevention and Control, Division of Violence Prevention

C.6. What supporting evidence and/or data do you have to substantiate this need?

In cases of child sexual abuse, the physical harm inflicted upon the child may appear minimal at first glance, yet the ensuing psychological toll can be profound if adequate support and understanding are not provided. The CDC-Kaiser Permanente Adverse Childhood Experience (ACE) study, among the most extensive investigations into the long-term repercussions of childhood abuse, underscores how exposure to ACEs detrimentally affects both short-term and enduring mental and physical health. Timely intervention, through trauma-informed therapeutic treatments tailored to the unique needs of the child and their family, holds the key to mitigating the symptoms of PTSD, depression, anxiety, and other behavioral issues. By addressing these challenges early on, the long-term health and behavioral risks associated with childhood abuse can be significantly reduced. The CDC emphasizes the wealth of evidence underscoring the critical importance of intervening in cases of abuse and neglect, both for survivors and those at risk of perpetrating harm. It is imperative that we do not wait until childhood victims reach adulthood to address the ramifications of their trauma. Instead, we must take proactive steps to prevent harm by providing immediate support and intervention. Source: National Center for Injury Prevention and Control, Division of Violence Prevention

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	150
Provo	150
Lehi	50
Eagle Mountain	50
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	350
Areas Outside of Utah County	50
Total	800

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)

\$75.00

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	0	0.00%
51-80% AMI	12	25.00%
31-50% AMI	22	45.00%
0-30% AMI	16	30.00%
Total	50	

C.9. Describe how beneficiary figures were obtained or data sources used.

Child abuse victims are presumed eligible LMI. Income verification forms are collected at the time of assessment.

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6 of 15

PROJECT OBJECTIVES AND OUTCOMES

C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments:** Activities that benefit communities/families/individuals by addressing issues in their living environments.
- **Create Economic Opportunities:** Activities related to economic development, job creation, or commercial revitalization.
- **Provide Decent Affordable Housing:** Activities that increase supply of available, accessible, and affordable housing.

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

- **Availability/Accessibility:** Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.
- **Affordability:** Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.
- **Sustainability:** Activities that provide, create, or retain longevity or sustainability.

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?

The funding will be allocated to facilitate access to essential mental health treatment for child victims and families who lack alternative means of accessing appropriate therapy for the psychological trauma they have endured. Evidence-based, age-appropriate therapy will be provided to nearly 60 child victims and secondary victims through trauma-trained community therapists. As new child victims reach out to the Children's Justice Center for assistance with trauma therapy services, we will assess their families and make suitable treatment referrals. For families lacking other resources, we will require them to complete the CDBG Income Verification Statements and connect them with trauma-trained therapists in the community who have agreed to offer services at a 50% reduced rate. Therapists will then submit quarterly bills for services rendered. The success of the program will be measured by the number of victims served and the total therapy hours provided to those victims.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?

No

D. Project Scope

Completed by heathera@utahcounty.gov on 1/30/2025 9:17 AM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE

Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
Eagle Mountain CDBG	\$0.00	\$5,000.00
Other HUD (Lehi)	\$0.00	\$5,000.00
Joint CDBG	\$0.00	\$48,000.00
Watkins Foundation	\$0.00	\$2,000.00
TOTAL	\$0.00	\$60,000.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Payment of direct therapy services for child abuse victims.	\$58,000.00	\$0.00	\$58,000.00
Therapy services donated at 50% of cost (\$60,000)	\$0.00	\$0.00	\$0.00
CJC Admin & support staff (\$1000 in-kind)	\$0.00	\$0.00	\$0.00
CJC Facility and specialized treatment (\$1,000)	\$0.00	\$0.00	\$0.00
Other private donations for this project.	\$0.00	\$2,000.00	\$2,000.00
TOTAL	\$58,000.00	\$2,000.00	\$60,000.00

D.3. Describe how project cost figures were obtained and the data source used.

Project cost figures are obtained from the therapy expenditures of previous years. The Friends of the Utah County CJC maintains accounting records detailing funds allocated towards therapeutic services for child victims and their families.

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8 of 15

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	06/30/2026	Treatment Assessments	Complete/Comply with CDBG requirements and child/family assessed for treatment needs.
07/01/2025	06/30/2026	Treatment Referrals	Treatment referrals for timely therapy as needed per individual victim.
07/01/2025	06/30/2026	Families Request Help	Families request grant funds for therapy and individuals approved.
07/01/2025	06/30/2026	Pay Billings	Will receive and pay billing requests from therapist and process payment.
07/01/2025	06/30/2026	Reports/Reimbursements	Will prepare and submit quarterly reports/requests for reimbursement.

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

The Children's Justice Center works within a multidisciplinary team which includes child protective services, law enforcement, county attorneys, and victim advocates. Members of the multidisciplinary team ensure that the victims they assist are referred to the therapy services provided by the CJC. The multidisciplinary team receives training, including new hire orientation and ongoing agency updates, on the therapeutic services available through our center.

E. Program Sustainability and Past Performance

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

Completed by heathera@utahcounty.gov on 1/30/2025 12:56 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

The Children's Justice Center continuously seeks opportunities to diversify funding by consistently applying for grants and soliciting donations. Although we actively seek new sources for financial support, the CJC also needs the ongoing backing from CDBG to ensure the provision of therapy services to the child victims and their families who need assistance from the CJC. We have been fortunate to receive additional support from other private foundations, such as the In-N-Out Foundation and Watkins Foundation, in recent years. Moving forward, we are committed to continuing our efforts to identify and secure additional funding sources. Our goal is to ensure that every child has immediate access to specialized trauma treatment, putting them on the best path to begin their journey toward healing.

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

If granted at \$5,000 (with a \$2,500 private match), this funding would enable 50 child victims of abuse in Eagle Mountain to receive over 142 hours of critically needed, age-appropriate specialized treatment to aid in their healing from the trauma they have endured. The requested funding would be dedicated solely to covering therapy costs for individuals in need. If not fully funded, the Friends of the Utah County CJC would actively pursue additional funding sources to sustain the therapy program for victims and families in need. However, securing this funding is of the utmost urgency to ensure that each individual child abuse victim and their family can access the essential therapy required to address the trauma of child abuse. We are not seeking funding for a program; rather, we are advocating for funding to support low-income children and families who are unable to access necessary therapy without external assistance. As the requested funding will be solely allocated to directly cover therapy costs for individuals in need, we will strive to serve as many as possible with the resources available to us. It's crucial to acknowledge that a reduction in funding directly translates to fewer children and families receiving essential therapy.

E.3. What is the minimum feasible grant award amount needed to complete this project?

\$5,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	\$64,997.00	\$59,997 Utah County and Provo Joint CDBG \$5,000 Lehi CDBG Funding to provide evidence based, age-appropriate trauma specific mental

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10 of 15

		health treatment access for child abuse victims and families.
FY2021	\$55,000.00	\$50,000 Utah County Joint CDBG \$5,000 Lehi CDBG Funding to provide evidence based, age-appropriate trauma specific mental health treatment access for child abuse victims and families.
FY2022	\$49,295.00	\$44,295 Utah County Joint CDBG \$5,000 Lehi CDBG Funding to provide evidence based, age-appropriate trauma specific mental health treatment access for child abuse victims and families.
FY2023	\$62,000.00	\$57,000 Utah County Joint CDBG \$5,000 Lehi CDBG Funding to provide evidence based, age-appropriate trauma specific mental health treatment access for child abuse victims and families.
FY2024	\$57,272.00	\$52,272 Utah County Joint CDBG \$5,000 Lehi CDBG Funding to provide evidence based, age-appropriate trauma specific mental health treatment access for child abuse victims and families.
	\$288,564.00	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

FY 2020 Utah County and Provo Joint CDBG awarded \$59,997, 238 victims provided with 930 therapy services. Lehi CDBG awarded \$5,000, 34 victims provided with over 142 therapy services. FY2021 Utah County Joint CDBG awarded \$50,000, 373 victims served with 1,285 therapy services. Lehi CDBG awarded \$5,000, 64 victims provided with over 142 therapy services. FY2022 Utah County Joint CDBG awarded \$44,295, 318 victims served with 1,265 therapy services. Lehi CDBG awarded \$5,000, 25 victims provided with over 142 therapy services. FY2023 Utah County Joint CDBG awarded \$57,000 and spent down \$41,054.48, 442 victims served with 557 therapy services. Lehi CDBG awarded \$5,000, 33 victims served with 57 therapy services. FY2024 Utah County Joint CDBG awarded \$52,272, the 262 victims served will be provided 1,493 hours of therapy services. Lehi CDBG awarded \$5,000, 12 victims served will be provided 142 hours of therapy services. The Utah County CJC has demonstrated a consistent history of submitting reports on time with proper documentation and data.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

The proposed mental health project is dedicated to improving availability and accessibility of appropriate mental health treatment for child victims, aiding in their recovery from trauma. Specially trained and experienced mental health providers are invited to contribute to the project by donating at least 50% of the fees typically charged for this specialized therapy. The Children's Justice Center (CJC) has established partnerships with community mental health professionals, enabling the delivery of these essential services to our clients. Throughout the investigative process, the Utah County CJC staff will offer crisis intervention and emotional support to child victims and their affected family

members. The project will assess the need for therapeutic intervention, and treatment referrals will be made for individual and/or group therapy tailored to the specific needs and age of the child. In cases where families encounter financial barriers hindering their access to necessary therapy for their child, the funding provided by this project will address this gap.

F. Required Documentation

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:51 PM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

F. Required Documentation

Please provide the following information.

Legal Status:

501c3



Agency brochure

CJCBrochure.pdf



Articles of incorporation (non-profits) *Required

Articles of Incorporation.pdf



Bylaws (non-profits) *Required

By-Laws.pdf



Engineer's cost estimate (construction/capital projects) *Required

Not a capital project.pdf



Federal tax exemption determination letter (non-profits) *Required

State and Federal Tax Exemption Determination Letter.pdf



Financial statement and most recent audit *Required

Balance Sheet.pdf

Friends of Utah County Children's Justice Center Audit.pdf



Income, residency, and race surveys and methodology or data with source

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***No files uploaded*



Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.)

***Required**

Letter of support for CDBG 2025.pdf



List of Board of Directors (non-profits) *Required

Board Members.pdf



Photographs, maps, or other documentation

***No files uploaded*



Program policies and procedures (Required if changes/updates since last application) *Required

NO Update to P&P.pdf



W-9 *Required

W-9 2025.pdf

W-9 Jill Smart.pdf

Submit

Completed by rebeccam@utahcounty.gov on 1/31/2025 4:51 PM

Case Id: 30450

Name: Friends of Utah County Children's Justice Center

Address: 315 South 100 East, Provo, UT 84606

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☒ I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.

Signature

Rebecca Martell

Electronically signed by rebeccam@utahcounty.gov on 1/31/2025 4:51 PM

Date

01/31/2025

A. Pre-Application

Completed by wendy@tabithasway.org on 12/1/2024 8:40 PM

Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

A. Pre-Application

Please provide the following information.



EAGLE MOUNTAIN
CDBG PUBLIC
SERVICES

MAG
586 E 800 N
Orem, UT 84097
cdbg@magutah.gov

AGENCY INFORMATION

A.1. Agency Name

Tabitha's Way Local Food Pantry

A.2. Address

45 E 100 N P.O. Box 254 Spanish Fork, UT 84660

CONTACT PERSON INFORMATION

A.3. First Name

Josh

A.4. Last Name

Osborne

A.5. Address

3570 W Grassland Drive Lehi, UT 84043

A.6. Email

josh@tabithasway.org

A.7. Phone Number

(801) 856-7377

PRE-APPLICATION QUESTIONS

A.8. Please provide a brief description of the project.

Tabitha's Way operates two full-time pantries, a satellite and mobile location in Utah County. These pantries all offer a Pantry Feeding Program service that provides food assistance to individuals facing food insecurity. Our food pantries are a critical element to fighting food insecurity in our communities by providing access to free, nutritious food. We seek funding for our pantry feeding program which encompasses: purchasing and gathering food donations; properly processing, storing and distributing food; and serving clients. Client services include conducting intakes, providing food and essential supplies, and recommending self-reliance resources. To keep pace with the increase in need we are

seeking funds to support this program.

A.9. What will the approximate total cost of the project be?

\$1,722,622.88

A.10 What is the CDBG amount requested ?

\$30,000.00

A.11 What is the project service area?

Tabitha's Way service area is primarily Utah County, with our pantries located throughout the county. The Pleasant Grove Pantry's service area encompasses American fork, Highland, Alpine, Cedar Hills, Pleasant Grove, Lindon, Vineyard, and Orem. The Spanish Fork Pantry's service area includes Provo, Springville, Spanish Fork, Mapleton, Palmyra, Lake Shore, Benjamin, Leland, Salem. The satellite location in Saratoga Springs covers Lehi, Eagle Mountain, Saratoga Springs, Silver Lake and Cedar Fort. The soon-to-be pantry (currently a mobile pantry) in Payson will then cover Payson, West Mountain, Spring Lake, Genola, Santaquin, Goshen and Woodland Hills.

A.12. Approximately how many clients will be served from the following communities with this project?

Location of CDBG Recipients	Number of CDBG Recipients
Orem	4003
Provo	2322
Lehi	1583
Eagle Mountain	4016
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	11467
Areas Outside of Utah County	308
Total	23,699

Pre-Application Assessment

Completed by tdraney@mountainland.org on 1/16/2025 3:26 PM

Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Pre-Application Assessment

If the applicant is not eligible, do not click "Complete & Submit". Please change status to "Application Denied" and add a note to Audit Log as to why the application is deemed Denied.

☒ I certify that based on the Pre-Application, the applicant meets preliminary eligibility requirements for the Eagle Mountain CDBG.

Signature

Taylor Draney

Electronically signed by tdraney@mountainland.org on 1/16/2025 3:25 PM

B. Agency Information

Completed by wendy@tabithasway.org on 2/3/2025 11:32 AM

Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

N26WSL3R4L25

B.2. Federal Tax or Employer Identification Number (EIN):

27-3402820

B.3. Legal Status of Applying Organization:

501c3

B.4. Project Type:

Public Service

FINANCE DIRECTOR

B.5. First Name

Wendy

B.6. Last Name

Osborne

B.7. Mailing Address

45 E 100 N P.O. Box 254 Spanish Fork, UT 84660

B.8. Email Address

Wendy@tabithasway.org

B.9. Phone Number

(180) 183-0395

C. Proposed Project

Completed by wendy@tabithasway.org on 2/4/2025 11:19 PM

Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

C. Proposed Project

Please provide the following information.

Legal Status:

501c3

PROJECT DESCRIPTION

C.1. Provide a brief description of the project and targeted clients/beneficiaries.

The purpose of this grant request is to seek funding for our Pantry Feeding Program (PFP) which provides a solution to the growing epidemic of food insecurity in Utah County. The PFP includes providing temporary food assistance to families facing food insecurity. To ensure greater resiliency among our clients, we evaluate their needs by performing individual assessments and recommend resources to help prevent future food insecurity. Additionally, we seek to combat the adverse health effects of food insecurity by providing nutritious foods. Under the PFP, Grocery Rescue (GR) plays an essential role and represents 61% of all the food donations we received in 2024. Grocery Rescue encompasses regularly gathering food from 31 different sources, such as grocery stores, restaurants, and other food producers. A benefit to using this approach is that it significantly decreases the cost of providing a meal. Due to efficient food rescue efforts, we are able to provide a meal for ~\$0.20. When necessary, we purchase dairy, meat, and produce. Our method for food disbursement consists of providing food via client choice similar to a typical grocery store experience. Facilitating all this requires proper transport, storage, documentation, and management of food. With the current economy and growth in our county, we anticipate serving a minimum of 17,600 individuals in Eagle Mountain and 220,000 individuals across all three of our pantries in 2025.

C.2. What is the approximate total project cost?

\$161,740.00

C.3. What is the requested grant amount?

\$16,174.00

C.4. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior center serving residents from Springville and Spanish Fork).

The Tabitha's Way Pantry Feeding Program provides temporary food assistance to residents from numerous cities throughout Utah County. For this application specifically, we are seeking funding to support our satellite location in Saratoga Springs. This pantry primarily serves individuals from Northern Utah County which includes many families from Eagle Mountain. Tabitha's Way also currently operates two full sized pantries in Spanish Fork and Pleasant Grove and another satellite location near Payson is in progress. These locations were chosen to address food deserts throughout Utah County and all residents within this service area are welcome to receive assistance at these pantries. Note: Our corporate office is located in Spanish Fork and thus listed as our primary mailing address for this application although funds are being requested solely for our Saratoga Springs pantry.

PROJECT NEED

Printed By: Taylor Draney on 3/26/2025

5 of 16

C.5. Describe the need for your project. What problem(s) will this address? How will residents, the community, and/or clients benefit if your project is funded?

Food insecurity is a persistent and critical issue in Utah County, impacting thousands of individuals and families. Tabitha's Way Local Food Pantries provide a vital solution by ensuring equitable access to nutritious food, helping to alleviate the immediate and long-term effects of hunger. Although food insecurity is often temporary, its root causes—such as economic instability, unemployment, and rising living costs—mean the need for robust food pantries will continue to exist. This project addresses multiple interconnected problems. Eliminating food insecurity enables families to lead healthier lives by reducing the risk of chronic illnesses like diabetes and malnutrition. It also has a profound impact on mental health, contributing to lower rates of anxiety, depression, and suicide, especially among adolescents. Children are particularly vulnerable to the effects of food insecurity, which can hinder brain development, emotional stability, and physical growth. Ensuring children have access to well-balanced meals promotes cognitive development, better performance in school, and higher retention rates, setting the foundation for lifelong success. Food security also directly impacts economic prosperity in adults by improving workforce productivity, reducing healthcare costs, and fostering financial stability. When individuals have consistent access to nutritious food, they are healthier, more focused, and better equipped to work, leading to higher job performance and earnings. Additionally, food-secure households are less likely to experience financial strain from medical expenses related to diet-related illnesses, allowing for greater economic mobility and long-term stability. If funded, this project will benefit residents and the broader community by fostering healthier, more resilient individuals and families. Families who no longer have to worry about their next meal can focus on employment, education, and other opportunities to improve their quality of life. Moreover, healthier children with greater academic success contribute to a stronger community and future workforce. Addressing food insecurity benefits not only the individuals served but also strengthens the overall well-being and productivity of the community. By funding Tabitha's Way, this project will continue to provide essential nutrition to the most vulnerable populations, ensuring that families in need have the resources required to live healthy, stable, and productive lives.

C.6. What supporting evidence and/or data do you have to substantiate this need?

Food insecurity remains a significant concern in Utah County, with 9% of households experiencing food insecurity, mirroring the state average, and 8.1% of children under 18 being directly affected (Utah State University Extension). The rising demand for food assistance further underscores the growing need in our community. Since 2023, Tabitha's Way has observed a 58.4% increase in individuals seeking food assistance within the same geographic area. This increase is likely linked to a 17.2% higher cost of living in Utah County compared to the national average and a nearly 6% population increase between 2020 and 2022 (BestPlaces.net; USAFacts.org). Additionally, Utah's home price index saw a 3.4% increase from 2023 to 2024, contributing to higher housing costs in the region. Stated another way, although Utah County families earn more income, basic living expenses have outpaced any income increases. Addressing food insecurity has clear benefits. Research demonstrates that increasing food security leads to reduced rates of obesity, diabetes, and malnutrition, as well as lower rates of depression and suicide among adolescents (Colorado Blueprint to End Hunger; NIMHD). Additionally, ensuring children have access to nutritious meals fosters cognitive development, academic success, and long-term community productivity (No Kid Hungry). These data points highlight the critical need for continued support of food assistance programs like Tabitha's Way. Addressing food insecurity can promote healthier lives, support academic and economic success, and build a stronger, more resilient community.

PROJECT BENEFICIARIES

C.7. ELIGIBLE BENEFICIARIES MUST LIVE IN THE AREA(S) LISTED BELOW. Approximately how many clients will be served from the following communities with this project?

Organization/Nonprofits

Location of CDBG Recipients	Number of CDBG Recipients
Orem	0
Provo	0
Lehi	0
Eagle Mountain	17600
Utah County (excluding Orem Provo Lehi and Eagle Mountain)	0
Areas Outside of Utah County	0
Total	17,600

Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)
\$0.92

C.8. LOW-MODERATE INCOME BREAKDOWN: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. The percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the total number of persons served and multiplying by 100.

AMI	Number to be Served	Percentage
81%+ AMI	176	1.00%
51-80% AMI	704	4.00%
31-50% AMI	1408	8.00%
0-30% AMI	15312	87.00%
Total	17,600	

C.9. Describe how beneficiary figures were obtained or data sources used.

Our food pantries utilize a software program called Food Bank Manager which captures client data in real time. The program is extremely dynamic and allows us to track each time a client visits our pantry, food donations based on source and type, and volunteer data. All of the figures gathered can be filtered by specific data points which allows us to track, analyze and report statistical information accurately. Using the estimated number of clients we anticipate serving this year along with historical data collected on LMI breakdowns, we can project the percentage of clients served in each AMI category. Tabitha's Way allows for the stated income of our clients as State and Federal law prohibits us from requiring income verification for our services. We use data from client statements to provide LMI and AMI estimates.

PROJECT OBJECTIVES AND OUTCOMES

C.10. Please select the performance objective from the drop down menu:

- **Create Suitable Living Environments:** Activities that benefit communities/families/individuals by addressing issues in their living environments.
- **Create Economic Opportunities:** Activities related to economic development, job creation, or commercial revitalization.
- **Provide Decent Affordable Housing:** Activities that increase supply of available, accessible, and affordable housing.

Create Suitable Living Environments

C.11. Please select the project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity from the drop down menu:

Printed By: Taylor Draney on 3/26/2025

7 of 16

- **Availability/Accessibility:** Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.
- **Affordability:** Activities that improve, create, or provide decent, safe, and sanitary housing to limited/low-mod clientele.
- **Sustainability:** Activities that provide, create, or retain longevity or sustainability.

Availability/Accessibility: Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers

C.12. Describe your project outcomes and how you will measure them?

The primary goal of Tabitha's Way Local Food Pantry is to reduce hunger and food insecurity in our communities by providing close access to temporary food assistance. By ensuring access to nutritious food, we anticipate improved health outcomes, enhanced social behaviors, increased economic productivity, and greater opportunities for achievement for the individuals and families we serve. Project Outcomes: 1. Improved Health and Well-Being: Providing healthy, nutrient-dense foods to children, seniors, and families will contribute to reduced rates of chronic illnesses such as diabetes and malnutrition, and promote mental well-being by lowering rates of depression and suicide. 2. Enhanced Development and Achievement: Access to nutritious meals for children supports brain development, cognitive growth, and academic success, increasing their likelihood of staying in school and achieving long-term goals. 3. Community Impact: By alleviating food insecurity, families can focus on improving their financial stability, fostering a healthier and more resilient community overall. Measurement of Outcomes: Our outcomes will be measured through a combination of quantitative and qualitative metrics: 1. Number of Individuals Served: We track how many individuals and households receive assistance through our pantry. During the grant period, we anticipate serving approximately 17,600 individuals from Eagle Mountain alone. 2. Number of Meals Provided: We measure the total meals distributed, with a projected 9.9 million meals served during the grant period. 3. Nutritional Value of Food Provided: We monitor the types of food distributed, ensuring that nutrient-dense items such as dairy, meats, and fresh produce are available to meet the needs of vulnerable populations like children and seniors. 4. Resources Recommended: We track the number of first-time clients receiving referrals to additional resources, expecting to recommend resources to approximately 565 individuals from Eagle Mountain. 5. Pounds of Food Distributed: We evaluate the total pounds of shelf-stable and fresh foods made available, including specific monitoring of fresh produce, dairy, and proteins. Data Collection Tools: To ensure accurate tracking, we use FoodBank Manager, a software system that provides real-time data on client demographics, food donations, sources, and volunteer hours. This tool helps us analyze trends, anticipate daily and seasonal needs, and assess the effectiveness of our services. By regularly evaluating these metrics on both a quarterly and annual basis, we can ensure that the funding directly addresses food insecurity and promotes health and stability in the lives of those we serve. These measurable outcomes allow us to remain responsive to the needs of our clients while demonstrating the impact of the project to our funders and community stakeholders.

C.13. Does receiving funding from one CDBG entitlement (example: Provo) allow you to provide a benefit to clients in some or all entitlement communities (Provo, Orem, Lehi, Eagle Mountain and Utah County)?

No

D. Project Scope

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Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

D. Project Scope

Please provide the following information.

PROJECT BUDGET & TIMELINE

Please Note: The total in table D.1 should match the total in table D.2

D.1. Budget - Indicate your estimated project budget and funding sources. Please include this CDBG request in your budget and provide specific details about other funding sources, including the name of the agency or program (sources may include: other HUD, non-HUD federal, state, local, private, other) Total project cost should equal the sum of all listed sources of funds:

Funding Source	Committed	Non-Committed
CDBG Request	\$0.00	\$16,174.00
Other HUD Source	\$0.00	\$0.00
Other State/Local Sources	\$7,560.00	\$0.00
Individual/Private Donors	\$6,602.62	\$36,500.00
Foundation and Corporate Grants/Donations	\$4,757.00	\$72,906.00
TOTAL	\$18,919.62	\$125,580.00

D.2 Please enter a specific and detailed line-item budget for this proposed project.

Item Description	CDBG Funds	Other Funds	Total
Pantry Labor	\$9,704.00	\$70,296.00	\$80,000.00
Rent/Utilities	\$6,470.00	\$58,030.00	\$64,500.00
TOTAL	\$16,174.00	\$128,326.00	\$144,500.00

D.3. Describe how project cost figures were obtained and the data source used.

The program budget is established based on actual program income and expenses from the year prior. Likewise, the estimated number of clients we anticipate serving along with their associated demographic is based on data obtained during the prior year's activity. Our food pantries utilize a software program called Food Bank Manager which captures client data in real time. The program is extremely dynamic and allows us to track each time a client visits our pantry, food donations based on source and type, and volunteer data. All of the figures gathered can be filtered by specific data points which allows us to track, analyze and report statistical information accurately.

D.4. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2025	06/30/2026	Collecting/Gathering	Metrics:

Printed By: Taylor Draney on 3/26/2025

9 of 16

		Food - Grocery Rescue, Food Drives, Purchasing Foods Tracked daily and analyzed and reported quarterly	1. Total pounds of food collected 2. Pounds of nutritious foods collected by type (Dairy, Meats, Produce)
07/01/2025	06/30/2026	Organize, Store & Distribute Food Properly	Metrics: 1. Number of meals provided 2. Number of client shoppers served
07/01/2025	06/30/2026	Serve Clients	Metrics: 1. Number of individuals served 2. Number of children served
07/01/2025	06/30/2026	Offer Resources	Metrics: 1. Number of individuals/household receiving resources i.e. flyers, social media posts, etc.

D.5 Outreach: Please describe outreach and marketing efforts for the proposed service/activity/project. Please include any outreach efforts to the marginalized communities CDBG funds strive to assist.

Tabitha's Way Local Food Pantries actively collaborates with nonprofit organizations, government agencies, school districts, and other entities that serve similar populations in our community. Through these partnerships, we share resources, provide information, and make client referrals to ensure individuals and families receive the comprehensive support they need. Additionally, we leverage both digital and print media to amplify our mission, raising awareness and expanding our reach to connect with those in need more effectively. These efforts enable us to foster a strong support network and address food insecurity on multiple levels within our community.

E. Program Sustainability and Past Performance

Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Completed by wendy@tabithasway.org on 2/4/2025 11:25 PM

E. Program Sustainability and Past Performance

Please provide the following information.

PROGRAM SUSTAINABILITY

E.1. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years. Enter N/A for one-time projects.

Tabitha's Way Local Food Pantry has built a solid foundation of financial sustainability through fundraising, diversified income streams, and strategic financial planning. In 2025, we project that 77% of our program expenses will be covered by fundraising and earned income. Our earned income comes from two key strategies. First, we own commercial properties with space available for subleasing, generating reliable monthly rental income. Second, we partner with a private fundraising company that manages 170 clothing recycling bins throughout Utah County. Tabitha's Way is the sole beneficiary of the funds generated by this program, which has provided consistent revenue for over nine years. The remaining 23% of our expenses are funded by grants from various sources such as corporations, government agencies, and foundations. This funding model has been stable, with consistent percentages over the past five years. Our dedicated grant-writing program enhances our ability to secure funding to meet program needs and expand services as necessary. These diversified funding sources, combined with prudent financial planning, ensure that Tabitha's Way can continue providing uninterrupted services to the community. By leveraging these funding strategies, we can maximize the impact of any funds received from the CDBG grant to enhance our pantry feeding program's effectiveness. We are committed to maintaining strong relationships with donors and partners while seeking new funding opportuni

E.2. In the event that your request is not fully funded, please prioritize your needs including amounts and address if the project will go forward if funds are not awarded.

If this request is not fully funded, Tabitha's Way will prioritize its needs as follows: 1. Personnel Costs (60%): With demand for food assistance increasing by at least 20% annually over the past four years, maintaining trained and experienced staff is our top priority. Staff are pivotal to ensuring smooth operations, particularly as we serve an ever-growing number of individuals. 2. Rent and Utilities (40%): Operating this pantry location year-round requires consistent funding for rent and utilities. Covering these costs ensures our facilities can remain open and continue providing essential services to our clients. While the project will move forward due to other funding sources and sustainability strategies, a lack of sufficient funding will impact our capacity to serve all those in need. Without full funding, we may face challenges in fully staffing our pantries, meeting rent and utility obligations, and maintaining an adequate supply of balanced, nutritious food for our clients. These limitations could reduce our ability to meet the growing demand and provide the level of service our community relies on.

E.3. What is the minimum feasible grant award amount needed to complete this project?

\$10,000.00

PAST AWARDS AND PERFORMANCE

E.4. Please list prior funding in the table below. For the "Project" column, please describe all CDBG-funded projects

Printed By: Taylor Draney on 3/26/2025

11 of 16

for that year. Enter "N/A" if you did not receive funding that year.

Funding Year	Award Amount	Project
FY2020	\$7,326.00	COVID Relief Funds Labor & Supplies
FY2021	\$19,763.13	COVID Relief Funds Parking Lot Improvements
FY2022	\$67,035.00	Regional CDBG Public Service Pantry Feeding Program Funds (Labor, Rent, Materials)
FY2023	\$569,365.00	Regional CDBG Public Service New building Funds and Pantry Feeding Program Funds (Labor, Rent, Materials)
FY2024	\$67,035.00	Regional CDBG Public Service Pantry Feeding Program Funds (Labor, Rent, Materials)
	\$730,524.13	

E.5. If your organization has received a past CDBG award please assess your project accomplishments and your grant management performance.

Tabitha's Way has been fortunate and grateful to have received aid via CDBG funds over the past several years. Various projects and day to day operations have been made possible with these funds. During 2020/2021, the awarded CDBG grant funds were specific to pandemic relief efforts. These funds helped us pay for personal protective equipment (PPE) and supplies, other additional equipment, food, and a portion of our labor cost. In order to meet regulatory requirements set by the health department and other agencies, we needed to purchase equipment that would make it possible to change our processes. Investments were made in the purchase of computers, tablets, and networking equipment. Having these measures in place minimized close contact during the pandemic. In 2022, funds were awarded to help offset labor/rent expenses. As we served a record number of families last year, CDBG funds allowed us to have sufficient staff available. This and the previous years' grant funds made it possible to keep our doors open. In 2023, CDBG funds helped support a new pantry location, allowing Tabitha's Way to expand capacity and operations. This project is still underway but CDBG aid will play a significant role in Tabitha's Way efforts to keep pace the need and demand for food assistance. Last year, funds were also given to support labor and rent expenses. While some of the grants are still in process, all of the reporting requirements and grant objectives have been met for

the completed projects.

E.6. Describe your organizational capabilities. How experienced are your staff with managing federal grants? Do you have financial systems and controls in place to comply with federal financial management requirements at 2 CFR 200? How are people and resources brought together to accomplish the project?

Tabitha's Way Local Food Pantries has extensive experience managing state and federal grant funds, with over eight years of success administering grants such as CDBG, TEAP, EFA, and, most recently, an award from the Governor's Office of Economic Development. Our organization has robust financial systems and controls in place to ensure full compliance with federal financial management requirements outlined in 2 CFR 200. This is achieved through the expertise of our dedicated financial team, who meticulously manage budgets, reporting, and audits to uphold transparency and accountability. By combining the skills of our experienced staff with well-established operational processes, we effectively align people and resources to accomplish our mission-driven projects, ensuring maximum impact in serving our community.

F. Required Documentation

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Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

F. Required Documentation

Please provide the following information.

Legal Status:

501c3

☐ Agency brochure

***No files uploaded*

☒ Articles of incorporation (non-profits) ***Required**

Tabithas Way Articles of Incorporation 2010 (2).pdf

☒ Bylaws (non-profits) ***Required**

By-Laws of Tabitha's Way Amended Aug 21, 2023.pdf

☒ Engineer's cost estimate (construction/capital projects) ***Required**

Engineer's cost estimate (BLANK).pdf

☒ Federal tax exemption determination letter (non-profits) ***Required**

Copy of IRS 501c3 Letter.pdf

☒ Financial statement and most recent audit ***Required**

Tabitha's Way 2023 Financial Statements.pdf

☐ Income, residency, and race surveys and methodology or data with source

***No files uploaded*

☒ Letter(s) of Support from Board of Directors, OR Mayor, OR City Council (This letter confirms that the board/mayor/city council is aware that this application is being submitted and supports the project request.)

***Required**

CDBG FY25-25 Board Approval Letter (1).pdf

☒ List of Board of Directors (non-profits) ***Required**

Tabitha's Way Board of Directors 2024.pdf

☐ Photographs, maps, or other documentation

***No files uploaded*

☒ Program policies and procedures (Required if changes/updates since last application) ***Required**

PFP Policies and Procedures (1).pdf

☒ W-9 ***Required**

Tabitha's Way W9 - Signed 2024.pdf

Submit

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Case Id: 30467

Name: Tabatha's Way Local Food Pantry - 2025

Address: 45 E 100 N, P.O. Box 254, Spanish Fork, UT

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

The applicant acknowledges and understands that the Grantor is relying on the information provided herein in deciding to award a grant. The applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. The applicant agrees to notify the Grantor immediately and in writing of any material adverse change (1) in any of the information contained in the application, (2) in the financial condition of any of the undersigned, or (3) in the ability of the undersigned to perform its (or the) obligations to the Grantor. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. Misrepresentations in the application or in communication with program staff may result in forfeiture of the award.

☒ I/We understand that Title 18, Section 1001 of the U.S. Code makes it a criminal offense to knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds. If you knowingly and willingly make fraudulent statements or misrepresentations of any material fact in the use of or obtaining the use of federal funds you may be fined under this title or imprisoned not more than 5 years, or both.

Signature

Wendy Osborne

Electronically signed by wendy@tabithasway.org on 2/4/2025 11:27 PM

Date

02/04/2025



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	CHANGE ORDER - West Coast Code Consultants (WC3) - Change Order #1
ITEM TYPE:	Change Order
FISCAL IMPACT:	\$150,000
APPLICANT:	West Coast Code Consultants (WC3)

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

PUBLIC HEARING

No

PREPARED BY

Steve Mumford, Deputy City
Manager

PRESENTED BY

Steve Mumford

RECOMMENDATION:

Staff recommends that City Council approve a change order to the WC3 contract in the amount of \$150,000.

BACKGROUND:

The City contracts with West Coast Code Consultants (WC3) for plan review of commercial and industrial building permits, as well as inspections for major projects, such as data centers. The expertise and efficiency that WC3 provides for commercial/industrial plan reviews has been critical to the success of the City's building department in relation to these types of projects. The costs of this contract are "pass-through" costs for the City, meaning they are covered by the building permit and plan review fees, paid by the building permit applicants.

The existing contract includes a maximum cost of \$400,000, and with the various commercial and industrial projects that have been submitted for review this fiscal year, this cost has been exceeded, thus a change order to the existing contract is necessary. We are requesting an additional \$150,000 to cover anticipated costs for the remainder of the year.

A budget amendment has already been approved for this increased amount. This change order just approves that change to the contract.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Change Order
2. Original Agreement



Eagle Mountain City

1650 E Stagecoach Run Eagle Mountain Utah 84005
801-789-6600

Change Order # _____

PROJECT CHANGE ORDER FORM

Date:	3/24/2025	Change Order Amount:	150,000
GL #	10-33-42420-4531	PO #	83966
Project Manager:	Brandon Larsen		
Project Title:	WC3 invoices	Project #	
Contractor:	WC3	Contractor Contact:	801-547-8133

The Contract Documents will be modified as follows upon execution of this Change Order:

Description: A budget Amendment was done by Kimberly for more money for the WC3 fund, which was short. Kimberly did the budget Amendment and \$150,000 was put into the building fund which needs to go to this GL and PO for WC3 invoices. WC3 inspects our commercial projects in the City, Facebook inspections, and Solar plans.

Attachments (List documents supporting this change order, attach to this form, upload to Springbrook):

1.
2.
3.
4.
5.

Contract Pricing:		Contract Time:	
Original Contract Amount:	400,000	Original Completion Date:	June 30 2025
Previously Approved CO's:	0	Previously approved days:	
Present Contract Price:	400,000	Increased by:	150,000
Change Order Amount:	150,000	Decreased by:	
New Contract Amount:	550,000	New Completion Date:	

Signatures (approval):

Finance (Approved Budget)	<u>Kimberly Ruesch</u> Kimberly Ruesch (Mar 27, 2025 6:10:51 AM)
Department Head:	<u>Brandon Larsen</u>
City Manager:	<u>Steve Mumford</u> Steve Mumford (Mar 25, 2025 5:16:50)
Contractor / Vendor:	<u>T. Addie Smith</u>
City Council:	

(City council approval required if funds are not budgeted, & for purchases over \$15,000.00 for auditing, attorneys, architectural

**EAGLE MOUNTAIN CITY
CONTRACT FOR SERVICES**

This contract and all attachments are public record.

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

West Coast Code Consultants (WC-3)
Name
908 W. Gordon Ave. #3
Address
Layton UT 84041
City, State ZIP

LEGAL STATUS OF CONTRACTOR

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

Contact Name: Todd Snider

Phone Number: (801) 547-8133

Email: ToddS@WC-3.com

Vendor Number: 100138

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

Plan Review and Inspection Services

3. **CONTRACT PERIOD:**

Effective Date: July 1, 2024

Project Completion Deadline (Contractor will complete the Scope of Work on or before): N/A

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): June 30, 2026 and contingent upon EMC yearly budget allocation.

Renewal Options (if applicable): Contract will be renewable for up to three years until July 1, 2029, contingent upon EMC yearly budget allocation and fee schedule negotiations listed in the scope of work.

Eagle Mountain City Project Manager Signature: [Signature]

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

- a. Total Contract Cost: not to exceed \$400,000.00 GL Account No: 16-33-42420-4531
b. Is this project a budgeted project: ☒ Yes ☐ No
c. Is this a fixed-price contract: ☒ Yes ☐ No

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

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this 27 day of July, 2024.

EAGLE MOUNTAIN CITY

[Signature]
Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Signature]
Fionnuala B. Kofoed, MMC
City Recorder



[Signature]
96
Marcus Draper
City Attorney

Dated this 18 day of June, 2024.

CONTRACTOR

[Signature]
Signature

Print Name: Todd Snider

Title: Regional Manager

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

shall be the total compensation payable hereunder by Eagle Mountain.

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

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

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

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

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

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

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

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

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

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

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

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

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



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EXHIBIT “B”

SCOPE OF SERVICES AND FEE SCHEDULE

A. SCOPE OF SERVICES

1. Plan Review Services

- a. **Plan Review:** Consultant shall provide complete plan review services to ensure that construction documents are in general compliance with the prescriptions of the adopted building code(s), including any applicable state and local amendments.
- b. **Comment Lists and Plans Delivery:** When plan reviews result in items that need to be addressed, a written comment letter will be provided which refers to specific building code sections or specific details and drawings. Comment lists are sent out to recipients designated by the Jurisdiction via email, FAX, and/or overnight delivery. Depending on the Jurisdiction's preferred process, Consultant will transmit plan review comments and coordinate re-checks directly with the permit applicant/design team, or through the Jurisdiction. Once all comments have been addressed the completed construction documents will be returned to the Jurisdiction for final approval.
- c. **Turn-Around Schedules:** For most project types initial plan reviews are completed within approximately ten (10) working days from the date the plans are received by Consultant. Large, or unusually complex plan reviews may take up to fifteen (15) working days to complete. We are committed to completing plan reviews as prompt or sooner than the Jurisdiction's own schedule and work hard to accommodate any turn-around schedule desired by the Jurisdiction. When not otherwise specified, we may contact the Building Official or assigned staff to determine if there are scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
- d. **Electronic Plan Review:** Consultant has more than ten (10) years of experience providing electronic plan reviews to many of its clients. Electronic plan review services incorporate “green” technology by reducing paper waste and eliminating shipping costs.

2. Building Inspection Services

- a. **Inspectors:** Consultant will provide state-licensed and ICC certified inspector(s) as requested by the Jurisdiction. All inspectors shall be combination certified for both residential and commercial construction.
- b. **Inspection Requests:** Requests from the Jurisdiction for inspections must be made a minimum of one business day in advance, inspections for Monday must be requested on the business day prior (typically Friday). Inspections can be scheduled for standard business days only. Inspection requests are filled on a first come first serve basis and are subject to inspector availability. Inspection requests made with more advanced notice will be given higher priority.



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- c. **Inspections:** In general, the inspection services provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned. The intent of the inspections is to ensure compliance with the approved construction documents and conformance to the adopted building codes.

B. GENERAL FEE INFORMATION

1. **Fixed Fee Duration:** All plan review fixed fees and inspection half and full day rates listed herein are for the first two (2) years of the Agreement and must be reviewed annually thereafter. Changes in fees must be mutually agreed upon. Changes to Exhibit "B" shall be done as an addendum to the original agreement all other portions of the original agreement shall remain in place as thereby agreed upon.
2. **Inflation:** Rates are subject to an increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index; whichever is greater. Changes to the hourly rates as noted above are part of the standard fee schedule and shall take effect annually for the duration of this agreement.
3. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.

C. PLAN REVIEW FEES

1. **Basic Fees:** Fees shall be assessed on a project-by-project basis as noted below
 - a. **Residential:** Projects consisting of one- and two-family dwellings, townhomes, and associated accessory structures (International Residential Code) shall be considered as residential. Fees for residential projects will be billed at the hourly rates listed in the Table of Billing rates for actual time spent.
 - b. **Commercial:** Projects shall include multifamily apartments, hotels, and all other projects regulated under the International Building Code as adopted by the State of Utah. The fees will equal sixty-five percent (65%) of the plan review fees collected by the Jurisdiction. This "fixed fee" plan review fee covers a first, second and quick third review (for approval purposes only).
2. **Other Fees:** In addition to the Basic Fees described above, time and materials methods using the Table of Billing Rates will be used for determining fees for the following types of services:
 - a. Fire and life safety plan reviews are not performed as part of the "basic fee" collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Billing Rates.



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- b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Billing Rates.
- c. Fees for problem plan checks which require more than a quick third check to approve the project, when mutually agreed upon between the Jurisdiction and Consultant, will be based on the hourly rates noted in Table of Billing Rates.
- d. Expedited reviews, which are performed in half the time noted in Exhibit "A", will be billed at 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.

D. BUILDING INSPECTION FEES

1. **Basic Fees:** Building inspection services will be billed as either a half-day rate or a full day rate. The half-day rate will be **\$495.00 (four hundred ninety-five)**. A half-day rate will be billed for anything up to 4 hours of inspection time. The full day rate will be **\$855.00 (seven hundred forty-five)**. A full day rate will be billed for anything over 4 hours but not to exceed 8 hours of inspection time. These rates include travel to and from the city and travel within the city while completing inspections. Rates listed in the Table below are only applicable for unique and specific circumstances like Building Official services, overtime, and miscellaneous charges.
2. **Off-hour and Overtime Inspections:** Inspections outside of standard hours specified in Exhibit "A", including but not limited to early, after-hour, weekend, or holiday inspections may be requested but will be billed at 150% of the rates standard fees herein noted. All inspection time over 8 hours in one day will be billed at an additional overtime hourly rates specified in the Table of Hourly Billing Rates; this is in addition to the standard full day fixed fee rate. All off-hour or overtime inspections are subject to the availability of staff to provide these inspections.
3. **Inspection Cancellation Policy:** If inspection services are scheduled but not needed, it is the responsibility of the jurisdiction to cancel inspection services at least 24 hours prior to that start of the scheduled inspection time. Inspection services canceled less than 24 hours prior to the scheduled start time will be subject to a cancellation fee. The cancellation fee is the same as the charge for a half day inspection service, regardless of whether it is a scheduled half or full day.
3. **Miscellaneous Expenses:** Reimbursable expenses, when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special shipping or printing requirements. Special meetings, building official services, or other mutually agreed upon miscellaneous services will be billed at an hourly rate as noted in the Table of Billing Rates.



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TABLE OF BILLING RATES*

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Commercial Plan Review	65% of City Plan Review Fee
Residential/Partial/Miscellaneous ¹ Plan Review	Hourly Rates below
Structural Engineer	\$125.00/hr
Fire Plans Examiner	\$115.00/hr
Building Plans Examiner	\$105.00/hr
Expedite Plan Review Services	150% of Above Listed Rates
Clerical/Permit Technician	\$85.00/hr
Full Day Inspections	\$855.00 (8 hours)
Half Day Inspections	\$495.00 (4 hours)
Miscellaneous ² Inspection charges	Rates as Noted below
Mileage (from WC ³ office)	Current IRS Rate
Building Official Services	\$130.00/hr
Building Inspector	\$86.00/hr
Reimbursable Expenses ³	Actual Cost
Overtime/After hour Inspections	150% of Above Listed Rates

Footnotes:

1. Miscellaneous plan review services as noted above under Plan Review Services, Other Fees.
2. Miscellaneous inspection services as noted above under Inspection Services, Miscellaneous Expenses.
3. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jennifer Aguirre	
	PHONE (A/C, No, Ext): (510) 465-3090 FAX (A/C, No):	
	E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: XL Specialty Insurance Company	37885
	INSURER B: Sentinel Insurance Company	11000
	INSURER C: Trumbull Insurance Company	27120
	INSURER D: HARTFORD INSURANCE COMPANY	38288
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 712378522 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	57SBWBO3190	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	57UEGBC6531	4/28/2024	4/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	57SBWBO3190	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGAR9X7K	4/28/2024	4/28/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made	Y		DPR5027834	4/28/2024	4/28/2025	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Eagle Mountain 1650 E. Stagecoach Run Eagle Mountain UT 84005	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

F. Optional Additional Insured Coverages.
57SBWBO3190

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

57SBWBO3190

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

57SBWBO3190

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 57WEGAR9X7K

Endorsement Number:

Effective Date: 04/28/2024

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: West Coast Code Consultants, Inc.
San Ramon, CA 94583
(925) 275-1700

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM WE YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAR9X7K

Endorsement Number:

Effective Date: 04/28/2024

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: West Coast Code Consultants, Inc.
San Ramon, CA 94583
(925) 275-1700

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	SITE PLAN - McDonald's (City Center)
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Darrin Perkes, Dominion Engineering

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

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the McDonald's site plan in accordance with the Planning Commission recommendations that:

1. Recordation of The District final plat before a building permit is applied for; and
2. All roof-mounted mechanical equipment is screened from view.

BACKGROUND:

The District Preliminary Plat was recently approved, and it is anticipated the final plat, which is approved by staff, will soon be recorded. McDonald's requests site plan approval of a franchise to be located south of City Hall, in the Commercial Community zone. This property was rezoned to a Commercial Community in 2021.

ITEMS FOR CONSIDERATION:

Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)

- A. Use of Property:** The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.
- B. Screening Requirements:** The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.
- C. Access Requirements:** The building is accessed via an internal roadway that connects to a public ROW in compliance with 17.100.050.C.
- D. Off-Street Truck Loading Space:** This use does not require the frequent distribution of materials via and therefore does not provide off-street truck loading space.
- E. Utilities:** All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.F.

Grading and Drainage: The applicant has provided grading and draining plans that have been

reviewed by the City Engineer.

Commercial Design Standards: The following are design standards for the site and building design of commercial developments.

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Pony Express Parkway, with pedestrian access provided from the Pony Express trail.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. The main entrance to the building is located on the east elevation, which opens to the main parking area, with the rear (west elevation) facing towards Pony Express Parkway. Additional landscaping is to be maintained as part of Pony Express Parkway ROW. It is the opinion of staff that the architecture and landscaping components are sufficient to provide needed elements when facing a public ROW.

17.72.030.B requires surface parking to be located at the rear or side of a commercial building and prohibits parking between the building and the street. In this case, parking is located to the side and front of the building; however, the front faces a private access road, not Pony Express Parkway, which lessens the visual impact. The building includes some architectural articulation, while additional articulation would be beneficial, the footprint and design are consistent with other nearby structures.

Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered.

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the primary facade. The proposed building is the first in this development. It is the opinion of staff that the elevations largely comply with code (articulation has been pointed out to the applicant, and the building does contain elements of articulation).

17.72.040.B states "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico." The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure. The drive-through elevation also contains awnings over windows where customer transactions are made.

17.72.040.C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." The proposed building has multiple parapets. The drive-through elevation is fairly uniform in height, but does have architectural relief on the east end.

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural

details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses awnings, popouts, columns, architectural lightings, and decorative windows.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the Planning Commission to determine if the elevations meet this standard. In Staff's opinion, the elevations use an acceptable combination of materials, textures, and colors.

17.72.040.G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended and it is the opinion of Staff that the elevations comply with this requirement.

Parking. Table 17.55.120(c), Required Parking by Land Use, requires Restaurants (Fast Food/Drive-Thru) to have one stall per 125 square feet of area which is 36 stalls; 41 stalls are provided.

Bike Racks. The applicant is providing bike racks in compliance with 17.35.050.K.

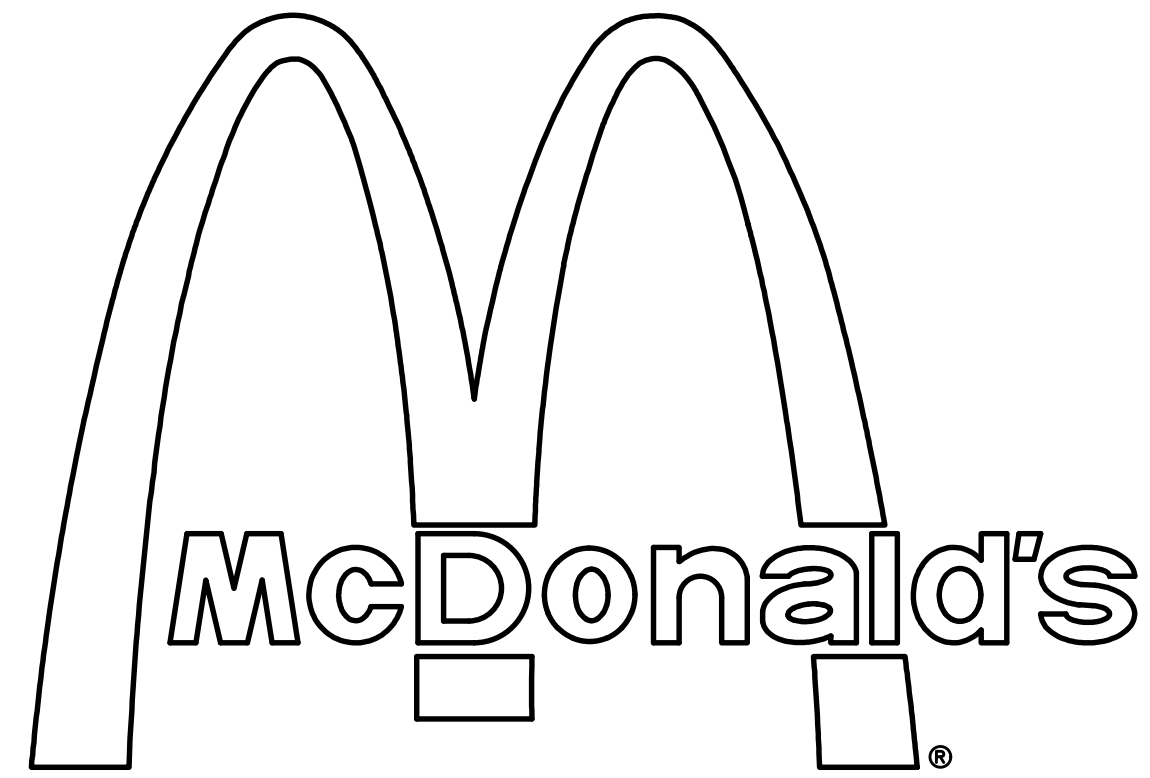
PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended that the City Council approve the McDonald's site plan with the following conditions:

1. Recordation of The District final plat before a building permit is applied for; and
2. All roof-mounted mechanical equipment is screened from view.

ATTACHMENTS:

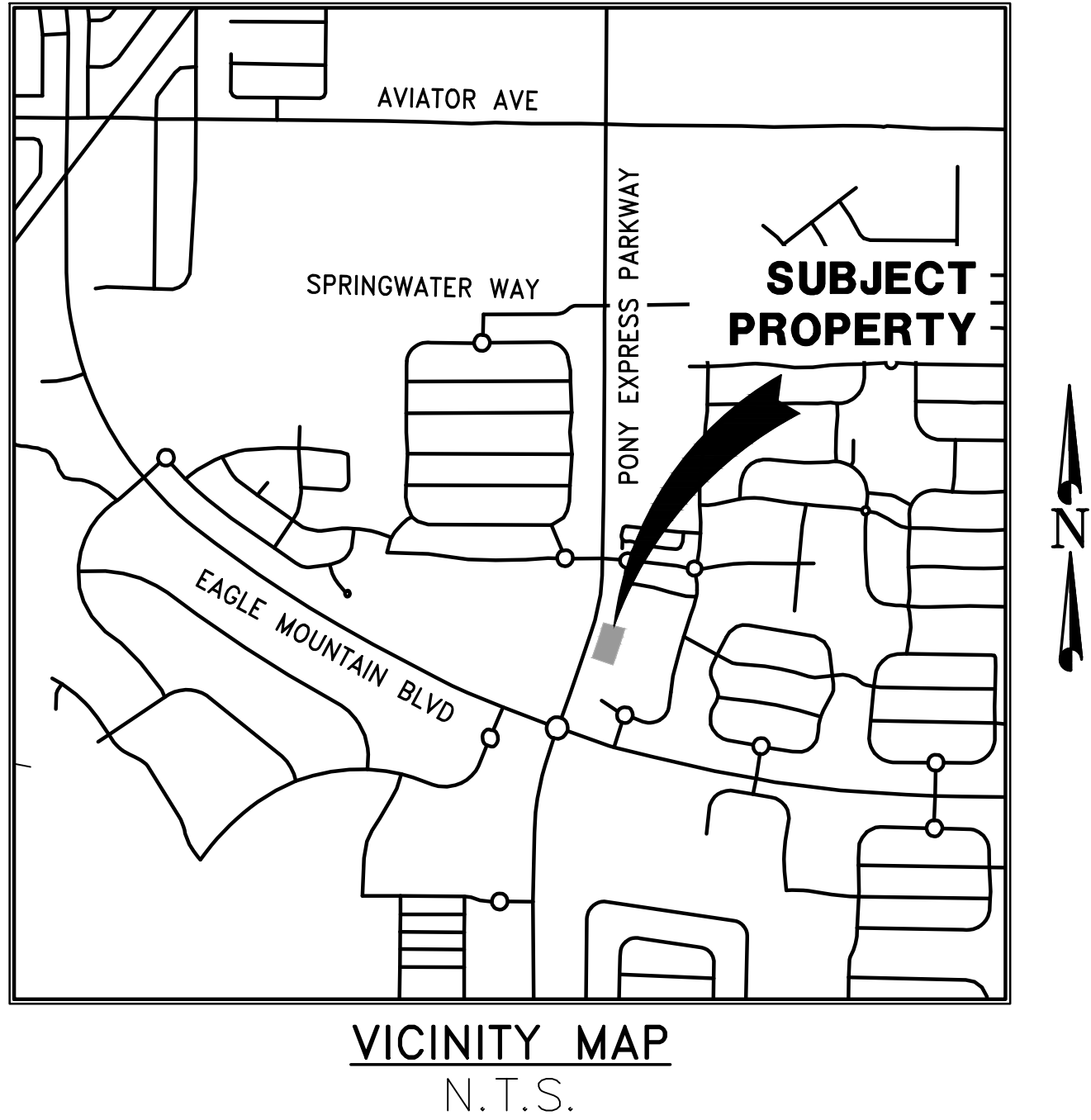
1. Civil Drawings
2. Elevations
3. HVAC Sitrine
4. Lighting Plan



4248 NORTH 1650 EAST
EAGLE MOUNTAIN, UTAH

SITE 043-0330

SITE IMPROVEMENT PLANS (CIVIL PACKAGE)



ISSUE DATE	DESCRIPTION	REVISION
11-12-24	CITY SUBMITTAL #1	
02-10-25	CITY SUBMITTAL #2	A
03-13-25	CITY SUBMITTAL #3	B

INDEX OF SHEETS				
REVISION			SHEET NO.	SHEET
		B A		COVER SHEET
			1 of 2	ALTA/NSPS LAND TITLE SURVEY
			2 of 2	ALTA/NSPS LAND TITLE SURVEY
			C0.1	GENERAL NOTES
		B A	C0.2	EMC GENERAL NOTES
			C0.3	DEMOLITION PLAN
		B A	C1.0	SITE IMPROVEMENT PLAN
		B A	C1.1	DRIVE-THRU LAYOUT PLAN
		B A	C1.2	LITTER PICKUP PLAN
		B A	C2.0	UTILITY PLAN
		B A	C3.0	OVERALL GRADING & DRAINAGE PLAN
			C3.1	DRAINAGE DETAILS - CALCS
			C3.2	DRAINAGE DETAILS - STORMTECH
			C3.3	DRAINAGE DETAILS - BARRACUDA
			C3.4	DRAINAGE DETAILS - STORMTECH + BARRACUDA
		B A	C4.0	EROSION CONTROL PLAN
		A	C5.1	MCDONALD'S FOUNDATION AND MISC. DETAILS
			C5.2	MCDONALD'S SIGNS & FOOTINGS DETAILS
			C5.3	TRASH ENCLOSURE DETAILS
			C5.4	MISCELLANEOUS SITE DETAILS
		A	C5.5	STANDARD DETAILS
			C5.6	ADA SITE DETAILS
		A	C5.7	SWPPP DETAILS
			C5.8	MCDONALD'S DRIVE THRU LAYOUT PLAN (REFERENCE ONLY)
			C5.9	DIGITAL BOARD - FOUNDATION PLANS
			C5.10	DRIVE THRU WIRING DETAILS
			C5.11	APPROACH AND RAMP DETAILS
		B A	C5.12	LOT LIGHTING DETAILS
		B A		PHOTOMETRIC LIGHTING PLAN
		B A	L1.1	LANDSCAPE PLAN
		B A	L1.2	IRRIGATION PLAN
		B A	A2.0	BUILDING ELEVATIONS
		B A	A2.1	BUILDING ELEVATIONS
		B A		COLOR BUILDING ELEVATIONS

FOR
McDONALD'S CORPORATION
4643 South Ulster Street, Suite 1300
Denver, Colorado 80237
(303) 779-0444

PREPARED BY
**Dominion**
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



Path: F:\McDONALDS\Utah\Eagle Mountain\TOWN CENTER 43-0330\SURVEY\dwg\TOWN CENTER 43-0330 ALTA.dwg | plot date: October 28, 2024 | plotted by: Brett

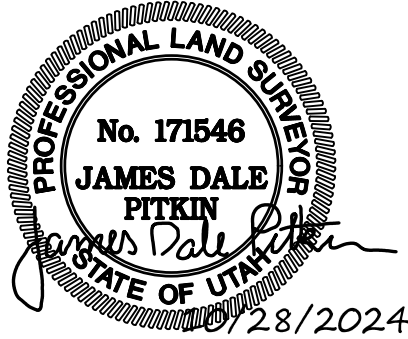
SURVEYOR’S CERTIFICATE

To: McDonald’s Corporation, a Delaware corporation; McDonald’s USA, LLC, a Delaware limited liability company; McDonald’s Real Estate Company, a Delaware corporation; Fidelity National Title Insurance Company, National Commercial Services & Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 & 20 of Table A thereof. The on-site measurements were completed on December 7, 2023.

Date: October 28, 2024

James D. Pitkin, PLS
License No. 171546



NARRATIVE

An ALTA/NSPS Land Title Survey of the subject property was requested by McDonald’s Corporation for future design considerations. A Commitment for Title Insurance prepared by Chicago Title Insurance Company, Commitment No. U0050040–801–T81–R2D Amendment No. 4, Effective October 24, 2024, was provided and relied upon for the preparation of this survey.

The Basis of Bearings for this survey is South 89°31’17” East 2666.44 feet measured along the Section line between the South Quarter corner and the Southeast corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base & Meridian.

The Benchmark utilized for the elevations shown is the Utah County brass cap monument marking the Southeast Corner of said Section 12 as shown on the Utah County Surveyor’s State Plane Coordinate & Dependent Resurvey Plat of said Township 6 South, Range 2 West, Salt Lake Base & Meridian at 4867.22 feet (NAVD88).

SURVEYOR’S NOTES

- A. This survey is prepared to and complies with the requirements set forth in the McDonald’s Survey Order Form and Minimum Requirements unless superceded by the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, dated Feb. 23, 2021. Table A, Item 20 was utilized to include additional statements such as “affects” or “does not affect” and specific statements by McDonald’s shown in [brackets] for the exceptions.
- B. The “Field Description” is a requirement of the McDonald’s Survey Order Form and Minimum Requirements and represents the project site for development as shown on the concept plan provided.
- C. The subject property is located within an area identified as Zone “X” (Areas determined to be outside the 500–year floodplain) per Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 49049C0275F (Not Printed), Effective Date: June 19, 2020, for Community No. 490258, City of Eagle Mountain.
- D. A Zoning report or letter was not provided. The current zone from Eagle Mountain City’s Zoning Lookup Map indicates the subject property lies within the Community Commercial (CC) District. Section 17.35.040 of the Eagle Mountain City Code discloses the following Setback Requirements: 1. Front Yard – 10’ Minimum/25’ Maximum, 2. Side Yard – None (Equal to building height if adjacent to residential), 3. Rear Yard – 20’ (35’ if adjacent to residential). Maximum Height: 50’ (Measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures). Section 17.55.110 of the Eagle Mountain City Code indicates 1 parking stall is required per 125 sq. ft. of gross floor area for fast food/drive–thru restaurants. Graphically depicted Front Yard Setbacks are measured from the proposed right–of–way dedication (See Note H).
- E. No parking spaces were observed on the vacant land.
- F. Utilities shown have been located from visible indications surveyed on the subject property and from information provided. The surveyor has not physically located the underground utilities and makes no guarantees that the utilities shown hereon compromise all such utilities in the area either in service or abandoned.
- G. No evidence of recent earth moving work, building construction, or building additions were observed.
- H. No evidence of proposed changes in street right of way lines or recent street or sidewalk construction or repairs was observed. A preliminary plat provided by the client indicates a 26’ wide right–of–way dedication along the easterly line of Pony Express Parkway (Sweetwater Road) and is shown.
- I. No evidence of the property being used as a dump, sump or sanitary landfill were observed.
- J. The parcels & lots shown are contiguous, no gaps or gores are apparent from the information provided for this survey or apparent from the recorded plat and deed description information listed.
- K. No encroachments were observed at the time of the survey.

RECORD DESCRIPTIONS

(Title Commitment No. U0050040–801–T81–R2D Amendment No. 4, Effective October 24, 2024)

PARCEL 1:

All of future Lot 4 of the forthcoming The District at Eagle Mountain Subdivision, being a part of the Southeast Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, being further described as follows:

Beginning at a point 1027.73 feet North 00°27’04” East along the Section line and 2114.38 feet West from the Southeast corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 71°03’24” West 177.50 feet; thence North 18°56’36” East 176.88 feet to a point of curvature with a 1876.00 foot radius to the left; thence northerly 117.58 feet along the arc of said curve through a central angle of 03°35’28” (chord bears North 17°08’52” East 117.35 feet); thence South 74°38’52” East 177.50 feet to a point on a 2053.50 foot radius non–tangent curve to the right; thence southerly 128.71 feet along the arc of said curve through a central angle of 03°35’28” (chord bears South 17°08’52” West 128.69 feet); thence South 18°56’36” West 176.88 feet to the point of beginning.

PARCEL 2:

Together with the beneficial rights as granted by that certain Declaration dated _____, 2024 and recorded _____, 2024 as Entry No. _____ of Official Records.

A portion of Parcel Numbers: 59:044:0112 & 59:044:0175

FIELD DESCRIPTION OF PROJECT SITE

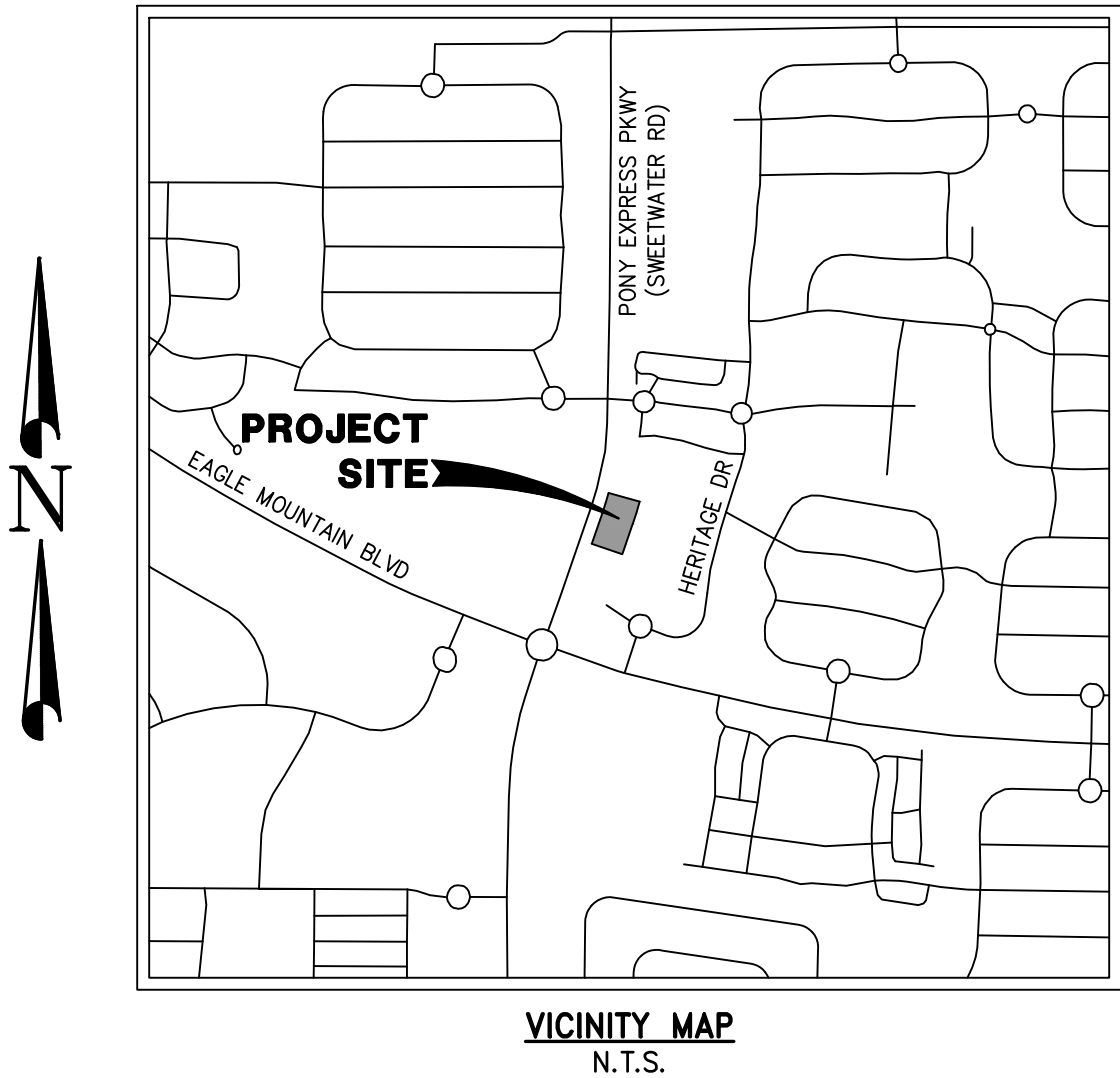
All of future Lot 4 of the forthcoming The District at Eagle Mountain Subdivision, located in the Southeast Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah County, Utah, more particularly described as follows:

BEGINNING at a point 551.63 feet South 89°31’17” East along the Section line and 1010.06 feet North 00°28’43” East from the South Quarter corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 71°03’24” West 177.50 feet; thence North 18°56’36” East 176.88 feet to a point of curvature with a 1876.00 foot radius to the left; thence northerly 117.58 feet along the arc of said curve through a central angle of 03°35’28” (chord bears North 17°08’52” East 117.56 feet); thence South 74°38’25” East 177.50 feet to a point on a 2053.50 foot radius non–tangent curve to the right; thence southerly 128.71 feet along the arc of said curve through a central angle of 03°35’28” (chord bears South 17°08’52” West 128.69 feet); thence South 18°56’36” West 176.88 feet to the POINT OF BEGINNING.

Contains 53,254 square feet or 1.222 acres, more or less.

REFERENCES

- 1. Commitment for Title Insurance & associated documentation prepared by Chicago Title Insurance Company, Commitment No. U0050040–801–T81–R2D Amendment No. 4, Effective October 24, 2024.
- 2. The Landing at Eagle Mountain Phase I Plat recorded October 22, 1997 as Entry No. 83279:1997, Map Filing No. 7290.
- 3. Eagle Mountain Boulevard Plat recorded October 23, 1997 as Entry No. 83435:1997, Map Filing No. 7292.
- 4. Sweetwater Road Plat recorded October 23, 1997 as Entry No. 83436:1997, Map Filing No. 7293.
- 5. Eaglepark Subdivision Phase 1 Plat recorded April 15, 1998 as Entry No. 36958:1998, Map Filing No. 7492.
- 6. The Landing at Eagle Mountain Phase II Plat recorded May 15, 1998 as Entry No. 48683:1998, Map Filing No. 7534.
- 7. Mountain View Subdivision Phase 1 recorded August 6, 1998 as Entry No. 78428:1998, Map Filing No. 7679.
- 8. Mountain View Subdivision Phase 2 recorded August 5, 1999 as Entry No. 87702:1999, Map Filing No. 8172.
- 9. Town Center Access Dedication Map Heritage Drive Plat recorded November 24, 1999 as Entry No. 123521:1999, Map Filing No. 8323.
- 10. Town Center East Subdivision Plat “A” recorded March 13, 2000 as Entry No. 19636:2000, Map Filing No. 8464.
- 11. The Landing at Eagle Mountain Phase 3 Plat recorded December 12, 2000 as Entry No. 98557:2000, Map Filing No. 8867.
- 12. Mountain View Ranch Subdivision Phase 3 recorded May 28, 2003 as Entry No. 79606:2003, Map Filing No. 10010.
- 13. The Landing at Eagle Mountain Phase A – Plat 4 recorded March 6, 2020 as Entry No. 29325L2020, Map Filing No. 16985.
- 14. The Marketplace at Eagle Mountain Town Center Plat recorded July 19, 2021 as Entry No.127110:2021, Map Filing No. 17808.
- 15. Records of Survey No. 99–208, 18–288, & 22–521.
- 16. Preliminary Plat of The District at Eagle Mountain Subdivision prepared by AWA Engineering provided by the client.



SCHEDULE B, PART II EXCEPTIONS

(Title Commitment No. U0050040–801–T81–R2D Amendment No. 4, Effective October 24, 2024)

1–10 Standard exceptions, not matters of survey or intentionally deleted exceptions are not shown or addressed.

11 Application for Assessment and Taxation of Agricultural Land, recorded April 25, 2012 as Entry No. 33948:2012 contains multiple descriptions, all blanket in nature, that includes Tax Parcel No. 59:044:0012. [Affects subject property]

12–13 Standard exceptions, not matters of survey or intentionally deleted exceptions are not shown or addressed.

14 Special Warranty Deed recorded June 19, 1978 as Entry No. 23832 in Book 1656 at Page 102 contains multiple descriptions, all blanket in nature, that the subject property lies within. [Affects subject property]

15 Restrictive Covenant Precluding the Residential of Other Non–Agricultural Use of the Land recorded December 10, 1980 as Entry No. 43710 in Book 1884 at Page 169 contains multiple descriptions, all blanket in nature, that the subject property lies within. [Affects subject property]

16 Intentionally deleted

17 Restrictive Covenant Precluding the Residential or Other Non–Agricultural Use of the Land recorded January 13, 1982 as Entry No. 853, in Book 1959 at Page 109 contains multiple descriptions, all blanket in nature, that the subject property lies within. [Affects subject property]

18 Agreement Regarding Restrictive Covenant Precluding the Residential or Other Non–Agricultural Use of Land recorded February 24, 1986 as Entry No. 5415, in Book 2283 at Page 491 contains multiple descriptions, all blanket in nature, that the subject property lies within. [Affects subject property]

19 Trust Deed, dated April 25, 1994, recorded April 26, 1994 as Entry No. 34898 in Book 3428 at Page 382, Assignment of Trust Deed and Trust Note recorded July 18, 2007 as Entry No. 103893:2007, Affidavit of Correction recorded June 05, 2014 as Entry No. 38268:2014, and Notice of Default and Election to Sell Trust Property recorded August 4, 2014 as Entry No. 54106:2014, Substitution of Trustee recorded September 17, 2018 as Entry No. 88975:2018 contains multiple descriptions, all blanket in nature, that includes Tax Parcel No. 59:044:0112. [Affects subject property]

20 Intentionally deleted

21 Intentionally deleted

22 Intentionally deleted

23 Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association recorded October 29, 2009 as Entry No. 113261:2009, Amended Covenants, Conditions, Restrictions and/or Easements recorded December 13, 2010 as Entry No. 108314:2010, Amended Covenants, Conditions, Restrictions and/or Easements recorded May 25, 2018 as Entry No. 49096:2018, Amended Covenants, Conditions, Restrictions and/or Easements recorded June 14, 2019 as Entry No. 54420:2019, Amended Covenants, Conditions, Restrictions and/or Easements recorded September 17, 2019 as Entry No. 92248:2019, Amended Covenants, Conditions, Restrictions and/or Easements recorded November 8, 2019 as Entry No. 117084:2019, Amended Covenants, Conditions, Restrictions and/or Easements recorded July 30 2021 as Entry No. 133535:2021, Amended Covenants, Conditions, Restrictions and/or Easements recorded August 23, 2021 as Entry No. 146829:2021, Amended Covenants, Conditions, Restrictions and/or Easements recorded December 17, 2021 as Entry No. 209239:2021, and Amended Covenants, Conditions, Restrictions and/or Easements recorded September 27, 2023 as Entry No. 64076:2023 contains multiple descriptions, all blanket in nature, that include Tax Parcel No’s. 59:044:0041 & 59:044:0112. Document includes multiple blanket easements and a 10’ wide landscape and signage easement (Measured from the front edge of the sidewalk.) and are shown. [Affects subject property]

24 Notice of Reinvestment Fee Covenant recorded May 20, 2010 as Entry No. 41553:2010 contains multiple descriptions, all blanket in nature, that includes Tax Parcel No. 59:044:0112. [Affects subject property]

25 Intentionally deleted

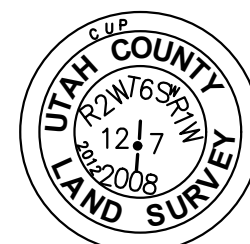
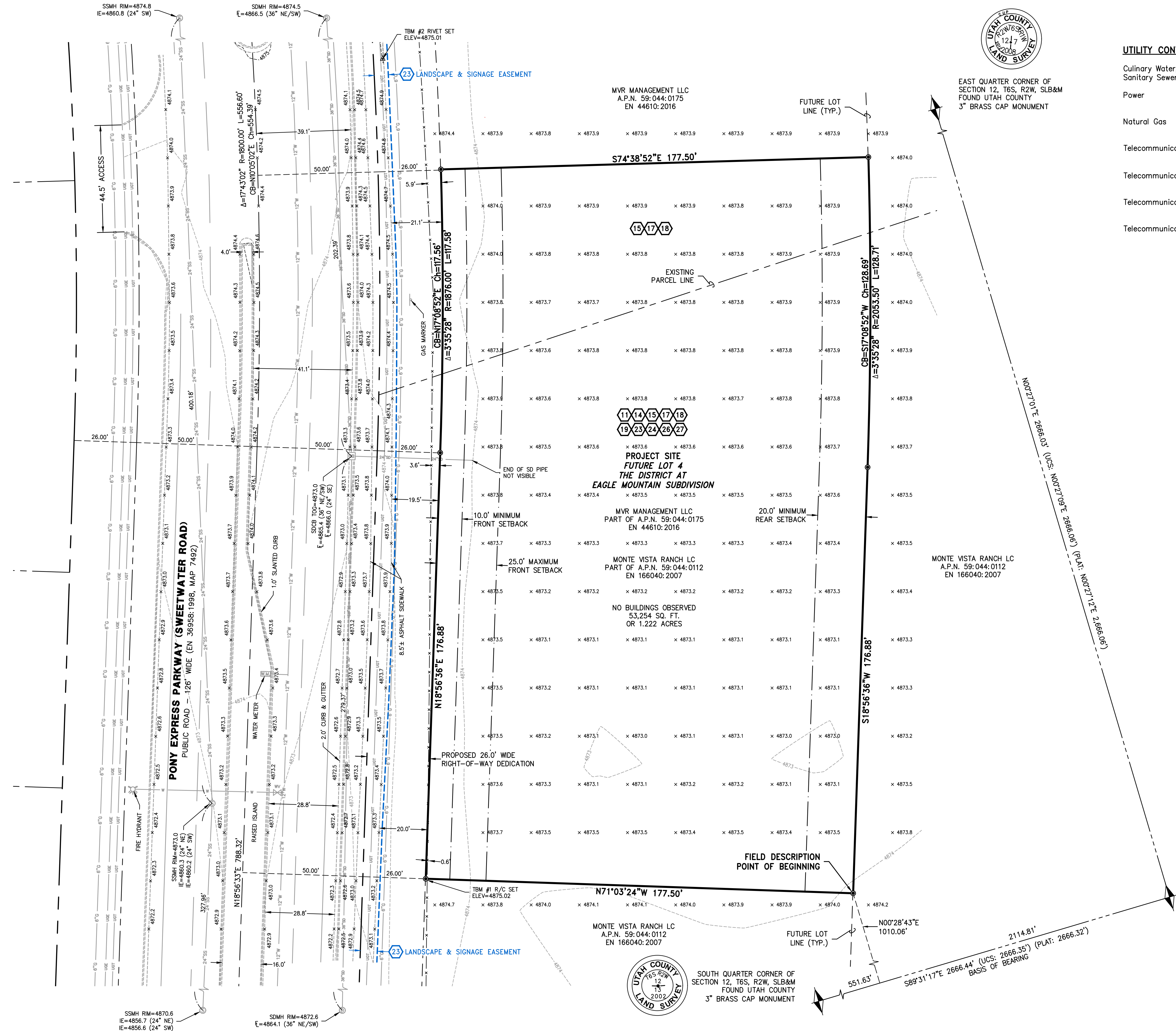
26 Unrecorded Lease disclosed in that Application for Assessment and Taxation of Agricultural Land recorded April 25, 2012 as Entry No. 33948:2012 contains multiple descriptions, all blanket in nature, that includes Tax Parcel No. 59:044:0112. [Affects subject property]

27 Communications Easement Agreement recorded August 15, 2018 as Entry No. 77533:2018 contains multiple descriptions, all blanket in nature, that includes Tax Parcel No. 59:044:0112. [Affects subject property]

28–30 Standard exceptions, not matters of survey or intentionally deleted exceptions are not shown or addressed.

DRAWN BCD 12.2023 DATE CHECKED JDP 12.2023 DATE DESIGNED DATE PROJECT ENGINEER APPROVED JDP DATE PROJECT MANAGER	McDONALD’S CORPORATION EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH	Dominion Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801–713–3000	ALTA/NSPS LAND TITLE SURVEY EAGLE MOUNTAIN, UT - LC-43-0330 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN	PROJECT NO. 3463	
				SHEET NO. 1 of 2	
				2 UPDATED TITLE COMMITMENT BCD 10.28.24	1 CORRECTED EXCEPTION NUMBERS BCD 01.24.24
				0 RELEASED FOR REVIEW JDP 12.18.23	NO. REVISIONS BY DATE FILE NAME: MCD EM CC SCALE: N/A

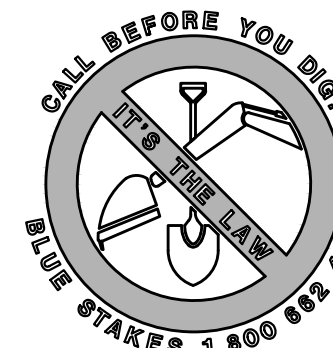
Path: P:\McDONALDS\Utah\Eagle Mountain\TOWN CENTER 43-0330\SURVEY\dwg\TOWN CENTER 43-0330 ALTA.dwg | plot date: October 28, 2024 | plotted by: brett



EAST QUARTER CORNER OF
SECTION 12, T6S, R2W, SLB&M
FOUND UTAH COUNTY
3" BRASS CAP MONUMENT

UTILITY CONTACTS

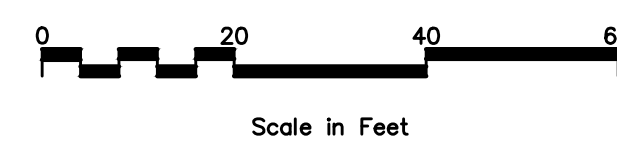
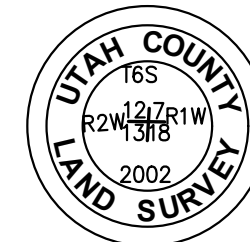
Culinary Water, Storm Drain & Sanitary Sewer	Eagle Mountain City	801-789-6670 ctrusty@emcity.org
Power	Rocky Mountain Power	801-886-7007 rmplanninganddesignrequests@pacifiCorp.com
Natural Gas	Dominion Energy	801-324-3970 map.requests@dominionenergy.com
Telecommunications	Comcast	435-224-2356 jeff.houston@telecom.ca
Telecommunications	Lumen/CenturyLink	385-479-7345 james.chidester@lumen.com
Telecommunications	Direct Communications	801-789-2800 marjorie@directcomfiber.com
Telecommunications	FirstDigital Telecom	801-456-1095 bbalmforth@firstdigital.com



LEGEND

	SUBJECT PROPERTY BOUNDARY LINE
	ADJACENT PROPERTY LINES
	SECTION LINE
	CENTER LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE (LINE TYPE & COLOR VARIES)
	SETBACK LINE
	SECTION MONUMENTS FOUND, NOT FOUND (AS NOTED)
	SURVEY MONUMENTS FOUND (AS NOTED)
	SET REBAR & CAP MARKED "DOMINION ENGINEERING" (UNLESS OTHERWISE NOTED)
	EXISTING BARBED WIRE FENCE
	EDGE OF EXISTING IMPROVEMENTS ± (AS NOTED)
	CULINARY WATER LINES ±
	SANITARY SEWER LINES ±
	STORM DRAIN LINES ±
	UNDERGROUND POWER LINES ±
	FIBER OPTIC LINES ±
	NATURAL GAS LINES ±
	EXISTING WATER MANHOLE, METER, VALVE
	EXISTING SANITARY SEWER MANHOLE, CLEAN OUT
	EXISTING STORM DRAIN MANHOLE, CATCH BASINS
	EXISTING FIRE HYDRANT
	RECORD BEARINGS AND/OR DISTANCES
	EXISTING ONE FOOT ELEVATION CONTOUR LINE
	EXISTING SPOT ELEVATION
	TITLE EXCEPTION REFERENCE NUMBERS

SOUTHEAST CORNER OF
SECTION 12, T6S, R2W, SLB&M
FOUND UTAH COUNTY
3" BRASS CAP MONUMENT
BENCHMARK=4867.22' (NAV88)



DRAWN	BCD 12.2023	CHECKED	JDP 12.2023
DESIGNED		PROJECT ENGINEER	
APPROVED	JDP	PROJECT MANAGER	

McDONALD'S CORPORATION
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

ALTA/NSPS LAND TITLE SURVEY EAGLE MOUNTAIN, UT - LC-43-0330
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

					PROJECT NO.		3463	
2	UPDATED TITLE COMMITMENT	BCD	10.28.24	SHEET NO.		2 of 2		
1	CORRECTED EXCEPTION NUMBERS	BCD	01.24.24					
0	RELEASED FOR REVIEW	JDP	12.18.23					
NO.	REVISIONS	BY	DATE	FILE NAME:	MCD	EM	CC	
				SCALE:	1"=20'			

GENERAL NOTES:

- THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

CLEARING AND GRADING NOTES:

1. CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH THE EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON TOPO SURVEY PERFORMED BY DOMINION ENGINEERING.
3. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PREVENT EROSION ONTO ADJACENT PROPERTY AND IN DRAINAGE FACILITIES. CONTRACTOR RESPONSIBLE TO CONTROL DUST AND MUD ON SURROUNDING STREETS.

DEWATERING NOTES:

1. THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE AND MAINTAIN ALL MACHINERY, APPLIANCES, AND EQUIPMENT TO MAINTAIN ALL EXCAVATIONS FREE FROM WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL DISPOSE OF THE WATER SO AS NOT TO CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY, OR TO CAUSE A NUISANCE OR MENACE TO THE PUBLIC OR VIOLATE THE LAW. THE DEWATERING SYSTEM SHALL BE INSTALLED AND OPERATED SO THAT THE GROUND WATER LEVEL OUTSIDE THE EXCAVATION IS NOT REDUCED TO THE EXTENT WHICH WOULD CAUSE DAMAGE OR ENDANGER ADJACENT STRUCTURES OR PROPERTY. A FOUR FOOT MINIMUM DEPTH OF WATER BID FOR ALL DEWATERING CONSTRUCTION. THE WATER LEVEL SHALL BE DRAWN DOWN TO A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF EXCAVATIONS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL SOILS AND ALLOW THE PLACEMENT OF ANY FILL TO THE SPECIFIED DENSITY. THE CONTRACTOR SHALL HAVE ON HAND, PUMPING EQUIPMENT AND MACHINERY IN GOOD WORKING CONDITION FOR EMERGENCIES AND SHALL HAVE WORKMEN AVAILABLE FOR ITS OPERATION. DEWATERING SYSTEMS SHALL OPERATE CONTINUOUSLY UNTIL BACKFILL HAS BEEN COMPLETED TO 1 FOOT ABOVE THE NORMAL STATIC GROUNDWATER LEVEL.

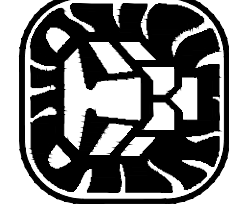
UNDERGROUND UTILITIES:

1. THE INFORMATION SHOWN ON THE PLANS WITH REGARD TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS WAS DERIVED FROM FIELD INVESTIGATIONS AND/OR RECORD INFORMATION. THE ENGINEER DOES NOT GUARANTEE THESE LOCATIONS TO BE EITHER TRUE OR EXACT. PRIOR TO CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENTS AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO SEWER, STORM DRAIN, WATER, IRRIGATION, GAS, ELECTRICAL, ETC. AND SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES, SO THAT THE EXACT LOCATION AND ELEVATION CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED TO PERFORM THIS WORK SHALL BE INCLUDED IN EITHER THE LUMP SUM CLEARING COST OR IN THE VARIOUS ITEMS OR WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION/ELEVATION MUST BE MADE PRIOR TO CONSTRUCTION.
2. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKE ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGE UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH OSHA STANDARDS AND REQUIREMENTS.
4. PRIOR TO OPENING AN EXCAVATION, CONTRACTOR SHALL ENDEAVOR TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC. WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ANY EXCAVATION.
5. IN CASES OF HIGH GROUNDWATER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE RUBBER GASKET JOINTS ON ALL PRE CAST PIPES. THE COST FOR RUBBER GASKET JOINTS SHALL BE INCLUDED IN THE UNIT PRICES OF PIPE.
6. THE CONTRACTOR SHALL PROVIDE CLAY DAMS IN UTILITY TRENCHES TO PREVENT CHANNELING OF SUBSURFACE WATER, DURING AND AFTER CONSTRUCTION. CONSTRUCT CLAY DAMS AT THE TOP OF GRADE BREAKS AND AT THE FOLLOWING INTERVALS:
TRENCHES WITH SLOPES < 10% = DAMS AT 500' INTERVALS
TRENCHES WITH SLOPES ≥ 10% = DAMS AT 100' INTERVALS
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF EAGLE MOUNTAIN CITY FOR H-20 LOAD REQUIREMENTS.
8. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER AND STREET PAVING.

GENERAL EROSION CONTROL NOTES

1. PRE CONSTRUCTION MEETING IS REQUIRED WITH THE CITY PRIOR TO DISTURBANCE.
 2. IN THE EVENT A CHANGE OCCURS ON THIS APPROVED SITE PLAN WHICH INVOLVES ENLARGING THE AREA OF DISTURBANCE, THE CONTRACTOR SHALL CONTACT EAGLE MOUNTAIN CITY EROSION CONTROL INSPECTOR PRIOR TO THE DISTURBANCE.
 3. THE CONTRACTOR WILL FILL OUT "EROSION AND SEDIMENT CONTROL PLAN" INSPECTION AND MAINTENANCE FORM EVERY SEVEN DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT AND/OR A HEAVY SNOW MELT. PROVIDE COPIES OF MAINTENANCE FORM TO EAGLE MOUNTAIN CITY EROSION CONTROL INSPECTOR AND OWNER AT WEEKLY CONSTRUCTION MEETINGS.
 4. THE CONTRACTOR WILL COMPLY WITH THE INSTALLATION AND MAINTENANCE OF THE "BEST MANAGEMENT PRACTICE" (BMP) USED ON THE EROSION AND SEDIMENT CONTROL PLANS UNTIL THE REVEGETATION BOND HAS BEEN 100% RELEASED.
 5. THE CONTRACTOR SHALL OBTAIN THE UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY AND PROVIDE EVIDENCE TO THE CITY AT THE PRE CONSTRUCTION MEETING.
 6. THE CONTRACTOR WILL MAINTAIN STREETS TO BE FREE FROM SOIL AND DEBRIS 24 HOURS PER DAY, SEVEN DAYS A WEEK.
 7. THE CONTRACTOR WILL MAINTAIN THE EROSION CONTROL DEVICES UNTIL THE GROUND COVER HAS BEEN ESTABLISHED.
 8. DUST CONTROL MEASURES WILL BE ON SITE AND IN WORKING ORDER WHEN SOIL IS DISTURBED. DUST CONTROL WILL BE USED 24 HOURS, SEVEN DAYS PER WEEK AS CONDITIONS DICTATE. THE CONTRACTOR WILL INCREASE EQUIPMENT AS NEEDED TO CONTROL DUST.
 9. THE CONTRACTOR WILL PREVENT SEDIMENTS FROM ENTERING UTILITIES BY INSTALLING FILTER FABRIC AROUND STRUCTURES.
 10. VEGETATION WILL BE DISPOSED OF IN ONE OR MORE OF THE FOLLOWING WAYS:
 - HAULING TO APPROVED LAND FILL
 - SHREDDING
 - CHIPPING
 - BURNING WITH APPROVED PERMIT
- BRUSH MAY BE STOCKPILED AT TOES OF FILLS FOR TEMPORARY EROSION CONTROL.
1. REMOVE NATIVE TREES WITHIN AREAS OF DISTURBANCE ONLY.
 2. ALL EXCAVATED MATERIAL MUST BE KEPT WITHIN THE "LIMITS OF MASS GRADING DISTURBANCE".
 3. PLACE GEOTEXTILE STYLE SILT FENCES PRIOR TO ANY EXCAVATIONS INDICATED BY THE EROSION CONTROL DRAWINGS. THE EROSION/SEDIMENTATION CONTROL (E.S.C.) MEASURES SHOWN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED.

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



M CORPORATION

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OFFICE ADDRESS

TITLE	DESCRIPTION
McDONALD'S SITE IMPROVEMENT PLANS	EAGLE MOUNTAIN, UTAH
GENERAL NOTES	

SITE ID	SITE ADDRESS
0043-0330	4248 NORTH 1650 EAST EAGLE MOUNTAIN UTAH

CO.1

GENERAL NOTES

EAGLE MOUNTAIN GENERAL NOTES:

SEWER.

- PIPE BEDDING: 3/4" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
- DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
- SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
- SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
- LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
- MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

WATER-

- VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
- BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
- DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
- SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
- SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
- WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
- WATER CAN: THE WATER CAN FOR 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND 21" INSIDE DIAMETER. WATER CAN FOR 1-1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.
- HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
- LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
- TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS, DO NOT RUN UP VALVE BOXES.
- WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
- VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
- WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.
- WATER MAIN LINE: NO DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED IN THE WATER LINES AND BEND FITTINGS WILL BE REQUIRED. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

STORM DRAIN-

- BEDDING: 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
- ADS: ALL ADS PIPE TO BE "HP" BRAND.
- COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 PSI CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
- MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FEE (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

ROAD SECTION-

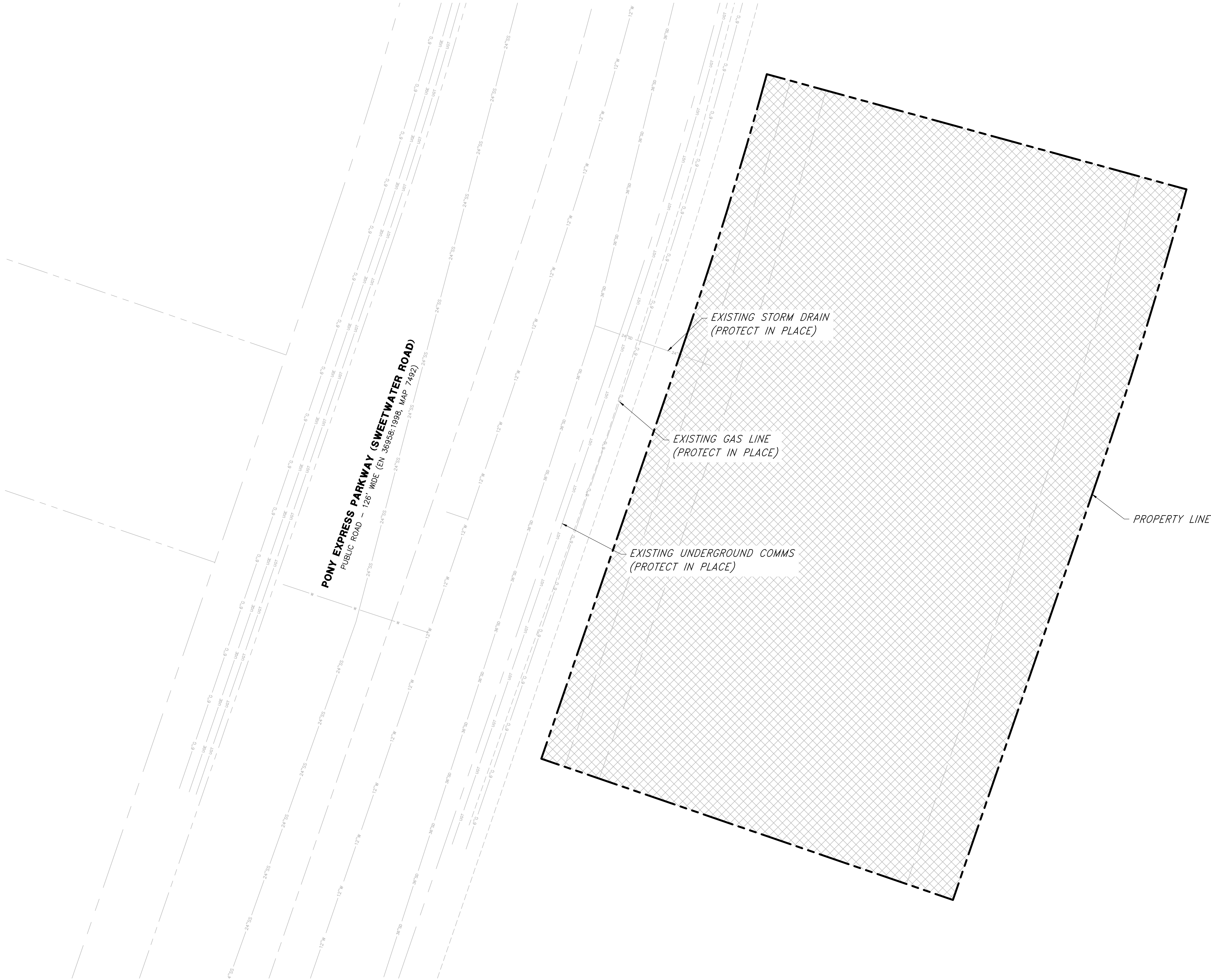
- PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTIONS OF ROAD: I.E. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
- UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROADS, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
- COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 PSI CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 1/2" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 1/4" TO 3/8" DOWN FROM ASPHALT EDGE.

