



EAGLE MOUNTAIN CITY COUNCIL MEETING

MAY 20, 2025

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. UPDATE - West Utah County Interagency Action Plan
(anticipated time 30 minutes)

1.B. LEGISLATIVE UPDATE - Dave Stewart, Legislative Executive Consulting
(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. APPOINTMENTS

7.A. Library Advisory Board

1. Emily Hoehne - Completing 6 months and a full term through December 2028

8. PUBLIC COMMENTS

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

9. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

10. BOND RELEASES

- 10.A. Harmony Phase A, Plat 9 - Out of Warranty
- 10.B. Harmony Phase A, Plat 10 - Out of Warranty
- 10.C. Pole Canyon NPA-11 - Out of Warranty

11. MINUTES

- 11.A. May 6, 2025 Minutes - Regular City Council Meeting

12. RESOLUTIONS

- 12.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Professional Services Contract Renewal with Granicus for the OneView Software and Mobile App
- 12.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the City to Enter into an Agreement with Sustainable Real Estate Solutions, Inc. to Provide Administrative and Professional Services for C-PACE Projects
- 12.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving and Authorizing the Execution of an Interlocal Cooperation Agreement for Participation in the Utah Valley HOME Consortium
- 12.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Fee Reduction for the Ranches Golf Club Minor Site Plan Application from \$4,000 to \$250
- 12.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, approving the First Amendment to the Development Agreement for the Harmony Preliminary Plat
- 12.F. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Contract with Monday.com and XTIVIA for Project Management Software Services
- 12.G. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Monte Vista Ranch, L.C. for a 4MG Tank Site and Access Easement

SCHEDULED ITEMS

13. ORDINANCES/PUBLIC HEARINGS

- 13.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, adopting the Natural Open Space and Wildlife Habitat Management Plan

BACKGROUND: *(Presented by Wildlife Intern, Nathan Shumway)* A proposed Concept Plan for the 2025 Natural Open Space & Wildlife Habitat Management Plan. This is the next-to-final draft of the EMC Open Space Plan. This Plan has been a year in the making and will guide the City on how it will manage native open spaces within the City.

14. RESOLUTIONS

- 14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Providing Notice of Default to Lennar Homes for Specific Terms of the Ault Farms Master Development Agreement

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* On January 21, 2025, the City Council addressed concerns with Lennar Homes regarding townhomes in Parkway Fields being built with unapproved elevations and unscreened mechanical units. Lennar moved forward with the elevations that would keep the project consistent. Regarding screening the mechanical units, Lennar initially expressed willingness to comply and collaborate, but by April 16, 2025, they had made little progress and failed to address the screening issue, prompting the City Attorney to issue a Notice of Default under terms with the Ault Farms MDA. This resolution provides an update on the issue and exercises any rights the City Council determines based on the Remedies of Default section in the MDA.

15. 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.

16. COMMUNICATION ITEMS

17. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on May 15, 2025, on the Eagle Mountain City bulletin boards and 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.

Gina L. Olsen, CMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	UPDATE - West Utah County Interagency Action Plan (<i>anticipated time 30 minutes</i>)
ITEM TYPE:	Presentation
FISCAL IMPACT:	N/A
APPLICANT:	Mountainland Association of Governments (MAG)

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Avenue Consultants

RECOMMENDATION:

Staff recommends the City Council review the presentation from MAG on the Interagency Action Plan.

BACKGROUND:

MAG (Mountainland Association of Governments) has been assisting Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield in the creation of a West Utah County Interagency Action Plan for Sustainable Growth. The purpose of this plan is to identify and address misalignments between transportation, land use, and zoning plans among the participating municipalities.

The goal of the plan is not to require any city to modify its existing plans, but rather to highlight opportunities for greater alignment in areas such as infrastructure planning, land use compatibility, and shared development visions. One anticipated benefit of this collaboration is the ability to present a unified regional plan that may strengthen the area's position when seeking state funding or legislative support.

This presentation provides a progress update and invites City Council feedback on key elements of the plan as it continues to develop.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



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

ENGINEERING

Monday, May 12, 2025

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

SUBJECT: Harmony phase 'A' plat 9 out of warranty Bond Release

City Recorder:

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

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

Sincerely

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

Cc: Gina Olsen, City Recorder



DATE: Monday, May 12, 2025
FROM: Robert Ballif Engineering Tech. II
SUBJECT: Harmony phase "A" plat 9 walk through-updated

A walk-thru was performed on the above subdivision. The following were present.

Robert Ballif – EM Engineering Assistant

After performing a walk-through, we have the following comments:

General Notes:

1. ~~Exit sewer video.~~
2. ~~Crack seal the phase lines.~~
3. ~~All the concrete that is being removed needs to be inspected before you place the concrete.~~

Hannah St.:

1. ~~Any marked concrete, sidewalk & curb & gutter with red paint to be replaced. The curb is spalling.~~
2. ~~Remove any concrete spill on the sidewalks.~~
3. ~~The sidewalk is missing expansion joints when new concrete has been poured, expansion joints need to be every 50 to 60 feet apart.~~
4. ~~ADA ramps to be placed at the trail way both sides of the road, keynote #1 on the approved plan states this. It will need to meet ADA compliance. These will need to be inspected, call city inspectors before placing concrete.~~
5. ~~House #3715 clean storm drain combo box.~~
6. ~~House #3693 storm drain manhole clean.~~
7. ~~House #3657 at inlet the concrete is spalling, replace.~~
8. ~~House #3605 combo box clean.~~

Janie St.:

1. ~~Any marked concrete, sidewalk & curb & gutter with red paint to be replaced. The curb is spalling.~~
2. ~~Remove any concrete spills on the sidewalks.~~
3. ~~The sidewalk is missing expansion joints when new concrete has been poured, expansion joints need to be every 50 to 60 feet apart.~~
4. ~~House #3599 clean combo box.~~
5. ~~ADA ramps to be placed at the trail way both sides of the road, keynote #1 on the place states this. It will need to meet ADA compliance. These will need to be inspected, call city inspectors before placing concrete.~~

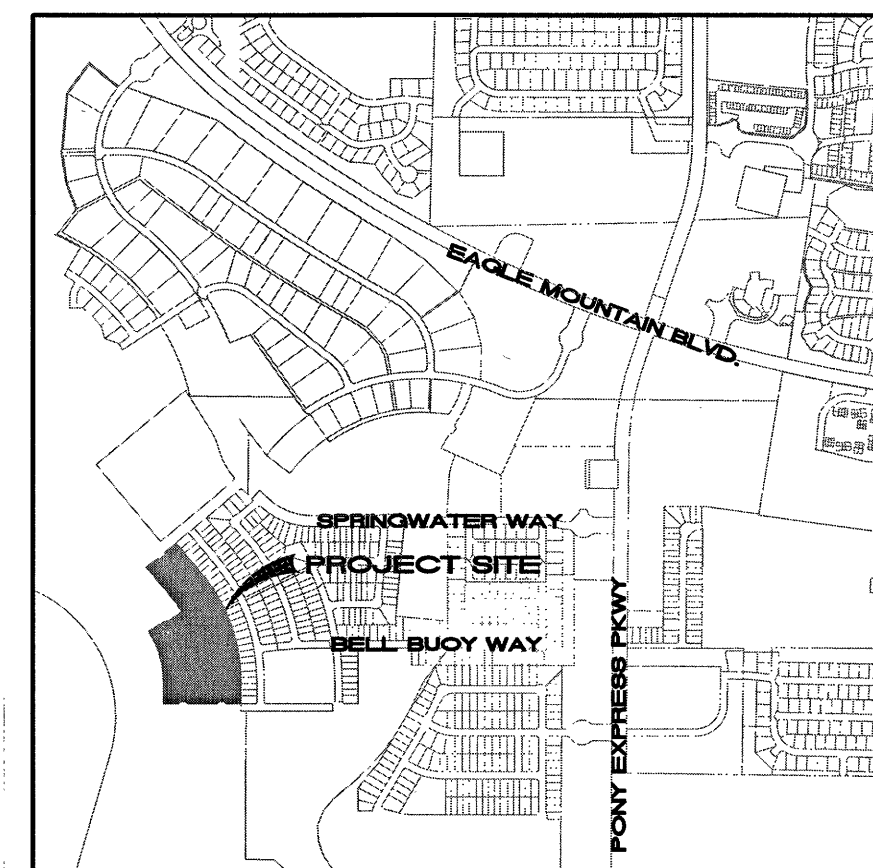
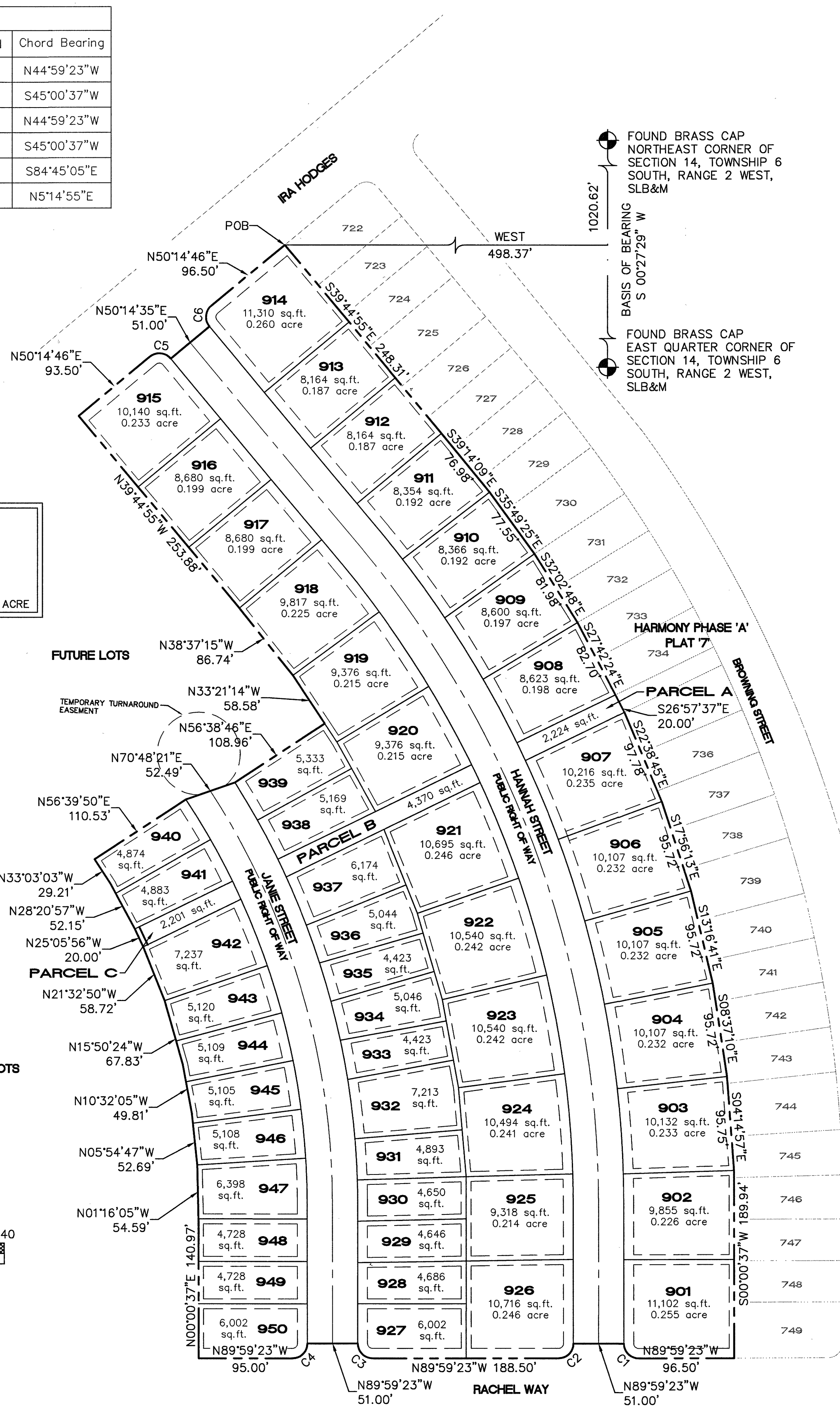
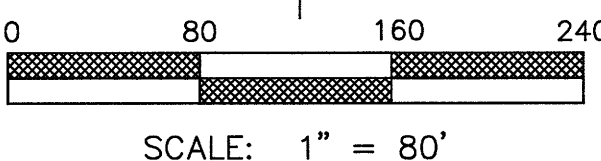
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