SHEET NO.	TITLE	DRAWN BY		PREPARED FOR			REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH NO. 80305627 09-19-15 JEREMY RICK HANSON	REVISIONS PER CITY REVIEW REVISIONS PER CITY REVIEW REVISIONS PER CITY REVIEW	DP DP DP
	DESCRIPTION	STD ISSUE DATE	—	—	—				
	GENERAL NOTES	REVIEWED BY	—	—	—				
		DATE REVIEWED	—	—	—				
		DATE ISSUED	—	—	—				
	SITE ADDRESS	OFFICE ADDRESS		DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237		REV	DATE	DESCRIPTION	BY
	0437-0330	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH				A	2/10/25		
						B	3/13/25		

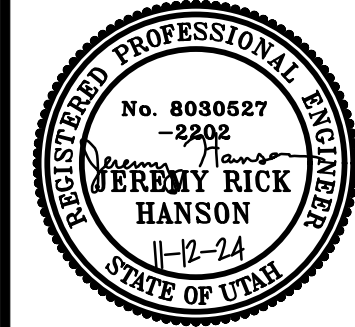
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UTILITY CONTACTS		
WATER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
STORM	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
SEWER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
ELECTRIC POWER	ROCKY MOUNTAIN POWER	801-469-3981
GAS	DOMINION ENERGY– BROOKE SMITH	801-789-1113
TELEPHONE	DIRECT COMMUNICATIONS – MARJORIE CLIFFORD	801-789-2800
HEALTH DEPT.	UTAH COUNTY – BECKY WORLAND	801-851-7525

DEMOLITION PLAN



CLEAR AND GRUB



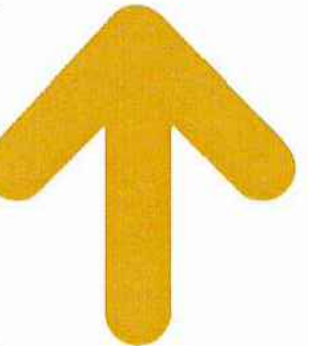
McDONALD'S SITE IMPROVEMENT PLANS
EAGLE MOUNTAIN, UTAH
DEMOLITION PLAN

McDONALD'S CORPORATION
1800 S. WYOMING AVE. SUITE 400
DENVER, CO 80202

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OFFICE ADDRESS
DENVER REGION: 4643 S. ULSTER ST., SUITE 1300, DENVER, CO 80237

SHEET NO.	TITLE	DRAWN BY			
		STD	ISSUE	DATE	
C0.3	McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH DEMOLITION PLAN	—	—	—	—
		DATE	REVIEWED	DATE	ISSUED
43-0330	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH	—	—	—	—
DATE	ISSUED	—	—	—	—
REV	DATE	—	—	—	—
DESCRIPTION	BY	—	—	—	—



PARKING SIGNAGE

- # SITE PLAN NOTES SCHEDULE
- (01) DIGITAL MAIN MENU BOARD—SEE DETAILS SHEET C5.9
 - (02) ORDER HERE CANOPY—SEE DETAIL SHEET C5.2
 - (03) VEHICLE DETECTOR LOOP—SEE DETAILS SHEET C5.8
 - (36) VEHICLE DETECTOR LOOP AT DRIVE—THRU WINDOWS
 - (04) DIGITAL PRE—BROWSE MENU BOARD—SEE DETAILS SHEET C5.9
 - (05) "DOUBLE ARM GATEWAY"/HEIGHT DETECTOR SIGN WITH
"ANY LANE/ANY TIME" SIGN ATTACHED—SEE DETAILS SHEET C5.1
 - (06) 4" CONCRETE FILLED BOLLARD—SEE DETAIL SHEET C5.1
 - (07) DIRECTIONAL SIGN (APPROX. LOCATION), SEE DETAILS, SHEET C5.1
 - (08) MCDelivery ORDER SIGNS (BOLLARD REQUIRED IF PLACED ON ASPHALT)
 - (09) ROLL FORWARD TURN LEFT SIGN—SEE DETAIL THIS SHEET
 - (10) ROLL FORWARD PULL AHEAD SIGN—SEE DETAIL THIS SHEET
 - (11) ROLL FORWARD PICK UP SIGN—SEE DETAIL THIS SHEET
 - (12) MOBILE ORDER SIGNS (BOLLARD REQUIRED IF PLACED ON ASPHALT)—SEE DETAIL THIS SHEET
 - (13) PAINT GRAPHICS WHITE DIRECTIONAL PAINT MARKINGS AROUND SITE
 - (14) ROLL FORWARD DIRECTIONAL ARROW PAVEMENT MARKING (TYP.) SEE DETAIL THIS SHEET
 - (15) ROLL FORWARD 6-INCH YELLOW DASHED STRIPING PER McDONALD'S STANDARDS
 - (16) ROLL FORWARD 8-INCH YELLOW STRIPE PER McDONALD'S STANDARDS
 - (17) 6-INCH YELLOW STRIPING (MERGE POINT) PER McDONALD'S STANDARDS
 - (18) 6-INCH YELLOW STRIPING (TYP.) PER McDONALD'S STANDARDS
 - (19) PAINT GRAPHICS MARKINGS PAINTED PMS123 YELLOW AROUND SITE (TYP.) PER McDONALD'S STANDARDS
 - (20) 8-INCH YELLOW STRIPING (TYP.) PER McDONALD'S STANDARDS

[illegible]

Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

M CORPORATION
KPOC DRWG. 104-8905, LIMS 6051

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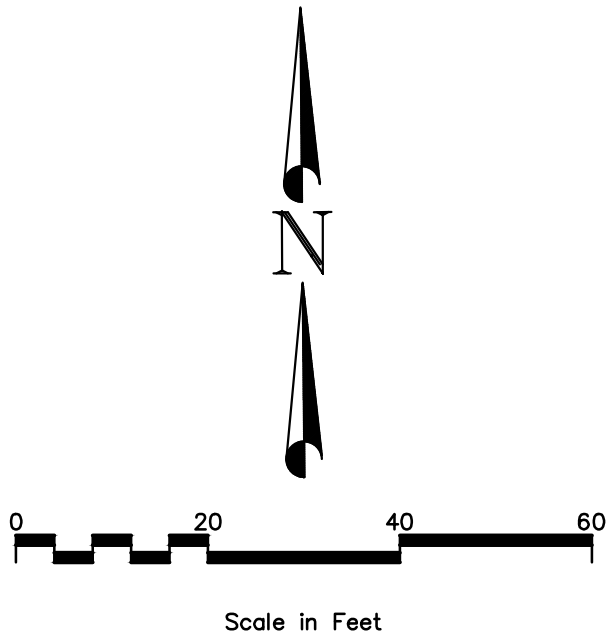
TITLE	DESCRIPTION	SITE ID	SITE ADDRESS	DATE ISSUED	DATE REVIEWED	REVIEWED BY	SID ISSUE DATE	ISSUED BY
McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH	DRIVE-THRU LAYOUT PLAN	04-03-0370	4296 N. NORTH 1650 E. EAGLE MOUNTAIN, UTAH	—	—	—	—	—

C1.1



UTILITY CONTACTS			
WATER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801–789–6671	
STORM	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801–789–6671	
SEWER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801–789–6671	
ELECTRIC POWER	ROCKY MOUNTAIN POWER	801–469–3981	
GAS	DOMINION ENERGY– BROOKE SMITH	801–789–1113	
TELEPHONE	DIRECT COMMUNICATIONS – MARJORIE CLIFFORD	801–789–2800	
HEALTH DEPT.	UTAH COUNTY – BECKY WORLAND	801–851–7525	

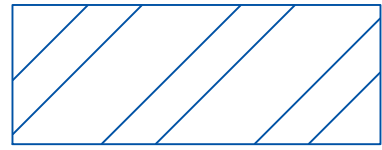
LITTER CLEANUP PLAN



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND SURVEY TIES AND/OR EXISTING UTILITY DRAWINGS AND VERBAL EXPLANATIONS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT POSITION INDICATED, ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION MADE AVAILABLE TO HIM. BEFORE DIGGING, CONTACT EACH UTILITY ENTITY SO THAT THEY MAY MARK THEIR LOCATIONS ON THE GROUND.

ITEM	DESCRIPTION	SCHEDULE
DUMPSTER	COLLECTED BY WASTE MANAGEMENT COMPANY AS NEEDED.	TYPICALLY 2x-3x WEEK AS NEEDED PER VOLUME.
EXTERNAL TRASH CAN	EMPLOYEES INSPECT AND EMPTY EXTERNAL TRASH CANS AS NEEDED. EXACT LOCATION DETERMINED BY OWNER.	EMPTIED AS NEEDED. MINIMUM OF 1x PER DAY. HOURLY SITE CHECKS PERFORMED BY CREW MEMBERS FOR FILLED RECEPTACLES.
SITE INSPECTION & CLEAN UP	CREW MEMBERS TO WALK SITE AND INSPECTION FOR DEBRIS.	HOURLY SITE CHECKS PERFORMED BY CREW MEMBER FOR DEBRIS.
INTERIOR REFUSE	INTERIOR KITCHEN REFUSE IS COLLECTED AND TEMPORARILY STORED IN BINS INSIDE RESTAURANT. FILLED BINS ARE TRANSPORTED TO THE EXTERIOR DUMPSTER ON A AS NEEDED BASIS. NO REFUSE IS TEMPORARILY STORED ON THE EXTERIOR OUTSIDE OF THE DUMPSTER.	COMPLETED AS NEEDED. MINIMUM OF 2x PER DAY.
INTERIOR CUSTOMER RECEPTACLES	INTERIOR CUSTOMER WASTE RECEPTACLES ARE INSPECTED AND EMPTIED BY CREW MEMBERS AS NEEDED. A MINIMUM OF 2 RECEPTACLES ARE PROVIDED IN LOBBY. EXACT LOCATION DETERMINED BY OWNER.	COMPLETED AS NEEDED. MINIMUM OF 2x PER DAY. HOURLY LOBBY CHECKS BY CREW MEMBERS ARE PERFORMED FOR FILLED WASTE RECEPTACLES.



LITTER CLEAN UP AREA



Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000


McGraw-Hill CORPORATION
 KXOC DRIVE • OAK BROOK, ILLINOIS 60057
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OFFICE ADDRESS

PREPARED FOR:	THESE DRAWINGS PROPERTY OF WITHOUT THE FOR USE AND ARE NOT USE OF THESE THE SERVICE OF THE CON	OFFICE ADDRESS
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STD ISSUE DATE	-
REVIEWED BY	-
DATE REVIEWED	-
DATE ISSUED	

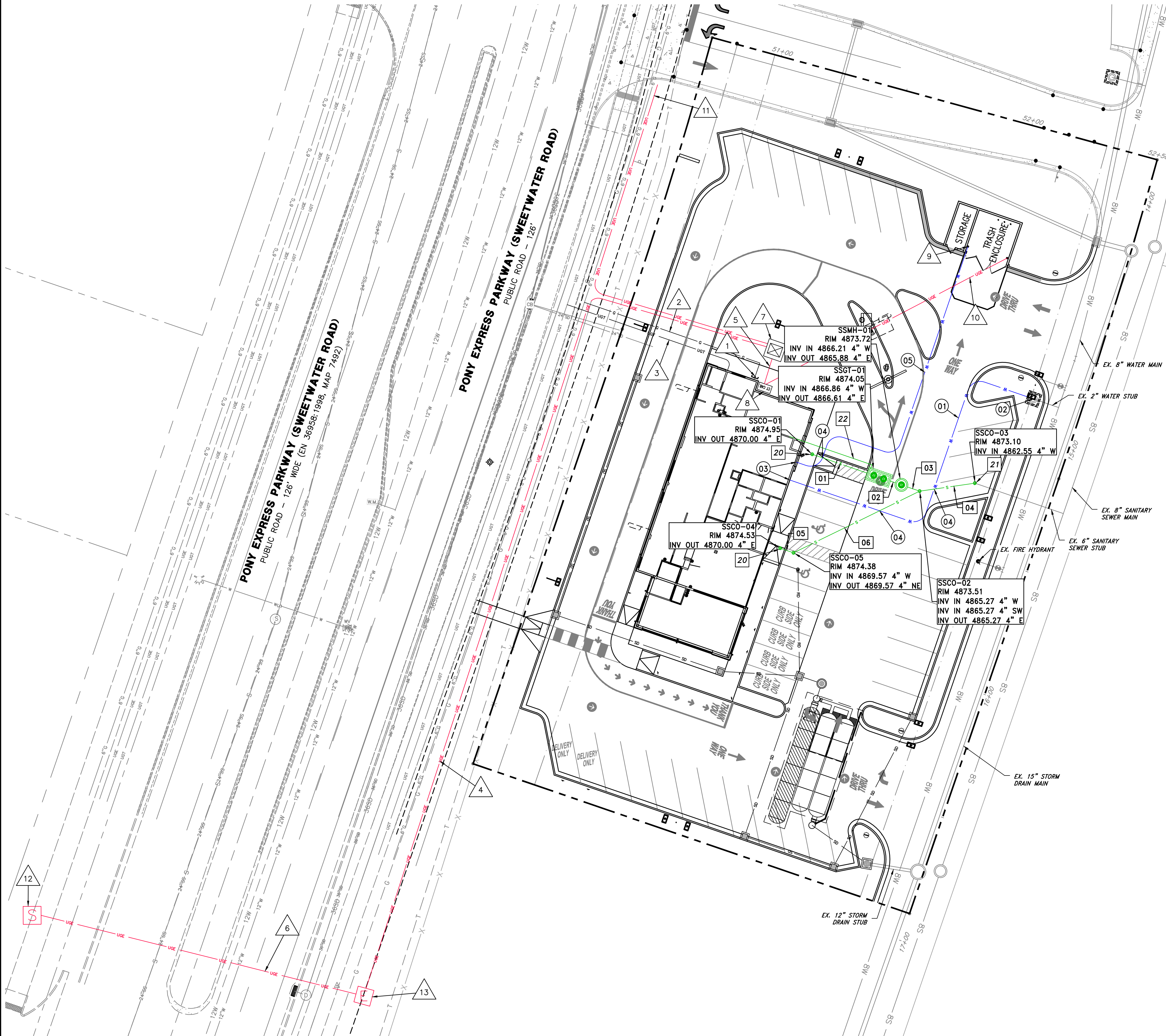
MOVEMENT PLANS
AH

TITLE	DESCRIPTION	SITE ID	SITE ADDRESS
McDONALD'S SITE IMPROVEMENTS EAGLE MOUNTAIN, UT	LITTER CLEANUP PLAN		

C1.2

OFFICE ADDRESS
DENVER REGION: 4643 S. ILLSTER ST. SUITE 1300 DENVER CO 80237

path: P:\McDONALDS\Utah\Eagle Mountain\TOWN CENTER 43-0330\DESIGN\CAD\SHEET FILES\ file name: C2.0 UTILITY PLAN.dwg | plot date: March 13, 2025 | plotted by: GarrisonGalley



SEWER CALLOUTS

- 20 CONNECT TO BUILDING SEWER STUB APPROXIMATELY 5' OUTSIDE OF BUILDING. INSTALL CLEANOUT AT CONNECTION LOCATION. FIELD VERIFY BUILDING INVERT AND CONTACT DOMINION ENGINEERING IF SIGNIFICANTLY DIFFERENT. SEE BUILDING PLUMBING PLANS FOR CONTINUATION.
- 21 CONNECT TO EXISTING SEWER STUB
- 22 INSTALL 35 LF± OF 3" PVC SEWER VENT PIPE. SEE PLUMBING PLANS FOR CONTINUATION AT BUILDING FACE.

UTILITY PLAN NOTES

- CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- WATER CONSTRUCTION SHALL ADHERE TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS AND WHEN NOT PRESENT TO APWA STANDARDS AND SPECIFICATIONS.
- SANITARY SEWER CONSTRUCTION SHALL ADHERE TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS AND WHEN NOT PRESENT TO APWA STANDARDS AND SPECIFICATIONS.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND SURVEY TIES AND/OR EXISTING UTILITY DRAWINGS AND VERBAL EXPLANATIONS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT POSITION INDICATED, ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION MADE AVAILABLE TO HIM. BEFORE DIGGING, CONTACT EACH UTILITY ENTITY SO THAT THEY MAY MARK THEIR LOCATIONS ON THE GROUND.

UTILITY CALLOUTS

- 1 INSTALL EXTERNAL GAS METER (APPROXIMATE LOCATION)
- 2 INSTALL 72± L.F. OF GAS LINE PER DOMINION ENERGY GAS STANDARDS TO CONNECTION POINT AT EXIST. GAS MAIN (APPROXIMATE LOCATION). CONTRACTOR TO FIELD VERIFY EXACT LOCATION, TYPE OF EXISTING GAS LINE (SIZE DETERMINED BY DOMINION ENERGY GAS) BEFORE NEW LINE TO BUILDING IS INSTALLED.
- 3 INSTALL 65± L.F. OF 2" COMMUNICATION CONDUIT PER CENTURY LINK COMMUNICATIONS STANDARDS & SPECIFICATIONS
- 4 INSTALL 340± L.F. OF 6" UNDERGROUND POWER SERVICE CONDUIT FROM GROUNDSLEEVE BOX TO NEW TRANSFORMER.
- 5 INSTALL 4 - 4" CONDUITS FOR A TOTAL OF 98± L.F. OF UNDERGROUND POWER SERVICE CONDUIT FROM CT CABINET TO NEW TRANSFORMER. INSTALL CONDUIT TO THE BUILDING FOR POWER ON ALL DIRECTIONAL SIGNS AND MONUMENT SIGN-TYPICAL
- 6 EXISTING CONDUIT TO NEW GROUNDSLEEVE BOX.
- 7 CONTRACTOR TO PROVIDE PADVAULT FOR 3ph PADMOUNT TRANSFORMER PER RMP STANDARDS & SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH ROCKY MOUNTAIN POWER.
- 8 NEW CT CABINET. CONTRACTOR TO PROVIDE PER ROCKY MOUNTAIN POWER STANDARDS & SPECIFICATIONS
- 9 FREEZELESS YARD HYDRANT WITH THREADED WATER CONNECTION
- 10 1" PVC CONDUIT FOR POWER TO TRASH ENCLOSURE
- 11 INSTALL 142± L.F. 6" UNDERGROUND POWER SERVICE CONDUIT FROM TRANSFORMER TO ACCESS DRIVE FOR FUTURE USE. CAP CONDUIT 2' FROM CURB.
- 12 EXISTING SECTIONALIZER
- 13 PROPOSED GROUND SLEEVE BOX, CONTRACTOR TO PROVIDE EXCAVATION, COORDINATE WITH ROCKY MOUNTAIN POWER

WATER CALLOUTS

- 01 INSTALL 153± L.F. OF 2" POLYETHYLENE WATERLINE WITH ALL THE NECESSARY BENDS AND CONNECTIONS
- 02 INSTALL 2" WATER METER IN EXISTING VAULT PER EAGLE MOUNTAIN CITY STANDARD DRAWING NO. 4. CONNECT TO EX. WATER STUB.
- 03 SEE PLUMBING PLANS FOR CONTINUATION OF WATERLINE
- 04 WATER/SEWER CROSSING - MAINTAIN MIN. 18" OF VERTICAL SEPARATION ABOVE SEWER
- 05 INSTALL 156± L.F. OF 3/4" POLYETHYLENE WATERLINE WITH ALL THE NECESSARY BENDS AND CONNECTIONS FROM BUILDING TO YARD HYDRANT IN TRASH ENCLOSURE

SEWER PIPE CALLOUTS

- 01 INSTALL 23.0 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 13.77%
- 02 INSTALL 3.1 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 13.09%
- 03 INSTALL 5.5 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 11.20%
- 04 INSTALL 21.6 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 12.68%
- 05 INSTALL 5.4 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 7.97%
- 06 INSTALL 54.2 LF± OF 4" PVC SDR-35 SEWER PIPE. SLOPE AT 7.97%

SEWER STRUCTURE CALLOUTS

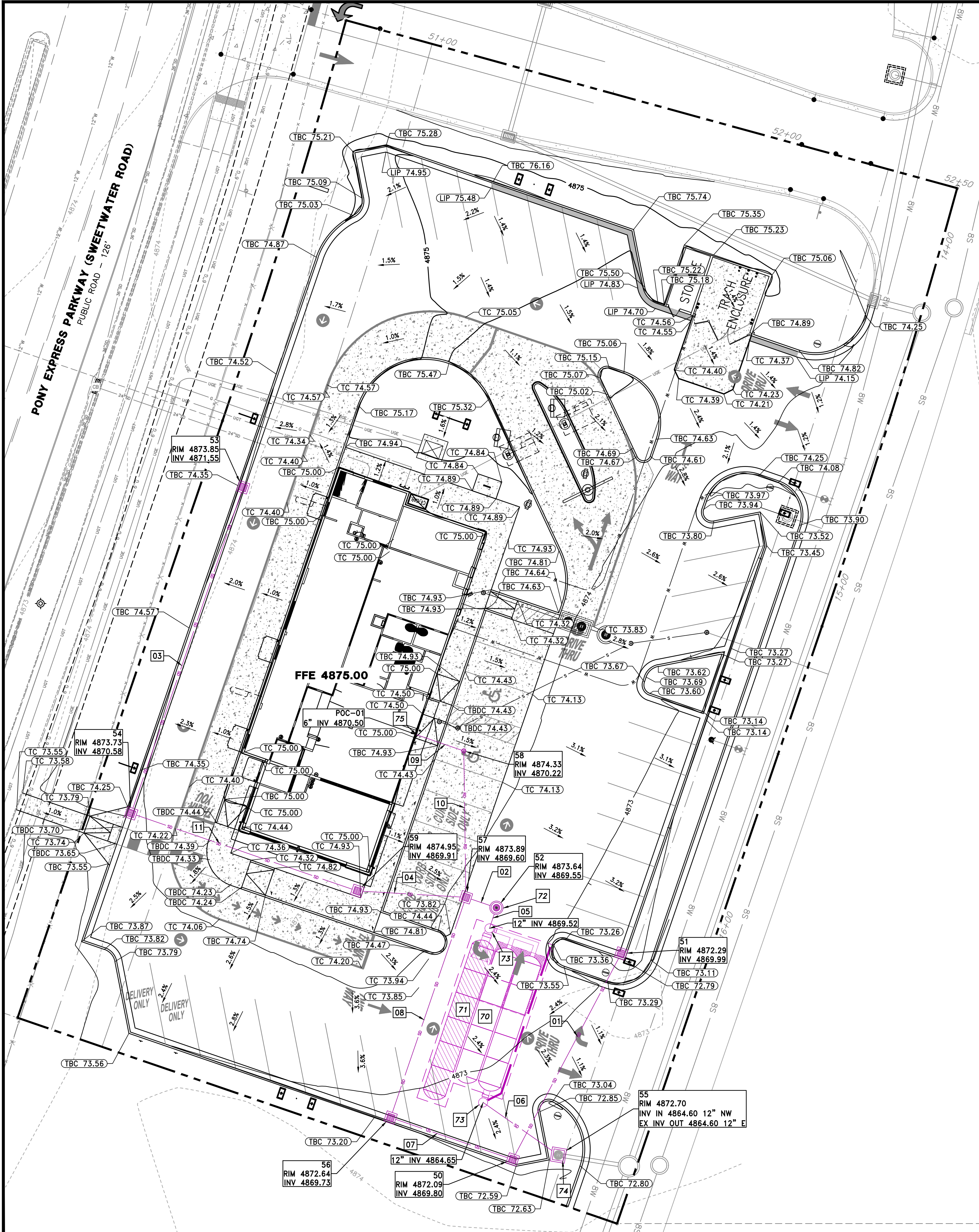
NAME

- SSCO-01 INSTALL 4" SEWER CLEANOUT PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL C
- SSCO-02 INSTALL 4" SEWER CLEANOUT PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL C
- SSCO-03 INSTALL 4" SEWER CLEANOUT PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL C
- SSCO-04 INSTALL 4" SEWER CLEANOUT PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL C
- SSCO-05 INSTALL 4" SEWER CLEANOUT PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL C
- SSGT-01 INSTALL OIL AND GREASE SEPARATOR PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.SEE DETAILS SHEET C5.5 DETAIL A
- SSMH-01 INSTALL 4' DIA. CONC. SEWER SAMPLING MANHOLE PER APWA STANDARDS. SEE PLAN FOR INVERT AND RIM ELEVATIONS.



SHEET NO.	TITLE	DRAWN BY	STD	ISSUE DATE	REVIEWED BY	DATE REVIEWED	DATE ISSUED	SITE ID	SITE ADDRESS	OFFICE ADDRESS	DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237	BY	REV	DATE	DESCRIPTION	REVISIONS PER CITY REVIEW	REVISIONS PER CITY REVIEW	DP	DP	
C2.0	McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH UTILITY PLAN							043-0330	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH											

path: P:\McDONALD\Utah\Eagle Mountain\TOWN CENTER 43-0330\0\DESIGN\CAD\SHEET FILES\ file name: C3.0 GRADING PLAN.dwg | plot date: March 13, 2025 | plotted by: GarrisonGalley



STORM DRAIN PIPE CALLOUTS

- 01 INSTALL 65.2 LF± OF 12" CLASS III RCP. SLOPE AT 0.29%
- 02 INSTALL 9.0 LF± OF 12" CLASS III RCP. SLOPE AT 0.50%
- 03 INSTALL 96.6 LF± OF 12" CLASS III RCP. SLOPE AT 1.00%
- 04 INSTALL 30.5 LF± OF 12" CLASS III RCP. SLOPE AT 1.02%
- 05 INSTALL 6.1 LF± OF 12" CLASS III RCP. SLOPE AT 0.50%
- 06 INSTALL 25.7 LF± OF 12" CLASS III RCP. SLOPE AT 0.20%
- 07 INSTALL 36.2 LF± OF 12" CLASS III RCP. SLOPE AT 0.20%
- 08 INSTALL 65.2 LF± OF 12" CLASS III RCP. SLOPE AT 0.20%
- 09 INSTALL 14.1 LF± OF 6" PVC SLOPE AT 2.00%
- 10 INSTALL 41.0 LF± OF 6" PVC SLOPE AT 1.51%
- 11 INSTALL 67.0 LF± OF 12" CLASS III RCP. SLOPE AT 1.00%

STORM DRAIN STRUCTURE CALLOUTS

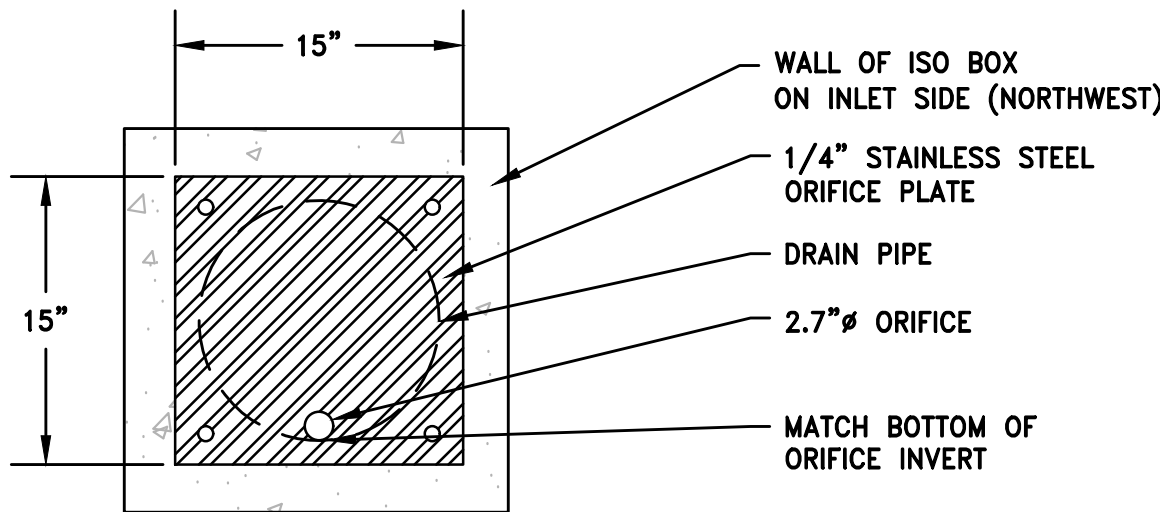
- 50 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM SEE PLAN: INV 4869.80
- 51 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM SEE PLAN: INV 4869.99
- 52 INSTALL ADS BARRACUDA MAX S3 PER MANUFACTURER'S SPECIFICATIONS. SEE DETAIL SHEET C3.3. RIM 4873.64 : INV 4869.55
- 53 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM SEE PLAN: INV 4871.55
- 54 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM SEE PLAN: INV 4870.58
- 55 INSTALL 3'X3' (INSIDE DIMENSIONS) CONCRETE ISO BOX WITH SNOOT PER EAGLE MOUNTAIN CITY STANDARD DRAWING NO. 18 & 19 - SEE DETAIL B/C5.5 RIM 4872.70 : INV 4864.60
- 56 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM SEE PLAN: INV 4869.73
- 57 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM 4873.89 : INV 4869.60
- 58 INSTALL STORM DRAIN CLEANOUT PER APWA STANDARDS RIM 4874.33 : INV 4870.22
- 59 INSTALL 2'X2' (INSIDE DIMENSIONS) CONCRETE CATCH BASIN WITH H-20 RATED FRAME AND GRATE PER APWA STANDARDS RIM 4874.95 : INV 4869.91

STORM DRAIN CALLOUTS

- 70 INSTALL ADS STORMTECH DETENTION SYSTEM PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHEET C3.2
- 71 ADS STORMTECH ISOLATION ROW - SECONDARY WATER QUALITY TREATMENT
- 72 ADS BARRACUDA MAX S3 - PRIMARY WATER QUALITY TREATMENT
- 73 INSTALL 30" ADS NYOPLAST PER MANUFACTURER'S SPECIFICATIONS - SEE DETAIL SHEET C3.2
- 74 CONNECT TO EXISTING STORM DRAIN STUB WITH ISO BOX. INSTALL 2.7" DIAMETER ORIFICE PLATE ON INLET OF ISO BOX #55 TO RESTRICT FLOW - SEE DETAIL A THIS SHEET.
- 75 SEE PLUMBING PLANS FOR CONTINUATION OF ROOF DRAIN LINE

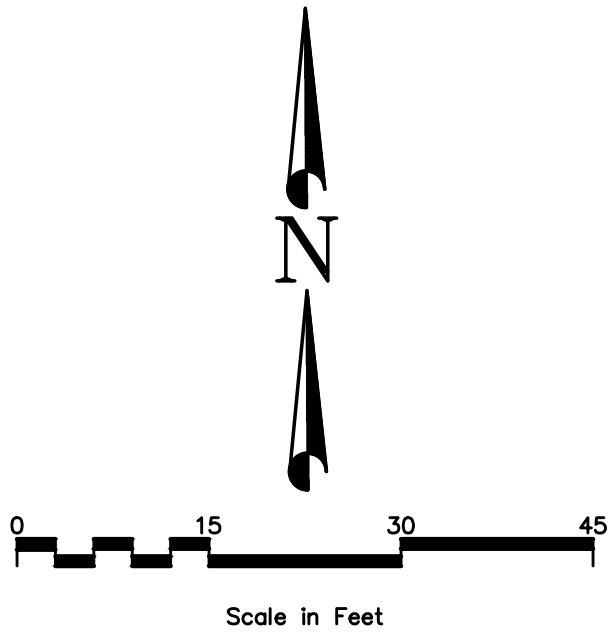
GRADING NOTES

- SLOPES NOT TO EXCEED 3:1.
- ALL EARTHWORK SHALL COMPLY WITH THE GEOTECHNICAL INVESTIGATION PREPARED BY UES, PROJECT NO. 4430.2300027 DATED JANUARY 22, 2024. SEE FOR ADDITIONAL INFORMATION ABOUT THE SITE SOIL CONDITIONS AND PAVEMENT SPECIFICATIONS.
- CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- GRADING AND DRAINAGE CONSTRUCTION SHALL ADHERE TO APWA STANDARDS AND SPECIFICATIONS.



A ORIFICE PLATE DETAIL

SCALE: NTS



UTILITY NOTE

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REGISTERED PROFESSIONAL ENGINEER
No. 8080027
JERRY RICK HANSON
2/2/25
STATE OF UTAH

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

PREPARED FOR:
M CORPORATION
KNOX DRIVE - JAY BROOK, UTAH 84051

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OFFICE ADDRESS:
DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237

DRAWN BY:
STD ISSUE DATE:
REVIEWED BY:
DATE REVIEWED:
DATE ISSUED:
-

TITLE
McDONALD'S SITE IMPROVEMENT PLANS
EAGLE MOUNTAIN, UTAH
GRADING AND DRAINAGE PLAN

SHEET NO.
C3.0

DESCRIPTION

SITE ID
043-0351

SITE ADDRESS
4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH

REVISIONS PER CITY REVIEW
8 3/12/25
A 2/10/25

REVISIONS PER CITY REVIEW
BY
DATE
REV

Land Use	%	C	Area (sf)
Roof	8	0.95	3,690
Paved	70	0.95	32,048
Landscaped	22	0.2	10,363
		0.78	

(390)

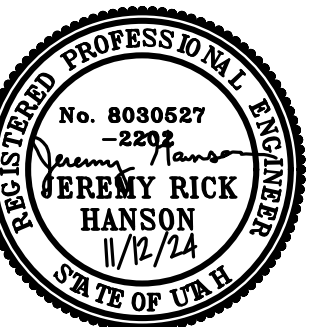
Diameter =	2.7	inches
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Restriction Rate (cfs/ac)	0.40
Total Area (ac)	1.06
Total Area (sf)	46,102
Infiltration rate (in/hr)	0
Infiltration surface length (ft)	0.0
Infiltration surface width (ft)	0.0

Land Use	%	C	Area (sf)
Roof	8	0.95	3,690
Paved	70	0.95	32,048
Landscaped	22	0.2	10,363
		0.78	

Lapsed Time (min)	Rainfall Intensity (in/hr)	Accumulated Rainfall (in)	Accumulated Flow (cf)	Allowable Discharge (cf)	Infiltration Discharge (cf)	Required Storage (cf)
15	3.81	0.95	2,858	381	0	2,477
30	2.56	1.28	3,843	762	0	3,081
60	1.59	1.59	4,773	1,524	0	3,249
120	0.86	1.71	5,133	3,048	0	2,085
180	0.57	1.71	5,133	4,572	0	561
360	0.30	1.82	5,464	9,144	0	-3,680
720	0.17	2.04	6,124	18,288	0	-12,164
1440	0.09	2.15	6,454	36,576	0	-30,122

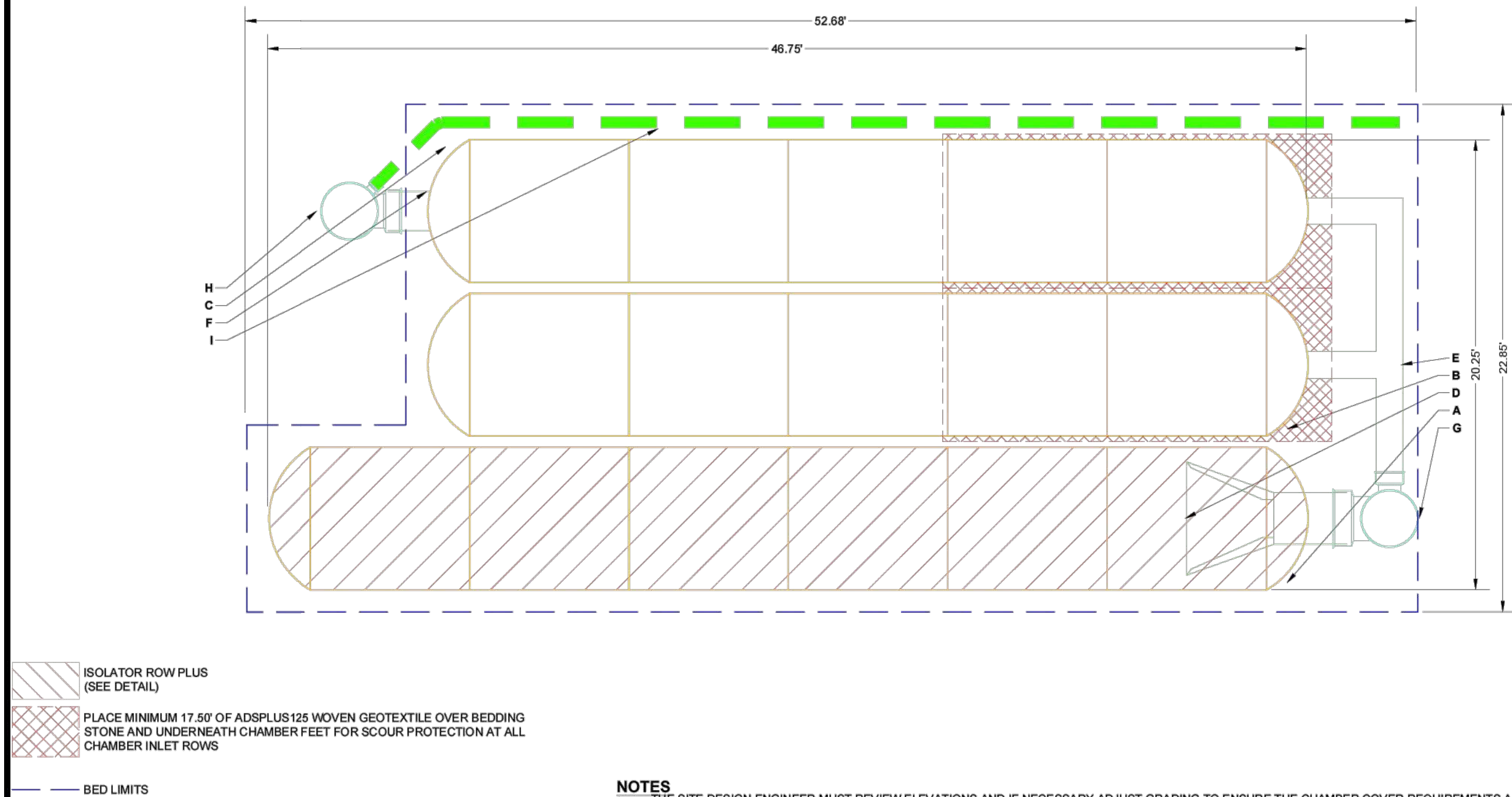
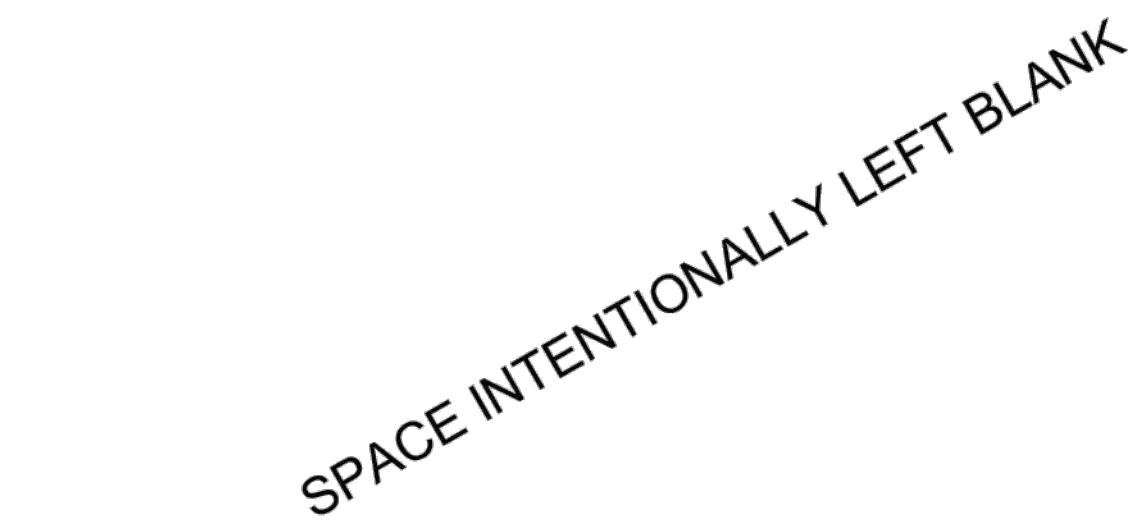
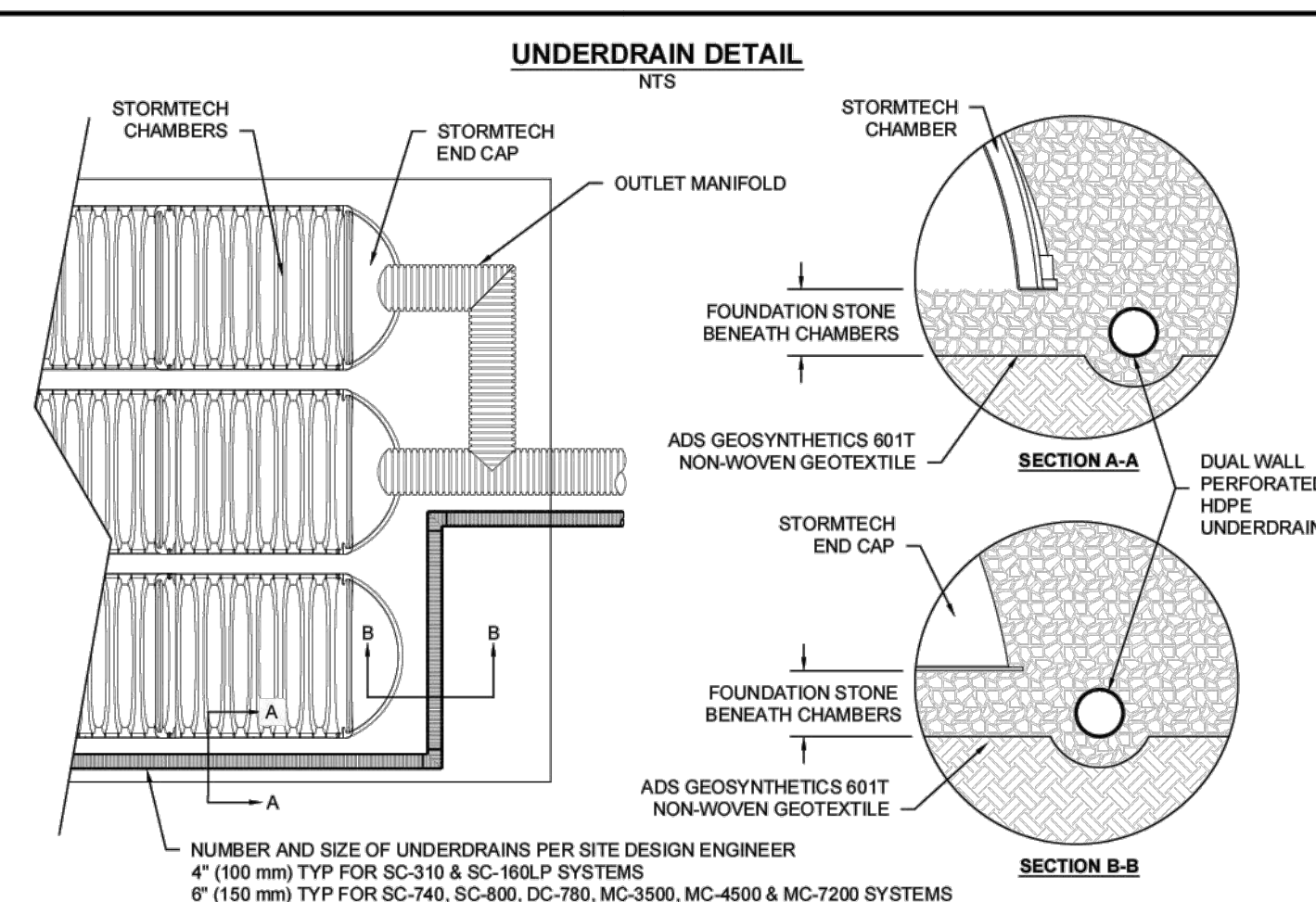
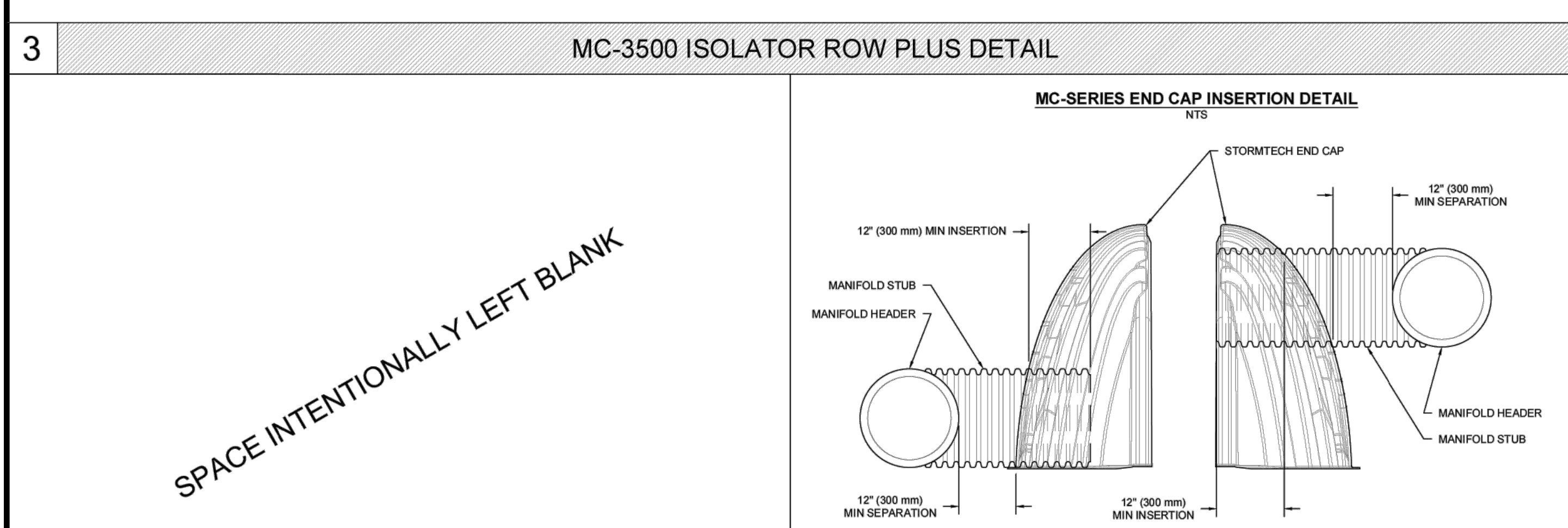
Required detention storage (cf)	3,249	Detention Provided (cf)	3,639
Unit storage per acre (cf/ac)	3,070		
Allowable release rate (cfs)	0.42		



WILLIAMS CORPORATION
KROC DRIVE - OAK BROOK, ILLINOIS 60521
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PROPOSED LAYOUT		CONCEPTUAL ELEVATIONS:				INVERT ABOVE BASE OF CHAMBER		
				PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT	MAX FLOW
16	STORMTECH MC-3500 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAYEMENT/UNPAVED):	12.75					
6	STORMTECH MC-3500 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	8.25					
12	STONE ABOVE (R)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	6.25	PREFABRICATED END CAP	A	24" BOTTOM COLORED END CAP, PART# MC3500EP24BC / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.06'	
12	STONE BELOW (R)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAYEMENT):	6.25	PREFABRICATED END CAP	B	12" TOP COLORED END CAP, PART# MC3500EP12TC / TYP OF ALL 12" TOP CONNECTIONS	2.06'	
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAYEMENT):	6.25	PREFABRICATED END CAP	C	18" BOTTOM COLORED END CAP, PART# MC3500EP18BC / TYP OF ALL 18" BOTTOM CONNECTIONS	2.38'	
3640	PERIMETER STONE VOLUME (C) (PERIMETER STONE INCLUDED) COVER STONE INCLUDED (BASE STONE INCLUDED)	TOP OF STONE	4.75					
		TOP OF MC-3500 CHAMBER:	4.75					
		12" X 12" TOP MANHOLE INVERT:	3.20	MC FLAMP	D	INSTALL FLAMP ON 24" ACCESS PIPE / PART# MCFLAMP		
1160	SYSTEM AREA (SF)	18" ISOLATOR ROW PLUS INVERT:	3.20	MANHOLE	E	12" X 12" TOP MANHOLE, ADS N-12	26.36'	
1151	SYSTEM PERIMETER (R)	18" BOTTOM OF MC-3500 CHAMBER:	1.16	PIPE CONNECTION	F	18" BOTTOM CONNECTION	1.77'	
		UNDERDRAIN INVERT:	0.00	1.00" DIPLAST (W/LET W/ ISO PLUS ROW)	G	30" DIAMETER (24" OD) SUMP MN		3.7 CFS IN
		UNDERDRAIN:	0.00	1.00" DIPLAST (OUTLET)	H	30" DIAMETER (DESIGN BY ENGINEER)		4.0 CFS OUT
		BOTTOM OF STONE:	0.00			6. ADS N-12 (24" DIA) W/ PREFABRICATED HPDF UNDERPAMENT		

[illegible]

MC-3500 TECHNICAL SPECIFICATION

NTS

INSTALLMENT DIMENSIONS:

- Installed Width: 86.0" (2184 mm)
- Actual Length: 90.0" (2286 mm)
- Installed Height: 22.2" (564 mm)
- Height at Foot: 25.7" (653 mm)

CROSS SECTIONAL DIMENSIONS:

- Top Flange: 45.0" (1143 mm) x 77.0" (1956 mm)
- Bottom Flange: 45.0" (1143 mm) x 75.0" (1905 mm)
- Web Thickness: 45.0" (1143 mm) x 22.2" (564 mm)

NOMINAL CHAMBER SPECIFICATIONS		SIZE (W X H INSTALLED LENGTH)		CHAMBER STORAGE	
MINIMUM INSTALLED STORAGE*				WEIGHT	
77.0" X 45.0" X 96.0"	(1956 mm X 1143 mm X 2184 mm)	108.0 CUBIC FEET	(3.11 m³)	175.0 CUBIC FEET	(4.98 m³)
		134 lbs.	(60.8 kg)		

NOMINAL END CAP SPECIFICATIONS		SIZE (W X H INSTALLED LENGTH)		END CAP STORAGE	
MINIMUM INSTALLED STORAGE*				WEIGHT	
75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)	14.0 CUBIC FEET	(0.42 m³)	45.1 CUBIC FEET	(1.28 m³)
		49 lbs.	(22.2 kg)		

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION, 6" SPACING BETWEEN CHAMBERS, 6" (152 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A WELDED CROWN PLATE END WITH "C"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC3500IEPP06T	6" (150 mm)	33.21" (844 mm)	—
MC3500IEPP06B	—	—	0.66" (17 mm)
MC3500IEPP08T	8" (200 mm)	31.16" (791 mm)	—
MC3500IEPP08B	—	—	0.81" (21 mm)
MC3500IEPP10T	10" (250 mm)	29.04" (738 mm)	—
MC3500IEPP10B	—	—	0.93" (24 mm)
MC3500IEPP12T	12" (300 mm)	26.36" (670 mm)	—
MC3500IEPP12B	—	—	1.35" (34 mm)
MC3500IEPP14T	14" (350 mm)	23.39" (594 mm)	—
MC3500IEPP14B	—	—	1.50" (38 mm)
MC3500IEPP16T	16" (400 mm)	20.03" (509 mm)	—
MC3500IEPP16B	—	—	1.77" (45 mm)
MC3500IEPP18T	18" (450 mm)	14.48" (368 mm)	—
MC3500IEPP18B	—	—	2.06" (52 mm)
MC3500IEPP20T	20" (500 mm)	—	2.75" (70 mm)
MC3500IEPP24T	24" (600 mm)	—	—
MC3500IEPP24B	—	—	—
MC3500IEPP24W	30" (750 mm)	—	—
MC3500IEP30BC	—	—	—

DETAILS:

- B:** Stub at bottom of end cap.
- T:** Stub at top of end cap.
- C:** End cap with welded crown plate.

CUSTOM PRECURED INVERTS ARE AVAILABLE UPON REQUEST.
 INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-3500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 16" (260 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

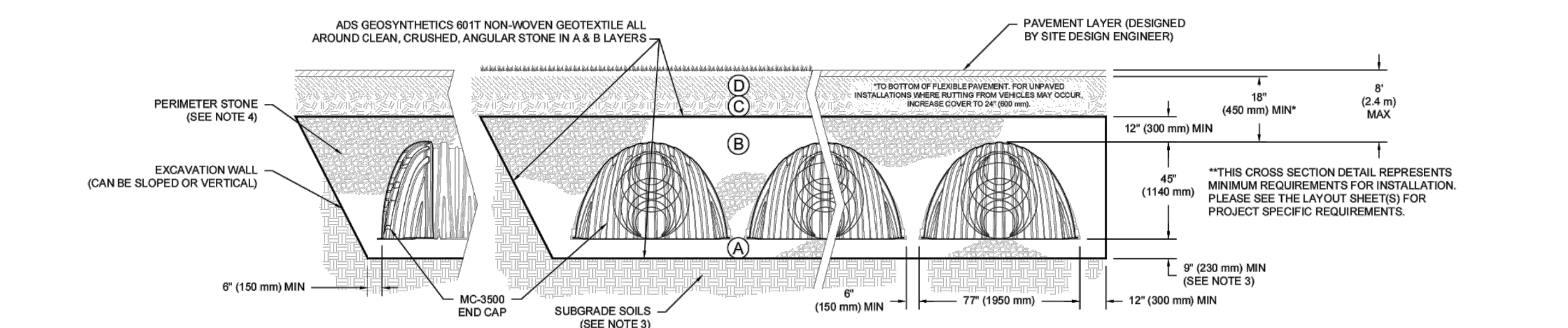
NOTE: ALL DIMENSIONS ARE NOMINAL

2	MC-3500 TECHNICAL SPECIFICATION
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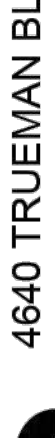
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS				
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEERS' PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (600 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL, AND 98% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE ²	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE ²	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

PLEASE NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M33) STONE".
2. STORMWATER COMPACTION REQUIREMENTS ARE MET FOR "X" LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 8" (230 mm) (MAX) LIFTS USING TWO FULL COVERS WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER "C" IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER "D" UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOLIDS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER "C" OR "D" AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS "A" OR "B" THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".

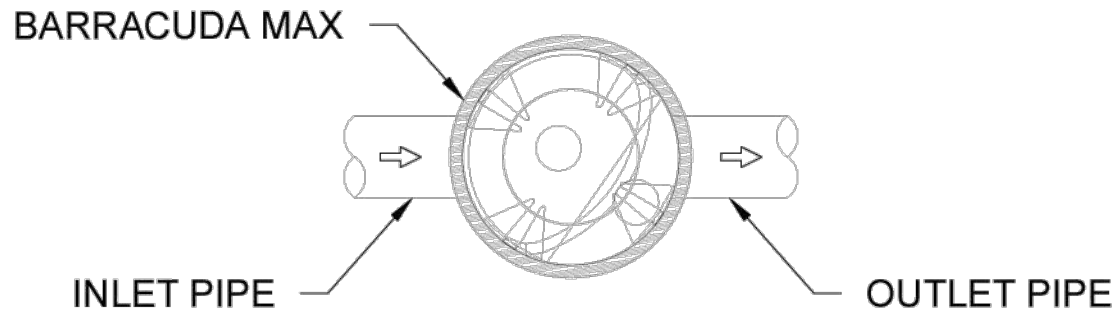


1	MC-3500 CROSS SECTION DETAIL
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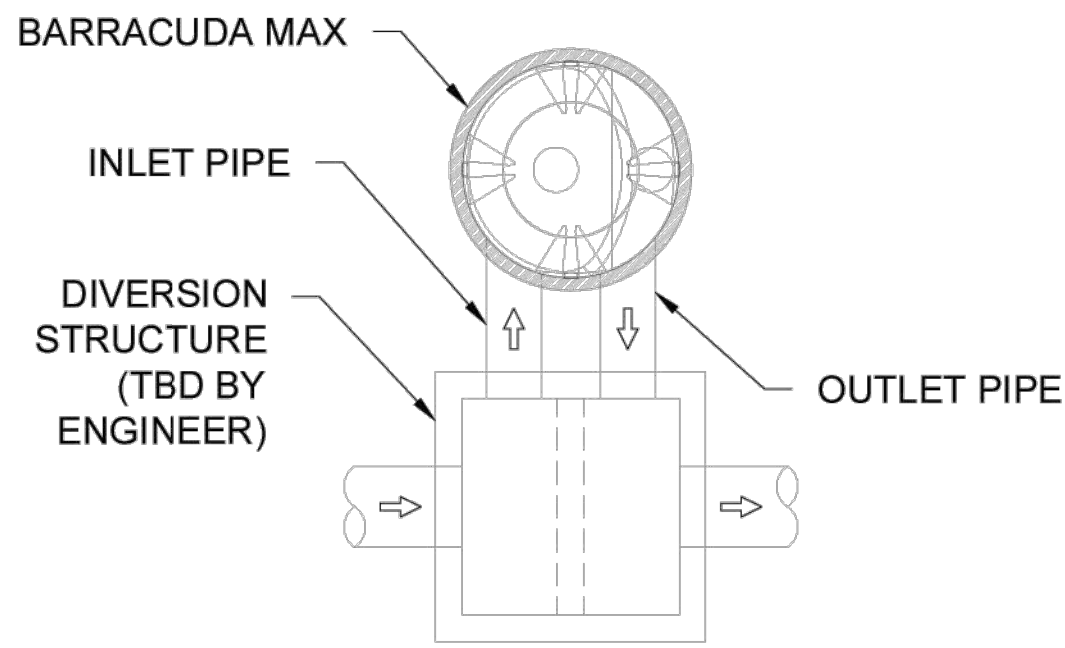
SHEET 1 OF 1	 4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473	 StormTech® Chamber System 1-800-421-6710 WWW.STORMTECH.COM	MCDONALD'S TOWN CENTER COPY EAGLE MTN, UT, USA	DRAWN: UU	DATE: 11/07/2024
				CHECKED: N/A	PROJECT #:
				REV:	NOT TO SCALE
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS/STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD (EOR) OR OTHER PROJECT REPRESENTATIVE. THIS DRAWING IS NOT INTENDED FOR USE IN BIDDING OR CONSTRUCTION WITHOUT THE EOR'S PRIOR APPROVAL. EOR SHALL REVIEW THIS DRAWING PRIOR TO BIDDING AND/OR CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.					
SHEET NO.	TITLE		DRAWN BY	PREPARED FOR:	MCDONALD'S TOWN CENTER COPY
	MCDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH				
C3.2	DESCRIPTION	STD ISSUE DATE		M CORPORATION KOC DRIVE • OAK BROOK, ILLINOIS 60021	No. 8030527 2203 JEREMY RICK HANSON 11/2/14 REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH
		REVIEWED BY			
	DRAINAGE DETAILS – STORMTECH	DATE REVIEWED			
		DATE ISSUED			
	SITE ID 043-0330	DATE			
	SITE ADDRESS 04248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH	OFFICE ADDRESS 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237		REV	DATE
					DESCRIPTION

BARRACUDA MAX MINIMUM RIM TO INVERT OUT	
MODEL	INCH (MM)
S3	36 (914)
S4	36 (914)
S6	39 (991)
S8	41 (1041)

THE S3, S4, S6, AND S8 CAN BE INSTALLED IN A STANDARD 36" (900 mm), 48" (1200 mm), 72" (1800 mm), AND 96" (2400 mm) PRECAST MANHOLE, RESPECTIVELY. THE S3 AND S4 CAN BE PROVIDED FACTORY INSTALLED WITHIN A 36" (900 mm) AND 48" (1200 mm) ADS HP MANHOLE AND DELIVERED TO THE JOBSITE.



ONLINE CONFIGURATION

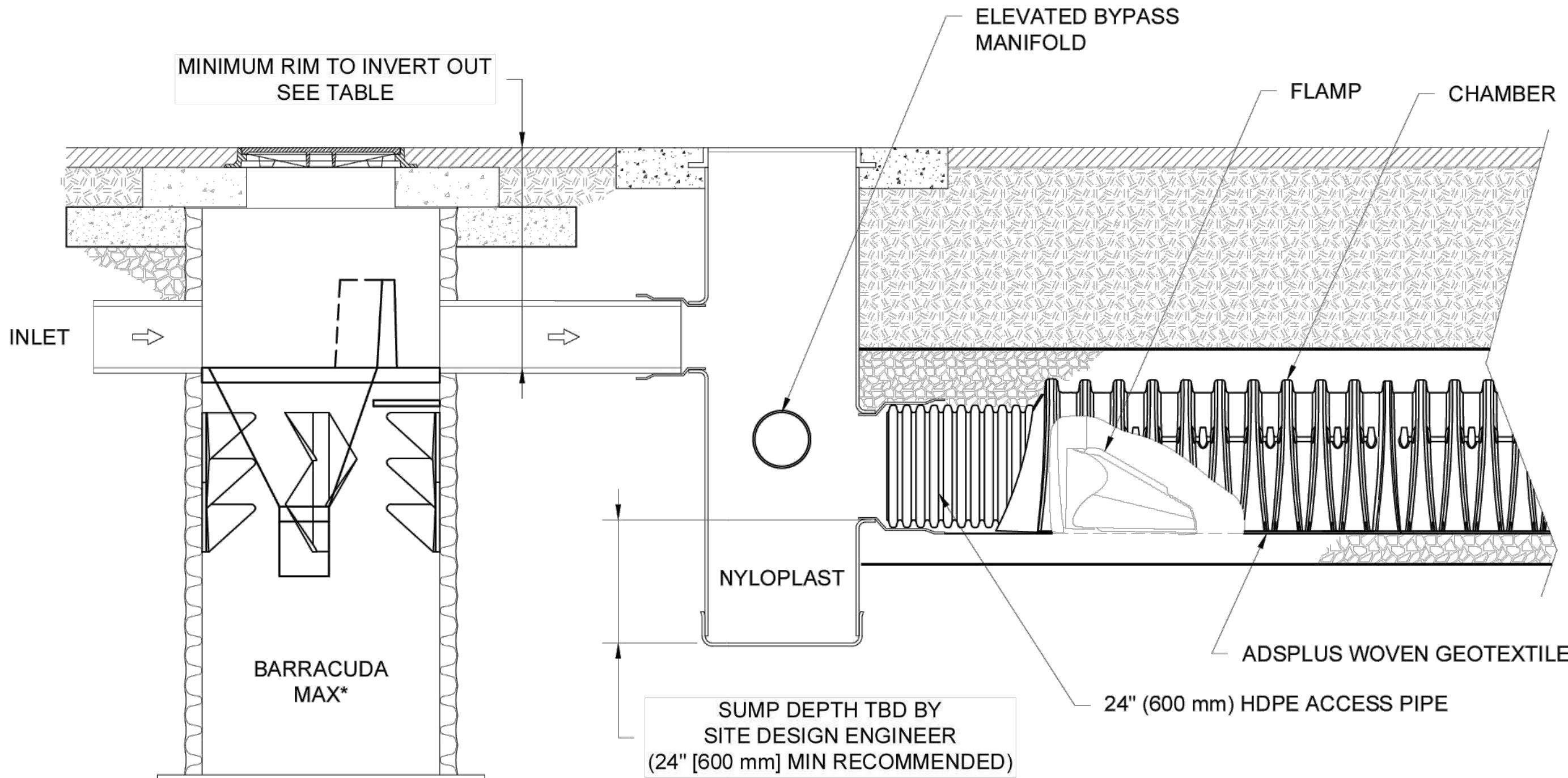


OFFLINE CONFIGURATION

ISOLATOR ROW PLUS FLOW RATES			
CHAMBER MODEL	SURFACE LOADING RATE GPM/FT² (L/S/m²)	EFFECTIVE FILTRATION TREATMENT AREA FT² (m²)	MTFR CFS (L/S)*
SC-160	4.13 (2.8)	11.45 (1.064)	0.11 (2.983)
SC-310	4.13 (2.8)	17.7 (1.644)	0.16 (4.612)
SC-740	4.13 (2.8)	27.8 (2.583)	0.26 (7.244)
DC-780	4.13 (2.8)	27.8 (2.583)	0.26 (7.244)
SC-800	4.13 (2.8)	27.3 (2.541)	0.25 (7.128)
MC-3500	4.13 (2.8)	42.9 (3.986)	0.40 (11.178)
MC-4500	4.13 (2.8)	30.1 (2.796)	0.28 (7.843)
MC-7200	4.13 (2.8)	50.0 (4.645)	0.46 (13.028)

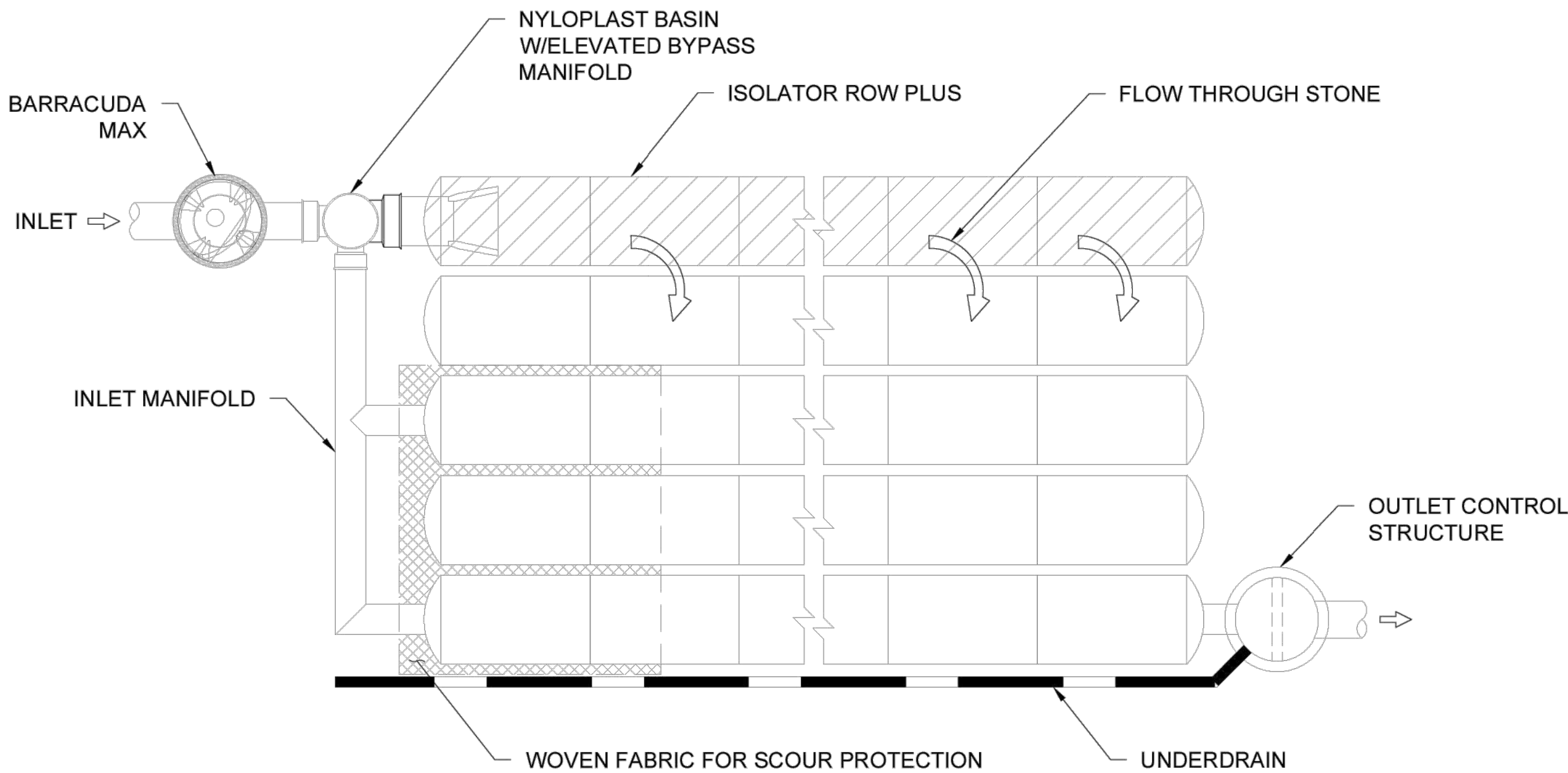
* PER CHAMBER LOADING RATES BASED ON NJCAT VERIFICATION TESTING OF THE STORMTECH SC-740 ISOLATOR ROW PLUS IN ACCORDANCE WITH NJDEP LABORATORY PROTOCOL TO ACCESS TOTAL SUSPENDED SOLIDS REMOVAL BY FILTRATION MANUFACTURED TREATMENT DEVICES, 2013.

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BARRACUDA MAX & ISOLATOR ROW PLUS CROSS SECTION/PROFILE

NTS



BARRACUDA MAX & ISOLATOR ROW PLUS SCHEMATIC

NTS

KEY BENEFITS OF THE BARRACUDA MAX

- SINGLE MANHOLE DESIGN
- VARIABLE INLET/OUTLET ANGLE CONFIGURATIONS (NOT JUST 180 DEGREE ORIENTATION)
- INTERNAL BYPASS FOR INLINE INSTALLATION (WHERE APPLICABLE)
- ALL UNITS CAN BE INSTALLED INTO A STANDARD PRECAST MANHOLE
- 3' & 4' UNITS CAN BE FACTORY FABRICATED IN HP MANHOLES FOR QUICK DELIVERY WITH A LIGHT, EASY TO INSTALL STRUCTURE
- IN-STOCK COMPONENTS FOR QUICK DELIVERY
- NO ELEVATION LOSS BETWEEN THE INLET AND OUTLET
- SURFACE INSPECTION AND MAINTENANCE WITH NO CONFINED SPACE ENTRY
- DESIGNED FOR EASY MAINTENANCE USING A VACUUM TRUCK OR SIMILAR EQUIPMENT
- FIELD ENGINEERS AND INTERNAL ENGINEERING SERVICES DEPARTMENT TO ASSIST ENGINEERING WITH SIZING/DETAILS

BARRACUDA DESIGN TOOL

<https://www.ads-pipe.com/water-quality-design-tool>

BARRACUDA MAX TREATMENT FLOW (80% TSS)

MODEL	CFS (L/s)
S3	0.85 (24.1)
S4	1.52 (43.0)
S6	3.40 (96.3)
S8	6.08 (172.2)

BARRACUDA MAX CAN BE CONFIGURED WITH AN OIL POUCH OR TRASH GUARD FOR ENHANCED TREATMENT.

KEY BENEFITS OF A BARRACUDA MAX & ISOLATOR PLUS DESIGN

- ENHANCED SEDIMENT REMOVAL BY COMBINING TWO INDUSTRY PROVEN DEVICES
- EXTENDED MAINTENANCE CYCLES
- EASY TO INSTALL AND CONFIGURE TO SPECIFIC SITE CONSTRAINTS
- ONLINE DESIGN TOOLS ALLOW DESIGNERS TO EASILY CREATE LAYOUTS AND DETAILS

KEY BENEFITS OF STORMTECH CHAMBERS

- LARGE FAMILY OF CHAMBERS TO FIT YOUR SITE
- EASILY CONFIGURABLE FOR IRREGULAR SHAPED BEDS
- MEETS PRODUCT REQUIREMENTS OF ASTM F2418 AND ASTM F2922 AND DESIGN REQUIREMENTS OF ASTM F2787
- EXCEED AASHTO LRFD DESIGN SPECIFICATIONS FOR HS-20 LIVE LOADS & DEEP BURIAL EARTH LOADS
- PATENTED ISOLATOR ROW PLUS FOR LESS FREQUENT MAINTENANCE, WATER QUALITY AND LONG-TERM PERFORMANCE
- THIRD PARTY VERIFIED PERFORMANCE
- FIELD ENGINEERS AND INTERNAL ENGINEERING SERVICES DEPARTMENT TO ASSIST ENGINEERING WITH LAYOUTS

STORMTECH DESIGN TOOL

<https://designtool.ads-pipe.com/>

STORMTECH® + WQ STD DETAIL

BARRACUDA® & ISOLATOR ROW PLUS®

DATE: 2/10/22 DRAWN: KLJ CHECKED: KMS

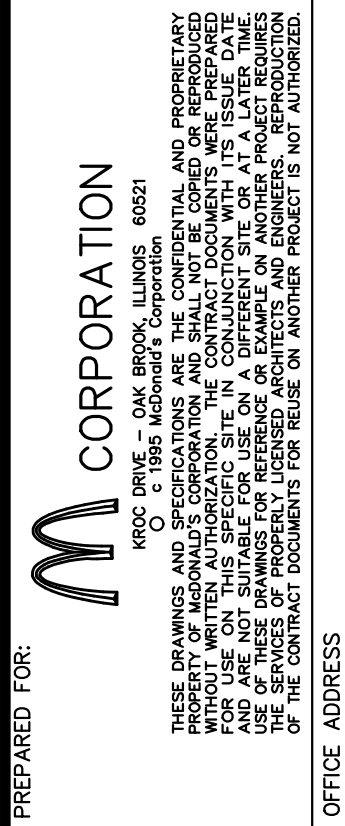
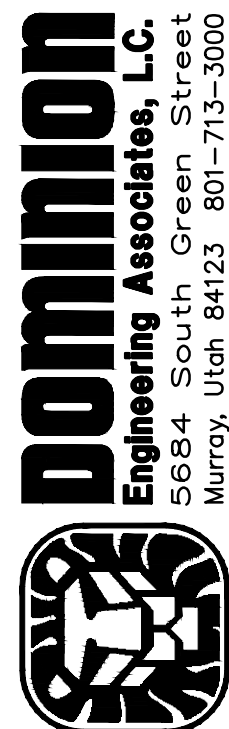
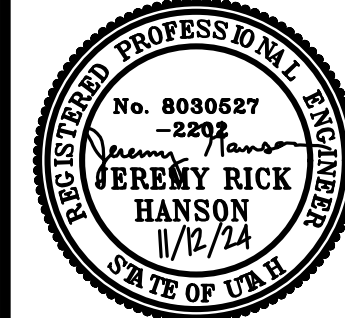
DESCRIPTION

ADS™ Advanced Drainage Systems, Inc.

4640 TRUEMAN BLVD
HILLIARD, OH 43026

1 SHEET
OF 1

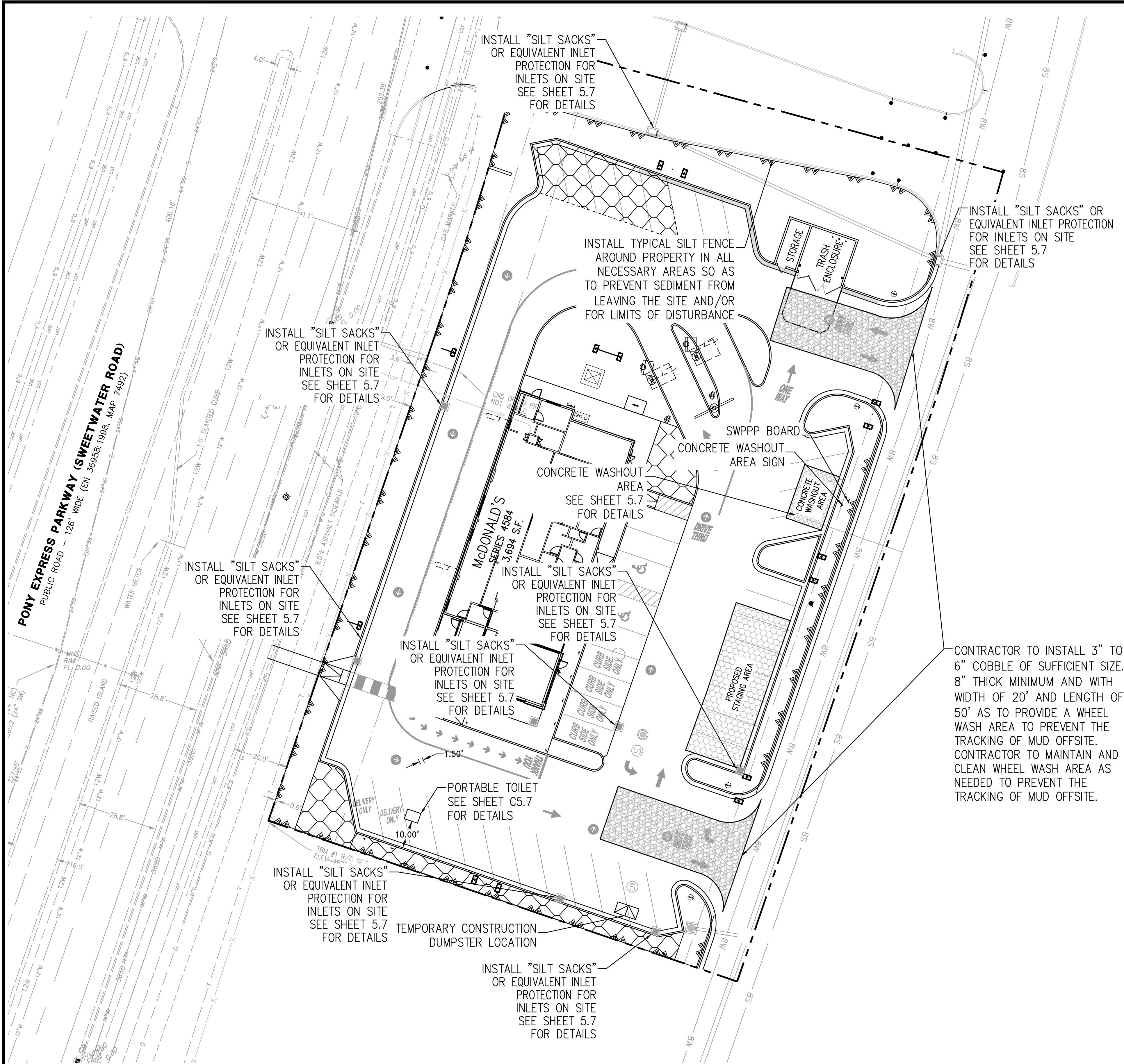
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TITLE
McDONALD'S SITE IMPROVEMENT PLANS
EAGLE MOUNTAIN, UTAH
DESCRIPTION
DRAINAGE DETAILS - STORMTECH/BARRACUDA
SHEET NO.
C3.4
SITE ID
043-0330
SITE ADDRESS
4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH
DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237

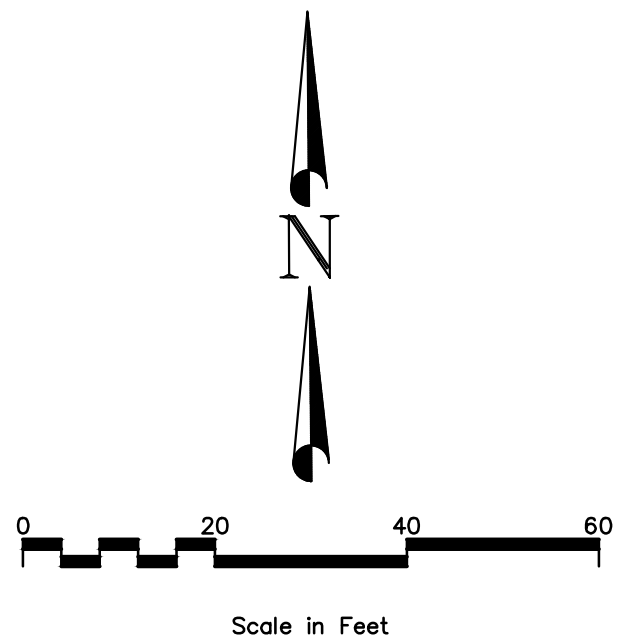
SHEET NO.
C3.4

path: P:\McDONALD'S\Utah\Eagle Mountain\TOWN CENTER 43-0330\DESIGN\CAD\SHEET FILES\ file name: C4.0 EROSION CONTROL PLAN.dwg | plot date: March 13, 2025 | plotted by: GarrisonGalley



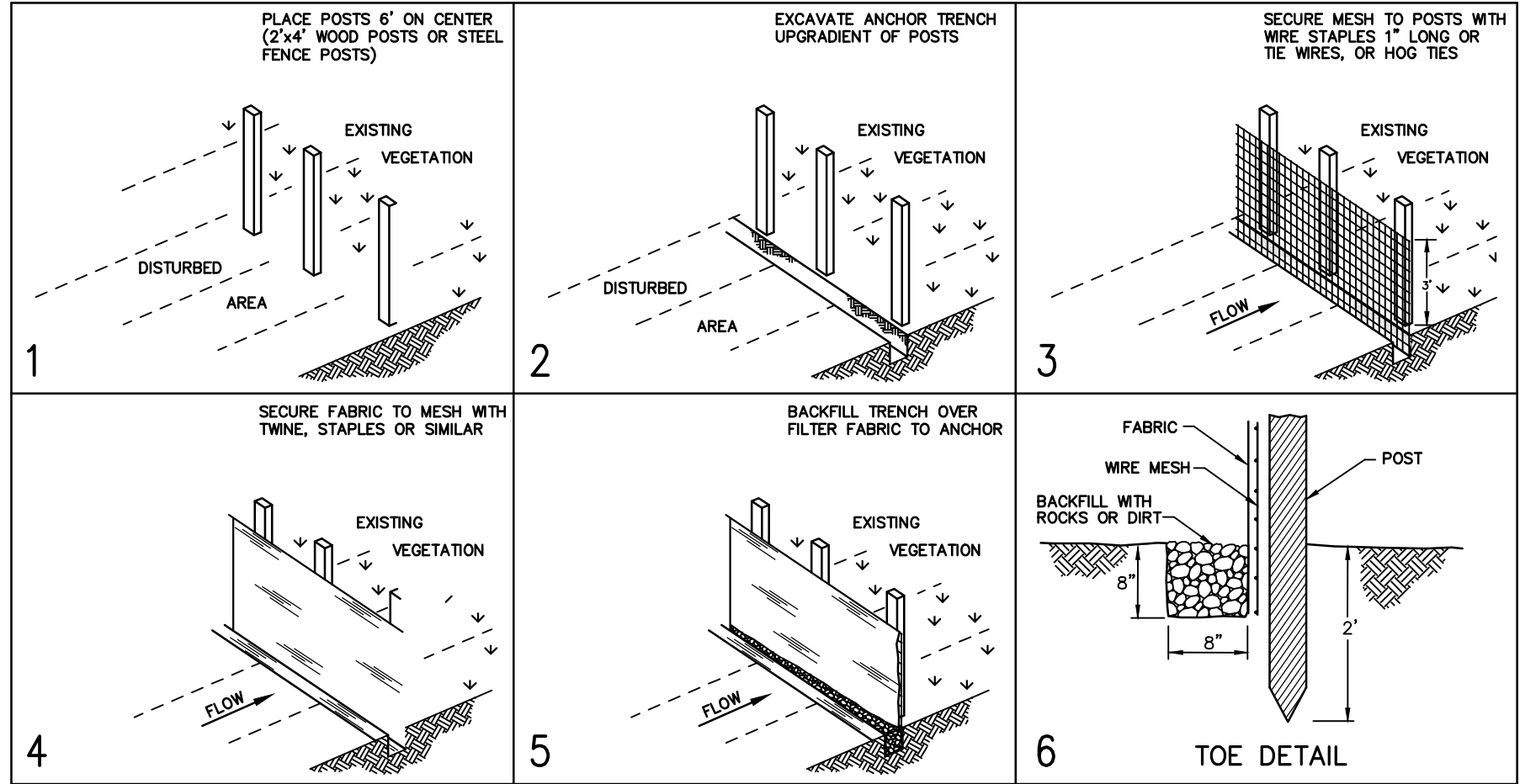
UTILITY CONTACTS		
WATER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
STORM	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
SEWER	CITY OF EAGLE MOUNTAIN – CHRIS TRUSTY	801-789-6671
ELECTRIC POWER	ROCKY MOUNTAIN POWER	801-469-3981
GAS	DOMINION ENERGY– BROOKE SMITH	801-789-1113
TELEPHONE	DIRECT COMMUNICATIONS – MARJORIE CLIFFORD	801-789-2800
HEALTH DEPT.	UTAH COUNTY – BECKY WORLAND	801-851-7525

EROSION CONTROL PLAN



SILT FENCE DETAIL

- DEFINITION: A TEMPORARY SEDIMENT BARRIER CONSISTING OF FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS AND ENTRENCHED.
- PURPOSE: TO FILTER STORM WATER RUNOFF FROM UPGRADIENT DISTURBED AREA AND TRAP SEDIMENT ON SITE.
- APPLICATION:
- PERIMETER CONTROL: PLACE FENCE AT DOWNGRADIENT LIMITS OF DISTURBANCE
 - SEDIMENT BARRIER: PLACE FENCE AT TOE OF SLOPE OR SOIL STOCKPILE
 - PROTECTION OF EXISTING WATERWAYS: PLACE FENCE AT TOP OF STREAM BANK
 - INLET PROTECTION: PLACE FENCE SURROUNDING CATCHBASINS



- LIMITATIONS:
- RECOMMENDED MAXIMUM DRAINAGE AREA OF 0.5 ACRE PER 100 FEET OF FENCE
 - RECOMMENDED MAXIMUM UPGRADIENT SLOPE LENGTH OF 150 FEET
 - RECOMMENDED MAXIMUM UPHILL GRADE OF 2:1 (50%)
 - RECOMMENDED MAXIMUM FLOW RATE OF 0.5 cfs
 - PONDING SHOULD NOT BE ALLOWED BEHIND FENCE

- INSTALLATION:
- PLACE POSTS 6 FOOT ON CENTER ALONG CONTOUR (OR USE PREASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS.
 - SECURE WIRE MESH (14 GAUGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY WIRE STAPLES 1 INCH LONG, TIE WIRES OR HOG RINGS.
 - CUT FABRIC TO REQUIRED WIDTH, UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.
 - BACKFILL TRENCH OVER FILTER FABRIC TO ANCHOR.

- MAINTENANCE:
- INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
 - LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING FENCE.
 - REPAIR OR REPLACE DAMAGED AREAS OF THE FENCE AND REMOVE ACCUMULATED SEDIMENT.
 - REANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.
 - REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

SWPPP NOTES

- TRACKING PAD WILL BE 3" TO 6" COBBLE, 8" THICK MIN., WITH WIDTH OF 20' AND LENGTH OF 50'. AS SOON AS FOUNDATION IS BACK FILLED. ALL VEHICLES WILL ENTER SITE AT THIS POINT
- INSTALL A 3" CURB CUT BACK ON THE PARK STRIP FROM PROPERTY LINE TO PROPERTY LINE AS SOON AS FOUNDATION IS BACK FILLED.
- PORTABLE TOILETS MUST BE PLACED, PROPERLY ANCHORED, BEHIND THE SIDEWALK OR 10' AWAY FROM CURB OR EDGE OF ASPHALT.
- CONCRETE WASHOUT. DESIGNATE AREA AND TRAIN SUB-CONTRACTORS TO WASH CONCRETE, STUCCO, AND PAINT IN THE WASH OUT AREA.
- IF USING A CONCRETE PUMP TRUCK, A WATER TIGHT CONTAINER WILL BE PLACED UNDER TH EHOPPER TO CATCH CONCRETE SPILLS AND WASH OUT WATER.
- SEDIMENT BAGS. PLACE BAGS IN THE GUTTER NEAR THE DOWN STREAM PROPERTY LINE AND PROTECT INLETS NEAR THE CONSTRUCTION SITE.
- SILT FENCE OR EARTH BERM TO BE INSTALLED PERPENDICULAR TO THE DOWN HILL SLOPES
- IF NECESSARY, A PERIMETER CONTROL FENCE WILL BE INSTALLED AROUND THE PROJECT TO CHANNEL ACCESS TO THE SITE THROUGH THE TRACKING PAD.
- DUMPSTER. GARBAGE MUST BE CONTAINED AND REMOVED REGULARLY.
- STREET SWEEPING. STREET AND GUTTERS WILL BE SWEEPED AT THE END OF THE WORK DAY OR AS NEEDED.
- DUST CONTROL. TAKE NECESSARY ACTIONS TO KEEP DUST DOWN.



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND SURVEY TIES AND/OR EXISTING UTILITY DRAWINGS AND VERBAL EXPLANATIONS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT POSITION INDICATED, ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION MADE AVAILABLE TO HIM. BEFORE DIGGING, CONTACT EACH UTILITY ENTITY SO THAT THEY MAY MARK THEIR LOCATIONS ON THE GROUND.