HARMONY PHASE 'A' PLAT '9'
SITUATED IN SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°59'23"W
C2	23.56	15.00	90°00'00"	21.21	S45°00'37"W
C3	23.56	15.00	90°00'00"	21.21	N44°59'23"W
C4	23.56	15.00	90°00'00"	21.21	S45°00'37"W
C5	23.56	15.00	90°00'19"	21.21	S84°45'05"E
C6	23.56	15.00	89°59'41"	21.21	N5°14'55"E

LAND USE	
ACREAGE:	10.903 acres
ACREAGE IN LOTS:	8.69 acres
ACREAGE IN ROADS:	2.01 acres
PAVEMENT:	47,898 SF
OPEN SPACE:	8,795 SF
SINGLE FAMILY LOTS:	50 LOTS
UNIT DENSITY:	4.59 LOTS PER ACRE

NOTE:
1- PARCELS A, B AND C ARE PUBLIC UTILITY EASEMENTS AND DEDICATED TO EAGLE MOUNTAIN CITY AS PUBLIC OPEN SPACE. PARCELS TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION
2- COLLECTOR ROAD FENCING REQUIRED ALONG LOTS 914, 915



VICINITY MAP

DOMINION ENERGY UTAH
Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development; this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or in the Notes and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532

Questar Gas Company
dba Dominion Energy Utah

Approved this 14 day of August 2023

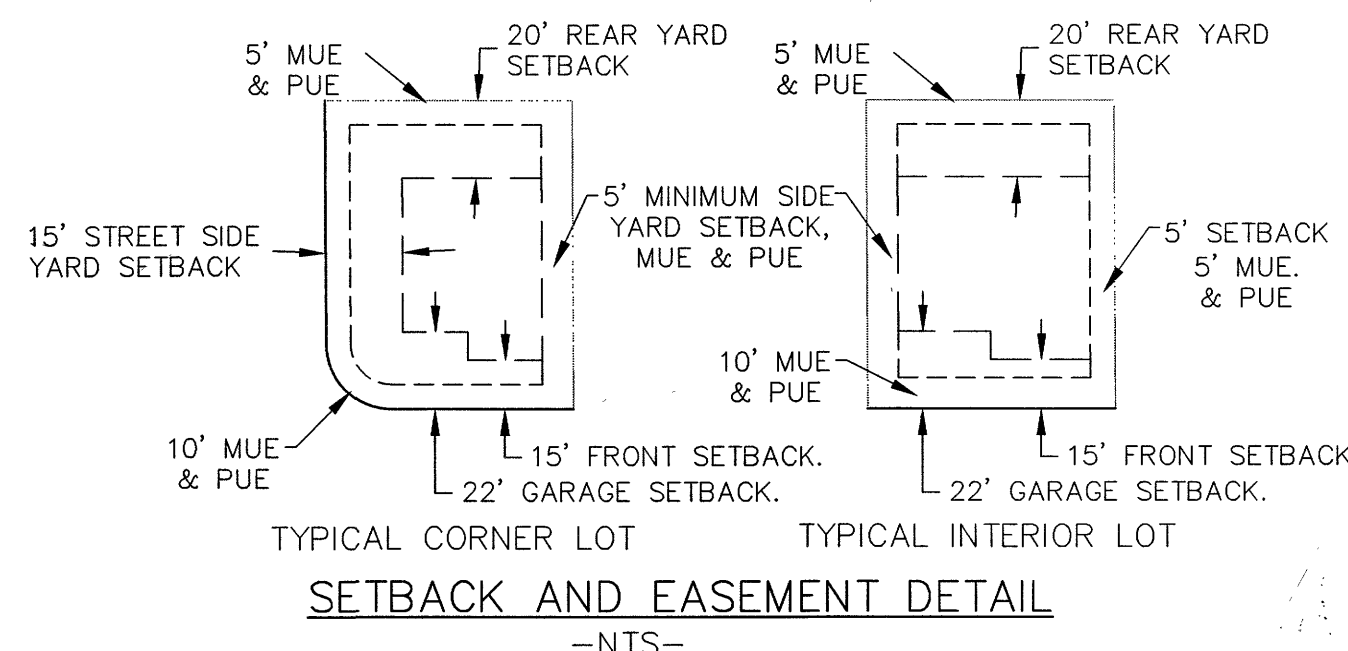
By: [Signature] Title: [Signature] 2023

- ROCKY MOUNTAIN POWER APPROVAL
- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
 - Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

[Signature] 8/21/2023
ROCKY MOUNTAIN POWER DATE

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

[Signature] 8/18/2023
DIRECT COMMUNICATIONS DATE



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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

[Signature] Aug 11, 2023
(SURVEYOR), P.L.S. DATE

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 1020.62 feet along the section line and West 498.37 feet from the Northeast Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 39°44'55" East 248.31 feet; thence South 39°14'09" East 76.98 feet; thence South 35°49'25" East 77.55 feet; thence South 32°02'48" East 81.98 feet; thence South 27°42'24" East 82.70 feet; thence South 26°57'37" East 20.00 feet; thence South 22°38'45" East 97.78 feet; thence South 17°56'13" East 95.72 feet; thence South 13°10'41" East 95.72 feet; thence South 08°37'10" East 95.72 feet; thence South 04°14'57" East 95.75 feet; thence South 00°00'37" West 189.94 feet; thence North 89°59'23" West 96.50 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 51.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'23" West 188.50 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 51.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'23" West 95.00 feet; thence North 00°00'37" East 140.97 feet; thence North 01°16'05" West 54.59 feet; thence North 05°54'47" West 52.69 feet; thence North 10°32'05" West 49.81 feet; thence North 15°00'24" West 67.83 feet; thence North 21°32'50" West 58.72 feet; thence North 25°05'56" West 20.00 feet; thence North 28°20'57" West 52.15 feet; thence North 33°03'03" West 29.21 feet; thence North 36°38'46" East 108.96 feet; thence North 39°14'09" East 76.98 feet; thence North 42°45'05" East 108.96 feet; thence North 45°14'46" East 93.50 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'19" the chord of which bears South 84°45'05" East 21.21 feet; thence North 50°14'35" East 51.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 89°59'41" the chord of which bears North 05°14'55" East 21.21 feet; thence North 50°14'46" East 96.50 feet to the point of beginning.

Parcel contains: 10.903 acres

Basis of Bearing: the line between the Northeast Corner and the East Quarter Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

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

OWNER(S): BCP Development Inc.
PRINTED: [Signature] 8/17/2023
AUTHORIZED SIGNATURES: [Signature]
Name: [Signature], President

ACKNOWLEDGEMENT

On the 17th day of August, 2023, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 6/1/25
718263
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE: [Signature]
PRINTED NAME OF NOTARY: Matt Radland
NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 31 day of August, 2023

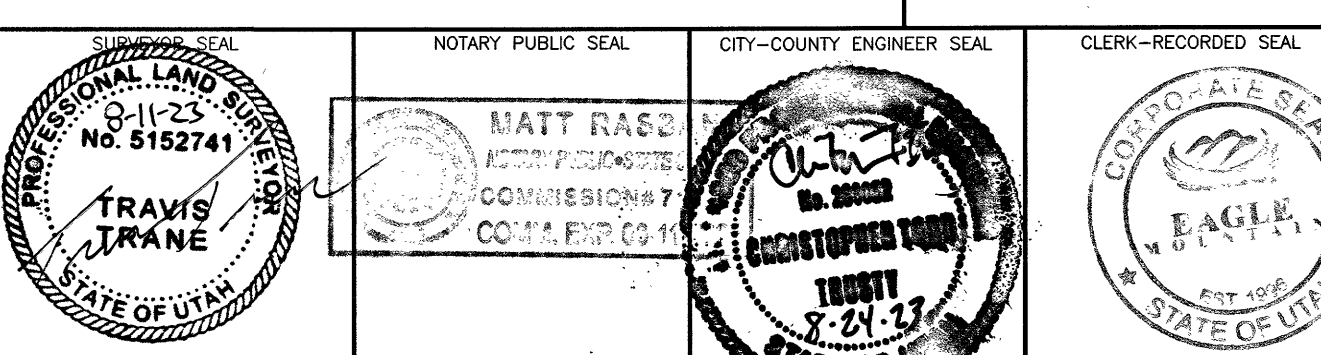
APPROVED BY MAYOR: [Signature]
APPROVED BY CITY ENGINEER: [Signature]
ATTEST BY CITY RECORDER: [Signature]
(See Seal Below)

HARMONY PHASE 'A' PLAT '9'

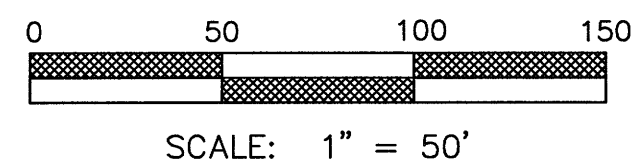
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION
ENT 490822-2023 MAP# 15952
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Oct 16 02:26 PM FEE 206.00 BY MR
RECORDED FOR EAGLE MOUNTAIN CITY



CHRISTOPHER TODD TRAVY
No: 200052

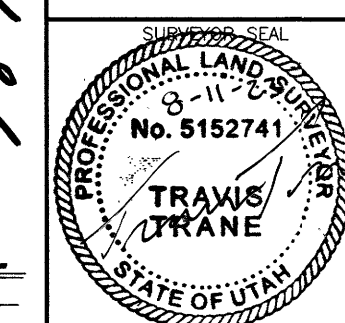


Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C27	101.96	1015.00	5°45'19"	101.91	N16°05'16"W
C28	104.59	1015.00	5°54'14"	104.54	N21°55'03"W
C29	20.00	1015.00	1°07'45"	20.00	N25°26'02"W
C30	90.64	1015.00	5°07'00"	90.61	N28°33'24"W
C31	90.64	1015.00	5°07'00"	90.61	N33°40'24"W
C32	62.31	1015.00	3°31'01"	62.30	N37°59'24"W
C33	44.59	796.50	3°12'27"	44.58	N30°48'35"W
C34	44.59	796.50	3°12'27"	44.58	N27°36'08"W
C35	20.00	796.50	1°26'20"	20.00	N25°16'45"W
C36	52.60	796.50	3°47'02"	52.59	N22°40'04"W
C37	40.58	796.50	2°55'09"	40.58	N18°58'59"W
C38	40.60	796.50	2°55'14"	40.60	N16°23'47"W
C39	40.60	796.50	2°55'14"	40.60	N13°28'33"W
C40	40.60	796.50	2°55'14"	40.60	N10°33'20"W
C41	60.59	796.50	4°21'32"	60.58	N6°54'57"W
C42	41.80	796.50	3°00'25"	41.80	N3°13'58"W
C43	24.18	796.50	1°44'23"	24.18	N0°51'34"W
C44	46.16	745.50	3°32'52"	46.15	N1°45'49"W
C45	49.96	745.50	3°50'23"	49.95	N5°27'26"W
C46	49.97	745.50	3°50'27"	49.96	N9°17'51"W
C47	49.97	745.50	3°50'27"	49.96	N13°08'18"W
C48	49.97	745.50	3°50'27"	49.96	N16°58'44"W
C49	72.37	745.50	5°33'43"	72.34	N21°40'49"W
C50	20.00	745.50	1°32'14"	20.00	N25°13'47"W
C51	47.76	745.50	3°40'15"	47.75	N27°50'02"W
C52	47.71	745.50	3°40'00"	47.70	N31°30'10"W