REGISTERED PROFESSIONAL ENGINEER
No. 8030527
JEREMY RICK HANSON
12/19/25
STATE OF UTAH

DOMINION
Engineering Associates, L.C.
5664 South Green Street
Murray, Utah 84123 801-713-3000

PREPARED FOR:
M CORPORATION
1802 S. WYKE - 2ND FLOOR - SUITE 400
DENVER, CO 80237

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OFFICE ADDRESS
DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237

TITLE
McDONALD'S SITE IMPROVEMENT PLANS
EAGLE MOUNTAIN, UTAH

DESCRIPTION
EROSION CONTROL PLAN

SHEET NO.
C4.0

DRAWN BY
—

STD ISSUE DATE
—

REVIEWED BY
—

DATE REVIEWED
—

DATE ISSUED
—

SITE ID
C43-0330

SITE ADDRESS
4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH

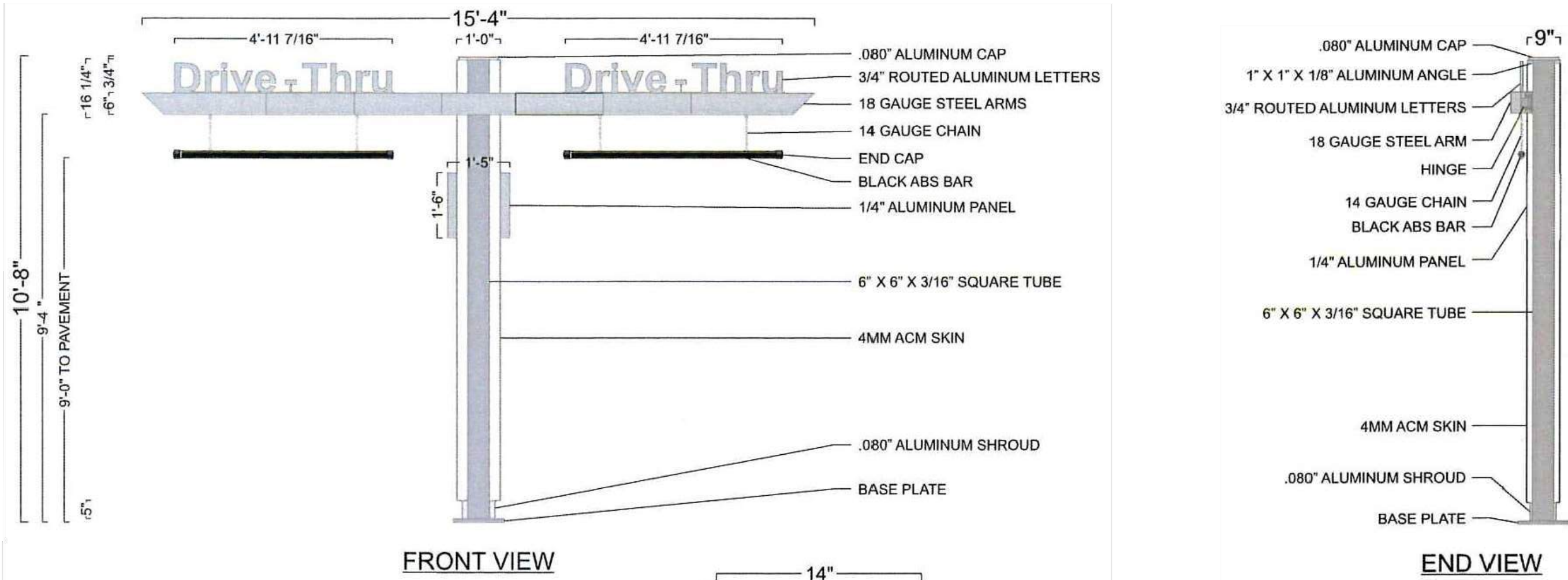
REVISIONS

REV	DATE	DESCRIPTION
B	3/13/25	REVISIONS PER CITY REVIEW
A	2/10/25	REVISIONS PER CITY REVIEW

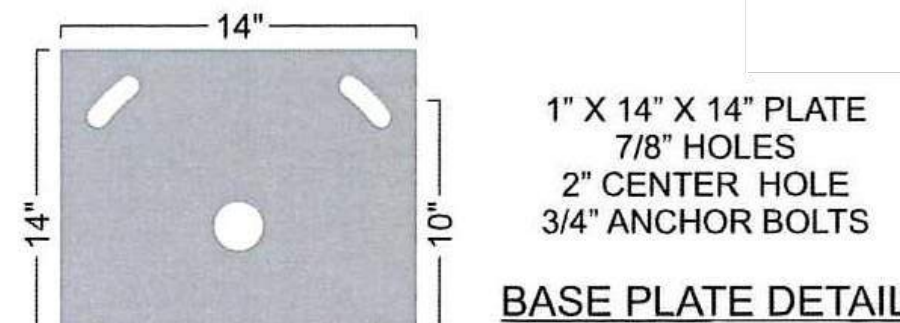
DP

DP

BY



GRAPHIC DETAIL



BASE PLATE DETAIL

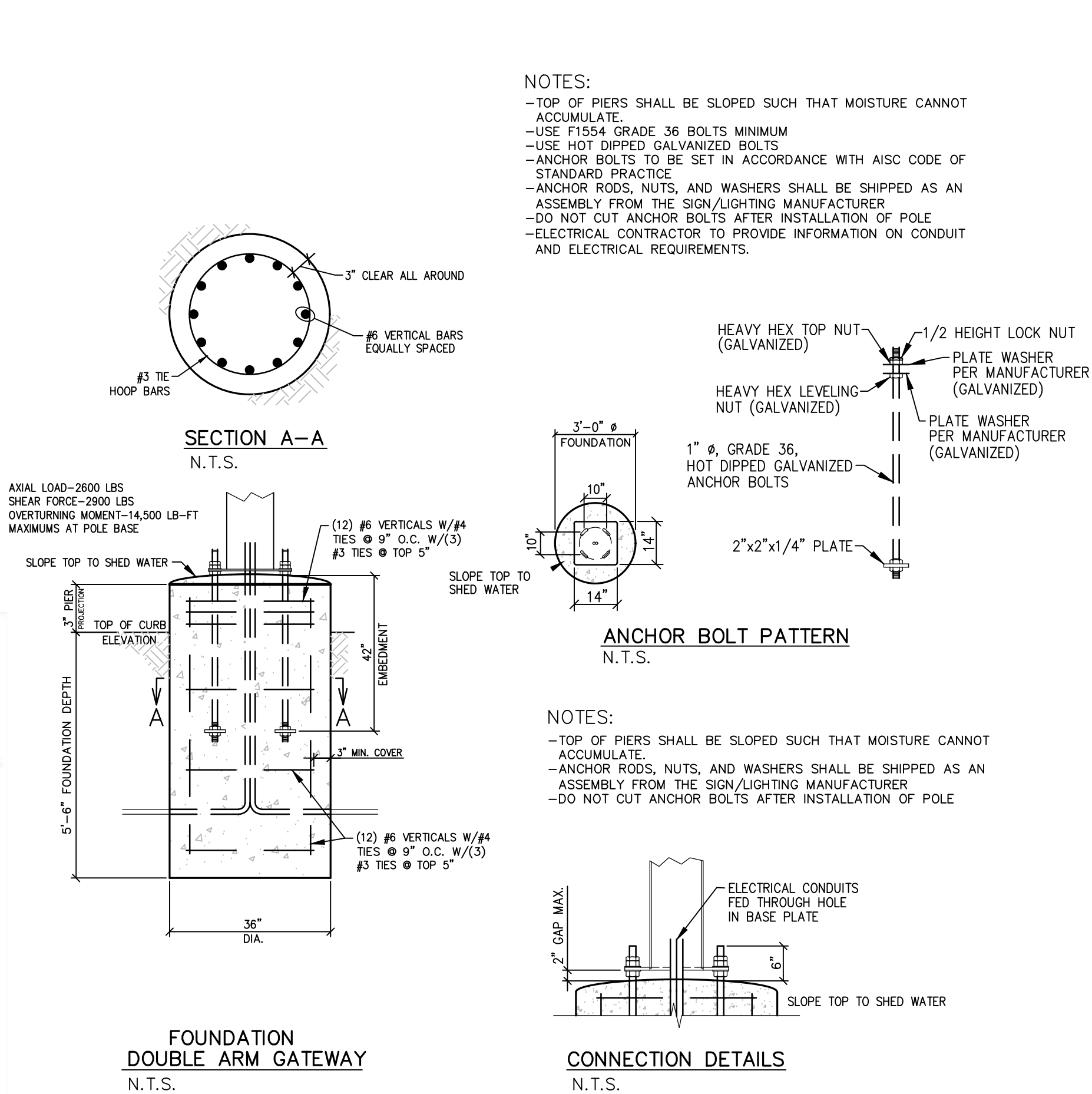
POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM CHARCOAL ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER - PRE-FINISHED CHARCOAL
SHROUD AND BASE PLATE - MATCH B.M. 1631 MIDNIGHT OIL

CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 180-25 GOLD VINYL STRIPES APPLIED 1ST SURFACE
SQUARE FEET: BOXED = 163.56
ACTUAL = 20.22

PANEL DETAIL
1/4" ALUMINUM PANEL W/ 1ST SURFACE PAINT & VINYL DECO.:
MATCH PMS 123 C GOLD - BACK-GROUND, COPY & ARROW
3630-22 BLACK - LANES

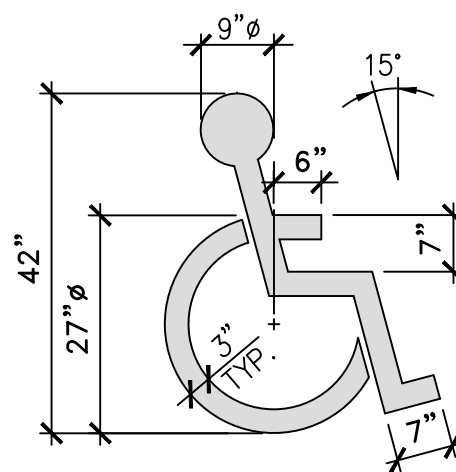
SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE W/ 1ST SURFACE PAINT AND VINYL DECORATION:
MATCH PMS 123 C GOLD - SWING ARM
7725-12 BLACK - "CLEARANCE 9 FEET" COPY

"DRIVE-THRU" LETTER DETAIL
3/4" ROUTED ALUMINUM LETTERS W/ 1ST SURFACE VINYL DECORATION:
180-25 GOLD - "DRIVE-THRU" COPY
BLACK - COPY OUTLINE



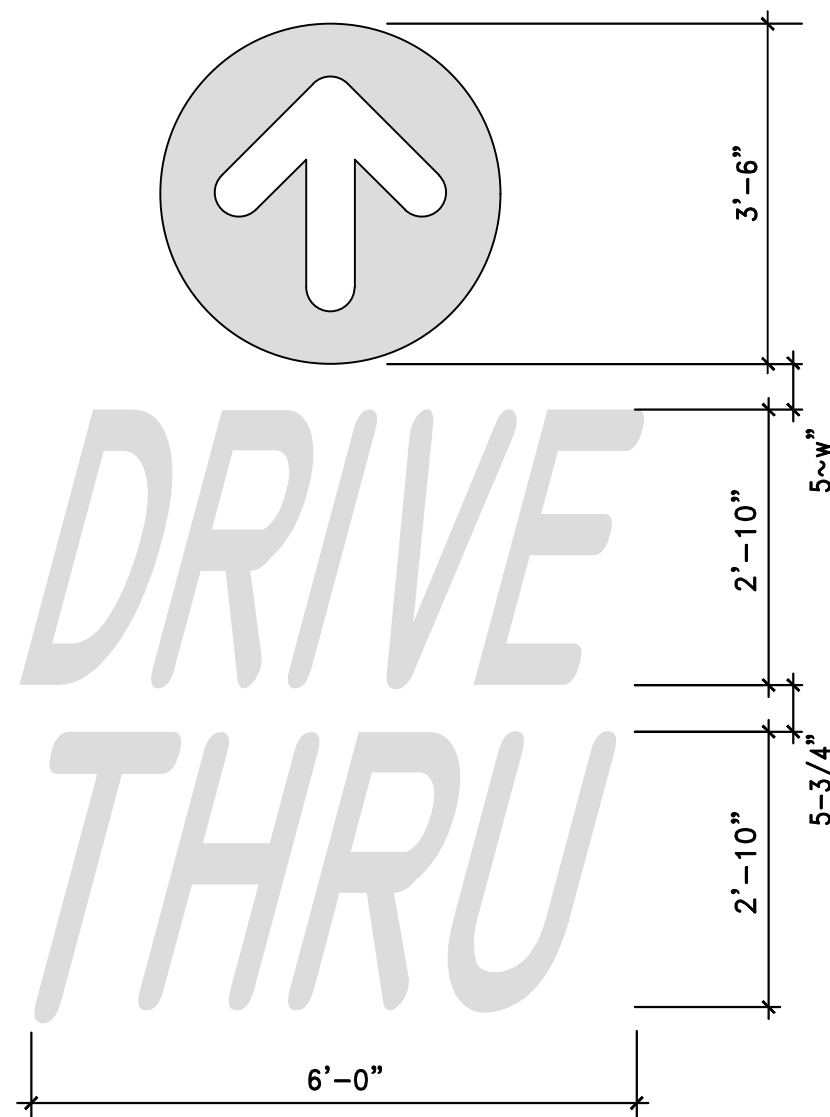
DOUBLE ARM GATEWAY/CLEARANCE SIGN BASE FOUNDATION DETAIL

WIND SPEED: 115 MPH EXPOSURE "C"



PAINTED HANDICAPPED PARKING SYMBOL

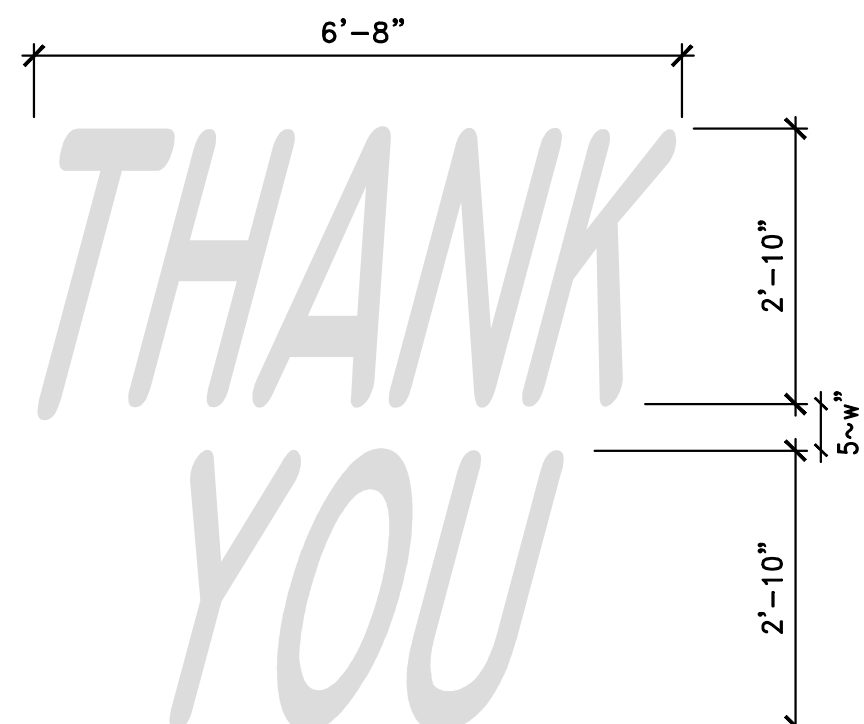
N.T.S.



NOTE: ALL TEXT AND ARROWS SHALL BE PAINTED YELLOW (PMS 123)

PAINTED "DRIVE THRU"

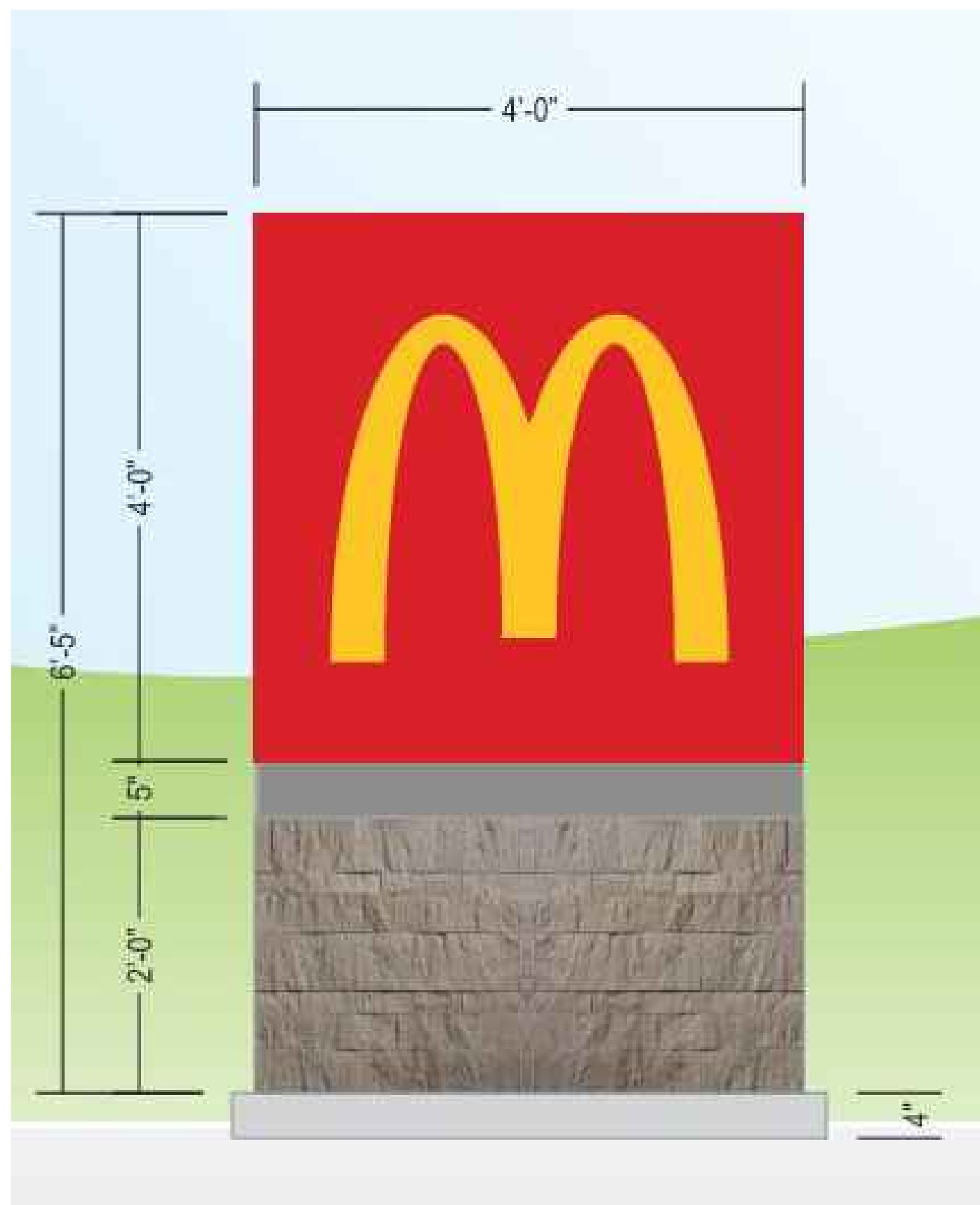
N.T.S.



NOTE: ALL TEXT SHALL BE PAINTED YELLOW (PMS 123)

PAINTED "THANK YOU"

N.T.S.



NOTE: SIGNAGE DEPICTION IS FOR INFORMATIONAL PURPOSES ONLY. ALL SIGNAGE IS TO BE PERMITTED BY A SEPARATE SIGN PERMIT

MONUMENT SIGN

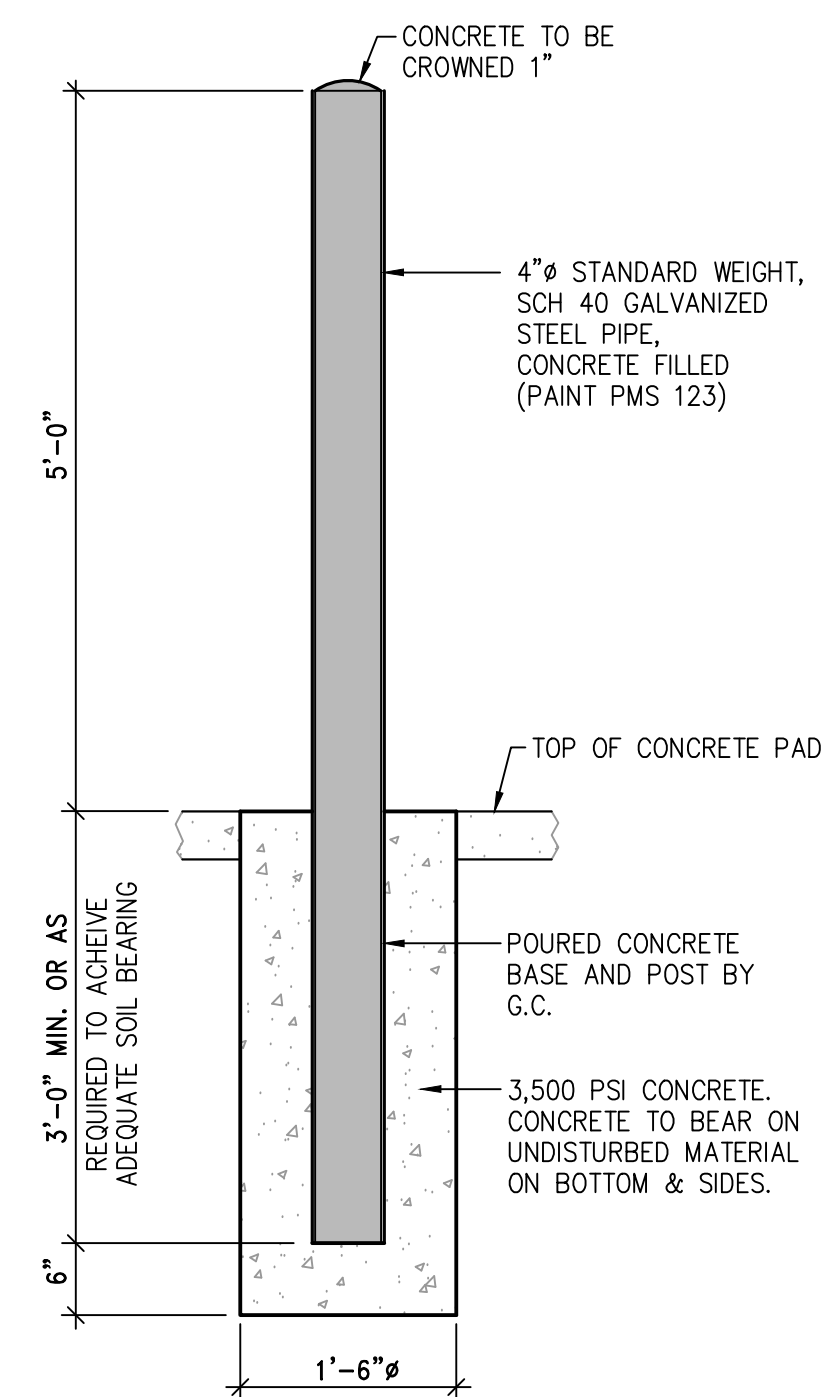
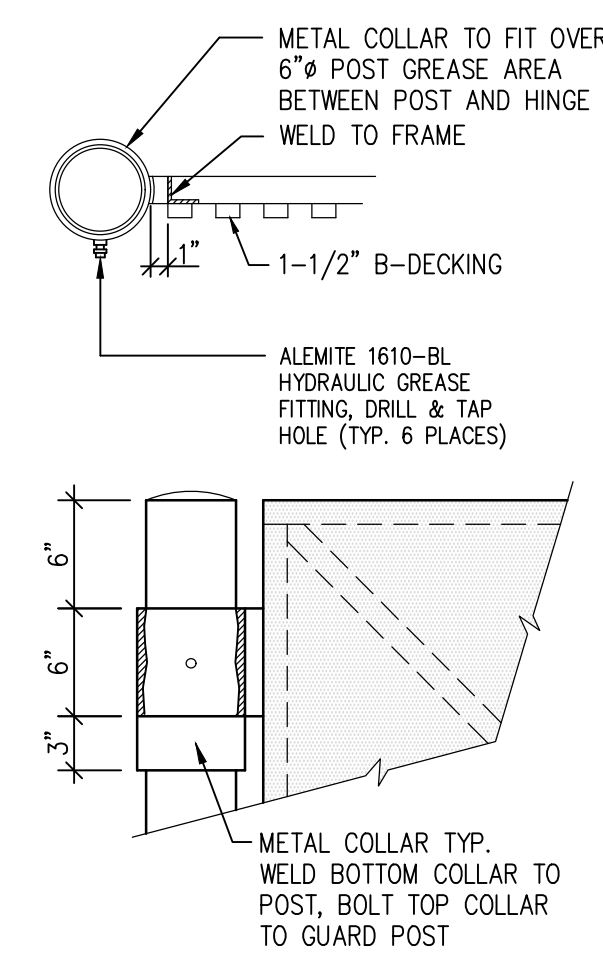
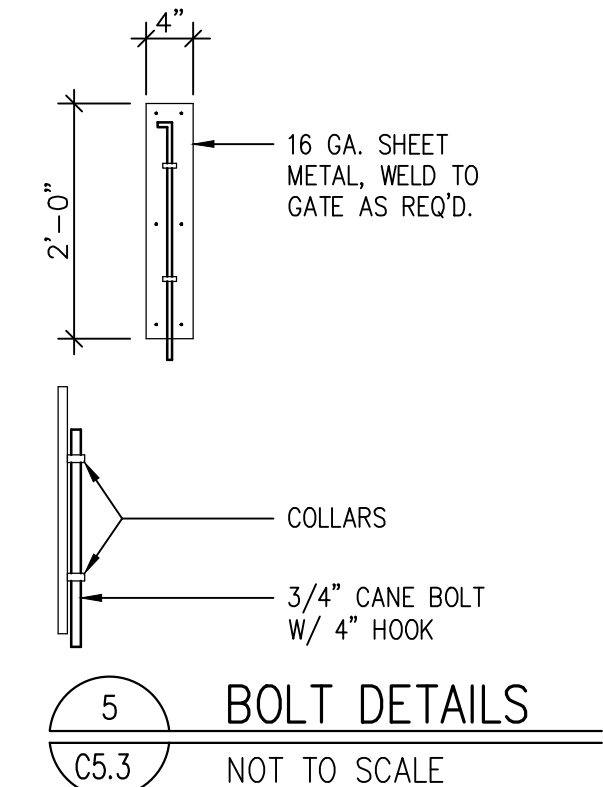
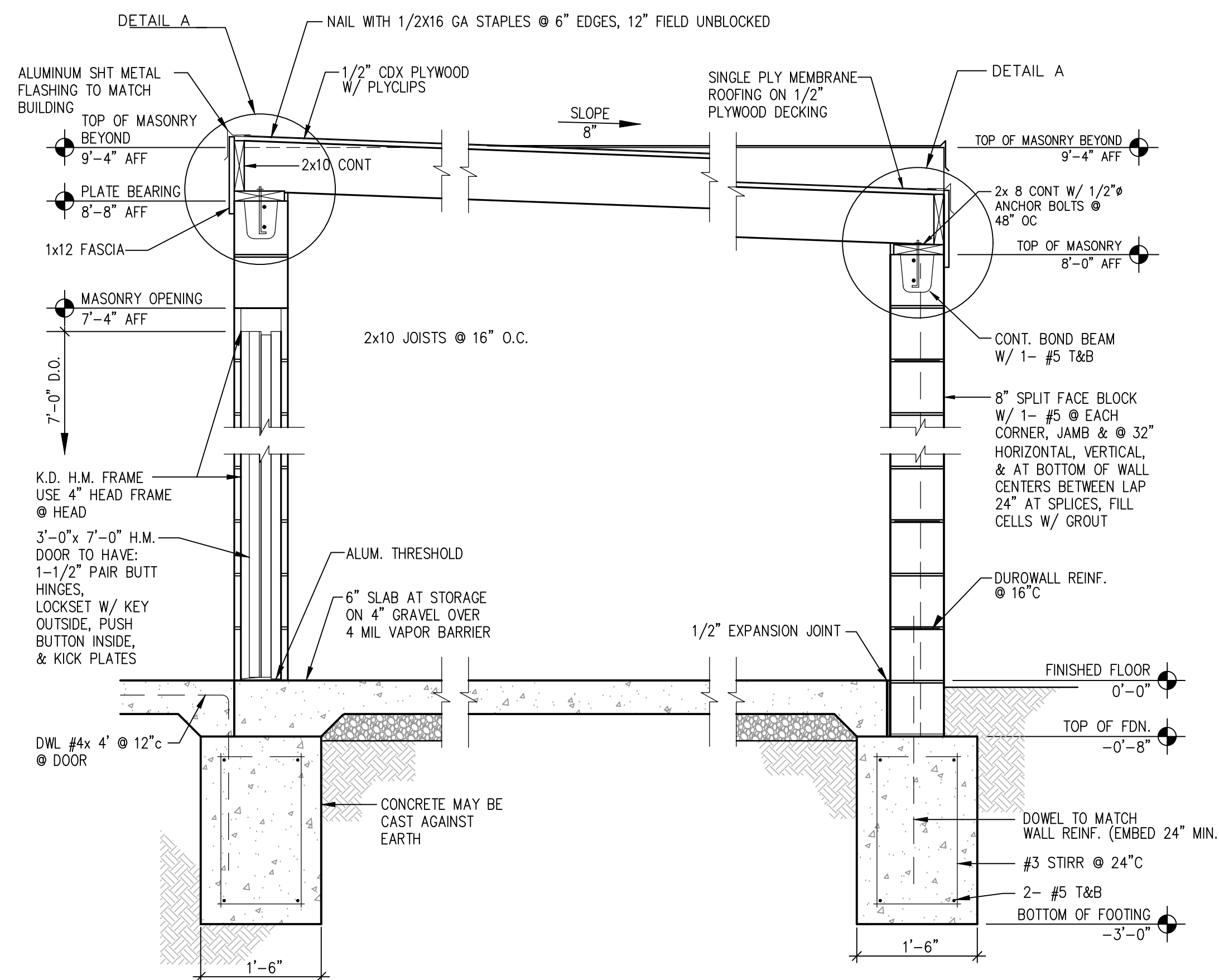
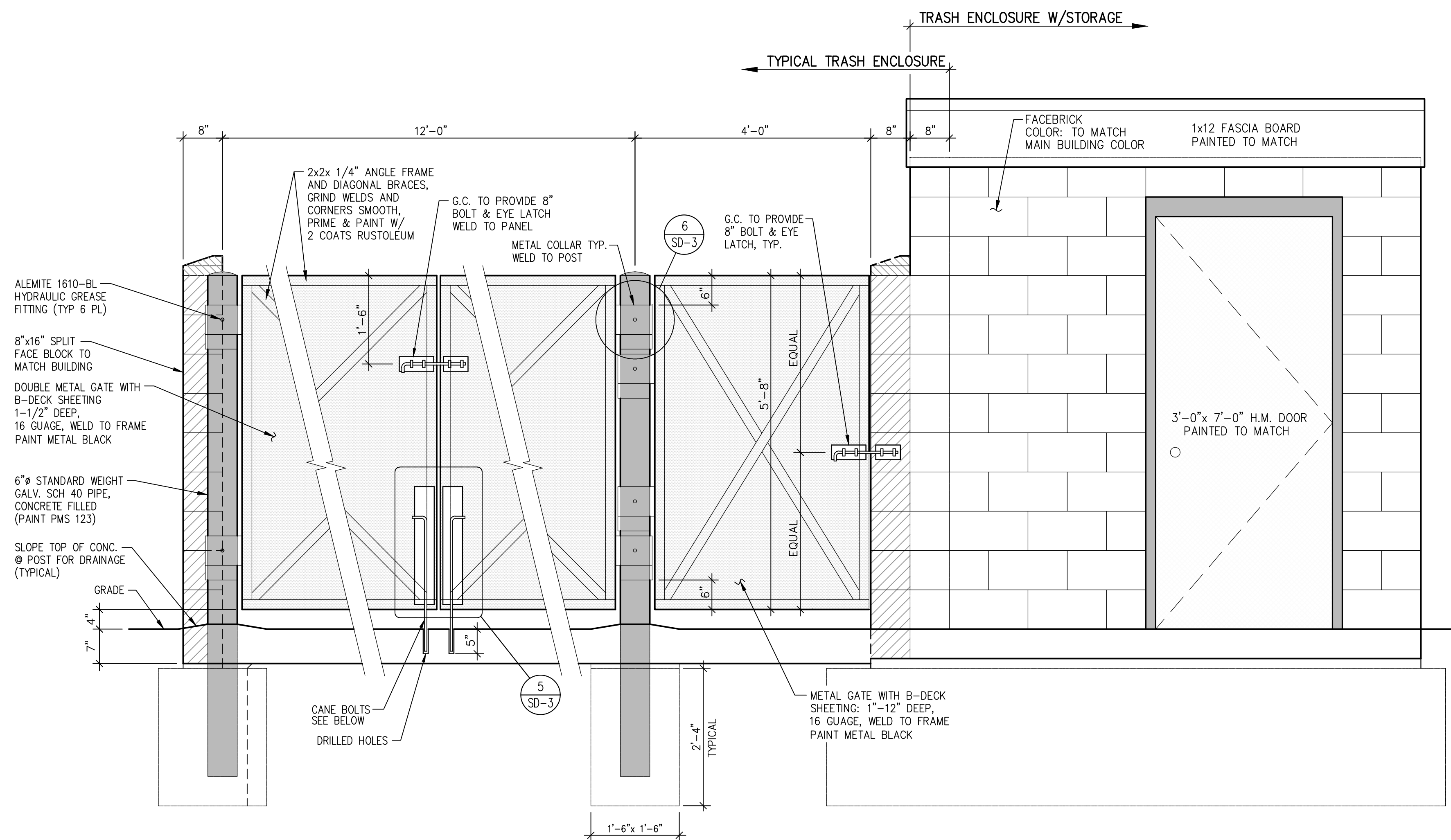
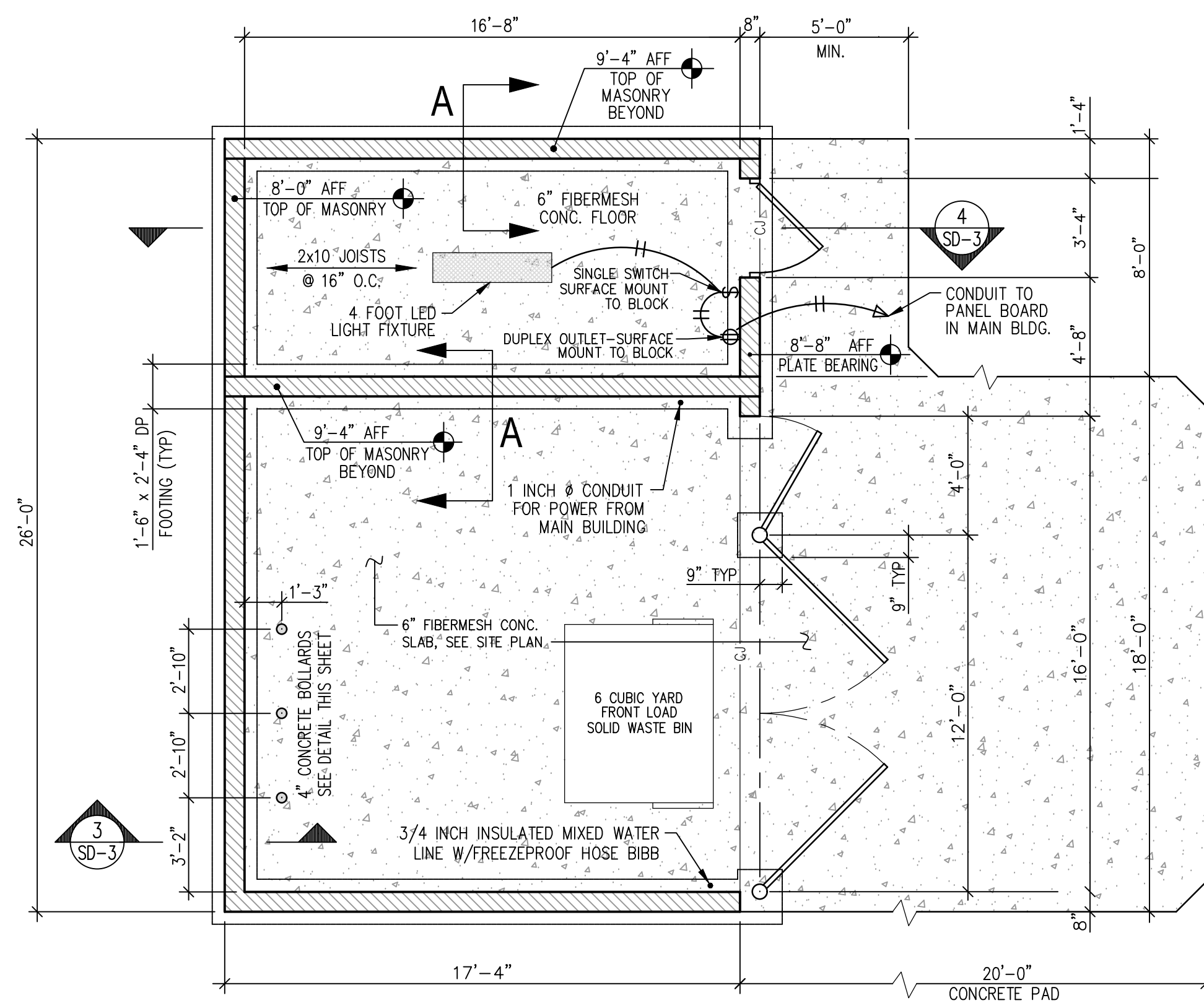
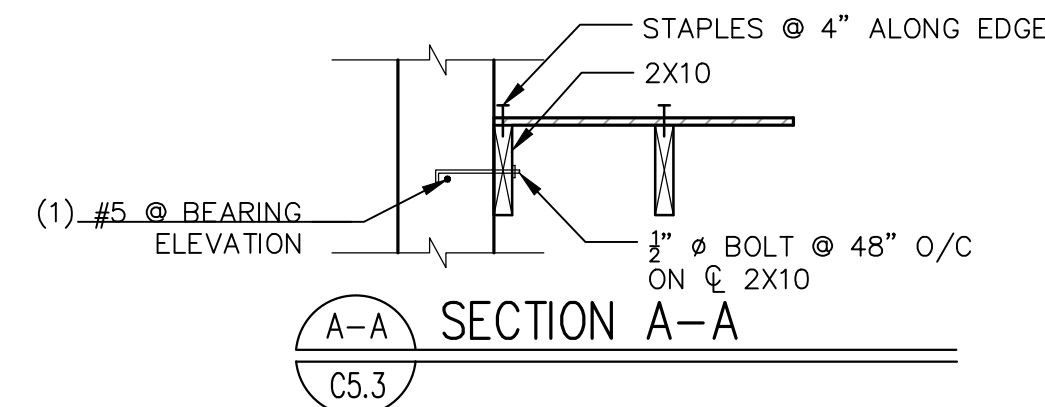
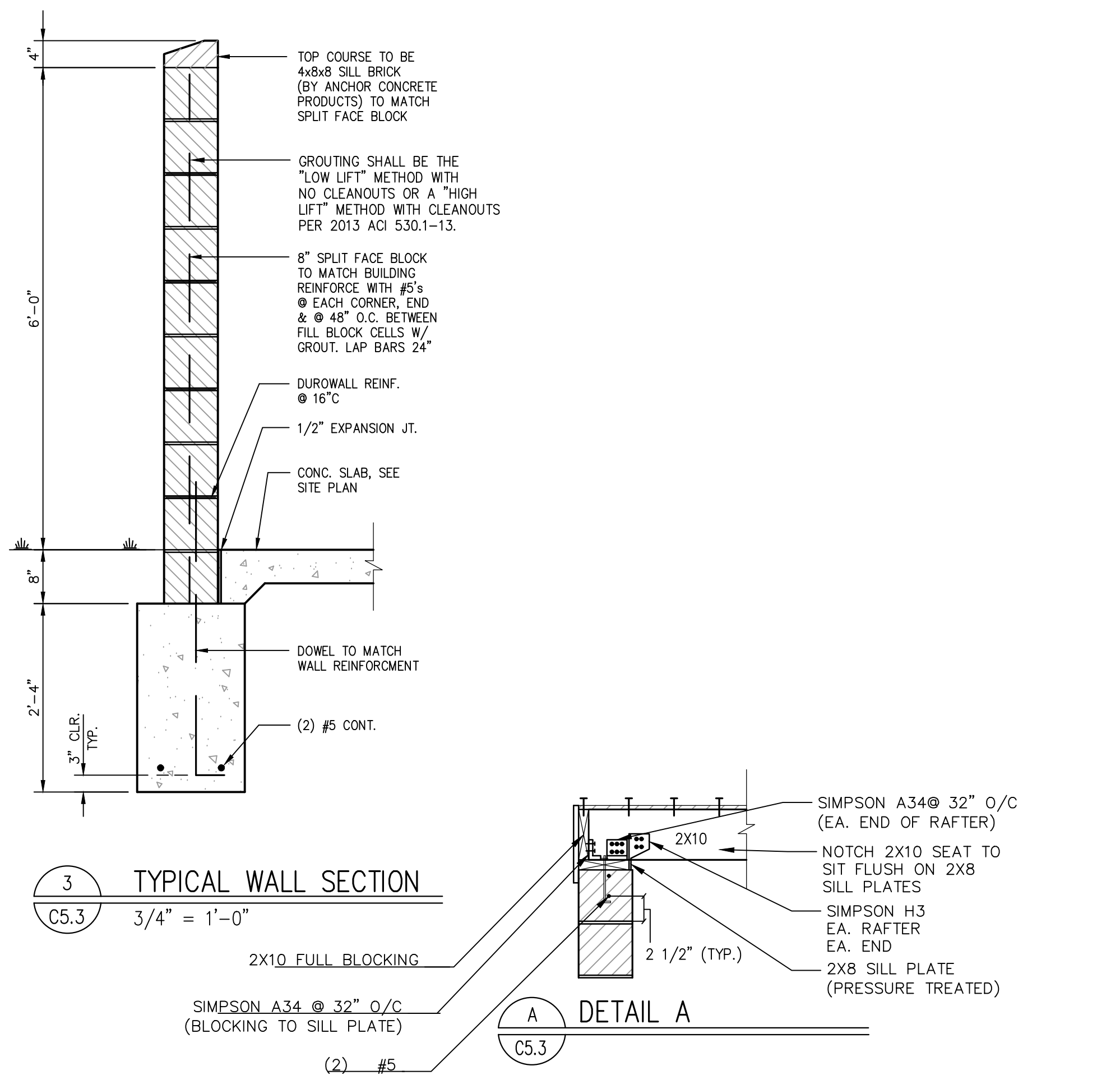
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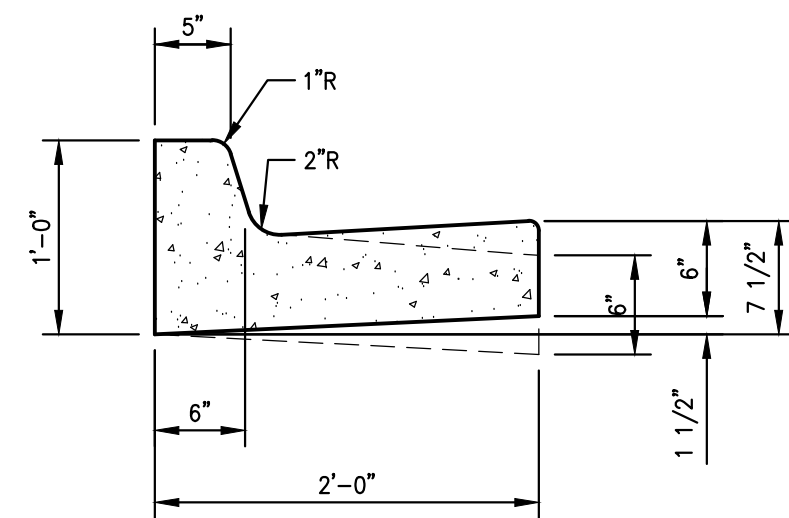
GENERAL NOTES:

- THE FOLLOWING CODES WERE USED IN DESIGN:
 - IBC 2018
 - ASCE 7-16
 - ACI 318-14
- WIND SPEED 130 MPH (ULTIMATE WIND SPEED)
- EXPOSURE C
- 50 PSF SNOW LOADING
- ALL FOOTING EXCAVATIONS ARE TO BE CLEAR OF WATER AND FOREIGN MATTER BEFORE PLACING CONCRETE
- MINIMUM ALLOWABLE LATERAL SOIL BEARING PRESSURE OF 100 PSF/FT (X2)
- SITE SOIL CONDITIONS TO BE CONFIRMED BY GEOTECHNICAL ENGINEER, IF ASSUMED SOIL CONDITIONS ARE NOT PRESENT, FOUNDATION SHALL BE DESIGNED BY A LICENSED STRUCTURAL ENGINEER TAKING IN TO ACCOUNT ACTUAL SITE SOIL CONDITIONS
- TOP 6" OF SOIL NEGLECTED IN EMBEDMENT DEPTH CALCULATIONS (EMBEDMENT DEPTHS SHOWN ARE FROM GRADE)
- CONCRETE:
 - ALL FOOTINGS SHALL BEAR ON FIRM UNDISTURBED RESIDUAL SOIL AND/OR ENGINEERED EARTH FILL COMPACTED TO 98% OF ITS MAXIMUM DRY DENSITY AS PER ASTM D 698-70 (STANDARD PROCTOR) UNLESS NOTED OTHERWISE
 - ALL PIERS TO EXTEND TO FROST DEPTH AS DETERMINED BY LOCAL JURISDICTION
 - TOP OF PIERS SHALL BE SLOPED SUCH THAT MOISTURE CANNOT ACCUMULATE
 - MINIMUM CONCRETE STRENGTH (F'C=4,500 PSI) SHALL CONFORM WITH McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 2.13-A
 - USE OF ADMIXTURES SHALL CONFORM TO McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATION SECTION 2.6
 - AIR ENTERTAINMENT SHALL CONFORM WITH McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS 2.6-A AND 2.13-A
 - WATER CONTENT RATIO SHALL CONFORM TO McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 2.13-A
 - FOUNDATION CONCRETE TO BE TESTED PER McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 3.14
 - PROVIDE A MINIMUM 3" OF CONCRETE COVER OVER ALL EMBEDDED STEEL
 - REINFORCEMENT PLACEMENT SHALL CONFORM TO McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTIONS 3.2 & 3.5 PERFORMED BY GENERAL CONTRACTOR
 - ANCHOR RODS TO BE SET IN ACCORDANCE WITH AISC CODE OF STANDARD PRACTICE
 - DO NOT PLACE POLES ON CONCRETE UNTIL CONCRETE HAS CURED PER McDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATION SECTION 3.11-E
 - CAST CONCRETE DIRECTLY AGAINST EXCAVATED HOLE SIDES
 - ASTM A-615, GR 60 REBAR, BLACK
- STEEL:
 - STEEL PIPE SECTION: ASTM A53 OR A252 TYPE E GRADE B (Fy=35 KSI)
 - HSS ROUND SECTION: ASTM A500 GRADE B (Fy= 42 KSI)
 - HSS SQUARE/RECTANGULAR SECTIONS: ASTM A500 GRADE B (Fy= 46 KSI)
 - HEADED ANCHOR RODS ASTM F1554 GR 55, AN ACCEPTABLE ALTERNATIVE IS ASTM F1554 GR 55, S1 WHEN THE EMBEDDED END OF THE ROD IS THREADED AND THE NUT TACK WELDED PRIOR TO GALVANIZATION
 - STEEL ANGLES, CHANNELS, STRUCTURAL SHAPES AND PLATES: ASTM A36
 - REINFORCEMENT: ASTM A615 GRADE 60- BY GENERAL CONTRACTOR
 - NUTS: ASTM A563A, HEAVY HEX
 - WASHERS: ASTM F844 A36
 - USE ASTM A153 CLASS C OT DIPPED GALVANIZED BOLTS AND FASTENERS.
 - ANCHOR RODS, NUTS, AND WASHERS SHALL BE SHIPPED AS AN ASSEMBLY FROM THE SIGN/LIGHTING MANUFACTURER
 - NO FIELD HEATING TO BEND STEEL SHALL BE ALLOWED WITHOUT ENGINEER'S APPROVAL
 - DO NOT CUT ANCHOR RODS AFTER INSTALLATION OF POLE
 - AFTER INSTALLATION, ALL EXPOSED STEEL SHALL BE PAINTED WITH AN ENAMEL PAINT TO INHIBIT CORROSION
 - ANY FIELD WELDING SHALL FIRST BE VERIFIED BY ENGINEER AND PERFORMED IN ACCORDANCE WITH AWS D1.1
 - REFER TO SIGN MANUFACTURER DRAWINGS AND INSTRUCTIONS FOR ADDITIONAL INFORMATION

SHEET NO.	TITLE	DATE	REV	DATE	DESCRIPTION	BY
1	McDONALD'S SITE IMPROVEMENT PLANS	2/10/25				
2	EAGLE MOUNTAIN, UTAH					
3	DESCRIPTION					
4	McDONALD'S FOUNDATION AND MISC. DETAILS					
5	SITE ID					
6	SITE ADDRESS					
7	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UTAH					
8	OFFICE ADDRESS					
9	4643 S. ULSTER ST. SUITE 1300, DENVER, CO 80237					
10	DENVER REGION:					
11	4643 S. ULSTER ST. SUITE 1300, DENVER, CO 80237					
12	McDONALD'S CORPORATION					
13	10000 W. 16TH AVE. SUITE 1000, DENVER, CO 80237					
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15	McDONALD'S CORPORATION					
16	10000 W. 16TH AVE. SUITE 1000, DENVER, CO 80237					
17	McDONALD'S CORPORATION					
18	10000 W. 16TH AVE. SUITE 1000, DENVER, CO 80237					
19	McDONALD'S CORPORATION					
20	10000 W. 16TH AVE. SUITE 1000, DENVER, CO 80237					

C5.1

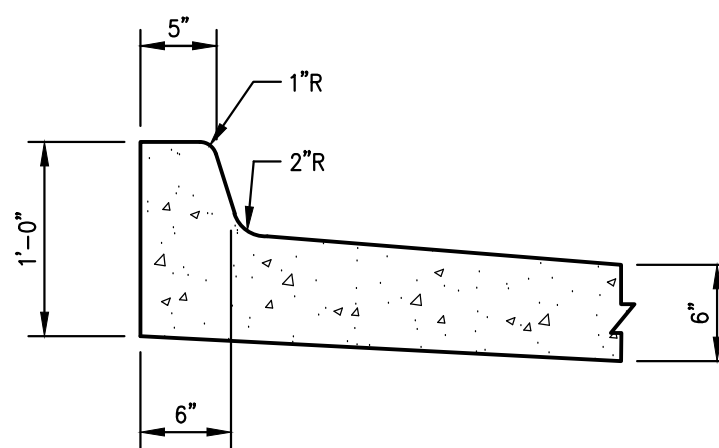




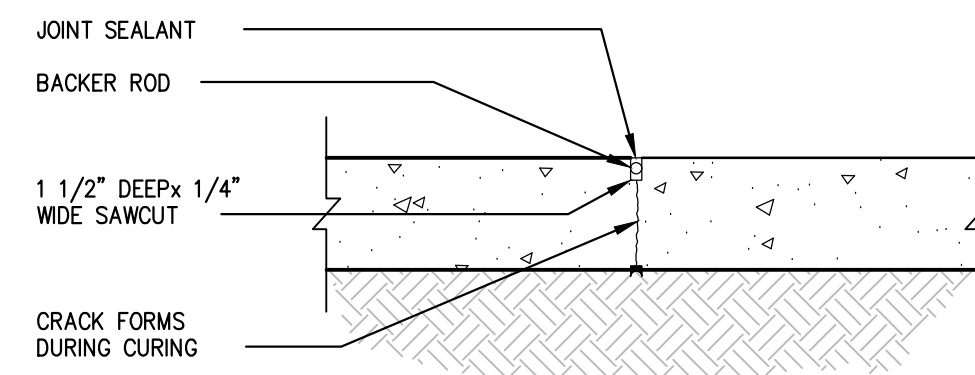
NOTES

1. PROVIDE CONTRACTION JOINTS @ 15' CC & EXPANSION JOINTS @ 75' CC
2. REFER TO GRADING PLAN FOR SPILL GUTTER

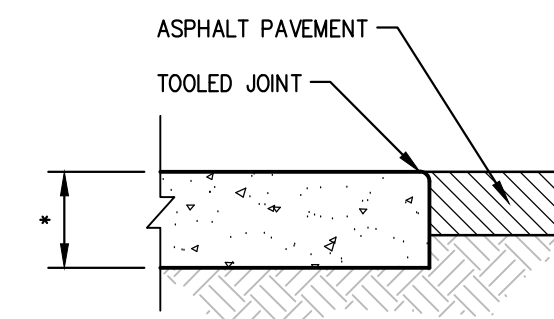
1 CONCRETE CURB & GUTTER
C5.4 1" = 1'-0"



2 INTEGRAL CONCRETE CURB & GUTTER
C5.4 1" = 1'-0"

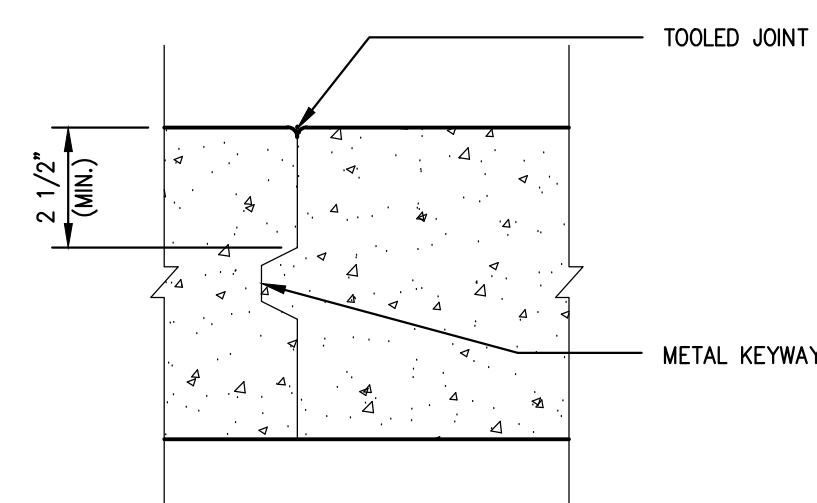


3
C5.4

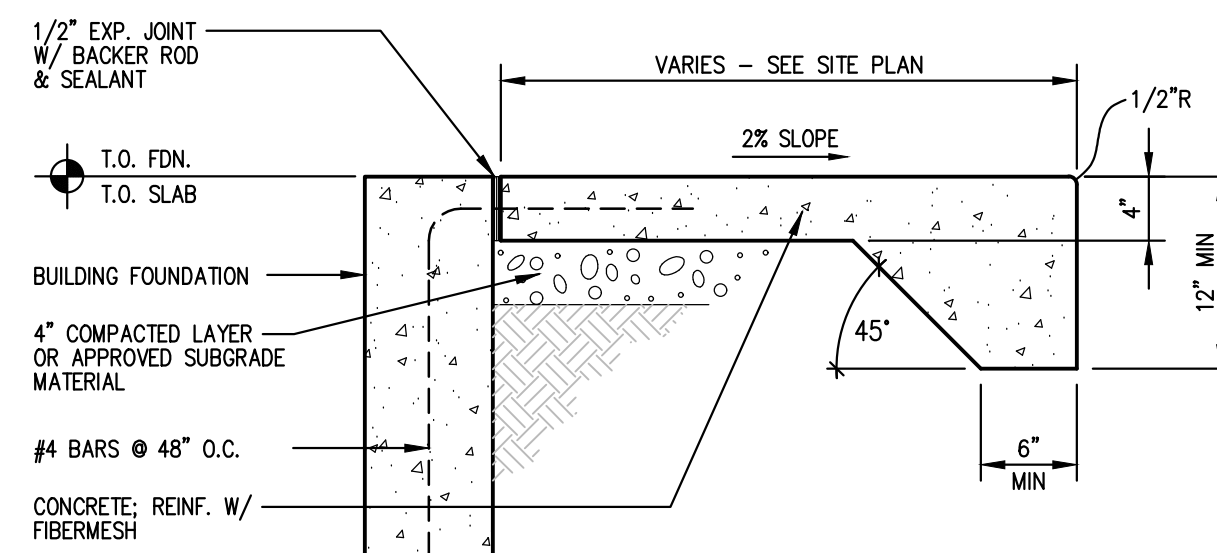


* SEE SITE PLAN

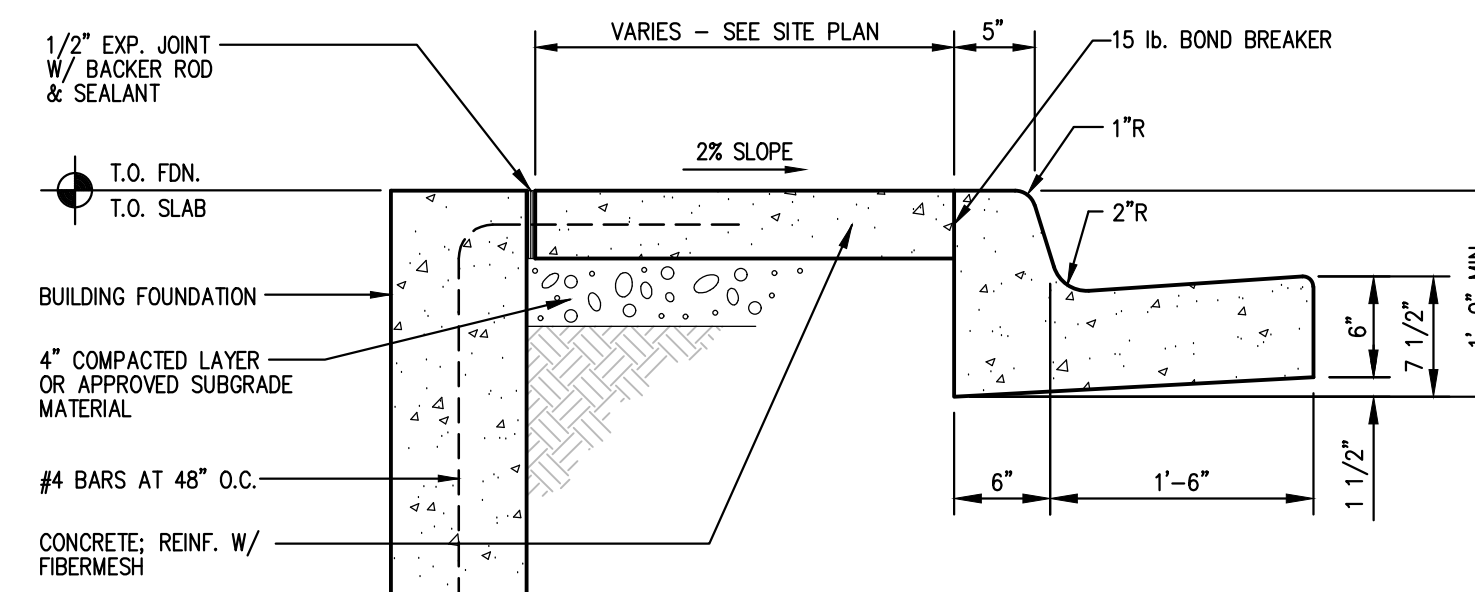
4	TERMINAL JOINT W/ASPHALT PAVEMENT
C5.4	1" = 1'-0"



5 CONSTRUCTION JOINT
C5.4 3" = 1'-0"



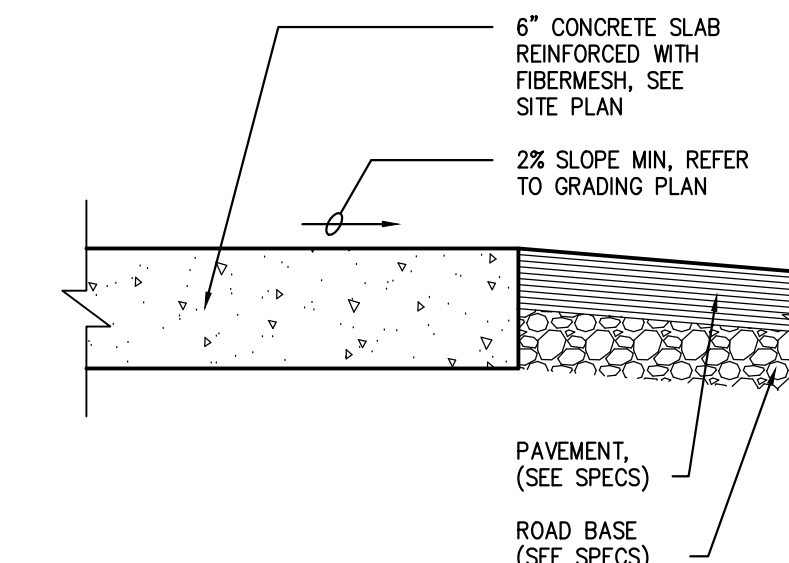
6 SIDEWALK AT BACK OF BUILDING
C5.4 1" = 1'-0"



NOTES

1. PROVIDE CONTRACTION JOINTS AT 15' C.C. AND EXPANSION JOINTS AT 75' C.C.

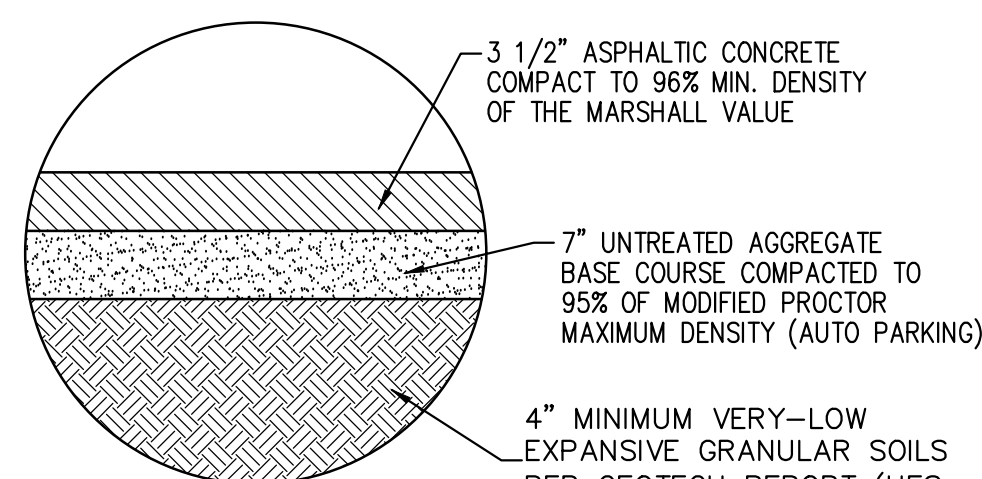
7 CONCRETE BUILDING WALK
C5.4 1" = 1'-0"



NOTE:

SLOPE PAVEMENT FOR PROPER DRAINAGE, SEE GRADING PLAN

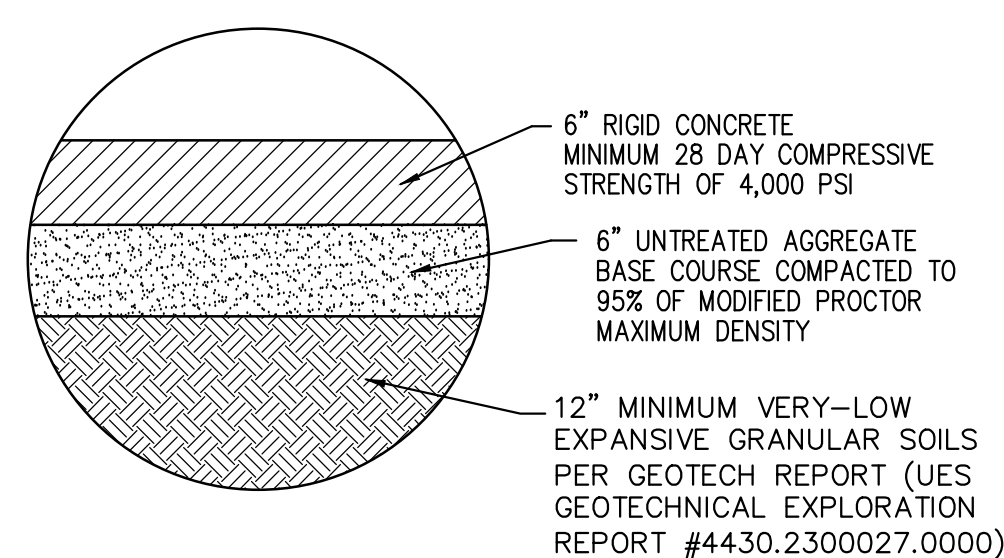
8 DRIVE THRU LANE DETAIL
C5.4 $1-1/2" = 1'-0"$



NOTE:

NOTE: SUBGRADE PREPARATION SHOULD INCLUDE REWORKING AND COMPACTING THE UPPERMOST 12-INCHES OF NATIVE SOILS TO A MINIMUM OF 95 PERCENT OF THE MDD AS DETERMINED BY ASTM D-1557.

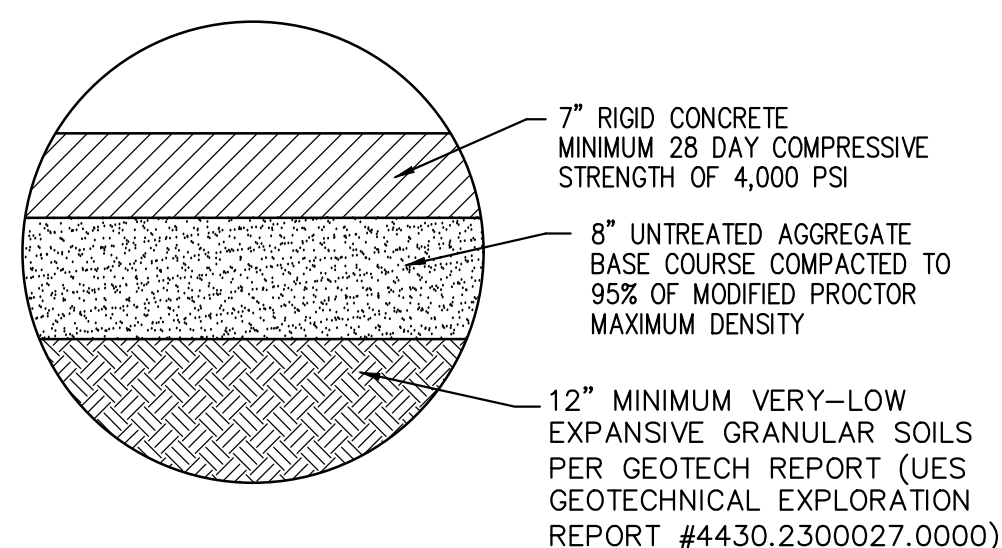
9	ASPHALT FLEXIBLE PAVEMENT SECTION	
C5.4	N.T.S.	PER UES GEOTECHNICAL REPORT DATED 01-22-24



NOTE-

NOTE: SUBGRADE PREPARATION SHOULD INCLUDE REWORKING AND COMPACTING THE UPPERMOST 12-INCHES OF NATIVE SOILS TO A MINIMUM OF 95 PERCENT OF THE MDD AS DETERMINED BY ASTM D-1557.

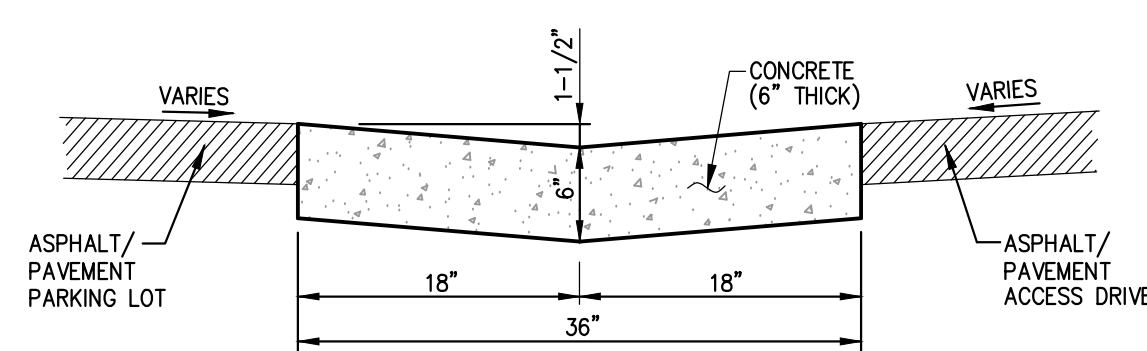
10 CONCRETE RIGID PAVEMENT SECTION
C5.4 N.T.S. PER UFS GEOTECHNICAL REPORT DATED 01-22-24



NOTE:

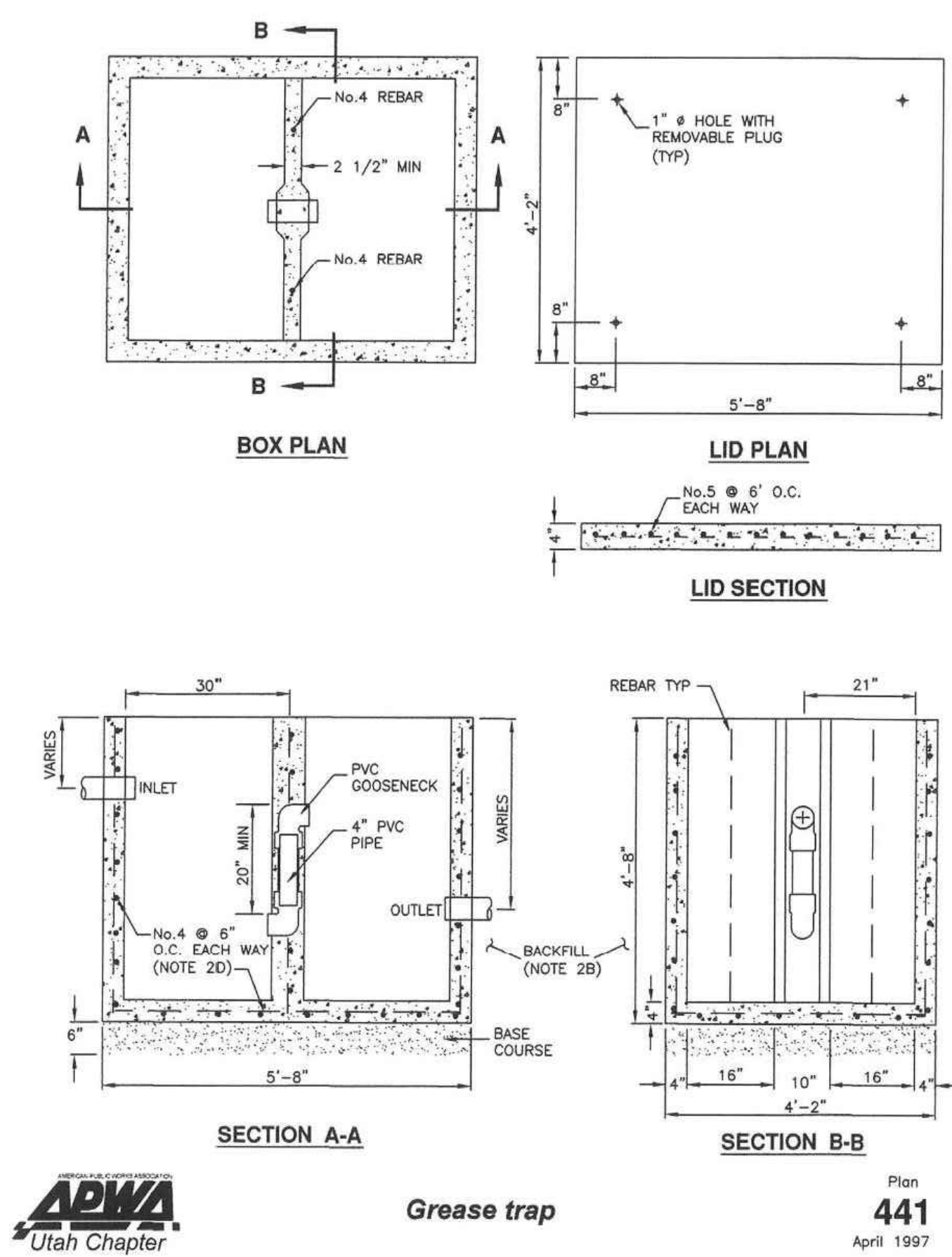
NOTE: SUBGRADE PREPARATION SHOULD INCLUDE REWORKING AND COMPACTING THE UPPERMOST 12-INCHES OF NATIVE SOILS TO A MINIMUM OF 95 PERCENT OF THE MDD AS DETERMINED BY ASTM D-1557.

11 TRASH ENCLOSURE CEMENT SECTION
C5.4 N.T.S. PER UES GEOTECHNICAL REPORT DATED 01-22-24

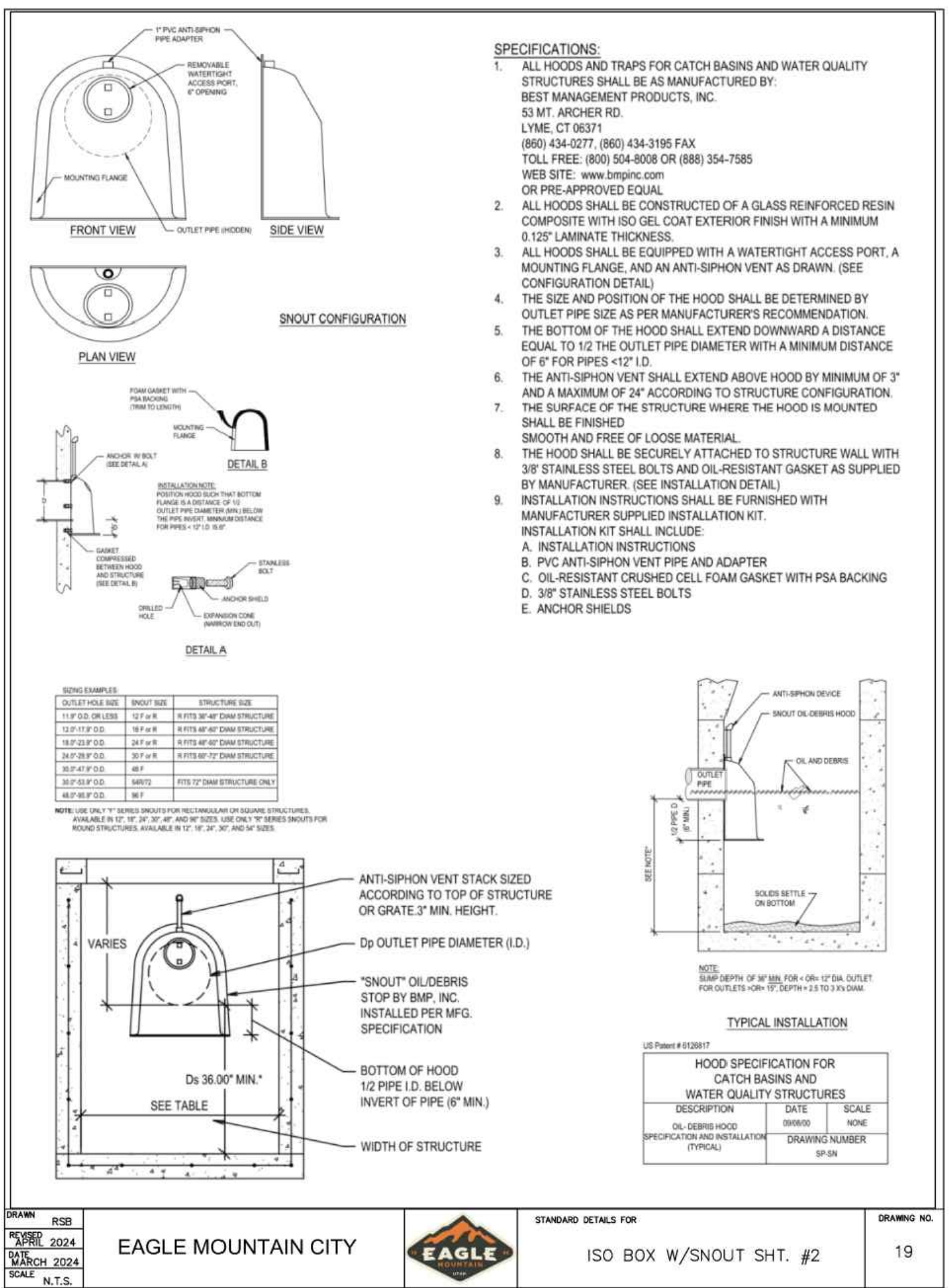
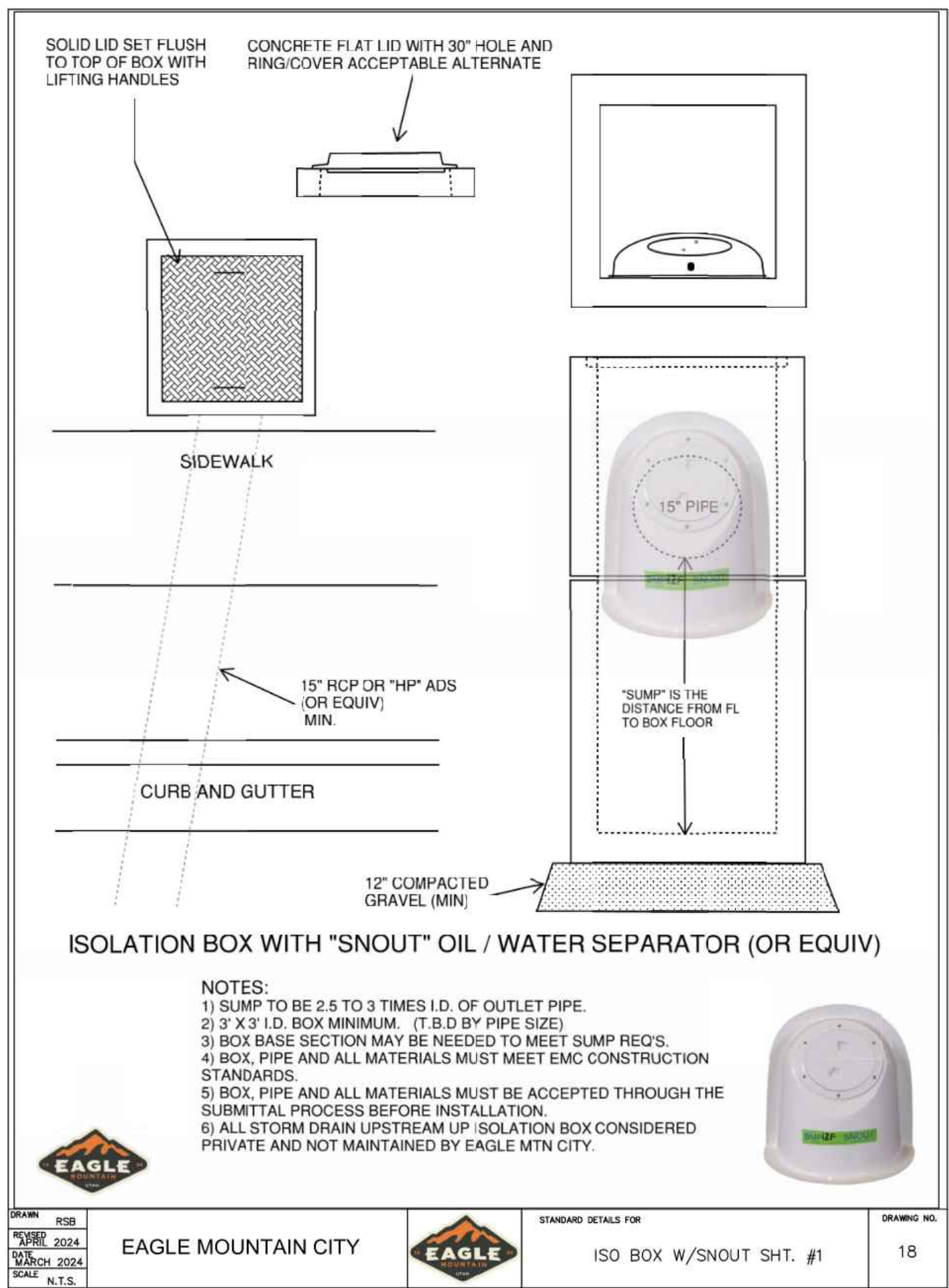


12 36" CONCRETE WATERWAY
C5.4 1" = 1'-0"

SHEET NO.	TITLE	DRAWN BY				PREPARED FOR		REV	DATE	DESCRIPTION	BY
	McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH	-									
	DESCRIPTION	-									
	MISCELLANEOUS SITE DETAILS	-									
	SITE ID	-									
	SITE ADDRESS	DATE ISSUED				OFFICE ADDRESS					
	043-0330 4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UT	-				4643 S. ULSSTER ST., SUITE 1300, DENVER, CO 80237					

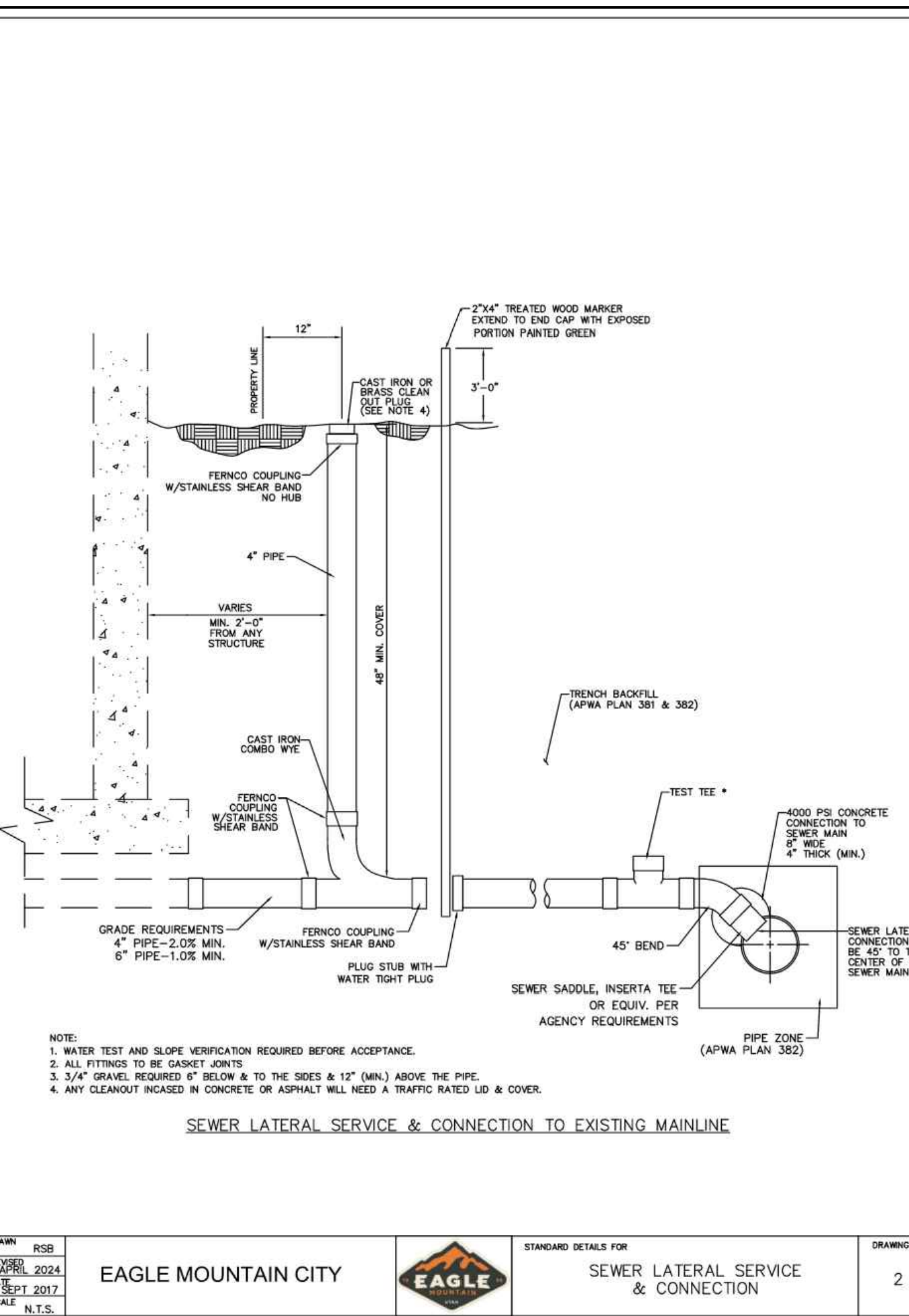


- Grease trap**
- GENERAL**
 - Before backfilling around concrete box, secure inspection of installation by ENGINEER.
 - PRODUCTS**
 - Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
 - Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
 - Concrete: Class 4000, APWA Section 03 30 04.
 - Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615.
 - PVC Pipe: APWA Section 33 05 07.
 - EXECUTION**
 - Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 6-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
 - Reinforcement Placement: APWA Section 03 20 00.
 - Concrete Placement: APWA Section 03 30 10. Provide 1/2-inch radius edges.
 - Apply a broom finish. Apply a curing agent.
 - Fill annular space around pipe wall penetrations with waterproof sealer.
 - Backfill: Provide backfill against the box walls. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.



DETAIL (A)

DETAIL (B)

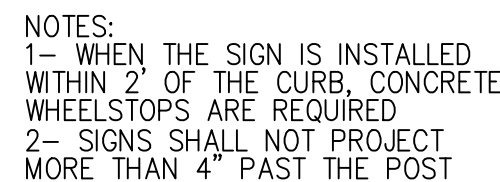


DETAIL (C)

SHEET NO.		TITLE		DRAWN BY		PREPARED FOR:		 CORPORATION VOICE DRIVE - OAK BROOK, ILLINOIS 60521 THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF MCDONALD'S CORPORATION. NO PART OF THESE DRAWINGS OR SPECIFICATIONS ARE TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN AUTHORIZATION FROM MCDONALD'S CORPORATION. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION. THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION. IF THE CONTENT OF THESE DRAWINGS IS NOT AUTHORIZED FOR RELEASE, IT SHALL REMAIN THE PROPERTY OF MCDONALD'S CORPORATION.		 Dominion Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000		REV DATE DESCRIPTION	
SITE ID		SITE ADDRESS		DATE ISSUED		DATE							
043-0330		4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UT											
C5.5		MCDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH STANDARD DETAILS		— — —		— — —							



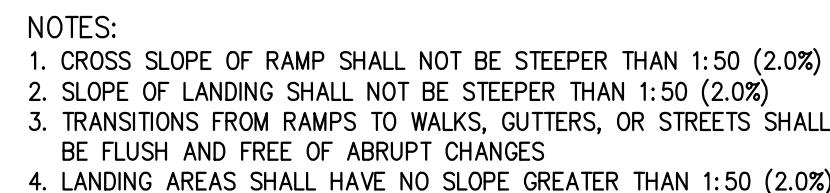
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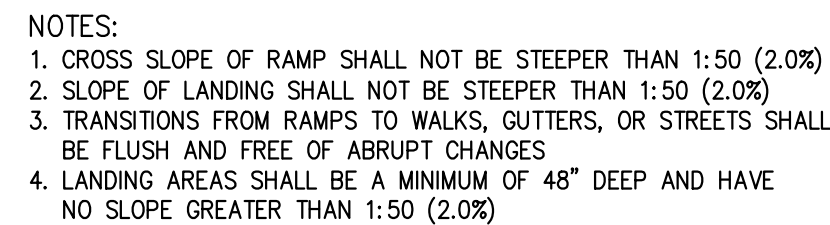
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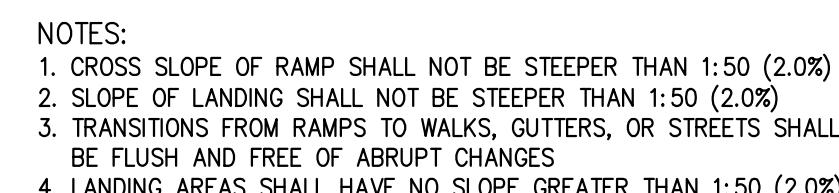
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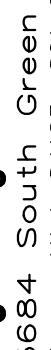
N.T.S.



N.T.S.



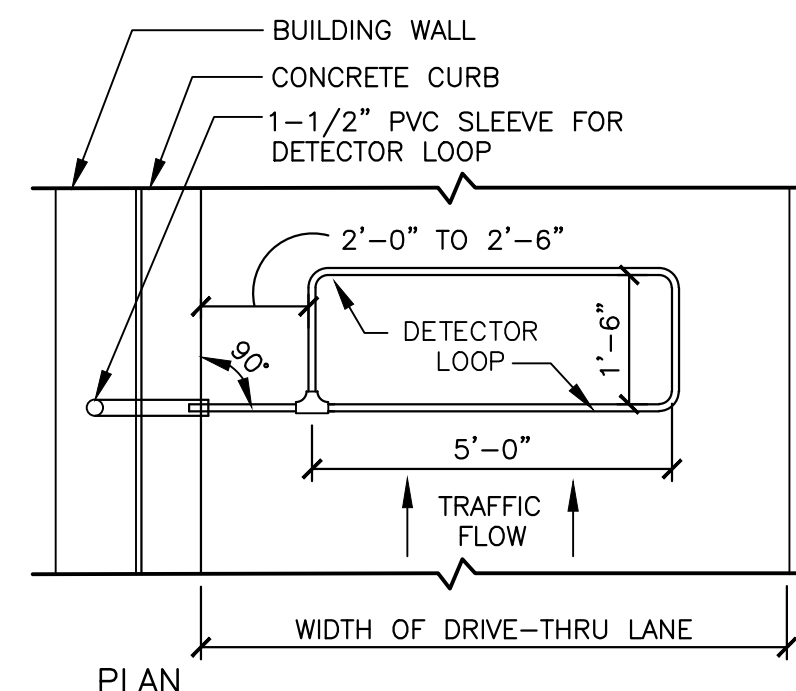
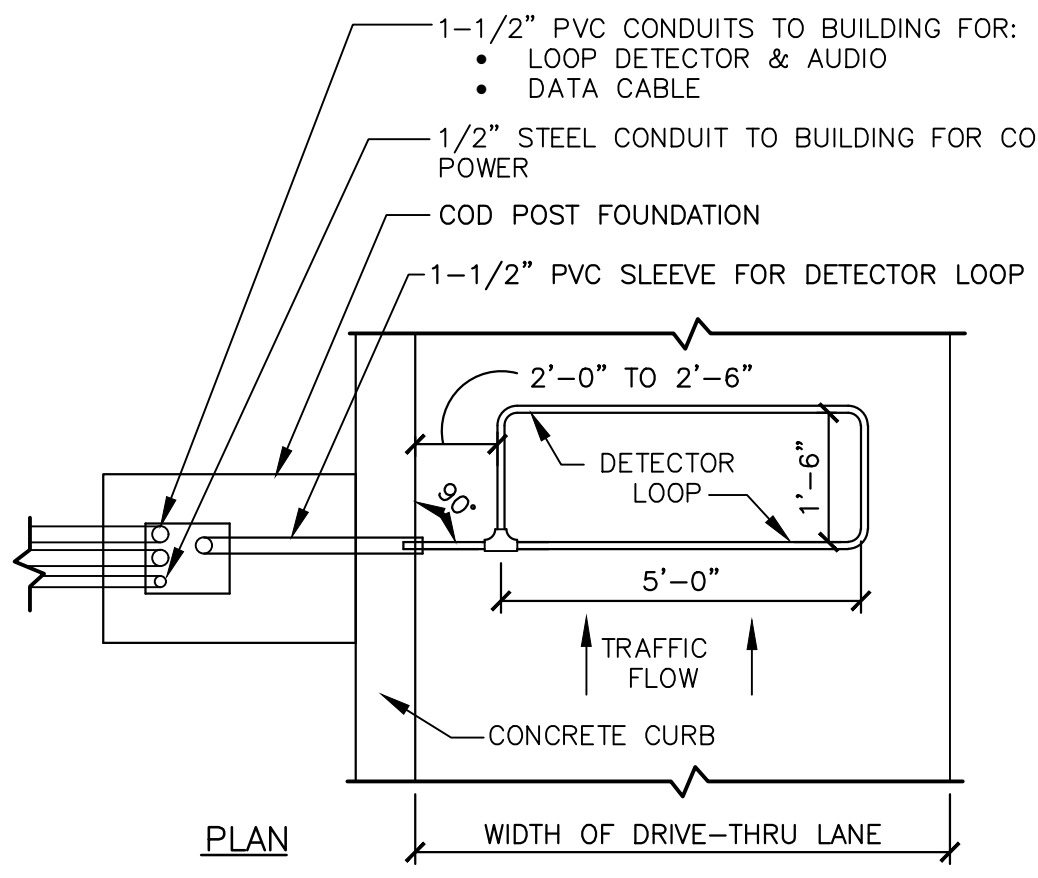
N.T.S.

SHEET NO.	TITLE	DRAWN BY	PREPARED FOR:					REV	DATE	BY
C5.6	McDONALD'S SITE IMPROVEMENT PLANS		 McDONALD'S CORPORATION 1990 McDonald's Corporation 10000 W. Alameda Avenue Denver, CO 80231 THESE DRAWINGS AND ANY INSTRUMENTS OF SERVICE HERETO, INCLUDING ANY INSTRUMENTS OF SERVICE, ARE THE PROPERTY OF DOMINION ENGINEERING ASSOCIATES, L.C. AND ARE NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DOMINION ENGINEERING ASSOCIATES, L.C. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS OR INSTRUMENTS OF SERVICE WITHOUT THE WRITTEN PERMISSION OF DOMINION ENGINEERING ASSOCIATES, L.C. IS PROHIBITED. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS OR INSTRUMENTS OF SERVICE WITHOUT THE WRITTEN PERMISSION OF DOMINION ENGINEERING ASSOCIATES, L.C. IS PROHIBITED. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS OR INSTRUMENTS OF SERVICE WITHOUT THE WRITTEN PERMISSION OF DOMINION ENGINEERING ASSOCIATES, L.C. IS PROHIBITED.	 Dominion Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000						
	EAGLE MOUNTAIN, UTAH	SITD ISSUE DATE		—						
	DESCRIPTION	REVIEWED BY		—						
	ADA DETAILS	DATE REVIEWED		—						
	SITE ID	SITE ADDRESS		OFFICE ADDRESS						
	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UT	4643 S. ULSER ST., SUITE 1300, DENVER, CO 80237								

path: P:\McDONALD\Utah\Eagle Mountain\TOWN CENTER 43-0330\DESIGN\CAD\SHEET FILES\ file name: C5.8 DRIVE-THRU LAYOUT PLAN (Reference).dwg | pld date: November 12, 2024 | plotted by: Garrison/Galley

NOTES

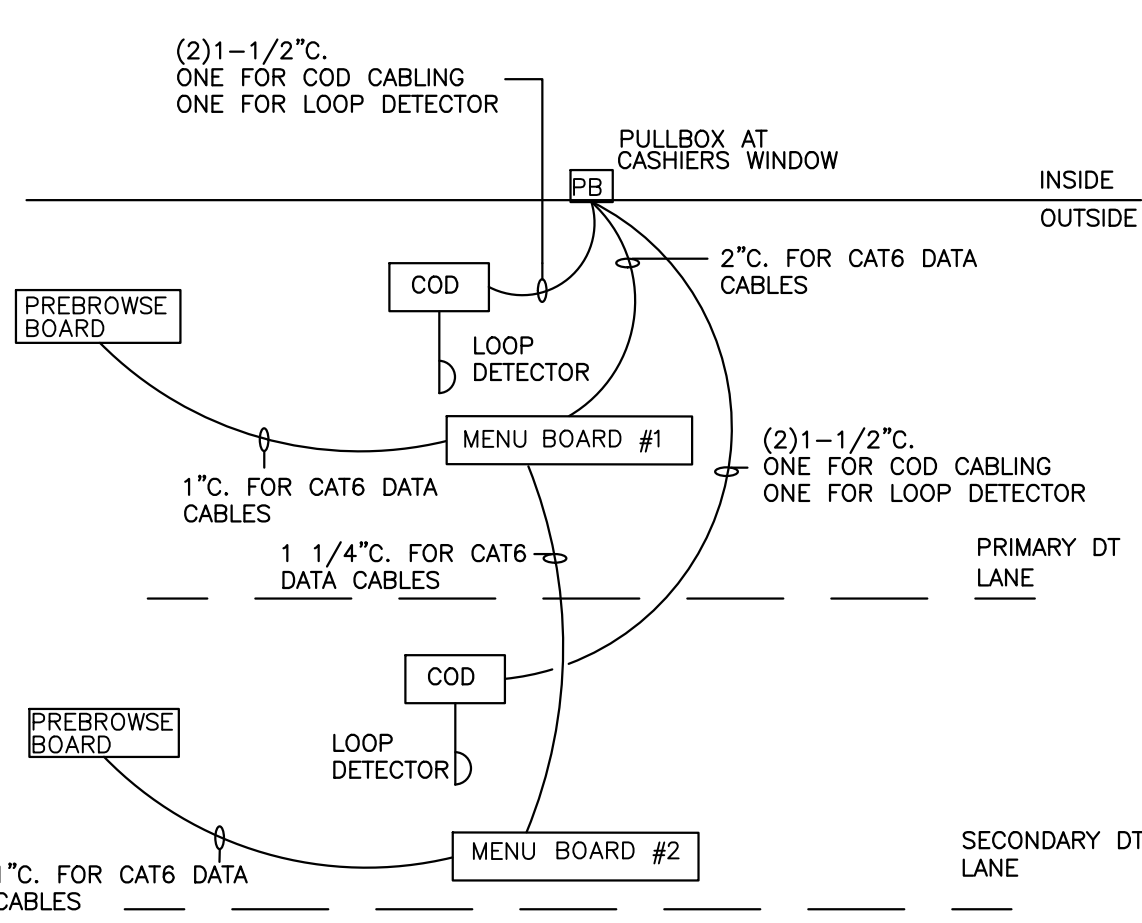
1. VERIFY CONDUIT SIZES AND LAYOUT WITH DETECTOR LOOP MANUFACTURER.
2. CENTER VEHICLE DETECTOR LOOP IN DRIVE THRU LANE. INSTALL PER MFR. RECOMMENDATIONS.
3. NO STEEL (REBAR OR ELECTRICAL WIRE) SHALL BE USED WITHIN 2' OF LOOP.
4. DETECTOR LOOP MANUFACTURERS:
DETECTOR LOOPS MAY BE BY ONE OF THE FOLLOWINGS COMPANIES OR EQUAL.
3M: 1-800-328-0033
HME: 1-800-848-4468
5. DETECTOR LOOP MATERIAL:
PVC TUBING 1/2" I.D. 100 PSI LOOP MADE FROM ONE LENGTH OF THIN FOURTEEN GAUGE STRANDED WIRE. LEAD-IN IS PRE-TWISTED AT FACTORY.
6. DETECTOR LOOP CONSTRUCTION:
FORMED WITH ONE CONTINUOUS LENGTH OF PVC WITH NO SHARP CORNERS AS DETAILED. WIRE LOOPED, FORMED, & PIGTAILED AS DETAILED.



A - C.O.D. DETECTOR LOOP

B - DT WINDOW DETECTOR LOOP

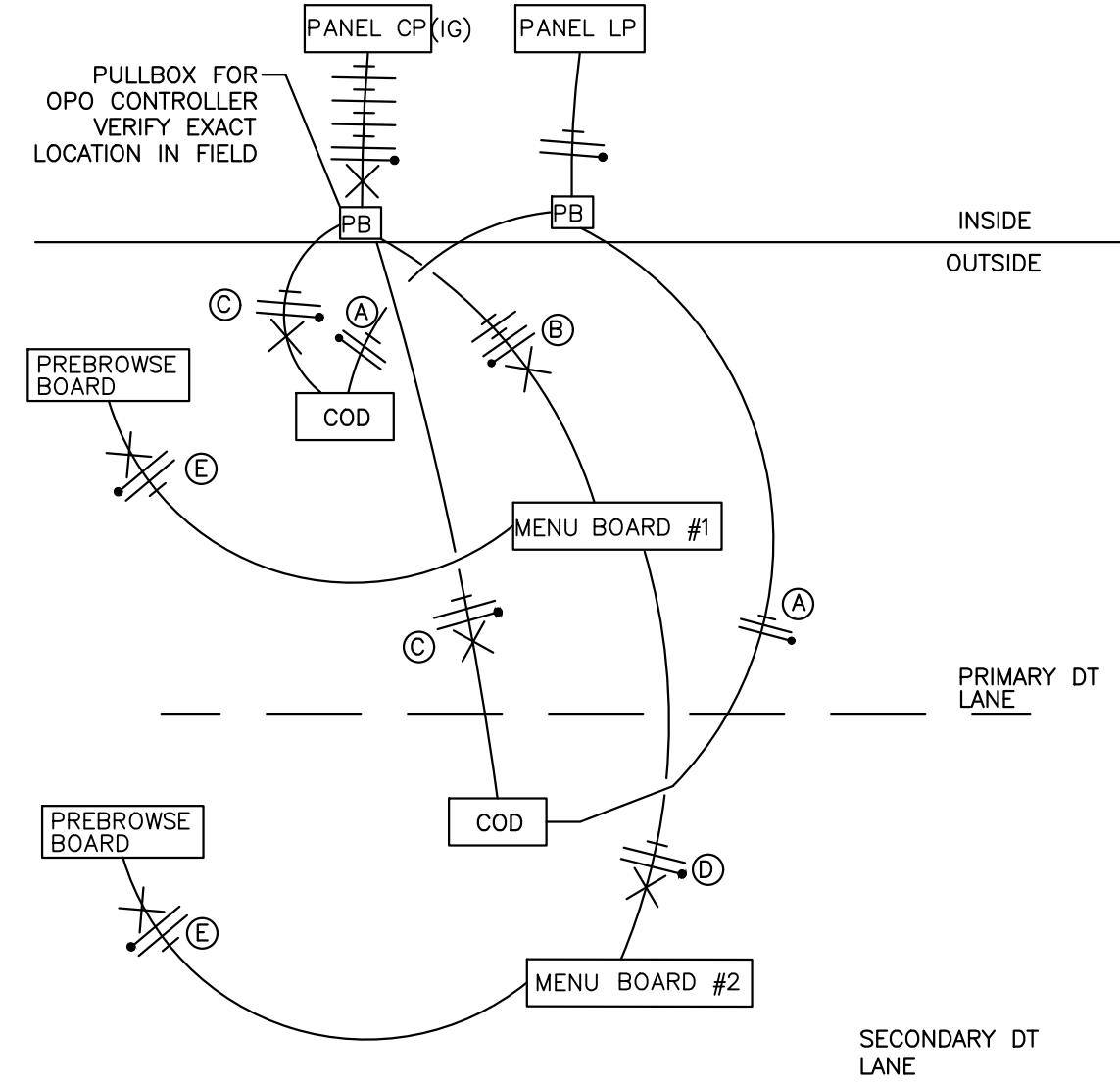
3 DT LOW VOLTAGE CONDUIT DIAGRAM
C5.8 NOT TO SCALE



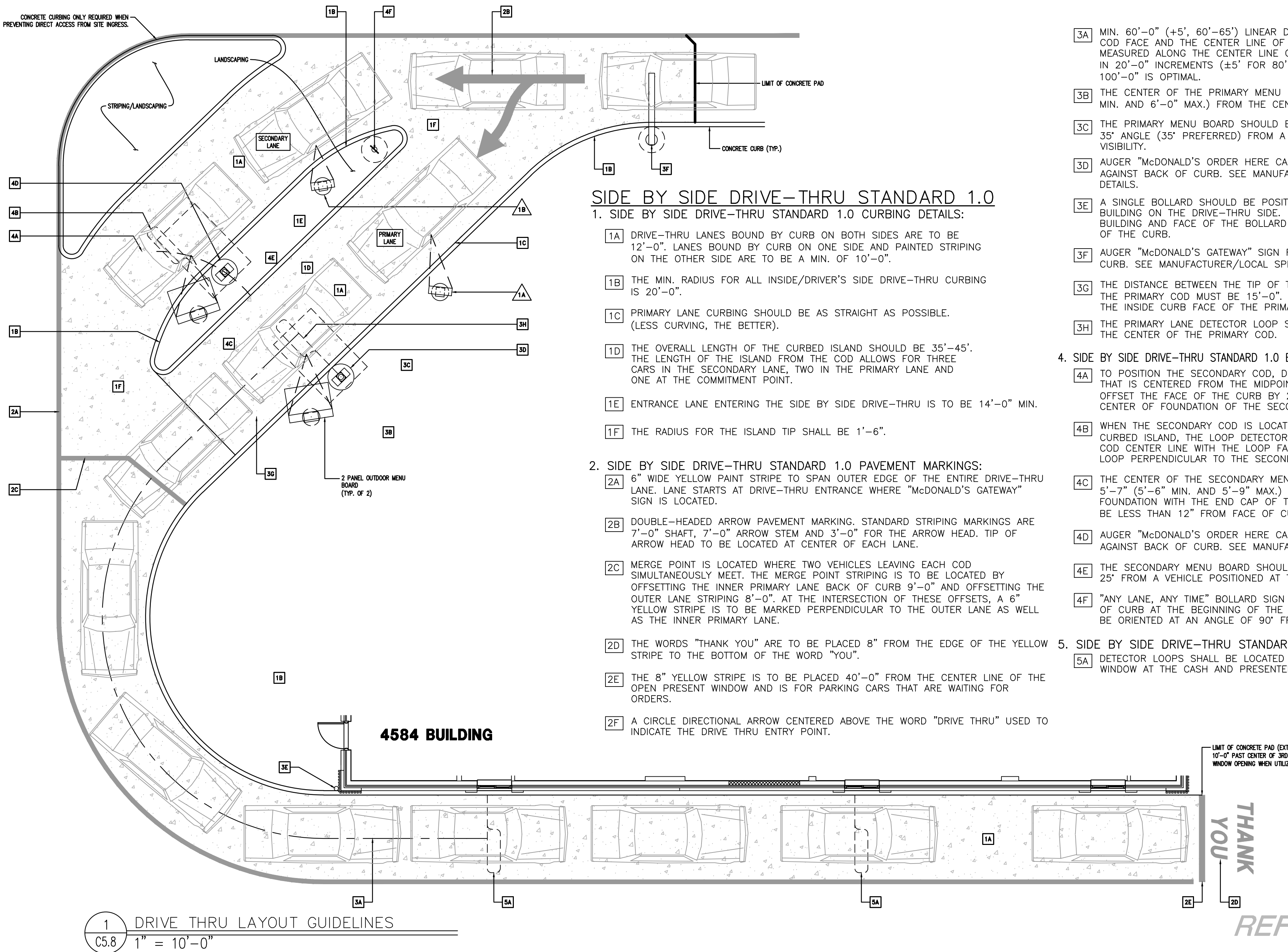
NOTE:

- * VERIFY EXACT CIRCUITS & QUANTITIES OF CIRCUITS WITH PANEL SCHEDULES AND MANUFACTURERS INSTALLATION INSTRUCTIONS.
- FOR EXISTING LOCATIONS:
 - * VERIFY EXISTING CP PANEL HAS AMPACITY AND SUFFICIENT SPARES/SPACE FOR TWO (2) NEW 20A/1P CIRCUITS. UPGRADE CP PANEL TO 42 CIRCUITS IF NECESSARY.
 - * VERIFY EXISTING PULLBOXES ARE SIZED FOR NEW CONDUIT ROUTING. MODIFY PULLBOXES IF NECESSARY.

- A 2#12 & 1#12 GND. TO LP-1 FOR COD CANOPY LIGHTING.
- B 4#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO MENUBOARDS AND MEDIA PLAYERS.
- C 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO COD'S. EACH COD SHALL BE ON ITS OWN SEPARATE CIRCUIT.
- D 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO MENUBOARDS AND MEDIA PLAYERS.
- E 2#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO FOR PRESELL BOARDS AND MEDIA PLAYER.



4 DRIVE THRU POWER DIAGRAM
C5.8 NOT TO SCALE



SIDE BY SIDE DRIVE-THRU STANDARD 1.0

1. SIDE BY SIDE DRIVE-THRU STANDARD 1.0 CURBING DETAILS:
 - 1A DRIVE-THRU LANES BOUND BY CURB ON BOTH SIDES ARE TO BE 12'-0". LANES BOUND BY CURB ON ONE SIDE AND PAINTED STRIPING ON THE OTHER SIDE ARE TO BE A MIN. OF 10'-0".
 - 1B THE MIN. RADIUS FOR ALL INSIDE/DRIVER'S SIDE DRIVE-THRU CURBING IS 20'-0".
 - 1C PRIMARY LANE CURBING SHOULD BE AS STRAIGHT AS POSSIBLE. (LESS CURVING, THE BETTER).
 - 1D THE OVERALL LENGTH OF THE CURBED ISLAND SHOULD BE 35'-45". THE LENGTH OF THE ISLAND FROM THE COD ALLOWS FOR THREE CARS IN THE SECONDARY LANE, TWO IN THE PRIMARY LANE AND ONE AT THE COMMITMENT POINT.
 - 1E ENTRANCE LANE ENTERING THE SIDE BY SIDE DRIVE-THRU IS TO BE 14'-0" MIN.
 - 1F THE RADIUS FOR THE ISLAND TIP SHALL BE 1'-6".
2. SIDE BY SIDE DRIVE-THRU STANDARD 1.0 PAVEMENT MARKINGS:
 - 2A 6" WIDE YELLOW PAINT STRIPE TO SPAN OUTER EDGE OF THE ENTIRE DRIVE-THRU LANE. LANE STARTS AT DRIVE-THRU ENTRANCE WHERE "McDONALD'S GATEWAY" SIGN IS LOCATED.
 - 2B DOUBLE-HEADED ARROW PAVEMENT MARKING. STANDARD STRIPING MARKINGS ARE 7'-0" SHAFT, 7'-0" ARROW STEM AND 3'-0" FOR THE ARROW HEAD. TIP OF ARROW HEAD TO BE LOCATED AT CENTER OF EACH LANE.
 - 2C MERGE POINT IS LOCATED WHERE TWO VEHICLES LEAVING EACH COD SIMULTANEOUSLY MEET. THE MERGE POINT STRIPING IS TO BE LOCATED BY OFFSETTING THE INNER PRIMARY LANE BACK OF CURB 9'-0" AND OFFSETTING THE OUTER LANE STRIPING 8'-0". AT THE INTERSECTION OF THESE OFFSETS, A 6" YELLOW STRIPE IS TO BE MARKED PERPENDICULAR TO THE OUTER LANE AS WELL AS THE INNER PRIMARY LANE.
 - 2D THE WORDS "THANK YOU" ARE TO BE PLACED 8" FROM THE EDGE OF THE YELLOW STRIPE TO THE BOTTOM OF THE WORD "YOU".
 - 2E THE 8" YELLOW STRIPE IS TO BE PLACED 40'-0" FROM THE CENTER LINE OF THE OPEN PRESENT WINDOW AND IS FOR PARKING CARS THAT ARE WAITING FOR ORDERS.
 - 2F A CIRCLE DIRECTIONAL ARROW CENTERED ABOVE THE WORD "DRIVE THRU" USED TO INDICATE THE DRIVE THRU ENTRY POINT.

- 3A MIN. 60'-0" (+5', 60'-65') LINEAR DISTANCE BETWEEN THE CENTER LINE OF THE COD FACE AND THE CENTER LINE OF THE OPEN ORDER BOOTH WINDOW AS MEASURED ALONG THE CENTER LINE OF THE LANE. THIS MAY ONLY BE INCREASED IN 20'-0" INCREMENTS (+5' FOR 80', 100', AND 120') TO A MAX OF 120'. 100'-0" IS OPTIMAL.
- 3B THE CENTER OF THE PRIMARY MENU BOARD FOUNDATION IS TO BE 5'-3" (5'-0" MIN. AND 6'-0" MAX.) FROM THE CENTER OF THE COD FOUNDATION.
- 3C THE PRIMARY MENU BOARD SHOULD BE AT AN ANGLE OF APPROXIMATELY 25° TO 35° ANGLE (35° PREFERRED) FROM A CAR POSITIONED AT THE COD AND WITH 100% VISIBILITY.
- 3D AUGER "McDONALD'S ORDER HERE CANOPY" COD/CANOPY FOUNDATION TIGHT AGAINST BACK OF CURB. SEE MANUFACTURER/LOCAL SPECIFICATIONS FOR DETAILS.
- 3E A SINGLE BOLLARD SHOULD BE POSITIONED AT THE CORNER OF THE BUILDING ON THE DRIVE-THRU SIDE. IT SHOULD BE FLUSH AGAINST THE BUILDING AND FACE OF THE BOLLARD SHOULD BE TIGHT AGAINST THE BACK OF THE CURB.
- 3F AUGER "McDONALD'S GATEWAY" SIGN FOUNDATION TIGHT AGAINST BACK OF CURB. SEE MANUFACTURER/LOCAL SPECIFICATIONS FOR DETAILS.
- 3G THE DISTANCE BETWEEN THE TIP OF THE CURBED ISLAND AND THE CENTER LINE OF THE PRIMARY COD MUST BE 15'-0". THIS MEASUREMENT IS TAKEN PARALLEL TO THE INSIDE CURB FACE OF THE PRIMARY LANE.
- 3H THE PRIMARY LANE DETECTOR LOOP SHOULD BE PERPENDICULAR TO THE CENTER OF THE PRIMARY COD.
4. SIDE BY SIDE DRIVE-THRU STANDARD 1.0 EQUIPMENT POSITIONING FOR SECONDARY LANE:
 - 4A TO POSITION THE SECONDARY COD, DRAW AN ARC WITH A 14' RADIUS THAT IS CENTERED FROM THE MIDPOINT OF THE ISLAND TIP. THEN OFFSET THE FACE OF THE CURB BY 24" TO DETERMINE THE LOCATION OF CENTER OF FOUNDATION OF THE SECONDARY COD.
 - 4B WHEN THE SECONDARY COD IS LOCATED AT 14'-0" FROM THE TIP OF THE CURBED ISLAND, THE LOOP DETECTOR IS TO BE 2'-0" FORWARD OF THE COD CENTER LINE WITH THE LOOP FACING FORWARD AND THE DETECTOR LOOP PERPENDICULAR TO THE SECONDARY COD WHEN POSSIBLE.
 - 4C THE CENTER OF THE SECONDARY MENU BOARD FOUNDATION SHALL BE 5'-7" (5'-6" MIN. AND 5'-9" MAX.) FROM CENTER OF THE COD FOUNDATION WITH THE END CAP OF THE SECONDARY MENU BOARD NOT BE LESS THAN 12" FROM FACE OF CURB.
 - 4D AUGER "McDONALD'S ORDER HERE CANOPY" COD/CANOPY FOUNDATION TIGHT AGAINST BACK OF CURB. SEE MANUFACTURER/LOCAL SPECIFICATIONS FOR DETAILS.
 - 4E THE SECONDARY MENU BOARD SHOULD BE AT AN ANGLE OF APPROXIMATELY 25° FROM A VEHICLE POSITIONED AT THE COD AND WITH 100% VISIBILITY.
 - 4F "ANY LANE, ANY TIME" BOLLARD SIGN MUST BE A MIN. OF 1'-6" FROM FACE OF CURB AT THE BEGINNING OF THE LANDSCAPE ISLAND. BOLLARD SIGN IS TO BE ORIENTED AT AN ANGLE OF 90° FROM THE CURB.
5. SIDE BY SIDE DRIVE-THRU STANDARD 1.0 DETECTOR LOOP:
 - 5A DETECTOR LOOPS SHALL BE LOCATED AT THE CENTER OF THE OPENING WINDOW AT THE CASH AND PRESENTER BOOTHS.

REFERENCE ONLY

SIDE BY SIDE DRIVE-THRU STANDARD 1.0 FEATURES:

1. SIDE BY SIDE DRIVE-THRU STANDARD 1.0 EQUIPMENT:

- 1A PRE-BROWSE BOARD MUST BE MIN. 12" FROM FACE OF CURB (18" TO 24" PREFERRED). THE DISTANCE BETWEEN THE PRIMARY COD AND PRE-BROWSE BOARD IS TO BE 15' AS MEASURED ALONG THE FACE OF THE CURB. THIS IS MEASURED FROM THE CENTER OF THE PRE-BROWSE BOARD FOUNDATION TO THE CENTER OF THE COD FOUNDATION. THE ANGLE (APPROXIMATELY 50°) OF THE PRE-BROWSE BOARD SHOULD MAXIMIZE VISIBILITY TO THE SECOND CAR FROM COD.
- 1B PRE-BROWSE BOARD MUST BE MIN. 12" FROM FACE OF CURB (18" PREFERRED). THE DISTANCE BETWEEN THE SECONDARY COD AND PRE-BROWSE BOARD IS TO BE 15' AS MEASURED ALONG THE FACE OF THE CURB. THIS IS MEASURED FROM THE POINT PERPENDICULAR TO THE CENTER OF THE PRE-BROWSE BOARD FOUNDATION TO THE POINT PERPENDICULAR TO THE CENTER OF THE COD FOUNDATION. THE ANGLE OF THE PRE-BROWSE BOARD SHOULD MAXIMIZE VISIBILITY TO THE SECOND CAR FROM COD (PREFERRED 35°).

GENERAL NOTES

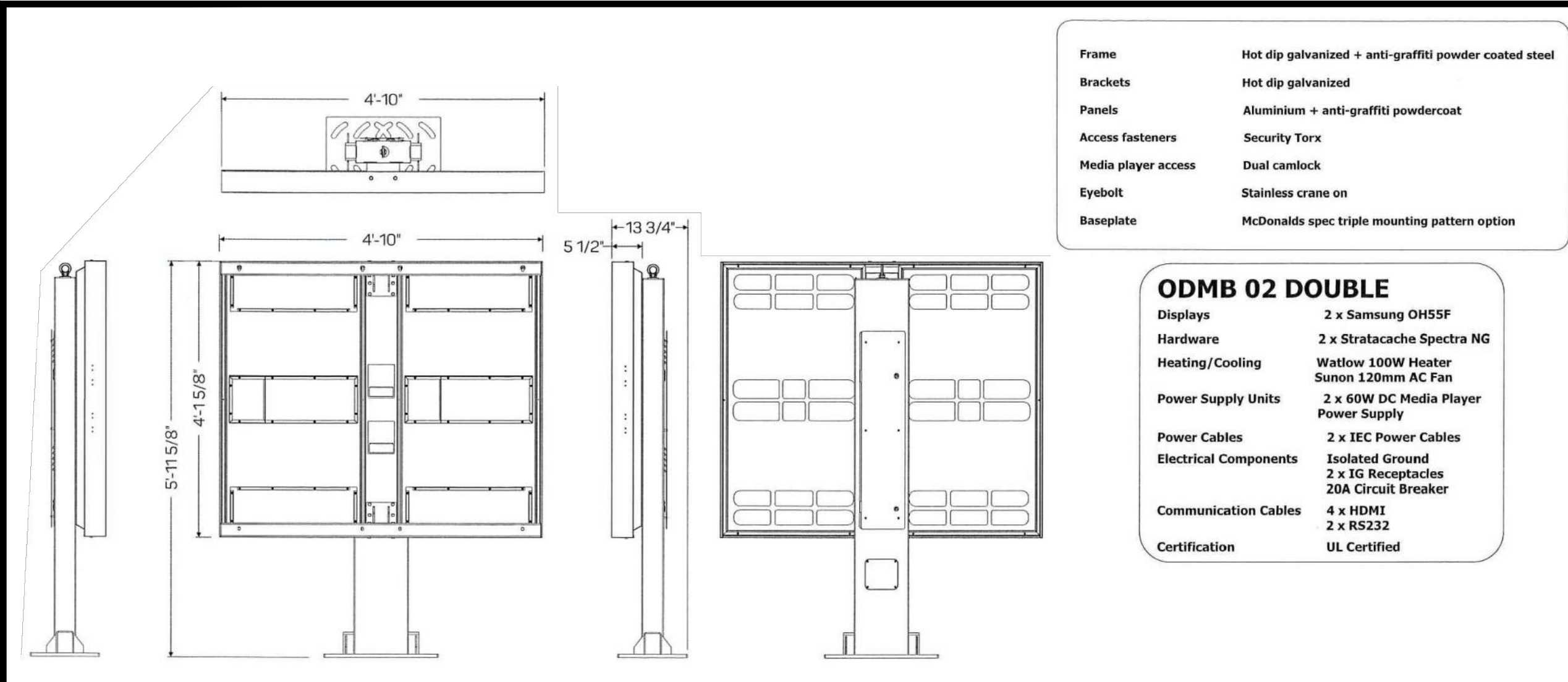
1. DRIVE-THRU ELEMENTS:
COD, DRIVE-THRU PYLON/CLEARANCE POLE AND BOLLARD SIGN SHALL BE CONSISTENT WITH THE STANDARD BUILDING DESIGN DRIVE-THRU ELEMENTS.
OTHER DESIGNS MAY NOT BE USED.
2. CONTRACTOR SHALL COORDINATE WITH APPLICABLE PLANS, McDONALD'S AREA CONSTRUCTION MANAGER, CONTENT SUPPLIER AND SIGNAGE SUPPLIER TO DETERMINE EXACT LOCATION, ORIENTATION, MOUNTING HEIGHTS, AND NUMBER OF BOARDS AND OTHER DRIVE-THRU ELEMENTS TO BE INSTALLED AT THIS SITE. ALL WORK TO BE COORDINATED WITH OTHER TRADES.
3. CONTACT McDONALD'S AREA CONSTRUCTION MANAGER FOR DRIVE-THRU ELEMENT FOOTING AND WIRING REQUIREMENTS NOT SHOWN. (INFORMATION ALSO AVAILABLE THROUGH VENDOR WEBSITES) SIGNAGE MANUFACTURER TO PROVIDE FOOTING ANCHORS & TEMPLATES TO G.C. PRIOR TO FOUNDATION POURING.
4. SEE DETAIL 2 THIS SHEET FOR DETECTOR LOOP INFORMATION, DETAIL 3 THIS SHEET FOR LOW VOLTAGE CONDUIT DIAGRAM AND DETAIL 4 THIS SHEET FOR DRIVE THRU POWER DIAGRAM; VENDOR'S SPECIFICATIONS SHALL GOVERN UPON ANY DISCREPANCIES.
5. CONTRACTOR TO COORDINATE THE RESPONSIBILITIES OF THE ELECTRICAL CONTRACTOR, CONTENT SUPPLIER AND THE SIGN SUPPLIER.
6. CONTRACTOR TO INSTALL PRE-FORMED, PRE-WIRED VEHICLE DETECTOR LOOP.
7. CONTRACTOR SHALL VERIFY CONDUIT SIZES REQUIRED BY VEHICLE LOOP DETECTOR SUPPLIER.
8. IF 12" MIN. CLEARANCE CANNOT BE ATTAINED OR IF THERE IS A HIGH CHANCE OF AN IMPACT, A BOLLARD MAY BE INSTALLED TO PROTECT THE APPROPRIATE BOARD(S). 100% VISIBILITY OF THE BOARD(S) IS REQUIRED AFTER BOLLARD PLACEMENT.
9. MENU BOARDS SHALL BE PLACED TO ALLOW FRONT ACCESS CLEARANCE: 100% ACCESS IS REQUIRED.

SHEET NO.		TITLE		DRAWN BY		STD. ISSUE DATE		REVIEWED BY		DATE REVIEWED		DATE ISSUED		OFFICE ADDRESS		SITE ADDRESS		DESCRIPTION		BY	
C5.8		McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH		Garrison/Galley		-		-		-		-		4643 S. ULSTER ST., SUITE 1300, DENVER, CO 80237		4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UT		McDONALD'S DRIVE-THRU LAYOUT PLAN		-	

REGISTERED PROFESSIONAL ENGINEER
No. 8030527
JERRY RICK HANSON
1/2/24
STATE OF UTAH

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

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GENERAL NOTES

- THE FOLLOWING CODES WERE USED IN DESIGN:
 - IBC 2018
 - ASCE 7-16
 - ACI 318-14
- WIND SPEED 130 MPH (ULTIMATE WIND SPEED)
- EXPOSURE C
- 50 PSF SNOW LOADING
- ALL FOOTING EXCAVATIONS ARE TO BE CLEAR OF WATER AND FOREIGN MATTER BEFORE PLACING CONCRETE
- MINIMUM ALLOWABLE LATERAL SOIL BEARING PRESSURE OF 100 PSF/FT (X2)
- SITE SOIL CONDITIONS TO BE CONFIRMED BY GEOTECHNICAL ENGINEER, IF ASSUMED SOIL CONDITIONS ARE NOT PRESENT, FOUNDATION SHALL BE DESIGNED BY A LICENSED STRUCTURAL ENGINEER TAKING IN TO ACCOUNT ACTUAL SITE SOIL CONDITIONS
- TOP 6" OF SOIL NEGLECTED IN EMBEDMENT DEPTH CALCULATIONS (EMBEDMENT DEPTHS SHOWN ARE FROM GRADE)

CONCRETE:

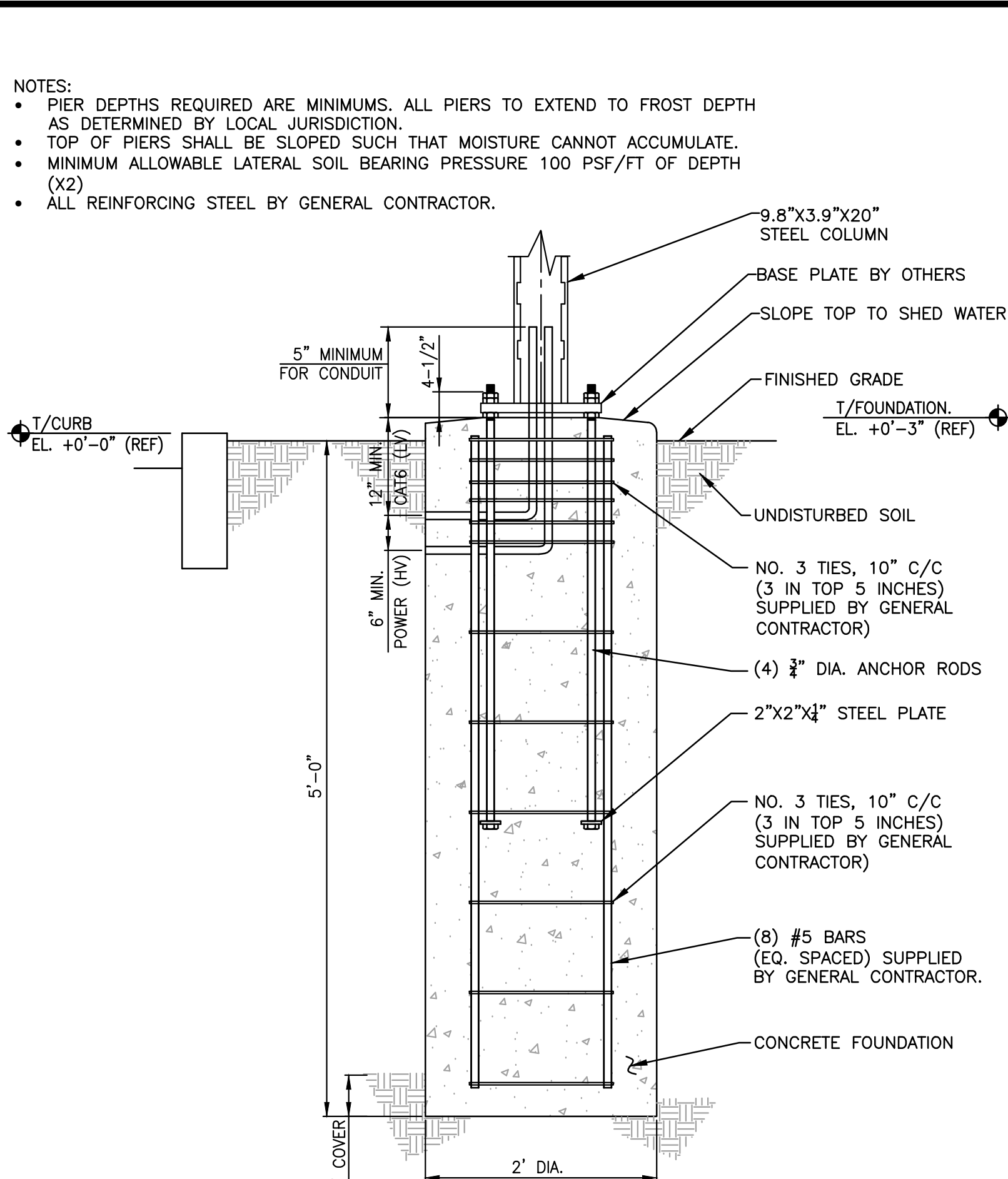
- ALL FOOTINGS SHALL BEAR ON FIRM UNDISTURBED RESIDUAL SOIL AND/OR ENGINEERED EARTH FILL COMPACTED TO 98% OF ITS MAXIMUM DRY DENSITY AS PER ASTM D 698-70 (STANDARD PROCTOR) UNLESS NOTED OTHERWISE
- ALL PIERS TO EXTEND TO FROST DEPTH AS DETERMINED BY LOCAL JURISDICTION
- TOP OF PIERS SHALL BE SLOPED SUCH THAT MOISTURE CANNOT ACCUMULATE

-MINIMUM CONCRETE STRENGTH (F'C=4,500 PSI) SHALL CONFORM WITH MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 2.13-A

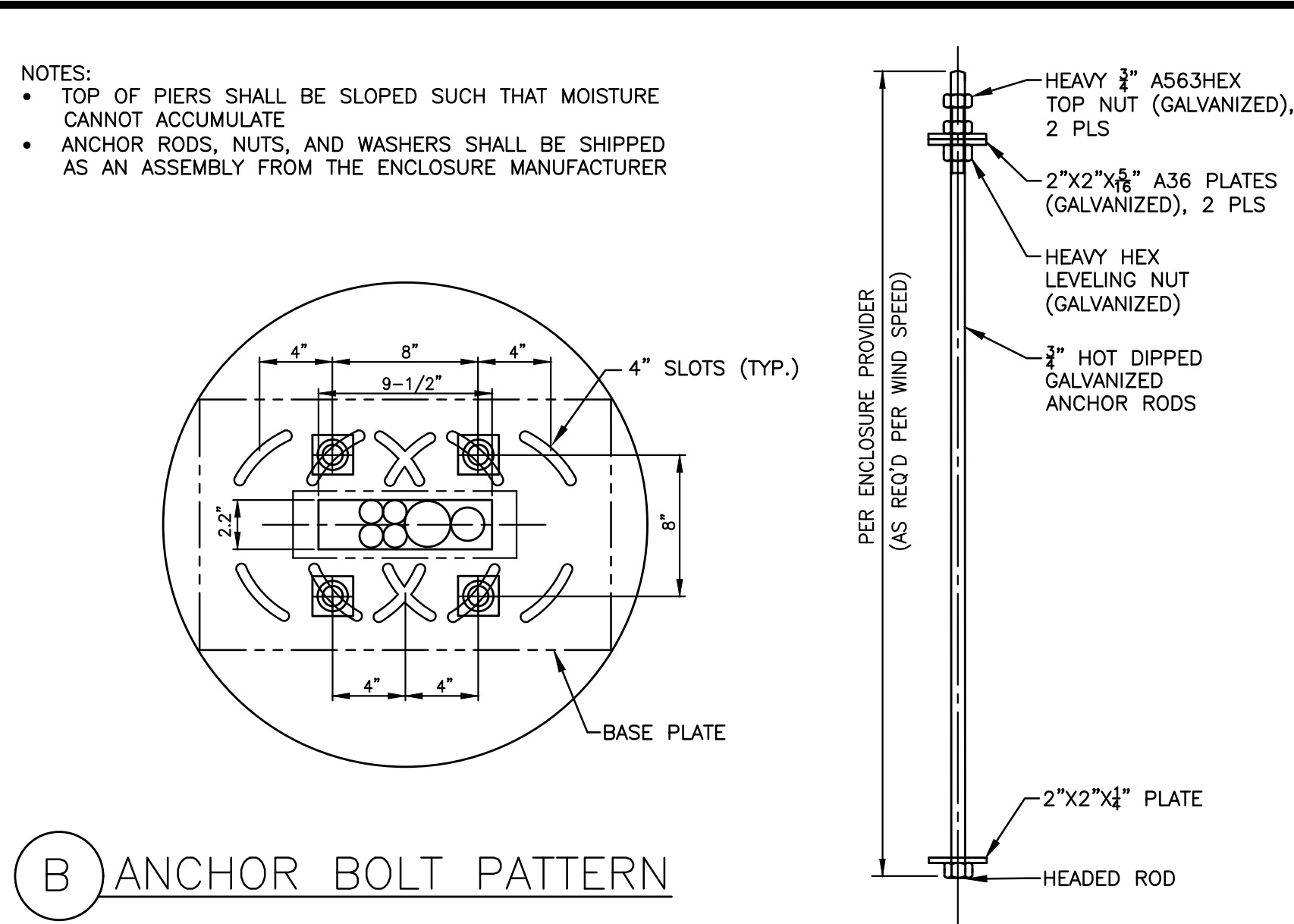
- USE OF ADMIXTURES SHALL CONFORM TO MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATION SECTION 2.6
- AIR ENTERTAINMENT SHALL CONFORM WITH MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS 2.6-A AND 2.13-A
- WATER CONTENT RATIO SHALL CONFORM TO MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 2.13-A
- FOUNDATION CONCRETE TO BE TESTED PER MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTION 3.14
- PROVIDE A MINIMUM 3" OF CONCRETE COVER OVER ALL EMBEDDED STEEL
- REINFORCEMENT PLACEMENT SHALL CONFORM TO MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATIONS SECTIONS 3.2 & 3.5 PERFORMED BY GENERAL CONTRACTOR
- ANCHOR RODS TO BE SET IN ACCORDANCE WITH AISC CODE OF STANDARD PRACTICE
- DO NOT PLACE POLES ON CONCRETE UNTIL CONCRETE HAS CURED PER MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATION SECTION 3.11-E
- CAST CONCRETE DIRECTLY AGAINST EXCAVATED HOLE SIDES
- ASTM A-615, GR 60 REBAR, BLACK

STEEL:

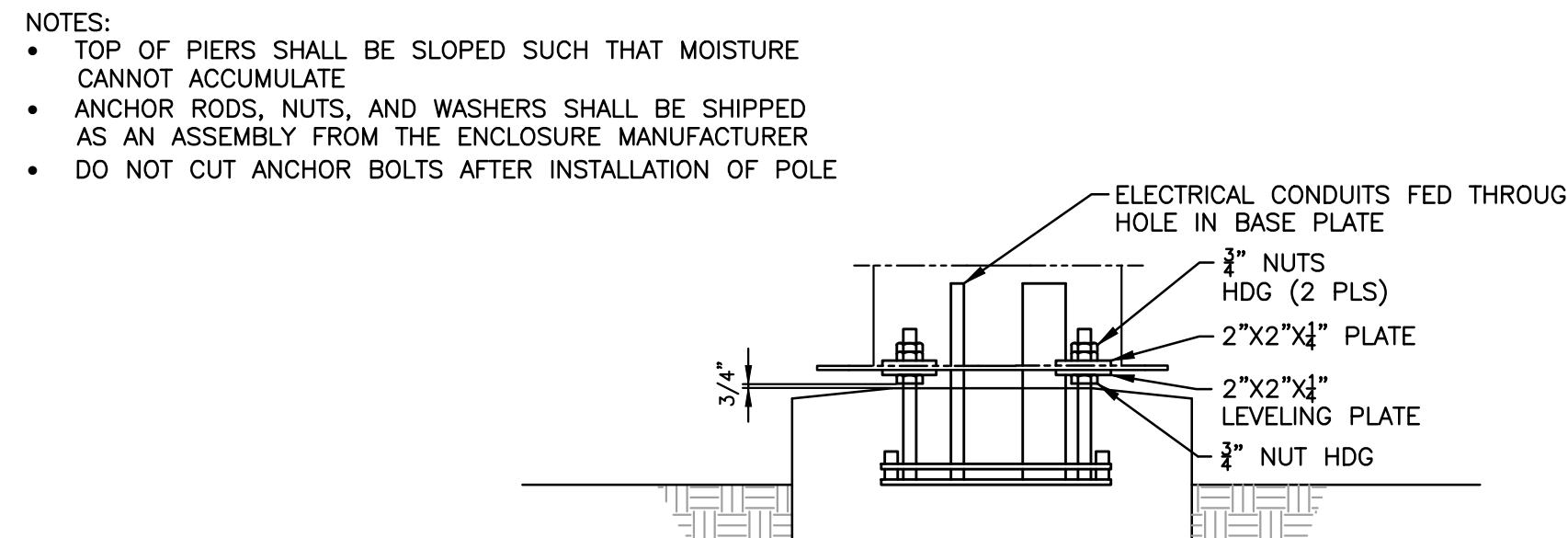
- STEEL PIPE SECTION: ASTM A53 OR A252 TYPE E GRADE B (Fy=35 KSI)
- HSS ROUND SECTION: ASTM A500 GRADE B (Fy= 42 KSI)
- HSS SQUARE/RECTANGULAR SECTIONS: ASTM A500 GRADE B (Fy= 46 KSI)
- HEADED ANCHOR RODS ASTM F1554 GR 55, S1 WHEN THE EMBEDDED END OF THE ROD IS THREADED AND THE NUT TACK WELDED PRIOR TO GALVANIZATION.
- STEEL ANGLES, CHANNELS, STRUCTURAL SHAPES AND PLATES: ASTM A36
- REINFORCEMENT: ASTM A615 GRADE 60- BY GENERAL CONTRACTOR
- NUTS: ASTM A563A, HEAVY HEX
- WASHERS: ASTM F844 A36
- USE ASTM A153 CLASS C OT DIPPED GALVANIZED BOLTS AND FASTENERS.
- ANCHOR RODS, NUTS, AND WASHERS SHALL BE SHIPPED AS AN ASSEMBLY FROM THE SIGN/LIGHTING MANUFACTURER
- NO FIELD HEATING TO BEND STEEL SHALL BE ALLOWED WITHOUT ENGINEER'S APPROVAL
- DO NOT CUT ANCHOR RODS AFTER INSTALLATION OF POLE
- AFTER INSTALLATION, ALL EXPOSED STEEL SHALL BE PAINTED WITH AN ENAMEL PAINT TO INHIBIT CORROSION
- ANY FIELD WELDING SHALL FIRST BE VERIFIED BY ENGINEER AND PERFORMED IN ACCORDANCE WITH AWS D1.1
- REFER TO SIGN MANUFACTURER DRAWINGS AND INSTRUCTIONS FOR ADDITIONAL INFORMATION



A FOUNDATION

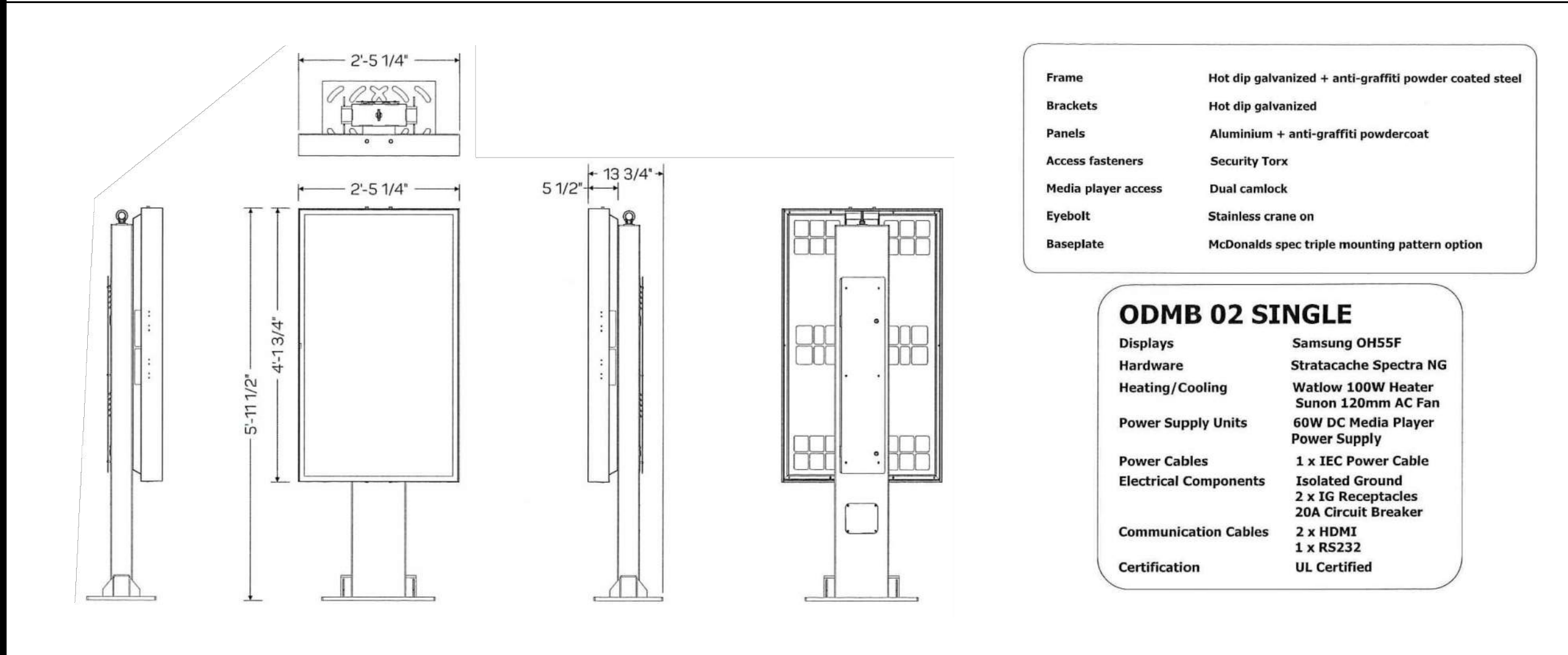


B ANCHOR BOLT PATTERN



C CONNECTION DETAILS

1 DIGITAL MENU BOARD
C5.13 SCALE: NONE



GENERAL NOTES

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 - IBC 2018
 - ASCE 7-16
 - ACI 318-14
- WIND SPEED 130 MPH (ULTIMATE WIND SPEED)
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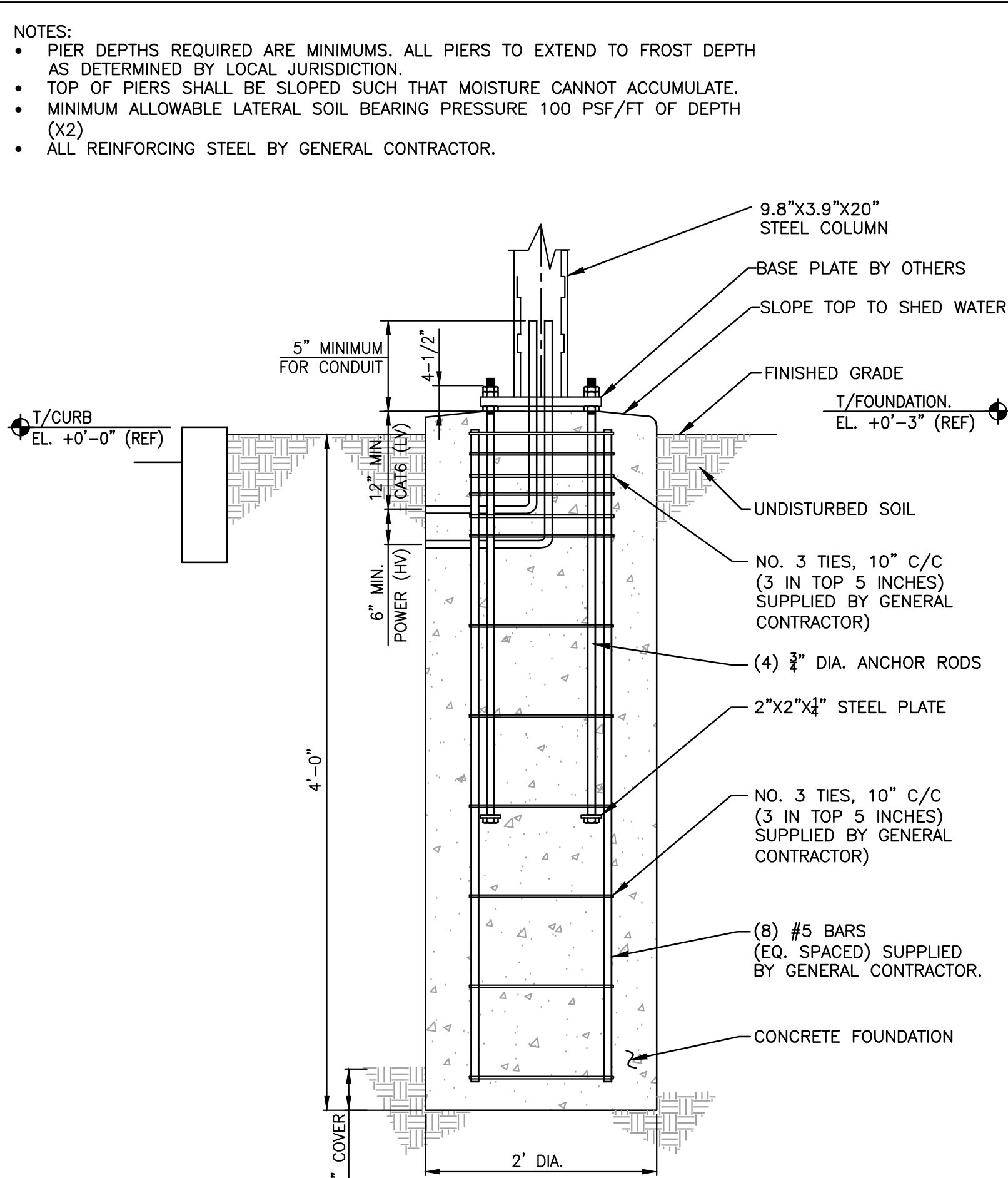
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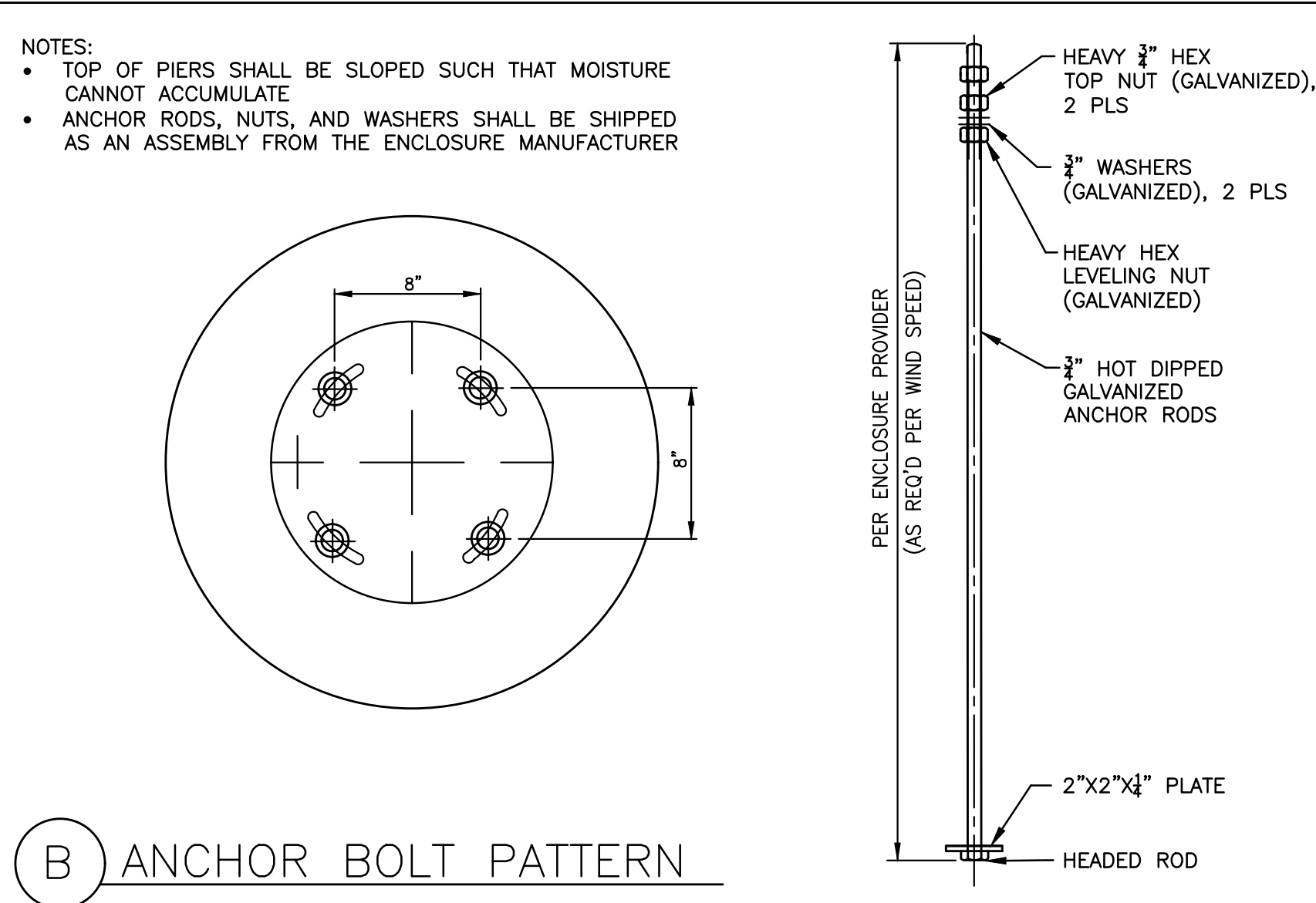
- USE OF ADMIXTURES SHALL CONFORM TO MCDONALD'S CAST-IN-PLACE CONCRETE SPECIFICATION SECTION 2.6
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STEEL:

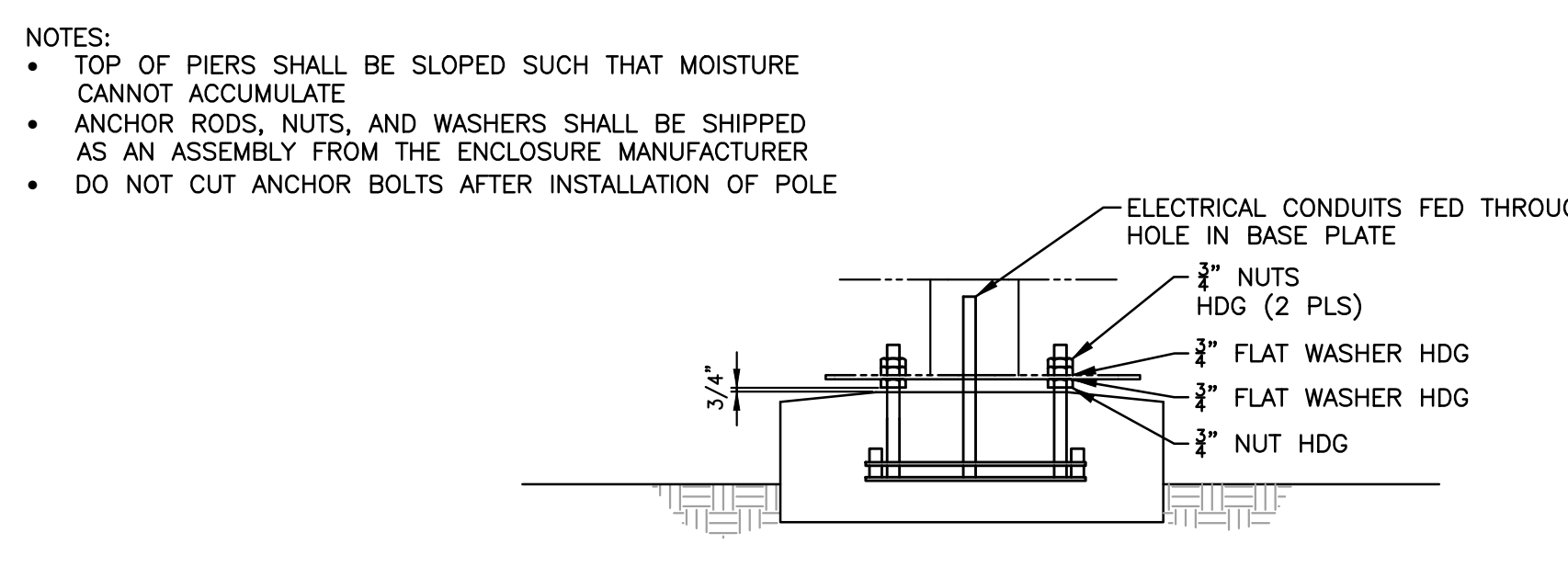
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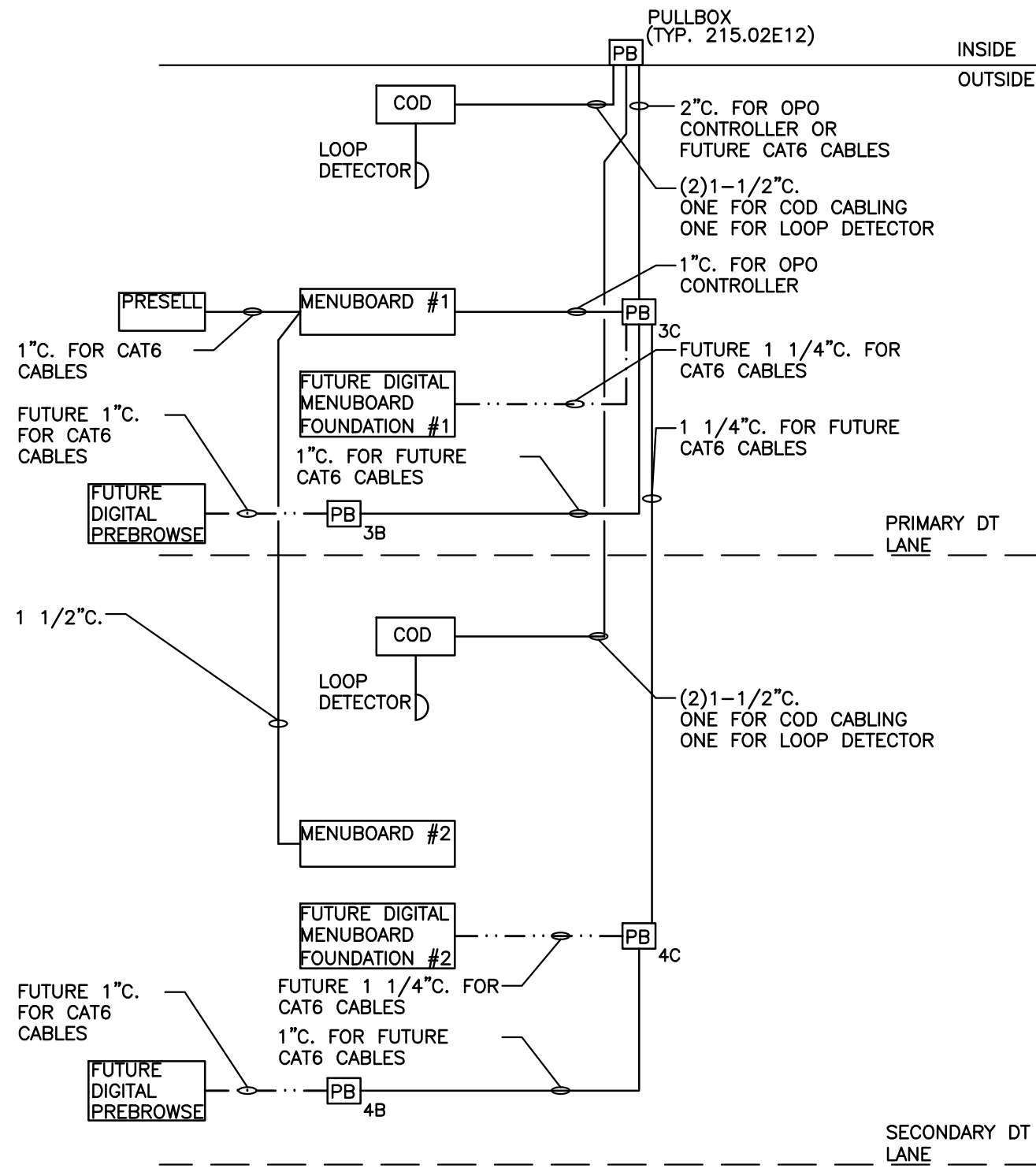
B ANCHOR BOLT PATTERN



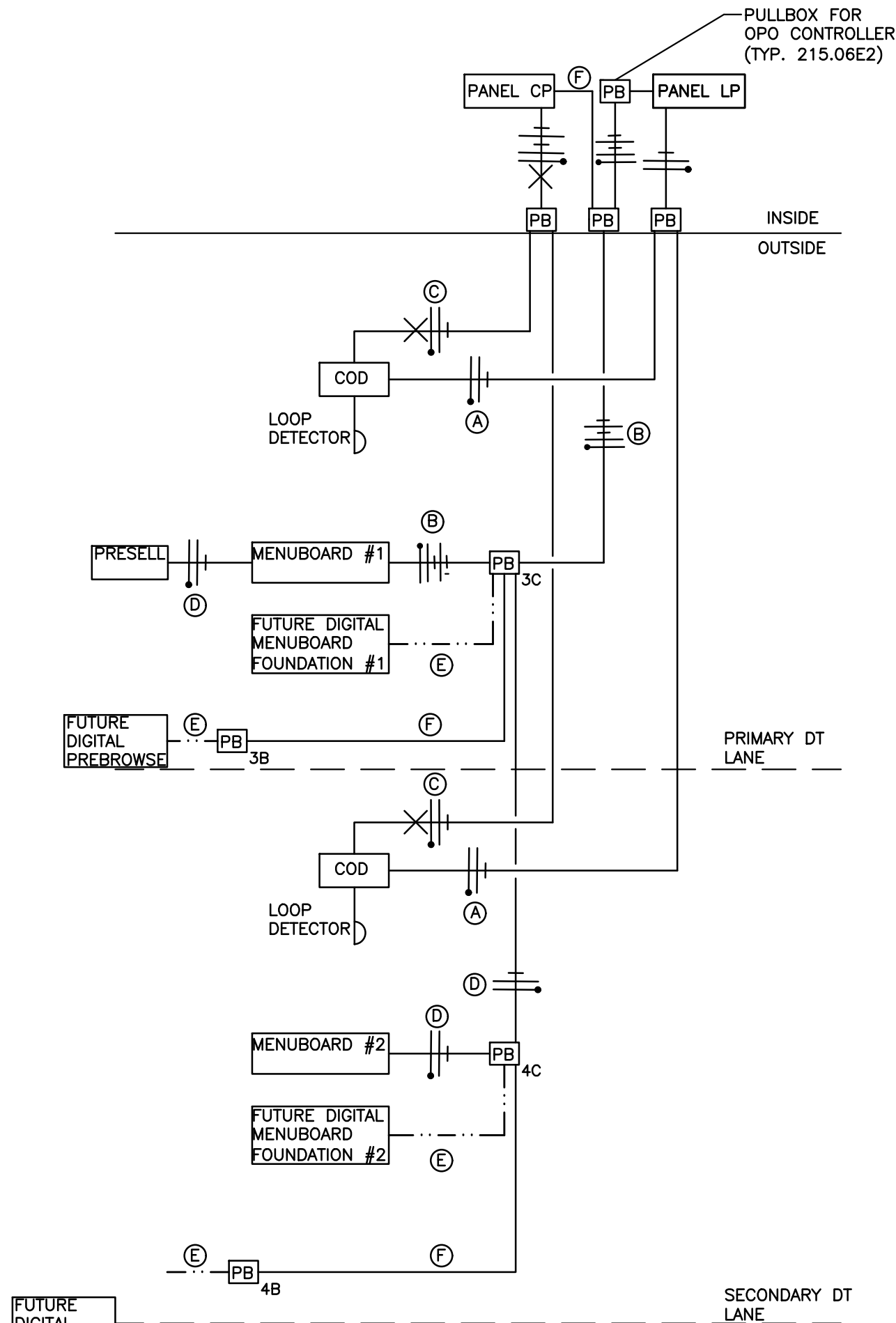
C CONNECTION DETAILS

2 DIGITAL PRE-BROWSE BOARD
C5.13 SCALE: NONE

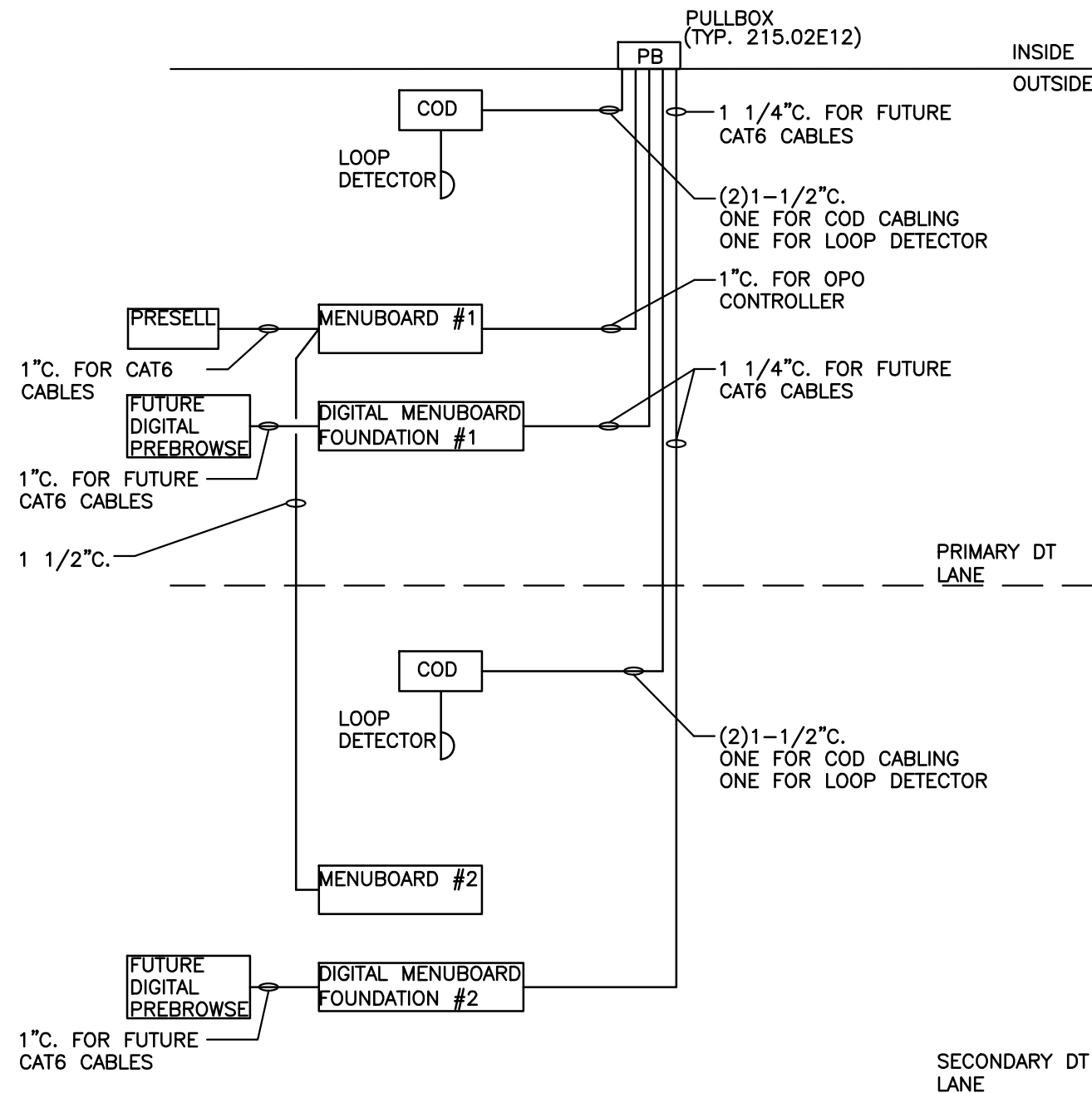
SHEET NO.	TITLE	DRAWN BY	PREPARED FOR	STD	ISSUE DATE	REVIEWED BY	DATE REVIEWED	DATE ISSUED	SITE ADDRESS	OFFICE ADDRESS	DENVER REGION: 4643 S. ULLSTER ST., SUITE 1300, DENVER, CO 80237	BY
C5.9	McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH DIGITAL BOARD - FOUNDATION PLANS	-	-	-	-	-	-	-	043-0330	4248 NORTH 1650 EAST, EAGLE MOUNTAIN, UT	-	DESCRIPTION
REGISTERED PROFESSIONAL ENGINEER No. 8030527 JERRY RICK HANSON 1/12/24 STATE OF UTAH DOMINION Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000 MC CORPORATION KPOC DRIVE - 6001 DAN BROOK, ILLINOIS 60021 THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF MC CORPORATION. NO PART OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MC CORPORATION. THE CONTRACT DOCUMENTS SHALL BE PREPARED AND USED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SIXTH EDITION, 2003, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SIXTH EDITION, 2003, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY TRENCHES AND EMBANKMENTS, SIXTH EDITION, 2003, AS AMENDED.												



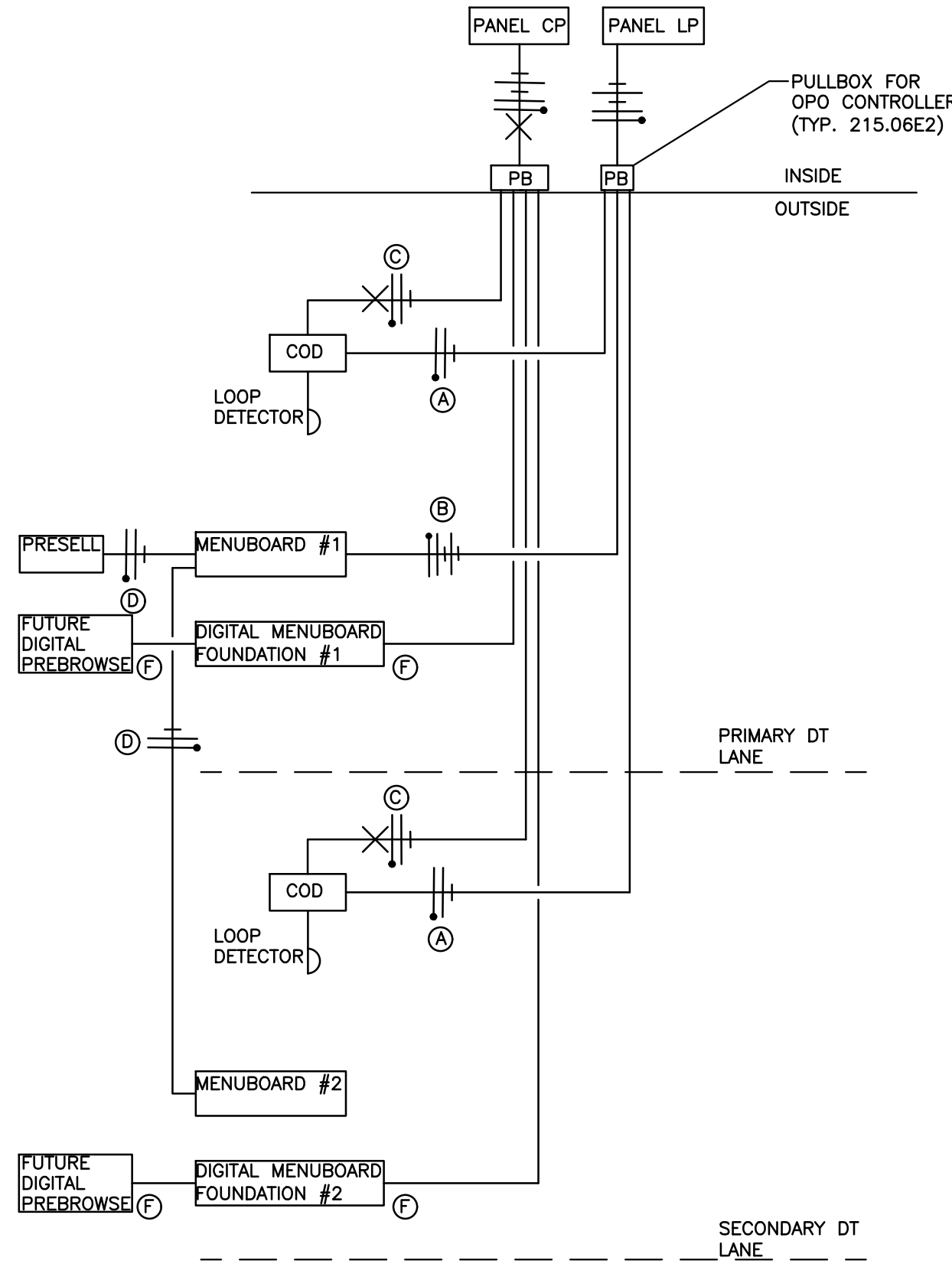
1 DT LOW VOLTAGE CONDUIT DIAGRAM (OPTION 1.0)
C5.10 NOT TO SCALE



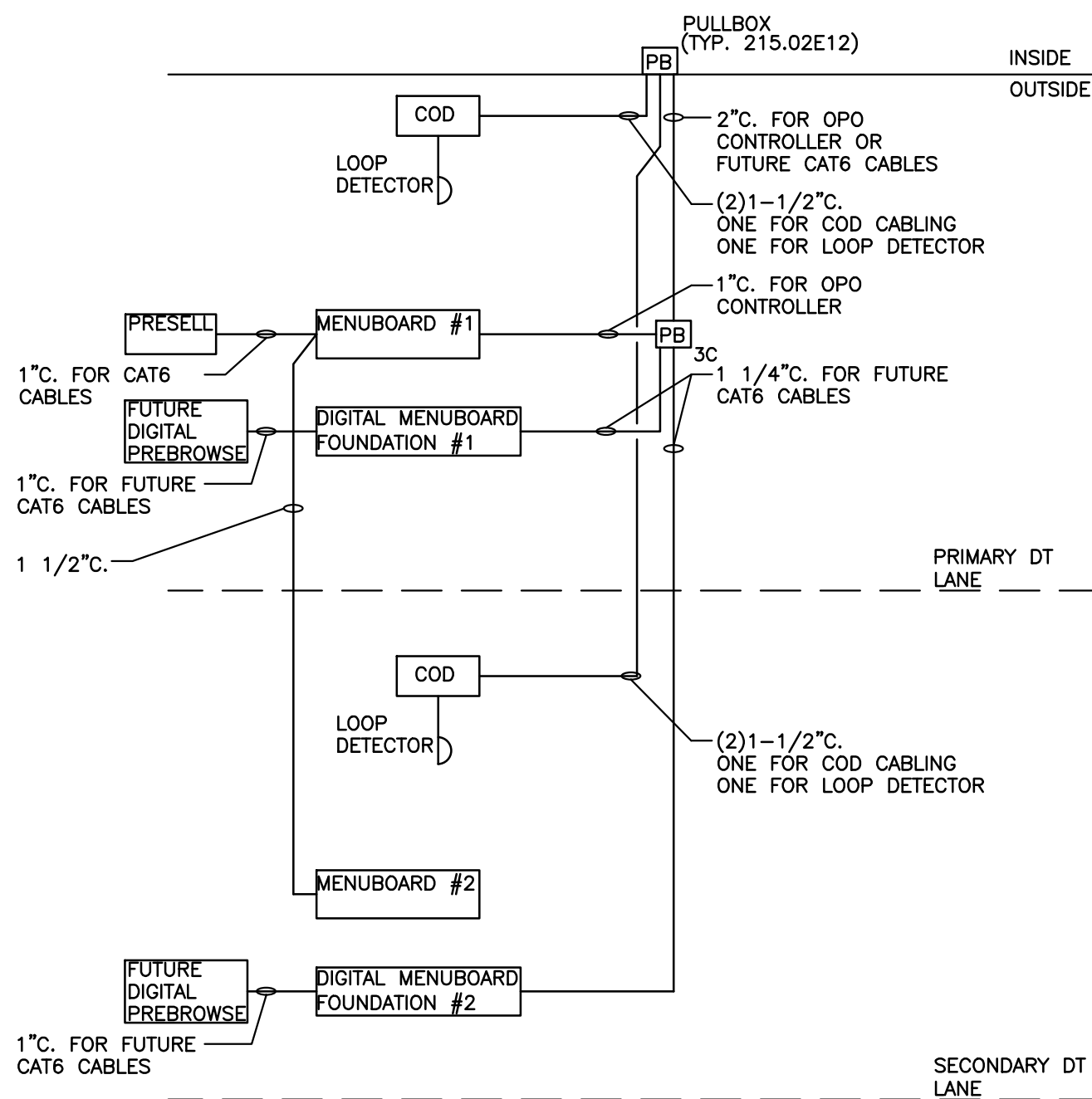
2 DT POWER DIAGRAM (OPTION 1.0)
C5.10 NOT TO SCALE



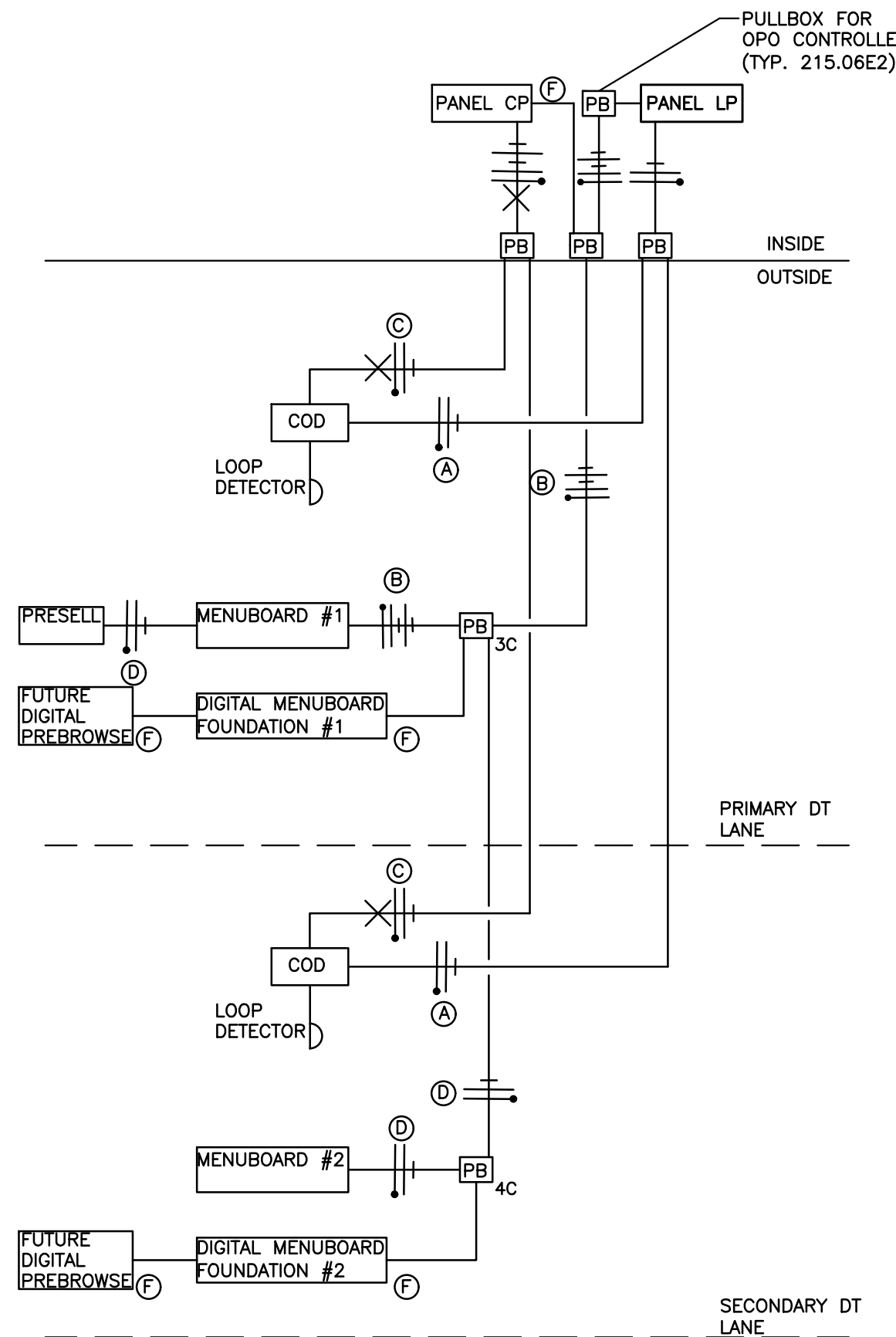
3 DT LOW VOLTAGE CONDUIT DIAGRAM (OPTION 2.0A)
C5.10 NOT TO SCALE



4 DT POWER DIAGRAM (OPTION 2.0A)
C5.10 NOT TO SCALE



5 DT LOW VOLTAGE CONDUIT DIAGRAM (OPTION 2.0B)
C5.10 NOT TO SCALE



6 DT POWER DIAGRAM (OPTION 2.0B)
C5.10 NOT TO SCALE

GENERAL NOTES:

- COORDINATE ALL CONDUIT AND CIRCUITING REQUIREMENTS WITH MANUFACTURER'S INSTALL INSTRUCTIONS.
- ALL PULLBOXES/HANDHOLES SHOWN SHALL BE A MINIMUM OF TIER 8 QUAZITE OR EQUAL.

ELECTRICAL POWER NOTES:

- PROVIDE TWO (2) SPARE 20A/1P BREAKERS WITHIN CP PANEL FOR FUTURE OUTDOOR DIGITAL MENUBOARDS
- MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR TRADITIONAL OPO MENUBOARDS REQUIRES SEPARATE DEDICATED NEUTRALS ARE PROVIDED TO MENU BOARD AND PRESELL BOARD FOR EACH CIRCUIT (PLC AND LIGHTING)

POWER DIAGRAMS TAGS:

- ②#12 & 1#12 GND., TO LP-1 FOR COD CANOPY LIGHTING (TYP. LP-1:23)
- ④#12 & 1#12 GND.,3/4"C TO LP-1 FOR OPO MENU BOARD #1 LIGHTING AND PLC (TYP. LP-1:23,25).
- ②#12 & 1#12 GND & 1#12 ISOLATED GND., TO CP FOR ISOLATED GROUND POWER TO COD'S. EACH COD SHALL BE ON ITS OWN SEPARATE CIRCUIT (TYP. CP:14,18).
- ②#12 & 1#12 GND., TO LP-1 FOR OPO MENU BOARD #2 AND PRESELL BOARD LIGHTING (TYP. LP-1:23)
- ⑥ FUTURE 3/4" CONDUIT FOR FUTURE OUTDOOR DIGITAL MENUBOARD OR PRESELL POWER.
- ⑦ 3/4" CONDUIT WITH PULL STRINGS FOR FUTURE MENUBOARD OR PRESELL BOARD POWER.

KEY:

- CONDUIT
- - - CONDUIT TO PULLED IN FUTURE (ONCE FOUNDATIONS ARE INSTALLED)
- PB PULLBOX
- XX SUBSCRIPT INDICATES RELATIVE LOCATION. REFER TO ODMB DRAWING.

1. GENERAL

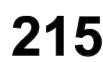
- A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
- B. Additional requirements are specified in APWA Section 32 16 13.

2. PRODUCTS

- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
- C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
- D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
- E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type I ID Class A), APWA Section 03 39 00.

3. EXECUTION

- A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- B. Concrete Placement: APWA Section 03 30 10.
 - 1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface.
 - 2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Maximum length to width ratio for non-square panels is 1.5 to 1. Maximum panel length (in feet) is 1.5 times the slab thickness (in inches).
 - 3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- C. Protection and Repair. Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.



1. GENERAL

- Where existing elements or spaces are altered to receive an assembly, slopes and dimensions shall comply with slopes and dimensions shown on the drawing, or to the maximum extent feasible permitted by the ENGINEER. Final configuration of the assembly may be different than shown.
- Installation of flares or curb returns is ENGINEER's choice.
- Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. PRODUCTS

- Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..
- Detectable Warning Surface: Paver, ribbed composite panel, or tile. Provide a color that contrasts with adjacent walking surface, either light-on-dark or dark-on-light. ENGINEER to select type and color unless indicated elsewhere.
- Concrete: Class 4000, APWA Section 03 30 04.
- Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. EXECUTION

- Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- Curb Modifications:
 - The sloped surface created to accommodate a flare area shall be perpendicular to the back of curb.
 - The grade break shall exist between the flow-line and the foot of the curb ramp or blended transition. Length of the curb modification abutting the curb ramp or transition is 4 feet minimum.
- Curb Ramp: Length not required to exceed 15 feet. Grade breaks are perpendicular to the direction of ramp run and are not permitted on the ramp or turning space surface. Sides are parallel to each other and perpendicular to the ends.
- Concrete Placement: APWA Section 03 30 10.
 - Maximum length to width ratio for rectangular panel joints is 1.5 to 1. Joint spacing measured in feet not to exceed twice slab thickness measured in inches or a maximum of 15 feet.
 - Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install contraction joints vertical, 1/8-inch wide, and 1/4 of the depth of the concrete flatwork.
 - Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- Clear Space: No trip hazards in the clear space.



APWA
Utah Chapter

Mid-block curb cut assembly

GENERAL

A. Where existing elements or spaces are altered to receive an assembly: slopes and dimensions shall comply with slopes and dimensions shown on the drawing, or to the maximum extent feasible permitted by the ENGINEER. Final configuration of the assembly may be different than shown.

B. Installation of a curb wall is ENGINEER's choice.

C. Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.

B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..

C. Detectable Warning Surface: Paver, ribbed composite panel, or tile. Provide a color that contrasts with adjacent walking surface, either light-on-dark or dark-on-light. ENGINEER to select type and color unless indicated elsewhere.

D. Concrete: Class 4000, APWA Section 03 30 04.

E. Concrete Curing Agent. Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. EXECUTION

A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.

B. Curb Modifications:

- 1) The sloped surface created to accommodate the ramp or approach areas shall be perpendicular to the back of curb.
- 2) No grade break shall exist between the flow-line and the turning space. Length of the curb modification abutting the turning space is 4 feet minimum.

C. Curb Ramp: Length not required to exceed 15 feet. Grade breaks are perpendicular to the direction of ramp run and are not permitted on the ramp or turning space surface. Sides are parallel to each other and perpendicular to the ends.

D. Curb Wall: Set top of curb wall equal to elevation of extended lateral lines of sidewalk.

E. Concrete Placement: APWA Section 03 30 10.

- 1) Maximum length to width ratio for rectangular panel joints is 1.5 to 1. Joint spacing measured in feet not to exceed twice slab thickness measured in inches or a maximum of 15 feet.
- 2) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install contraction joints vertical, 1/8-inch wide, and 1/4 of the depth of the concrete flowwork.
- 3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.

F. Clear Space: No trip hazards in the clear space.



1. GENERAL

A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion. Additional requirements are specified in APWA Section 32 16 13.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.

B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.

C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.

D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.

E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. EXECUTION

A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.

B. Concrete Placement: APWA Section 03 30 10.

1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface.

2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Maximum length to width ratio for non-square panels is 1.5 to 1. Maximum panel length (in feet) is 1.5 times the slab thickness (in inches).

3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.

C. Protection and Repair. Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

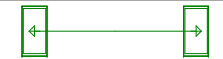
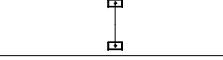
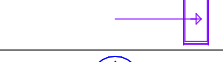
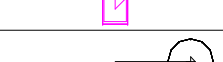


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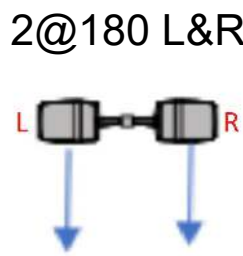
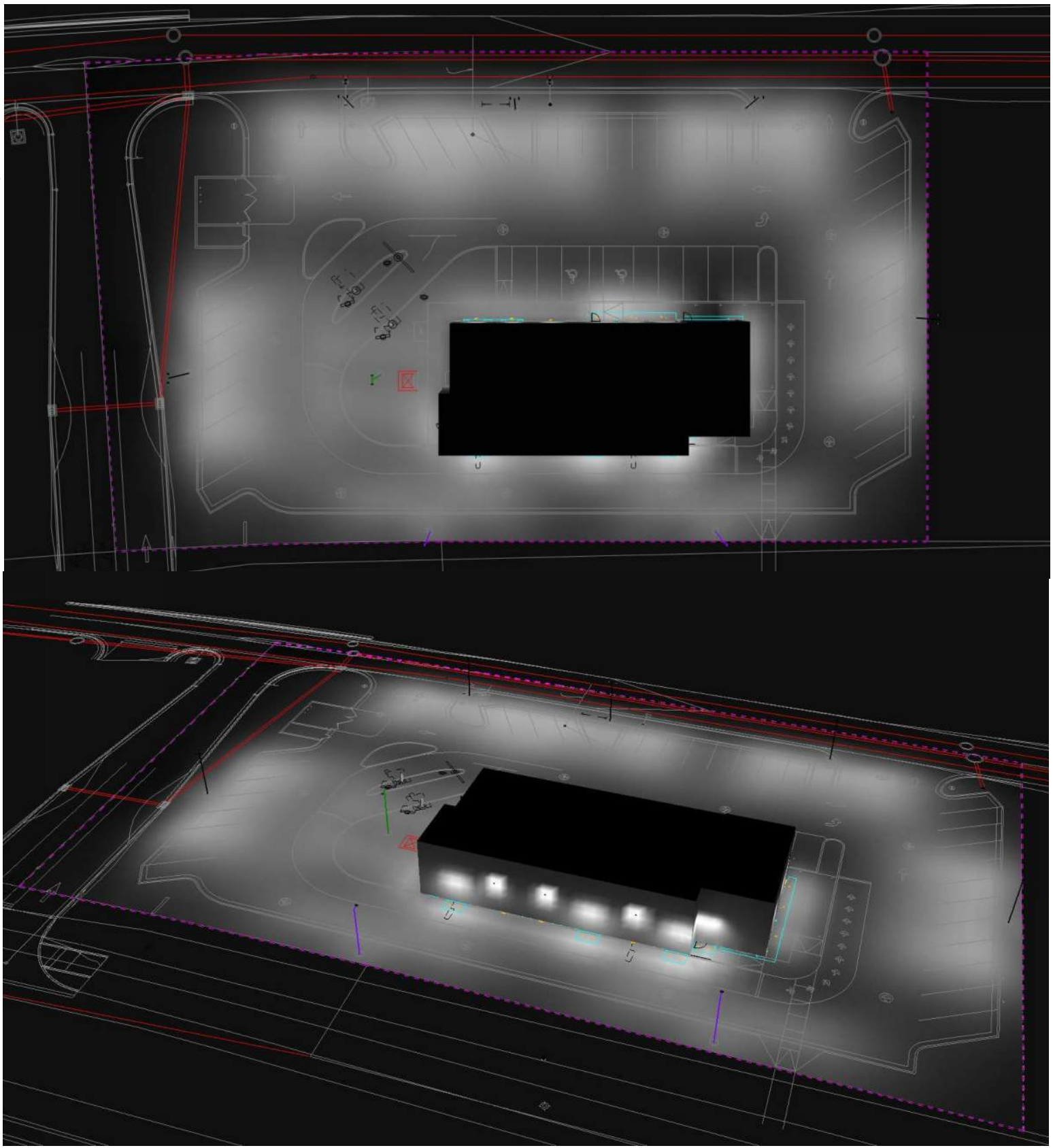
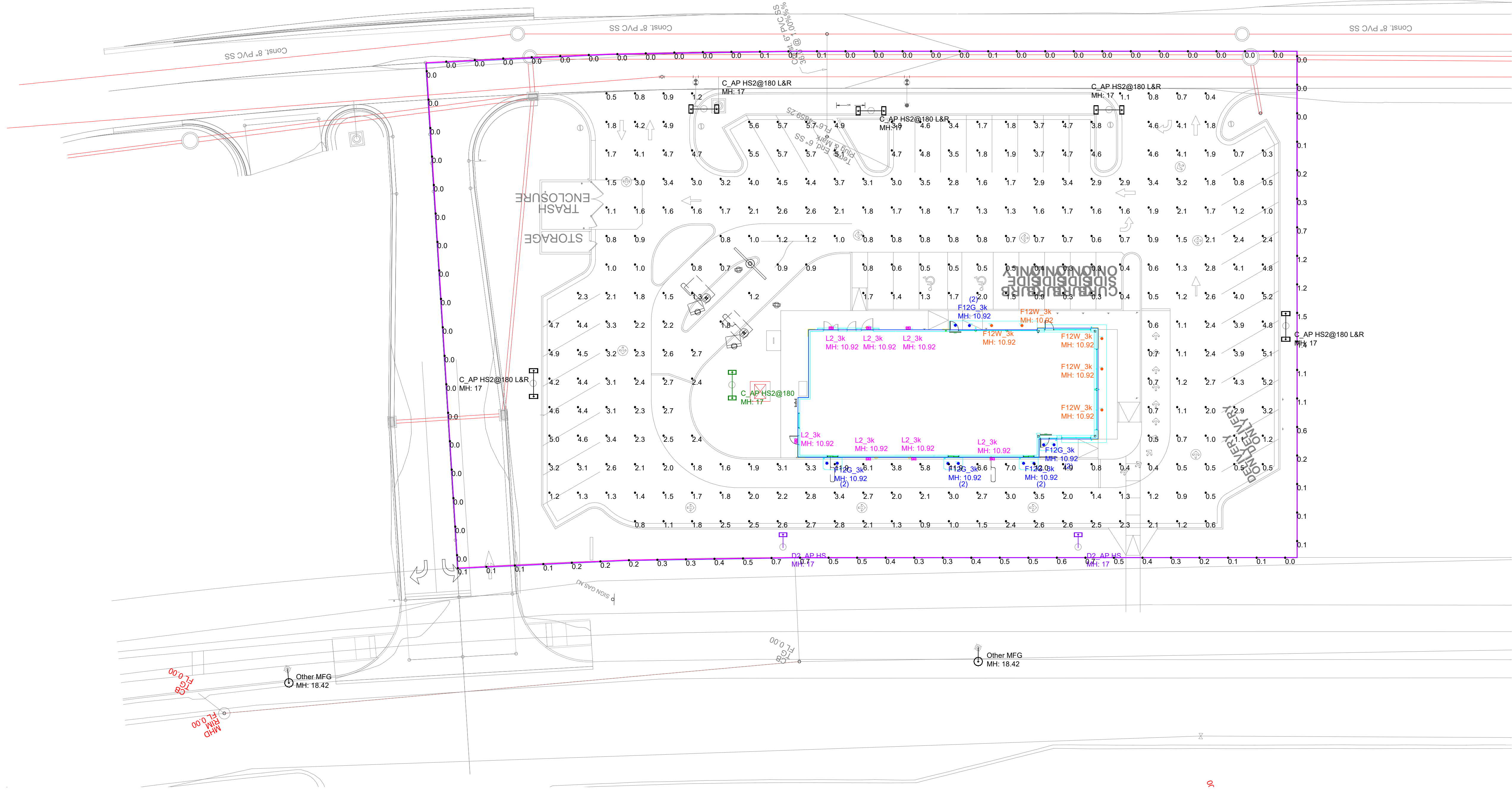
1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.

2. DISTANCE BETWEEN READINGS _____ 10'

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PAVED SURFACE READINGS	Illuminance	Fc	2.40	12.0	0.3	8.00	40.00
PROPERTY LINE READINGS	Illuminance	Fc	0.21	1.5	0.0	N.A.	N.A.

Luminaire Schedule											
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type	Arr. Lum. Lumens	Total Lumens
	1	C_AP HS2@180	Back-Back	0.850	VP-1-160L-50-AP-4W-BTS-40F-HSS-90-B	52	1.214	17	SES-14-40-1-TA-GL-xx (4")	13268	13268
	5	C_AP HS2@180 L&R	2@180 L&R	0.850	VP-1-160L-50-AP-4W-BTS-40F-HSS-90-B	52	1.214	17	SES-14-40-1-TA-GL-xx (4")	13268	9174
	2	D2_AP HS	Single	0.850	VP-1-160L-35-AP-2-BTS-40F-HSS-90-B	35	0.607	17	SES-14-40-1-TA-GL-xx (4")	4587	66340
	10	F12G_3k	SINGLE	0.850	LB6-10LDM-30K9GD	11.9	n/a	10.92	on bldg	1296	12960
	5	F12W_3k	SINGLE	0.850	LB6-10LDM-30K9WH	11.9	n/a	10.92	on bldg	1296	12520
	7	L2_3k	SINGLE	0.850	RWSC-36L-3K-DO-U-PS	14.4	n/a	10.92	on bldg	1565	6260
	2	Other MFG	Single	1.000	MPL3 P30S 40K XXXXX SG3 Contrirbution only	91.87	n/a	street	street	13685	street

TOTAL SITE LUMENS: 120,522



Pole Fixtures Are Full Cutoff
Tilt=0
Calculation Grids Are At Grade
Pole Light Mounting Height=17ft
(14' Pole + 3' Base)

Near Observatory
Ordinance:
shield, full cutoff, 17ft mtg ht pole max
LPS - not available, using LED "AP"
AMBER CCT/CRI & 3000K on building
Minimize spill
Motion sensing
<100,000 lumens per acre (site is 1.22 acre)
include building lights

CITY COMMENTS:
wants adjacent street lighting by
other mfg as contribution

Regional Drawing
43-0330

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS TO SECURITY LIGHTING SYSTEMS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.

2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.