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

ENT 68082=2023 MAP# 18952
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Oct 16 02:26 PM FEE 206.00 BY 15
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN _____ UTAH COUNTY, UTAH



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

SEA 14, 16SPZW, 5LBBMTU-038
Bm2



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

ENGINEERING

Monday, May 12, 2025

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

SUBJECT: Harmony phase 'A' plat 10 out of warranty Bond Release

City Recorder:

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

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

Sincerely

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

Cc: Gina Olsen, City Recorder



DATE: Monday, May 12, 2025
FROM: Robert Ballif Engineering Tech. II
SUBJECT: **Harmony phase "A" plat 10 walk through-updated**

A walk-thru was performed on the above subdivision. The following were present.

Robert Ballif – EM Engineering Assistant

After performing a walk-through, we have the following comments:

General Notes:

- ~~1. Exit sewer video.~~
- ~~2. Crack seal the phase lines.~~
- ~~3. All the concrete that is being removed needs to be inspected before you place the concrete.~~

Nathan St.:

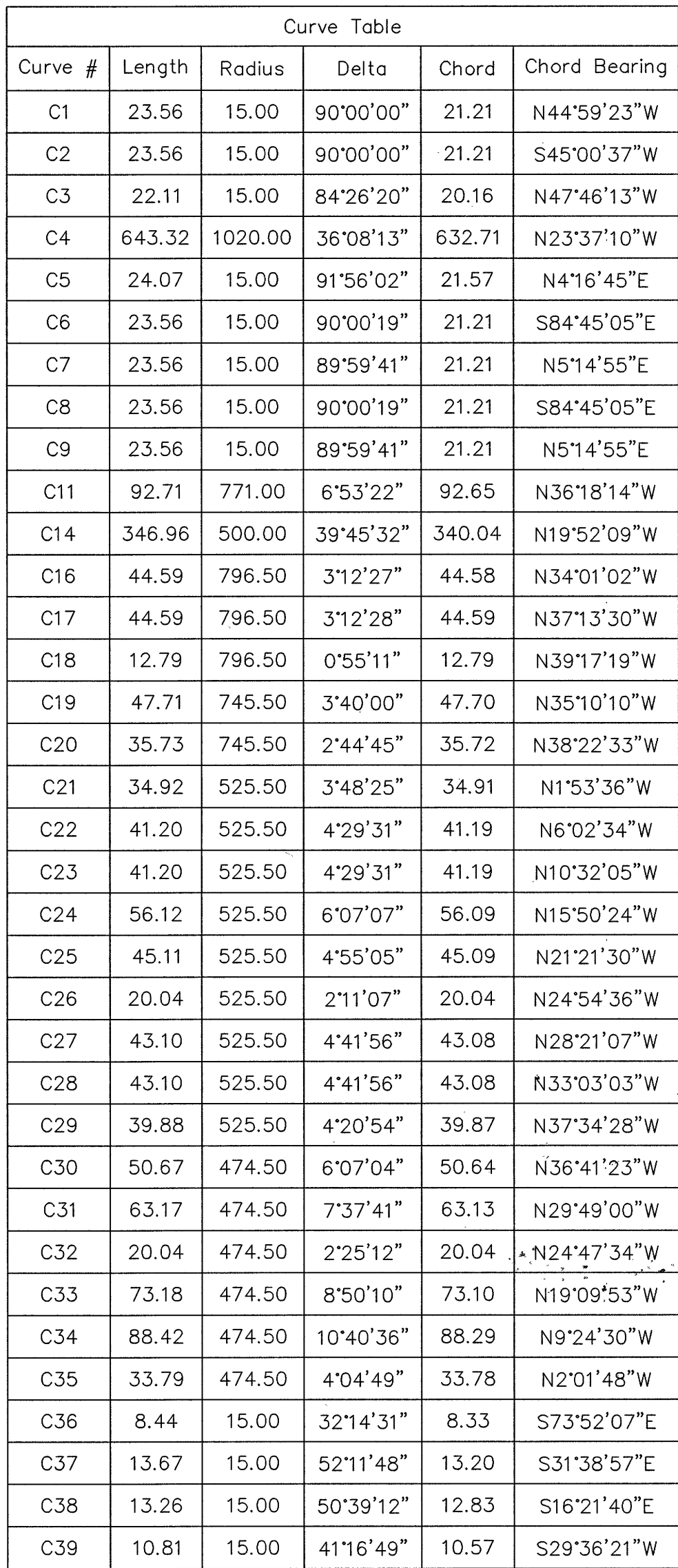
- ~~1. Any marked concrete, sidewalk & curb & gutter with red paint to be replaced. The curb is spalling.~~
- ~~2. Lot #'s 1025, 1024, 1039, & 140 place ADA placards for the trail way.~~
- ~~3. North end street sign to be fixed.~~

Janie St.:

- ~~1. Any marked concrete, sidewalk & curb & gutter with red paint to be replaced. The curb is spalling.~~
- ~~2. House #3708 sewer manhole clean.~~

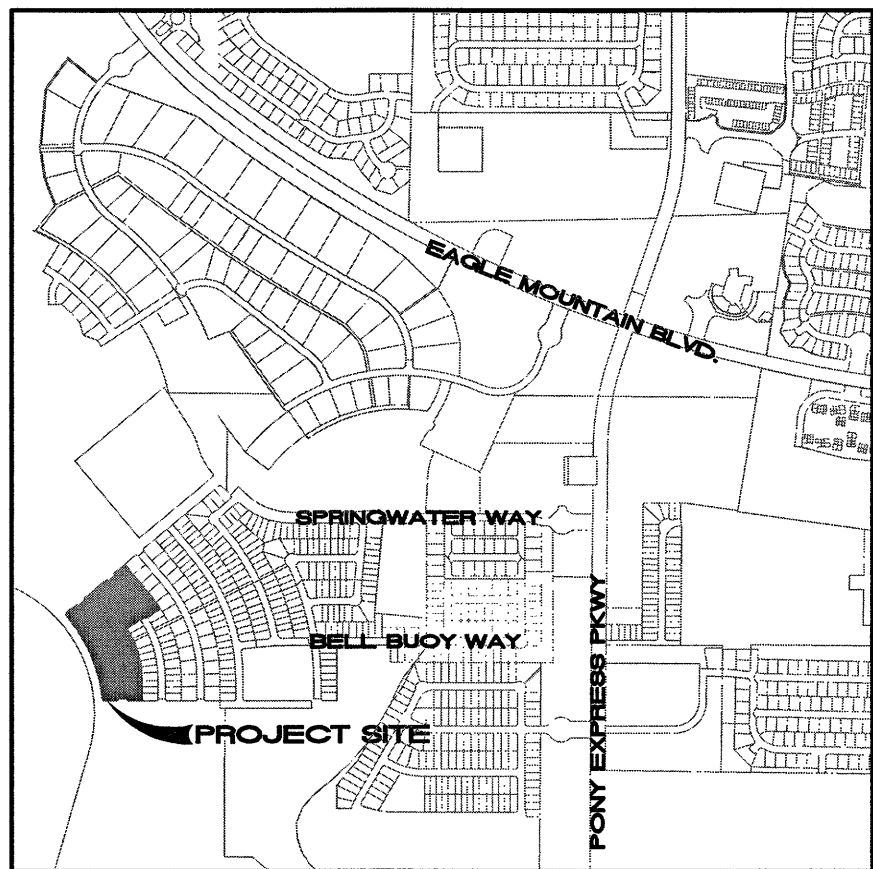
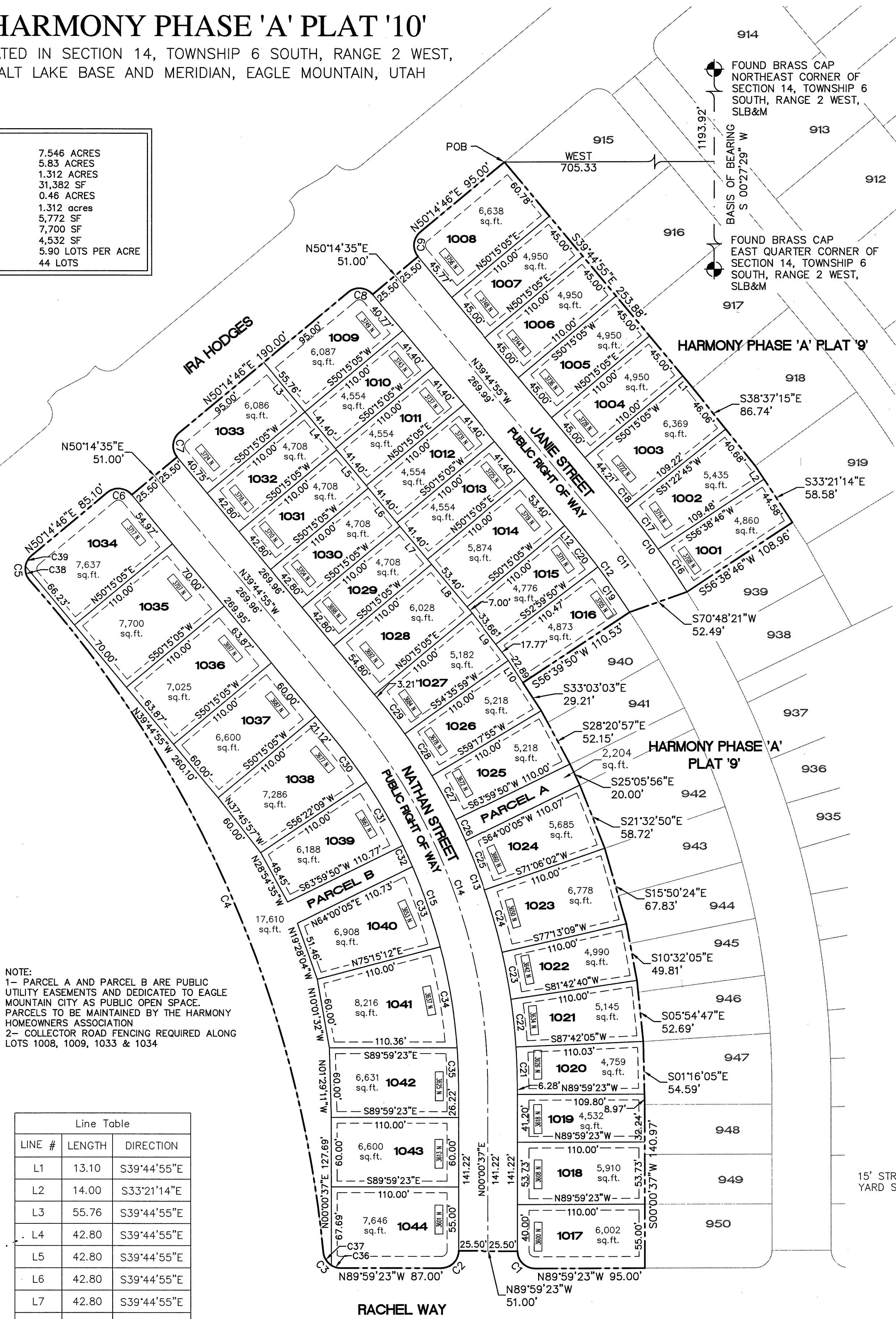
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

SITUATED IN SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

A decorative vertical line with a central flourish. The flourish is a stylized, symmetrical scrollwork design, resembling a calligraphic 'S' or a pair of interlocking loops. It is centered on a vertical line that has a slight taper at the top and bottom.