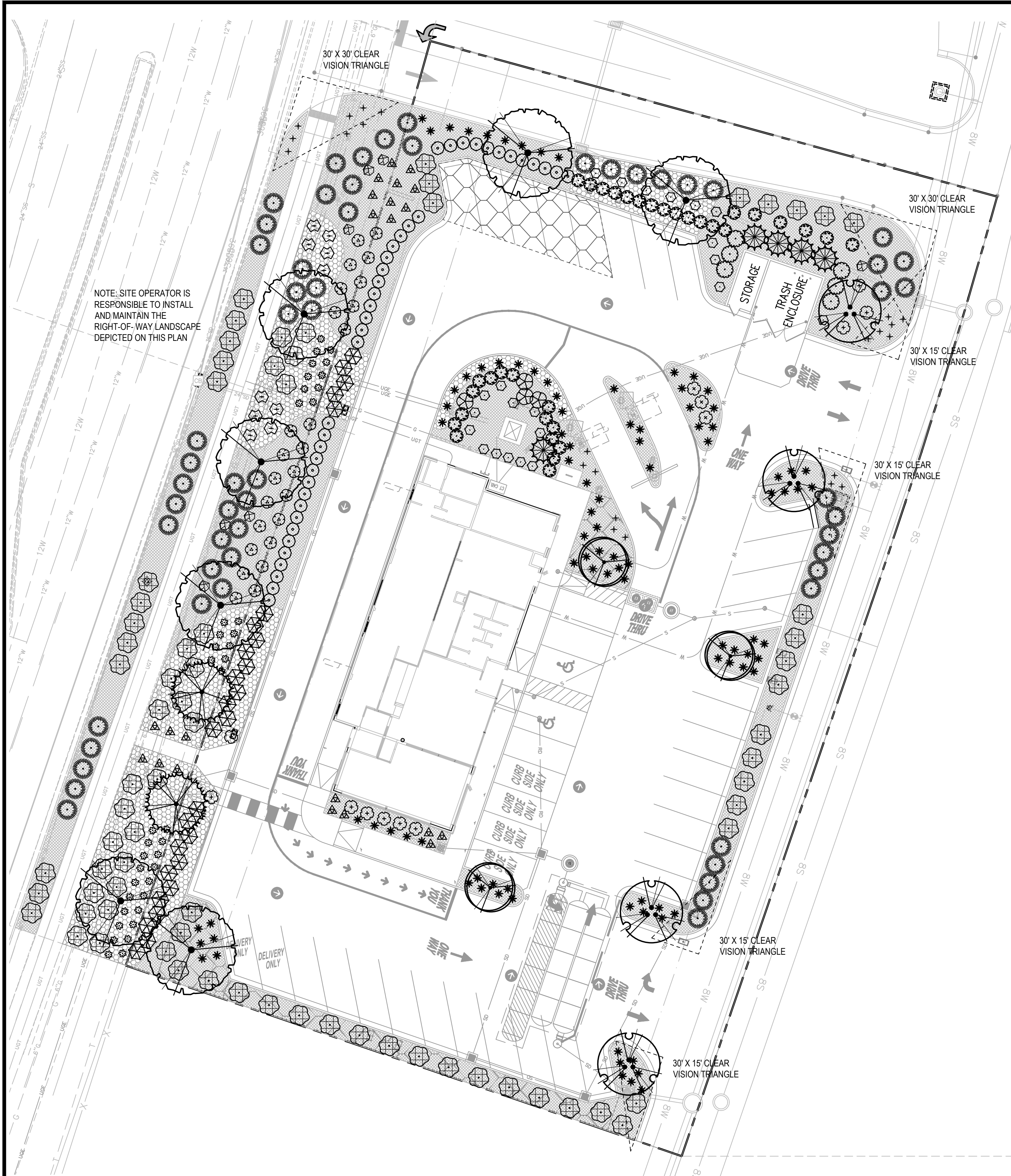
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

4. THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.

PROJECT WIND LOAD CRITERIA BASED ON:
ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH)
50 YEAR MEAN RECURRENCE INTERVAL
ALLOWED EPA 20.4 @ WIND LOAD 90 MPH

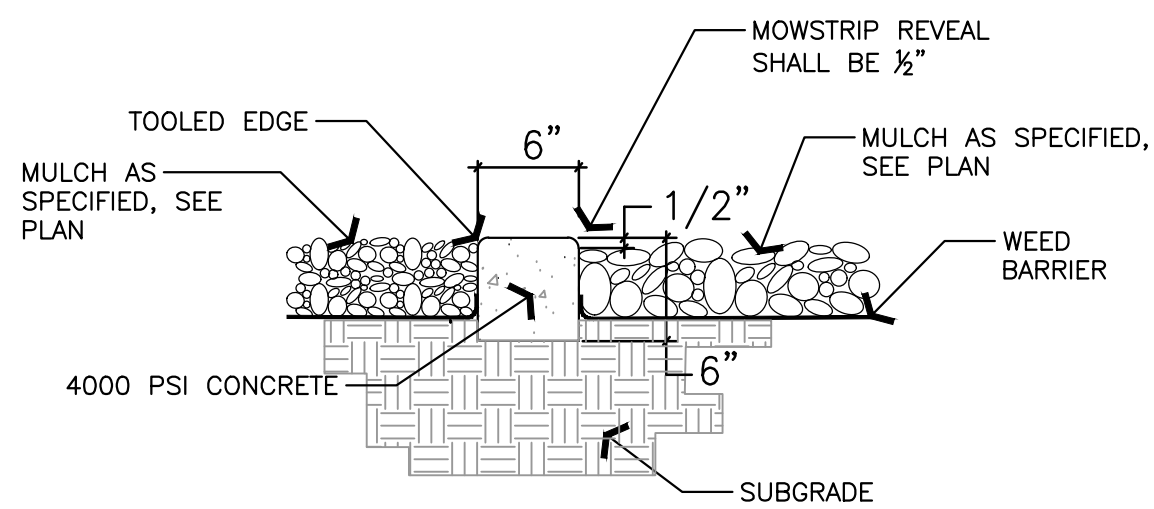
	
2100 Golf Road, Suite 400, Rolling Meadows, IL 60009 1-800-544-4848	
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES	
SCALE: 1"=20' 0"	
DRAWN BY: DSJ	
POINT-BY-POINT FOOTCANDLE PLOT FOR MCDONALDS 4245 Pony Express Parkway Eagle Mountain, UT 84005	
NATIONAL STORE NUMBER 40435	
DATE 3/13/2025	DRAWING NUMBER A242574C.AGI

Path: P:\McDONALD\Sutah Eagle Mountain\TOWN CENTER 43-0330\DESIGN\CAD\SHEET FILES\
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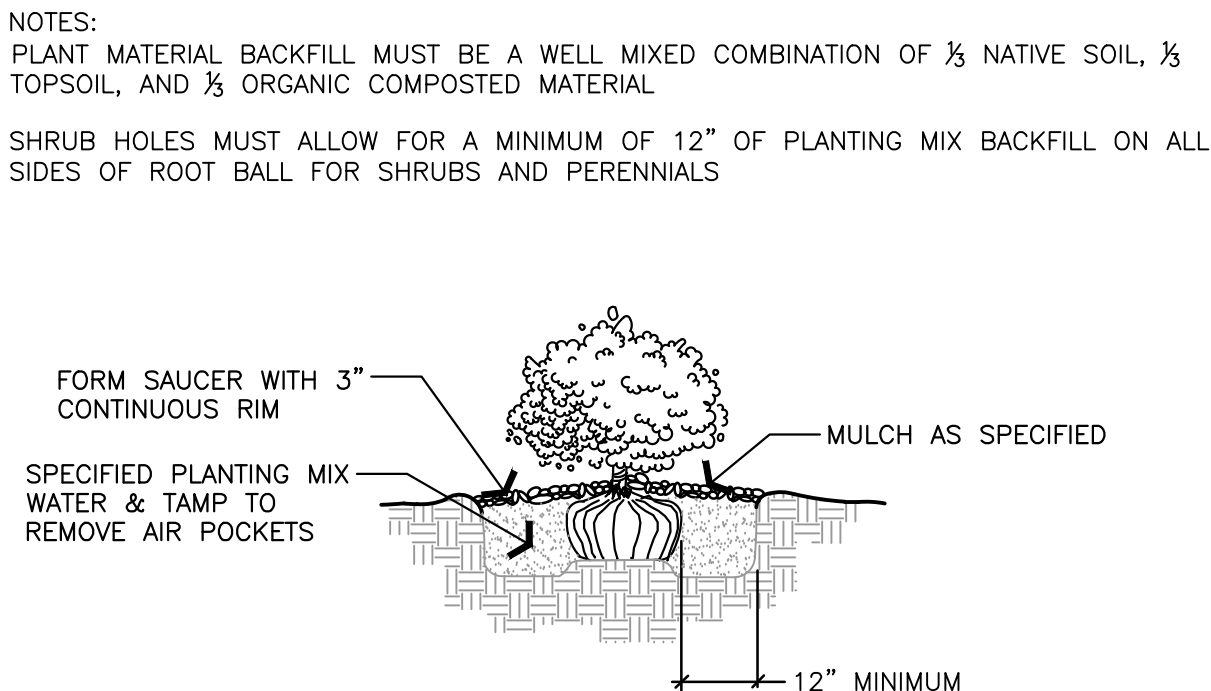
1. CONTROL JOINTS SHALL BE PLACED AT 5' ON CENTER.
2. EXPANSION JOINTS SHALL BE PLACED AT 20' ON CENTER, AND AT ALL HARD SURFACE ABUTMENTS.
3. CONCRETE EDGING SHALL BE INSTALLED TO SEPARATE ALL DIFFERING MULCH AREAS.



00 CONCRETE EDGING
SCALE: NTS

PLANTING NOTES:

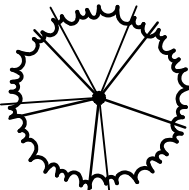
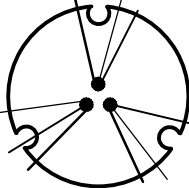
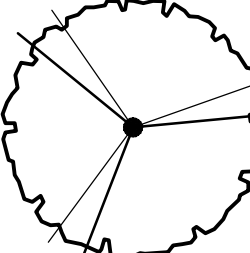
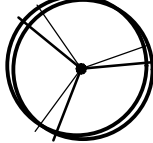
1. LANDSCAPE BIDS MUST BE IN A DETAILED UNIT PRICE FORMAT SHOWING COST BREAKDOWN OF ALL LANDSCAPE ELEMENTS. ANY ELEMENT MAY BE ADDED OR DELETED BY THE LANDSCAPE ARCHITECT OR OWNER. CONTRACTOR COMPENSATION WILL BE ADJUSTED ACCORDING TO THE UNIT PRICE BIDS. ANY SUBSTITUTION MUST BE BY LANDSCAPE ARCHITECT APPROVAL. LANDSCAPE ARCHITECT WITHOUT JUSTIFICATION OF BID AND SELECT. CONTRACTOR REGARDLESS OF BID FIGURES, THE SELECTED CONTRACTOR MUST CONTACT THE OWNER'S CONSTRUCTION REPRESENTATIVE BEFORE BEGINNING CONSTRUCTION TO SCHEDULE A PRE CONSTRUCTION MEETING. CONTRACTOR OR SUBCONTRACTORS PARTICIPATION IN CONSTRUCTION OF THIS PLAN MUST BE LICENSED BY THE STATE OF UTAH FOR THE TYPE OF WORK BEING PERFORMED.
2. CODES, LAWS, REGULATIONS, AND PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN CONCEPT, MATERIALS AND WORKMANSHIP MUST BE RESEARCHED AND SATISFIED BY THE CONTRACTOR. REPORT ANY PROBLEMS OR REQUIREMENTS TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION. THE REGULATIONS FOR AND SECURE ANY PERMITS BEFORE BEGINNING CONSTRUCTION. THE COST FOR THE PERMIT FEES MAY BE SUBMITTED TO THE OWNER FOR REIMBURSEMENT. CALL BLUE STAKES AND REFER TO DRAINAGE AND CIVIL PLANS BEFORE ANY TRENCHING OR EXCAVATION.
3. CONSTRUCTION CLEAN UP MUST BE PERFORMED DAILY, AND ALL HARDCAPE ELEMENTS MUST BE WASHED FREE OF DIRT AND MUD ON FINAL CLEAN UP. CONSTRUCTION MUST OCCUR IN A TIMELY MANNER.
4. LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY. DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SPECIFIED OR IMPLIED. THE CONTRACTOR WILL BE REQUIRED TO ADJUST PLANS AS NECESSARY TO RETAIN CONCEPT INTEGRITY. CONTACT LANDSCAPE ARCHITECT IF DISCREPANCIES EXIST.
5. PLANT MATERIAL EXCAVATION. CALL BLUE STAKE AND MAKE REFERENCE TO DRAINAGE AND CIVIL PLANS BEFORE EXCAVATION FOR PLANT MATERIAL. ALL HOLES MUST ALLOW FOR A MINIMUM OF TWELVE (12) INCHES OF SPECIFIED PLANTING MIX BACKFILL MATERIAL ON ALL SIDES OF ROOT BALL FOR SHRUBS, AND 3X BALL DIAMETER FOR TREES.
6. PLANT MATERIAL BACKFILL MUST BE A WELL MIXED COMBINATION OF 1/3 NATIVE SOIL, 1/3 TOPSOIL, AND 1/3 ORGANIC COMPOSTED MATERIAL. DEEP WATER ALL PLANT MATERIAL IMMEDIATELY AFTER PLANTING. ADD BACKFILL MATERIAL TO DEPRESSIONS AS NECESSARY.
7. PREPARE SUBGRADE SOIL BY APPLYING HERBICIDE PER MANUFACTURER RECOMMENDATIONS TO WEEDS IN ALL LANDSCAPE AREAS. REPEAT HERBICIDE APPLICATION AFTER THREE DAYS TO SURVIVING WEEDS. REPEAT AS NECESSARY UNTIL WEEDS HAVE BEEN CONTROLLED. AFTER WEEDS HAVE BEEN CONTROLLED LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4". REMOVE STICKS, ROOTS, EXTRANEOUS MATTER, AND STONES LARGER THAN 3". SPREAD TOPSOIL AND AMENDMENTS AND THOROUGHLY BLEND TO A MINIMUM DEPTH OF 6". SOIL AMENDING SHALL INCLUDE COMPOSTED ORGANIC MATERIAL ADDED AT A RATE OF THREE CUBIC YARDS PER 1000 SQUARE FEET. ALL SOD AREAS AND SHRUB AND PERENNIAL PLANTER AREAS SHALL HAVE THE SOIL AMENDED. INDIVIDUAL ISOLATED SHRUBS AND PERENNIALS SHALL HAVE THE AMENDED SOIL INSTALLED A MINIMUM OF 6" AROUND THE PERIMETER OF THE ROOTBALL. THE INSTALLATION OF ORGANIC AMENDMENTS SHALL MEET THE "COMPOST" QUALITY GUIDELINES FOR LANDSCAPING" BY ISAMAN, KOENIG, CERNY, USU EXTENSION, 3 MARCH 2003.
8. TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, CLODS, ROOTS, AND PLANT MATTER. THE TOPSOIL SHALL BE EVENLY SPREAD. TOPSOIL SHALL BE SPREAD TO A DEPTH OF TWO INCHES (2") IN REVEGETATION AREAS AND FOUR INCHES (4") IN ALL SOD, SHRUB, OR PERENNIAL PLANTER BEDS AND PARKING LOT ISLANDS. THE FINISHED GRADE OF THE TOPSOIL SHALL BE SMOOTH WITH NO HUMPS OR DEPRESSIONS PRIOR TO SEEDING, SOD, OR PLANT INSTALLATION.
9. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES LISTED ON THE PLANS AND THE AVAILABILITY OF ALL PLANT MATERIALS IN THEIR SPECIFIED SIZES PRIOR TO SUBMITTING A BID. LISTED QUANTITIES FOR MULCH AND SOD ARE PLAN VIEW QUANTITIES AND DO NOT ACCOUNT FOR ANY INCREASE IN MATERIAL NEEDED FOR SLOPES. THE CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO SUBMITTING A BID IF THE CONTRACTOR DETERMINES A QUANTITY DEFICIENCY OR AVAILABILITY PROBLEM WITH SPECIFIED MATERIAL.
10. FERTILIZER FOR SOD AREAS SHALL BE PELLETED, N-P-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LBS PER 5,000 SQUARE FEET OR AS PER MANUFACTURER'S SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAYER JUST PRIOR TO LAYING SOD.
11. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE TREE GUYING AND STAKING IN A TIMELY MANNER ONCE STAKED TREES HAVE TAKEN ROOT. NO STAKING SHALL REMAIN BEYOND THE ONE YEAR WARRANTY PERIOD.
12. LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR DURING ESTABLISHMENT (30 DAYS AFTER FINAL ACCEPTANCE OF ENTIRE PROJECT). RESPONSIBILITIES INCLUDE WEED CONTROL, MOWING, AND IRRIGATION RUN TIME ADJUSTMENTS. NOTIFY OWNER AND CONSTRUCTION REPRESENTATIVE WHEN ESTABLISHMENT PERIOD HAS ENDED TO INSURE ONGOING MAINTENANCE. THE OWNER IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE AND UPKEEP ONCE ESTABLISHMENT PERIOD HAS EXPIRED.
13. ALL PLANT MATERIAL AND LANDSCAPE ELEMENTS WILL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE. ANY ITEMS THAT ARE NOT FIRST CLASS PREMIUM QUALITY WILL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. ANY PLANT MATERIAL THAT IS NOT PREMIUM QUALITY OR APPEARS STRESSED IN ANY WAY DURING THE GUARANTEE PERIOD WILL REQUIRE REPLACEMENT. THE CONTRACTOR MUST SCHEDULE A PRE AND POST GUARANTEE MEETING WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION. FAILURE TO DO SO WILL MEAN THE OFFICIAL GUARANTEE PERIOD HAS NOT BEEN ACTIVATED OR DE-ACTIVATED.
14. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER SPECIFICATIONS PRIOR TO WEED BARRIER AND MULCH PLACEMENT. MULCH TO BE APPLIED TO ALL PLANTING AREAS FOR SHRUBS, PERENNIALS, AND ANNUALS. MULCH FOR SOD AREAS AND REVEGETATION AREAS. MULCH COVER SHALL BE A 3" LAYER OF FINES LEAF WOOD, BARK GRAVEL OR COBBLE MULCH OVER DEWITT PRO 5 WEED BARRIER WILL BE REQUIRED IN ALL LANDSCAPE BEDS FOR SHRUBS AND PERENNIALS. SEE PLANS FOR MULCH TYPE IN LANDSCAPE AREAS. MULCH SHALL BE EVENLY SPREAD ON A CAREFULLY PREPARED GRADE TO THE MINIMUM DEPTH NOTED ON THE PLAN. THE TOP OF ALL AREAS OF MULCH SHALL BE AT THE GRADE OF THE ADJACENT CURB, WALK, OR EDGE OF PAVEMENT.
15. SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION CONSTRUCTION SHALL BE THE CURRENT APWA "MANUAL OF STANDARD SPECIFICATIONS".
16. ALL OF ALL LANDSCAPE MATERIALS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK. PROVIDER INFORMATION AND SAMPLES SHALL BE SUBMITTED OF ANY GRAVEL OR WOOD MULCHES. NURSERY STOCK SUBMITTAL SHALL INCLUDE PROVIDER INFORMATION WITH A LIST OF PLANT MATERIALS BEING PROVIDED BY THE NURSERY.



00 SHRUB PLANTING
SCALE: NTS

LANDSCAPE PLAN

PLANT SCHEDULE

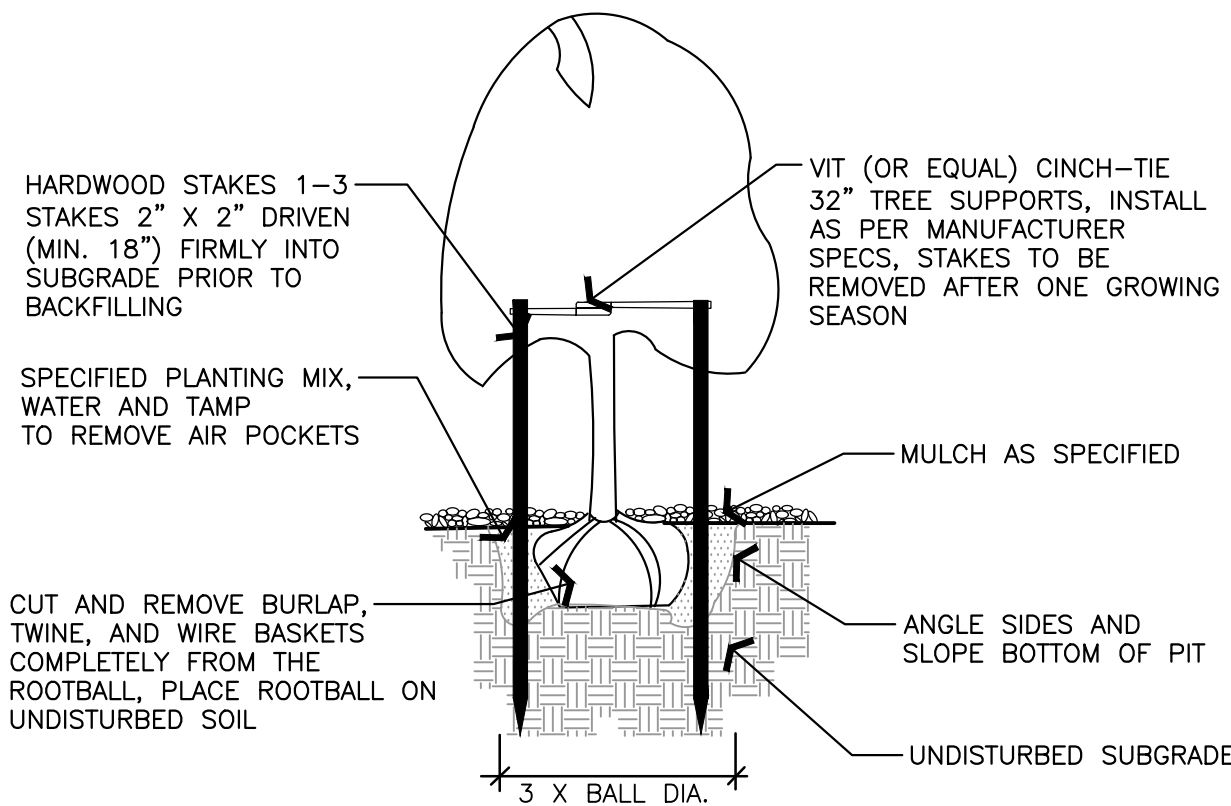
SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
TREES				
	CEDRUS ATLANTICA 'GLAUCA' / BLUE ATLAS CEDAR 30' H X 20' W	B & B	6' HT.	2
	PINUS NIGRA 'ARNOLD SENTINEL' / ARNOLD SENTINEL AUSTRIAN BLACK PINE 25' H X 7' W	B & B	6' HT.	5
	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC 25' H X 20' W	B & B	2" CAL	4
	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN HEIGHT 40'	B & B	2" CAL	7
	ZELKOVA SERRATA 'MUSASHINO' / SAWLEAF ZELKOVA 40' H X 20' W	B & B	2" CAL	3
SYMBOL	BOTANICAL / COMMON NAME	CONT		QTY
SHRUBS				
	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY BARBERRY 2' H X 4' W, 12.6 SF	3 GAL		25
	BUDDLEIA X 'SMNBDPT' / PUGSTER PINK® BUTTERFLY BUSH 2' H X 3' W, 7.1 SF	2 GAL		10
	BUXUS MICROPHYLLA 'BULTHOUSE' / SPRINTER® LITTLELEAF BOXWOOD 4' H X 4' W, 12.6 SF	3 GAL		40
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH 5' H X 5' W, 19.6 SF	5 GAL		6
	FORSYTHIA X 'UMINFOR01' / FIRST EDITIONS® SPRING FLING™ FORSYTHIA 5' H X 5' W, 19.6 SF	2 GAL		27
	PHYSCARPUS OPUULIFOLIUS 'ZLEYEL2' / RASPBERRY LEMONADE™ NINEBARK 4' H X 4' W, 12.6 SF	2 GAL		34
	SPIRAEA X BUMALDA 'DENISTAR' / FIRST EDITIONS® SUPERSTAR™ SPIREA 3' H X 4' W, 12.6 SF	2 GAL		13
	SYRINGA PATULA 'MISS KIM' / MISS KIM KOREAN LILAC 5' H X 5' W, 19.6 SF	2 GAL		4
ANNUALS/PERENNIALS				
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS 4' H X 3' W, 7.1 SF	1 GAL		22
	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE' / SAPPHIRE BLUE OAT GRASS 2' H X 2' W, 3.1 SF	1 GAL		40
	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY 18" X 24", 3.1 SF	1 GAL		22
	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP JUNIPER 1' H X 8' W, 50.3 SF	3 GAL		58
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER 2' H X 2' W, 3.1 SF	1 GAL		24
	PENNISTEMUM ALOPECUROIDES 'TIFT PA18' / CAYENNE STERILE FOUNTAIN GRASS 30" H X 24" W, 3.1 SF	1 GAL		99
	RHUS TRILOBATA 'AUTUMN AMBER' / AUTUMN AMBER SUMAC 1' H X 8' W, 50.3 SF	2 GAL		75
SOD/MULCH	NAME			QTY
	4" DEPTH OF 1 1/2" CRUSHED GRAVEL IN EARTH TONES OF PURPLE, RED, GREY, BROWN, AND CREAM OVER DEWITT PRO 5 WEED BARRIER			13,174 SF
	4" DEPTH OF 2"-4" NEPHI COBBLE IN EARTH TONES OF CREAM, PURPLE, TAN, AND BROWN, OVER DEWITT PRO 5 WEED BARRIER			5,199 SF
	8-12 CF LANDSCAPE BOULDER			7 BOULDERS

NOTE: LANDSCAPE AREAS SHALL HAVE 50% PLANT COVERAGE AT MATURITY, SEE PLANT SCHEDULE FOR INDIVIDUAL PLANT COVERAGE.

LANDSCAPE COVERAGE CALCULATION
TOTAL LANDSCAPE PROVIDED = 18,373 SF
LANDSCAPE COVERAGE REQUIRED = 9,554 SF (50%)
LANDSCAPE COVERAGE PROVIDED = 9,776 SF (52.4%)

NOTES:

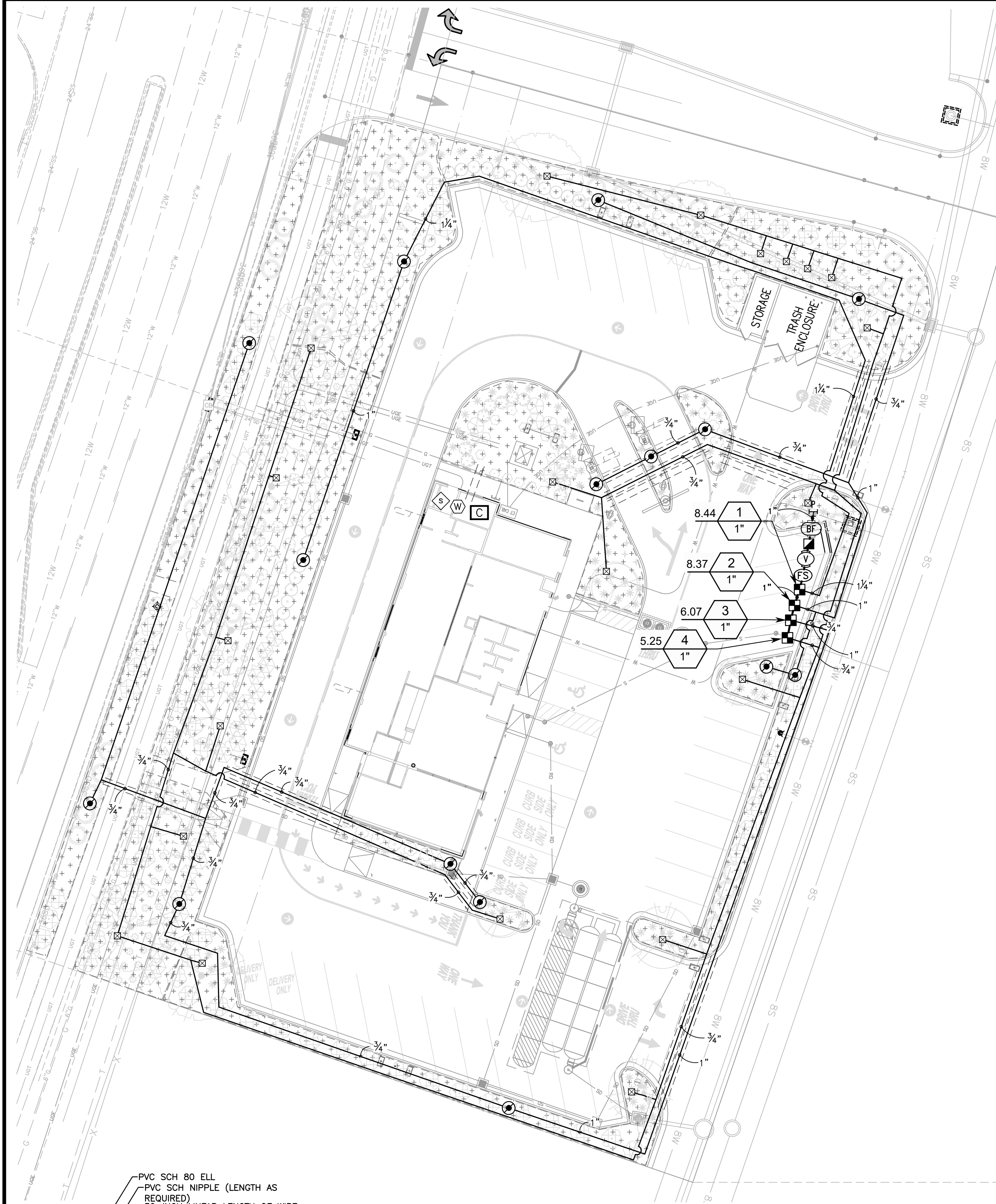
- PLANT SO THAT TOP OF ROOT BALL IS 1" ABOVE THE FINISHED GRADE.
- STAKE ABOVE FIRST BRANCHES OR AS NECESSARY FOR FIRM SUPPORT. STAKE FOR SUPPORT AGAINST PREVAILING WINDS.



00 TREE PLANTING AND STAKING

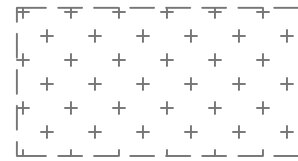
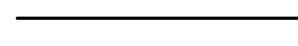
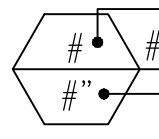
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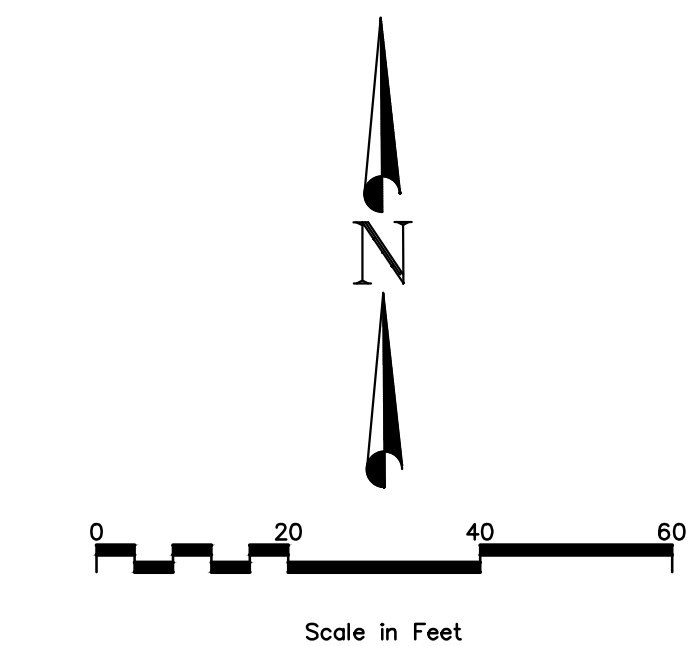
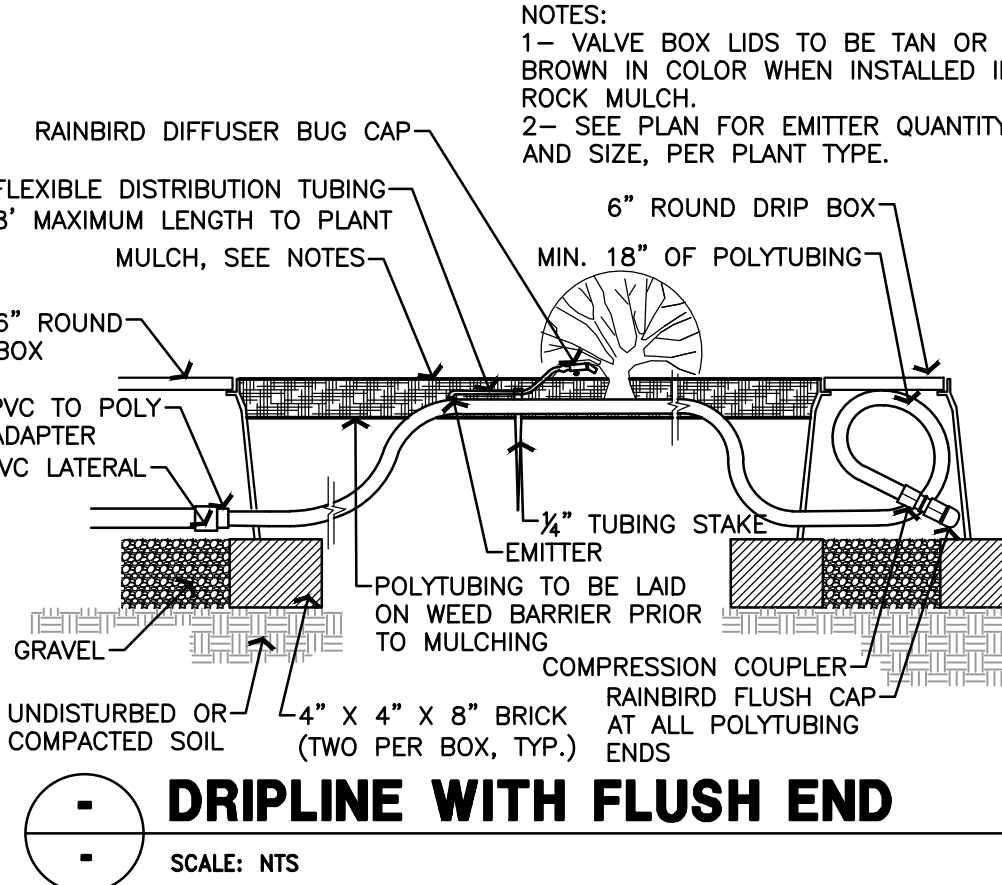
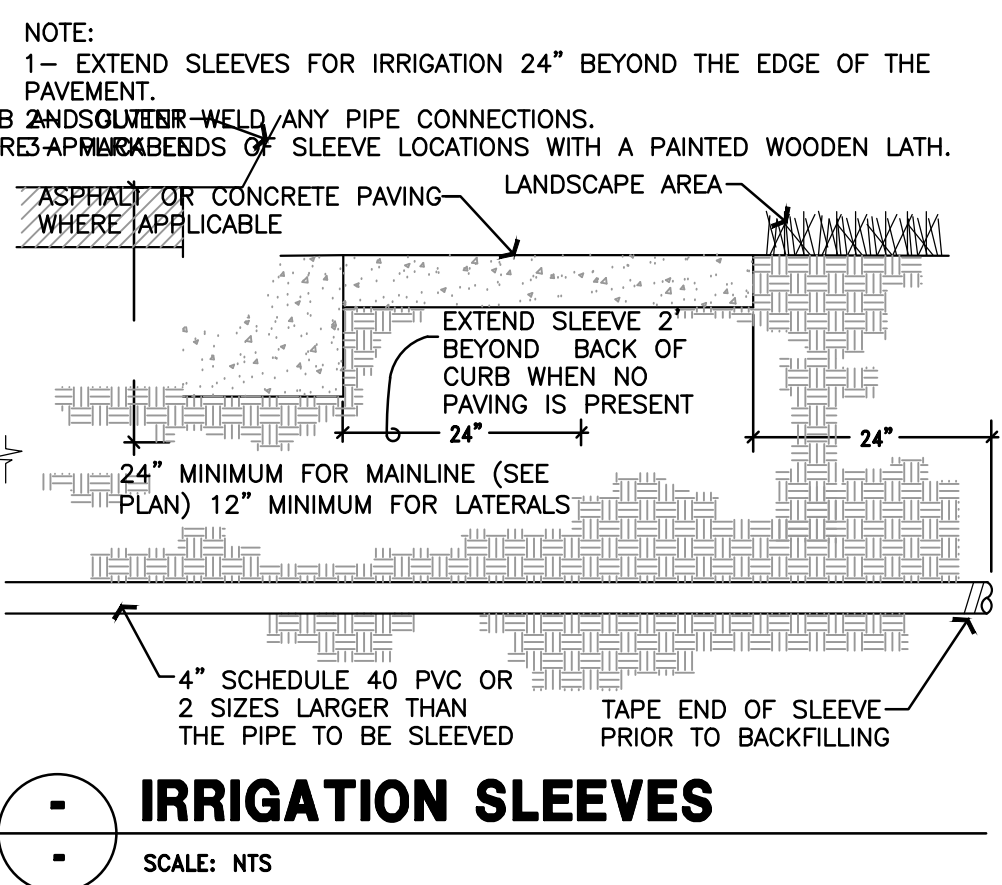
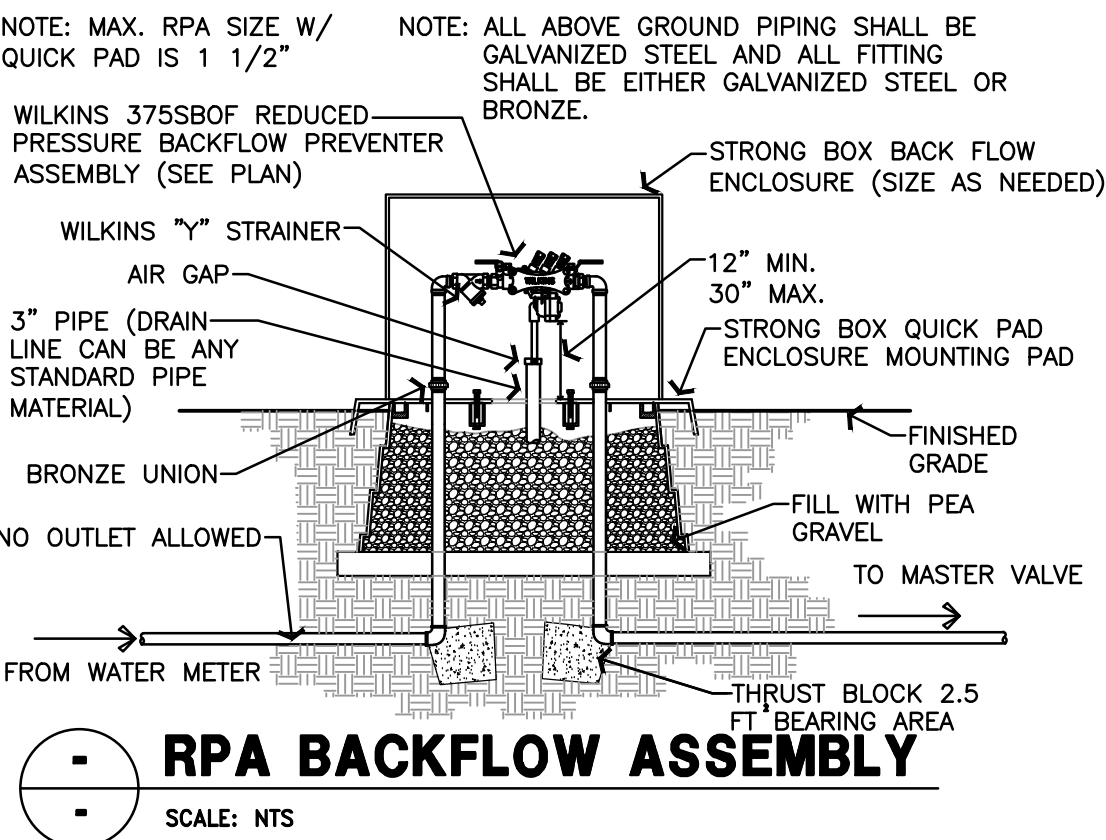
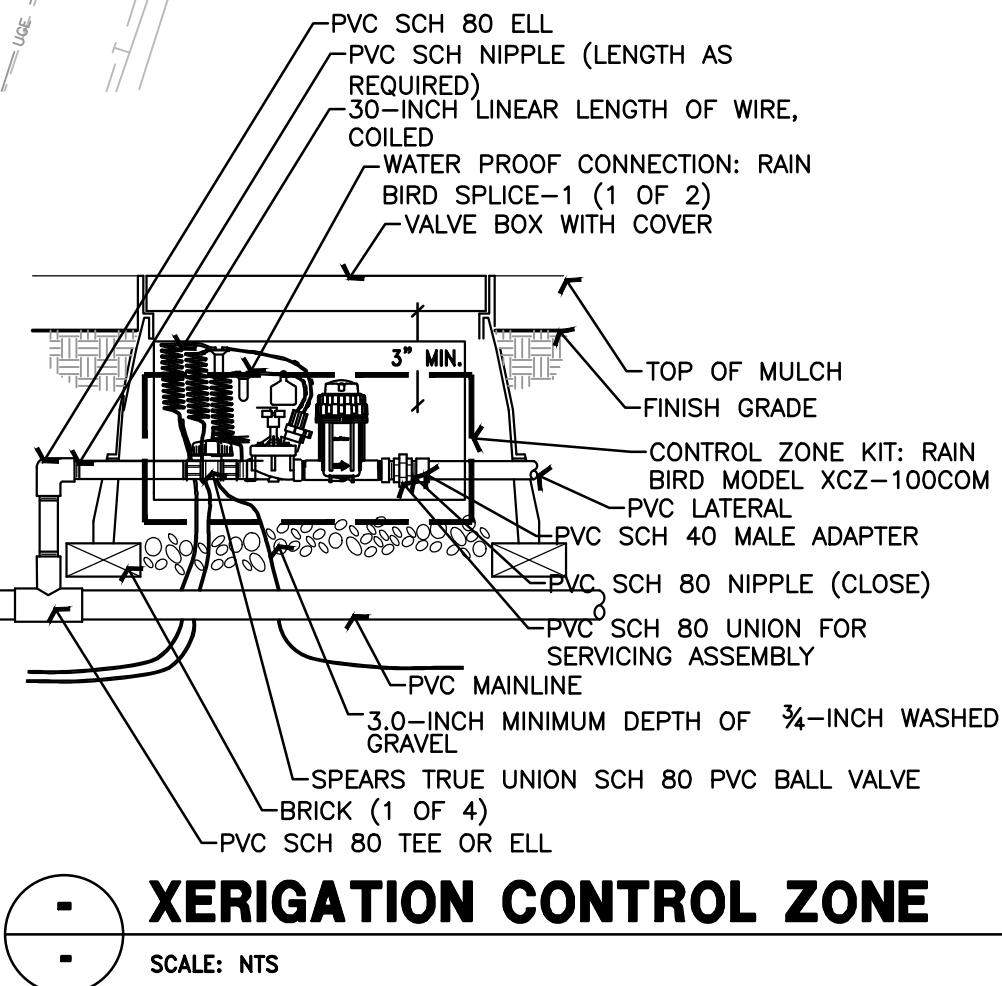
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- IRRIGATION NOTES:
1. IRRIGATION SYSTEM BID MUST BE IN A DETAILED UNIT PRICE FORMAT SHOWING COST BREAKDOWN FOR EACH SYSTEM COMPONENT. ANY SYSTEM ELEMENT OR COMPONENT MAY BE ADDED TO OR DELETED BY LANDSCAPE ARCHITECT AND CONTRACTOR COMPENSATION ADJUSTED ACCORDING TO THE UNIT PRICE BID. LANDSCAPE ARCHITECT WITHOUT JUSTIFICATION MAY DISALLOW BIDS AND SELECT CONTRACTORS REGARDLESS OF BID FIGURES. IRRIGATION CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT BEFORE BEGINNING CONSTRUCTION. A PRE CONSTRUCTION MEETING MAY BE REQUIRED. CONTRACTOR OR SUBCONTRACTORS PARTICIPATION IN CONSTRUCTION MUST BE LICENSED BY THE STATE OF UTAH FOR THE TYPE OF WORK BEING PERFORMED.
 2. IRRIGATION SYSTEM COMPONENTS MUST BE PREMIUM QUALITY ONLY AND INSTALLED TO MANUFACTURES REQUIREMENTS AND SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR CHECKING STATE AND LOCAL LAWS FOR ALL SPECIFIED MATERIALS AND WORKMANSHIP. SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT. PROVIDE OWNER AND MAINTENANCE PERSONNEL WITH INSTRUCTION MANUAL AND ALL PRODUCTS DATA TO OPERATE, CHECK, WINTERIZE, REPAIR, AND ADJUST SYSTEM. ANY CHANGES MUST BE DOCUMENTED AND SUBMITTED TO LANDSCAPE ARCHITECT IN AN AS BUILT PLAN FORMAT.
 3. IRRIGATION SYSTEM GUARANTEE FOR ALL MATERIALS AND WORKMANSHIP SHALL BE ONE YEAR FROM THE TIME OF PROJECT ACCEPTANCE. GUARANTEE WILL INCLUDE, BUT IS NOT LIMITED TO WINTERIZING, SPRING ACTIVATION, REPAIR, TRENCH SETTING, BACKFILLING DEPRESSIONS, AND REPAIRING FREEZE DAMAGE. CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT TO SCHEDULE PRE AND POST GUARANTEE INSPECTION MEETINGS. FAILURE TO DO SO WILL MEAN THE OFFICIAL GUARANTEE PERIOD HAS NOT BEEN ACTIVATED OR DE-ACTIVATED.
 4. IRRIGATION SYSTEM STATIC PRESSURE MUST BE CHECKED BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. CONTACT LANDSCAPE ARCHITECT IF MEASURED STATIC PRESSURE IS UNDER 60 OR OVER 80 P.S.I.
 5. IRRIGATION SYSTEM CHECK MUST BE DONE BEFORE THE SYSTEM IS BACKFILLED. IRRIGATION MAINLINE AND EACH CONTROL VALVE SECTION MUST BE FLUSHED AND PRESSURE CHECKED. ASSURE THE COMPLETE SYSTEM HAS NO DOCUMENTED PROBLEMS AND FULL HEAD TO HEAD COVERAGE WITH ADEQUATE PRESSURE FOR SYSTEM OPERATION. ADJUST SYSTEM TO AVOID SPRAY ON BUILDING, HARDSCAPE, AND ADJACENT PROPERTY. ANY PROBLEMS OR PLAN DISCREPANCIES MUST BE REPORTED TO THE LANDSCAPE ARCHITECT.
 6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES BASED UPON THE PLAN PRIOR TO COMPLETION OF A CONSTRUCTION COST ESTIMATE. FIELD VERIFICATION OF ALL IRRIGATION PIPING AND EQUIPMENT NECESSARY TO COMPLETE CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR.
 7. IRRIGATION LATERALS AND FITTINGS MUST BE SCHEDULE 40 P.V.C. THREE QUARTER (3/4) INCH MINIMUM SIZE. SOLVENT WELD ALL JOINTS AS PER MANUFACTURES SPECIFICATIONS FOR MEASURED STATIC P.S.I. TEFLON TAPE ALL THREADED FITTINGS. THE MINIMUM DEPTH OF LINES SHALL BE TWELVE (12) INCHES. FLOWS IN G.P.M. FOR UN-SIZED LINES OR CHANGES SHALL BE (3/4 INCH-1-8 G.P.M.), (1 INCH-9-12 G.P.M.), (1 1/4 INCH-13-22 G.P.M.), (1-1/2 INCH-23-30 G.P.M.), (2 INCH-31-50 G.P.M.), (2-1/2 INCH-51-70 G.P.M.), (3 INCH-71-110 G.P.M.).
 8. IRRIGATION MAIN LINE THAT ARE 4" OR GREATER MUST BE CLASS 200 RING AND GASKET PIPE WITH HARCO DUCTILE IRON FITTINGS. 3" AND SMALLER MAINLINES SHALL BE SCHEDULE 40 PVC PIPE WITH SCHEDULE 80 FITTINGS. SOLVENT WELD ALL JOINTS AS PER MANUFACTURES SPECIFICATIONS FOR MEASURED STATIC PRESSURE. USE TEFLON TAPE ON ALL THREADED JOINTS. LINE DEPTH MUST BE TWENTY FOUR (24) INCHES MINIMUM.
 9. THRUST BLOCKS FOR MAINLINES 2"-3" SHALL BE INSTALLED WITH A MINIMUM OF TWO AND A HALF (2 1/2) CUBIC FOOT OF CONCRETE WHEREVER A CHANGE IN DIRECTION OR A "T" OCCURS.
 10. CONTROL WIRE MUST BE UF-UL LISTED, COLOR CODED, COPPER CONDUCTOR, DIRECT BURIAL, USE 14 GAUGE MINIMUM WIRING WITH ALL CONNECTIONS MADE WITH WATERTIGHT RAINBIRD SPLICE-1 WATERPROOF CONNECTORS AND CONTAINED IN VALVE BOXES. PROVIDE 24" OF SLACK WIRE AT EACH REMOTE CONTROL VALVE IN VALVE BOXES AND SLACK AT ALL CHANGES IN DIRECTION. TAPE WIRE TO THE UNDERSIDE OF THE MAINLINE EVERY TWENTY (20) FEET. WIRING SHALL HAVE SEPARATE COLORS FOR COMMON, CONTROL, AND SPARE. PROVIDE ONE SPARE WIRE FOR EVERY 5 REMOTE CONTROL VALVES, WITH SPARE AVAILABLE AT ALL VALVE MANIFOLDS OR CLUSTERS. ALL SPARE WIRE SHALL BE "HOME RUN" TO THE CONTROLLER AND COMMON SHALL BE END RUN.
 11. RISERS FOR SPRAY HEADS AND ROTORS UP TO 7 GPM SHALL BE RAINBIRD SPX SWING PIPE (OR APPROVED EQUAL) WITH SB SERIES BARB FITTINGS. RISERS FOR HEADS OVER 7 GPM SHALL BE RAINBIRD TSJ SERIES SWING JOINTS (OR APPROVED EQUAL), SIZE TO MATCH INLET SIZE OF HEAD.
 12. CONTROL VALVE, SIZE, TYPE, QUANTITY, AND LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT. INSTALL A RAINBIRD 1" PEB FOR ZONES UP TO 30 GPM, 1 1/2" FOR ZONES OF 30-80 GPM, AND 2" VALVE FOR ZONES OVER 80 GPM. INSTALL IN HEAVY DUTY PLASTIC VANDAL PROOF BOX. SIZE BOXES ACCORDING TO VALVE NUMBERS FOR EASE OF MAINTENANCE AND REPAIR. INSTALL FOUR (4) CUBIC FEET OF PEA GRAVEL FOR SUMP IN BASE OF BOXES.
 13. QUICK COUPLERS SHALL BE A RAINBIRD 44LRC WITH A LASCO 1" UNITIZED SWING JOINT ASSEMBLY AND 1" BRASS INSERT 90° ELL OUTLET, SUPPORT WITH REBAR IN EACH RETAINER LUG. INSTALL WHERE SHOWN ON THE PLANS.
 14. IRRIGATION SYSTEM BACKFILL MUST OCCUR ONLY AFTER SYSTEM CHECK IS COMPLETED AS SPECIFIED. USE ONLY ROCK FREE CLEAN FILL AROUND PIPES, VALVES, DRAINS, OR ANY IRRIGATION SYSTEM COMPONENTS. WATER SETTLE ALL TRENCHES AND EXCAVATIONS.
 15. ALL IRRIGATION PIPE RUNNING THROUGH WALLS, UNDER SIDEWALK, ASPHALT, OR OTHER HARD SURFACE SHALL BE SLEEVED PRIOR TO PAVING. IT IS THE IRRIGATION CONTRACTORS RESPONSIBILITY TO COORDINATE SLEEVING WITH CONCRETE AND PAVEMENT CONTRACTORS. SLEEVES WILL BE SCHEDULE 40 P.V.C. THE DEPTH FOR MAIN LINE SLEEVES SHALL BE TWENTY FOUR (24) INCHES MINIMUM. DEPTH FOR LATERAL SLEEVES SHALL BE TWELVE (12) INCHES MINIMUM. SLEEVES SHALL BE A MINIMUM OF TWO SIZES LARGER THAN THE PIPE TO BE SLEEVED. ALL VALVE WIRING SHALL BE CONTAINED IN SEPARATE SLEEVING.
 16. PLANS ARE DIAGRAMMATIC AND APPROXIMATE DUE TO SCALE. WHERE POSSIBLE, ALL PIPING IS TO BE INSTALLED WITHIN THE PLANTING AREAS. NO TEES, ELLS, OR CHANGES IN DIRECTION SHALL OCCUR UNDER HARDSCAPE.
 17. SPRAY HEADS ADJACENT TO HARDSCAPE PAVING SHALL BE SPACED AWAY 1"-3". SPRAY HEADS ADJACENT TO WALLS, BUILDINGS, FENCES OR STRUCTURES SHALL BE SPACED AWAY A MINIMUM OF 6".
 18. THE IRRIGATION SYSTEM SHALL BE INSTALLED FOR PROPER DRAINAGE AND WINTERIZATION. NO LINE SAGS OR SADDLES SHALL OCCUR IN IRRIGATION MAIN OR LATERAL LINES. ALL PIPING SHALL HAVE A MINIMUM .5% POSITIVE SLOPE TO END OF LINES. INSTALL KING DRAINS AT ALL LOW POINTS AND ENDS OF LATERAL LINES. PROVIDE SYSTEM WITH MANUAL COMPRESSION AIR BLOWOUT ABILITY THROUGH QUICK COUPLERS. THE OWNER MUST BE INFORMED OF WINTERIZING SCHEDULE FOR BLOWING OUT SYSTEM.
 19. UPON COMPLETION OF IRRIGATION MODIFICATIONS, THE CONTRACTOR SHALL VISUALLY INSPECT THE IRRIGATION SYSTEM AND VERIFY THAT ALL IRRIGATION ZONES OPERATE PROPERLY. ANY UNDER IRRIGATED OR UNIRRIGATED AREAS SHALL BE IDENTIFIED, AND THE CONTRACTOR SHALL MAKE ADJUSTMENTS OR ADDITIONS TO THE SYSTEM TO CORRECT IRRIGATION DEFICIENCIES.
 20. DRIP SYSTEM PIPING SHALL CONSIST OF A RIGID SCHEDULE 40 PVC PIPE DISTRIBUTION SYSTEM CONNECTING DRIP IRRIGATED PLANTER AREAS. POLYTUBING OR DRIP LINE SHALL BE RUN OFF THE RIGID PVC IN EACH PLANTING AREA OR ISLAND WITH A PVC TO POLYTUBING ADAPTER. ALL TRANSITION POINTS AND POLYTUBING ENDS SHALL TERMINATE WITH A FLUSH CAP IN A DRIP BOX WITH A TAN OR BROWN LID. NO POLYTUBING SHALL RUN UNDER PAVEMENT.
 21. THE LANDSCAPE CONTRACTOR SHALL PROVIDE IRRIGATION AS-BUILT DRAWINGS OF THE IRRIGATION SYSTEM TO THE OWNERS CONSTRUCTION REPRESENTATIVE. ALL IRRIGATION COMPONENTS ADDED, DELETED, OR MODIFIED IN THE FIELD SHALL BE NOTED ON THE PLAN. NOTE TAP SIZE, LINE SIZE, AND STATIC PRESSURE AT POINT OF CONNECTION.

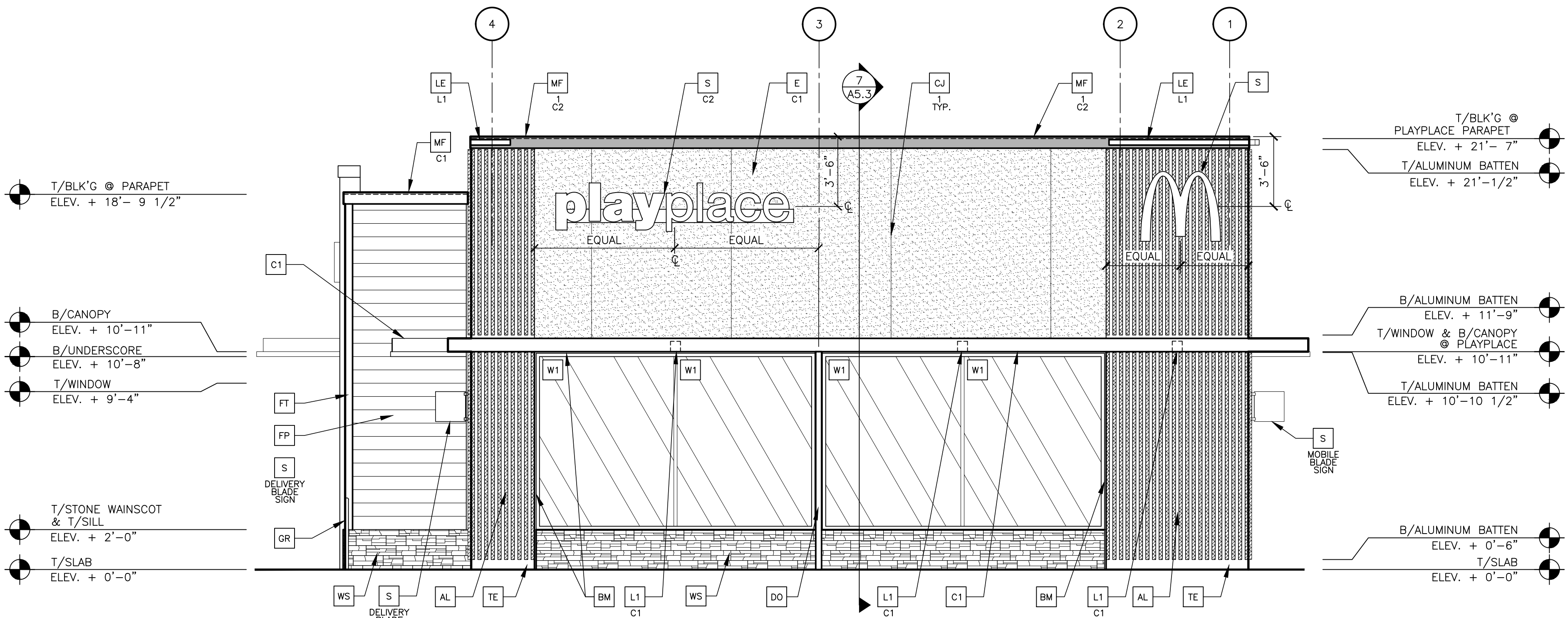
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
  	RAIN BIRD RWS-B-C 1400 SERIES ROOT WATERING SYSTEM WITH 4.0IN. DIAMETER X 36.0IN. LONG WITH LOCKING GRATE, SEMI-RIGID MESH TUBE, AND CHECK VALVE. RAIN BIRD BUBBLER OPTION AS INDICATED: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.	21	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	RAIN BIRD XC2-100-LC WIDE FLOW DRIP CONTROL KIT, FOR LIGHT COMMERCIAL USES. 1IN. PEB VALVE, WITH 1IN. PRESSURE REGULATING 40PSI BASKET FILTER. 0.3-20 GPM.	4	
	PIPE TRANSITION POINT IN DRIP BOX PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.	15	
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5 GPH-BLUE, 1.0 GPH-BLACK, AND 2.0 GPH-RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET. Emitter Notes: 05PC emitters (2 assigned to each 1 gal plant) 20PC emitters (2 assigned to each 2 gal plant) 20PC emitters (2 assigned to each 3 gal plant) 20PC emitters (2 assigned to each 5 gal plant)	17,692 SF 414 326 246 12	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	RAIN BIRD 44-LRC 1IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, AND 2-PIECE BODY.	1	
	RAIN BIRD PEB 1" 1IN, 1-1/2IN, 2IN, 3IN. PLASTIC INDUSTRIAL MASTER VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	1	
	1" ZURN 375 1" REDUCED PRESSURE PRINCIPLE ASSEMBLY. INSTAL IN A STRONGBOX ENCLOSURE ON A CONCRETE PAD.	1	
	RAIN BIRD ESP4ME3 4 STATION, HYBRID MODULAR OUTDOOR CONTROLLER, FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY. CONTRACTOR TO COORDINATE ELECTRICAL SOURCE. EXACT LOCATION OF CONTROLLER TO BE DETERMINED BY OWNER. EPA WATERSENSE CERTIFIED WITH THE LNK2WIFI MODULE UPGRADE.	1	
	RAIN BIRD LNK2WIFI UPGRADES CONTROLLERS (ESP-M, ESP-RZXE, ST8) TO HAVE WEATHER 1 DATA FOR ET-BASED ADJUSTMENTS (WATERSENSE APPROVED) & WIFI CAPABILITIES. EPA WATERSENSE CERTIFIED.	1	
	RAIN BIRD WR2-RFC WIRELESS RAIN AND FREEZE SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN/FREEZE SENSOR TRANSMITTER.	1	
	RAIN BIRD FG100 1IN. FG100 FLOW SENSORS W/ NPT UNION FITTINGS. OPERATING RANGE 11.4 LPM-94.6 LPM. SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE. NO STRAIGHT PIPE REQUIREMENTS. POINT OF CONNECTION 1"	1 1	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	2,448 LF	
	IRRIGATION MAINLINE: PVC SCHEDULE 40	38.9 LF	
	PIPE SLEEVE: PVC CLASS 200 SDR 21	489.5 LF	
	Valve Callout Valve Number Valve Flow Valve Size		

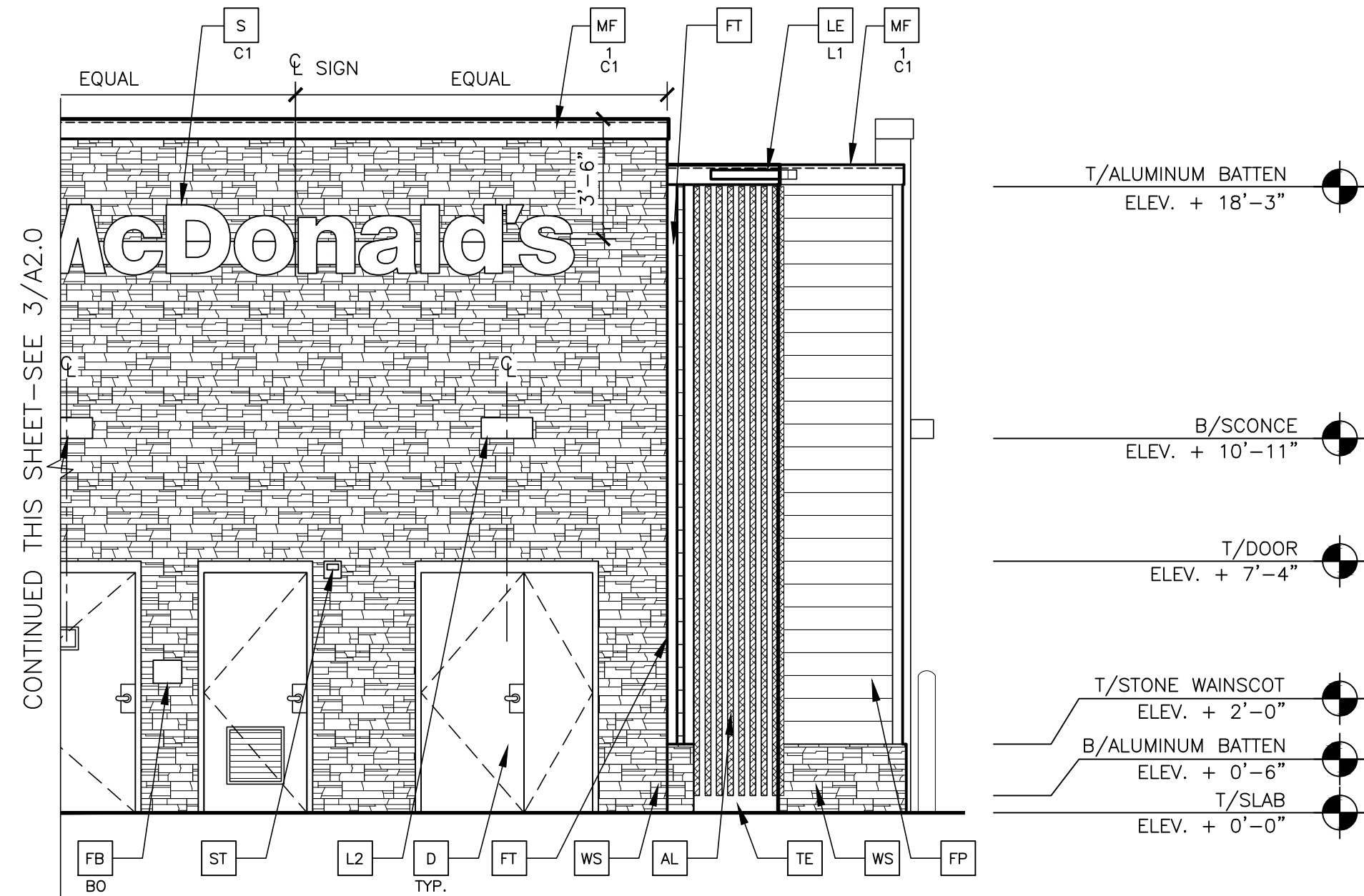


IRRIGATION PLAN

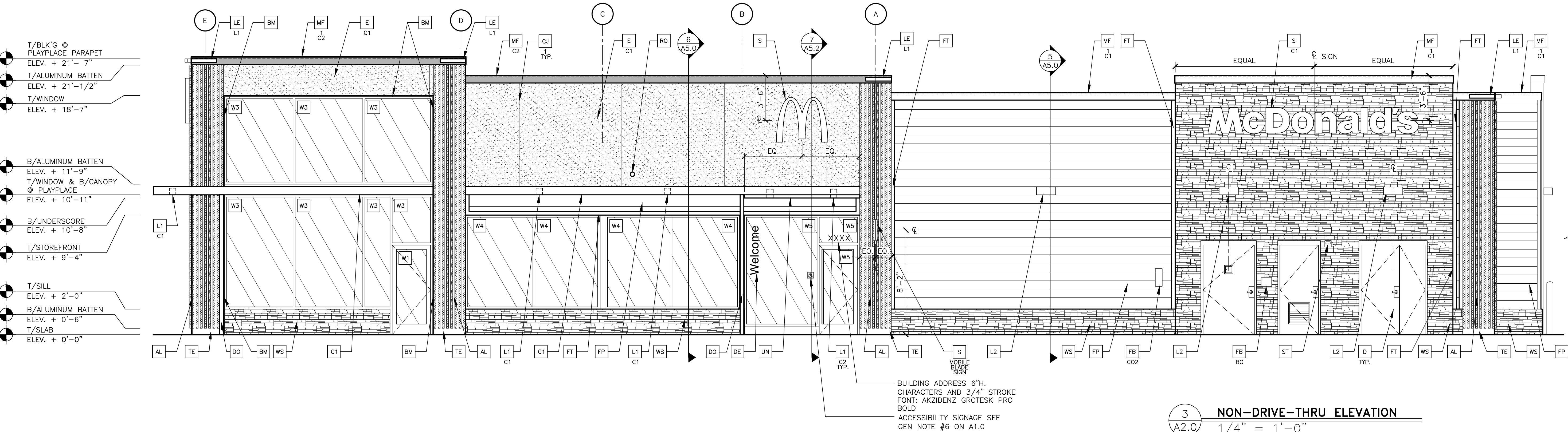
LICENSED LANDSCAPE ARCHITECT DARRIN PERKES No. 378426 7-19-15 STATE OF UTAH	DOMINION Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000	McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH DESCRIPTION IRRIGATION PLAN	PREPARED FOR: M CORPORATION 1800 CIRCLE ONE, SUITE 100, DENVER, CO 80202	DRAWN BY: STD ISSUE DATE: REVIEWED BY: DATE REVIEWED: DATE ISSUED: OFFICE ADDRESS: DENVER REGION: 4643 S. ULSTER ST., SUITE 1300, DENVER, CO 80237	TITLE McDONALD'S SITE IMPROVEMENT PLANS EAGLE MOUNTAIN, UTAH DESCRIPTION IRRIGATION PLAN	SHEET NO. L1.2	DATE 03.13.25 REV 02.20.25	BY DLP DLP	DESCRIPTION PER CITY REVIEW PER CITY REVIEW
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1
A2.0 FRONT ELEVATION
1/4" = 1'-0"



2
A2.0 NON-DRIVE-THRU ELEVATION
1/4" = 1'-0"



3
A2.0 NON-DRIVE-THRU ELEVATION
1/4" = 1'-0"

KEY NOTES:

- AL ALUMINUM BATTEN SYSTEM
SIZE: 2"x2" PROFILE
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH
SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB,
GROUP 1, HDO BOTH FACES, APA TRADEMARKED,
COARSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AND PAINT BOTH
SIDES AND ALL EDGES PRIOR TO INSTALLATION.
SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP ALPOLIC METAL PANEL (COLOR: DON GRAY)
- C1 ALUMINUM CANOPY SYSTEM W/FASCIA
COLOR: WHITE
- C2 ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022
- CJ CONTROL JOINT
1-TYPE: 1 = EIFS
2 = HOLLOW METAL DOOR
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- DE DECAL BY GRAPHICS SUPPLIER
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.
SUPPLIERS:
VOMELA (865) 330-7337, ann.bowen@vomela.com
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com
- DO DOWNSPOUT
3" DOWNSPOUT BY CANOPY SYSTEM MANUFACTURER
COLOR: RAL 7022
- E EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.)
C1-COLOR:
C1 = "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- EJ EXPANSION JOINT, SEE DETAIL 7/A4.1

- FB CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- FP FIBER CEMENT LAP SIDING: SMOOTH HARDI-BOARD PLANK BY
JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, H25
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- FT FIBER CEMENT TRIM: HARDIE TRIM BOARDS 4/4 SMOOTH,
3 1/2" WIDTH, 3/4" THICK, H25
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- GR GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
PAINT: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- L1 RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL
C1-COLOR:
C1= WHITE
C2= GOLD
- L2 RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL
COLOR: PLATINUM SILVER

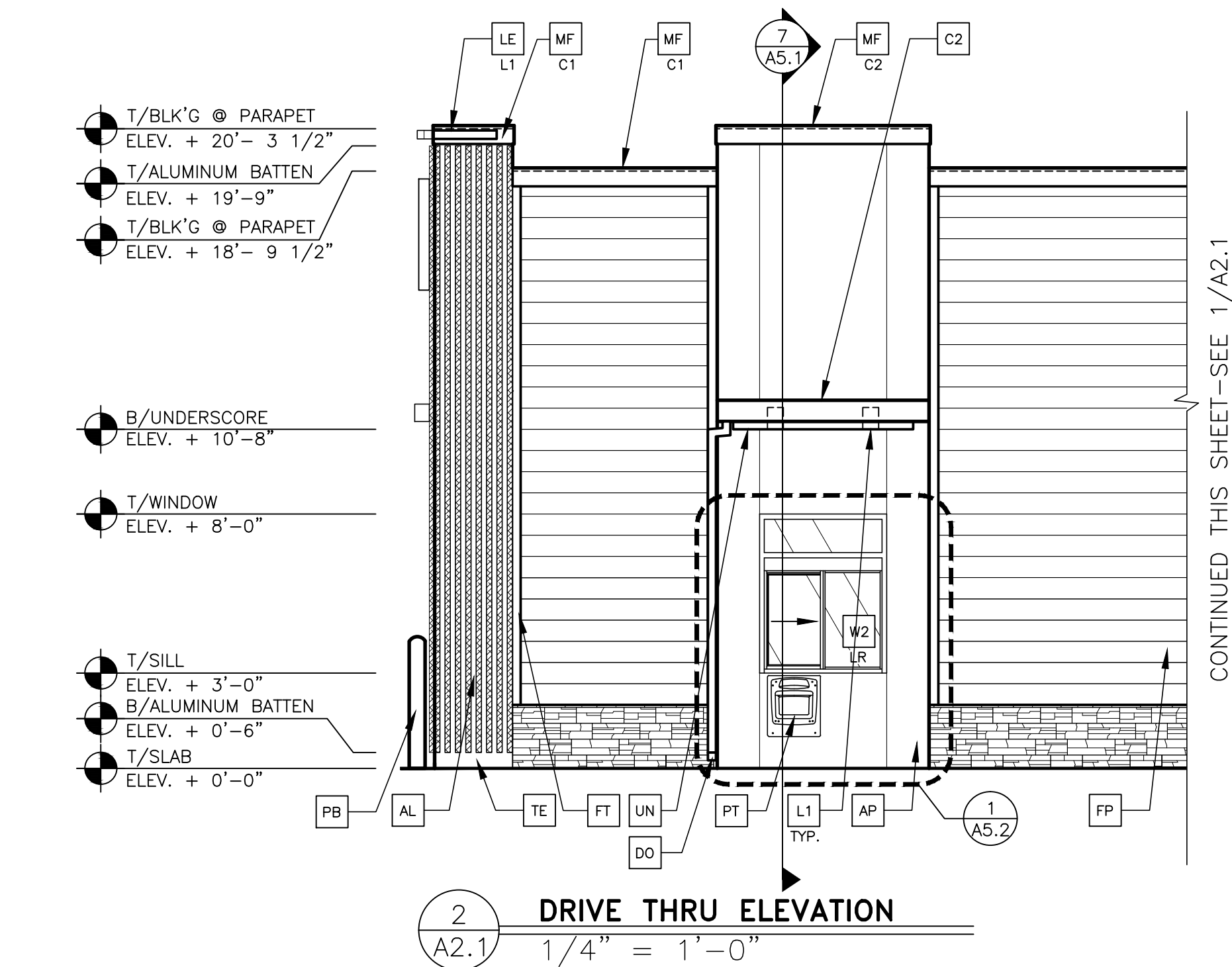
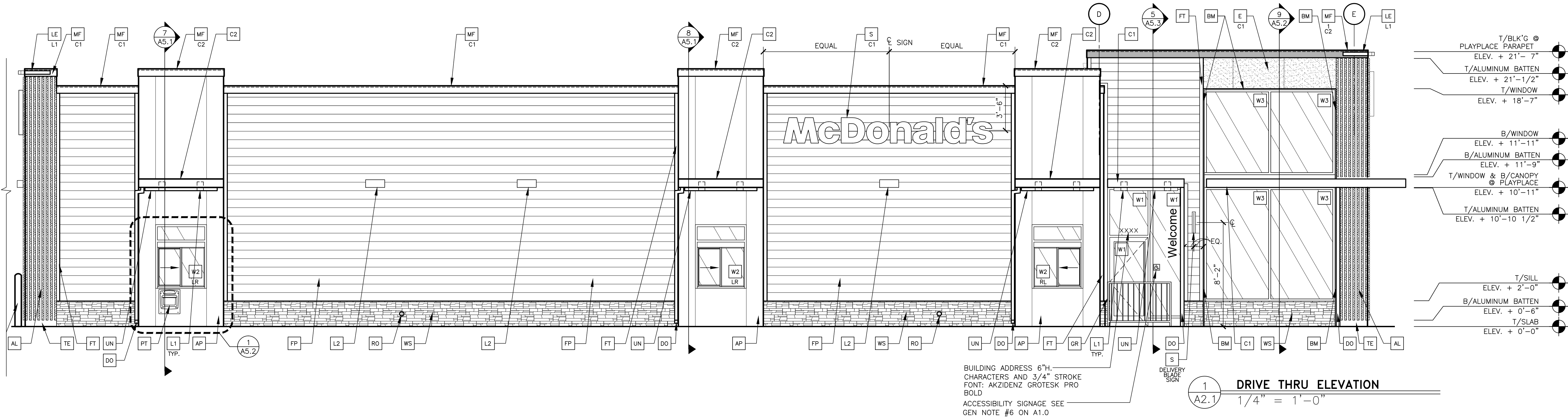
- LE ACCENT LIGHTING - SEE ELECTRICAL
L1-LED LIGHT:
L1 = SLIM LED (DOWN ONLY)
L2 = UP ONLY FLOOD FIXTURE
- MF PRE-FAB ANCHOR-TITE METAL FASCIA
C1-COLOR:
C1= WEATHERED ZINC
C2= RAL 7022
- PB PIPE BOLLARD - PAINTED YELLOW
- PT (RMHC) COIN COLLECTOR
MODEL: #WPT STD
CALL 1-888-743-7435 TO ORDER

- RO ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
C1-COLOR:
C1= WEATHERED ZINC RACEWAY
C2= RAL 7022 RACEWAY
- ST CO2 STROBE/ALARM. SEE MECHANICAL DRAWINGS
FOR SPECIFICATION.
- TE TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN METAL UNDERSORE
COLOR: GOLD

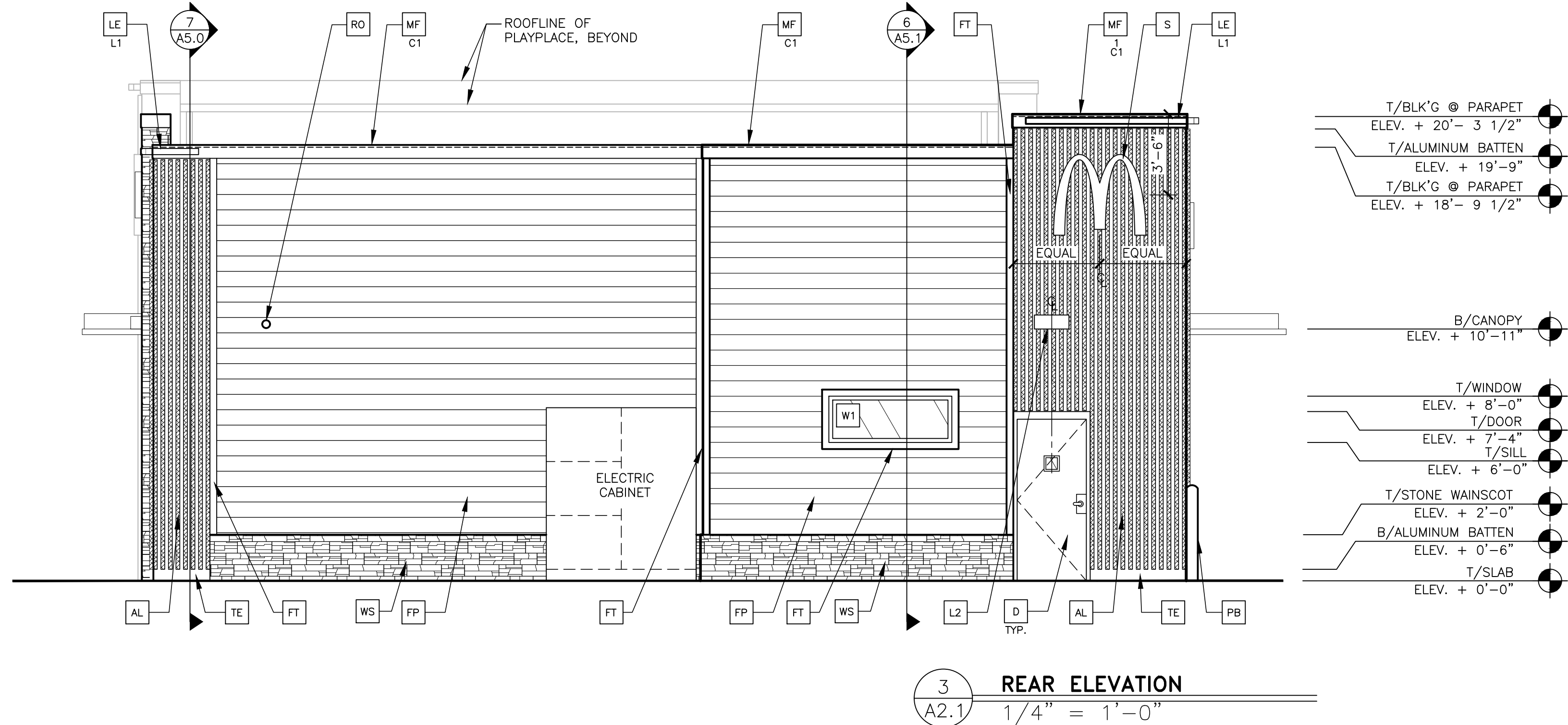
- W- EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS
COLOR: DARK BRONZE
- W2 DRIVE-THRU WINDOW BY READY ACCESS
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL
OPEN; ELECTRONIC RELEASE
COLOR: DEEP BRONZE
SLIDE DIRECTION: RL = RIGHT TO LEFT
LR = LEFT TO RIGHT
- WS STONE WAINSCOT:
CULTURED STONE BY BORAL - HEWN STONE
COLOR: SPAN

SHEET NO.	TITLE	DRAWN BY N.GLUKHOMAN	STD ISSUE DATE 2024.04	REVIEWED BY M.PELINI	DATE ISSUED 02/06/2024	C.S.G. PROJECT # MCD.381.31	L/C: 043-0330	4245 PONY EXPRESS PKWY, EAGLE MOUNTAIN, UT	NSK 41246	SITE ADDRESS	E.L.F.S./BATTEN/LAP SIDING/STONE EXTERIOR FINISH	WOOD TRUSS ROOF FRAMING	WOOD BEARING WALLS W/HARDIE BOARD EXTERIOR FINISH	DESCRIPTION	4584 WOOD/WOOD	2024 STANDARD BUILDING — BB20	© 2024 McDonald's USA, LLC	PREPARED FOR:	McDonald's USA, LLC	These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared by McDonald's USA, LLC and shall not be used for any other project not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the use of the contract documents for reuse on another project is not authorized.	PREPARED BY:	CORE STATES GROUP	13.5 Water Sheet McDonald's USA, LLC Nashville, TN 37203 02/06/2024 02/06/2024 02/06/2024	BY	DATE	REV	DESCRIPTION
ELEVATIONS	A2.0	043-0330.01.0																									

CONTINUED THIS SHEET—SEE 2/A2.1



CONTINUED THIS SHEET—SEE 1/A2.1



KEY NOTES:

- AL** ALUMINUM BATTEN SYSTEM
SIZE: 2"x2" PROFILE
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH
SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES, APA TRADEMARKED,
COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AND PAINT BOTH SIDES AND ALL EDGES PRIOR TO INSTALLATION.
SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP** ALPOLIC METAL PANEL (COLOR: DON GRAY)
- C1** ALUMINUM CANOPY SYSTEM W/FASCIA
COLOR: WHITE
- C2** ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022
- CJ** CONTROL JOINT
1-TYPE: 1 = EIFS
- D** HOLLOW METAL DOOR
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- DE** DECAL BY GRAPHICS SUPPLIER
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.
SUPPLIERS:
VOMELA (865) 330-7337, ann.bowen@vomela.com
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com
- DO** DOWNSPOUT
3" DOWNSPOUT BY CANOPY SYSTEM MANUFACTURER
COLOR: RAL 7022
- E** EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.)
C1-COLOR:
C1 = "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- EJ** EXPANSION JOINT, SEE DETAIL 7/A4.1

- FB** CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- FP** FIBER CEMENT LAP SIDING: SMOOTH HARDI-BOARD PLANK BY JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, HZ5
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- FT** FIBER CEMENT TRIM: HARDIE TRIM BOARDS 4/4 SMOOTH,
3 1/2" WIDTH, 3/4" THICK, HZ5
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- GR** GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
PAINT: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- L1** RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL
C1-COLOR:
C1= WHITE
C2= GOLD
- L2** RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL
COLOR: PLATINUM SILVER

- LE** ACCENT LIGHTING - SEE ELECTRICAL
L1-LED LIGHT:
L1 = SLIM LED (DOWN ONLY)
L2 = UP ONLY FLOOD FIXTURE
- MF** PRE-FAB ANCHOR-TITE METAL FASCIA
C1-COLOR:
C1= WEATHERED ZINC
C2= RAL 7022
- PB** PIPE BOLLARD - PAINTED YELLOW
- PT** (RMHC) COIN COLLECTOR
MODEL: #WPT STD
CALL 1-888-743-7435 TO ORDER

- RO** ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S** McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
C1-COLOR:
C1= WEATHERED ZINC RACEWAY
C2= RAL 7022 RACEWAY
- ST** CO2 STROBE/ALARM. SEE MECHANICAL DRAWINGS FOR SPECIFICATION.
- TE** TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN** METAL UNDERSORE
COLOR: GOLD

- W-** EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS
COLOR: DARK BRONZE
- W2** DRIVE-THRU WINDOW BY READY ACCESS
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL
OPEN; ELECTRONIC RELEASE
COLOR: DEEP BRONZE
SLIDE DIRECTION: RL = RIGHT TO LEFT
LR = LEFT TO RIGHT
- WS** STONE WAINSCOT:
CULTURED STONE BY BORAL - HEWN STONE
COLOR: SPAN

PREPARED BY: CORE STATES GROUP		13.9 Water Street Norwalk, CT 06854 203.774.6100 corestates.com	
PREPARED FOR: McDonald's USA, LLC		© 2024 McDonald's Corporation	
DRAWN BY: N.GLUKHOVAN		STD ISSUE DATE: 2024 04	
REVIEWED BY: M.PELINI		DATE ISSUED: 02/06/2024	
C.S.G. PROJECT #		MCD.38131	
TITLE: 2024 STANDARD BUILDING - BB20		DESCRIPTION: 4584 WOOD/WOOD	
SHEET NO. A2.1		ELEVATIONS	
4584 WOOD/WOOD		WOOD TRUSS ROOF FRAMING	
ELF.S./BATTEN LAP SIDING/STONE		EXTERIOR FINISH	
NSK.41246		SITE ADDRESS: 4245 PONY EXPRESS PKWY, EAGLE MOUNTAIN, UT	
L/C: 043-0330		REV	
DATE		DESCRIPTION	
02/21/25		EXTERIOR UPDATES	
A		REISSUE 07/30/24	
REV		DATE	
BY		DESCRIPTION	
		REDRAW AS 4584 PHOTO WITH 2024 UPDATES	
		JV	



Front Elevation



Rear Elevation



Non-Drive-Thru Side Elevation

Materials Legend	
	Fiber Cement Lap Siding - Hardie-Board Plank "Gauntlet Grey" SW7019 by Sherwin Williams
	Exterior Insulation Finish System (Feature Wall) "Iron Ore" SW7069 by Sherwin Williams
	Aluminum Battens Wood grain
	Aluminum Canopy (Prefinished Metal) "White"
	Aluminum Underscore (Prefinished) "Gold"
	Aluminum Trellis (Prefinished) "RAL 7022"
	Glazing (Windows & Storefront) 1" Insulated Clear Glass
	Storefront Mullions "Deep Bronze"
	Apolic Metal Panel "RAL 7022"
	Metal Coping "Weathered Zinc"
	Service Doors & Frames "Gauntlet Grey" SW7019 by Sherwin Williams
	Stone Wainscot (Wall Accent) "Span" Cultured Stone by Boral - Hewn Stone



Drive-Thru Side Elevation



Front Elevation



Rear Elevation

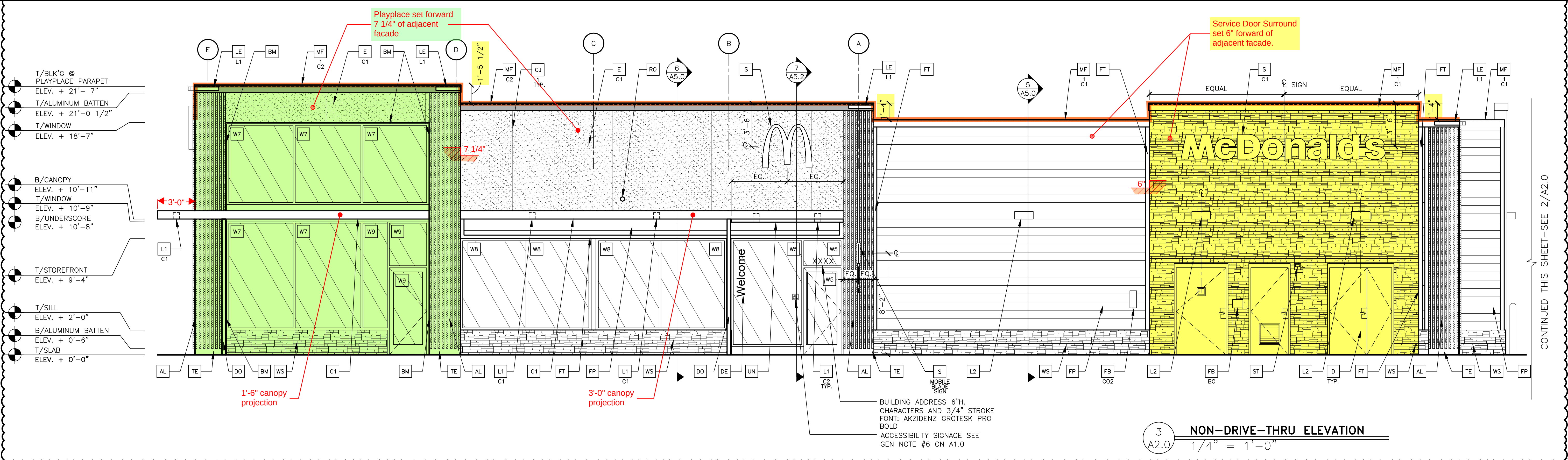
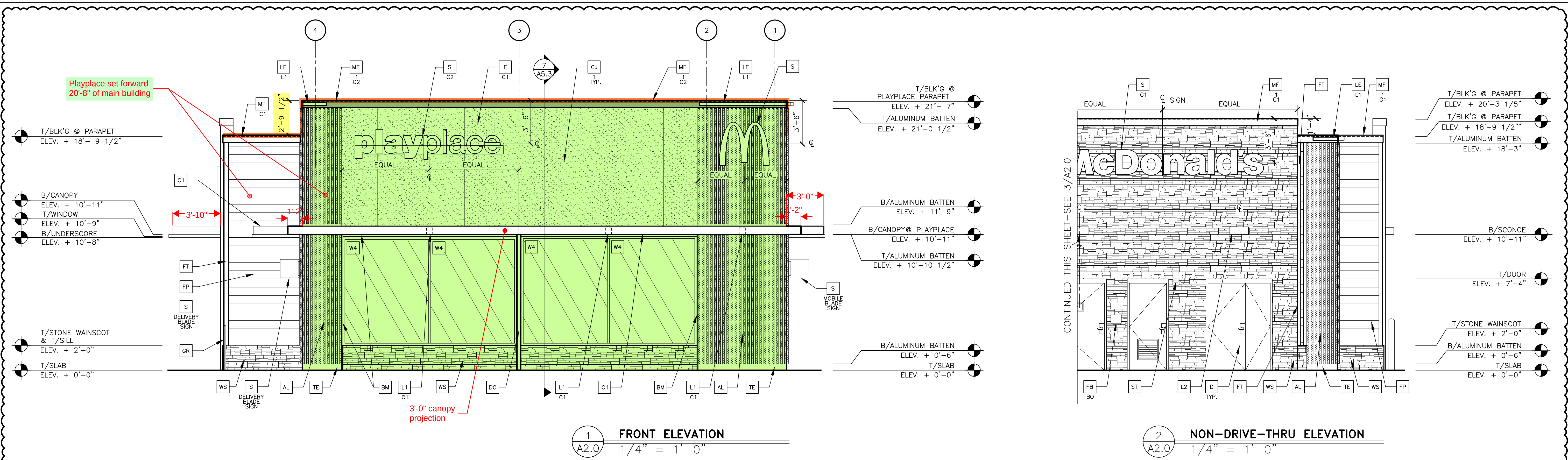


Non-Drive-Thru Side Elevation



Drive-Thru Side Elevation

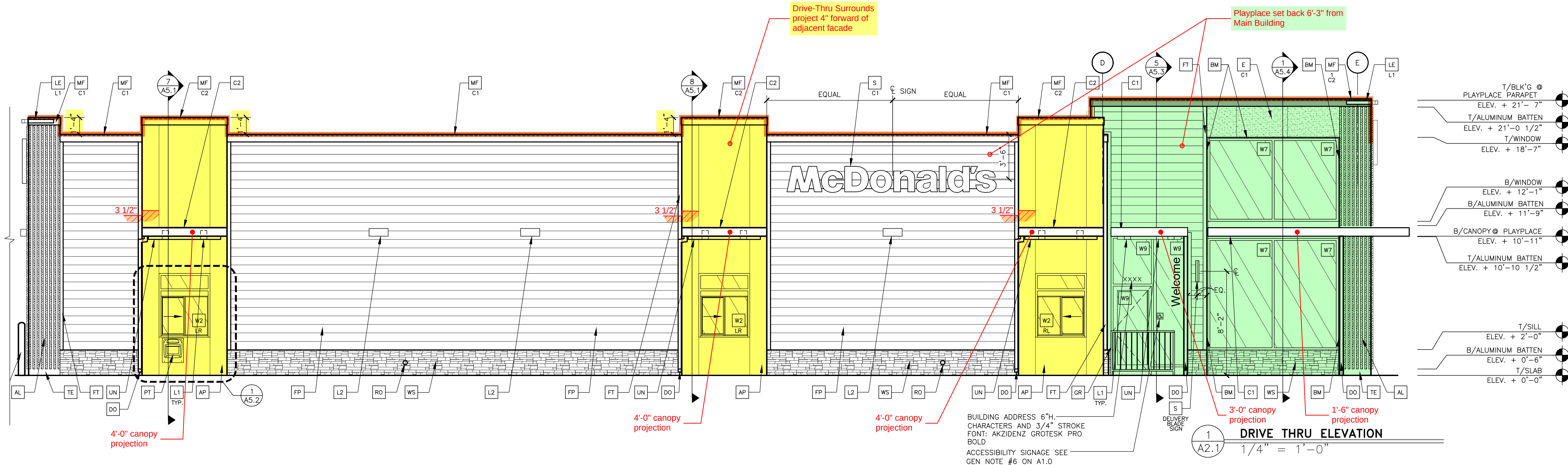
Materials Legend	
	Fiber Cement Lap Siding - Hardie-Board Plank "Gauntlet Grey" SW7019 by Sherwin Williams
	Exterior Insulation Finish System (Feature Wall) "Iron Ore" SW7069 by Sherwin Williams
	Aluminum Battens Wood grain
	Aluminum Canopy (Prefinished Metal) "White"
	Aluminum Underscore (Prefinished) "Gold"
	Aluminum Trellis (Prefinished) "RAL 7022"
	Glazing (Windows & Storefront) 1" Insulated Clear Glass
	Storefront Mullions "Deep Bronze"
	Apolic Metal Panel "RAL 7022"
	Metal Coping "Weathered Zinc"
	Service Doors & Frames "Gauntlet Grey" SW7019 by Sherwin Williams
	Stone Wainscot (Wall Accent) "Span" Cultured Stone by Boral - Hewn Stone



KEY NOTES:					
AL	ALUMINUM BATTEN SYSTEM SIZE: 2"x2" PROFILE COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH SUBSTRATE; 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES, APA TRADEMARKED, COURSE GRIT SAND SURFACES PRIOR TO PRIMING, PRIME AND PAINT BOTH SIDES AND ALL EDGES PRIOR TO INSTALLATION. SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS	CJ	CONTROL JOINT 1-TYPE: 1 = EIFS 2 = HOLLOW METAL DOOR PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS	FB	CO2 = CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00) BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
AP	ALPOLIC METAL PANEL (COLOR: DON GRAY)	D	DECAL BY GRAPHICS SUPPLIER SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED. SUPPLIERS: VOMELA (865) 330-7337, ann.bowen@vomela.com GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com	FP	FIBER CEMENT LAP SIDING: SMOOTH HARDI-BEARD PLANK BY JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, H25 PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
C1	ALUMINUM CANOPY SYSTEM COLOR: WHITE	DE	DOWNPOUT 3" DOWNPOUT BY CANOPY SYSTEM MANUFACTURER COLOR: RAL 7022	FT	FIBER CEMENT TRIM: HARDIE TRIM BOARDS 4/4 SMOOTH, 3 1/2" WIDTH, 3/4" THICK, H25 PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
C2	ALUMINUM CANOPY SYSTEM COLOR: RAL 7022	DO	EXTERIOR INSULATION FINISH SYSTEM (E.I.F.S.) C1 = "IRON ORE" SW 7069 BY SHERWIN WILLIAMS	GR	GUARD RAIL - SEE SITE PLAN FOR EXACT LOCATION AND LENGTH PAINT: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
		E	EXPANSION JOINT, SEE DETAIL 7/4A.1	L1	RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL C1 = WHITE C2 = GOLD
				L2	RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL COLOR: PLATINUM SILVER
				LE	ACCENT LIGHTING - SEE ELECTRICAL L1 = LED LIGHT L2 = NOT USED
				MF	PRE-FAB ANCHOR-TITE METAL FASCIA C1 = COLOR: C1 = WEATHERED ZINC C2 = RAL 7022
				PB	PIPE BOLLARD - PAINTED YELLOW
				PT	(RMHC) COIN COLLECTOR MODEL: #WPT STD CALL 1-888-743-7435 TO ORDER
				RO	ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
				S	McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT. C1 = COLOR: C1 = WEATHERED ZINC RACEWAY C2 = RAL 7022 RACEWAY
				ST	CO2 STROBE/ALARM. SEE MECHANICAL DRAWINGS FOR SPECIFICATION.
				TE	TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
				UN	METAL UNDERSORE COLOR: GOLD
				W-	EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS COLOR: DARK BRONZE
				W2	DRIVE-THRU WINDOW BY READY ACCESS MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN; ELECTRONIC RELEASE COLOR: DEEP BRONZE SLIDE DIRECTION: RL = RIGHT TO LEFT LR = LEFT TO RIGHT
				WS	STONE WAINSCOT: CULTURED STONE BY BORAL - HEWN STONE COLOR: SPAN

PREPARED BY: CORE STATES GROUP		REVIEWED BY: M. PELINI		DATE ISSUED: 02/06/2024	
DRAWN BY: N. GLUKHOMAN		DATE: 02/06/2024		C.S.G. PROJECT #	
STD ISSUE DATE: 2024 04		REVISIONS		L/C: 043-0330	
TITLE: 2024 STANDARD BUILDING - BB20		DESCRIPTION: WOOD BEARING WALLS W/HARDIE BOARD EXTERIOR FINISH WOOD TRUSS ROOF FRAMING ELF.S/BATTEN/LAP SIDING/STONE EXTERIOR FINISH		SITE ADDRESS: 4245 PONY EXPRESS PKWY, EAGLE MOUNTAIN, UT	
SHEET NO. 4584		ELEVATIONS		043-0330.01.0	
A2.0		ELEVATIONS		A	

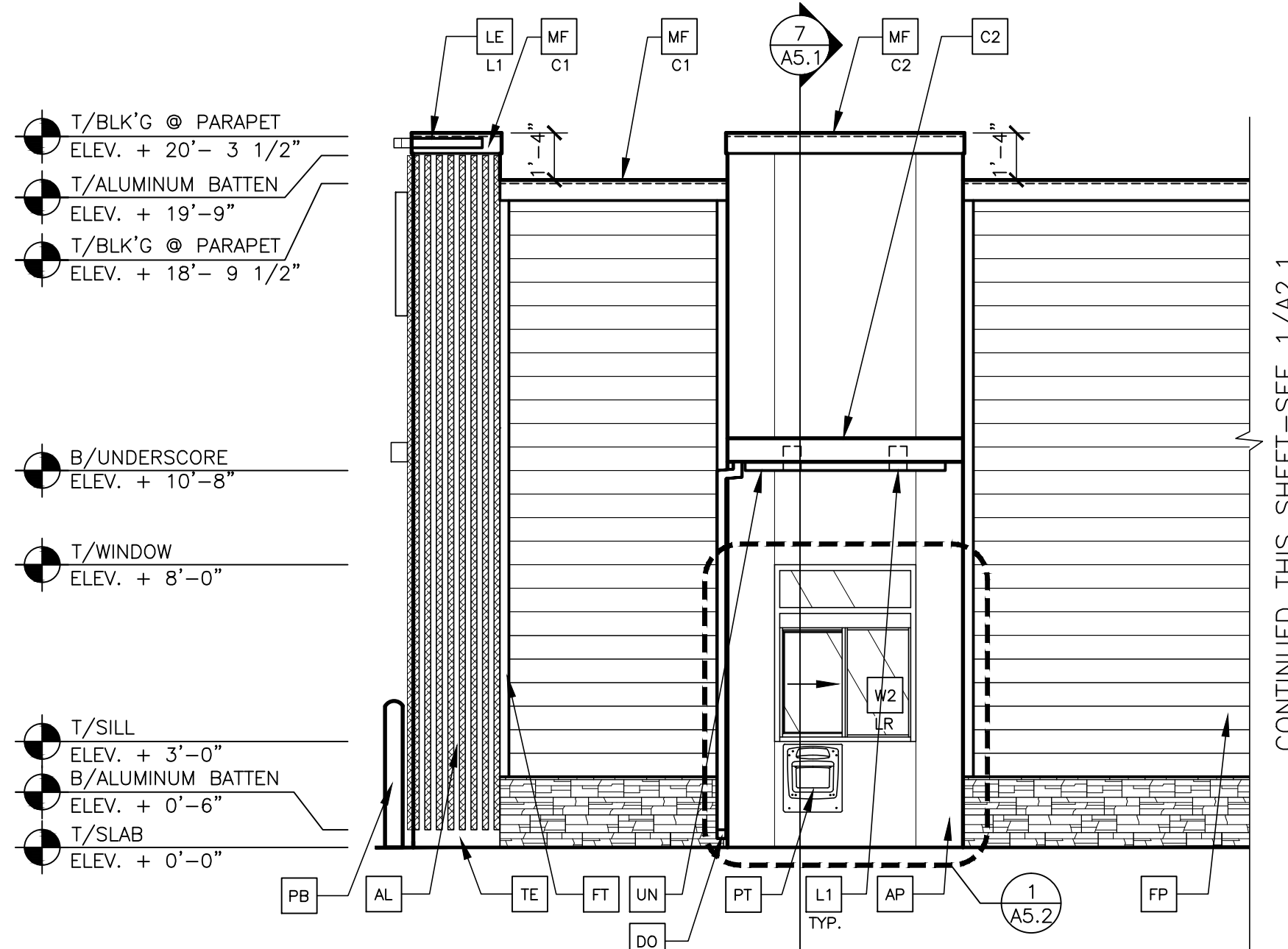
CONTINUED THIS SHEET—SEE 2/A2.1



- T/BLK'G @ PLAYPLACE PARAPET
ELEV. + 21'-7"
- T/ALUMINUM BATTEN
ELEV. + 21'-0 1/2"
- T/WINDOW
ELEV. + 18'-7"
- B/WINDOW
ELEV. + 12'-1"
- B/ALUMINUM BATTEN
ELEV. + 11'-9"
- B/CANOPY @ PLAYPLACE
ELEV. + 10'-11"
- T/ALUMINUM BATTEN
ELEV. + 10'-10 1/2"
- T/SILL
ELEV. + 2'-0"
- B/ALUMINUM BATTEN
ELEV. + 0'-6"
- T/SLAB
ELEV. + 0'-0"

BUILDING ADDRESS 6"H.
CHARACTERS AND 3/4" STROKE
FONT: AKZIDENZ GROTESK PRO
BOLD
ACCESSIBILITY SIGNAGE SEE
GEN NOTE #6 ON A1.0

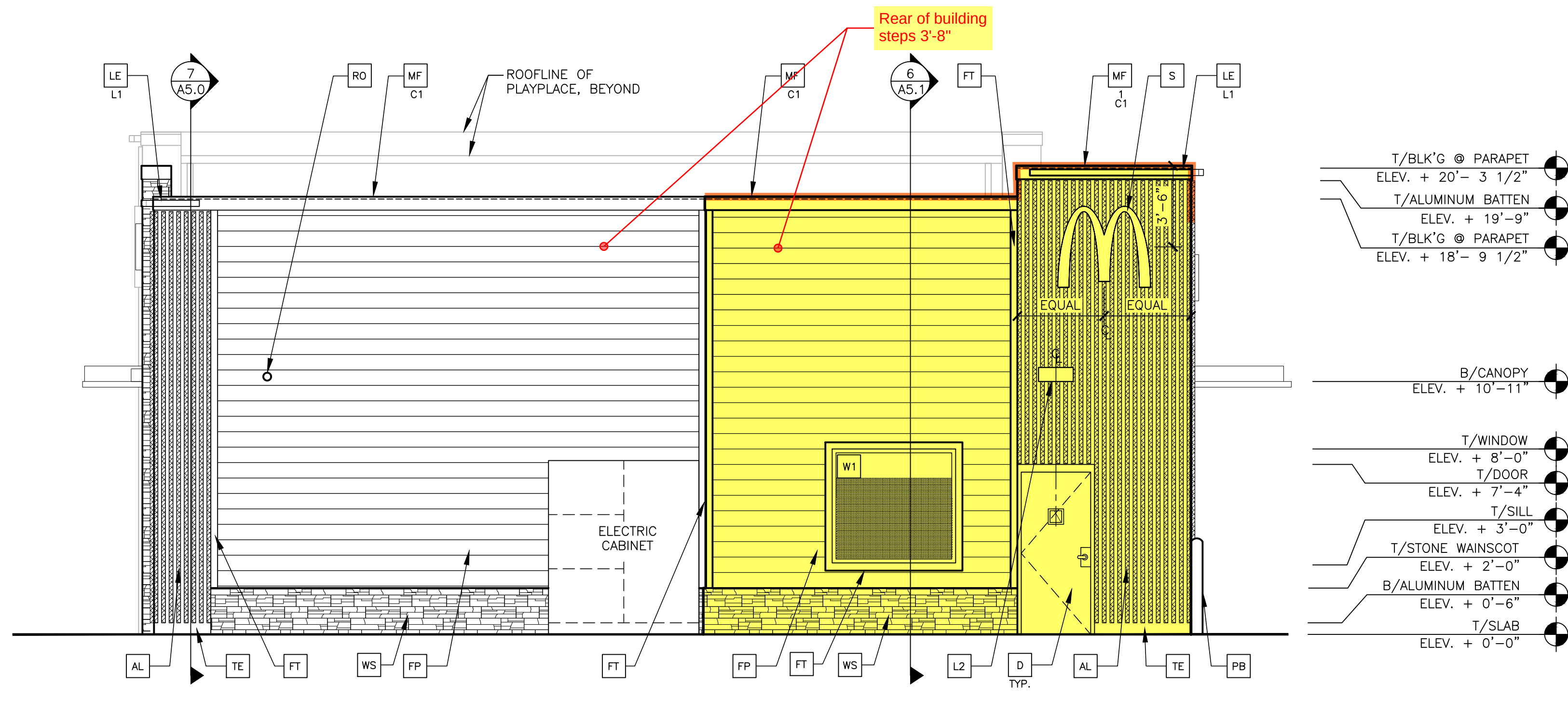
1
A2.1
DRIVE THRU ELEVATION
1/4" = 1'-0"



- T/BLK'G @ PARAPET
ELEV. + 20'-3 1/2"
- T/ALUMINUM BATTEN
ELEV. + 19'-9"
- T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"
- B/UNDERSORE
ELEV. + 10'-8"
- T/WINDOW
ELEV. + 8'-0"
- T/SILL
ELEV. + 3'-0"
- B/ALUMINUM BATTEN
ELEV. + 0'-6"
- T/SLAB
ELEV. + 0'-0"

2
A2.1
DRIVE THRU ELEVATION
1/4" = 1'-0"

CONTINUED THIS SHEET—SEE 1/A2.1



- T/BLK'G @ PARAPET
ELEV. + 20'-3 1/2"
- T/ALUMINUM BATTEN
ELEV. + 19'-9"
- T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"
- B/CANOPY
ELEV. + 10'-11"
- T/WINDOW
ELEV. + 8'-0"
- T/DOOR
ELEV. + 7'-4"
- T/SILL
ELEV. + 3'-0"
- T/STONE WAINSCOT
ELEV. + 2'-0"
- B/ALUMINUM BATTEN
ELEV. + 0'-6"
- T/SLAB
ELEV. + 0'-0"

3
A2.1
REAR ELEVATION
1/4" = 1'-0"

KEY NOTES:

- AL ALUMINUM BATTEN SYSTEM
SIZE: 2"x2" PROFILE
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH
SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB,
GROUP 1, HDO BOTH FACES, APA TRADEMARKED,
COARSE GRIT SAND SURFACES PRIOR TO PRIMING, PRIME AND PAINT BOTH
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SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP ALPOLIC METAL PANEL (COLOR: DON GRAY)
- C1 ALUMINUM CANOPY SYSTEM
COLOR: WHITE
- C2 ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022
- CJ CONTROL JOINT
1-TYPE: 1 = EIFS
- D HOLLOW METAL DOOR
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- DE DECAL BY GRAPHICS SUPPLIER
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.
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3" DOWNSPOUT BY CANOPY SYSTEM MANUFACTURER
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COLOR:
C1 = "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- EJ EXPANSION JOINT, SEE DETAIL 7/A4.1
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BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- FP FIBER CEMENT LAP SIDING: SMOOTH HARDI-BOARD PLANK BY
JAMES HARDIE, 8-1/4" WIDTH, 7" EXPOSURE, H25
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
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- GR GUARD RAIL—SEE SITE PLAN FOR EXACT LOCATION AND LENGTH
PAINT: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- L1 RECESSED DOWN LIGHT FIXTURE — SEE ELECTRICAL
C1-COLOR:
C1= WHITE
C2= GOLD
- L2 RADIAL SCENCE LIGHT FIXTURE — SEE ELECTRICAL
COLOR: PLATINUM SILVER
- LE ACCENT LIGHTING — SEE ELECTRICAL
L1—LED LIGHT:
L1 = SLIM LED (DOWN ONLY)
C2 = NOT USED
- MF PRE-FAB ANCHOR-TITE METAL FASCIA
C1—COLOR:
C1= WEATHERED ZINC
C2= RAL 7022
- PB PIPE BOLLARD — PAINTED YELLOW
- PT (RMHC) COIN COLLECTOR
MODEL: #WPT STD
CALL 1-888-743-7435 TO ORDER
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COLOR: DARK BRONZE
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C1= WEATHERED ZINC RACEWAY
C2= RAL 7022 RACEWAY
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FOR SPECIFICATION.
- TE TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN METAL UNDERSORE
COLOR: GOLD
- W- EXTERIOR WINDOW ASSEMBLY — TEMPERED GLASS
COLOR: DARK BRONZE
- W2 DRIVE-THRU WINDOW BY READY ACCESS
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL
OPEN; ELECTRONIC RELEASE
COLOR: DEEP BRONZE
SLIDE DIRECTION: RL = RIGHT TO LEFT
LR = LEFT TO RIGHT
- WS STONE WAINSCOT:
CULTURED STONE BY BORAL — HEWN STONE
COLOR: SPAN

PREPARED BY:
CORE STATES
GROUP

1339 Water Street
Norwalk, CT 06854
203.841.1100
corestates.com

PREPARED FOR:
McDonald's USA, LLC
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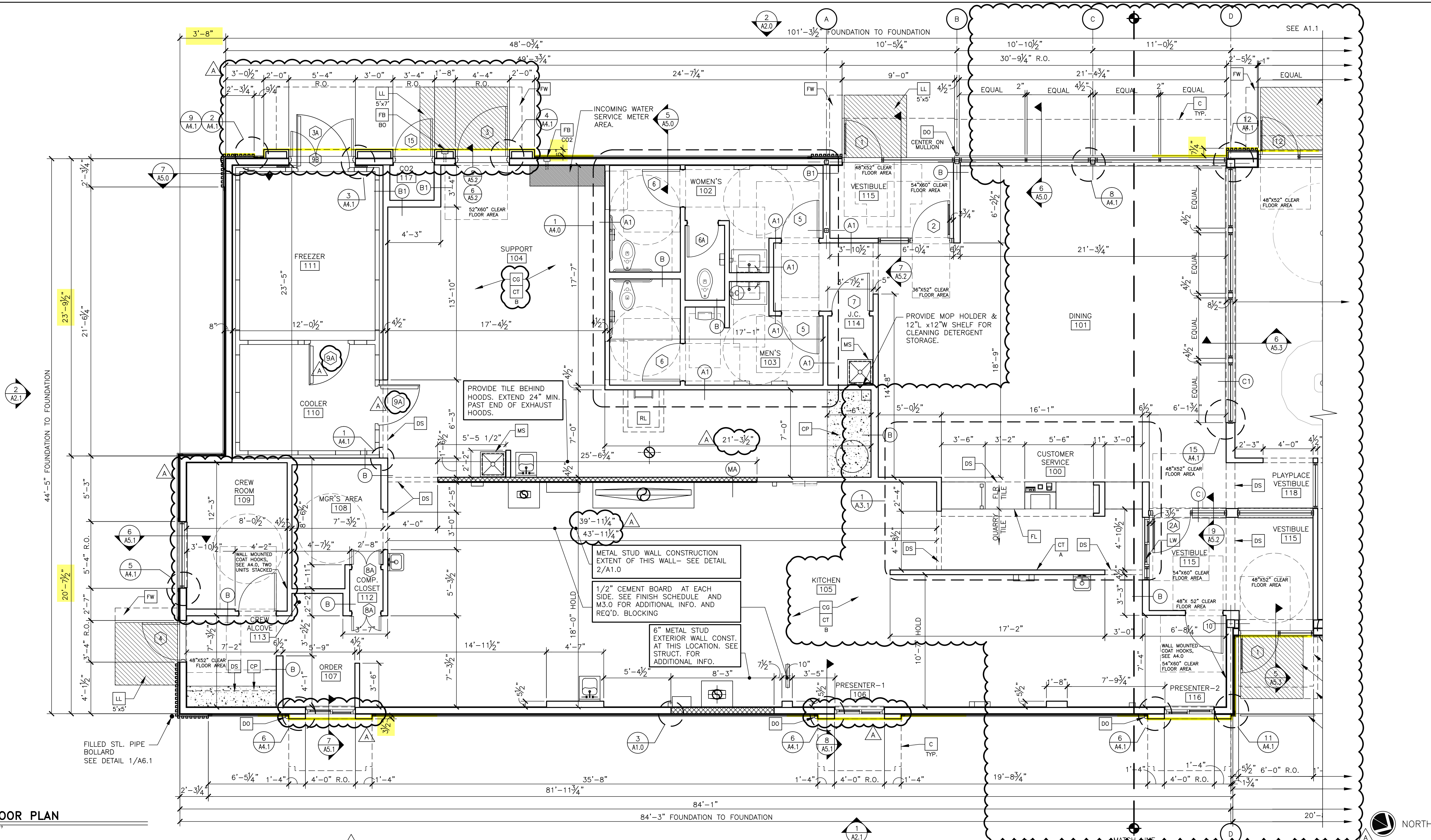
DRAWN BY:
N.GLUKHOMAN
STD ISSUE DATE:
2024 04
REVIEWED BY:
M.PELINI
DATE ISSUED:
02/06/2024
C.S.G. PROJECT #:
MCD.381.31

TITLE:
2024 STANDARD BUILDING — BB20
4584 WOOD/WOOD
DESCRIPTION:
WOOD BEARING WALLS W/HARDIE BOARD EXTERIOR FINISH
WOOD TRUSS ROOF FRAMING
EIFS/BATTEN/LAP SIDING/STONE EXTERIOR FINISH
SITE ADDRESS:
4245 PONY EXPRESS PKWY, EAGLE MOUNTAIN, UT
L/C: 043-0330

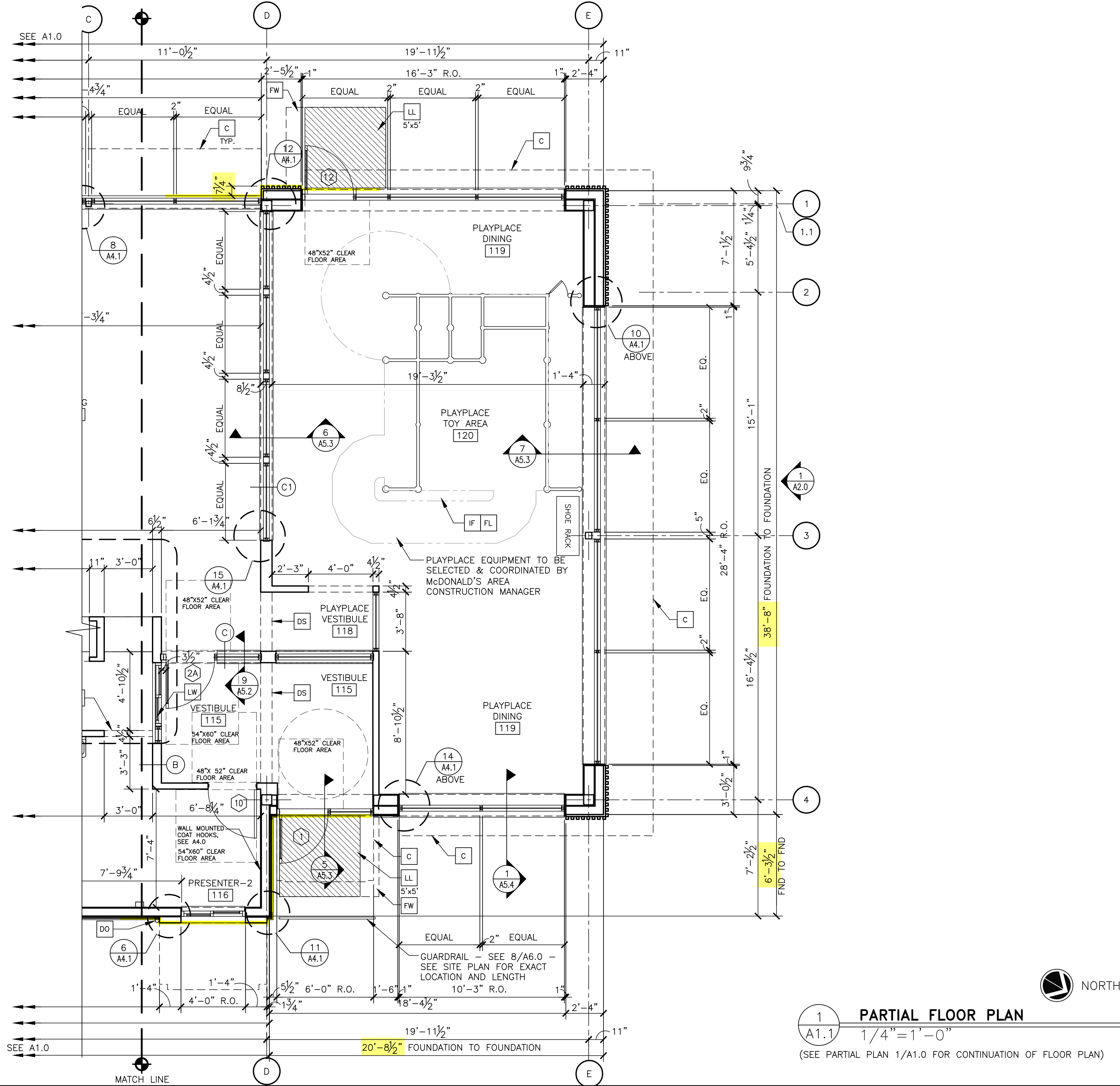
SHEET NO.
A2.1
ELEVATIONS

REV
A
DATE
03/25/25
REV
07/20/24
DESCRIPTION
EXTERIOR UPDATES
REISSUE AS 4584 PROTO WITH 2024 UPDATES

BY
JV



DRAWN BY B.ABDALLA		STD ISSUE DATE 2024 04		REVIEWED BY M.PELINI		DATE ISSUED 02/06/2024		C.S.G. PROJECT # MCD-38131	
TITLE 2024 STANDARD BUILDING - BB20		DESCRIPTION WOOD BEARING WALLS W/HARDBOARD EXTERIOR FINISH WOOD TRUSS ROOF FRAMING ELF.S/BATTEN/LAP SIDING/STONE EXTERIOR FINISH		SHEET NO. A1.0		FLOOR PLAN		PREPARED FOR McDonald's USA, LLC	
PREPARED BY CORE STATES GROUP		REVISIONS		DATE		REV		DESCRIPTION	
A		03/28/25		EXTERIOR UPDATES/ADD PLAYPLACE		REV		DATE	
NG		07/20/24		REDRAW AS 4584		REV		DATE	
BY									



1 PARTIAL FLOOR PLAN
A1.1 1/4" = 1'-0"
(SEE PARTIAL PLAN 1/A1.0 FOR CONTINUATION OF FLOOR PLAN)

KEY NOTES

- C** ALUMINUM CANOPY SYSTEM ABOVE — SEE 4/A5.0 FOR NOTES — SEE ROOF PLAN FOR DIMENSIONS, SEE ELEVATION FOR COLORS
- CG** G.C. TO PROVIDE 4"x4"x5'-0" HIGH STAINLESS STEEL CORNER GUARDS AT ALL EXPOSED LOCATIONS IN KITCHEN/SUPPORT AREA. CORNER GUARDS TO START AT FINISH FLOOR. ATTACH WITH WOOD SCREWS INTO WOOD BLOCKING BULLNOSE COVE BASE WHERE TILE MEETS STAINLESS STEEL CORNER
- CP** CONCRETE EQMT PAD — SEE STRUCTURAL
- CT** WALL TILE: PER DECOR PORTFOLIO
COLOR: AFTERNOON SPRAY, SIZE: 4"x12", PATTERN: STACKED BOND.
GROUT: MAPEI 02 PEWTER — JOINT TO BE 1/8" MAX.
ROUTE 66: EUROWEST — WHITE GLOSSY CHEVRON
GROUT: CHARCOAL 47 — JOINT TO BE 3/8" MAX.
- CT** WALL TILE: CROSSVILLE — COLOR BY NUMBERS
COLOR: AFTERNOON SPRAY, SIZE: 4"x12", PATTERN: STACKED BOND
GROUT: MAPEI 02 PEWTER — JOINT TO BE 1/8" MAX.
USE THIS TILE WHEN HIGH LRV IS REQUIRED
COORDINATE WITH McDONALD'S AREA CONSTRUCTION MANAGER
- DO** DOWNSPOUT CONNECTED TO CANOPY SYSTEM. SEE ELEVATIONS. COORDINATE CONNECTION WITH CIVIL.
- DS** DROPPED SOFFIT ABOVE — SEE REFLECTED CEILING PLAN
- FW** LINE OF FROST WALL; SEE SECTIONS AND STRUCTURAL DRAWINGS FOR MORE INFORMATION
- FB** CO2 FILL BOX (EQUIPMENT SCHEDULE ITEM 49.00)
- FB** OPTIONAL BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18) CONFIRM USE WITH McDONALD'S AREA CONSTRUCTION MANAGER
- FL** FLOOR LINE — CHANGE IN MATERIAL — SEE FINISH SCHEDULE
- FP** FIBERGLASS REINFORCED PLASTIC (FRP) — PANOLAM, GRAY SMOOTH, CLASS A, 075. REFER TO ROOM FINISH SCHEDULE SHEET A6.1 FOR INSTALLATION LOCATIONS. FOR ORDERING, CONTACT KIMBERLY LAWSON Kimberly.Lawson@panolam.com 1-866-925-4377
- IF** IMPACT FLOORING — COORDINATE WITH TOY PROVIDER. REFER TO McDONALD'S PROJECT MANUAL
- LL** LEVEL LANDING — EXT. DOOR W/ MAX. 2% RUNNING/CROSS SLOPE AWAY FROM BUILDING
- LL** SIZE OF LANDING
- LW** LATE-NIGHT WINDOW (OPTIONAL) BY READYACCESS, MANUAL OPEN/SELF CLOSE. SEE SHEET A3.1 FOR NOTES.
- MS** MOP SINK — SEE DETAIL 8/A6.1 AND PLUMBING DRAWINGS.
- RL** ROOF ACCESS LADDER W/HATCH ABOVE SEE STRUCTURAL FRAMING PLAN FOR LOCATING DIMENSIONS

SYMBOL LEGEND

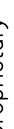
- A** PARTITION TYPE TAG SEE 2/A1.0
- 7** DOOR TAG — SEE DOOR SCHEDULE ON A6.0
- X** KEY NOTE

GENERAL NOTES

- EXTERIOR DIMENSIONS ARE TO COLUMN REFERENCE LINES AND EXTERIOR FACE OF MASONRY UNLESS OTHERWISE NOTED. INTERIOR DIMENSIONS ARE TO FACE OF INTERIOR WALL BOARD
- SEE 4/A5.0 FOR EXTERIOR WALL ASSEMBLY TYPES, SEE 2/A1.0 FOR INTERIOR PARTITION TYPES. INTERIOR PARTITIONS ARE TYPE 'A' UNLESS NOTED OTHERWISE.
- SEE EXTERIOR ELEVATIONS FOR WINDOW TYPES
- SEE SHEET A6.0 FOR DOOR AND ROOM FINISH SCHEDULES
- SEE SITE PLAN FOR SIDEWALKS, RAMPS, ETC.
- GC TO PROVIDE ADA SIGNAGE PACKAGE AND INSTALL SIGNS AT LOCATIONS AND POSITIONS INDICATED IN PACKAGE OR AS REQUIRED BY LOCAL CODES. SIGNAGE PACKAGE SUPPLIED BY: FRANKE/S2K 1-800-423-5247 www.frankeusupply.com email: fs-frankesupply.us@franke.com
- MAXIMUM OCCUPANCY SIGN TO BE POSTED PER LOCAL CODE. SIGN FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
- ALL HANDSINK LOCATIONS SHALL HAVE CEMENT BOARD BACKING 48" IN HEIGHT A.F.F.
- GC TO COORDINATE ALL REQUIRED BLOCKING FOR WALL HUNG EQUIPMENT, SHELVES, ETC. FOR PROPER INSTALLATION HEIGHTS.
- KNOX BOX TO BE INSTALLED PER LOCAL CODE AS REQUIRED. MODEL AND LOCATION TO BE COORDINATED WITH FIRE MARSHALL.

DRAWN BY B.ABDALLA		STD 2024 04		DATE 2024 04		REVIEWED BY M.PELINI		DATE ISSUED 02/06/2024		C.S.G. PROJECT # MCD.38131	
TITLE 2024 STANDARD BUILDING — BB20		DESCRIPTION 4584 WOOD/WOOD		WOOD BEARING WALLS W/HARDIE BOARD EXTERIOR FINISH		WOOD TRUSS ROOF FRAMING		ELF.S/BATTEN/LAP SIDING/STONE EXTERIOR FINISH		SITE ADDRESS NSN-41246	
SHEET NO. A1.1		FLOOR PLAN		043-0330-016		A		03/28/25		REVISION 07/30/24	
PREPARED BY CORE STATES GROUP		135 Water Street Norwalk, CT 06850 corestates.com		PREPARED FOR McDonald's USA, LLC		© 2024 McDonald's Corporation		These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared by McDonald's USA, LLC and shall not be used in any other project without the written authorization of McDonald's USA, LLC. Use of these drawings for reference or example on another project requires the approval of McDonald's USA, LLC. The contract documents for reuse on another project is not authorized.		REVISION 07/30/24	
A		03/28/25		EXTERIOR UPDATES/ADD PLAYPLACE		REVISION 07/30/24		REDRAW AS 4584 PHOTO WITH 2024 UPDATES		BY	
										DESCRIPTION	


$$\overline{3/16'' = 1'-0''}$$

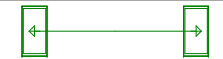
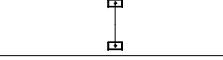
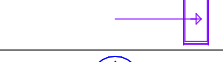
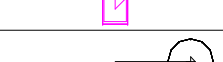
SHEET NO.	TITLE	DRAWN BY J.VRCHOTA	STD ISSUE DATE	REVIEWED BY M.PELINI	DATE ISSUED 02/06/2024	DESCRIPTION WOOD BEARING WALLS W/HARDBOARD EXTERIOR FINISH WOOD TRUSS ROOF FRAMING E.I.F.S./BATTEN/LAF SIDING/STONE EXTERIOR FINISH	C.S.G. PROJECT # NSN-41246	SITE ADDRESS 4245 PONY EXPRESS PKWY, EAGLE MOUNTAIN, UT	L/C: 043-0330	043-0330.01.0	PREPARED FOR:  McDonald's USA, LLC © 2025 McDonald's Corporation	PREPARED BY:  CORE STATES GROUP 133 Wacker Street Chicago, Illinois 60601 Tel: 312.460.1000 Fax: 312.460.1050 www.core-states.com	REVISION REV	DATE	REISSUE 07/30/24	PHOTO WITH 4584	REDRAW	BY

NOTES:

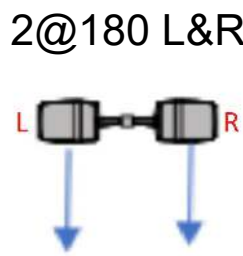
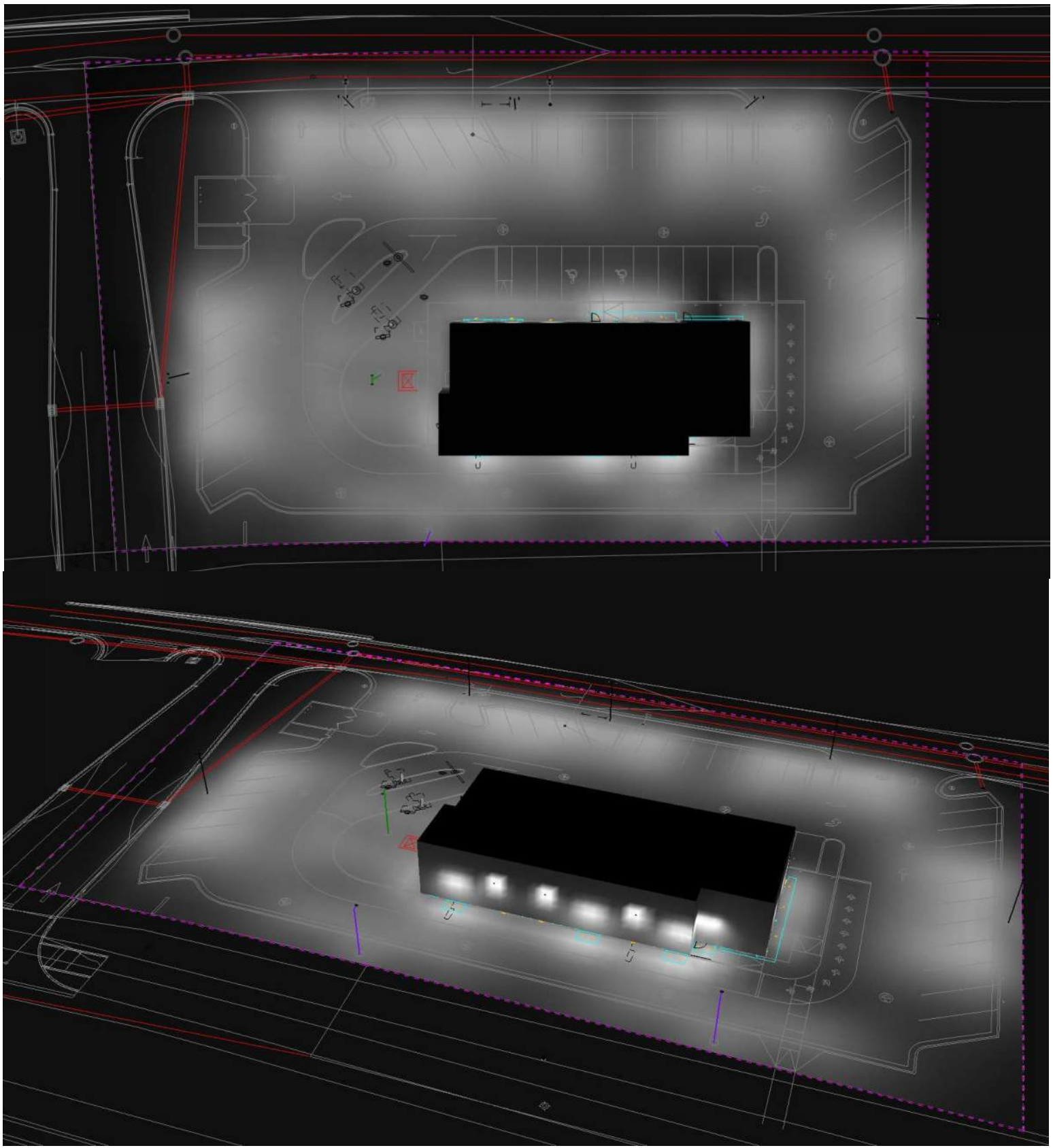
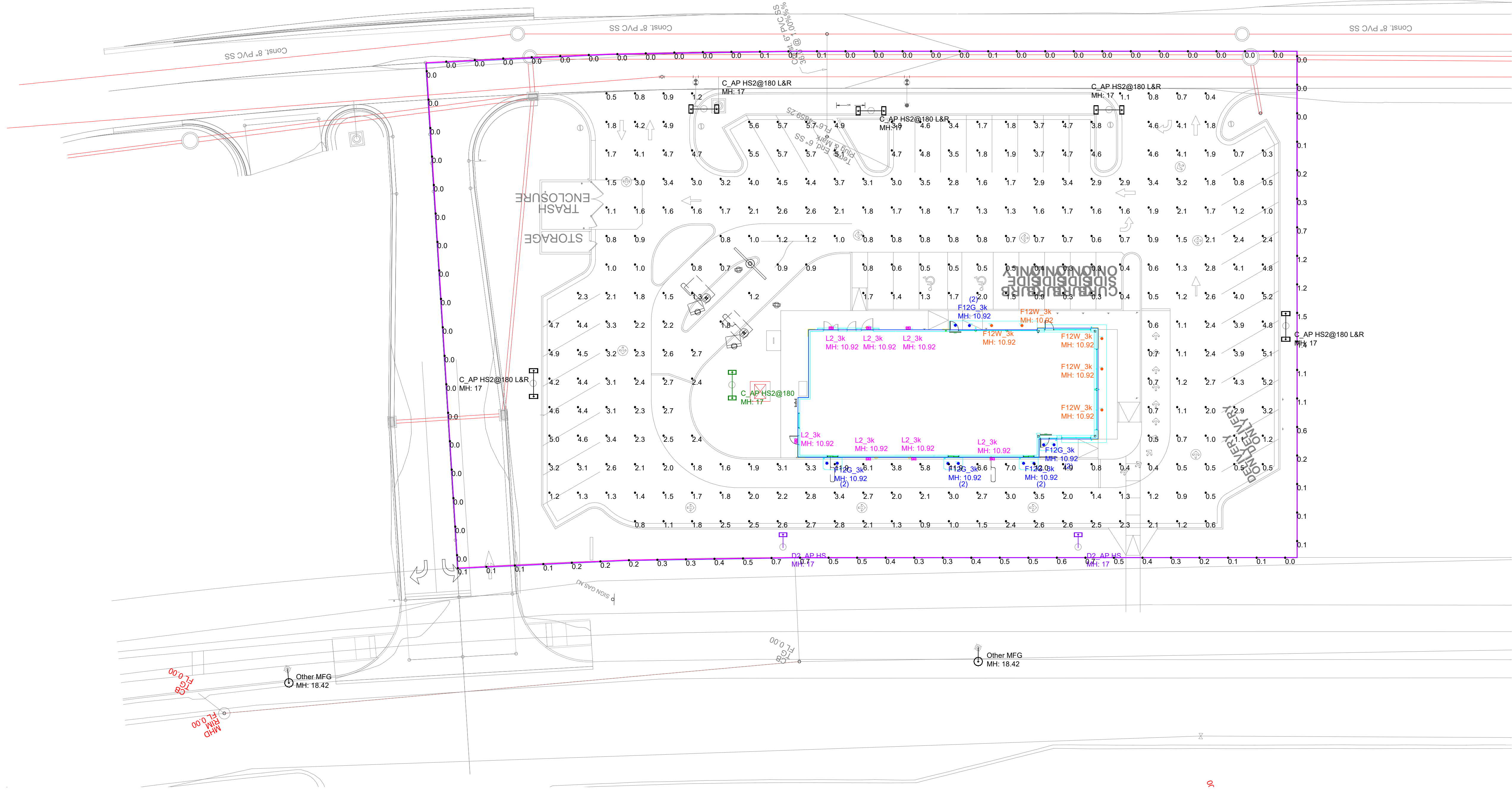
1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.

2. DISTANCE BETWEEN READINGS _____ 10'

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PAVED SURFACE READINGS	Illuminance	Fc	2.40	12.0	0.3	8.00	40.00
PROPERTY LINE READINGS	Illuminance	Fc	0.21	1.5	0.0	N.A.	N.A.

Luminaire Schedule											
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type	Arr. Lum. Lumens	Total Lumens
	1	C_AP HS2@180	Back-Back	0.850	VP-1-160L-50-AP-4W-BTS-40F-HSS-90-B	52	1.214	17	SES-14-40-1-TA-GL-xx (4")	13268	13268
	5	C_AP HS2@180 L&R	2@180 L&R	0.850	VP-1-160L-50-AP-4W-BTS-40F-HSS-90-B	52	1.214	17	SES-14-40-1-TA-GL-xx (4")	13268	9174
	2	D2_AP HS	Single	0.850	VP-1-160L-35-AP-2-BTS-40F-HSS-90-B	35	0.607	17	SES-14-40-1-TA-GL-xx (4")	4587	66340
	10	F12G_3k	SINGLE	0.850	LB6-10LDM-30K9GD	11.9	n/a	10.92	on bldg	1296	12960
	5	F12W_3k	SINGLE	0.850	LB6-10LDM-30K9WH	11.9	n/a	10.92	on bldg	1296	12520
	7	L2_3k	SINGLE	0.850	RWSC-36L-3K-DO-U-PS	14.4	n/a	10.92	on bldg	1565	6260
	2	Other MFG	Single	1.000	MPL3 P30S 40K XXXXX SG3 Contritubion only	91.87	n/a	street	street	13685	street

TOTAL SITE LUMENS: 120,522



Pole Fixtures Are Full Cutoff
Tilt=0
Calculation Grids Are At Grade
Pole Light Mounting Height=17ft
(14' Pole + 3' Base)

Near Observatory
Ordinance:
shield, full cutoff, 17ft mtg ht pole max
LPS - not available, using LED "AP"
AMBER CCT/CRI & 3000K on building
Minimize spill
Motion sensing
<100,000 lumens per acre (site is 1.22 acre)
include building lights

CITY COMMENTS:
wants adjacent street lighting by
other mfg as contribution

PROJECT WIND LOAD CRITERIA BASED ON:
ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH)
50 YEAR MEAN RECURRENCE INTERVAL
ALLOWED EPA 20.4 @ WIND LOAD 90 MPH

Regional Drawing
43-0330

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS TO SECURITY LIGHTING SYSTEMS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.

2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.

3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

4. THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.



UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES	
SCALE	1"=20' 0"
DRAWN BY	DSJ
POINT-BY-POINT FOOTCANDLE PLOT FOR MCDONALDS 4245 Pony Express Parkway Eagle Mountain, UT 84005	
NATIONAL STORE NUMBER	40435
DATE	3/13/2025
DRAWING NUMBER	A242574C.AGI

THIS DRAWING MEETS OR EXCEEDS MCDONALDS CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4 FOOTCANDLE AVERAGE, UNLESS SUPERSEDED BY OTHER REQUIREMENTS.

VIPER Area/Site

VIPER LUMINAIRE

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped



CONTROL TECHNOLOGY



SERVICE PROGRAMS



SPECIFICATIONS

CONSTRUCTION

- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater than 20ft, a vibration damper is recommended

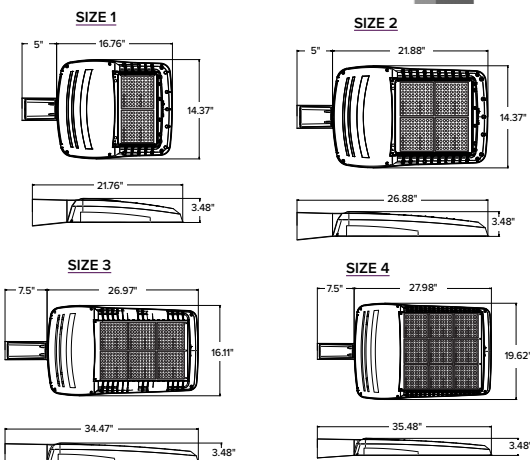
ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V Dimming Drivers are standard.
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

MICROSTRIKE | STRIKE OPTICS



	EPA				Config
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to <http://www.designlights.org> for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to <https://www.currentlighting.com/resources/america-solutions>).
- FCC CFR Title 47 Part 15, Class A

WARRANTY

- 5 year warranty



SLED

HIGH EFFICIENCY LINEAR FACADE FIXTURE

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

FEATURES

- The SLED Linear LED Lighting System offers a discrete and minimalist design to maximize the lighting effect for marketing your building as your brand while keeping energy usage and maintenance to a minimum.
- Thanks to its intuitive “plug and play” mounting design with integral driver system, installation is quick and simple and only requires that power be brought to one fixture in each continuous row.
- The unique fixture design and the long life Mid-Power LED source minimizes maintenance to only an occasional cleaning of outer lens surfaces.
- This successful system is truly a “set it and forget it” solution that is only offered from Security Lighting



SPECIFICATIONS

CONSTRUCTION

- Powder-coated mounting brackets that conceal power cables
- Fixture to fixture connections are made external to the fixture

OPTICS

- 5000K color temp standard
- Tempered glass lens
- Down only full cut off

INSTALLATION

- Each order ships with a formed drilling template for accurate and quick installation
- All subsequent fixtures quickly plug together in series
- Fixtures are not opened during the installation process
- Complete instructions for fixture installation posted on website [here](#)

ELECTRICAL

- Fully integrated driver for completely self-contained lighting system
- Power feed required only at beginning of each continuous row or stand alone fixture

WARRANTY

- 5 year warranty

ORDERING GUIDE

Example: S-LED-XX-DO-U-XX-XX

CATALOG #

S	LED	HE		DO	U		
Series	Source	Type	Size	Distribution	Voltage	Finish	Options
S Linear Facade Fixture	LED Mid-Powered	HE High Efficiency	48 4-foot 36 3-foot 24 2-foot	DO Downlight Only (8.5 Watts per foot)	U Universal 120 to 277 Volt	PS Platinum Silver DB Dark Bronze WH White BK Black IO Iron Ore RL RAL Color ^{12,4}	3K 3000K color temp ⁵ 4K 4000K color temp ⁵ GL Glass Lens PC Polycarbonate Lens

Notes:

- 1 Must Provide RAL color number and powder coat manufacture name at time of quote request
- 2 Color paint chip would need to be provided at time of quote request
- 3 Must only use factory supplied whip kit to maintain water tight integrity and product warranty
- 4 Made to order, 4 to 8 week lead time
- 5 5000K color temperature standard
Optional 3000K and 4000K color temp, built to order

Accessories (Order Separately)

- ☐ 93097206 SLED - LED Whip Kit/ power feed assembly.
One required per stand alone fixture or linear run for use with SLED HE ³

KEY DATA	
Lumens	834 / 1211
Wattage	30
Efficacy (LPW)	83.6 / 82.9
Reported Life (Hours)	L70 >120,000
Input Current Range (Amps)	.036 - 0.12



SL-8542-5CCT

6" LED Ultra- Thin Downlight

A versatile LED down light solution with edge-lit technology and an off-board driver allow for an ultra slim profile and flexible mounting options. Installation is a snap with the plenum-rated driver box and linkable connector cable – there is no need for a j-box or recessed housing when used for retrofit. The simple spring-loaded retention tabs securely hold each downlight snug to the ceiling.

Technical data:

Construction

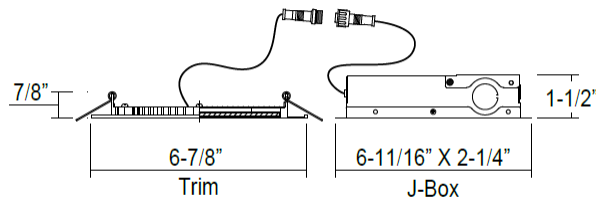
- Ultra-thin profile
- Durable aluminum construction
- Frosted acrylic lens diffuses glare and maximizes output

Electrical

- 120V-60Hz, AC
- Dimmable TRIAC or ELV, 10-100%
- 50,000 hour projected life
- 120° Beam Angle
- Nominal 12.5W | 1055 lumens (delivered)
- 90 CRI | 5CCT Selectable: 27K, 3K, 35K, 4K, 5K

Installation

- Spring-loaded retention tabs hold downlight snug to ceiling surface, off-board driver/ junction box, poke-in connectors, and linkable connector cable
- IC Rated for direct contact with batt type fiberglass insulation



IC
RATED



LED Light
Source



Other
Components

Ordering Information Ordering Example: SL8542-WH-905CCT

SL	8542	WH	90	5CCT
Family	Series	Finish	CRI	CCT
SL Security Lighting	8542 6" Ultra Thin Downlight	WH White GD Gold UG Umbra Grey	90 90 CRI	5CCT 27K,30K,35K,4K,5K



RWSC

LED RADIUS WALL SCONCE

FEATURES

- Durable cast aluminum housing
- Integrated design eliminates high angle brightness
- Completely sealed, flat tempered glass lenses
- UL listed for use in wet locations
- DLC, Downlight only, full cut-off



SPECIFICATIONS

APPLICATION

- The RWSC LED radius wall sconce series offers a combination of light distributions that wash the building facade while the radial soft form housing accentuates building architectural design elements in all commercial and residential applications.
- The RWSC LED provides excellent illumination with a high efficiency LED light source of 72 or 36 mid power LEDs that deliver up to 2,400 lumens and up to 109 lumens per watt
- The RWSC LED fixture has become a building standard and is stocked as a quick ship item in many colors and distributions

CONSTRUCTION

- Durable cast aluminum housing
- Completely sealed

OPTICS

- Integrated design eliminates high angle brightness
- Flat Tempered glass lens
- Downlight only, full cut off
- Optional Dimming (consult factory)

INSTALLATION

- Intelligent Mounting Bracket allows easy, single person installation
- User friendly mounting bracket features integrated bubble ensuring perfect installation

ELECTRICAL

- Fully integrated driver for completely self-contained lighting system
- Power feed required only at beginning of each continuous row or stand alone fixture

CERTIFICATIONS

- UL listed for use in wet locations
- DLC® (DesignLights Consortium) Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information



DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

KEY DATA	
Lumens	834 / 1211
Wattage	30
Efficacy (LPW)	83.6 / 82.9
Reported Life (Hours)	L70 >120,000
Input Current Range (Amps)	.036 - 0.12



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2024 Municipal Wastewater Planning Program Annual Report
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	Eagle Mountain City

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

PUBLIC HEARING

No

PREPARED BY

Mack Straw, Public Utilities
Manager

PRESENTED BY

Mack Straw

RECOMMENDATION:

Staff recommends that the City Council Adopt a Resolution of Eagle Mountain City, Utah Approving the 2024 Municipal Wastewater Planning Program.

BACKGROUND:

The Municipal Wastewater Planning Program (MWPP) uses an annual survey to assist Eagle Mountain City in evaluating the collection system and treatment plant. The survey assesses and summarizes the technical, operational, and financial conditions of these facilities.

The Municipal Wastewater Planning Program (MWPP) uses an annual survey to assist Eagle Mountain City in evaluating the collection system and treatment plant. The purpose of MWPP is to help communities understand these business operations better and to help identify and resolve potential problem areas before they become serious and costly.

At the beginning of each year, the Division of Water Quality distributes the MWPP survey to over 200 municipalities and districts. These utilities compile the necessary financial, operations, performance, and compliance information requested from the previous year and report their completed surveys to their governing council or board and to the Division.

The Division uses the results from the MWPP in its permitting and assistance programs, including:

- Utah Sewer Management Program Annual Report
- Utah Wastewater Operator Certification Program
- Wastewater Financial Assistance Program
- Water Quality Board Financial Sustainability Assessments
- Financial Needs Report to EPA and Congress

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. 2024 MWPP Survey

RESOLUTION NO. R-____-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE 2024 MUNICIPAL WASTEWATER
PLANNING PROGRAM ANNUAL REPORT**

PREAMBLE

WHEREAS, Utah Administrative Code requires political subdivisions that receive assistance for a wastewater project to participate annually in the Municipal Wastewater Planning Program; and

WHEREAS, Eagle Mountain City desires to approve the 2024 Municipal Wastewater Planning Program Annual Report, as prepared in Exhibit A.

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

1. The 2024 Municipal Wastewater Planning Program Annual Report, as attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall be effective upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

2025 MWPP Survey Questions

This document is provided to assist in gathering the appropriate responses for the survey.

The following questions are populated into a spreadsheet. Each question is numbered by the letter of the column that it falls in. If it so happens that you need to change a response to a question after submitting the form call Harry Campbell at 385-501-9583, identify your facility, report the question label (B, C, D, etc. in front of the question), and provide the correct response.

B. Email bkinder@eaglemountain.gov (email of facility contact)

Section 1. General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page

C. What is the name of the Facility? [Eagle Mountain City](#)

D. What is the name of the person responsible for this organization? [Benjamin Reeves](#)

E. What is the title of the person responsible for this organization? [City Manager](#)

F. What is the email Address for the person responsible for this organization?

breeves@eaglemountain.gov

G. What is the phone number for the person responsible for this organization? [8017896603](#)

H. Please identify the Facility Location? Please provide either Longitude and Latitude, address, or a written description of the location (with area or point). [2515 North Pony Express Parkway, Eagle Mountain, UT 84005](#)

Federal Facility Section

I. Are you a federal facility? A federal facility is a military base, a national park, a facility associated with the forest service, etc. Yes **No**

"If Yes" go to the next section

"If No" go to the Financial Section

Federal Facility

J. As a federal facility do you have a wastewater collection system? Yes No

"If Yes" go to Collection System

"If No" go to Wastewater Treatment Options

Financial Evaluation Section

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

K. This section is completed by: Kimberly Ruesch Finance Director

Part I General Questions - Please answer the following questions regarding GENERAL QUESTIONS.

L. Are sewer revenues maintained in a dedicated purpose enterprise/district account? **Yes** No

M. Are you collecting 95% or more of your anticipated sewer revenue? **Yes** No

N. Are Debt Service Reserve Fund requirements being met? **Yes** No

O. Where are sewer revenues maintained? General Fund Combined Utilities Fund **Other**

P. What was the average MONTHLY User Charge for 2024? 57.33

Q. Do you have a water and/or sewer customer assistance program (CAP)? **Yes** No

R. Are property taxes or other assessments applied to the sewer systems? Yes **No**

S. What is the yearly amount of revenue that you receive from these taxes = N/A

T. Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time? **Yes** No

U. Are projected sewer revenues sufficient to cover operation, maintenance, and repair (OM&R) costs for the next five years? **Yes** No

V. Does the sewer system have sufficient staff to provide proper OM&R? **Yes** No

W. Has a repair and replacement sinking fund been established for the sewer system? Yes **No**

X. Is the repair & replacement sinking fund sufficient to meet anticipated needs? Yes No

Y. Are sewer revenues sufficient to cover all costs of current capital improvements projects? **Yes** No

Z. Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects? Yes **No**

AA. Are projected Capital Improvements Reserve Funds sufficient for the next five years? Yes **No**

AB. Are projected Capital Improvements Reserve Funds sufficient for the next ten years? Yes **No**

AC. Are projected Capital Improvements Reserve Funds sufficient for the next twenty years? Yes **No**

AD. Have you completed a rate study within the last five years? **Yes** No

AE. Do you charge Impact fees? **Yes** No

AF. If you charged Impact Fees, how much were they? (if not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year) = 4,665 Per ERU

AG. Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years? Yes No

AH. Do you maintain a Plan of Operations? Yes No

AI. Have you updated your Capital Facility Plan within the last five years? Yes No

AJ. In what year was the Capital Facility Plan last updated? 2024

AK. Do you use an Asset Management system for your sewer systems? Yes No

AL. Do you know the total replacement cost of your sewer system capital assets? Yes No

AM. Replacement Cost = Unknown

AN. Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost? Yes No

AO. What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost? Unknown

AP. Describe the Asset Management System. Check all that apply

- ☐ Spreadsheet
- ☐ GIS
- ☐ Accounting Software
- ☐ Specialized Software

AQ. What is the 2024 Capital Assets Cumulative Depreciation for your facility? 22,294,856

AR. What is the 2024 Capital Assets Book Value? Book Value = total cost - accumulated depreciation
64,536,312

AS. Cost of projected capital improvements - Please enter a valid numerical value. - 2024? 2,000,000

AT. Cost of projected capital improvements - Please enter a valid numerical value. - 2025 through 2029?
131,642,586 (This is from plan It CIP 5 year plan)

AU. Cost of projected capital improvements - Please enter a valid numerical value. - 2030 through 2034?
Unknown

AV. Cost of projected capital improvements - Please enter a valid numerical value. - 2035 through 2039?
Unknown

AW. Cost of projected capital improvements - Please enter a valid numerical value. - 2040 through 2044?
Unknown

AX. Purpose of Capital Improvements - 2024? Check all that apply.

- ☐ Replace/Restore

- ☐ New Technology
- ☐ Increased Capacity

AY. Purpose of projected Capital Improvements - 2025 through 2029? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

AZ. Purpose of projected Capital Improvements - 2030 through 2034 Check all that apply.?

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

BA. Purpose of projected Capital Improvements - 2035 through 2039? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

BB. Purpose of projected Capital Improvements from 2040 through 2044? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

BC. To the best of my knowledge, the Financial Evaluation section is completed and accurate. **True**
False

BD. Do you have a collection system? **Yes** No

"If Yes" go to the Collection Section

"If No" go to Wastewater Treatment Options

Collection System – Including piping and lift stations.

BE. This form is completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). **Mack Straw, Brody Kinder**

Part I: SYSTEM DESCRIPTION - Please answer the following questions regarding SYSTEM DESCRIPTION.

BF. What is the largest diameter pipe in the collection system? - Please enter the diameter in inches.
42

BG. What is the average depth of the collection system? - Please enter the depth in feet. **10**

BH. What is the total length of sewer pipe in the collection system? - Please enter the length in miles.
191

BI. How many lift/pump stations are there in the collection system? 10

BJ. What is the largest capacity lift/pump station in the collection system? - Please enter the design capacity in gpm. 2000 GPM @ 40 FT of Head

BK. Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more? Yes No

BL. What year was your collection system first constructed (approximately)? 1998

BM. In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? If more than one, cite the oldest. 2020

Part II: DISCHARGES - Please answer the following questions regarding DISCHARGES.

BN. How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt? 0

BO. How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)? 3

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- a) affects more than five private structures;
- b) affects one or more public, commercial or industrial structure(s);
- c) may result in a public health risk to the general public;
- d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

BP. How many Class 1 SSOs were there in Calendar year 2024? 0

BQ. How many Class 2 SSOs were there in Calendar year 2024? 3

BR. Please indicate what caused the SSO(s) in the previous question. All SSO's were caused by a mechanical failure in a private lift station.

BS. Please specify whether the SSOs were caused by contract or tributary community, etc. Yes

Part III: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

BT. Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more? Yes No

BU. Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more? Yes No

BV. What is the number of new commercial/industrial connections in 2024? 6

BW. What is the number of new residential sewer connections added in 2024? 1313

BX. How many equivalent residential connections are served? 16027

Part IV: OPERATOR CERTIFICATION - Please answer the following questions regarding OPERATOR CERTIFICATION.

BY. How many collection system operators do you employ? 3.5

BZ. What is the approximate population served? 62754

CA. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email. Grades: Grade I, Grade II, Grade III, and Grade IV.

Mack Straw, Grade IV, mstraw@eaglemountain.gov,

Brody Kinder, Grade IV, bkinder@eaglemountain.gov

CB. Please list all other Collection System operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV.

Collections DRC Operator:

Dallan Harris, Grade IV

CC. Please list all other Collection System operators by name and certification grade. Please separate names and certification grades for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV.

Collections Operators:

Jason Carter, No Grade,

Corey Christensen, No Grade,

CD. Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?
Yes No

Part V: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

CE. Have you implemented a preventative maintenance program for your collection system? Yes No

CF. Have you updated the collection system operations and maintenance manual within the past 5 years? Yes No

CG. Do you have a written emergency response plan for sewer systems? Yes No

CH. Do you have a written safety plan for sewer systems? Yes No

CI. Is the entire collections system TV inspected at least every 5 years? Yes No

CJ. Is at least 85% of the collections system mapped in GIS? Yes No

Part VI: SSMP EVALUATION - Please answer the following questions regarding SSMP EVALUATION.

CK. Have you completed a Sewer System Management Plan (SSMP)? Yes No

CL. Has the SSMP been adopted by the permittee's governing body at a public meeting? Yes No

CM. Has the completed SSMP been public noticed?

Yes No

If "yes" then the question below.

CN. Date of Public Notice? 04/18/2023

If "no" then the question below.

CO. When will the SSMP be public noticed? _____

CP. During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan? Yes No

CQ. What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)? N/A

CR. During 2024, was any part of the SSMP audited as part of the five-year audit? Yes No

CS. If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit? N/A

CT. Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan? Yes No

HW. Does the collection system have more than 2,000 connections? Yes No

HX. Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system? Yes No

Part VII: NARRATIVE EVALUATION - Please answer the following questions regarding NARRATIVE EVALUATION.

CU. Describe the physical condition of the sewerage system: (lift stations, etc. included) The system is in good operation. All but one lift stations are working at peak Performance. We are currently in construction to replace this lift station with a new pumping system. We also have 4 lift stations currently run by private companies (HOA)

CV. What sewerage system capital improvements does the utility need to implement in the next 10 years? Sections of our concrete outfall line will need CIPP in the near future.

CW. What sewerage system problems, other than plugging, have you had over the last year? Mechanical failure at two different private lift stations.

CX. Is your utility currently preparing or updating its capital facilities plan? **Yes** No

CY. Does the municipality/district pay for the continuing education expenses of operators?

☐ **100%**

☐ Partially

☐ Does not pay

CZ. Is there a written policy regarding continued education and training for wastewater operators? **Yes**
No

DA. Do you have any additional comments? **No**

DB. To the best of my knowledge, the Collections System section is completed and accurate. **True**
False

Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

DC. What kind of wastewater treatment do you have in your wastewater treatment system?

☐ **Mechanical Plant**

☐ Discharging Lagoon

☐ Non-Discharging Lagoon

☐ No Treatment of Wastewater

Mechanical Plant

Part I: Influent Information. Please answer the following questions regarding INFLUENT INFORMATION.

DD. Form completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). **Brody Kinder**

DE. What is the design basis or rated capacity for average daily flow in MGD? **2.4**

DF. What is the design basis or rated capacity for average daily BOD loading in lb/day?

7,405

DG. What is the design basis or rated capacity for average daily TSS loading in lb/day?

4,203

DH. What was the 2024 average daily flow in MGD? **1.4**

DI. What was the 2024 average daily loading for BOD in lb/day? **4,033**

DJ. What was the 2024 average daily loading for TSS in lb/day? **4,255**

DK. What is the percent of capacity used by the 2024 average daily flow? **58.5%**

DL. What is the percent of capacity used by the 2024 average daily BOD load? 54.5%

DM. What is the percent of capacity used by the 2024 average daily TSS? 101.2%

Part II: EFFLUENT INFORMATION - Please answer the following questions regarding EFFLUENT INFORMATION.

DN. How many Notices of Violations (NOVs) did you receive for this facility in 2024? None

DO. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? None

Part III: FACILITY AGE - Please answer the following questions regarding FACILITY AGE.

DP. In what year was your HEADWORKS evaluated? 2023

DQ. In what year was your HEADWORKS most recently constructed, upgraded, or renewed? 2023

DR. What is the age of your HEADWORKS? 1 year

DS. In what year was your PRIMARY TREATMENT evaluated? N/A

DT. In what year was your PRIMARY TREATMENT constructed, upgraded or renewed? N/A

DU. What is the age of your PRIMARY TREATMENT? N/A

DV. In what year was your SECONDARY TREATMENT evaluated? 2021

DW. In what year was your SECONDARY TREATMENT constructed, upgraded or renewed? 2022

DX. What is the age of your SECONDARY TREATMENT? 3 years

DY. In what year was your TERTIARY TREATMENT evaluated? N/A

DZ. In what year was your TERTIARY TREATMENT constructed, upgraded or renewed? N/A

EA. What is the age of your TERTIARY TREATMENT? N/A

EB. In what year was your DISINFECTION evaluated? 2023

EC. In what year was your DISINFECTION constructed, upgraded or renewed? 2022

ED. What is the age of your DISINFECTION? 3 years

EE. In what year was your SOLIDS HANDLING evaluated? 2023

EF. In what year was your SOLIDS HANDLING constructed, upgraded or renewed? 2023

EG. What is the age of your SOLIDS HANDLING? 3 years

EH. In what year was your LAND APPLICATION/DISPOSAL evaluated? N/A

EI. In what year was your LAND APPLICATION/DISPOSAL constructed, upgraded or renewed? N/A

EJ. What is the age of your LAND APPLICATION/DISPOSAL? N/A

Part IV: DISCHARGES - Please answer the following questions regarding DISCHARGES.

EK. How many days in the last year was there a bypass or overflow of wastewater at the facility due to equipment failure? **None**

Part V: BIOSOLIDS HANDLING - Please answer the following questions regarding BIOSOLIDS HANDLING.

EL. Biosolids disposal (check all that apply)

- ☒ Landfill
- ☐ Land Application
- ☐ Give Away/Other Distribution

Part VI: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

EM. Number of new commercial/industrial connections in the last year? **4**

EN. Number of new residential sewer connections added in the last year? **877**

EO. Equivalent residential connections served? **8153.5**

Part VII: OPERATOR CERTIFICATION

EP. How many treatment system operators do you employ? **5.5**

EQ. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Treatment System by: First and Last Name, Grade, and email.

Grades: Grade I, Grade II, Grade III, and Grade IV.

Brody Kinder, Grade IV, bkinder@eaglemountain.gov

ER. Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV.

Jacob Hansen, Grade IV,

Matthew Banks, Grade IV

ES. Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV.

Matthew Powell, Grade I,

Daven Cooke, No Cert,

Fred Garbett, No Cert

ET Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? **Yes** No

Part VIII: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

EU. Have you implemented a written preventative maintenance program for your treatment system?

☒ Yes ☐ No

EV. Have you updated the treatment system operations and maintenance manual within the past 5 years? ☒ Yes ☐ No

EW. Please identify (below) the types of treatment equipment and processes installed at your facility.

Indicate as many as you need.

- ☒ Screens
- ☒ Grit Removal
- ☐ Primary Clarifier
- ☐ Imhoff Tanks
- ☐ Fixed Film Reactor
- ☒ Activated Sludge
- ☐ Aerobic Suspended Growth Variations
- ☐ Anaerobic Suspended Growth Variations
- ☐ Physical-Chemical Systems for Organic Removal w/o Secondary Treatment
- ☐ Physical-Chemical Systems for Organic Removal Following Secondary Treatment
- ☐ Membrane Filtration
- ☒ Suspended-Growth Nitrification and Denitrification
- ☐ Air Stripping
- ☐ Phosphorus Removal - Chemical
- ☐ Phosphorus Removal - Biological
- ☐ Ion Exchange
- ☐ Reverse Osmosis
- ☐ Media Filtration
- ☐ Dissolved Air Flotation
- ☐ Micro Screens
- ☒ Chlorine Disinfection
- ☐ UV Disinfection
- ☒ Effluent Use/Reuse

EX. To the best of my knowledge, the Mechanical Plant section is completed and accurate. ☒ True ☐ False

Adopt & Sign

HS. I have reviewed this report and to the best of my knowledge the information provided in this report is correct. ☒ True ☐ False

HT. Has this been adopted by the City Council or District Board? Yes ☒ No

"If No"

HU. What date will it be presented to the City Council or District Board? 4/15/2025

“If Yes”

HV. What date was this adopted by City Council or District Board? _____

END of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section.
Thank you for your participation.

Also, if you want a copy of your response to this survey you must click the button immediately below and you must do it before you submit the survey.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Expressing an Intent to Work in Partnership with the West Traverse Sentinel Landscape (WTSL) Committee for the Relocation of the Eagle Mountain City Rodeo Grounds within the Army Compatible Use Buffer (ACUB) Area Surrounding Camp Williams.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Initially no impact other than staff time. Eventually, there will be a need for design funding, and then eventually more for construction/relocation.
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Agriculture or unannexed / unincorporated areas within the ACUB	TBD

PUBLIC HEARING

No

PREPARED BY

Ben Reeves, City Manager

PRESENTED BY

Ben Reeves

RECOMMENDATION:

Staff recommends that the City Council pass a non-binding resolution expressing an intent to work in partnership with the West Traverse Sentinel Landscape Committee for the relocation of the Eagle Mountain City Rodeo Grounds within the Army Compatible Use Buffer (ACUB) Area surrounding Camp Williams.

BACKGROUND:

Councilmember Wright notified Ben Reeves about the existence of the WTSL and the ACUB areas at the north and west of Eagle Mountain City, both within and outside the City's existing municipal boundaries. He shared the benefits of enhancing the City's relationship with WTSL for the potential construction/relocation of the EMC Rodeo Grounds and other low-impact compatible public recreational amenities. He asked how the City might be able to capitalize and enhance its relationship with the WTSL Representative and begin planning towards this end. Lastly, Councilmember Wright indicated that WTSL would need to have some level of assurance that EMC is in support of this type of planning endeavor.

City Manager Ben Reeves suggested the City Council pass a non-binding resolution of intent which would provide the opportunity for the full body of the Council to discuss this matter in an open public meeting while also providing the opportunity for the Council to publicly express its intent.

ITEMS FOR CONSIDERATION:

The City Council should consider the benefits and drawbacks of working with WTSL to develop recreational amenities within the ACUB area.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution

RESOLUTION NO. R-____-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, EXPRESSING AN INTENT TO WORK IN PARTNERSHIP WITH THE WEST TRAVERSE SENTINEL LANDSCAPE COMMITTEE FOR THE RELOCATION OF THE EAGLE MOUNTAIN CITY RODEO GROUNDS WITHIN THE ARMY COMPATIBLE USE BUFFER (ACUB) AREA SURROUNDING CAMP WILLIAMS

PREAMBLE

WHEREAS, Eagle Mountain City (the “City”) is a political subdivision of the State of Utah, and the Council of Eagle Mountain City (the “Council”) is a public entity with the authority to make resolutions with respect to the City; and

WHEREAS, the West Traverse Sentinel Landscape (the “WTSL”) Act (Utah Code Chapter § 39A-8) formed the WTSL Committee to protect critical lands adjacent to Camp Williams with a mission to establish mutual goals and trusted relationship with surrounding communities that prudently balance the military training needs of Camp Williams with conservation and compatible economic interests within the designated sentinel land scape area; and

WHEREAS, The WTSL stated Goals are to:

- ***Protect** the training mission at Camp Williams in perpetuity,*
- ***Partner** with local communities to create partnerships, reliance, and compatibility,*
- ***Enhance** quality of life initiatives in newly created open space,*
- ***Be proactive** in protecting wildlife migration corridors and habitat; and*

WHEREAS, The City desires to work in partnership with the WTSL to plan for the eventual relocation of the City’s Rodeo Grounds, and plan for other compatible public recreation and quality of life initiatives, to be constructed within the Army Compatible Use Buffer (ACUB) areas surrounding Camp Williams that would support the goals and objectives of the WTSL.

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

1. That the Council hereby expresses its intent and desire to work in partnership with the WTSL to plan for the eventual relocation of the City's Rodeo Grounds, and plan for other compatible public recreation and quality of life initiatives within the ACUB; and
2. Invites the WTSL to work in partnership with the City to designate and approve a site or sites within the ACUB for these compatible uses, all in accordance with Utah Code Annotated § 39A-8-104 et. Seq.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

Those Voting Yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those Voting No:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those Excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those Abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Fee Reduction Request of Brett Simpson for a Master Development Plan Amendment Application from \$3,350 to \$1,350.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Loss of \$2,000 in Application Fees
APPLICANT:	Brett Simpson

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

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Staff recommends that the City Council consider and decide an action on a Resolution of Eagle Mountain City, Utah, Approving the Fee Reduction Request of Brett Simpson for a Master Development Plan Amendment Application from \$3,350 to \$1,350.

BACKGROUND:

Brett Simpson is requesting a fee reduction for a Master Development Plan (MDP) amendment application, to go from \$3,350 to \$1,350. Mr. Simpson has stated that the purpose of his MDP amendment request is to seek a rezone, which must be done through an MDP amendment. Because of the limited scope of this amendment, which is really a rezone, the applicant is requesting a fee reduction commensurate with a rezone application.

The applicant wants the Council to consider rezoning 4000 E. Gazelle Run. However, he must submit an MDP amendment application to have it considered. He had already submitted a fee of \$1350 in 2023 to rezone the property. This fee has not been refunded. This property has been tied up in proceedings to update the Porter's Crossing Town Center Master Development Agreement.

ITEMS FOR CONSIDERATION:

- Fee for a Master Plan Amendment application is \$3,350
- Fee for a Rezone application \$1,350

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. MDP Parcel

RESOLUTION NO. R- - 2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A FEE REDUCTION REQUEST FROM BRETT SIMPSON
FOR A MASTER DEVELOPMENT PLAN AMENDMENT APPLICATION
FROM \$3,350 TO \$1,350**

WHEREAS, Eagle Mountain City received a request from Brett Simpson for a Master Development Plan Amendment; and

WHEREAS, the adopted Eagle Mountain City Consolidated Fee Schedule sets the application fee for a Master Development Plan Amendment Application at \$3,350; and

WHEREAS, the applicant submitted a formal request for a fee reduction, citing project-specific circumstances, including size of the project, and financial considerations; and

WHEREAS, the City Council has the discretion to reduce fees under certain conditions when deemed to be in the best interest of the City; and

WHEREAS, the City Council finds that a fee reduction to \$1,350 is reasonable and appropriate in this instance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that the request from Brett Simpson for a fee reduction related to a Master Development Plan Amendment application is hereby approved, and the required application fee shall be reduced from \$3,350 to \$1,350.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April , 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of April, 2025.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder



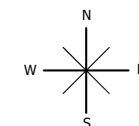
Utah County Parcel Map

Parcel 58:034:0584 (4000 E Gazelle

1 inch equals 94 feet

Date: 4/9/2025

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving Community Development Block Grant (CDBG) Projects for the Fiscal Year 2026
ITEM TYPE:	Resolution
FISCAL IMPACT:	Community Development Block Grants (CDBG) are federally funded and typically do not require direct financial contributions from the City. However, administering these grants involves indirect costs, primarily in the form of staff time dedicated to managing applications, overseeing compliance, and reporting. Additionally, cities must adhere to federal regulations, which may necessitate specific administrative practices or planning efforts. MAG also assists in the process.
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Natalie Winterton, Grants
Coordinator/Management
Analyst
Gina Olsen, City Recorder

PRESENTED BY

Natalie Winterton

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, close the hearing, and then select projects for the CDBG 2025-2026 funding season by Resolution.

BACKGROUND:

Eagle Mountain City has approximately \$241,000 for its 2025-2026 CDBG allocation. However, only \$35,000 of that can be allocated to public service projects. It is recommended that the Council discuss how it would like the CDBG dollars to be allocated.

The recommendations compiled in the staff report came from department heads. Although MAG is helping with the process and paperwork, the project suggestions were in no way swayed by MAG. Entities that did not make application for this year's CDBG funds should not be considered for funding this year.

UPDATE: One of the CDBG funding recommendations previously discussed by the City Council included a \$50,000 allocation for the Senior Center parking lot.

However, during the April 8, 2025 budget work session, the Fleet & Facilities Director indicated that

the parking lot project could be accommodated within the current year's budget, and CDBG funds would not be needed for that purpose.

As a result, the City Council may now reallocate the \$50,000 in available CDBG funding to other eligible projects or priorities.

ITEMS FOR CONSIDERATION:

- The nonprofit applicants have all been serving Eagle Mountain residents for years without any financial contribution from the City.
- The nonprofit applicants will continue serving Eagle Mountain residents regardless of the amount of money the City decides to award them, if any.
- While it would be ideal to award any interested nonprofit organization some sum of money, it is recommended that the Council consider the preferred use of the money, regardless of who provides the service.
- Since funding is no longer needed to pave the Senior parking lot, that money could be added to the Small Business grant program, making that allocation \$150,000.
- If the Council is not interested in spending as much money toward neighborhood cleanup, that money could also be added to the Small Business grant program.
- If the Council is not interested in allocating money toward one of the line items in the public service category, that money could always be allocated to an already listed project, making the budget larger, or it could be replaced entirely.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Summary
3. Memo

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECTS FOR FISCAL YEAR 2026**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the decision-making process and the specific projects to be done with the Community Development Block Grant (CDBG) Funds; and

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

1. The City Council desires to allocate the CDBG funds in the following manner:

- PUBLIC SERVICE PROJECTS:
 - LMI Cemetery Services Assistance - \$5,000
 - LMI Utility Assistance - \$15,000
 - Senior Assistance Program - \$3,000
 - LMI Back-to-School Drive - \$5,000
 - Tabitha's Way Food Pantry - \$7,292
 - **TOTALS: \$35,292**
- OTHER PROJECTS:
 - LMI Yard Cleanup - \$36,163.20
 - ADA Ramp/Crosswalk Installation at Fiona St/Airport Rd - \$20,000
 - Small Business Grants - \$150,000
 - **TOTALS: \$206,163.20**

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of April, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder



CDBG: Summary

CDBG Context:

Dollars to spend this year: **\$241,445**

Max amount we can spend on public services (15%): **\$35,292**

We can contribute to nonprofit organizations that have applied. This comes out of the public service budget above.

Nonprofit Applicants:

Family Haven

Friends of UT Co. Children's Justice Ctr.

Tabitha's Way

See next page for nonprofit summary

Staff Recommendations

Public Service Projects

Cemetery Services Assistance

LMI households receive cemetery services at no cost. **\$5,000**

Utility Assistance

LMI Households get help on their water bill for a max of 3 mo./yr. **\$15,000**

Senior Assistance Program

Seniors get legal and financial advice. **\$3,000**

Back-to-School Drive

Kids of LMI households receive school supplies. **\$5,000**

Tabitha's Way - nonprofit

Local food pantry **\$7,292**

Total: \$35,292

Other Projects

LMI Yard Cleanup

LMI Household yard cleanup **\$36,163.20**

ADA Ramp Installation

Connect paths along Fiona St across Airport Rd. with ADA crosswalks **\$20,000**

Senior Parking Lot

Finish paving and repave rough areas **\$0**
**Funds allocated from other sources*

Small Business Grants

LMI business owners receive grant from city for expansion **\$150,000**

Total: \$206,163.20

Action Required:

Hold and then close a Public Hearing. Then vote for the allocation of these funds. Funds should not be allocated to projects/entities that were not part of this years application process. Please feel free to reach out to Natalie Winterton if you have any questions. nwinterton@eaglemountain.gov | work cell: 385-229-0976

Nonprofit Applicants

Family Haven

Brief Project Description

Clinical mental health services for North Utah County's low-income households, specifically victims of abuse and domestic violence and families in crisis. Our agency focuses on client-focused therapy modalities and our specialties include play therapy, cognitive therapy, sand tray therapy, EMDR, and more. We provide weekly individual and family therapy as well as crisis services and other functional support services needed for families in crisis.

Amount requested

\$25,000

Anticipated # of Beneficiaries

50

Friends of Utah County Children's Justice Center

Brief Project Description

The project will provide evidence-based, age-appropriate, and trauma-informed mental health treatment to children and families in Eagle Mountain affected by the sexual or severe physical abuse of a child. By removing financial barriers, the project will ensure child victims and their families can access timely and essential therapeutic services.

Amount requested

\$5,000

Anticipated # of Beneficiaries

50

Tabitha's Way

Brief Project Description

Tabitha's Way operates two full-time pantries, a satellite and mobile location in Utah County. These pantries all offer a Pantry Feeding Program service that provides food assistance to individuals facing food insecurity. Our food pantries are a critical element to fighting food insecurity in our communities by providing access to free, nutritious food. We seek funding for our pantry feeding program which encompasses: purchasing and gathering food donations; properly processing, storing and distributing food; and serving clients. Client services include conducting intakes, providing food and essential supplies, and recommending self-reliance resources. To keep pace with the increase in need we are seeking funds to support this program.

Amount requested

\$30,000

Anticipated # of Beneficiaries

4,016



To: Eagle Mountain City Council
From: Natalie Winterton, Management Analyst
Date: April 8, 2025
Subject: CDBG 2025-2026 Allocation Recommendations

Background

Eagle Mountain City is in its second year as a Community Development Block Grant (CDBG) entitlement community, receiving direct funding from the U.S. Department of Housing and Urban Development (HUD). For the Fiscal Year 2025-2026, the City anticipates approximately \$200,000 in CDBG funding after accounting for administrative costs. In addition to this allocation, funds were reserved from the previous year to supplement the current year's allocation, bringing the total available funding to approximately \$241,445. These funds are a valuable resource for addressing community development needs and supporting public infrastructure, with a specific focus on benefiting low- and moderate-income (LMI) residents.

CDBG funds can be used for a wide range of activities aimed at improving the quality of life for residents, including the construction of public facilities, public service programs, and partnerships with nonprofit organizations that provide essential services. Federal regulations allow up to 15% of the annual CDBG allocation to be used for public service projects. This includes funding for nonprofit organizations that directly support LMI individuals and families in Eagle Mountain. For the upcoming funding cycle, three nonprofit organizations—Utah County Children's Justice Center, Tabitha's Way, and Family Haven—have submitted applications for consideration. Their proposed programs align with the City's objective of supporting vulnerable populations through CDBG funding.

A public hearing was held on April 1, 2025, to inform residents about the CDBG program, review eligible activities, and gather community input. The item is scheduled to come before the City Council as a discussion item on April 15, 2025. Based on feedback received during the April 1 meeting, some of the recommendations have been altered. No additional feedback was provided after the April 1 meeting. This item will return to the City Council for a vote on May 6, 2025. As part of the City's Annual Action Plan development process, this collaborative approach ensures that the CDBG funding is directed in ways that best meet



the needs of Eagle Mountain's residents and supports the City's ongoing community development goals.

Allocating Money to Nonprofits

Three nonprofits have applied to receive a portion of Eagle Mountain's CDBG funds. It is important to note that given the reporting requirements of the federal government, MAG does not recommend allocating less than \$5,000 to any nonprofit. Although these nonprofits serve more than just Eagle Mountain residents, they can guarantee that the donated funds will directly benefit Eagle Mountain residents. To read the applications of all three organizations, please see the other attachments.

The nonprofit applicants have a long-standing history of serving Eagle Mountain residents without any financial contributions from the City. They have demonstrated a continued commitment to the community and will remain dedicated to providing their services regardless of the funding amount, if any, awarded by the City. While it would be ideal to provide financial support to all interested nonprofit organizations, it is recommended that the Council focus on the intended outcomes and preferred use of the funds, rather than on who delivers the service.

Staff Recommendations: Public Service Category

The following are Staff's recommendations for Public Service Projects. The maximum amount the City can spend on this category is \$35,292.

LMI Cemetery Services Assistance - \$5,000

Allocating \$5,000 to cemetery service assistance would allow the City to provide reduced cemetery service costs for low- to moderate-income households facing the financial challenges of end-of-life expenses. This program would help cover essential costs such as interment, easing the overall financial burden on grieving families. By using CDBG funds to offset these expenses, the City can help ensure that all residents, regardless of income, are able to access dignified burial services for their loved ones. This support can make a meaningful difference, allowing families to better manage other post-life care costs during a difficult time.

Utility Assistance Program - \$15,000

This service would provide low- to moderate-income households with the opportunity to apply for partial assistance on their water bills, helping to ease the financial burden of essential utilities. Eligible households could receive support for



up to three months per year, offering temporary relief during periods of financial strain. By focusing on short-term, needs-based assistance, the program aims to help residents maintain access to clean water while promoting responsible utility usage. This targeted approach allows the City to support its most vulnerable residents without creating long-term dependency.

Senior Programming - \$3,000

This service would enable the City to offer professional accounting and legal assistance to seniors, providing guidance on important matters such as Medicare, estate planning, and other aspects of transitioning into retirement. Seniors are often considered low- to moderate-income due to their fixed incomes, and many face challenges navigating the complexities of this new phase of life. Access to trusted experts can help them make informed decisions about insurance, financial planning, and legal matters, offering peace of mind and promoting long-term stability. This program would enhance the City's senior programming by addressing some of the most critical and often overlooked needs of its aging population.

If the City prefers to pursue this initiative using volunteers rather than professional services, the proposed funding could be reallocated to other meaningful projects, such as the back-to-school supply drive for low- to moderate-income families. Leveraging volunteers may still allow the City to provide valuable support to seniors while freeing up resources to meet other pressing community needs. However, the limited bandwidth of City staff to recruit, coordinate, and manage volunteers may hinder the effectiveness and sustainability of this effort. This tradeoff should be considered when determining the most practical and impactful use of available funds.

Back to School Drive - \$5,000

Purchasing school supplies for the new academic year can place a significant financial burden on many families, particularly those with limited incomes. This proposed program would allow the City to support children from low- to moderate-income households by helping provide essential school supplies. While elementary schools often cover many of these needs, the financial responsibility shifts considerably to families as children enter junior high and high school, where supply lists tend to be longer and more expensive. By offering this assistance, the City can help ease the back-to-school transition for older students and ensure all children have the tools they need to succeed.



Tabitha's Way - \$7,292

Staff recommends allocating funding to Tabitha's Way due to its demonstrated high impact on Eagle Mountain residents and its strong track record of service. Although located in a neighboring city, Tabitha's Way serves thousands of Eagle Mountain residents annually and has established a system to ensure that any funds granted by the City are used exclusively to benefit those residents. The organization already partners with the City through initiatives such as the Library's food drive, further strengthening its connection to the community. Supporting Tabitha's Way would allow the City to invest in a trusted partner with proven capacity to meet essential needs and deliver direct, measurable assistance to Eagle Mountain households.

Staff Recommendations: Non-public Service Categories

The following are Staff's recommendations for non-public service projects. After allocating funds to public service projects, the City has approximately \$206,163.20 available for non-public service initiatives. HUD prefers that the majority of CDBG funds be allocated to non-public service categories because, while public service projects provide important and immediate relief, their impact tends to be temporary. In contrast, non-public service projects are intended to create lasting, institutional, or infrastructural changes that have a more enduring impact on the community.

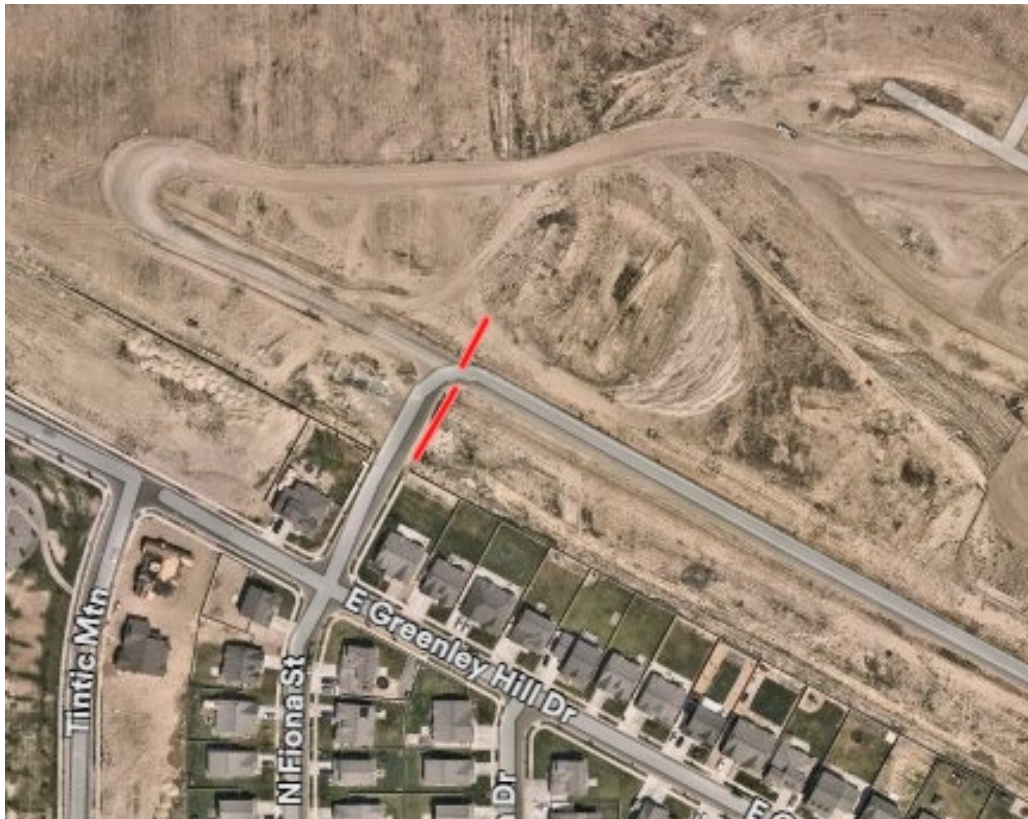
Low-Moderate Income Yard Cleanup - \$36,163.20

Staff recommends that the Council allocate funding for a low- to moderate-income yard cleanup program, aimed at helping homeowners bring their yards into compliance with City code. This project would cover the time and supplies needed to address yard maintenance issues, improving the overall appearance and safety of neighborhoods. The goal is not only to bring yards up to code but also to help homeowners reach a point where they can maintain their properties more easily. This might involve redesigning parts of the yard, such as replacing overgrown plants or adjusting landscaping to make upkeep more manageable. By supporting this effort, the City would not only assist individual homeowners but also contribute to a cleaner, more cohesive neighborhood environment that benefits all residents. This initiative aligns with the Neighborhood Improvement program's broader goal to beautify the city, creating a more inviting and well-maintained environment for everyone.



ADA Ramp Installation - \$20,000

Staff recommends installing an ADA-compliant ramp at the intersection of Fiona Street and Airport Road to complete the City's trail system and improve accessibility for all residents. While developers have installed trails on private property along Fiona Street, the City portion where Fiona crosses Airport Road remains incomplete and does not meet ADA standards. This project would involve installing approximately 160 feet of trail and incorporating ADA-compliant crossing features, providing a crucial connection between the existing trails and allowing individuals with disabilities to safely and accessibly cross the road. Additionally, this location is adjacent to a school, where many children may be headed, making it even more important to ensure the safety and accessibility of this crossing. By addressing this gap, the City would ensure that all residents, regardless of mobility, can fully enjoy the trail system and access important community areas. (see map below)



Senior Parking Lot - \$0

It was previously recommended that the City Council allocate \$50,000 to pave the Senior Parking Lot. However, that project has already been budgeted under



facilities. Therefore, it is staff's recommendation to put the money toward the small business grant program. This would provide funding to help local businesses grow and thrive, benefiting the broader community in a long-term and sustainable manner.

Small Business Grants - \$150,000

Staff recommends allocating funding to a small business grant program to support the growth and development of Eagle Mountain's small business community. Many local entrepreneurs are eager to expand their operations but face significant financial barriers that make growth challenging. This grant program would provide much-needed financial support to low- to moderate-income business owners, allowing them to invest in infrastructure, marketing, equipment, or other necessary resources to grow their businesses with reduced risk. Small businesses are the backbone of a thriving local economy, and by assisting them, the City can help foster a more diverse and resilient economic base. In addition, this program aligns with the City's goal of encouraging more commercial development, which would ultimately reduce the reliance on residential development to support the City's budget. By investing in local businesses, the City is not only helping entrepreneurs succeed but also making a strategic investment in its own long-term financial stability through potential increases in sales tax revenue. Supporting these businesses today could result in a stronger, more vibrant economy tomorrow.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Valley Holbrook.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Holbrook HGS LC as Owner; Megan Spencer-Webb as representative

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/Light Industry; Agriculture	73.12 in aggregate

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Given the findings and considerations enumerated in this report, Staff considers the application to have merit for consideration and approval, and recommends that the City Council approve the application as recommended by the Planning Commission.

BACKGROUND:

The Applicant is seeking to amend the City's Future Land Use Map preparatory to rezoning their property (Utah County parcels #s 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062) from Agriculture to R1, RC and CC. This is because for the rezone proposal associated with the future land use map amendment to "be compatible with the General Plan" [as per Planning principles, case law and EMMC 17.60.160(1), the City's Future Land Use Map must be [first] amended to facilitate the desired zoning.

The Applicant has worked with City Staff for over a year in idealizing a rezone to commercial for the front portion of the property [car lot(s)] and/or a MTECH campus were contemplated possible uses therein], and, they agreed to a City acquisition of right-of-way to extend Airport Road to the north through the property -- which deal has been finalized. The Applicant has indicated they have sufficient water to service the property.

ITEMS FOR CONSIDERATION:

There are no approval criteria for General Plan amendments in Eagle Mountain's adopted code. Common general plan future land use map amendment considerations often entail analysis of: surrounding land uses physically established near the property under review, adjacent future land use map categories/settings to the property, and, adjacent zoning. Compatibility, buffering, land features (e.g., topography, nearby land uses and structure build-out, proximity of utilities and transportation routes, etc.) are also factors made a part of such reviews -- as well as the desirability of having any particular land use setting(s) assigned to a location.

The Cedar Valley Holbrook proposal features a typical "bullseye" zoning pattern, with the most intensive land use or zone positioned along the state highway (future freeway) and successively less intense land uses radiating, northerly, outward. The property adjoins a state highway and is fronted by another pair of collectors roads. It is also relatively close to two major residential developed, and one platted, subdivision to its north and southeast. Those communities, lying in the AG/Rural Density 2 land use setting, were platted once into predominantly acre-sized lots and cover large swaths of land. The Ag/Rural Density 2 category abuts the northern and eastern boundaries of the property.

City administration Staff have been in the process of working with the Applicant regarding development of the property -- especially with commercial endeavors in mind for the site. Buffering of the commercial area is already proposed by use of zones between the property and neighboring residential developments as noted above.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their hearing of March 25, 2025, voted to recommend that the City Council amend the City's Future Land Use Map to change the Business Park/Light Industry setting on the property to Neighborhood Residential One, Neighborhood Residential Two and Community Commercial as per the Applicant's request.