Line Table		
LINE #	LENGTH	DIRECTION
L1	13.10	S39°44'55"E
L2	14.00	S33°21'14"E
L3	55.76	S39°44'55"E
L4	42.80	S39°44'55"E
L5	42.80	S39°44'55"E
L6	42.80	S39°44'55"E
L7	42.80	S39°44'55"E
L8	54.80	S39°44'55"E
L9	51.43	S37°42'37"E
L10	22.89	N33°03'03"W
L12	10.21	S39°44'55"E

NOTE:
1- PARCEL A AND PARCEL B ARE PUBLIC UTILITY EASEMENTS AND DEDICATED TO EAGLE MOUNTAIN CITY AS PUBLIC OPEN SPACE. PARCELS TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION
2- COLLECTOR ROAD FENCING REQUIRED ALONG LOTS 1008, 1009, 1033 & 1034



VICINITY MAP

DOMINION ENERGY UTAH

Questa Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purpose of confirming that the plat contains public utility easements.

Dominion Energy Utah hereby requires additional easements in order to serve this development. This approval does not constitute rebrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners' dedication or in the Notes and does not constitute a guarantee of any results, terms, conditions or natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.

Questar Gas Company
dba Dominion Energy Utah

Approved this 21 day of August 2023

By: Deed Bill Title: 902 construction rep II

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-37 this plot conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plot and approves this plot solely for the purpose of confirming that the plot contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.

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

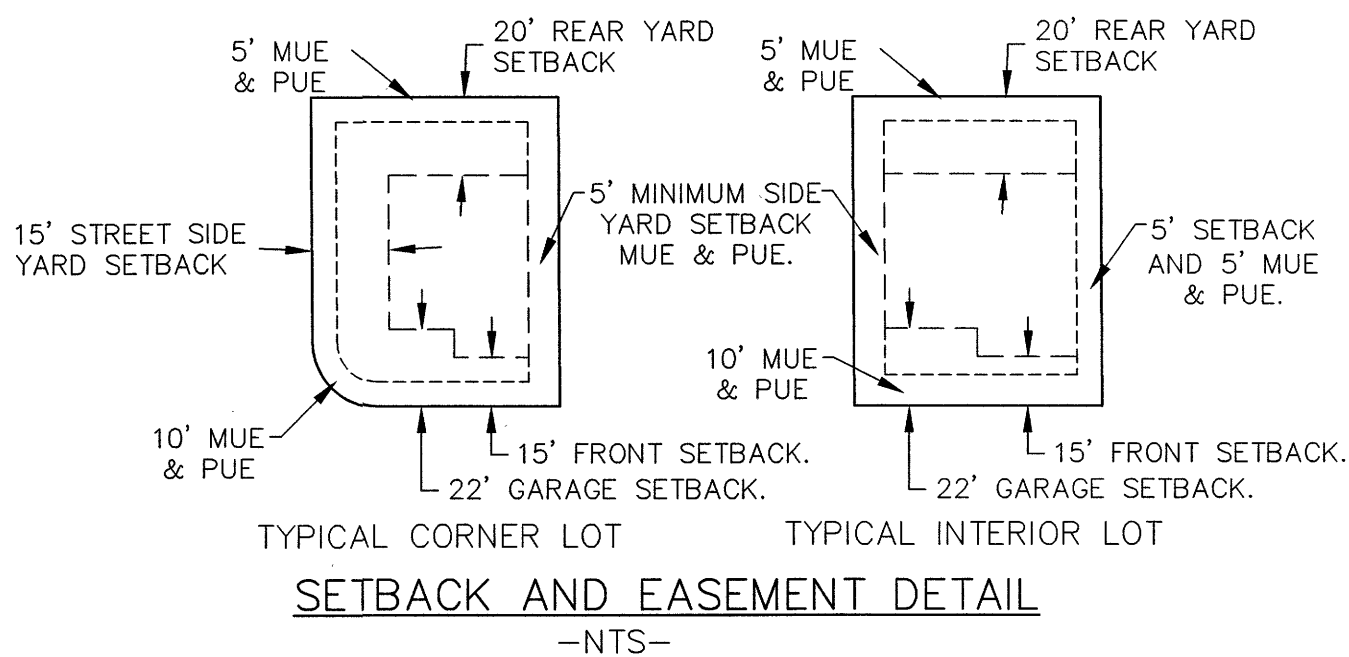
Dal Edwards 8/21/2023

ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

Wagner Alfred 8/18/2023
DIRECT COMMUNICATIONS DATE



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

SURVEYOR'S CERTIFICATE

1. TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 0152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

Travis Truitt
(SURVEYOR), P.L.S. Aug 11, 2023
DATE

BOUNDARY DESCRIPTION

beginning at a point which is South 00°27'29" West 1193.92 feet along the section line and West 705.33 feet from the Northeast Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 39°44'55" East 253.88 feet; thence South 38°37'15" East 86.74 feet; thence South 33°21'14" East 55.88 feet; thence South 56°38'46" East 108.96 feet; thence South 70°48'21" West 124.24 feet; thence South 33°59'50" East 110.53 feet; thence South 29°30'29" East 29.30 feet; thence South 27°07'57" East 52.15 feet; thence South 25°05'56" East 20.00 feet; thence South 21°32'50" East 58.72 feet; thence South 15°50'24" East 67.83 feet; thence South 10°32'05" East 49.81 feet; thence South 05°55'44" East 52.69 feet; thence South 01°16'05" East 54.59 feet; thence South 00°00'37" West 140.97 feet; thence North 89°59'23" West 95.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 51.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 21.21 feet; thence Northwesterly 22.11 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 84°26'20" the chord of which bears North 47°46'13" West 20.16 feet; thence Northwesterly 643.32 feet along the arc of a 1020 foot radius curve to the left, through a central angle of 36°08'13" the chord of which bears North 23°37'10" West 632.71 feet; thence Northwesterly 24.07 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 91°56'02" the chord of which bears North 04°16'45" East 21.57 feet; thence North 50°14'46" East 85.10 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 44°59'23" East 21.21 feet; thence North 50°14'35" East 51.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 89°59'41" the chord of which bears North 05°14'55" East 21.21 feet; thence North 50°14'46" East 190.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'19" the chord of which bears South 44°59'45" East 21.21 feet; thence North 50°14'46" East 51.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 89°59'41" the chord of which bears North 05°14'55" East 21.21 feet; thence North 50°14'46" East 95.00 feet to the point of beginning.

Parcel contains: 7.546 acres

Basis of Bearing: the line between the Northeast Corner and the East Quarter Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

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

OWNER(S):
PRINTED: Nate Hutchinson, President
BCP Development, Inc.

AUTHORIZED SIGNATURES

 8/17/2023

ACKNOWLEDGEMENT

On the 17th day of August, 2023, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 6/11/25
718363
 COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE **NOTARY PUBLIC**
Matt Rasband **COMMISSIONED IN**
PRINTED NAME OF NOTARY **UTAH**

ACCEPTANCE BY LEGISLATIVE BODY

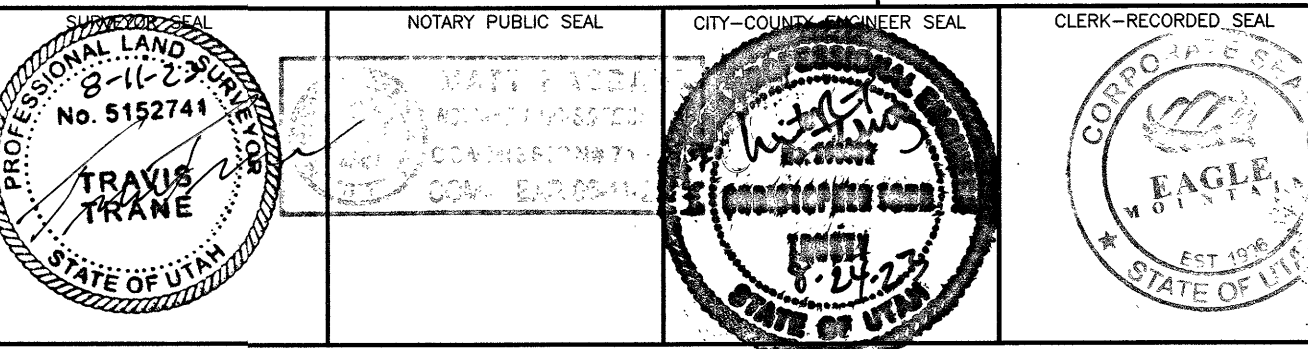
The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 31 day of August, 2023

APPROVED BY MAYOR _____
APPROVED BY CITY ATTORNEY _____
APPROVED BY CITY ENGINEER _____
(See Seal Below)

HARMONY PHASE 'A' PLAT '10'

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH



CHRISTOPHER TODD TRUSTY
NO. 266052

ENT 20014:2024 MAP# 19168
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Mar 28 04:24 PM FEE 142.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY



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

ENGINEERING

Monday, May 12, 2025

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

SUBJECT: Pole Canyon NPA-11 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Gina Olsen, City Recorder



DATE: Thursday, May 8, 2025
TO: Vince Hogge
FROM: Robert Ballif - Engineering Assistant
SUBJECT: Pole Canyon NPA-11 subdivision walk through-Updated

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – EM Engineering Assistant

After performing a walk-through, we have the following comments:

General Notes:

- ~~1. As built CAD files for all of them. Engineer to do.~~
- ~~2. Asphalt patches where not inspected, and proof rolls not done on new section. City will need an extended warranty on those patches. 5 years.~~
- ~~3. All lots are missing the sewer and water services stamp on the curb and will need a brass pin place in the curb with a "W" for water & "S" for sewer. Check at exit warranty.~~
- ~~4. All lots are missing the 2x4 boards in the lots to mark the sewer & water service stubs. The boards to be painted green for sewer and blue for water.~~
- ~~5. All testing for the project to be sent to city inspector, i.e., sewer, water, asphalt, compaction, & concrete. Hardline to do.~~
- ~~6. Multiple sections of curb & sidewalk to be replaced, marked with red paint.~~

Jackson St.:

- ~~1. Lot #101 sewer stub on Adams St. expose the clean out and place a manhole cone over to grade with lid and cap on the clean out.~~
- ~~2. Intersection of Jackson & Adams the ADA placard remove the plastic off the placard. Grind down the excess concrete at the top of placard.~~
- ~~3. Lot #101 by ADA section of waterway concrete broken.~~
- ~~4. Lot # 102 section of curb broken, and water can is too close to the curb, see general note 2.~~
- ~~5. Lot #103 new sewer manhole add steps (3 or 4), clean manhole, grout the pipes.~~
- ~~6. Lot # 105 water valve clean out. Sewer manhole clean & add step.~~
- ~~7. Lot # 107 sewer manhole clean & add steps.~~
- ~~8. Lot # 107 water can too close to the curb, see general note #2.~~
- ~~9. Lot # 108 sewer manhole place collar around it in the new asphalt. Cleanout manhole.~~
- ~~10. Lot # 108 the water valves to be exposed and collared. Clean valves.~~
- ~~11. Lot # 109 water can collar broken, replace.~~
- ~~12. Lot # 109 concrete spill on sidewalk to be cleaned up.~~
- ~~13. Lot # 109 missing property pin at the west end curb. Engineer to do.~~
- ~~14. Lot # 110 missing the property pin west end of curb. Engineer to do.~~

Eisenhower Ave.:

- ~~1. Lot # 110 missing the ADA ramp on the corner.~~
- ~~2. Lot # 110 sampling station missing the locate wire and concrete pad around it, also make sure it is on and working.~~
- ~~3. Lot #114 water can does not meet EM City spec and needs to be replaced before the meter is set. See general note #2.~~
- ~~4. Lot # 115 fire hydrant raise 1 foot.~~

Jefferson Ave.:

- ~~1. Lot # 118 fire hydrant raise 1 foot.~~
- ~~2. Lot #119 manhole to be cleaned & steps added. Cannot see inside.~~
- ~~3. Lot # 120 air vac to be exposed and manhole exposed, check to see if it is on and to city spec. concrete pad placed around the vent with weep hole exposed.~~

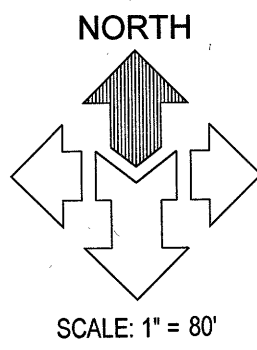


2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

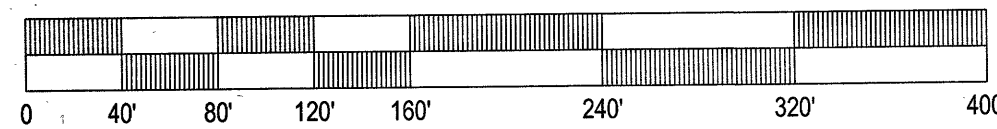
- ~~4. Lot # 120 curb to be extended to the west to place property pin. Engineer & Hardline to do if property pin shows that curb and sidewalk need to be extended.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.



POLE CANYON NPA-11 SUBDIVISION

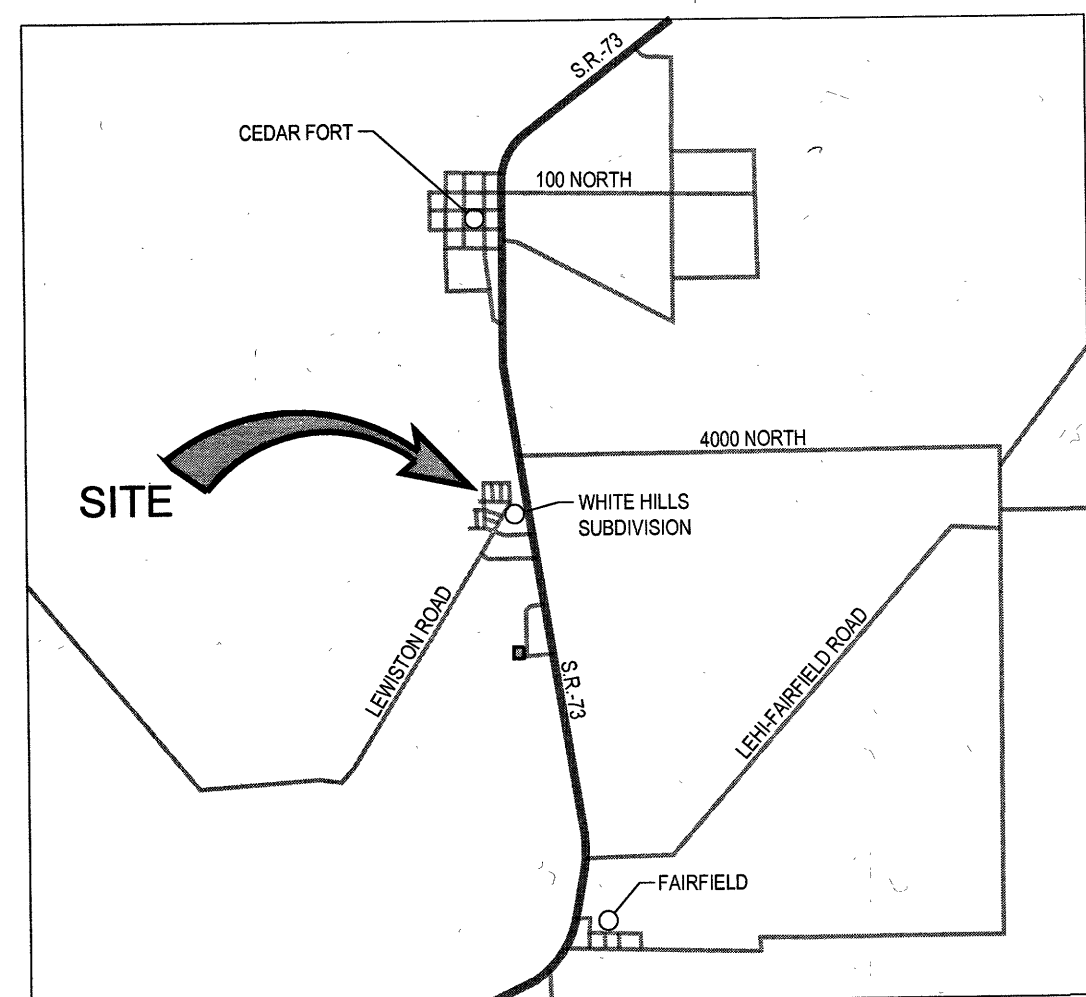
LOCATED IN THE NORTHEAST QUARTER OF SECTION 18
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



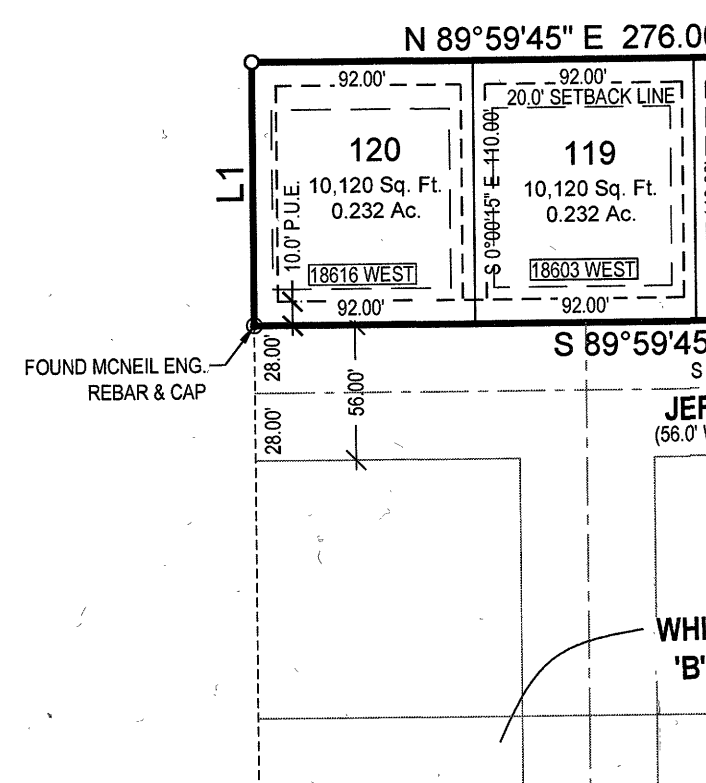
LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- EXISTING CENTERLINE
- EXISTING LOT LINES
- NEW RIGHT OF WAY LINE
- EASEMENT LINE
- P.U.E. (PUBLIC UTILITY EASEMENT)
- SETBACK LINE
- FOUND CENTERLINE MONUMENT
- FOUND UTAH COUNTY SECTION CORNER
- SUBDIVISION BOUNDARY CORNER

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 00°00'15" W	110.00'
L2	S 00°00'15" E	110.00'



VICINITY MAP
SCALE: N.T.S.



DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

DIRECT COMMUNICATIONS DATE

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ASSURANCE OR WARRANTY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-368-8532.

APPROVED THIS ____ DAY OF _____, 20__ DOMINION ENERGY

BY _____
TITLE _____

ROCKY MOUNTAIN

1. PURSUANT TO UTAH CODE ANN § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN § 17-27A-80(A)(1)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER

(1) A RECORDED EASEMENT OR RIGHT OF WAY
(2) THE LAW APPLICABLE TO PREScriptive RIGHTS
(3) TITLE 5A, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

ROCKY MOUNTAIN POWER DATE

PREPARED BY:
McNEIL ENGINEERING
Designing for the Future Since 1983™
8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

QUARTER CORNER COMMON TO SECTION 17 & 18,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE
BASE & MERIDIAN, FOUND UTAH COUNTY BRASS
CAP MONUMENT SET 0.2' BELOW NATURAL GROUND.

WILSON AVENUE

PLAT CALCULATIONS	
TOTAL ACRES:	5.888
UN-BUILDABLE ACRES:	0.150
TOTAL ACRES IN LOTS:	5.438
TOTAL OPEN SPACE:	NONE
TOTAL AREA IN STREET:	6,552 SQ. FT.
TOTAL IMPROVED OPEN SPACE:	NONE
AVERAGE LOT SIZE:	0.272
LARGEST LOT SIZE:	0.320
SMALLEST LOT SIZE:	0.245
OVERALL DENSITY:	3.7 LOTS PER ACRE
TOTAL NUMBER OF LOTS:	20

TYPICAL LOT DETAIL

TYPICAL CORNER LOT DETAIL

SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6135190, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT IN ACCORDANCE WITH STATE CODE 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS HEREINAFTER TO BE KNOWN AS:

POLE CANTON PHASE 1 SUBDIVISION

AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°26'25" WEST, ALONG THE SECTION LINE, A DISTANCE OF 1017.03 FEET AND SOUTH 89°59'45" WEST, A DISTANCE OF 175.02 FEET, FROM THE UTAH COUNTY MONUMENT MARKING THE CORNER COMMON TO SECTION 7, 8, 17, AND 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°59'45" WEST, ALONG THE NORTH LINE OF JACKSON STREET AND THE NORTH LINE OF WHITE HILLS PLAT 'C' SUBDIVISION, A DISTANCE OF 828.00 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0°00'15" EAST, ALONG THE WEST LINES OF SAID WHITE HILLS PLAT 'C', AND PLAT 'B', A DISTANCE OF 870.00 FEET, TO THE NORTH LINE OF JEFFERSON AVENUE; THENCE SOUTH 89°59'45" WEST, ALONG SAID NORTH LINE AND THE PRODUCTION THEREOF, A DISTANCE OF 380.00 FEET, THENCE NORTH 0°00'15" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 89°59'45" EAST, A DISTANCE OF 276.00 FEET; THENCE NORTH 0°00'15" WEST, A DISTANCE OF 870.00 FEET; THENCE NORTH 89°59'45" EAST 938.00 FEET; THENCE SOUTH 0°00'15" EAST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 228,240 SQ. FT., OR 5.263 ACRES IN TWENTY (20) RESIDENTIAL LOTS.