ATTACHMENTS:

1. Ordinance
2. Exhibit
3. Aerial and Street Views
4. Land Use Plan
5. Application

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE GENERAL PLAN FUTURE LAND USE MAP FOR
CERTAIN LANDS KNOWN AS CEDAR VALLEY HOLBROOK**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the General Plan Future Land Use Map for certain lands known as Cedar Valley Holbrook (on the north side of SR-73, south of 8000 North and west of Airport Road Parcel No's. 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City), as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan Future Land Use Map for certain lands known as Cedar Valley Holbrook (on the north side of SR-73, south of 8000 North and west of Airport Road Parcel No's. 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City), as set forth more specifically in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby amended to the Future Land Use Designations from the Business Park/Light Industry to Neighborhood Residential One, Neighborhood Residential Two, and Community Commercial as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

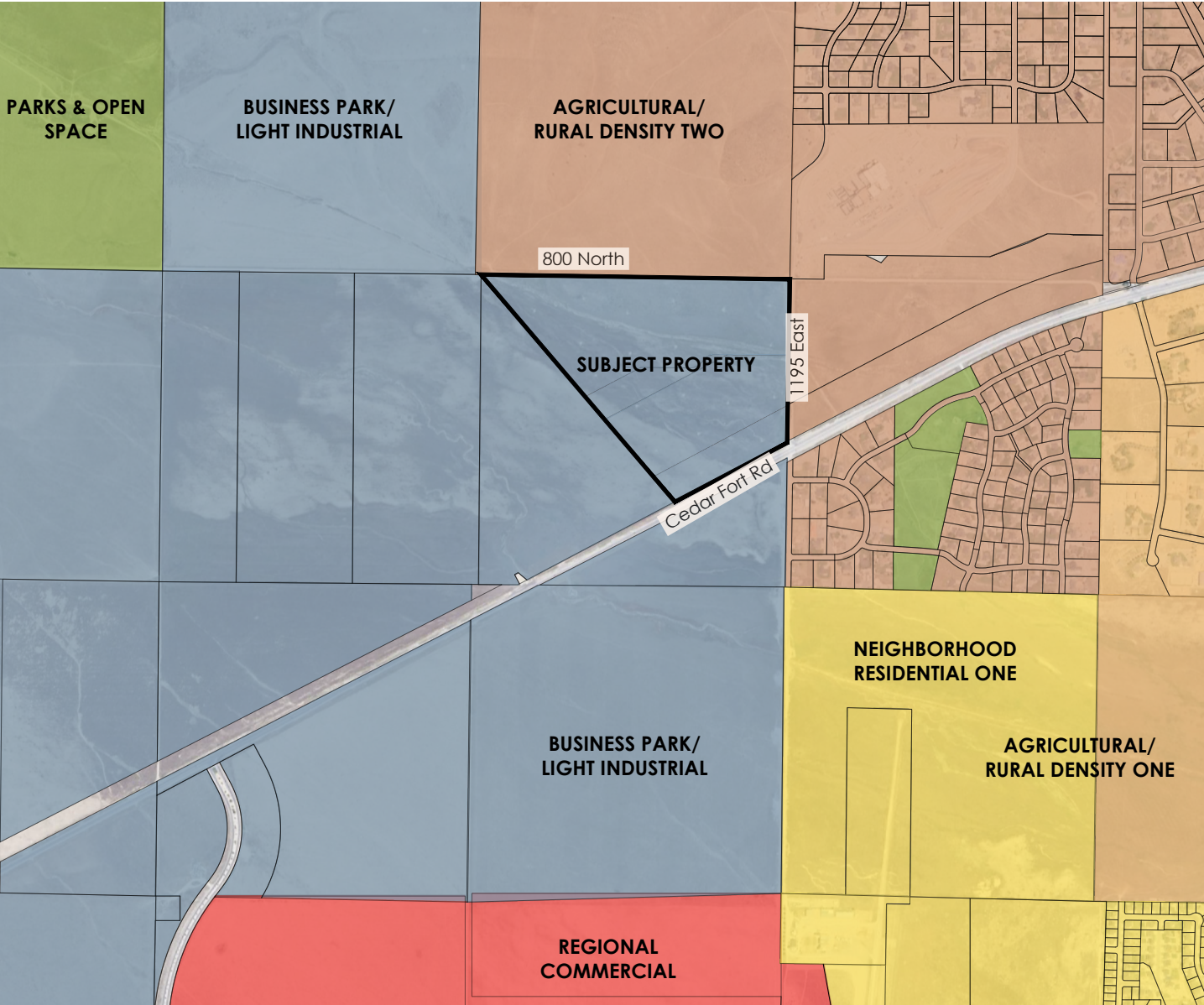
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
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☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett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

Gina L. Olsen, CMC
City Recorder

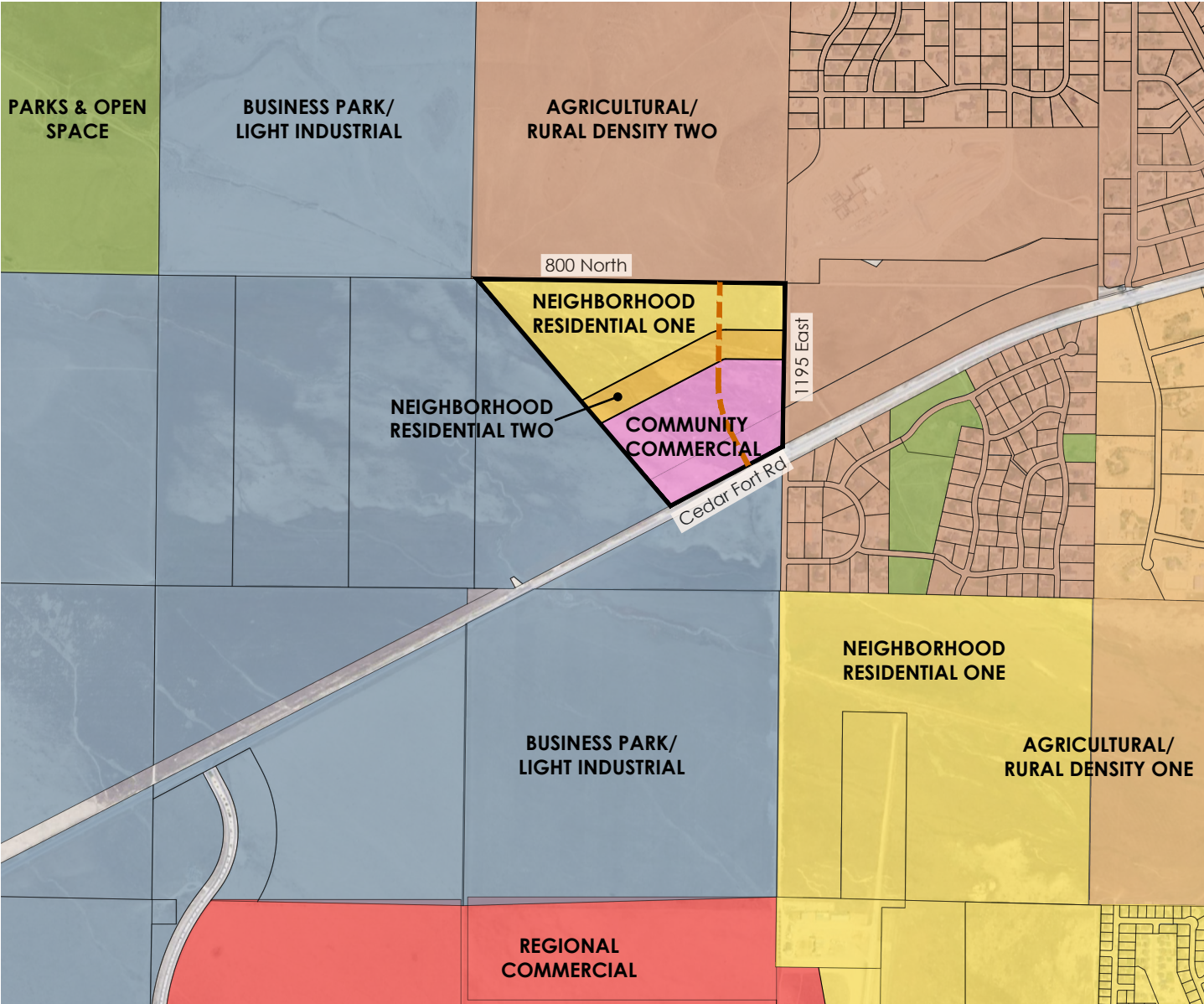
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Exhibit A

Land Use Map



EXISTING LAND USE
Business Park/Light Industrial

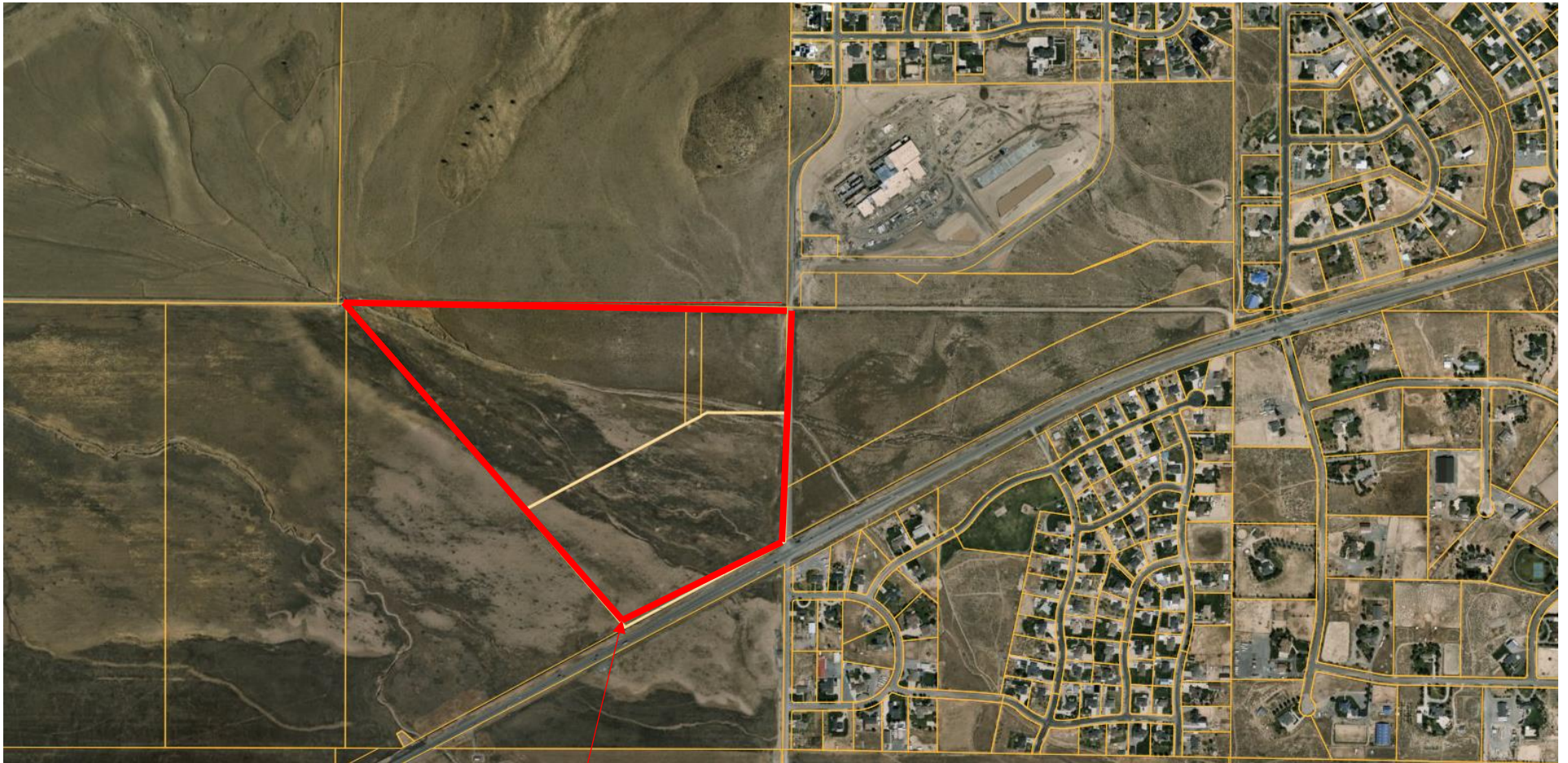


PROPOSED LAND USE
Neighborhood Residential One, Neighborhood
Residential Two, Community Commercial

LEGEND

- | | | | |
|---|------------------------------|---|--------------------------------|
|  | PROJECT BOUNDARY |  | PARKS & OPEN SPACE |
|  | PROPOSED AIRPORT ROAD |  | BUSINESS PARK/LIGHT INDUSTRIAL |
|  | NEIGHBORHOOD RESIDENTIAL ONE |  | AGRICULTURAL/RURAL DENSITY TWO |
|  | NEIGHBORHOOD RESIDENTIAL TWO |  | AGRICULTURAL/RURAL DENSITY ONE |
|  | REGIONAL COMMERCIAL | | |

Aerial and Street Views of the Property

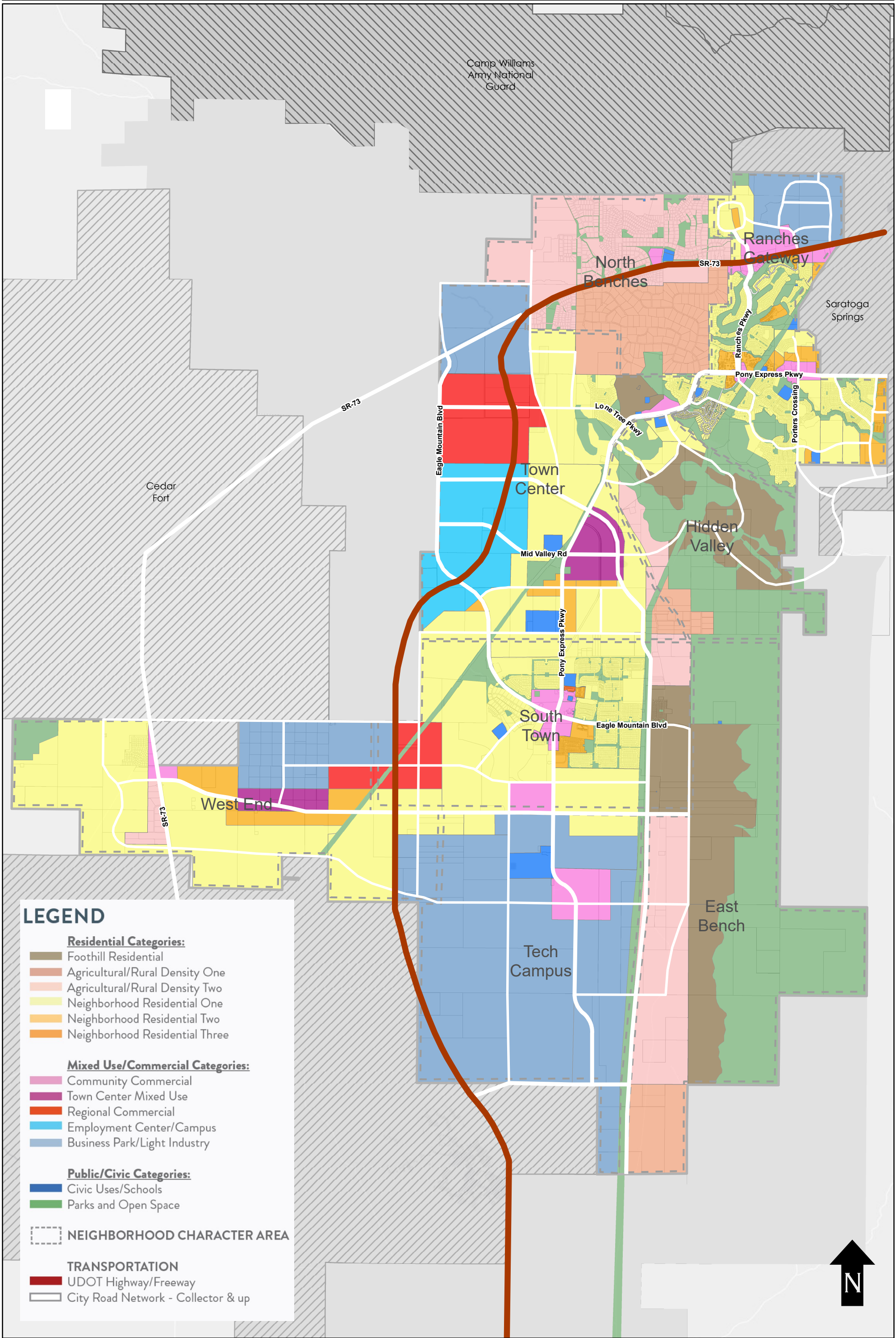


Site

SR-73 Street View of the Property looking NE



FUTURE LAND USE & TRANSPORTATION MAP



Legal Descriptions

LEGAL DESCRIPTION	LEGAL DESCRIPTION	LEGAL DESCRIPTION
PREPARED FOR	PREPARED FOR	PREPARED FOR
<i>Cedar Valley Holbrook</i>	<i>Cedar Valley Holbrook</i>	<i>Cedar Valley Holbrook</i>
Eagle Mountain City, UTAH	Eagle Mountain City, UTAH	Eagle Mountain City, UTAH
January 29, 2025	January 29, 2025	January 29, 2025
24-0129	24-0129	24-0129
RM	RM	RM
<i>Rezone Area CC Description</i>	<i>Rezone Area R1 Description</i>	<i>Rezone Area RC Description</i>
Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:	Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:	Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:
Beginning at a point along Section line S0°53'17"W 649.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; running thence along the Section line S00°53'17"W 744.97 feet; thence S62°14'18"W 1,083.49 feet; thence N40°26'13"W 922.69 feet; thence N62°25'13"E 1,193.90 feet; thence S89°23'13"E 510.58 feet to the point of beginning.	Beginning at a point located at the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; running thence along the Section line S00°53'17"W 396.83 feet; thence N89°23'13"W 575.33 feet; thence S62°25'13"W 1,315.17 feet; thence N40°26'15"W 1,367.50 feet to the Section line; thence along said Section line S89°06'06"E 2,634.48 feet to the point of beginning.	Beginning at a point along Section line S0°53'17"W 396.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; running thence along the Section line S00°53'17"W 253.00 feet; thence N89°23'13"W 510.58 feet; thence S62°25'13"W 1,193.90 feet; thence N40°26'08"W 259.51 feet; thence N62°25'13"E 1,315.17 feet; thence S89°23'13"E 575.33 feet to the point of beginning.
Contains: 27.84 acres+/-	Contains: 34.83 acres+/-	Contains:10.44 acres+/-

Compatibility & Justification Statement

The proposed rezone aligns with Eagle Mountain City's General Plan by supporting its vision of creating a sustainable, beautiful, and innovative place to live, work, and play. The requested zoning changes the existing agricultural zone to R1, RC, CC, and land use from Business Park/Light Industry to Neighborhood Residential One, Neighborhood Residential Two, and Community Commercial.

This reflects the City's goals of fostering diverse housing options, promoting walkable neighborhoods, and encouraging strategic, balanced growth. The site's proximity to existing residential neighborhoods makes the proposed residential and commercial zoning a more compatible and harmonious use than business park or light industrial, which could generate higher traffic volumes, noise, and environmental impacts inconsistent with the surrounding area. This proposal also supports the General Plan's Growth Strategy Framework by addressing population growth through efficient land use patterns.

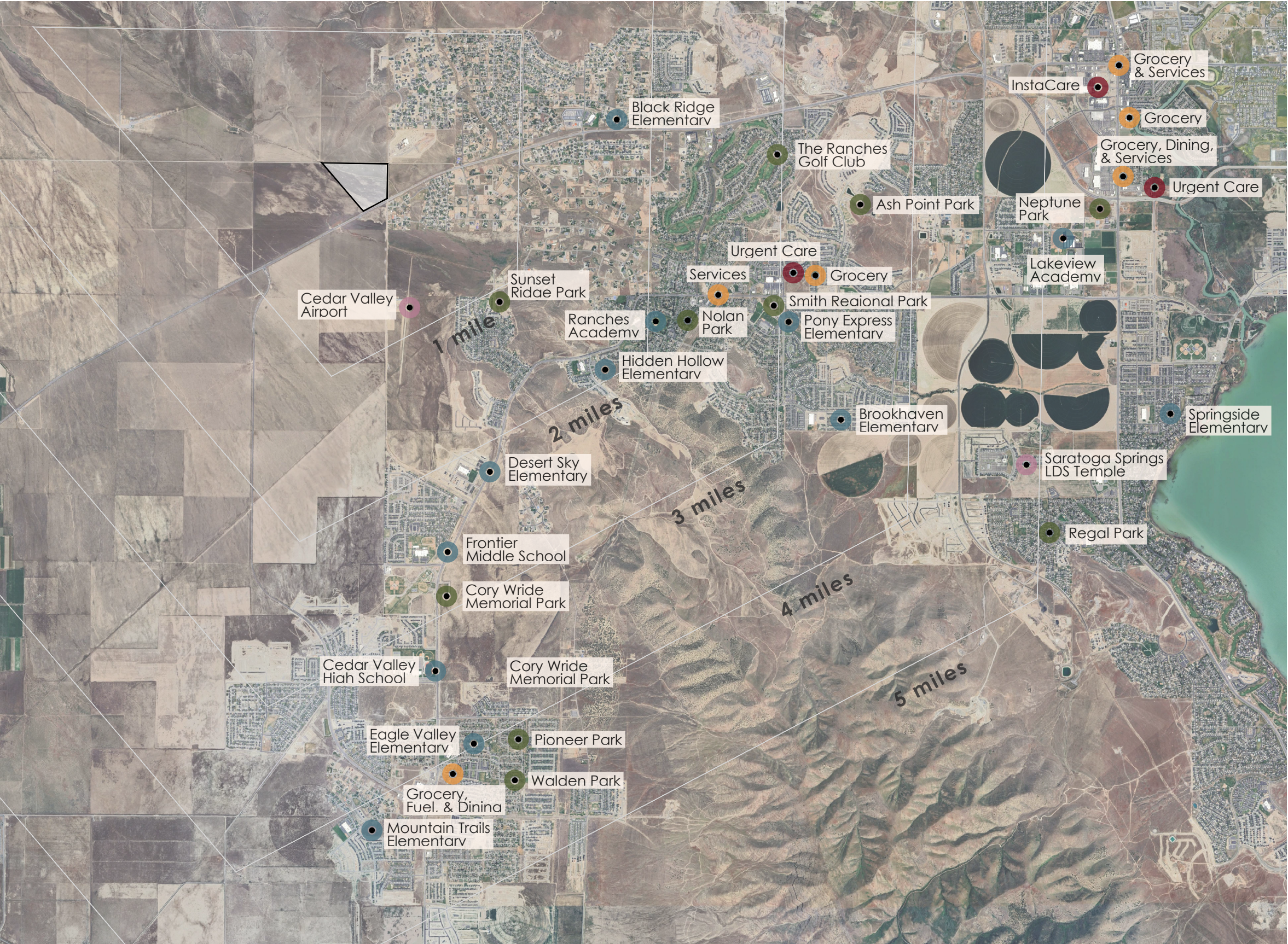
The proposed zoning changes are compatible with adjacent land use and zoning. The site is bordered by residential areas, and the addition of neighborhood residential zones integrates with these existing developments. The inclusion of commercial zoning along the highway serves as a buffer, mitigating the impact of road noise and activity on residential neighborhoods while providing convenient access to retail and services for local residents.

This approach enhances the overall functionality and livability of the area, aligning with the purposes of the Zoning title of Eagle Mountain Municipal Code by promoting orderly development, supporting community health and welfare, and enhancing quality of life for current and future residents.

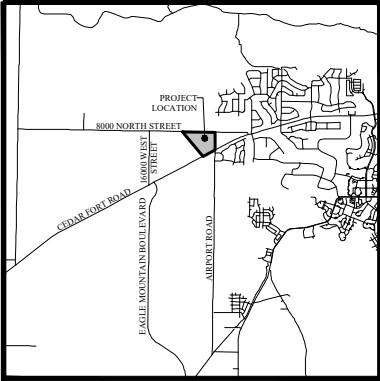
Vicinity Map

LEGEND

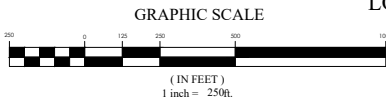
- EDUCATION
- PARKS & GREENSPACE
- COMMERCIAL
- MEDICAL
- OTHER



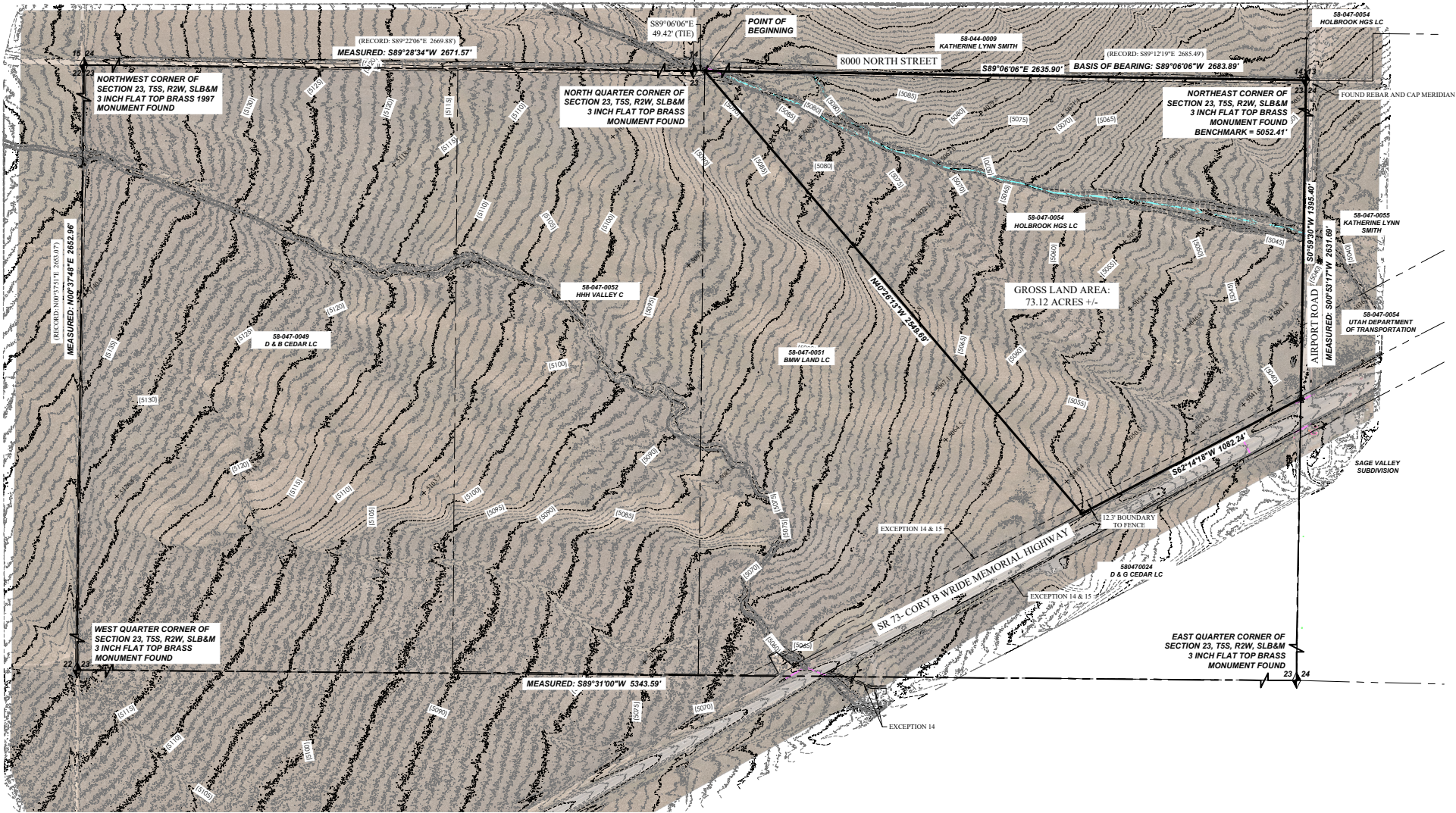
Existing Conditions



VICINITY MAP
N.T.S.



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



LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. SECONDARY WATER
- EXIST. IRRIGATION
- EXIST. NATURAL GAS
- EXIST. COMMUNICATIONS
- EXIST. OVERHEAD POWER
- EXIST. UNDERGROUND POWER
- EXIST. FENCE
- EXIST. IRRIGATION DITCH FLOWLINE
- EXIST. CONCRETE CURB & GUTTER, SIDEWALK
- EXIST. EDGE OF ASPHALT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- BOUNDARY MARKER
- EXIST. SD INLET, MANHOLE & COMBO BOX
- EXIST. SEWER MANHOLE
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. IRRIGATION BOX
- EXIST. GAS VALVE & GAS METER
- EXIST. STREET LIGHT
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX



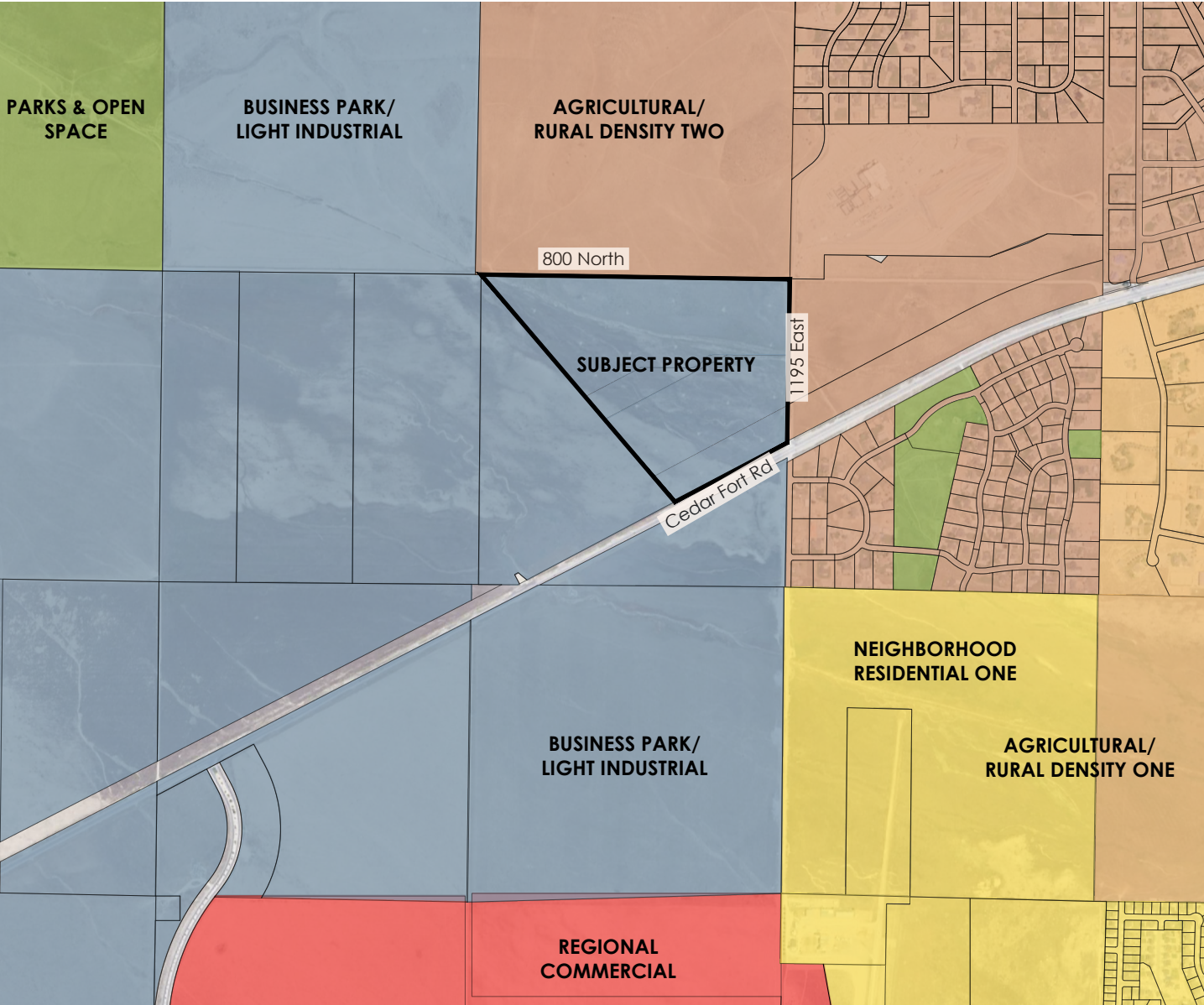
ALTA/NSPS LAND TITLE SURVEY
LOCATION: THE NORTHEAST 1/4 OF SECTION 23, T5S, R2W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY
PROPERTY OF: HOLBROOK HGS LC
PREPARED FOR: IVORY DEVELOPMENT

REVISION/LOCK		DESCRIPTION
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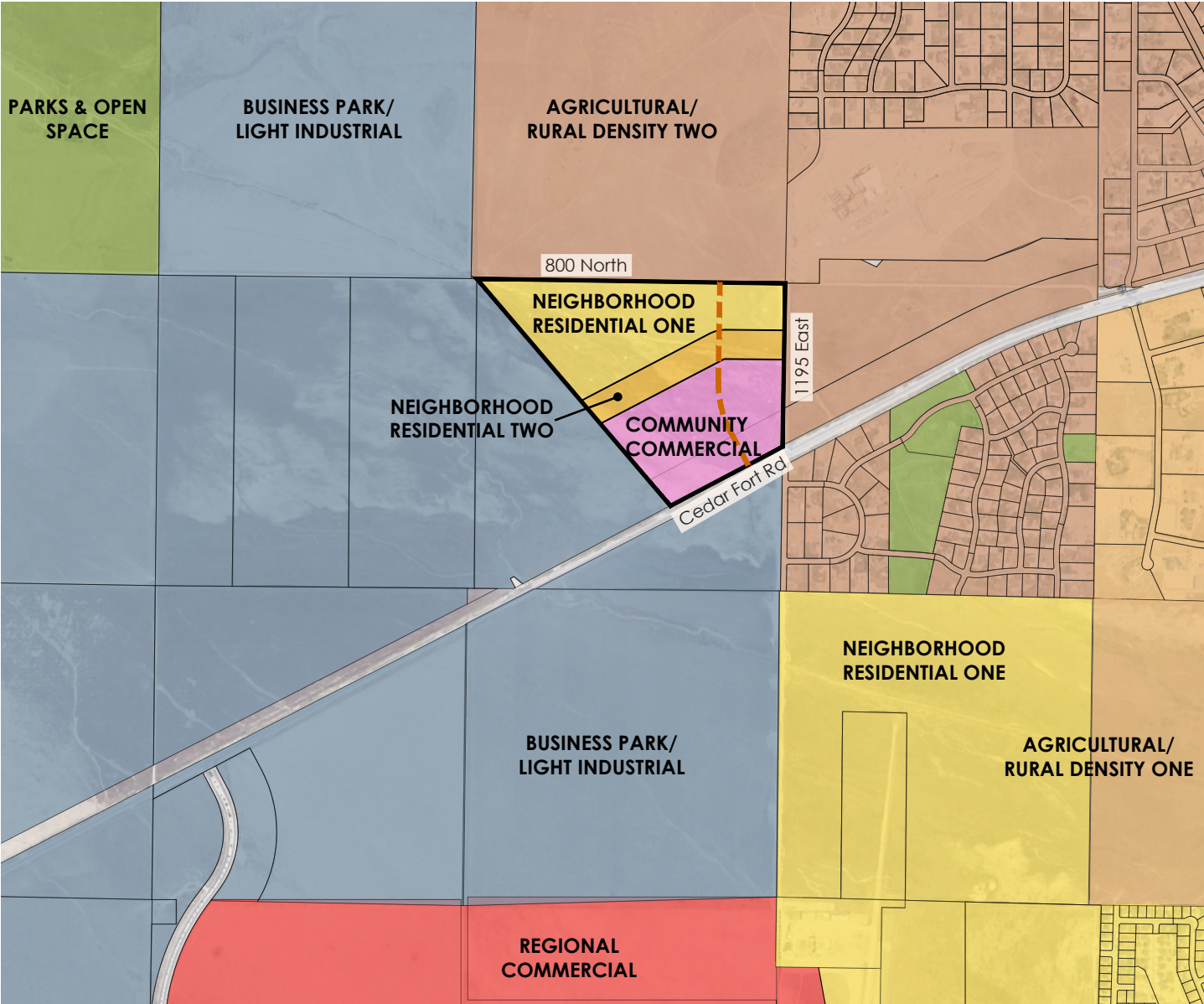
Drawn: RM	Checked: JL
Scale: 1"=250'	Job #: 24-0129
Date: 04/24/2024	
Sheet: 2 OF 2	

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Land Use Map



EXISTING LAND USE
Business Park/Light Industrial



PROPOSED LAND USE
Neighborhood Residential One, Neighborhood Residential Two, Community Commercial

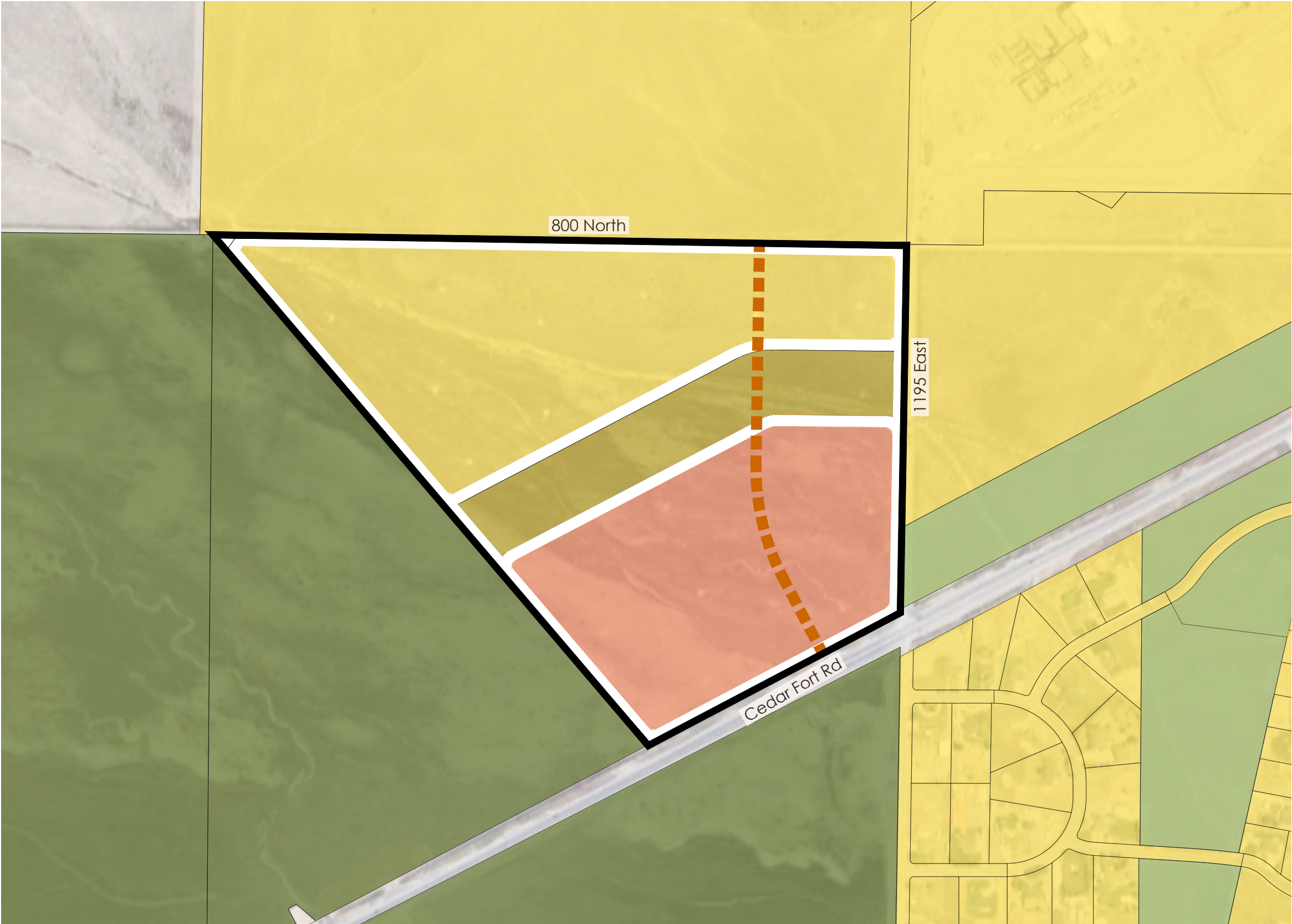
LEGEND

- | | | | |
|---|------------------------------|---|--------------------------------|
|  | PROJECT BOUNDARY |  | PARKS & OPEN SPACE |
|  | PROPOSED AIRPORT ROAD |  | BUSINESS PARK/LIGHT INDUSTRIAL |
|  | NEIGHBORHOOD RESIDENTIAL ONE |  | AGRICULTURAL/RURAL DENSITY TWO |
|  | NEIGHBORHOOD RESIDENTIAL TWO |  | AGRICULTURAL/RURAL DENSITY ONE |
|  | REGIONAL COMMERCIAL | | |

Project Overview

LEGEND

- PROJECT BOUNDARY
- PROPOSED AIRPORT ROAD
- AGRICULTURE
- OPEN SPACE
- NEIGHBORHOOD RESIDENTIAL ONE
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD RESIDENTIAL TWO





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Cedar Valley Holbrook.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Holbrook HGS LC as Owner; Megan Spencer-Webb as representative

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/Light Industry; Agriculture	73.12 in aggregate

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff considers the application to have merit for consideration for approval, and recommends that the City Council consider approving the proposal.

BACKGROUND:

The Applicant is proposing to rezone property (collectively Utah County parcels 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062) from Agriculture to R1, RC and CC. The property is located along, and abuts, SR-73 and lies south of the undeveloped Clearview Estates development, northwest [across SR-73] of Sage Valley and southwest of the Arrival community. For an associated rezone proposal submitted by the same applicant to "be compatible with the General Plan" [as per Planning principles, case law and EMMC 17.60.160(1), the City's Future Land Use Map must be [first] amended to facilitate possible approval of the proposed rezone.

The Applicant has worked with City Staff for over a year in idealizing a rezone to commercial for the front portion of the property [car lot(s)] and/or a MTECH campus were contemplated possible uses therein], and, they agreed to a City acquisition of right-of-way to extend Airport Road to the north through the property -- which deal has been finalized. The Applicant has indicated they have sufficient water to service the property.

ITEMS FOR CONSIDERATION:

EMMC 17.90.060 [REZONE] STANDARDS

Rezone applications are based upon compliance with City Code requirements and any applicable Development Agreement requirements. The approval criteria for a Rezone application are found in EMMC 17.90.060. Amendments to the General Plan are legislative actions and do not require approval based upon findings of facts. The Commission should consider the health, safety, and welfare of the community. Rezone criteria, stated in EMMC 17.90.060, include the considerations hereafter. Abbreviated Staff findings accompany the criteria headings:

COMPLIANCE WITH GENERAL PLAN:

Currently identified by the Future Land Use Map as being in a "Business Park/Light Industry" setting. The BP/LI category caters to the City's Industrial, Commercial Storage and Light Manufacturing/Distribution Zones as per Table 17.60.160(1). Accordingly, an amendment to the Future Land Use Map is required to allow the proposed Community Commercial, RC and R1 zoning to be assigned to the property. If the City's Future Land Use Map is amended as proposed by the Applicant, the proposed zoning for the property may/will be deemed as harmonizing with the General Plan's land use map. The Future Land Use Map, in care and keeping with planning practice, communicates areas of land set aside for, already occupied by, predicted to be developed with and/or given an invitation for general land use types to occupy their designated, somewhat generalized locations.

COMPATIBILITY DETERMINATION:

EMMC 17.60.160 establishes appropriate zone transitions and compatible adjacencies for property within the City. Inside the property, the proposed CC Zone is deemed immediately (i.e., "side by side") compatible with the RC Zone and eight other zones not sought by the Applicant.

As far as the property versus its surrounds, the master plan for the undeveloped Clearview area north of the site called for "Residential" zoning with 1/2 acre+ lots, and both Arrival and Sage Valley have, by and large, one-acre plus-sized residential building lots. Note that those last two subdivisions are close to, but not touching, the property. Clearview still has an active Development Agreement. Buffering space exists between the Arrival development and the property. Sage Valley is across SR-73 from the property.

CITY SERVICES:

Utility and emergency service provision to the property, as well as street and intersection improvements, are issues to be addressed by Engineering during their review of the site. Some services exist, but Staff does not have details about emergency response times or utility types and locations available to the site. The Applicant has indicated by email and testimony that they, "...have some water from the City for this property and we recently purchased enough to develop this property and additional Holbrook land."

TRAFFIC GENERATION/TRANSPORTATION/ROW DEDICATION:

Staff does not have trip generation/use data for the three roads that front the property. Staff anticipates that the State and City will seek whatever right-of-way dedication as deemed needful via either memorializing a Development Agreement during the rezone process or during platting or pre-development.

PROPERTY VALUES:

Presuming that the property's value will ascend as build-out occurs and, given that the proposed use has a housing element commensurate as found on nearby properties, no reduction in values is anticipated. In fact, rezoning from an Agriculture Zone base and building out the property will quite obviously raise the value of the same.

OTHER:

Buffering land uses against the highway with commercial or some kind of higher intensity use than detached residential is an understandable and customary practice -- given that most homebuyers would not, expectedly, jump at the chance to buy a house next to a busy highway.

Terrain is flat, typical desert-scape; a cut runs more or less SW <--> NE across the property. Staff intends to visit the property pre-mtg. to obtain some idea of its breadth and depth and check with the

City's Wildlife Planner to see if he has any issue respecting the same. The cut may be nothing or something to require some handling.

Finally, given:

1. The rezone site's location at a major intersection; and,
2. It's non-enclaved status; and,
3. It's abutment to a state highway intended to possibly be incorporated into a freeway in time; and,
4. The nearby (SW) location of commercially zoned property; and,
5. The depiction of a section of residential development proposed on the property's northern section purposed to sit next to residential zoning outside the site...

Staff does not deem the proposed application as one which is, or would be, creating a true -- concerning -- "spot zone".

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their public hearing of March 25, 2025, voted to recommend that the City Council approve the requested rezone request be approved as presented save that the desired RC area be instead zoned R2.

ATTACHMENTS:

1. Ordinance
2. Exhibit
3. Aerial and Street Views
4. Zoning Map
5. Application

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING
CERTAIN LANDS KNOWN AS CEDAR VALLEY HOLBROOK**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Cedar Valley Holbrook, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone of certain lands known as Cedar Valley Holbrook, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned from Agriculture to R1, RC and CC zoning on/for 73.03 acres of property located in the NE ¼ of Section 23, T5S, R2W, on the north side of SR-73, south of 8000 North and west of Airport Road Parcel No's. 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

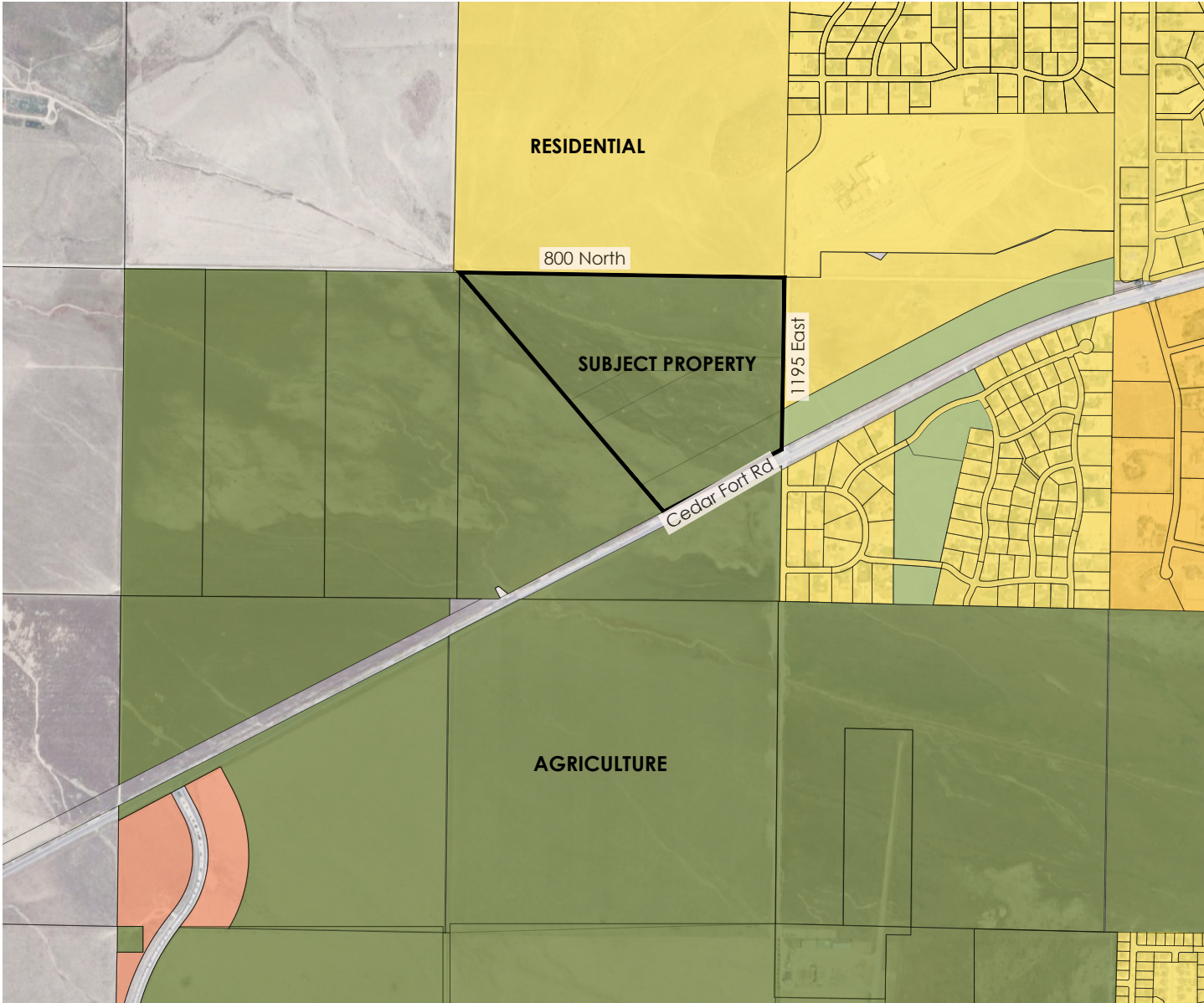
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett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

Gina L. Olsen, CMC
City Recorder

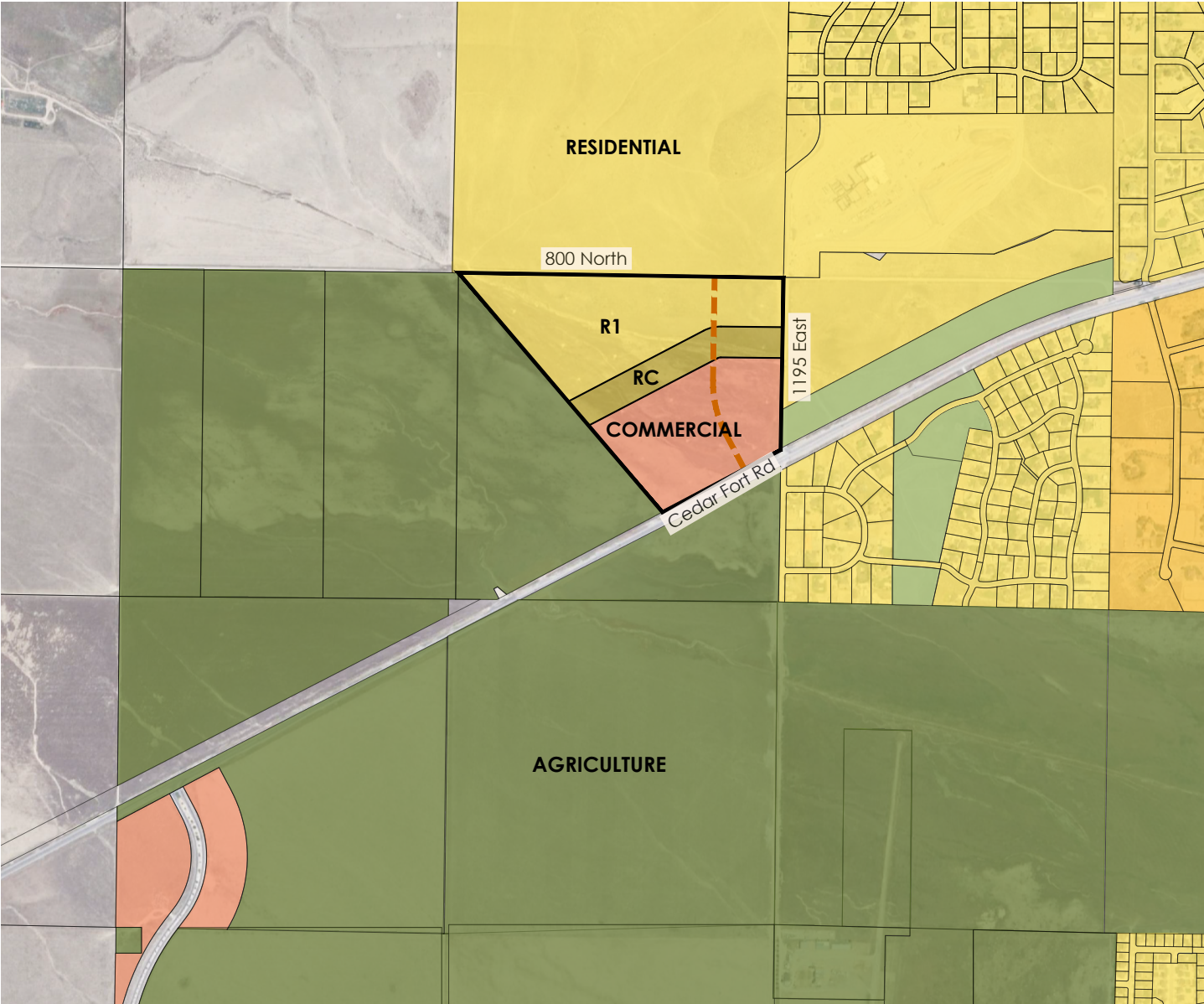
Posted on _____ by _____.

Exhibit A

Zoning Map



EXISTING ZONING
Agricultural

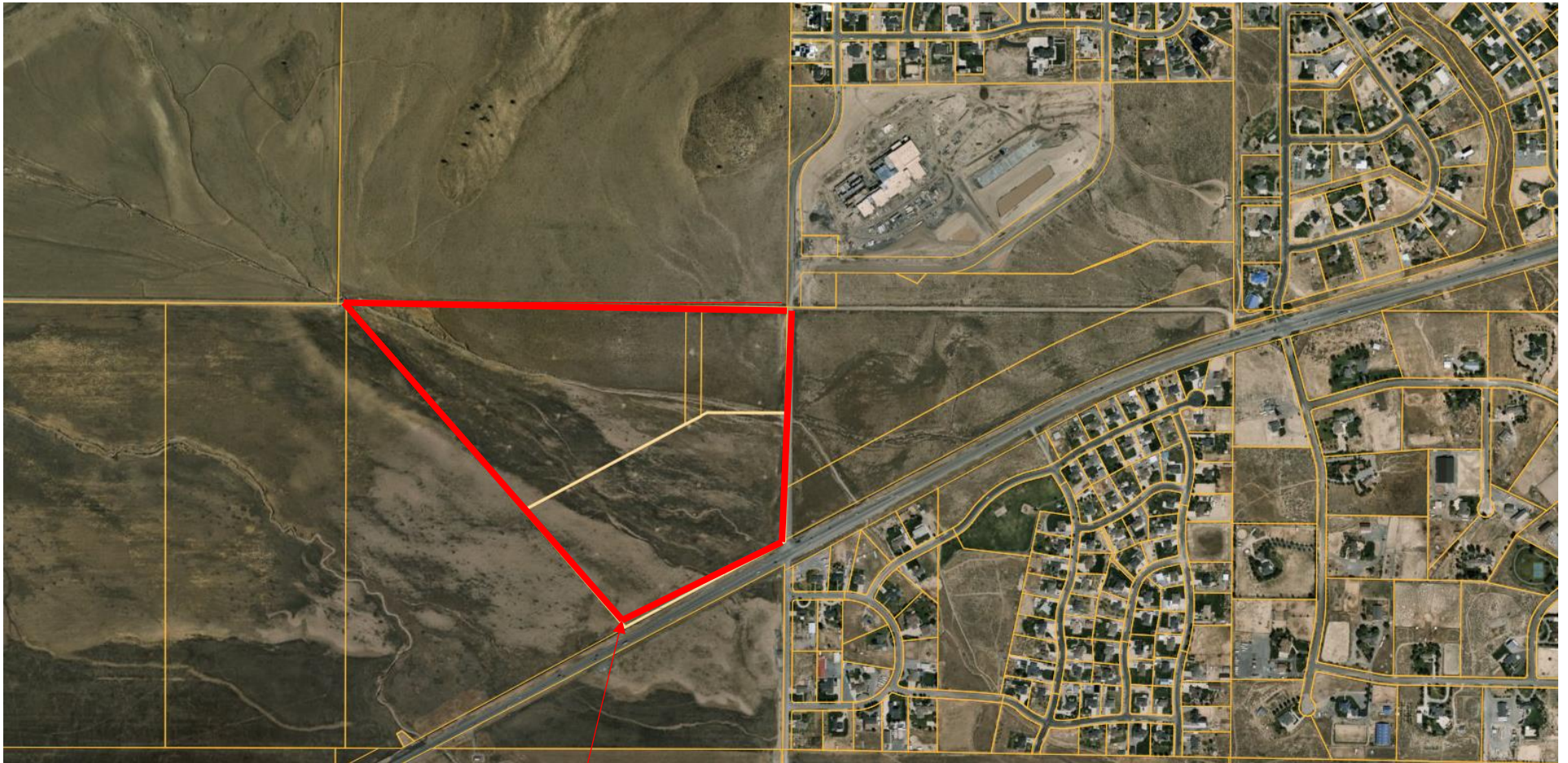


PROPOSED ZONING
R1, RC, CC

LEGEND

- | | | | |
|---|-----------------------|---|---------------------------------|
|  | PROJECT BOUNDARY |  | RESIDENTIAL (R1, ETC.) |
|  | PROPOSED AIRPORT ROAD |  | RESIDENTIAL (RC) |
|  | AGRICULTURE |  | COMMERCIAL (CC) |
|  | OPEN SPACE |  | CEDAR PASS RANCH (UNDER REVIEW) |

Aerial and Street Views of the Property

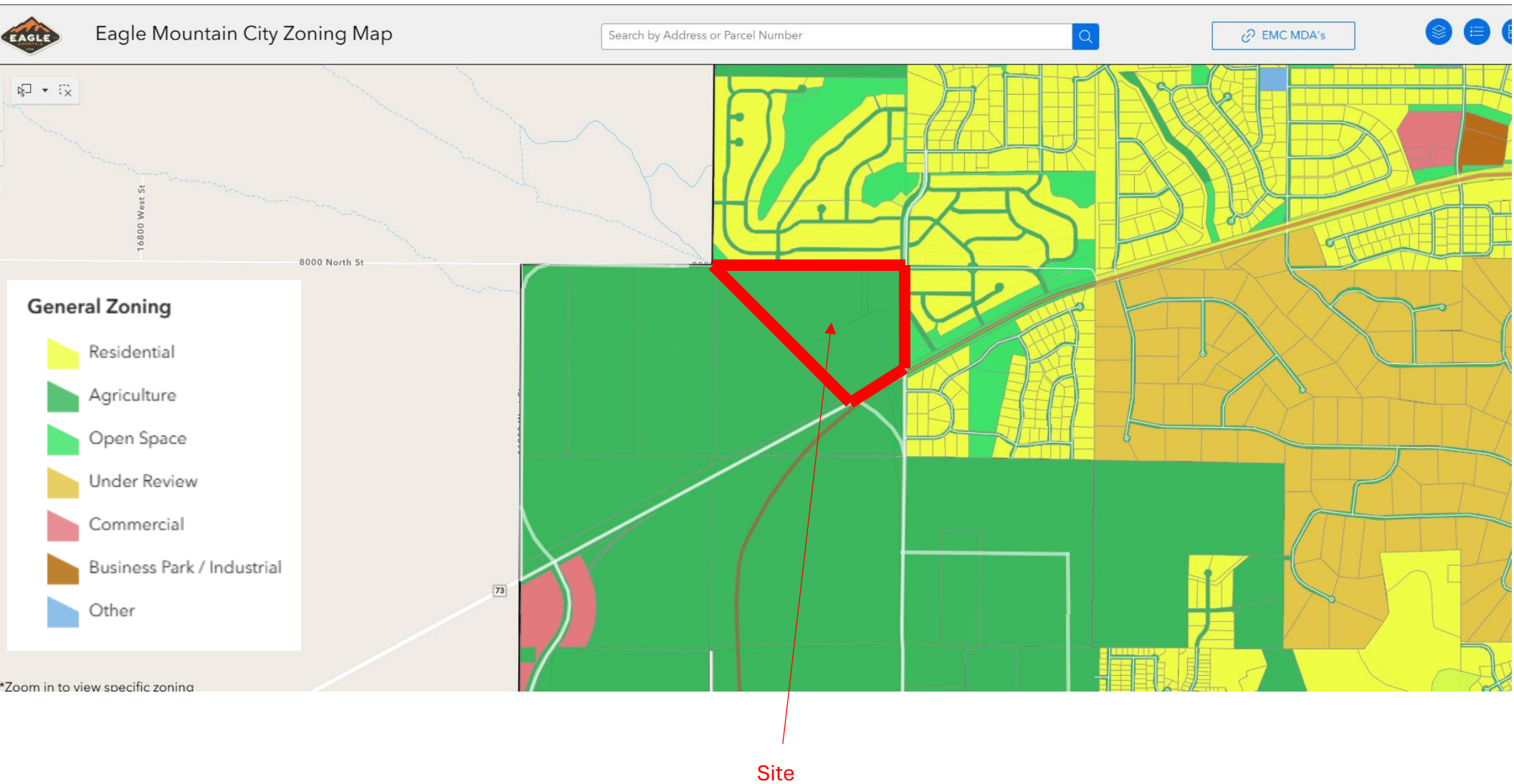


Site

SR-73 Street View of the Property looking NE



Zoning Map Excerpt Exhibit



Legal Descriptions

LEGAL DESCRIPTION	LEGAL DESCRIPTION	LEGAL DESCRIPTION
PREPARED FOR	PREPARED FOR	PREPARED FOR
<i>Cedar Valley Holbrook</i>	<i>Cedar Valley Holbrook</i>	<i>Cedar Valley Holbrook</i>
Eagle Mountain City, UTAH	Eagle Mountain City, UTAH	Eagle Mountain City, UTAH
January 29, 2025	January 29, 2025	January 29, 2025
24-0129	24-0129	24-0129
RM	RM	RM
<i>Rezone Area CC Description</i>	<i>Rezone Area R1 Description</i>	<i>Rezone Area RC Description</i>
Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:	Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:	Located in the Northeast Corner of Section 23, Township 5 South, Ragne 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:
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Contains: 27.84 acres+/-	Contains: 34.83 acres+/-	Contains:10.44 acres+/-

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The proposed rezone aligns with Eagle Mountain City's General Plan by supporting its vision of creating a sustainable, beautiful, and innovative place to live, work, and play. The requested zoning changes the existing agricultural zone to R1, RC, CC, and land use from Business Park/Light Industry to Neighborhood Residential One, Neighborhood Residential Two, and Community Commercial.

This reflects the City's goals of fostering diverse housing options, promoting walkable neighborhoods, and encouraging strategic, balanced growth. The site's proximity to existing residential neighborhoods makes the proposed residential and commercial zoning a more compatible and harmonious use than business park or light industrial, which could generate higher traffic volumes, noise, and environmental impacts inconsistent with the surrounding area. This proposal also supports the General Plan's Growth Strategy Framework by addressing population growth through efficient land use patterns.

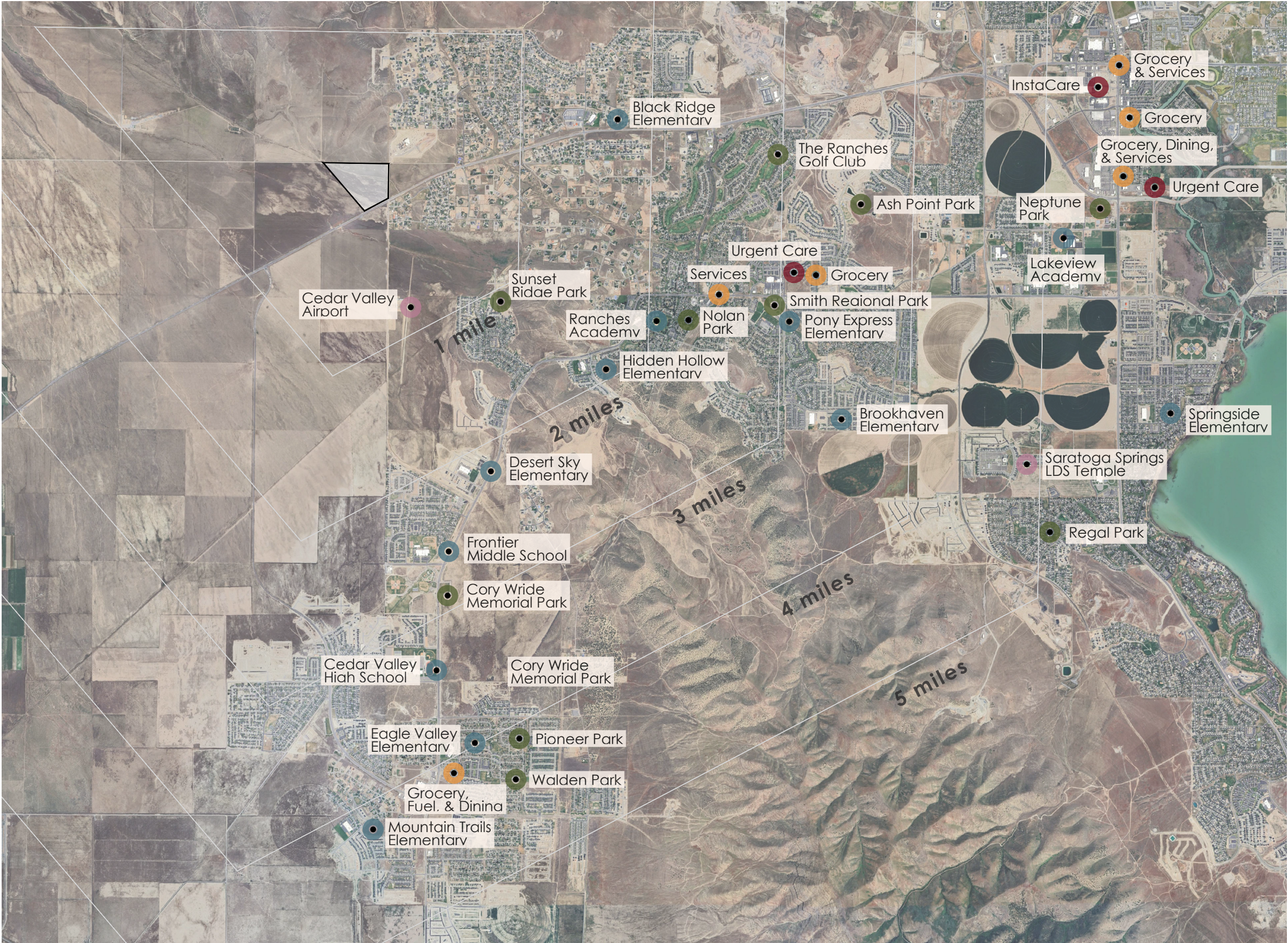
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This approach enhances the overall functionality and livability of the area, aligning with the purposes of the Zoning title of Eagle Mountain Municipal Code by promoting orderly development, supporting community health and welfare, and enhancing quality of life for current and future residents.

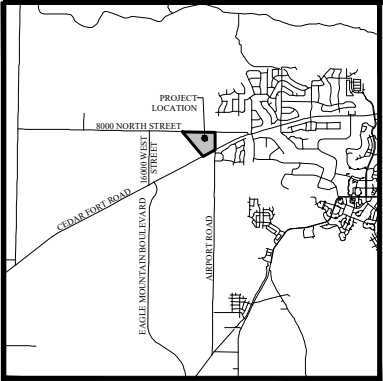
Vicinity Map

LEGEND

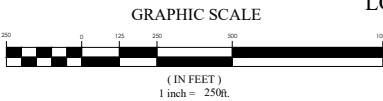
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- PARKS & GREENSPACE
- COMMERCIAL
- MEDICAL
- OTHER



Existing Conditions

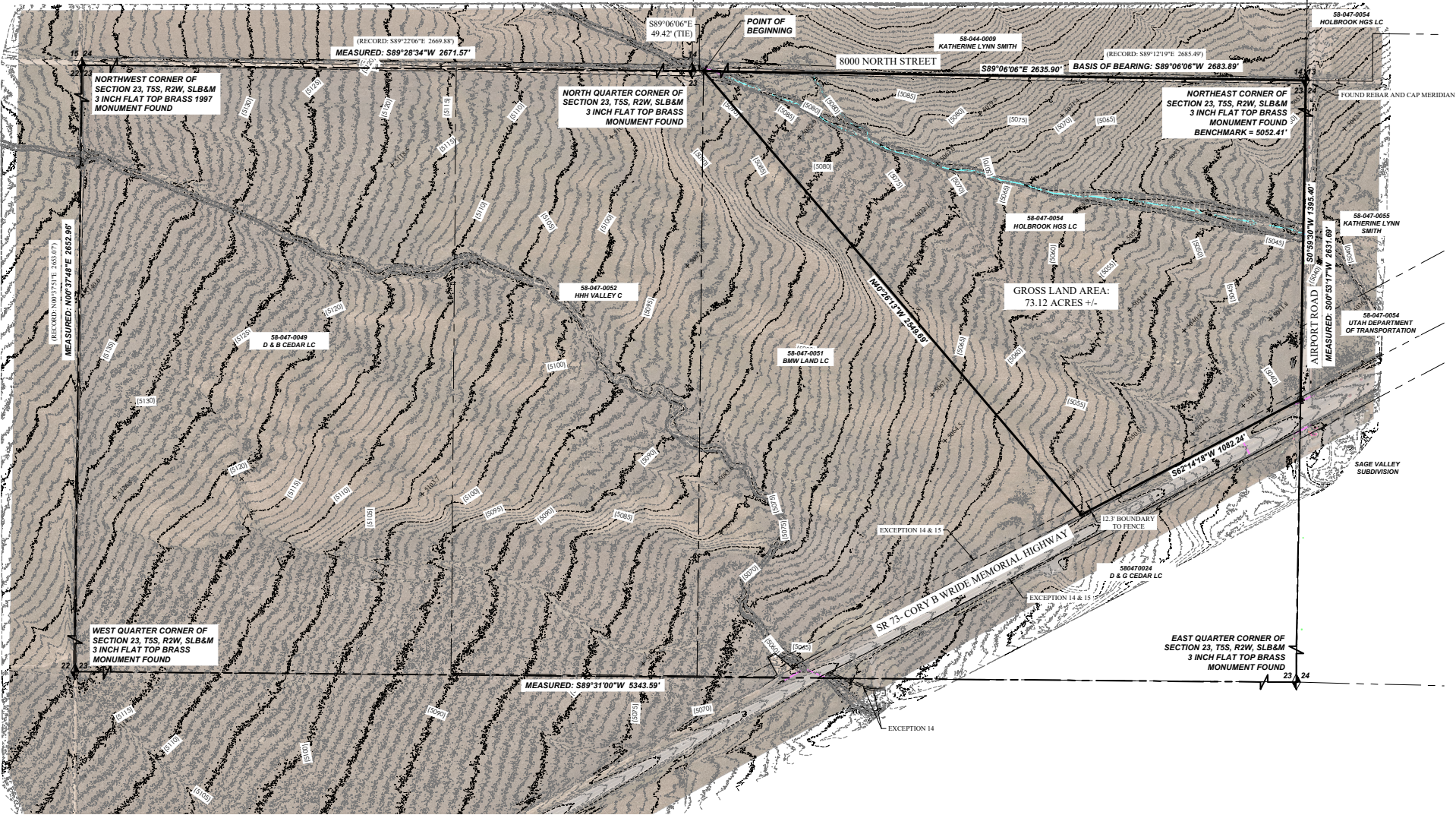


VICINITY MAP
N.T.S.



ALTA/NSPS LAND TITLE SURVEY

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



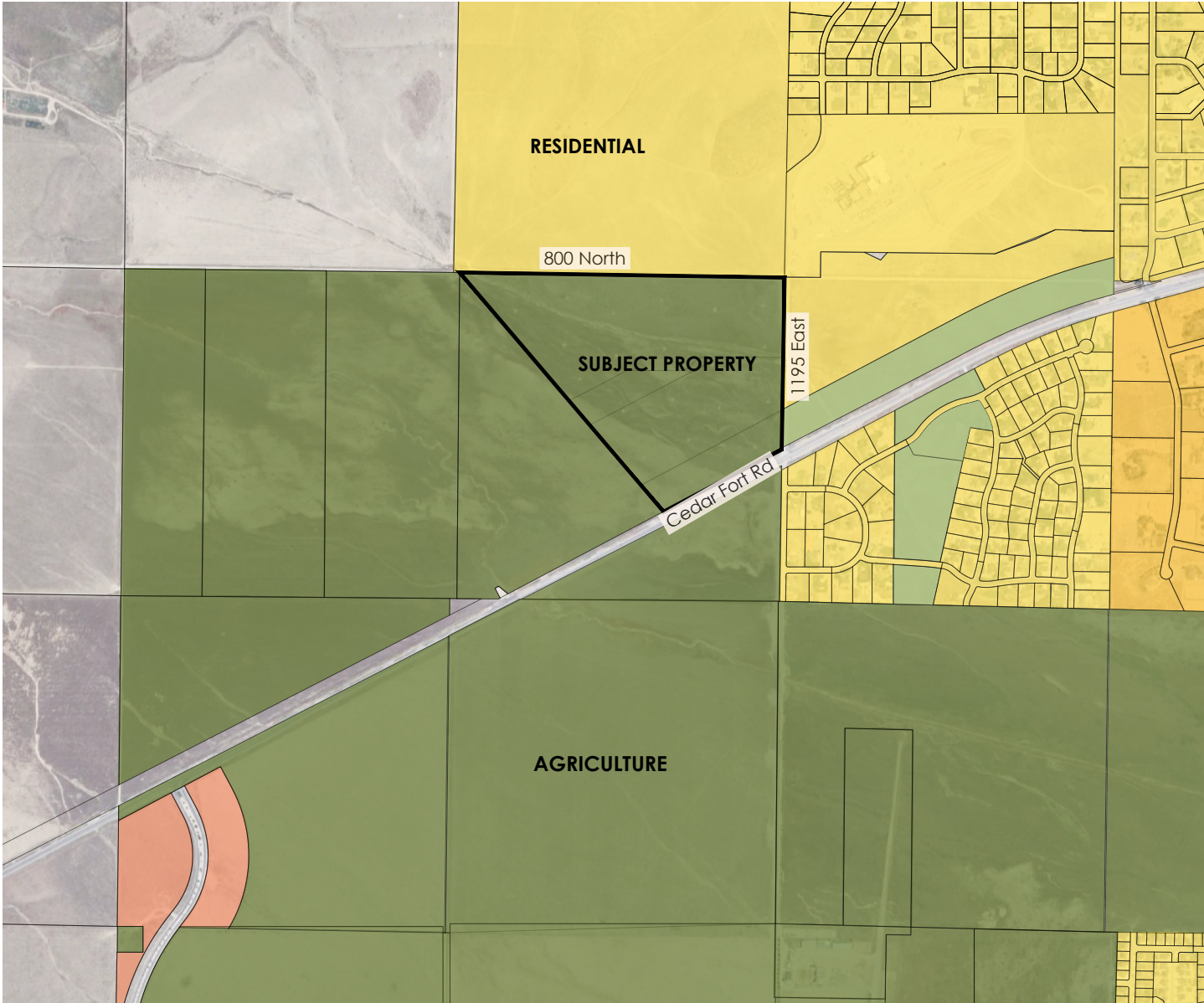
ALTA/NSPS LAND TITLE SURVEY
LOCATION: THE NORTHEAST 1/4 OF SECTION 23, T5S, R2W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY
PROPERTY OF: HOLBROOK HGS LC
PREPARED FOR: IVORY DEVELOPMENT

REVISION BLOCK		DATE	DESCRIPTION
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2	DATE	2	DATE
3	DATE	3	DATE
4	DATE	4	DATE
5	DATE	5	DATE
6	DATE	6	DATE

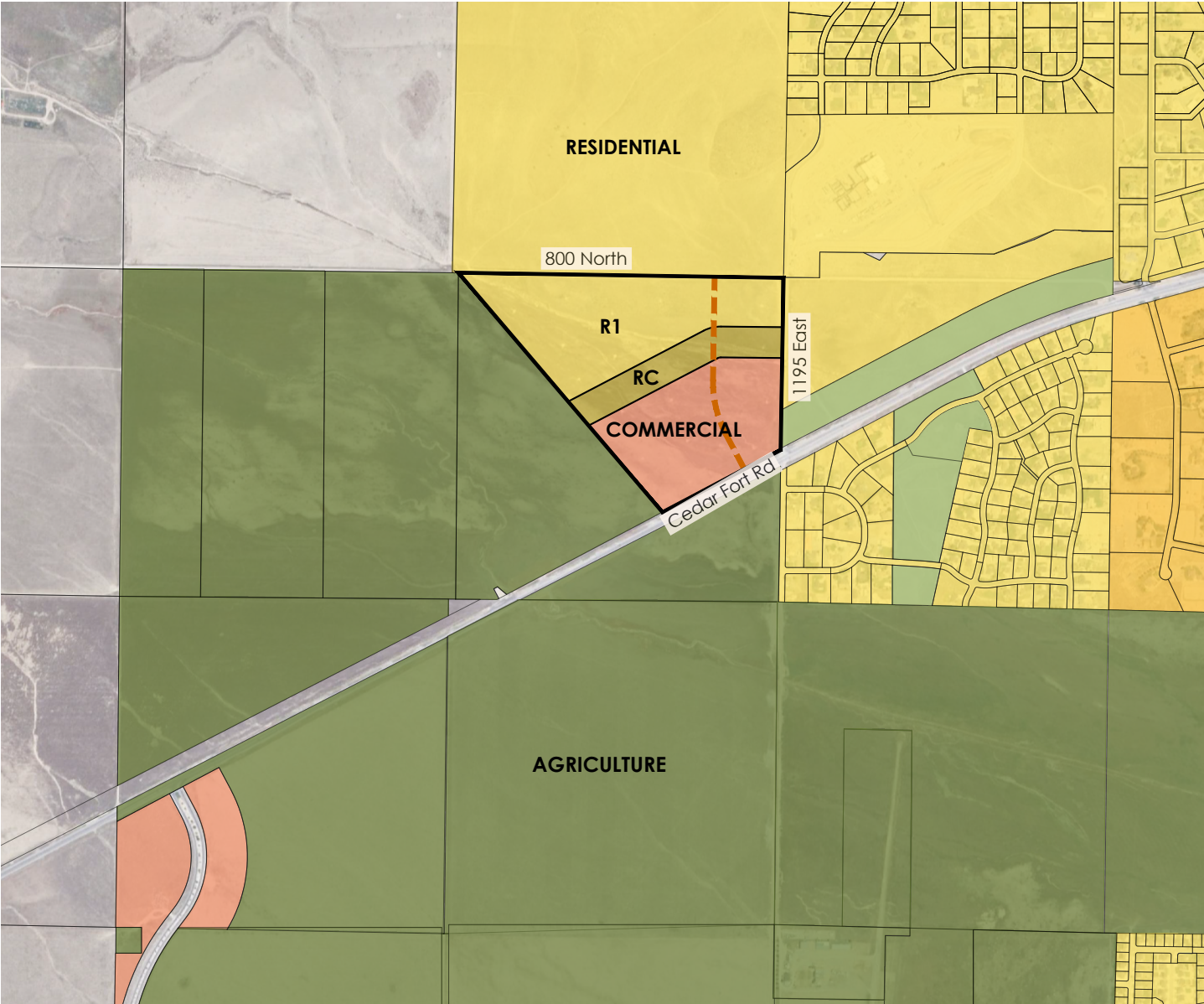
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Scale: 1"=250' Job #: 24-0129
Date: 04/24/2024
Sheet: 2 OF 2

\\FS-2024-04-24-25 Client: Ivory Development, 24-0129, 24-0129, 24-0129, 24-0129, 24-0129, 24-0129

Zoning Map



EXISTING ZONING
Agricultural



PROPOSED ZONING
R1, RC, CC

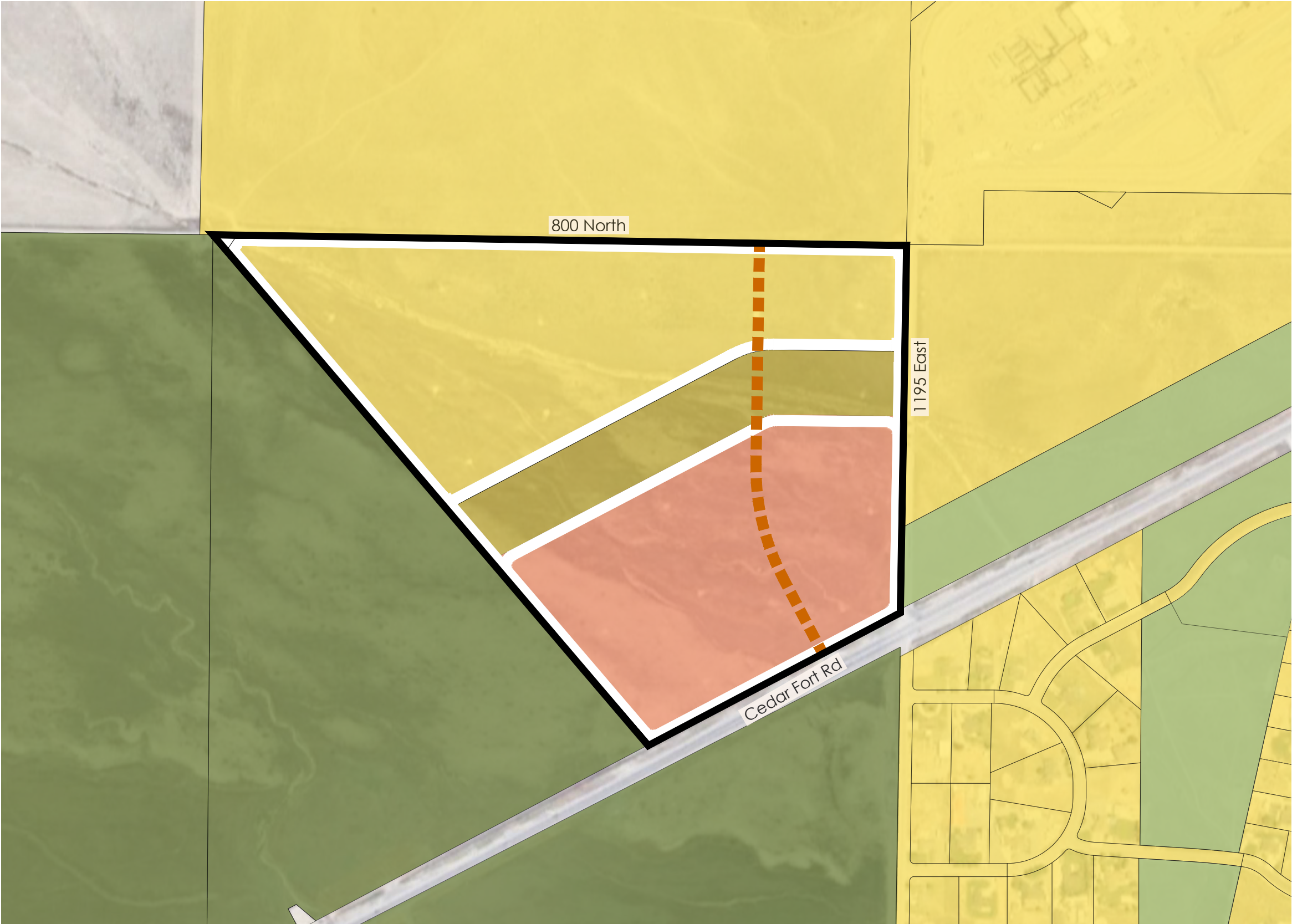
LEGEND

- | | | | |
|---|-----------------------|---|---------------------------------|
|  | PROJECT BOUNDARY |  | RESIDENTIAL (R1, ETC.) |
|  | PROPOSED AIRPORT ROAD |  | RESIDENTIAL (RC) |
|  | AGRICULTURE |  | COMMERCIAL (CC) |
|  | OPEN SPACE |  | CEDAR PASS RANCH (UNDER REVIEW) |

Project Overview

LEGEND

- PROJECT BOUNDARY
- PROPOSED AIRPORT ROAD
- AGRICULTURE
- OPEN SPACE
- NEIGHBORHOOD RESIDENTIAL (R1)
- COMMERCIAL (CC)
- NEIGHBORHOOD RESIDENTIAL (RC)





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Corners Phase 5.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Tamarak Homes, Inc., Eric Yergensen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential One Zone: Residential	1.44 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, amending the General Plan Future Land Use Map for certain lands known as Cedar Corners Phase 5.

BACKGROUND:

This property (Parcel No. 59:007:0092) was originally part of the Cedar Corners residential development. The preliminary plat for the project was approved on January 16, 2007, and showed this section being subdivided into seven lots. The rest of the project has been completed as originally approved. The applicant is seeking to amend the General Plan Future Land Use Map to Neighborhood Residential 2, thus making an associated rezone request to RC zoning compatible.

ITEMS FOR CONSIDERATION:

There are no code specific approval criteria for General Plan amendments.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded (5-0) a favorable recommendation to the City Council.

ATTACHMENTS:

1. Ordinance
2. Exhibit
3. Concept Plan

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE GENERAL PLAN FUTURE LAND USE MAP
FOR CERTAIN LANDS KNOWN AS CEDAR CORNERS PHASE 5**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the General Plan Future Land Use Map for certain lands known as Cedar Corners Phase 5, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan Future Land Use Map for certain lands known as Cedar Corners Phase 5, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby amended to the Future Land Use Designations as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

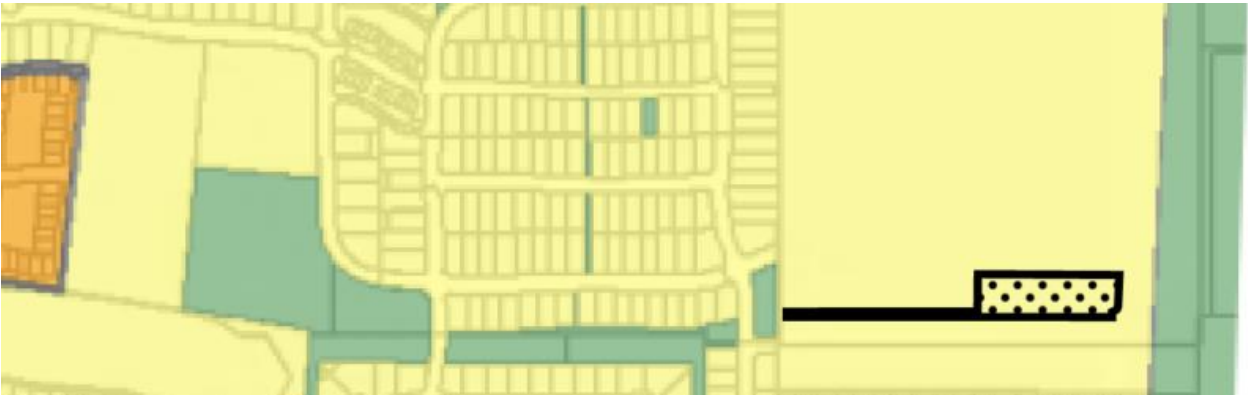
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett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

Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

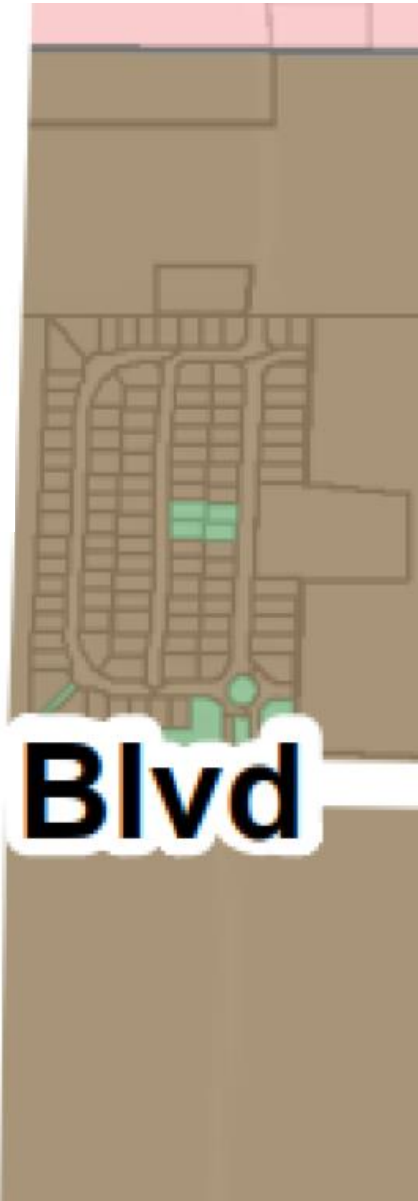
Exhibit A

Cedar Corners Phase 5 General Plan Amendment Proposal



From Neighborhood Residential One
to Neighborhood Residential Two

Eagle Mountain Blvd



LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

- UDOT Highway/Freeway
- City Road Network - Collector & up



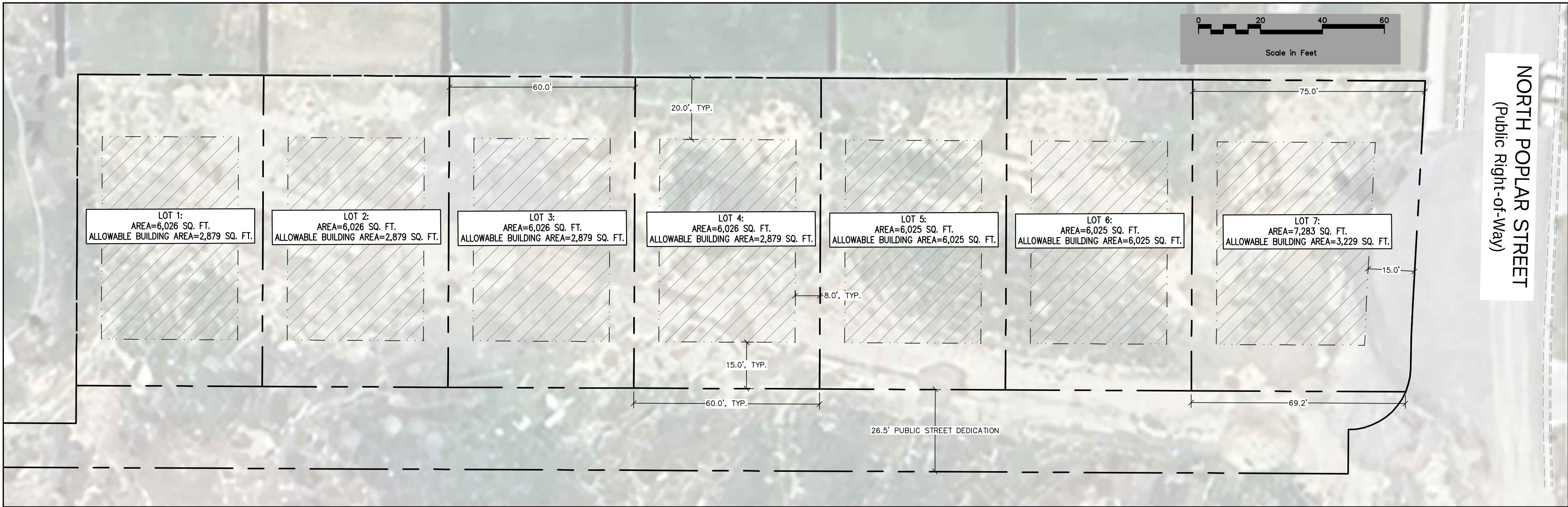
VICINITY MAP
NOT TO SCALE

SITE INFORMATION TABLE:

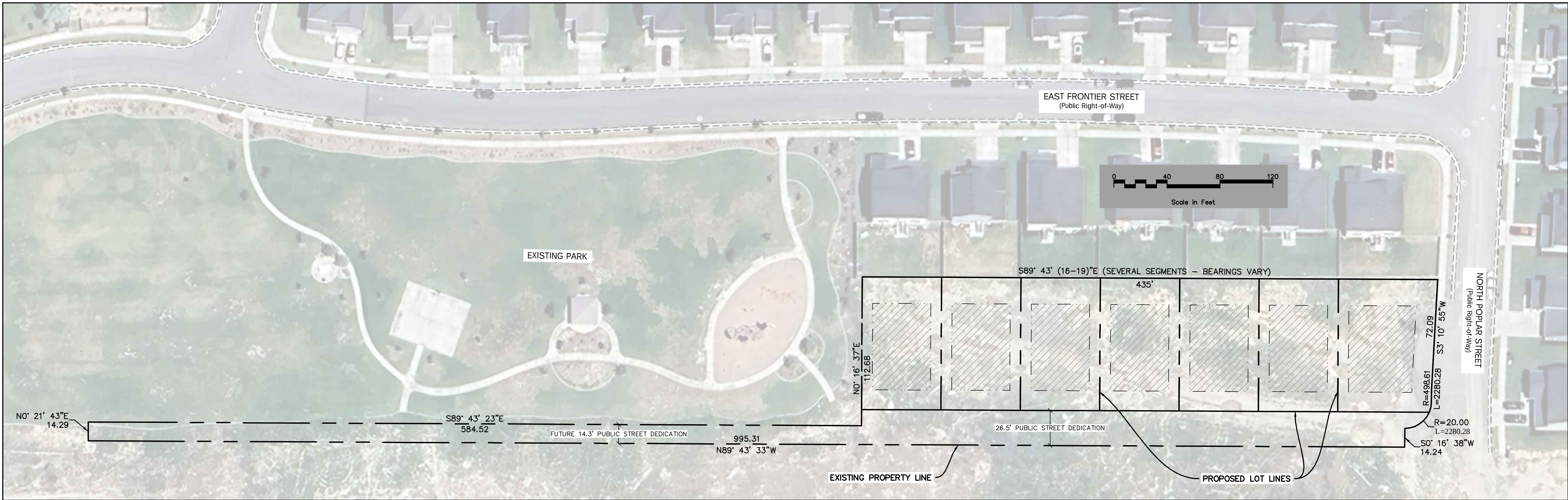
OVERALL PROPERTY=62,831 SQ. FT. (1.44 ACRES)
PUBLIC ROW DEDICATION=19,393 SQ. FT. (0.44 ACRES (PROPOSED AND FUTURE))
CURRENT ZONING: RESIDENTIAL
PROPOSED ZONING: RC
FRONT SETBACK=15' (PER RC ZONE)
SIDE SETBACK=8' (PER RC ZONE)
REAR SETBACK=20' (PER RC ZONE)
MINIMUM LOT SIZE=4,500 SQ. FT. (PER RC ZONE)
MINIMUM LOT SIZE=6,025 SQ. FT. (PROPOSED)
LARGEST LOT SIZE=7,283 SQ. FT.
AVERAGE LOT SIZE=6,000 SQ. FT. (PER RC ZONE)
AVERAGE LOT SIZE=6,205 SQ. FT. (PROPOSED)
MINIMUM LOT FRONTAGE=58' (PER RC ZONE)
MINIMUM LOT FRONTAGE=60' (PROPOSED)

CEDAR CORNERS – PHASE A PLAT 4:
(EXISTING SUBDIVISION NORTH OF PROJECT AREA)

TOTAL AREA=20.76 ACRES
88 LOTS=11.89 ACRES
OVERALL DENSITY=4.24 LOTS/ACRE
SMALLEST LOT SIZE=5,258 SQ. FT.
LARGEST LOT SIZE=7,366 SQ. FT.
AVERAGE LOT SIZE=5,883 SQ. FT.
ROW DEDICATION=4.09 ACRES
OPEN SPACE=4.78 ACRES



NOT FOR
CONSTRUCTION





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Cedar Corners Phase 5.
ITEM TYPE:	General Plan Amendment & Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Tamarak Homes, Inc., Eric Yergensen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential One Zone: Residential	1.44 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, rezoning certain lands known as Cedar Corners Phase 5 from Residential to RC.

BACKGROUND:

This property (Parcel No. 59:007:0092) was originally part of the Cedar Corners residential development. The preliminary plat for the project was approved on January 16, 2007, and showed the property being subdivided into seven lots. The rest of the project has been completed as originally approved. The applicant is seeking to rezone the property to the RC zone, thus allowing seven lots to be constructed. After meeting with Staff, it was determined that the applicant would complete a half-width road across the south end of their property and the adjacent park in conjunction with development.

ITEMS FOR CONSIDERATION:

The criteria for approval for a Rezone are listed in EMMC 17.90.060.

A. Compliance with General Plan: The RC zone is not compatible with the Neighborhood Residential 1 category, which is why the applicant is also proposing to amend the General Plan Future Land Use Map to Neighborhood Residential 2.

B. Compatibility Determination: The proposed RC zone could be viewed as being compatible with the adjacent land uses as it is all residential with similar lot sizes to what is being proposed.

C. City Services: Public services are available to the property and will not overburden capacity.

D. Traffic Generation: The size of the property (1.44 acres) will limit the number of lots possible, so there will not be a significant increase in traffic.

E. **Property Values:** It is not expected that the rezone will negatively impact surrounding property values.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded (5-0) a favorable recommendation to the City Council.

ATTACHMENTS:

1. Ordinance
2. Exhibit
3. Concept Plan

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING
CERTAIN LANDS KNOWN AS CEDAR CORNERS PHASE 5**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Cedar Corners Phase 5, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone for certain lands known as Cedar Corners Phase 5, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby amended to the zones as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of April, 2025.

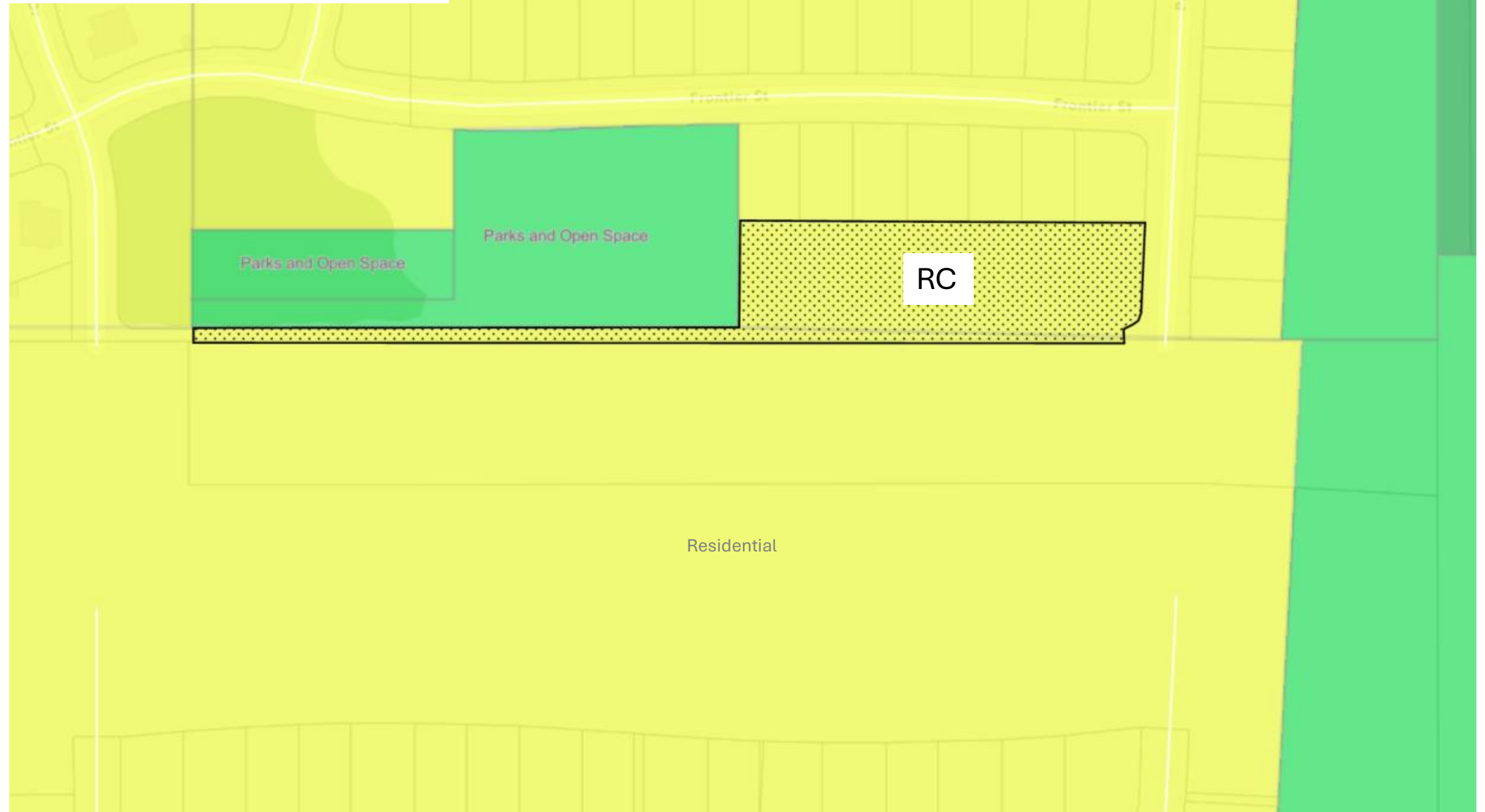
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☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

Cedar Corners Phase 5 Rezone Exhibit





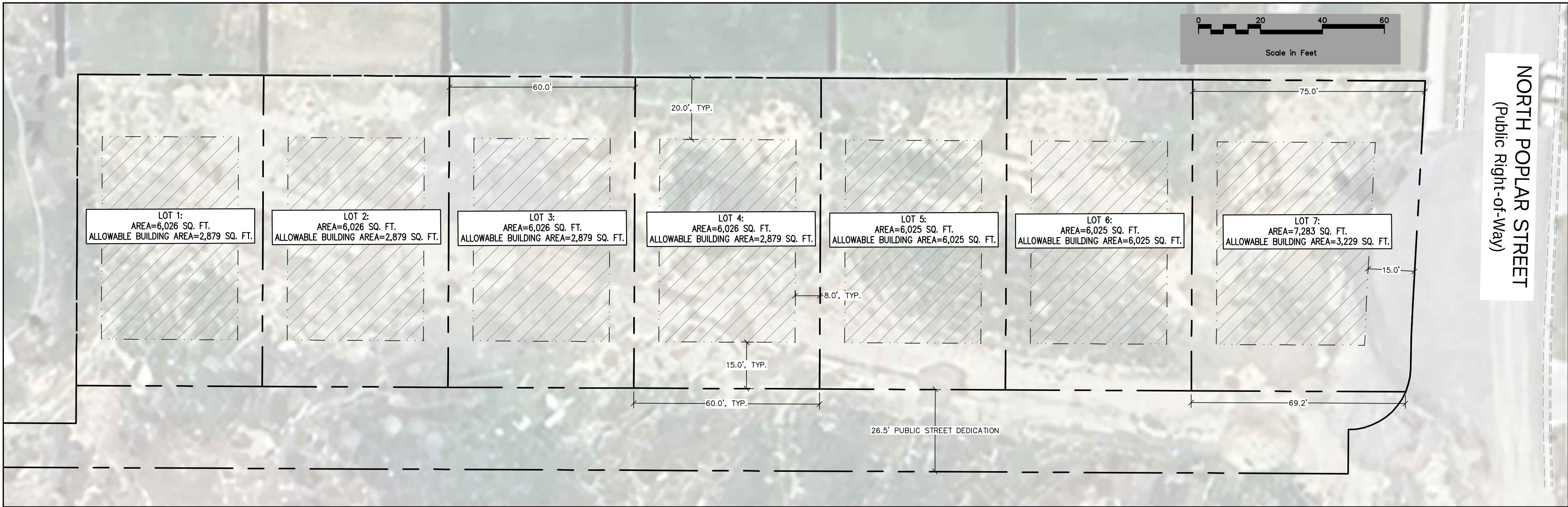
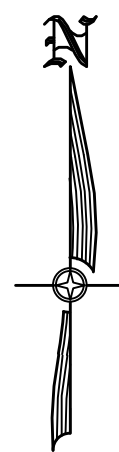
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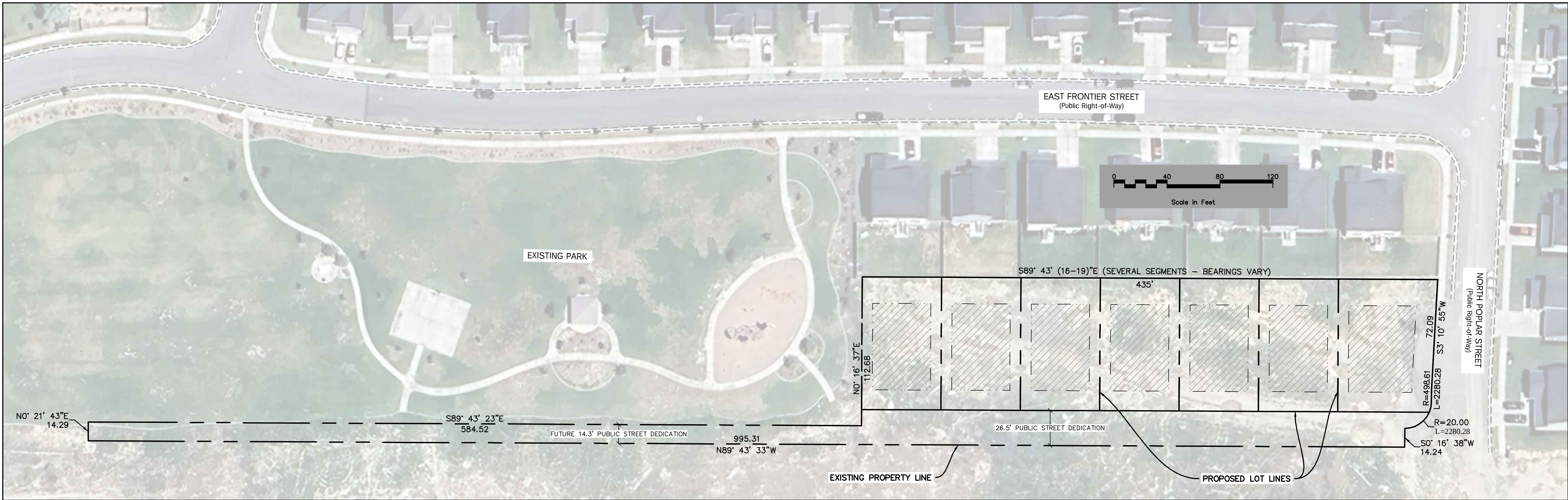
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NOT FOR
CONSTRUCTION





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 15, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Cedar Corners Phase 5 Development Agreement
ITEM TYPE:	Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Tamarak Homes, Inc., Eric Yergensen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential One Zone: Residential	1.44 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve the Cedar Corners Phase 5 development agreement.

BACKGROUND:

On January 7, 2025, the City Council considered the applicant's General Plan amendment and rezone applications. Following the public hearings, the Council tabled the applications and requested that the applicant propose a development agreement that would ensure the subject property is platted and built out as shown on the concept plan.

ITEMS FOR CONSIDERATION:

There are no approval criteria for development agreements. This agreement does include benchmarks for preliminary and final plat approvals, but does not have one for when construction shall begin on the property. The Council may want to consider working with the applicant to establish a benchmark for when construction shall begin.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Development Agreement - Cedar Corners Phase 5

**DEVELOPMENT AGREEMENT
FOR
CEDAR CORNERS PHASE 5**

This Development Agreement for Cedar Corners Phase 5 (“**Agreement**”) is entered into as of this _____ day of April, 2025 (“**Effective Date**”) between Tamarak Homes, Inc., a Utah Corporation (“**Developer**”) and Eagle Mountain City, a Utah municipal corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. Developer owns or controls certain real property within the City’s boundaries that is legally described in Exhibit A (“**Property**”);

B. Developer intends to develop the Property as Single Family Homes in the RC Zone (“**Project**”), in accordance with the Concept Lots and Roads Plan (“**Development Plan**”) attached hereto as Exhibit B. On _____, the Eagle Mountain City Council approved the rezone of the Property.

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below.

D. The parties desire to enter into this Agreement to specify Developer’s rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Agreement** means this Development Agreement between Developer and Eagle Mountain.

1.3. **Applicant** means a person or entity submitting a Development Application.

1.4. **Buildout** means the completion of all of the development on the entire Project.

- 1.5. **Council** means the elected City Council of Eagle Mountain.
- 1.6. **Default** means a material breach of this Agreement as specified herein.
- 1.7. **Developer** means Tamarak Homes, Inc, a Utah Corporation, and its successors in interest or assignees as permitted by this Agreement.
- 1.8. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.9. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.10. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.11. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.12. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the Effective Date.
- 1.13. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.14. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.15. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.16. **Project** means the Cedar Corners project to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
- 1.17. **Property** means the approximately 1.44 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.18. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.
- 1.19. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured

through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

2. **ZONING.** As of the Effective Date, the Property is zoned by the City as RC Residential in accordance with the Development Plan, attached hereto as Exhibit B.

3. **TERM OF AGREEMENT.** This Agreement shall expire and terminate six (6) years from the Effective Date. This Agreement shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this Agreement. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. **VESTED RIGHTS.**

4.1. **General Vesting.** The Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this Agreement grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509, which is incorporated into this Agreement. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code Ann. § 10-9a-509 (1)(e).

4.2. **Exceptions.** The vested rights set forth in Section 4.1, and restrictions on the applicability of Eagle Mountain's Future Laws to the Project, are subject to the following exceptions:

4.2.1 **Developer Agreement.** Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

4.2.2. **State and Federal Compliance.** Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

4.2.3. **Codes.** Any of Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code,

the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

4.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 *et seq*;

4.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this Agreement), and this Agreement.

5.2 **Development Plan.** Developer shall develop the Project in accordance with the Development Plan attached hereto as Exhibit B. Unless otherwise shown on Exhibit B, the project's road and infrastructure construction, including the collector roads along the exterior of the project, shall correspond with adjoining residential development.

5.3 **Standard for Approval.** All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

5.5 **Changes to Project.** No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Development Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads. Modifications to

a subdivision plat which do not constitute material modifications may be made with the consent of City Planning Director prior to plat recording.

5.6 **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. **INFRASTRUCTURE.**

6.1 **Roads.**

6.1.1 **Internal Roads.** Developer shall be required to construct all roads within the Project and shown on the Development Plan. Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of 24 feet of asphalt. City may, in its discretion, require Developer to upsize roads. The City shall notify ("Notification") Developer in writing in accordance with the requirements of Section 20 of this Agreement. The City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of any upsized roads.

6.1.2 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the current zone (i.e. pre-development) value of the land as of the date of the Notification.

6.3 **Utilities.**

6.3.1 **Offsite Sewer.** The sanitary sewer for the project will need to connect to Poplar or Maple Street, to the East or West of the Project. This is anticipated to extend within the _____ right-of-way. Upsizing of this sewer line may be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.2 **Offsite Water.** Some upsizing of water lines may be required of Developer in accordance with the City's master utilities plans. Developer shall receive approval of utility plans by the City Engineer prior to plat approval. The Reimbursable Costs for any upsizing beyond the size required by the Project itself will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.3 **Water Rights.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall dedicate water rights to the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied.

6.4 **Easements.** Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.5 **Agreement to Cooperate.** Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.6 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** The following development benchmarks shall occur. The first preliminary plat or site plan for the Project shall be submitted for approval within 6 Months from the Effective Date. Final plat shall be approved within 2 years from the date of preliminary plat approval.

8. **DEFAULT.**

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

8.2.3 **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

8.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

9. **DEVELOPER'S EXCLUSIVE REMEDY.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and

Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. ASSIGNABILITY. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed.

11.1 Notice. Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

11.2. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds.

11.3. Assignees Bound by Agreement. Developer's assignees shall be bound by the terms of this Agreement.

12. RECORDING OF AGREEMENT. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. SEVERABILITY. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. TIME OF PERFORMANCE. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to

complete the same as soon as reasonably practicable.

15. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. STATE AND FEDERAL LAW. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. NO WAIVER. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived.

18. ENTIRE AGREEMENT. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

19. APPLICABLE LAW. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

20. NOTICES. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

Tamarak Homes, Inc
PO Box 452
Lehi, Utah 84043

with a copy to:

To the City:

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

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. HOLD HARMLESS. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business days prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. TITLE AND AUTHORITY. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this

Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this ____ day of _____, 2025.

DEVELOPER

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
)ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of _____, a ____ limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this ____ day of _____, 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Gina Olsen, City Recorder

Approved as to form:

Marcus Draper, City Attorney

Exhibit List

Exhibit A – Legal Description
Exhibit B - Development Plan

Exhibit A

Commencing South 3884.25 feet and East 1890.63 feet from the Northwest Corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°43'19" East 65 feet; thence South 89°43'17" East 58 feet; thence South 89°43'19" East 58 feet; thence South 89°43'18" East 65 feet; thence South 89°43'16" East 57 feet; thence South 89°43'19" East 57 feet; thence South 89°43'18" East 75.05 feet; thence South 3°10'55" West 72.09 feet; thence along a curve to the left (chord bears: South 1°58'54" West 20.86 foot, radius = 498.61 feet); thence along a curve to the right (chord bears: South 45°31'52" West 28.16 foot, radius = 20 feet); thence South 0°16'38" West 14.24 feet; thence North 89°43'33" West 995.31 feet; thence North 0°21'43" East 14.29 feet; thence South 89°43'23" East 584.52 feet; thence North 0°16'37" East 112.68 feet to beginning.

Tax Parcel No.: 59:007:0092

Exhibit B



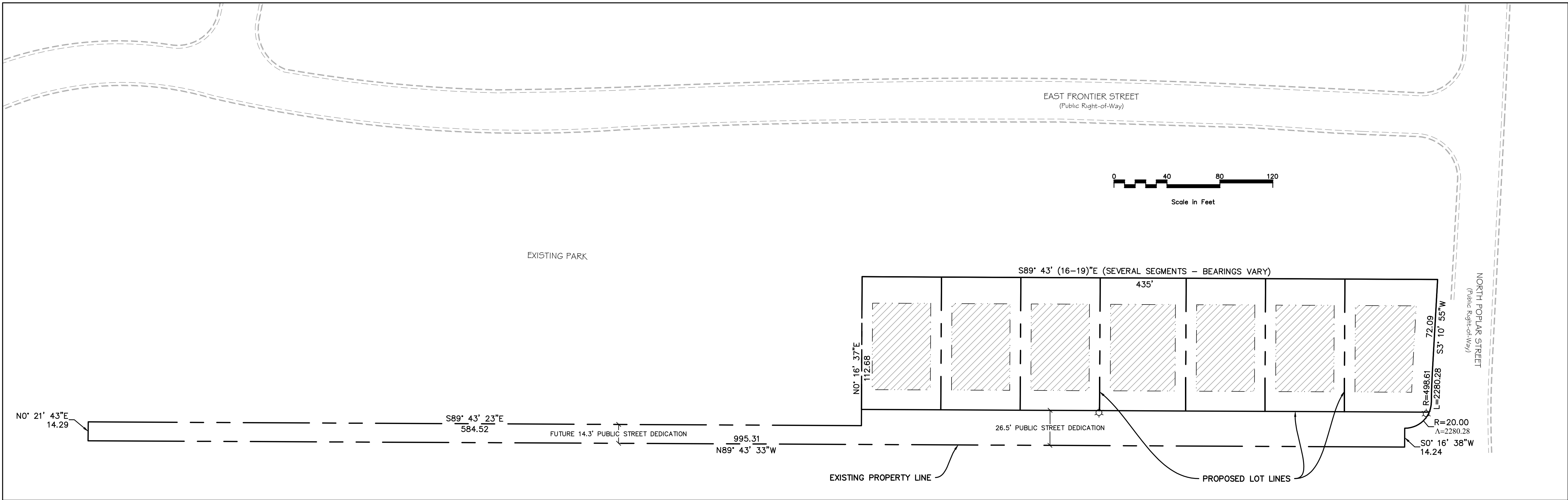
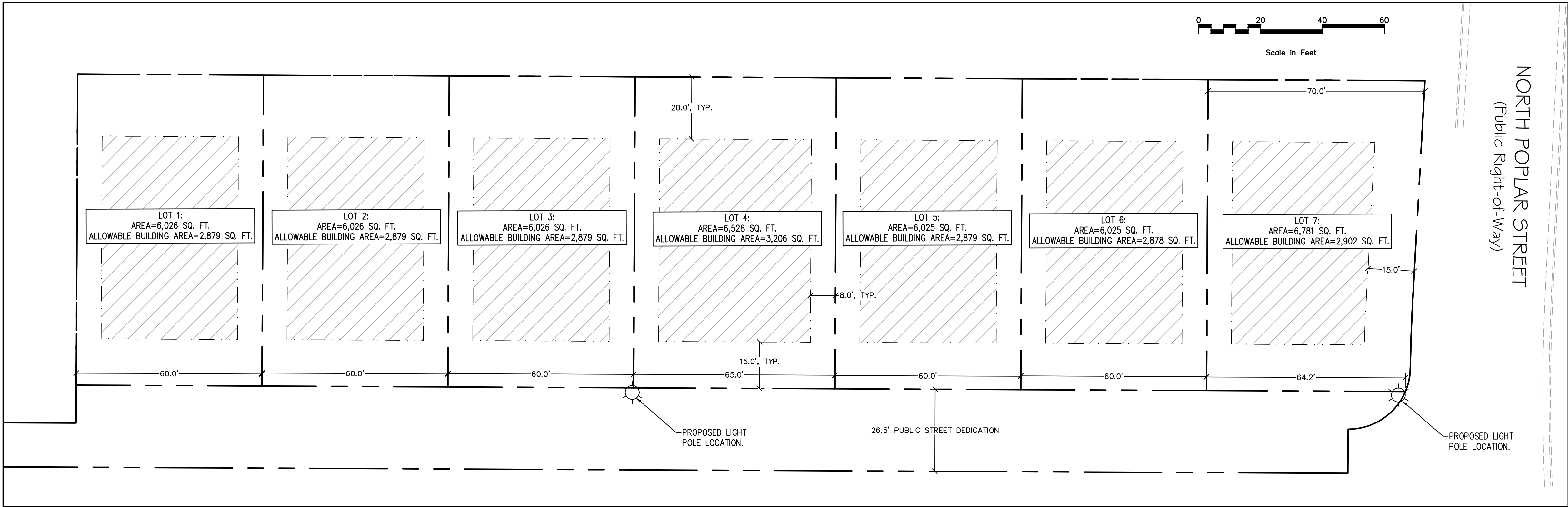
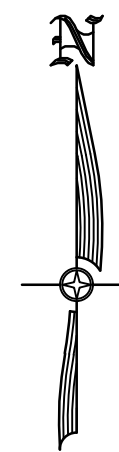
VICINITY MAP
NOT TO SCALE

SITE INFORMATION TABLE:

OVERALL PROPERTY=62,831 SQ. FT. (1.44 ACRES)
PUBLIC ROW DEDICATION=19,393 SQ. FT. (0.44 ACRES (PROPOSED AND FUTURE))
CURRENT ZONING: RESIDENTIAL
PROPOSED ZONING: RC
FRONT SETBACK=15' (PER RC ZONE)
SIDE SETBACK=8' (PER RC ZONE)
REAR SETBACK=20' (PER RC ZONE)
MINIMUM LOT SIZE=4,500 SQ. FT. (PER RC ZONE)
MINIMUM LOT SIZE=6,025 SQ. FT. (PROPOSED)
LARGEST LOT SIZE=7,283 SQ. FT.
AVERAGE LOT SIZE=6,000 SQ. FT. (PER RC ZONE)
AVERAGE LOT SIZE=6,205 SQ. FT. (PROPOSED)
MINIMUM LOT FRONTAGE=58' (PER RC ZONE)
MINIMUM LOT FRONTAGE=60' (PROPOSED)

CEDAR CORNERS – PHASE A PLAT 4:
(EXISTING SUBDIVISION NORTH OF PROJECT AREA)

TOTAL AREA=20.76 ACRES
88 LOTS=11.89 ACRES
OVERALL DENSITY=4.24 LOTS/ACRE
SMALLEST LOT SIZE=5,258 SQ. FT.
LARGEST LOT SIZE=7,366 SQ. FT.
AVERAGE LOT SIZE=5,883 SQ. FT.
ROW DEDICATION=4.09 ACRES
OPEN SPACE=4.78 ACRES



CIVIL ENGINEERING + SURVEYING		PROJECT ENGINEER: SDT	
10718 SOUTH BECKSTEAD LANE, STE. 102 SOUTH JORDAN, UT 84095		BY DATE	
DESIGNER: SDT		REVISIONS	
EAGLE MOUNTAIN RESIDENTIAL CONCEPT		SHEET NO. EXH1	
4128 EAST FRONTIER STREET, EAGLE MOUNTAIN, UTAH 84005		PROJECT ID: A-1000	
CONCEPT LOTS AND ROADS PLAN		DATE: 09/11/24	
		FILE NAME: PRJ-EME	
		SCALE:	

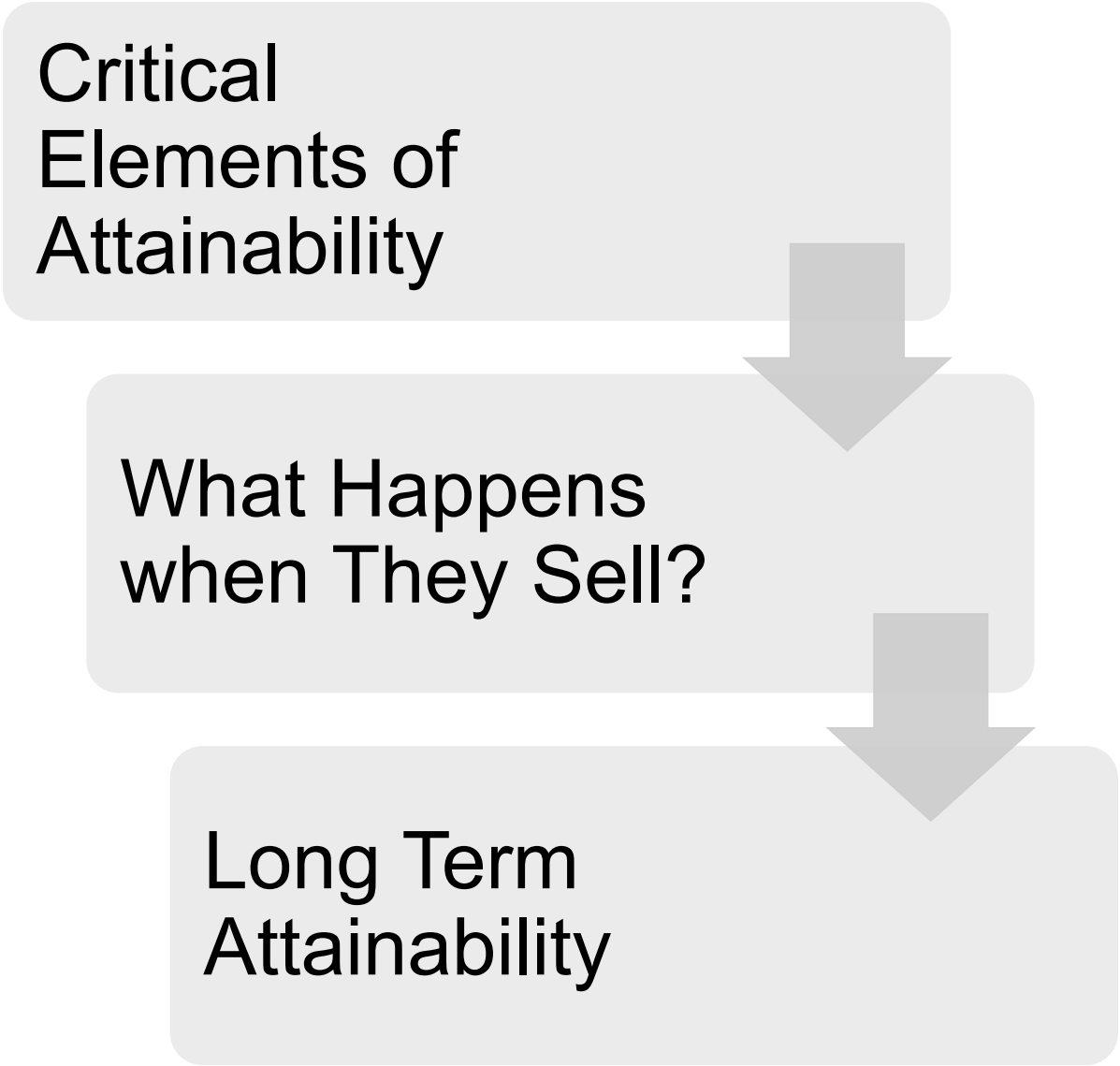


ATTAINABLE HOUSING AT TRIUMPH

A Collaborative Approach
to Attainable Housing

KEY DISCUSSION ITEMS

Critical
Elements of
Attainability



```
graph TD; A[Critical Elements of Attainability] --> B[What Happens when They Sell?]; B --> C[Long Term Attainability];
```

What Happens
when They Sell?

Long Term
Attainability

CRITICAL ELEMENTS OF ATTAINABILITY

What follows is a consolidation of insights from focus groups conducted by Beth Fewkes and the City, together with our own research. We're seeking feedback to create a cohesive plan aligned with the Council's and Staff's vision for attainable housing.



WHO ARE THEY?

Ruth:

- After her husband's passing, Ruth moved to Eagle Mountain two years ago to be with family
- Independent and likes to keep busy
- Works at City Library = **\$15/hour**
- Social Security income = **\$2,800/month**
- Combined income: **\$59k/year** (77% AMI)
- Qualifies for a **\$337k** purchase price



Eli & Jessica:

- Both raised in Eagle Mountain and recently married, Jessica attends UVU remotely
- Looking to stay close to nearby family
- Eli works for Tyson Meat = **\$22/hour**
- Jessica is a part-time Teacher's Assistant = **\$13.50/hour**
- Combined income: **\$66k/year** (75% AMI)
- Qualify for a **\$370k** purchase price

WHAT ELI & JESSICA CAN AFFORD IN EAGLE MOUNTAIN

Cold Springs Townhome

- List Price: **\$354,990**
- 1,181 Finished Square Feet
- 2 Bedrooms
- 23 Years Old
- Location: Cold Springs





WHAT RUTH CAN AFFORD IN EAGLE MOUNTAIN

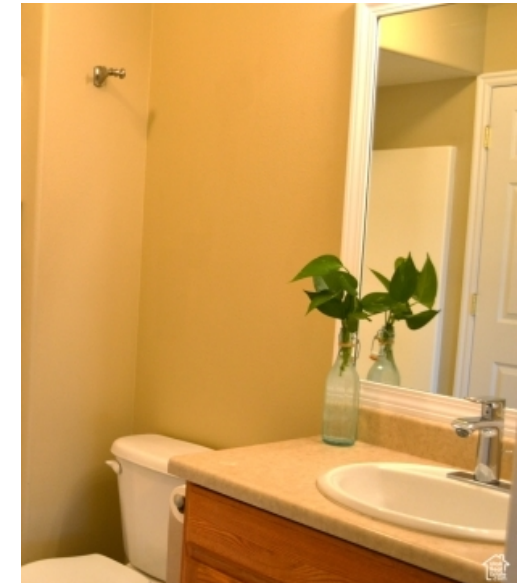
E and Jessica have a selection of **four** different townhomes they can afford within Eagle Mountain and a number of different condominium products. They cannot afford a single-family home and most multi-family products they can afford are aged and come with looming big ticket maintenance expenses.

Although there are homes on the market that are listed for less than \$370k, they are all multifamily products which carry hefty HOA fees. The HOA fees significantly affected the purchase price they could afford.

WHAT RUTH CAN AFFORD IN EAGLE MOUNTAIN

Willow Springs Condo

- List Price: **\$294,000**
- 1,568 Finished Square Feet
- 3 Bedrooms
- 79 Years Old
- Location: Willow Springs





WHAT RUTH CAN AFFORD IN EAGLE MOUNTAIN

There are currently **four** homes on the market that Ruth could afford in Eagle Mountain. All of which are condos within the Willow Springs complex. Her selection is very limited and owning a home in Eagle Mountain is subject to turnover within Willow Springs.

This scenario assumes that Ruth has minimal debts and a reasonable credit score. Changes to her financial situation, without considering income, could further limit her selection of homes or eliminate the ability for her to own any home in Eagle Mountain.

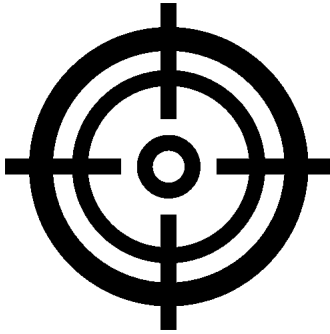
AMI STATS FOR TARGET BUYER

Household Size	80% AMI	120% AMI
1	\$61,050	\$91,600
2	\$69,750	\$104,700
3	\$78,500	\$117,800
4	\$87,200	\$131,400
5	\$94,200	\$141,300
6	\$101,200	\$151,800
7	\$108,150	\$151,800
8	\$115,150	\$151,800

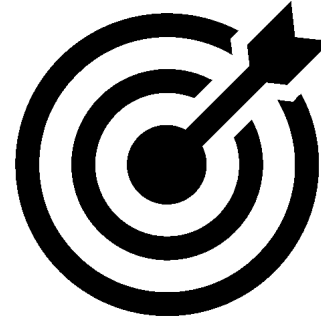
At prevailing rates today and assuming reasonable credit and debt to income ratios, we can reach a buyer who makes a minimum of \$63,000 annually at a purchase price of \$350k.

With the help of the City, we hope to be able to provide a quality single-family product that Ruth, Eli, and Jessica can all afford.

TARGETS FOR PRICE AND PRODUCT



TARGET PRICE RANGE:
LOW TO MID 300'S

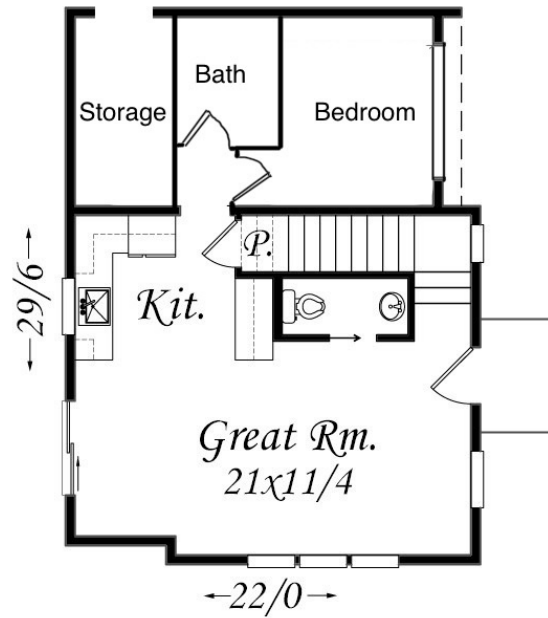


TARGET SQUARE
FOOTAGE: 800 - 1,100 SQ FT

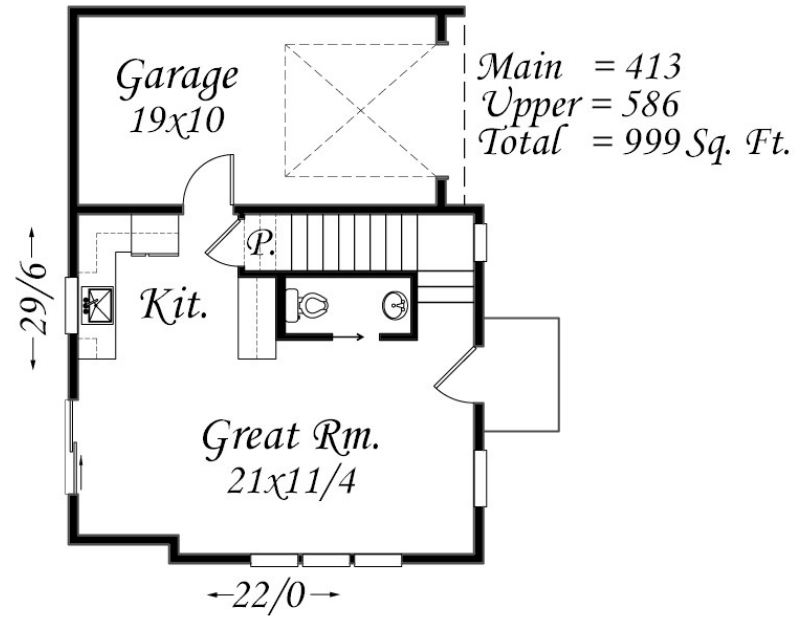
WHAT COULD
IT LOOK LIKE?



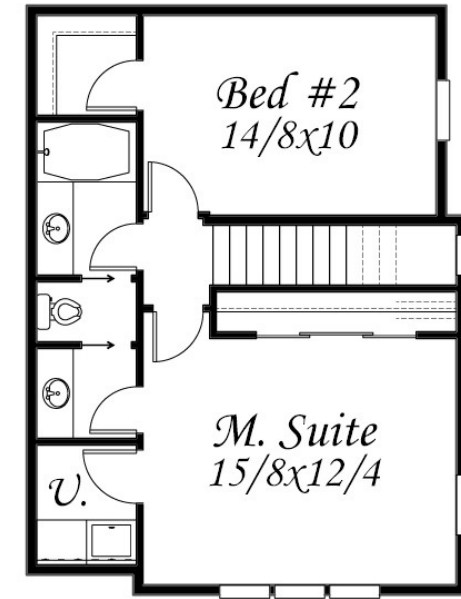
Main Floor Version 1



Main Floor Version 2

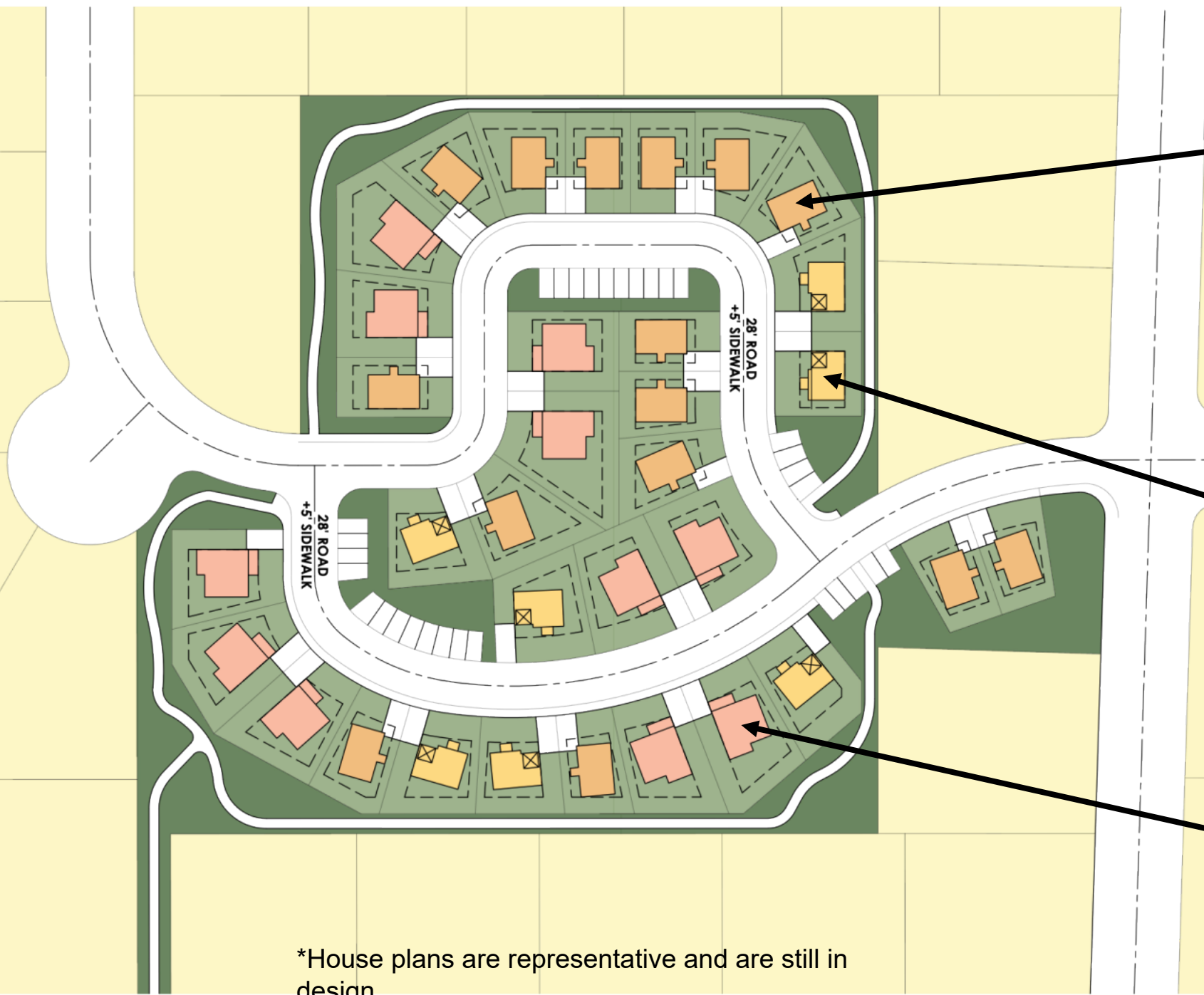


Upstairs
S



BLUE BIRD FLOOR PLAN





Berd
Barn

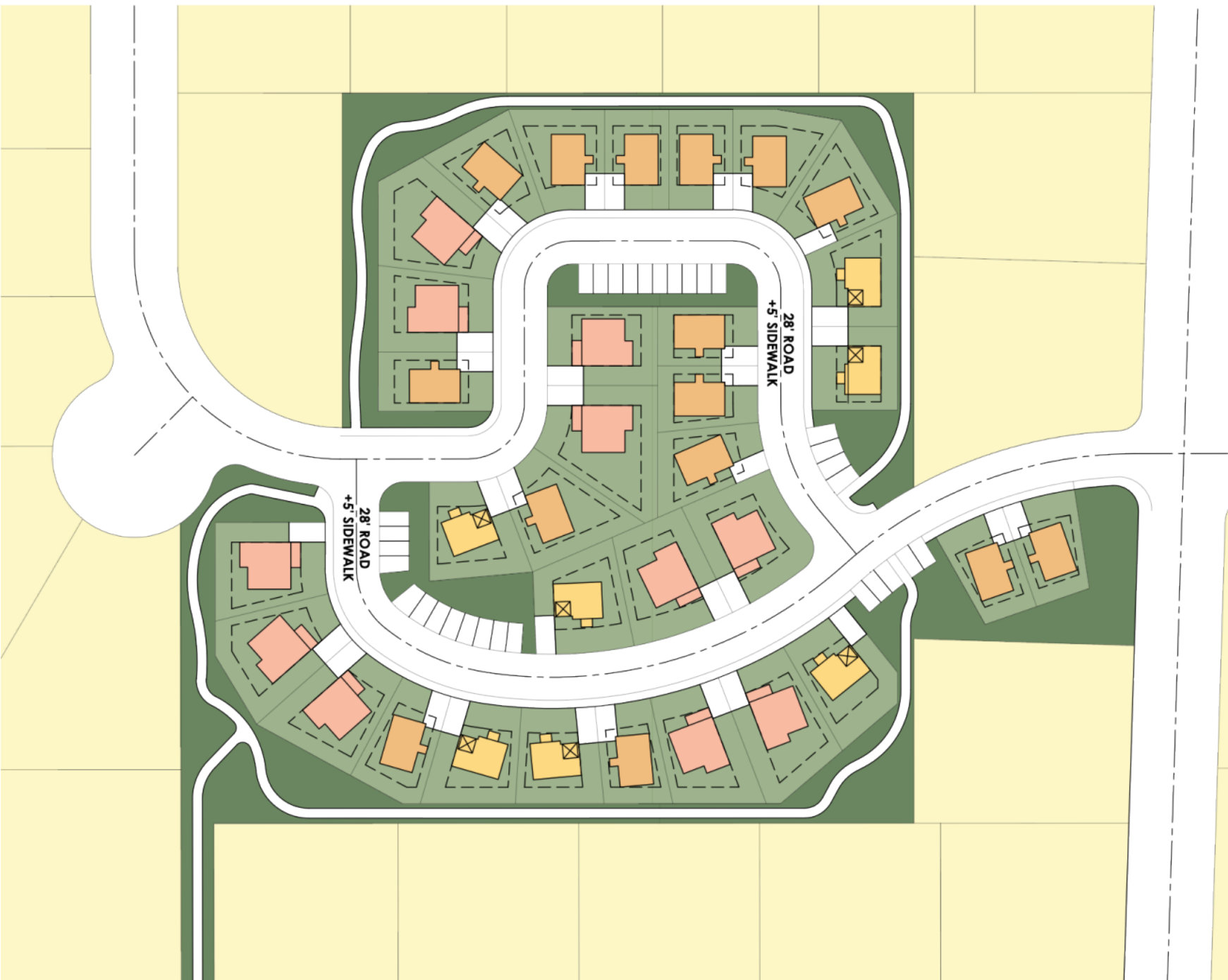


Blue
Bird



Adelle

*House plans are representative and are still in design



CONCEPT TABULATIONS

TOTAL ACREAGE:	±4.5 ACRES
TOTAL POD 1 LOTS:	33 LOTS
TOTAL GUEST PARKING:	31 STALLS

LEGEND

	BERD BARN - 1 BED X 1.5 BATH, 981 SQFT (15)
	ADELLE - 2 BED X 2 BATH, 854 SQFT (11)
	BLUE BIRD - 2 BED X 2 BATH, 999 SQFT (7)
	PRIVATE OPEN SPACE
	PUBLIC OPEN SPACE

SETBACKS

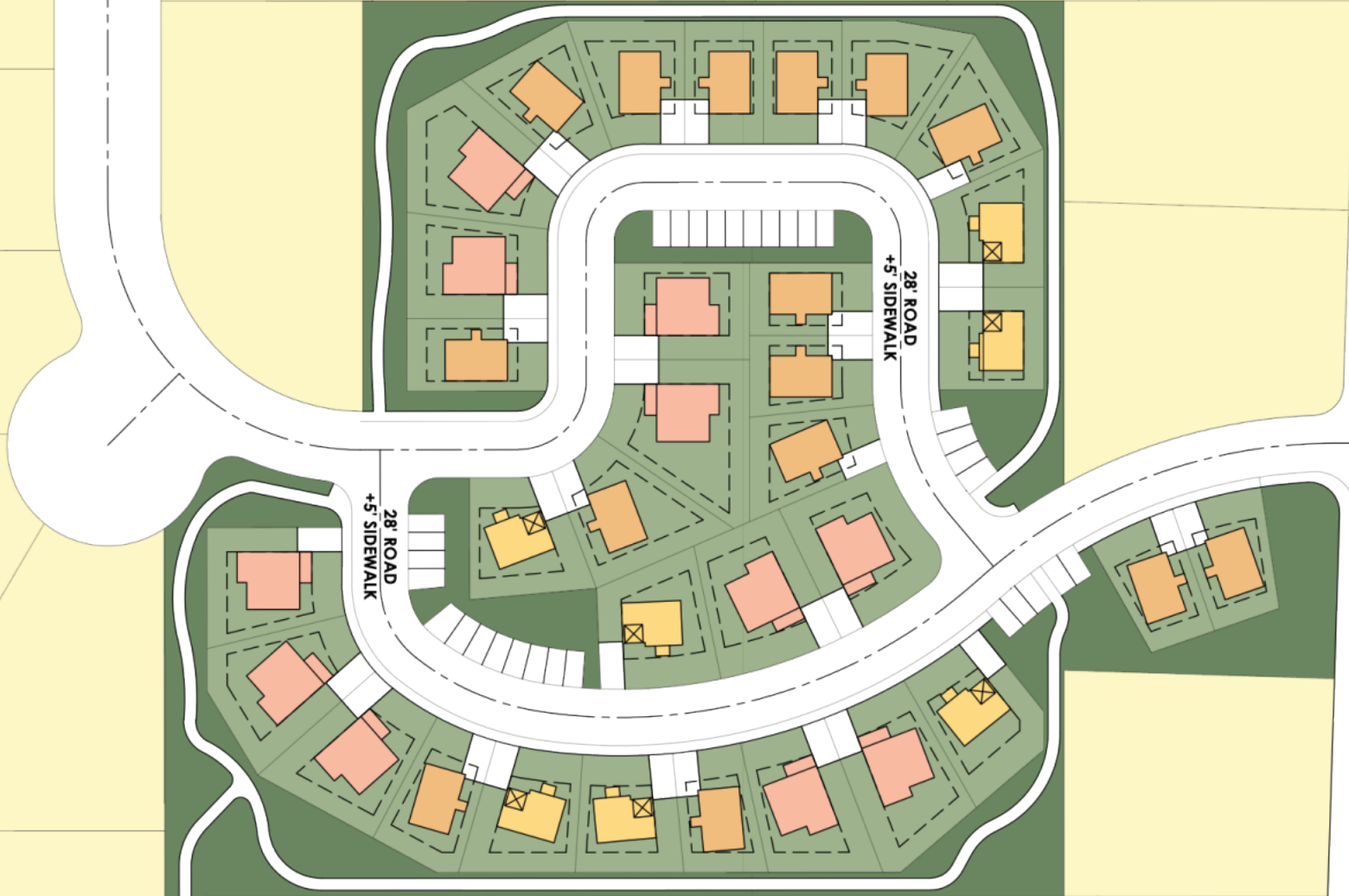
FRONT:	15'
REAR:	10'
CORNER SIDE:	15'
INTERIOR SIDE (BERD BARN):	5' ON BOTH SIDES
INTERIOR SIDE (ADELLE):	5' & 12' ON DRIVEWAY SIDE
INTERIOR SIDE (BLUE BIRD FRONT-LOAD):	5' ON BOTH SIDES
INTERIOR SIDE (BLUE BIRD SIDE-LOAD):	5' & 12' ON DRIVEWAY SIDE

THE CONCEPT

- Small nodes integrated within a larger community
- Buffers between larger lots
- Lot sizes are tailored to specific floor plans
- Small single-family

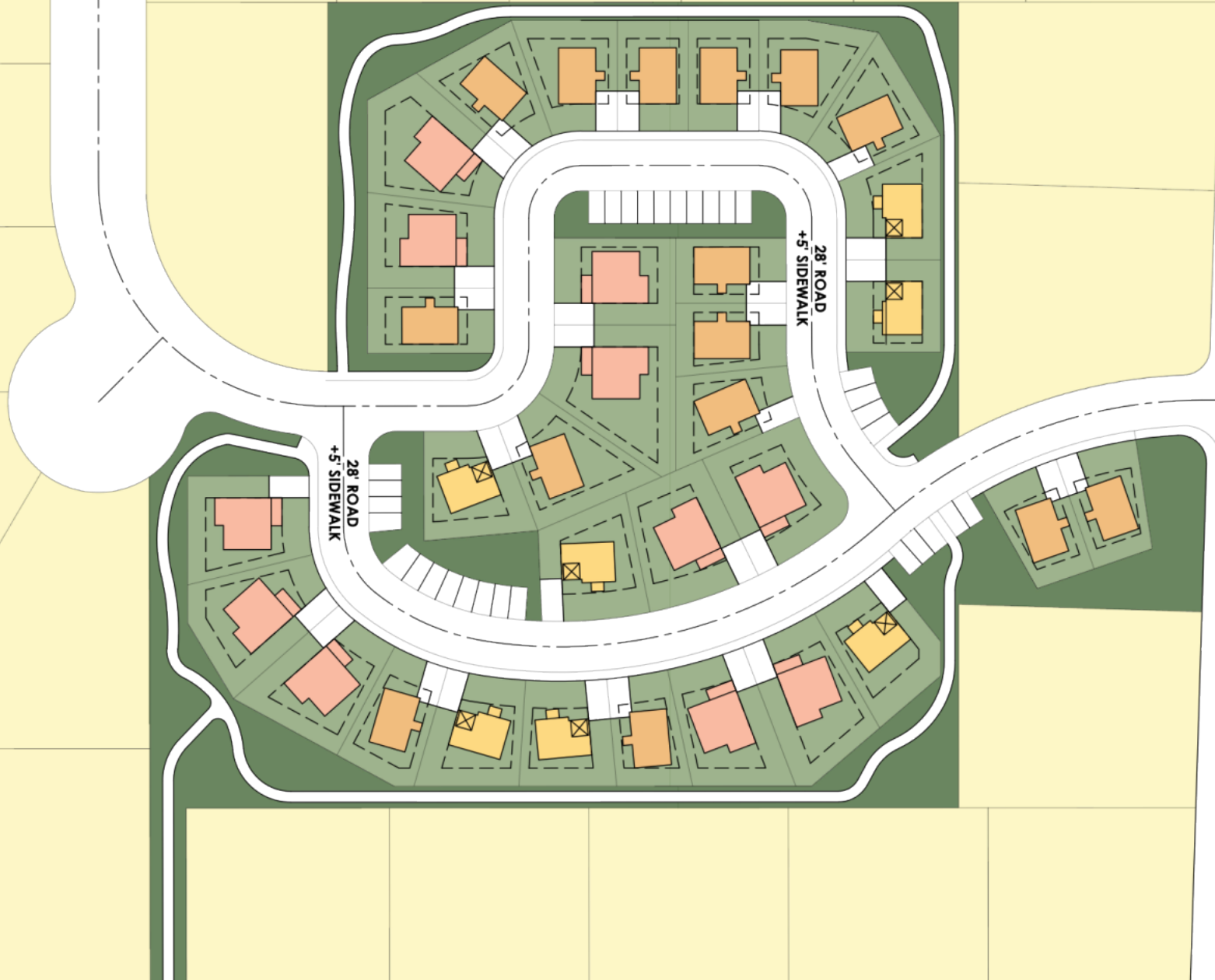
DISCUSSION ITEMS

- Transitional open space from larger lots
- All water-wise landscaping (common areas and resident yards)
- Lots custom fit for housing footprint
- No parks or fees in lieu of parks (connected by a trail system and residents benefit from the nearby 4-acre city park)



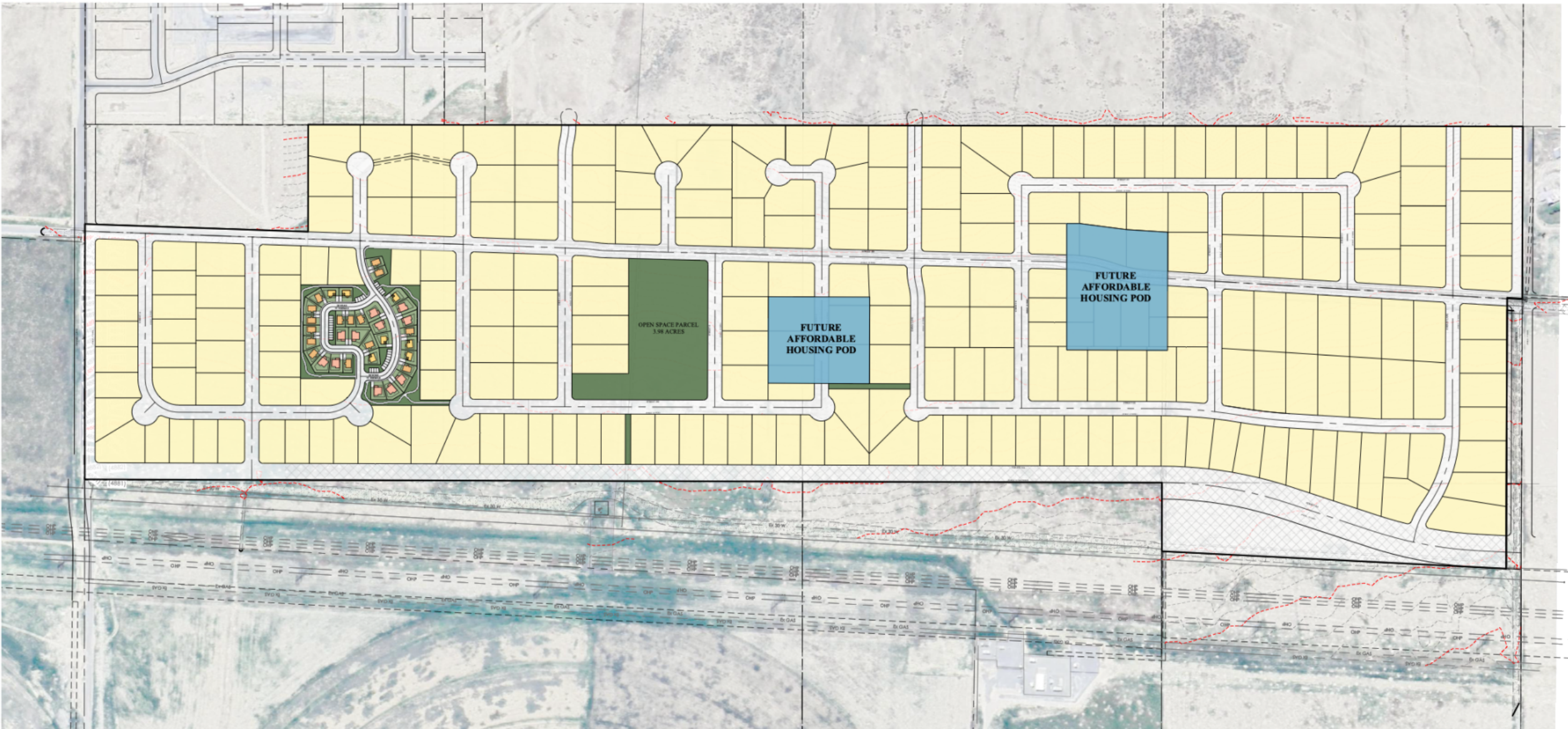
ADDITIONAL DISCUSSION ITEMS

- Sidewalks limited to one side of the street (includes an integrated trail system in the surrounding open space)
- No on-street parking allowed
- Narrower road profile
 - **Road Profile**
Standard: 55'
Our profile: 33'



NO GARAGE - STORAGE SOLUTIONS





ATTAINABLE HOUSING PODS INTEGRATED WITHIN TRIUMPH

WAYS TO HIT THE TARGET



CONTRIBUTIO

DEVELOPER



Land:

Strategic location for housing development



Planning & Design:

Creating efficient, livable spaces



Construction:

Building quality, cost-effective homes



Deed Restrictions:

Encourage long-term affordability

CITY



City Maintained Infrastructure:

Eliminates HOA fees



RDA Fund Appropriations:

Rate buy downs, down payments



Customized Construction Standards:

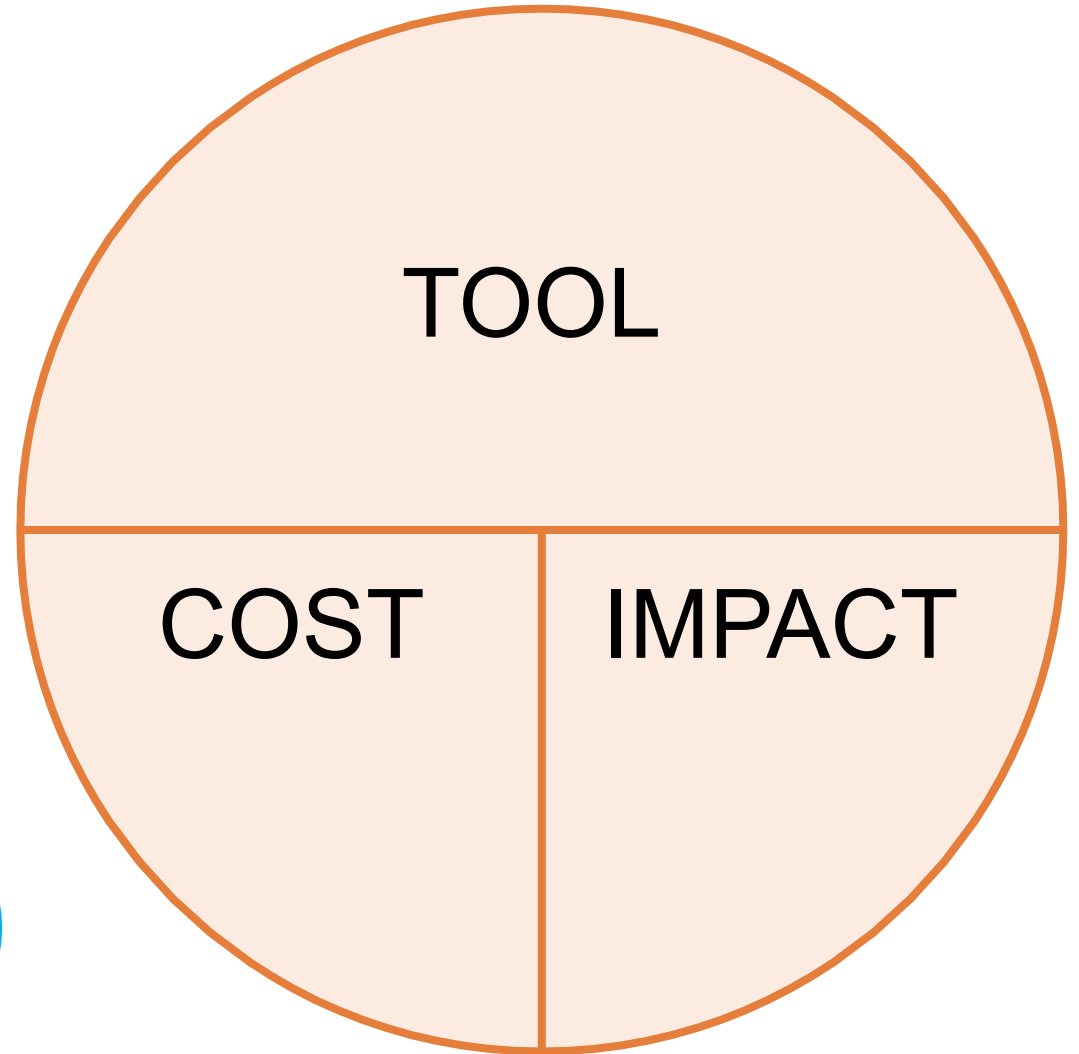
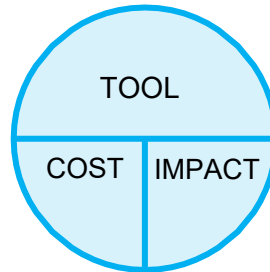
Promotes a more attainable product



Water Rights: Culinary & Irrigation

TOOLS IN THE TOOLBOX

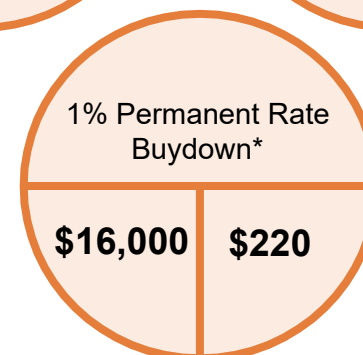
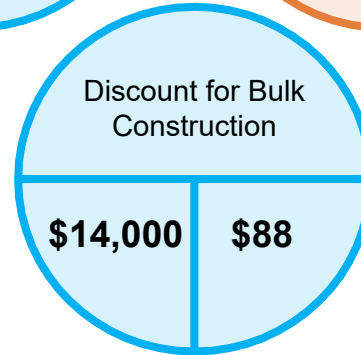
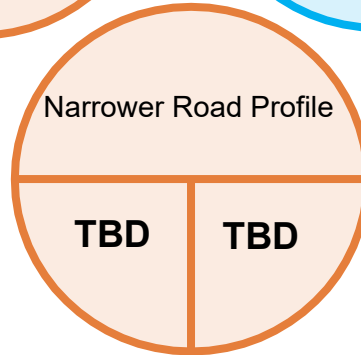
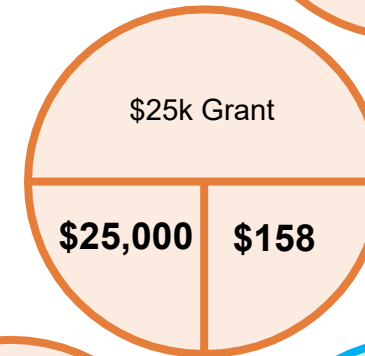
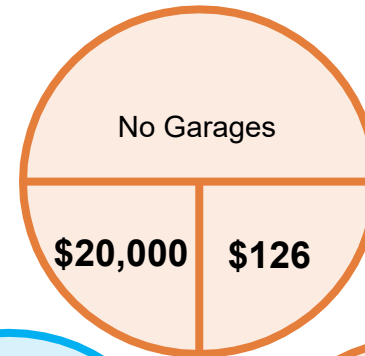
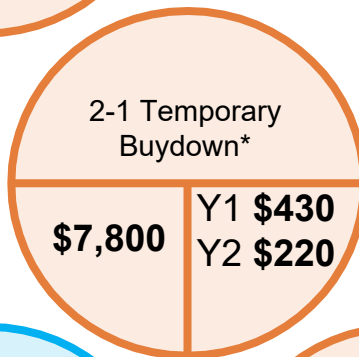
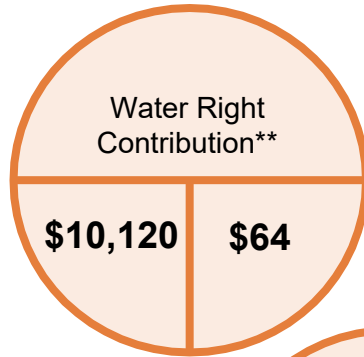
ORANGE = City Tool
BLUE = Developer Tool



ORANGE = City Tool

BLUE = Developer
Tool

TOOLS IN THE TOOLBOX



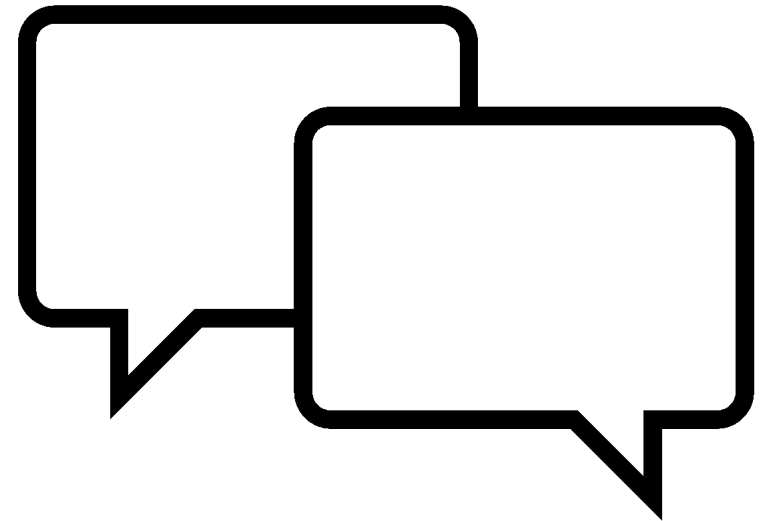
** Estimated water rights required

* Potential way to use RDA Funds, will fluctuate with market conditions and buyer circumstances

WHAT
HAPPENS
WHEN THEY
SELL?

DISCUSSION ITEMS

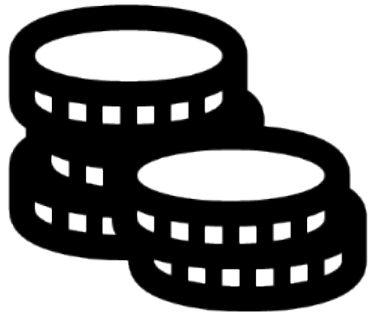
- The goal is to enable purchasers to build equity, providing a steppingstone to their next home, with no restrictions on resale value.
- Deed restrictions requiring owner occupancy will remain in effect.
- Increasing housing supply throughout the city can contribute to maintaining housing affordability.



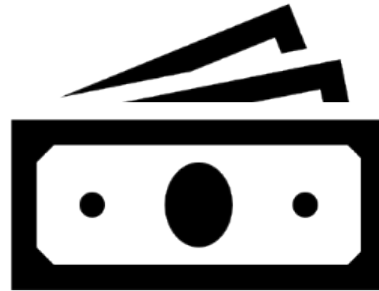
LONG TERM ATTAINABILITY

How do we ensure ongoing attainability?

ONGOING AFFORDABILITY ITEMS



CITY SUBSIDIES (GRANTS,
RATE BUY DOWNS, ETC.)



EXPENSIVE HOME
MAINTENANCE ITEMS
(APPLIANCES, HVAC, ROOF
REPAIR/REPLACEMENT)



HOW TO VET, MONITOR,
AND ENFORCE DEED
RESTRICTIONS

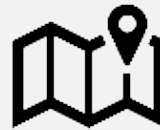
HOW TO DETERMINE WHERE THESE PROJECTS CAN BE BUILT?



Do we create a new zone, or is this done by development agreement?



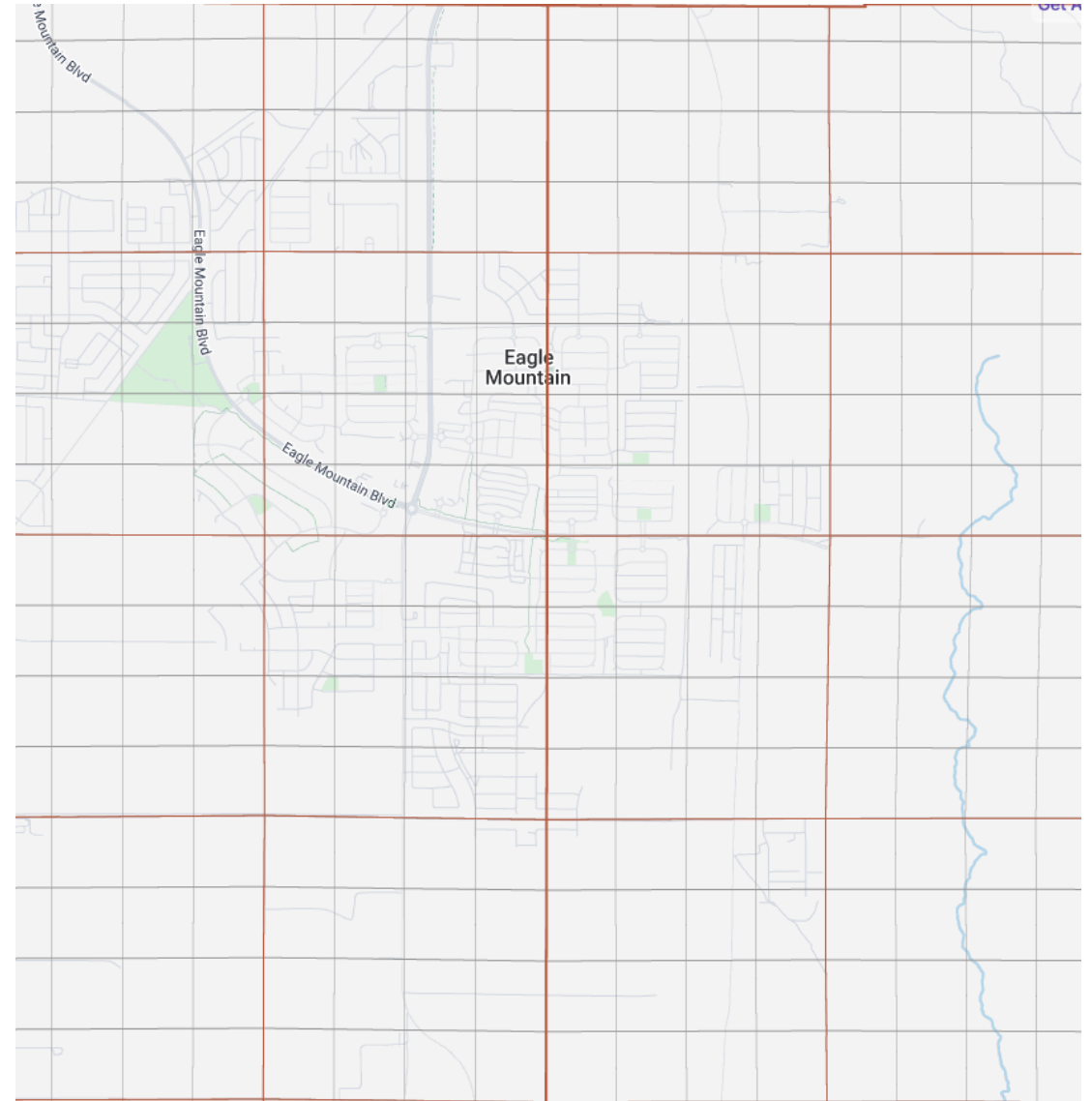
Should we build out a few “nodes” first a pilot project to see their results prior to standardizing these types of projects?



A city grid could be used to determine the locations and quantity of attainable housing units (see next slide)

CITY GRID EXAMPLE

The city could approve a specified number of attainable housing units within each grid creating a “SPRINKLE” effect





WRAP-UP



WHY?

- We're pursuing this type of attainable housing to help the Ruths and the Eli's of the world.
- This demographic includes my own children and many of your own children (and parents)
- We're striving to build a city where everyone—no matter their income—has the chance to call it home...

FINAL INPUT



What are
we not
considering
?

Is there
more
research
you feel
would be
helpful?

What would
you do
differently?

Are we on
the right
track?

CONCLUSION

We are committed to leveraging our professional expertise to collaborate with the city in achieving its goal of expanding access to attainable housing in Eagle Mountain.

PLEASE REACH OUT WITH ANY
ADDITIONAL IDEAS, RESEARCH, INPUT,
ETC.

Scot Hazard
801-404-4200
Scot@theranches.com



Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the priorities and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	6/30/2025	11/26/2024	Staff reported on the status of master plan reviews on 7/2/2024; staff is reviewing draft West Service Area Impact Fee Facilities plans and Engineering has initiated master planning processes for water, wastewater, and stormwater systems; Parks is working on a parks master plan.	7/16/2024		Strachan		X		X		
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	10/2/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/24. A resolution to adopt a housing plan was tabled on 10/01/24.	8/15/2023		Berrett				X		
2024.007	16	Study public transit innovation grants and other opportunities.	Investigate and apply for transit innovation grant monies to improve transit opportunities.	Secondary Priority	Do	New	3/31/2025	11/19/2024	The Council requested that a trial transit project be created.	11/19/2024		Winterton		X		X		X
2025.001	21	Plan for City Hall and other uses within Phase 1 of the Downtown Plan	Planning includes funding, timing, and determining what components to build and how manage the building process.	High Priority	Schedule	Long Horizon	3-5 years	4/1/2025	The Council and senior staff members are discussing likely components of a civic or community center.	4/1/2025		Mumford		X		X		X
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power	Secondary Priority	Schedule	In Progress	7/30/2024	4/7/2025	RFP in progress.	5/16/2023		Mumford		X				X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	Completed	12/31/2024	3/12/2025	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC approved an ordinance towards the end of 2024. This is complete.	1/3/2023		Mumford				X		

Legislative Priorities List																						
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement			
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	4/9/2025	We have drafts for the first couple of chapter. Preparation of the master plans is effecting the timing of the General Plan. Staff was not aware these would be done during the General Plan process. The first few chapters of the GP are being reviewed by the Working Group. These chapters went to the PC for feedback on March 11, 2025 and will be going to the Council in May.	5/16/2023		Larsen			X		X					
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	10/30/2024	The survey is complete and staff will be incorporating the data into the GP throughout the drafting process. Survey was completed in Aug 2025 and staff elicited feedback from the Council in Fall 2024	3/6/2024		Larsen										
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	3/26/2025	Staff and GSBS continue to work on gathering data for the Future Land Use Map. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Target completion for the FLUM is the end of May/first of June. The time frame for the FLUM has been lengthed awaiting completion of the master plans, so the master plans can inform the FLUM. The Council and PC were both approached in Feb 2025 for feedback on land use designations. Staff is currently working to address feedback from the Council and PC regarding land use designations, particularly regarding residential land use designations. Water Auditing in the City may extend the timeframe for completion.	3/6/2024		Larsen										
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	2/26/2025	Staff has begun early preparations for the annexation plan. The utility master plan preparation will likely have a bearing on the timing of completion of the Annexation plan. Staff has begun early meetings to start the process of updating the Annexation Policy Plan. Staff has met with the Mayor to get his vision for City growth. Planning also has met with the City Engineer to better understand infrastructure limitations for growth.	4/2/2024		Larsen										

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	2/26/2025	We have drafts for the first few chapters. We plan to bring them to Council in May 2025 for feedback.	3/6/2024		Larsen						
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	12/18/2024	Some initial work has begun on this section to prepare an outline. Staff has begun some early drafting of this section.	3/6/2024		Larsen						
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024		Larsen						
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/26/2025	Master plans updates will impact the completion of the General Plan, water auditing, as will any changes to these Strategic Priorities.	3/6/2024		Larsen						
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	4/29/2025	2/3/2025	Engineering has hired consultants to create master plans for transportation, water, sewer, and stormwater. These master plans will include design of the full buildout scenarios for each of these.	4/2/2024		Larsen Hogge		X				
2024.001j (was 2023.023 & 2023.049)	22	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	3/26/2025	Staff had a kickoff meeting with the water consultant, Bowen Collins on 1.14.25. Completion of the water study will inform land use decisions like never before. Staff is humbled by the process we will go through to get the data, but excited for the help the data will be in making land use decisions. Staff is planning on having Bowen Collins visit with Council on 4.15.25 during work session to help them get an early view of initial water data.	4/2/2024		Larsen		X	X	X		

Legislative Priorities List																						
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement				
2024.004	22	Housing Audit	Gather data and produce a report on the number, types, sizes, status (entitled, built, own, rent), etc. of housing in the community. <i>Strategize on how to use and communicate the information to legislators, the market, etc.</i>	High Priority	Schedule	Not Started	TBD	4/7/2025	The Legislature passed HB 379 which will require cities to provide updated data to the Utah Population Committee, which has not indicated what specific data will be required of cities and counties. Prior to this bill staff shared some preliminary EMC data to Council on 11.14.24. Staff will prepare housing data to support the GP process.	10/15/2024	Larsen						X					
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	6/2/2025	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded. This has been assigned to David Stroud. Staff plans to bring this to Council in June 2025.	5/16/2023	Larsen						X					
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023	Larsen						X					
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	11/25/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd is reviewing encroachments with Admin and making a game plan to present to the Council. It is anticipated that Todd will be making recommendations to the Council on a partial list of properties in January 2025.	8/15/2023	Larsen						X					
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen						X					
2024.006	22	Residential Zones Driveway and Minimum Home Sizes	Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	Secondary Priority	Schedule	Not Started	1/31/2024	2/26/2025	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone. Staff has discussed the issues surrounding this request. They appeared to be based on a presumption that we needed to revise our code to conform to Utah Code requirements. The City Attorney believes, after considering the request, that we are in compliance with the state code relative to the subject matters. Staff believes no further action is necessary on this issue, unless directed by Council.	11/6/2024	Larsen						X					
2025.002	22	EMMC 17.040.020 Land Use Table	Remove "conditionally" from the land use table at EMMC 17.040.020	Secondary Priority	Do	Not Started	6/3/2025	4/8/2025	Will need to be noticed, reviewed by PC, and brought back to CC.	4/1/2025	Hobbs											

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Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2025	3/26/2025	Civil Science has almost completed design of the Mid Valley road connection to EM Boulevard. This project will go out to bid in the next couple of weeks.	5/16/2023		Hogge		X		X		
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	3/26/2025	CC approved an interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) on 10/01/2024. Avenue Consultants has been hired to complete the feasibility study for the connection to Saratoga Springs through Hidden Hollow. They have completed assessment of preliminary alignments and have refined the alignments based on city council direction to keep the road at a max slope of 6%. Engineering is working with a consultant to complete a full master plan update and the expressway will be included in that update.	8/15/2023		Hogge		X		X		
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023		Hogge		X				
2024.005	24	Transportation	Contemplate the transportation network on the south end of the city; how to extend the future Cedar Valley Freeway south past the mountains, and a future belt route linking to Tooele.	Secondary Priority	Schedule	Not Started	TBD	3/26/2025	Engineering is working with a consultant to complete a full master plan update and the these connections will be included in that update. Preliminary alignments for these roadways are included in the draft transportation maps that are currently being reviewed by staff.	10/15/2024		Hogge		X		X		
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy. No updates from KRuesch.	5/16/2023		Ruesch Hickman		X		X		

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023		Hickman Kofoed Hilton						
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023		Hickman				X		X
Proposed																		
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.			Strachan Hickman						X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.									
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	-	-						Hickman					X	
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure	Proposed	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.			Mumford				X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.			Mumford Berrett				X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.			Mumford						X

Legislative Priorities List																						
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement			
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.			Mumford						X				
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.			Larsen										
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.			Larsen						X				
Completed																						
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Do	In Progress	2025	4/2/2025	The City has acquired three parcels for civic uses adjacent or across from Cory Wride Memorial Park and property at Airport road across SR73.	5/16/2023		City Manager		X		X						
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	Completed	1/1/2025	4/2/2025	Per MIHP 9.4, Strategy 2. After a first round with 7 conditional approvals and 2 denials, staff brought forward suggested program revisions and is seeking amendments to the policy manual at the March 18 Council Meeting.	1/3/2023		Strachan										
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	-	Completed	7/16/2024	12/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council adopted the policy on 12/3/2024 as EMMC CHAPTER 17.46 TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE.	8/15/2023		Draper										

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	Completed	5/31/2024	10/16/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. The CC adopted it with amendments on October 15.	5/16/2023		Larsen					X	
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such	High Priority	Do	Completed	4/30/2024	9/17/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24. This was approved by the Council on 9.3.24.	9/19/2023		Larsen					X	
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Delete	Completed	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023		Mumford						
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023		Larsen					X	
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinel Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen					X	
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen						X
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot	5/16/2023		Larsen					X	

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023		Larsen		X		X		
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper				X		
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt			X			
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan						
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023		Larsen				X		
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023		Mumford				X		

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
Plan for City Hall and other uses within Phase 1 of the Downtown Plan	Planning includes funding, timing, and determining what components to build and how manage the buidling process.	High Priority	Long Horizon	3-5 years	4/1/2025	The Council and senior staff members are discussing likely components of a civic or community center.
EMMC 17.040.020 Land Use Table	Remove "conditionally" from the land use table at EMMC 17.040.020	Secondary Priority	Not Started	6/3/2025	4/8/2025	Will need to be noticed, reviewed by PC, and brought back to CC.
MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	On Hold	4/30/2024	6/2/2025	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded. This has been assigned to David Stroud. Staff plans to bring this to Council in June 2025.



Report on the Utah Legislature's 2025 General Session bills that will cause a change to Eagle Mountain City Code or Policies and Procedures.

The following are a list of bills that passed in the Utah Legislature's 2025 General Session. Each bill has been broken down by departments and the actions required by that department to meet the requirements of the new laws that are going into effect. Some of these are minor changes to policy or procedures while others will require changes to Eagle Mountain City Code. Legislative Affairs will be sending out a spread sheet to each department to track the implementation of the new laws. What we need from the department is what kind of changes do you need to make: policy, procedure, or code change? How long will it take to implement the change? What resources, if any, are needed to meet the requirements of the new law? Do you need information or collaboration from another department to complete the implementation?

Bills that are highlighted in green may require action from the City Council to complete. If you need to look up the state code please note that it has not been updated on the state's website you will need to look up the bill to read the new language. If you have any questions or concerns, please contact John Magness.

H.B. 25 Retirement Amendments; This bill modifies provisions of the Utah State Retirement and Insurance Benefit Act.

Human Resources

1. Needs to retain records for retired employees for four years instead of 3 years.
2. Needs to retain records for deceased employees for four years after date of death instead of 3 years.

Per Utah State Code Section 49-11-602(3)(a) and (b).

H.B. 37 Utah Housing Amendments; This bill deals with housing development and housing policy.

The bill adds to the list in Utah State Code Section 10-9a-102 Purposes -- General land use authority. It adds "... contribute towards housing affordability". Utah State Code Section 10-9a-102(1)(j).

City Attorney

1. Just need to be aware of the change.

Planning Department

1. Just need to be aware of the change.

The bill makes changes to the Moderate Housing Plan that EMC needs to submit every year to the State. The bill does not require EMC to do anything different than it is currently doing. The Law creates new elements to satisfy the Moderate Housing Plan that EMC could use if they so desire Utah State Code Section 10-9a-403(2)(b)(iii)(X) through (CC). If EMC does make the decision to use these new elements, then EMC's Planning Department will need to bring forward changes to EMC Code to facilitate their use.

H.B. 48 Wildland Urban Interface Modifications; This bill addresses efforts to oversee wildfire risks associated with wildland urban interface property.

Building and Safety Department

1. Will have to adopt and enforce the Utah Wildland Urban Interface Code when the Utah Division of Forestry adopts the code. Utah State Code Section 65A-8-203(4)(f)(ii) and (9)(a)(ii).

H.B. 52 Health Insurance Modifications; This bill enacts provisions related to health insurance.

Human Resources

1. Will need to ensure that any health insurance program(s), either new or renewed, that EMC offers to its employees after July 01, 2026, is compliant with the new prescription requirements of this law. Utah State Code 31A-22-662.

H.B. 58 Building Inspector Amendments; This bill modifies provisions relating to building inspectors.

Human Resources

1. Ensure that EMC's employees have a "Qualified Building Official" as defined by the new law. Utah State Code 15A-1-202(12) and (16).
2. Update Building Inspectors of the new laws in Utah State Code Section 58-56-9.1 and 9.3.

Building and Safety

1. Ensure EMC has "Qualified Building Officials" Utah State Code 15A-1-202(12) and (16).
2. Will need to comply with request from the Utah Uniform Building Code Commission with regards to request for information concerning building inspections and code interpretation. Utah State Code Section 15A-1-203(10)(e).
3. Update Building Inspectors of the new laws in Utah State Code Section 58-56-9.1 and 9.3 Unprofessional conduct.

H.B. 77 Flag Display Amendments; This bill allows the display of certain flags on government property.

EMC will need to create a policy in regard to what flags can be flown and where they can be displayed on EMC property. Utah State Code Section 63G-1-704.

H.B. 139 Governmental Accounting Amendments; This bill addresses a political subdivision's annual financial report.

City Manager

1. When the Utah State Auditor develops the new financial certification form for the yearly budget the City Manager will need to use that form. Utah State Code Section 11-50-201(2).

Chief Financial Officer

1. When the Utah State Auditor develops the new financial certification form for the yearly budget the Chief Financial Officer will need to use that form. Utah State Code Section 11-50-201(2).

H.B. 175 Housing Construction Amendments; This bill modifies the state construction code related to housing.

Building and Safety

1. Will need to adopt the changes to the IRC Section R101.2. Utah State Code Section 15A-3-202(2).

H.B. 274 Water Amendments; This bill addresses regulations related to water. This bill addresses regulations related to water.

Finance

1. Will need to comply with Utah State Code Section 73-10-32.5 Culinary water pricing structure starting May 07, 2025.
2. Will need to comply with Utah State Code Section 73-10-32.5(2)(iii) Culinary water pricing structure in July 01, 2027.
3. When secondary water becomes available rates will need to comply with Utah State Code Section 73-10-34(14) Secondary Water Metering – Loans and Grants.

City Council

1. Adopt the new water rates.

H.B. 285 Water Infrastructure Modifications; This bill addresses funding and planning for water infrastructure. This bill enacts the Utah State Code Section 73-10g-502.5. This section requires Public Water Systems to adopt a Capital Asset Management Plan and a Capital Asset Reserve Funding Plan to be eligible for either Utah State or Federal funds, Utah State Code Section 73-10g-605(1)(c)(iii), no later than July 01, 2028.

Public Works will need to develop both the plans working with Planning and the Finance Department.

1. Capital Asset Management Plan the Drinking Water Board will establish the elements for this plan. Utah State Code Section 73-10g-502.5(3).
2. Capital Asset Reserve Funding Plan needs:
 - (a)an inventory of the major capital assets identified in a reserve analysis that reasonably require reserve money;
 - (b)a statement of the condition and probable remaining useful life, as of the date of the reserve analysis, of each capital asset identified under Subsection (4)(a);
 - (c)an estimate of the cost to renew, replace, or upgrade each capital asset identified under Subsection (4)(a);
 - (d)an estimate of the total annual contribution to a reserve fund necessary to meet the costs identified in Subsection (4)(c) during a capital asset's useful life and at the end of a capital asset's useful life;
 - (e)an analysis of a reserve fund's relationship to the setting of water rates, including the setting of rates pursuant to recognized affordability metrics for nondiscretionary indoor water use for health and sanitation; and
 - (f)a reserve funding plan that:
 - (i)recommends how the public water system may fund the costs described in Subsection (4)(c), which may include long term financing strategies in addition to cash reserves such as municipal bonding when authorized; and
 - (ii)does not rely on obtaining grants to fund the reserve fund.

Utah State Code Section 73-10g-502.5(4)

City Council

1. Adopt both plans when they are finished.

H.B. 307 Wildfire Funding Amendments; This bill addresses wildfires.

Administration

1. Needs to monitor the Division of Forestry for direction regarding Community Wildfire Preparedness Plan in Utah State Code 65A-8-203(9). EMC will need to implement the actions of the Community Wildfire Preparedness Plan when it is adopted by the Division of Forestry.

H.B. 313 Construction Industry Amendments; This bill modifies the State Construction Code.

Building and Safety

1. Adopt the 2023 edition of the NEC and its edits,
2. Adopt changes to IBC,
3. Adopt changes to the IRC, and
4. Adopt the new Hot Water Heater Standards Utah State Code 19-2-107.7.

H.B. 340 Solar Power Amendments; This bill modifies provisions related to residential solar energy generation by creating a new category for small portable solar generation devices.

Building and Safety

1. Develop a policy to allow these devices Utah State Code Section 54-15-601.

H.B. 343 Cannabis Production Amendments; This bill amends provisions related to medical cannabis production Utah State Code 4-41a-204.1.

Planning Department

1. Implement the odor control requirements into EMC's Warehousing Farming Overlay Zone.

City Council

1. Adopt updated Warehousing Farming Overlay Zone requirements.

H.B. 355 Mining and Critical Infrastructure Materials Amendments; This bill addresses mining and critical infrastructure materials operations.

Planning Department

1. Will need to develop new procedures to process applications from "Critical Infrastructure Materials" operator to comply with Utah State Code Section 10-9a-903 and Section 17-41-502(4).

H.B. 368 Local Land Use Amendments; This bill modifies provisions related to land use.

Planning Department

1. Need to Create an Annexation Plan that meets the requirements of the bill.
2. Needs to set the valuation of annexed property.
3. Develop a procedure for "ministerial in nature" code changes.
4. Work with City Clerk on noticing for "ministerial in nature" code changes.
5. Work with Communications in developing a procedure for a direct link to the EMC's webpage where a person can find a summary of the effect of the proposed modifications to the text of the zoning code designed to be understood by a lay person.
6. Ensure that EMC Code Section 17-46 (Transfer of Development Rights Overlay Zone) of Eagle Mountain City code is complaint with the new rules in Uta State Code Section 10-9a-509.7
7. Review department's security assurance requirements to ensure compliance with new laws.
8. EMC may not require a public hearing for a request for a variance or land use appeal.

City Clerk

1. Create a procedure regarding noticing of annexation.
2. Create procedures to notify property owners of annexation.
3. Work with Communication to develop a procedure for posting information about annexation to EMC's website.
4. Create a new procedure for noticing "ministerial in nature" code changes.
5. When EMC accepts cash deposit as a form of completion assurance the monies need to be kept in an interest-bearing account.
6. Create a procedure for accepting real property by deed per Utah State Code Section 57-1-48 Conveyance by deed to a public entity.

Building and Safety

1. Create a policy and procedure when approving "identical floor plan".
2. Work with Finance Department to update the fee schedule for "identical floor plans".
3. Needs to decide if EMC is going to require private landscaping plans.
4. Cannot withhold a building permit or certificate of occupancy for not having a private landscaping plan submitted.
5. Change the policy regarding the acceptance or rejection for the performance of warranty work from 45 days to 15 days with some exceptions.
6. Update Plan review to comply with new state law.
7. Cannot require the submission of a private landscaping plan as part of an application for a building permit.

Public Works

1. Ensure that all EMC "public Access amenities are not being maintained by a private group unless covered in perpetuity by a covenant, utility service agreement, development agreement, or other agreement between the municipality and the private individual or entity.
2. Ensure that all "water utilities are not being maintained by a private group unless covered in perpetuity by a covenant, utility service agreement, development agreement, or other agreement between the municipality and the private individual or entity.
3. Change the policy regarding the acceptance or rejection for the performance of warranty work from 45 days to 15 days with some exception.
4. Develop new procedures for the acceptance or rejection installation of required subdivision improvements or the performance of warranty work does not meet the EMC adopted standards for improvements required.
5. Review department's assurance security requirements to ensure compliance with new laws.
6. EMC may not adopt an engineering standard that requires an applicant to install a permanent road or a temporary road with asphalt or concrete before receiving a building permit.

Planning Commission

1. Adopt the Annexation Plan.

City Council

1. Adopt the Annexation Plan.

H.B. 422 Municipality Regulation of Open House Amendments; This bill prohibits a municipality from regulating an open house.

City Attorney

1. Review EMC sign code as it related to open houses to ensure that it is no more restrictive than any other temporary sign requirements.

H.B. 444 Data Privacy Amendments; This bill modifies provisions related to governmental data privacy and privacy oversight.

City Manager

1. Appoint a “Chief Administrative Officer” individual designated by a governmental entity to perform the duties described in Section 63A-12-103.
2. Appoint a Records Officer whose primary responsibility is to care, maintain, use, schedule, dispose, classify, designate, manage access to, and preserve records in accordance with applicable laws Utah State Code Section 63A-12-100.5(2)(d).

Administration

1. Initiate a data privacy program before December 31, 2025, Utah State Code Section 63A-19-401(2)(a)(i).
2. Furnish to the State a Privacy Program Report yearly by December 31, Utah State Code Section 63A-19-401.3.
3. Ensure EMC contractors are in compliance with the new data privacy Utah State Code Section 63A-19-401.4.
4. Update the privacy notice to include the new requirements Utah State Code Section 63A-19-401.2.
5. Work with Communications to post EMC’s data privacy notice on its website Utah State Code Section 63A-19-402(5).
6. Rewrite data breach procedures and policies to account for new data breach requirements Utah State Code Section 63A-19-406.

Human Resources

1. Data privacy training for new hires within 30 days for employees covered by Section 63A-19-401.2.
2. Data privacy training yearly for employees covered by Section 63A-19-401.2.
3. Disciplinary actions for violation of data privacy policies.

Communications

1. New requirements regarding user and privacy notice Section 63A-19-402.5. for websites.

2. Contact information for website administrator Utah State Code Section 63A-19-402.5.

H.B. 504 Financial and Conflict of Interest Disclosures by Candidates

Amendments; This bill amends provisions related to campaign finance and conflict of interest disclosures.

City Clerk

1. Needs a policy to ensure that any candidate for a midterm vacancy completes a campaign finance statement no later than 3 days prior to the interview by the council Utah State Code Section 10-3-208(6).
2. Needs to have a procedure to ensure that when a candidate for a midterm vacancy files their campaign finance statement is immediately supply a copy to the EMC mayor and council Utah State Code Section 10-3-208(6)(b).
3. Ensure that the Conflict of Interest form for filed for candidates running for mayor of council is compliant with Utah State Code Section 10-3-301.5.
4. Work with Communications to ensure that Conflict of Interest form is posted to EMC's website.
5. Work with Communications to ensure that campaign finance statements for midterm vacancies are posted to EMC's website.
6. Make sure EMC Code 1.15 complies with Utah State Code Section 10-3-301.5 for candidates running for either the mayor's office or councilmember seats.

City Attorney

1. Needs to review EMC policy regarding the resignation of the mayor or councilmember to comport to the new rules in Utah State Code Section 20A-1-510.
2. Needs to review EMC code Section 1.20.030 to include campaign finance statement requirements for midterm vacancies.

City Council

1. Adopt changes to EMC Code 1.15 to meet the requirements of Financial and Conflict of Interest requirements.
2. Adopt changes to EMC Code Section 1.20 to meet state requirements.

H.B. 550 Building Permit Fee Prohibition Amendments; This bill amends provisions related to permitting fees.

Public Works

1. Create a carveout for "Qualified Water Conservancy District" from inspection fees if they hire their own inspector Utah State Code Section 10-9a-510(4)(c).

S.B. 13 Property Tax Reimbursement Amendments; This bill provides for reimbursement of property taxes.

Public Works

1. Ensure that EMC is not charged the “recovery fee” when renting heavy equipment Utah State Code Section 59-2-2002(3).

Finance Department

1. Ensure that EMC is not charged or pays the “recovery fee” when EMC employees rent heavy equipment Utah State Code Section 59-2-2002(3).

S.B. 33 Water Rights Recording Amendments; This bill addresses water rights addenda.

City Clerk

1. The bill allows for a grantor's signature on a water rights addendum may be by facsimile or electronic means Utah State Code Section 57-3-109(3)(c).

S.B. 54 Appearance of Candidate Name on Ballot; This bill addresses the way a candidate's name may appear on a ballot.

City Clerk

1. Create a policy and procedure to allow for a candidate for office to use one of the following instead of their legal first name: (per the requirements in Utah State Code Section 20A-6-109)
 - a. middle name,
 - b. nickname, or
 - c. initial.

S.B. 104 Boundary Line Amendments; This bill modifies provisions related to boundary changes.

Planning Department

1. Will need to amend EMC Code Section 16.50 to accommodate the new laws in Utah Code Section 10-9a-523 Simple Boundary Adjustments and Section 57-1-45.5.
2. Update notice policy and timing for a public hearing regarding Subdivision applications. Utah State Code 10-9a-608.

City Council

1. Adopt changes to EMC Code Section 16.50.

S.B. 179 Local Regulation of Business Entities Amendments; This bill enacts provisions related to local classification and approval of new and unlisted business uses.

Planning Department

1. Will need to bring forward an ordinance for a process for reviewing and approving a new or unlisted business use and designating an appropriate zone or zones for an approved use per Utah State Code Section 10-9a-507.5.

City Council

1. Adopt changes to EMC Code to enact Utah State Code Section 10-9a-507.5

S.B. 181 Housing Affordability Amendments; This bill enacts and amends provisions related to housing affordability.

Planning Department

1. Will need to bring forward amendments to EMC Code Section 17.55 Parking to conform with Utah State Code 10-9a-534.

City Council

1. Adopt changes to EMC Code Section 17.55.

S.B. 195 Transportation Amendments; This bill amends provisions related to transportation items, transportation mobility plans, and adherence to proposed phases of certain transportation developments.

City Engineer and Planning Department

1. By July 01, 2027 will need to update the transportation and traffic circulation element of the municipality's general plan as described in Subsection 10-9a-403(2)(a)(ii) to identify priority connections to remedy physical impediments, including water conveyances, that would improve circulation and enhance vehicle, transit, bicycle, or pedestrian access to significant economic, educational, recreational, and other priority destinations, per the requirements in Utah State Code Section 10-8-87.

City Council

1. Adopt the Transportation and Traffic Circulation Plan.

S.B. 220 Construction Modifications; This bill addresses construction site storm water runoff controls.

Public Works

1. Will need to ensure that their Storm Water permitting and inspection policies and procedures conform to Utah State Code Section 19-5-108.3.
2. Adopt the fines for violation in Utah State Codes Section 19-5-108.3((7)(c)(i).

S.B. 340 Protected Person Amendments; This bill enacts provisions relating to the construction of a security improvement to real property belonging to an individual who is certified to be at risk of harm.

Building and Safety

1. Develop a process to allow permits filed under Utah State Code Section 53-29-301.



*Tentative Upcoming Agenda Items for
City Council Information
April 15, 2025*

Requested Presentations or Work Session Items

- Update from Lobbyist – Jake Anderegg - May 6, 2025
- Update from Lobbyist – Dave Stewart – May 20, 2025
- Presentation on a Zipline Adventure Park
- **VCBO Architectural Standards – Joint Work Session with PC** (3-week lead time)
- DAI update on Firefly development – 1-hour work session item

Development Projects

- Public Hearing – Disposal of Public Property (Meadow Ranch/Shiloh Road City properties)
- Panda Express Site Plan

Code Amendments

- Disposal of City Property (Open Space)
- Election Signage – Property allowed, etc. (PH scheduled May 6)

Other Items

- Recognition of Citizens' Academy Graduates
- Library Board Appointment
- Youth Council Advisor Appointment
- C-PACE Financing Project (Ranches Golf Course)
- Next Steps for Economic Development: Council Ideas on Funding and Strategy
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain

Please note all items are tentative and are subject to change.