DATE 10/08/21

Dennis K. Withers
DENNIS K. WITHERS
L.S. LICENSE NO. 6135190
(SEE SEAL BELOW)

OWNER'S CERTIFICATION AND DEDICATION

WE, THE UNDERSIGNED OWNER(S) OF ALL OF THE REAL PROPERTY DEPICTED AND DESCRIBED HEREON HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACE, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW TO BE HEREBY DEDICATED UNDER PROVISION OF 10-9a-507, UTAH CODE, WITHOUT CONDITIONS, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH ALL STREETS, WATER SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACE, SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

COURRHO WOOD RANCH, LLC
BY: NATHAN SHIPP
ITS: MANAGER

10/10/21

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE) SS
ON THIS 8th DAY OF October, IN THE YEAR 2021, BEFORE ME, Gina Francom, A NOTARY PUBLIC, PERSONALLY APPEARED NATHAN SHIPP, THE MANAGER OF COURRHO WOOD RANCH, LLC, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD REGARDING THE POLE CANYON NPA-11 SUBDIVISION, AND WAS SIGNED BY HIM ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.
COMMISSION NUMBER 7114913
COMMISSION EXPIRES 2-23-2025
Gina Francom
PRINT NAME: Gina Francom
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUOUS USE OF THE PUBLIC THIS 13 DAY OF October, A.D. 2021.
APPROVED BY MAYOR: [Signature]
APPROVED BY CITY ATTORNEY: [Signature]
APPROVED BY CITY ENGINEER: (SEE SEAL BELOW)
ATTEST: [Signature] CITY RECORDER (SEE SEAL BELOW)

GENERAL NOTES:

- THE BASIS OF BEARING FOR THIS PLAT IS SOUTH 00°26'25" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
- COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESES INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
- PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "McNEIL ENG." OR A NAIL & WASHER BEARING THE SAME INSIGNIA, UNLESS OTHERWISE NOTED HEREON.
- THE BOUNDS OF EXISTING WHITE HILLS SUBDIVISIONS WERE ESTABLISHED BASED UPON THE OFFICIAL PLATS THEREOF.
- EXISTING EASEMENTS SHOWN ON THIS PLAT ARE BASED UPON THE COMMITMENT FOR TITLE INSURANCE PREPARED BY: COTTONWOOD TITLE COMPANY FILE NO. 561117, WITH AN EFFECTIVE DATE OF JANUARY, 07/2015, AT 7:30 A.M.
- THE ESTATE OR INTEREST IN THE LAND DESCRIBED ON THIS PLAT IS FE SIMPLE AND THE TITLE THERETO IS VESTED IN: COURRHO WOOD RANCH LLC, ACCORDING TO THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE.
- STREETS ABUTTING THIS SUBDIVISION WHERE PREVIOUSLY DEDICATED PER THE WHITE HILLS PLATS 'A', 'B', AND 'C'.

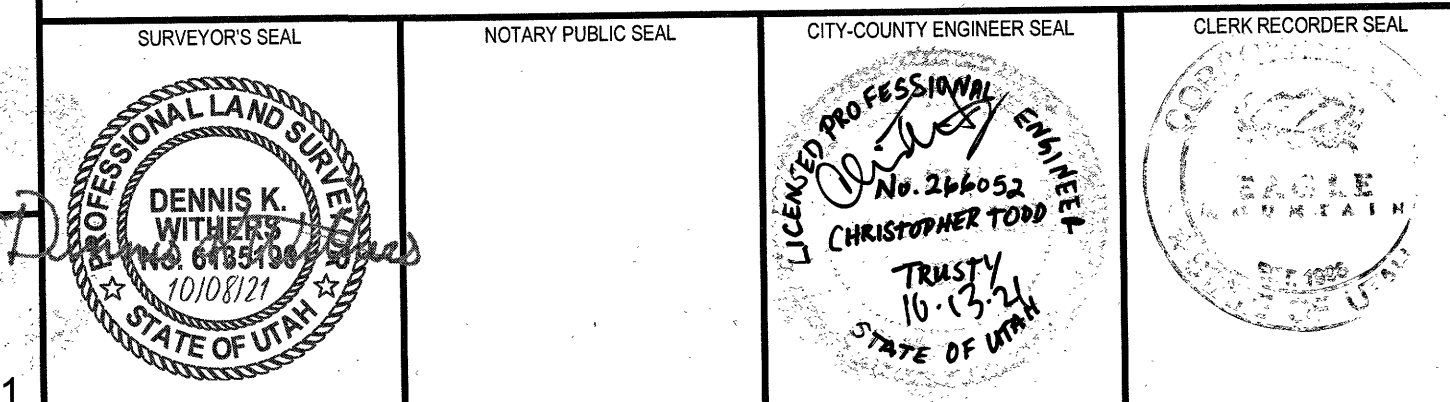
PLAT

POLE CANYON NPA-11 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 18
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 80 FEET



SHEET 1 OF 1



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

MAY 6, 2025, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City; Fionnuala Kofoed, Assistant City Manager; John Magness, Legislative and Policy Analyst; Gina Olsen, City Recorder; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Ashley Swensen, Planner; Lacie Messerly, Deputy Recorder; Mack Straw, Public Utilities Manager; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Public Services Manager; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; B.J. Eccles, Sergeant and Carlos Vasquez, Intern.

CITY STAFF PRESENT ELECTRONICALLY: Angela Valenzuela, Human Resource Manager; Michele Graves, Library Director and Embret Fossum, UFA Battalion Chief.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:04 PM. He noted that Councilmember Wood was excused from the meeting due to illness.

Item 7.D. of the Policy Session was presented before Item 1.A. of the Work Session.

- 7.D. RECOGNITION - Matthew Banks - Recipient of the 2024 Award for Outstanding Water Reclamation Operator of the Year (Under 5 MGD) from the Water Environment Association of Utah (WEAU)

[The recording of the recognition can be found online here at 00:00:21.](#)

Mayor Westmoreland presented a plaque to Matthew Banks in recognition of his 2024 Outstanding Water Reclamation Operator of the Year award from the Water Environment Association of Utah.

1. DISCUSSION AND INFORMATION ITEMS

- 1.A. UPDATE - Mid Valley Road Feasibility Study Alignment

[The recording of the discussion can be found online here at 00:02:22.](#)

Avenue Consultants representative Kevin Croshaw presented an updated alignment for the Mid Valley Road based on the recommendations from their last presentation to the City Council. The new possible alignment options include higher speeds and reduced grades.

1.B. PRESENTATION - Firefly Development Report

[The recording of the discussion can be found online here at 00:20:48.](#)

Representative David Vitek and Nate Shipp of DAICLH, LLC presented an update on the Firefly Development and included statistics on project growth, community usage, financial expenditures and water tank usage over the past two years.

1.C. 2025 LEGISLATIVE REPORT - Jacob Anderegg, ThinkUtah

[The recording of the discussion can be found online here at 00:55:57.](#)

Representative Jacob Anderegg from ThinkUtah provided a report covering several topics, including the Alpine School District split, a House Bill 249 related to energy zones, water availability in Eagle Mountain City, sewer infrastructure, economic development, transportation, housing, and potential county government reorganization.

2. AGENDA REVIEW

Councilmembers did not review the agenda during the Work Session and proceeded directly into Closed Session.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Wright moved to adjourn to 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. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 01:17:24.](#)

The Work Session was adjourned to a Closed Session at 5:22 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:10 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Burnham led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. RECOGNITION / INTRODUCTIONS

7.A.INTRODUCTION - 2025 Pony Express Days Rodeo Royalty

[The recording of the item can be found online here at 01:20:38.](#)

The Pony Express Days Rodeo Royalty introduced themselves to Councilmembers.

The Queen Royalty representing individuals ages 15 and older included:

- Queen Jane Ann Tanner
- First Attendant Taya Hess
- Second Attendant Sydney Nielsen

The Princess Royalty representing individuals ages 14 and younger included:

- Princess Coley Smith
- First Attendant Lexi Park
- Second Attendant Nicole Anacleto

7.B.RECOGNITION - Graduates of the Inaugural Class of the Eagle Mountain Academy

[The recording of the item can be found online here at 01:24:59.](#)

Mayor Westmoreland recognized the graduates of the Inaugural Class of the Eagle Mountain Academy, and each graduate was congratulated by the Mayor and members of the City Council.

Members of the Citizens Academy included: Marian Burningham, Pablo Macouzet, Michael Steadman, Evan Silver, Brad Barnum, Detelina Dokuzanova, Tyson Taylor, Sydney Hoopes, Luka Dokuzanov, Steve Proffit, Stephanie Frome, Krystal Silver, Garrett Haueter, Madison Valikoula, Michka Morris, Ashley Lott, DJ Searcy, Teodora Taylor, Lexi Hill, and Donna Obe.

7.C. RECOGNITION - Kaleb Horinek - 2025 Junior Shotgun CAT Games: Bronze Medal, Junior Mixed Trap Team, and 2025 Spring Selection Match: Gold Medal, Junior Men's Trap

[The recording of the item can be found online here at 01:32:24.](#)

Councilmember Gray recognized Kaleb Horinek for achievements in competitive shooting, including earning a Bronze Medal in the Junior Mixed Trap Team event at the 2025 Junior Shotgun CAT Games and a Gold Medal in Junior Men's Trap at the 2025 Spring Selection Match.

Kaleb Horinek shared his experiences to the City Council about competitive shooting events and what he hopes to accomplish in the future.

Item 7.D. was presented during the Work Session before Item 1.A.

- 7.D. RECOGNITION - Matthew Banks - Recipient of the 2024 Award for Outstanding Water Reclamation Operator of the Year (Under 5 MGD) from the Water Environment Association of Utah (WEAU)

[The recording of the item can be found online here at 00:00:13.](#)

8. APPOINTMENTS

- 8.A. Youth Council Committee Advisor

1. Jessi Call – Serving May 6, 2025 through June 30, 2026

MOTION: *Councilmember Wright moved to approve the appointment of Jessi Call as a Youth Council Committee Advisor beginning immediately through June 30, 2026. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

City Recorder Gina Olsen administered the Oath of Office to Jessi Call.

[The recording of the appointment can be found online here at 01:39:31.](#)

9. PUBLIC COMMENTS

Mayor Westmoreland opened the Public Comment period at 7:34 PM.

The following individuals spoke during the Public Comment period: Marian Burningham, Steven Proffit, and Mayor Westmorland read an email that was received from Adam Clark.

Mayor Westmoreland closed the Public Comment period at 7:41 PM.

[The recording of the public comments can be found online here at 01:42:39.](#)

10. CITY COUNCIL/MAYOR ITEMS

[The recording of the discussion can be found online here at 01:50:50.](#)

The Mayor and Councilmembers offered comments to the public.

CONSENT AGENDA

11. BOND RELEASES

- 11.A. Parkway Fields Phase D, Plat 1 - Into Warranty

- 11.B. Parkway Fields Phase G, Plat 1 - Into Warranty
- 11.C. Pacific Springs Phase A, Plat 5 - Into Warranty
- 11.D. Eagle Ridge Phase A, Plat 1 - Out of Warranty

12. CHANGE ORDERS

- 12.A. CHANGE ORDER - Old Airport Road Phase 3 Design, Civil Science Change Order #6

13. MINUTES

- 13.A. April 1, 2025 Minutes - Regular City Council Meeting
- 13.B. April 15, 2025 Minutes - Regular City Council Meeting

14. PRELIMINARY PLATS & SITE PLANS

- 14.A. SITE PLAN - Harmony Multi-family Elevations
- 14.B. SITE PLAN - Towns at Brylee Farms Elevations (Amendment)
- 14.C. SITE PLAN - McDonald's (City Center)
- 14.D. SITE PLAN - Panda Express

15. RESOLUTIONS

- 15.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the Off-Highway Trails Plan to Bike Utah in partnership with Shapeshift Terrain Parks, and Approving the Contract
- 15.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the Parks, Trails, and Open Space Master Plan Update to MHTN and Approving the Contract
- 15.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving and Authorizing the Execution of an Interlocal Cooperation Agreement for Participation in the Utah Valley HOME Consortium
- 15.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting Firework Restrictions
- 15.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule to Add Secondary Water User Rates, and a Table for Secondary Water Meter Connections
- 15.F. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing a Member Representative to the North Utah Valley Animal Services Special Service District Board

MOTION: *Councilmember Gray moved to approve the Consent Agenda noting the amount of the Change Order is \$47,930 on Item 12.A and removing Item 15.C. for no action. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 01:59:16.](#)

SCHEDULED ITEMS

16. ORDINANCES/PUBLIC HEARINGS

- 16.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

[The recording of the discussion can be found online here at 02:06:26.](#)

Senior Planner Robert Hobbs presented the item which is a request to amend the General Plan Future Land Use Map from Business Park/Light Industry to Foothill Residential on 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.

The Applicant updated the request to Foothill Residential following City Council feedback at the April 15, 2025 City Council meeting where this matter was last heard. The original request was to rezone to R1, RC and CC. The Future Land Use Map must be amended for the proposed Foothill Residential Zone to be approved. The City Council felt that the Foothill Residential zone was more conducive to larger lots and could incorporate commercial development.

Mayor Westmoreland opened the Public Hearing at 8:10 PM.

The following individuals spoke during the Public Comment period: D.J. Searcy and Marian Burningham.

Mayor Westmoreland closed Public Hearing at 8:13 PM.

[The recording of the public hearing can be found online here at 02:19:35.](#)

Applicant Brad Mackay with Ivory Development responded to questions from Councilmembers, providing clarification on project details and addressing concerns related to planning, infrastructure, and community impact.

[The recording of the discussion can be found online here at 02:28:07.](#)

MOTION: *Councilmember Gray moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Valley Holbrook from Business Park/Light Industry to Foothill Residential on 73.03 acres*

of property located in the north side of SR-73, south of 8000 North and west of Airport Road, preserving approximately 15 acres of commercial land near the SR-73 freeway and the Airport Road intersection. The motion died for lack of a second.

MOTION:

Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map for Certain Lands Known as Cedar Valley Holbrook from Business Park/Light Industry to Foothill Residential on 73.03 acres of property located in the north side of SR-73, south of 8000 North and west of Airport Road. Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	No
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a 3:1 vote.

[The recording of the motion can be found online here at 02:37:37.](#)

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

[The recording of the discussion can be found online here at 02:50:10.](#)

This item is related to the previous item and is a request to rezone existing Agriculture zoned land to Foothill Residential zoning for 73.03 acres of property located in the north side of SR-73, south of 8000 North, and west of Airport Road Parcel #s 58:047:0060, 58:047:0058, 58:047:0061, and 58:047:0062 in Eagle Mountain City.

Mayor Westmoreland opened the Public Hearing at 8:41 PM. No one desired to speak and Mayor Westmoreland closed the Public Hearing.

MOTION:

Councilmember Burnham moved to adopt an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Cedar Valley Holbrook from Agriculture to Foothill Residential with the condition that Wildlife Corridor fencing be marked on the west side to comply with the Wildlife Corridor requirement. Councilmember Wright seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	No
Rich Wood	Excused
Brett Wright	Yes

The motion passed with a 3:1 vote.

[The recording of the motion can be found online here at 02:53:01.](#)

- 16.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Relating to Political Signage

[The recording of the discussion can be found online here at 02:53:49.](#)

Policy Analyst John Magness presented a proposal to enact an Ordinance amending Title 17 Chapter 80.120 Exempt Signs by replacing existing language about the size and placement of political signs with more specific language about the size, placement, location, and timing of political signs (ie. pertaining to election campaigns, candidates etc.).

Mayor Westmoreland opened the Public Hearing at 8:47 PM. No one desired to speak and Mayor Westmoreland closed the Public Hearing.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Relating to Political Signage. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 02:57:00.](#)

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

[The recording of the discussion can be found online here at 02:57:41.](#)

Director of Administrative Services Kimberly Ruesch reviewed that State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the sixth amendment to the 2024-2025 Fiscal Year Annual Budget, and amends the General Fund, Capital Project Fund, Special Revenue Funds, Debt Service Funds, and Enterprise Funds.

Mayor Westmoreland opened the Public Hearing at 9:18 PM. No one desired to speak and Mayor Westmoreland closed the Public Hearing.

MOTION: *Councilmember Burnham moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Sixth Amendment to the 2024-2025 Fiscal Year Annual Budget, adding \$20,000 to the Special Events budget line item to allow flexibility on selecting a utility task vehicle (UTV). Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 03:28:27.](#)

17. RESOLUTIONS

- 17.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2025-2026 and Setting a Public Hearing for the Final Budget on June 3, 2025

[The recording of the discussion can be found online here at 03:31:25.](#)

Director of Administrative Services Kimberly Ruesch presented the item. The proposed resolution is the acceptance of the Eagle Mountain City Tentative Budget for Fiscal Year 2025-2026 and sets a Public Hearing for June 3, 2025. Per State Code, the annual budget process begins with the preparation of a tentative budget by the budget officer that is presented to the Council during the first regularly scheduled meeting in May.

The tentative budget is the transition of the budget process from Administration to the Legislative body. Once the tentative budget is adopted, the Council will review, discuss, and potentially revise the proposal. The final proposal is then made available to the public prior to the required public hearing and then formally adopted. The fiscal year 2025-2026 final budget is anticipated to be adopted on June 17, 2025.

MOTION: *Councilmember Wright moved to adopt a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2025-2026 and Setting a Public Hearing for the Final Budget on June 3, 2025. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 03:57:39.](#)

18. MOTIONS

- 18.A. MOTION - Approval of the META Site Road Completion and Cross-Section Adjustment

[The recording of the discussion can be found online here at 03:58:38.](#)

City Engineer Vince Hogge presented this item, stating that META intends to finish the roadways located on the site currently under construction. This approach would allow construction to be completed prior to contractor demobilization. The roadways in question are situated along the north and west boundaries of the site, with only half of the road cross-sections falling within the META-owned area. These roadways are classified as minor collectors with a 77-foot right-of-way width. In locations where adjacent parcels are not yet prepared for roadway development, META is proposing a modified cross-section design that would accommodate two full drive lanes within the area under META's control. Specific adjustments include the following:

- Change the 8' wide sidewalk to a 5' wide sidewalk.
- Change the 8' parking lane to a 12' drive lane (2' of this will be the gutter until the road is built out).
- Leave a 1' buffer zone at the property line for constructability.
- Use the 8' parkstrip as a drainage swale.

This is an industrial area; therefore, pedestrian traffic is minimal. Road traffic is also less and would be mostly limited to employees of the industrial areas but would also include construction traffic and truck traffic for deliveries to the industrial areas. With the limited road ROW width, it is proposed to use the space for more roadway and less pedestrian walkway.

When the other side of the roadway gets built in the future, the cross section on the adjacent landowner's property will be built to city standards which will leave the roadway with about 5' of extra asphalt. This can either be extra wide drive lanes or extra wide parking lanes.

This plan is the result of several meetings with Psomas, Public Works, and Engineering. Other options considered were one-way roads, narrower drive lanes, and/or reduced park strip areas.

MOTION: *Councilmember Gray moved to approve the META Site Road Completion and Cross-Section Adjustment with specific adjustments as outlined by staff:*

- *Change the 8' wide sidewalk to a 5' wide sidewalk.*
- *Change the 8' parking lane to a 12' drive lane (2' of this will be the gutter until the road is built out).*
- *Leave a 1' buffer zone at the property line for constructability.*
- *Use the 8' parkstrip as a drainage swale.*

Councilmember Clark seconded the motion.

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 04:05:52.](#)

19. TRAINING

19.A. TRAINING - Open & Public Meetings Act (OPMA)

[The recording of the training can be found online here at 04:07:10.](#)

Councilmembers requested that this item be postponed to a later date to ensure Councilmember Rich Wood could be present.

ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Gray moved to adjourn to 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. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes

Rich Wood Excused
Brett Wright Yes

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 04:07:49.](#)

The Policy Session was adjourned to a Closed Session at 10:03 PM. The meeting reconvened at 12:03 AM.

20. CITY COUNCIL/MAYOR’S BUSINESS AND LIAISON REPORTS

21. COMMUNICATION ITEMS

21.A. Department Updates

22. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 12:08 AM. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

[The recording of the motion can be found online here at 04:10:04.](#)

The meeting was adjourned at 12:08 PM.

Approved by the City Council on May 20, 2025.

Gina Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Professional Services Contract Renewal with Granicus for the OneView Software and Mobile App
ITEM TYPE:	Agreement
FISCAL IMPACT:	\$74,860.17 total contract cost for 3 years
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Tyler Maffitt, Communications
Manager

PRESENTED BY

Tyler Maffitt

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Professional Services Contract Renewal with Granicus for the OneView Software and Mobile App.

BACKGROUND:

Eagle Mountain City utilizes Granicus' OneView service as its mobile app and as a key resource for handling resident grievances about a variety of City-related issues. This service has allowed the City to effectively address thousands of resident-submitted issues over the past three years.

Residents are becoming increasingly aware about how to use the mobile app to request City staff respond to concerns pertaining to parks, streets, and a host of other issues. OneView has been a critical piece of public engagement for the City, and an efficient resource for our residents to handle issue responsiveness through the mobile app.

Granicus' responsiveness has been high quality and contract renewal is warranted.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT RENEWAL WITH GRANICUS FOR THE ONEVIEW SOFTWARE AND MOBILE APP

PREAMBLE

WHEREAS, Eagle Mountain City utilizes software tools to enhance transparency, resident engagement, and access to public information; and

WHEREAS, Granicus provides the City with its OneView software platform and mobile application, which supports these goals by consolidating public-facing services into a single user-friendly interface; and

WHEREAS, The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a renewal to the Professional Services agreement with Granicus, as set forth in Exhibit A.

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

1. The Professional Services Agreement with Granicus for the OneView Software and Mobile App is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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, Utah
on the 20th day of May, 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

Exhibit A

EAGLE MOUNTAIN CITY

CONTRACT FOR GOODS & SERVICES

This contract and all attachments are public record.

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

Granicus

LEGAL STATUS OF CONTRACTOR

Name

1999 Broadway, Suite 3600

Address

Denver, Colorado 80202

City, State Zip

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

Contact Name: Sophia Rasmussen

Email: sophia.rasmussen@granicus.com

Phone Number: 1-800-314-0147

Vendor Number: 100695

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

Continuation of software service OneView.

3. **CONTRACT PERIOD:**

Effective Date: 6/1/2025

Project Completion Deadline: 6/1/2028

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 6/1/2025

Renewal Options (if applicable): N/A

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

a. Total Contract Cost: 74,860.17 GL Account No: 10-19-41955-4261

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

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 5/20/2025

Eagle Mountain City Project Manager Signature: Tyler Maffitt

Eagle Mountain City Purchasing Agent Signature: Melissa Gates

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

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Gina L Olsen, CMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

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

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Granicus Proposal for Eagle Mountain, UT

ORDER DETAILS

Prepared By: Sophia Rasmussen
Phone:
Email: sophia.rasmussen@granicus.com
Order #: Q-430150
Prepared On: 05 May 2025
Expires On: 21 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 21 Jun 2025
Initial Order Term End
Date: 21 Jun 2028
Period of Performance: 22 Jun 2025 - 21 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Platform - Enterprise: Subscription	Annual	1 Each	\$20,241.97
Messaging: Subscription	Annual	1 Each	\$2,372.78
Knowledge Base: Subscription	Annual	1 Each	\$899.56
SUBTOTAL:			\$23,514.31

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	22 Jun 2026 - 21 Jun 2027	22 Jun 2027 - 21 Jun 2028
Platform - Enterprise: Subscription	\$21,456.49	\$22,743.88
Messaging: Subscription	\$2,515.15	\$2,666.06
Knowledge Base: Subscription	\$953.53	\$1,010.75
SUBTOTAL:	\$24,925.17	\$26,420.69

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Platform - Enterprise: Subscription	OneView Essentials Level Subscription, includes base platform, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
Messaging: Subscription	Ongoing annual maintenance for Messaging
Knowledge Base: Subscription	Ongoing subscription for Knowledge Base

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-430150 dated 05 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Eagle Mountain, UT to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-430150 dated 05 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Eagle Mountain, UT	
Signature:	
Name:	
Title:	
Date:	

ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the City to Enter into an Agreement with Sustainable Real Estate Solutions, Inc. to Provide Administrative and Professional Services for C-PACE Projects
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Authorizing the City to Enter into an Agreement with Sustainable Real Estate Solutions, Inc. to Provide Administrative and Professional Services for C-PACE Projects for the benefit of economic development opportunities.

BACKGROUND:

This resolution authorizes Eagle Mountain City to participate in Utah's Commercial Property Assessed Clean Energy (C-PACE) program and designate Sustainable Real Estate Solutions, Inc. (SRS) as the City's program administrator. C-PACE allows commercial and industrial property owners to access private financing for energy efficiency, renewable energy, and related improvements, which are repaid through a voluntary property assessment. Adoption of this resolution enables the City to facilitate C-PACE financing for local businesses and projects without financial obligation to the City.

This Professional Services Agreement between Eagle Mountain City and Sustainable Real Estate Solutions, Inc. (SRS) formalizes the City's engagement of SRS as the administrator of the C-PACE program within the City's boundaries. SRS is contracted by the Utah Office of Energy Development to provide C-PACE administration statewide. Under this agreement, SRS will manage project eligibility, capital provider coordination, and lien administration, with all costs paid by participating property owners. The City incurs no financial or administrative burden through this agreement.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Memorandum
2. Resolution
3. Agreement



DATE: April 10, 2025

TO: Eagle Mountain City Council

FROM: Economic Development Director

RE: Resolution and Agreement to Enable Commercial Property Assessed Clean Energy (C-PACE) Financing in Eagle Mountain City

Introduction & Purpose

This memo introduces the Commercial Property Assessed Clean Energy (C-PACE) program and outlines the benefits of Eagle Mountain City opting in by approving the attached Resolution and Professional Services Agreement with Sustainable Real Estate Solutions, Inc. (SRS). This action will allow commercial and industrial property owners within Eagle Mountain to access innovative, private-sector financing for energy efficiency, renewable energy, and related building improvements.

What is C-PACE?

C-PACE is a state-enabled financing tool that allows commercial, industrial, and certain multi-family property owners to secure long-term, fixed-rate financing for eligible improvements such as energy-efficient HVAC systems, solar installations, water conservation upgrades, and even EV charging stations. The financing is repaid through a voluntary energy assessment lien on the property, similar to a property tax assessment.

Importantly, this financing is not a City obligation, does not impact the City's credit, and uses no public funds. The C-PACE assessment stays with the property (not the owner) and is transferable upon sale. C-PACE financing can cover up to 100% of project costs, including soft costs, and offer terms up to 30 years.

How It Works

Once Eagle Mountain opts into the program, eligible property owners can apply for financing from private capital providers vetted by the program administrator, SRS. After





project eligibility is confirmed and consent is received from any existing mortgage holder, the City's only role is to levy the voluntary assessment and assign it to the capital provider. From that point forward, SRS handles administration, billing, and compliance on behalf of the City, at no cost or liability to the City.

Why This Is Timely

A practical need for C-PACE financing has already emerged within Eagle Mountain. The Ranches Golf Course previously installed solar panels on its new clubhouse and obtained initial bank financing. However, the lender unexpectedly withdrew, leaving the solar contractor unpaid and the Golf Course unable to access federal tax incentives associated with solar installations. By opting into C-PACE, the Ranches Golf Course can resolve this issue through retroactive financing allowed under the program.

This is not just a one-time solution. The high cost of commercial and industrial development in Eagle Mountain – due to utility infrastructure, construction costs, and financing gaps – often discourages private investment. C-PACE offers a market-driven solution to close these gaps, increase property values, support sustainable development, and attract quality businesses that prioritize long-term efficiency.

Why SRS?

SRS has been selected as the City's C-PACE program administrator because it is under contract with the Utah Office of Energy Development (UOED), which oversees C-PACE at the state level. SRS serves as the statewide administrator and is responsible for delivering C-PACE services to any Utah municipality that opts in to the program. Partnering with SRS ensures Eagle Mountain is aligned with the state's program structure, leverages existing expertise, and benefits from administrative consistency statewide.

City Obligations and Agreement Summary

By approving the Resolution and attached Professional Services Agreement:

- The City delegates C-PACE administrative responsibilities to SRS, a qualified third-party administrator under contract with the Utah Office of Energy Development.
- The City commits to cooperate in levying and recording the voluntary assessment, only when requested by property owners.





- The City bears no financial responsibility or ongoing administrative burden.
- The Agreement has a five-year term and may be terminated by the City with 30 days' notice.

All administrative costs are paid by the participating property owner via a program fee (3% of the financing, not to exceed \$90,000 per project).

Recommendation

C-PACE is a no-cost, low-risk opportunity for Eagle Mountain to encourage commercial reinvestment, foster green development, and support property owners in managing high up-front capital costs. I recommend the City Council approve the Resolution and Professional Services Agreement with SRS to authorize C-PACE financing within Eagle Mountain City.

Please feel free to reach out to me with any questions prior to the upcoming meeting.

Respectfully,
Evan Berrett
Economic Development Director
Eagle Mountain City



RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING THE CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SUSTAINABLE REAL ESTATE SOLUTIONS, INC. TO PROVIDE ADMINISTRATIVE AND PROFESSIONAL SERVICES FOR C-PACE PROJECTS

PREAMBLE

WHEREAS, Eagle Mountain City, Utah (the "City"), desires to facilitate the use of Commercial Property Assessed Clean Energy ("C-PACE") financing for eligible development projects within the City; and

WHEREAS, the City recognizes the importance of engaging a qualified program administrator to support the effective management and implementation of the C-PACE program; and

WHEREAS, Sustainable Real Estate Solutions, Inc. ("SRS") has been identified as a qualified C-PACE program administrator and has expressed its willingness to provide such administrative services; and

WHEREAS, a Professional Services Agreement (the "Agreement") between the City and SRS has been prepared, setting forth the duties and responsibilities of each party in connection with the C-PACE program; and

WHEREAS, the City Council finds that approving the Agreement will support economic development and promote energy-efficient investment opportunities within the City;

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

1. The Professional Services Agreement with SRS for the administration and management of the C-PACE program is hereby approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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, Utah
on the 20th day of May, 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

Exhibit A

THIS PROFESSIONAL SERVICES AGREEMENT is between EAGLE MOUNTAIN CITY, a Utah Municipal Corporation, and SUSTAINABLE REAL ESTATE SOLUTIONS, INC., a Delaware corporation, whose address is 179 Main St. #61, Monroe, CT 06468 (“SRS”, and collectively with the City, the “Parties”), and is dated as of the date that the Eagle Mountain City Recorder attests the applicable City signature (“Effective Date”).

RECITALS

A. Utah Code Title 11, chapter 42a (the “C-PACE Act”) authorizes the City to create an energy assessment area (“C-PACE Area”) and levy an assessment on a private property to cover the costs of an energy efficiency upgrade, a renewable energy system, or an electric vehicle charging infrastructure.

B. The City may delegate its administrative powers to a third party to administer its C-PACE program in accordance with the C-PACE Act and other relevant codes;

C. The City desires that SRS act as a consultant to assist the City in administering any energy assessment areas that the City may create during the term of the Agreement.

D. SRS is qualified and desires to assist the City in the City’s administration of any energy assessment areas that the City may create during the term of the Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: City agrees to engage SRS and SRS agrees to provide its professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**.

2. Compensation and Method of Payment: SRS’ sole compensation for the Scope of Services it provides under the terms of this Agreement shall be a program administration fee charged against each project that is financed. The fee is set at 3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000 per project. Upon financial closing, the capital provider will send the total fee (3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000) to SRS. SRS acknowledges and agrees that SRS would not be able to participate in C-PACE financing without the City’s cooperation, and therefore the City has no financial obligation to SRS for the services it provides under the terms of this Agreement, whether any or all project(s) do or do not close.

3. Term: This Agreement shall commence on the Effective Date and terminate five years thereafter (“**Term**”), unless terminated earlier by either party. SRS shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the City and the SRS and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All of the services required hereunder will be performed by SRS or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. City's Obligations: The City shall provide, at no expense to SRS, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by SRS to perform the tasks or services. The City makes no representation that such information will be provided or that review of any information submitted by SRS to the City will be made within any given timeframe. City shall not be liable in any manner whatsoever for any loss or damage of any kind incurred by SRS related to the City's review of any information submitted to or requested from the City.

7. Assignment: SRS shall not assign any obligation under this Agreement without City's written consent, which may be withheld in City's sole discretion.

8. Discrimination: SRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared for public consumption pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of the City upon expiration of the Term. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by SRS shall be included with all documents issued by the City. SRS retains the right to duplicate and retain copies of all reports and other documents it prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the SRS to the City with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:

City: Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84005
Attention: Gina L. Olsen, City Recorder

SRS: Sustainable Real Estate Solutions, Inc.
179 Main Street, #61
Monroe, CT 06468
Attention: Brian McCarter, CEO

Indemnification: SRS agrees to indemnify, save harmless and defend the City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, costs, and

expenses, arising out of SRS's intentionally wrongful, reckless, or negligent performance hereunder. SRS's duty to defend City shall exist regardless of whether City or SRS may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon this indemnity provision, is rejected by SRS, and SRS is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, SRS shall pay the City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require SRS to indemnify the City against the City's own negligence.

12. Termination: City may terminate this Agreement at any time, for any reason, by providing SRS at least thirty days (30) business days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by SRS or SRS's subconsultants under this Agreement shall, at the option of the City, be delivered to City within three (3) days after the effective date of termination. Notwithstanding the above, SRS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SRS, and the City may withhold any payments, if any, otherwise due to the SRS until such time as the exact amount of damages due to the City from SRS is determined.

13. Compliance with laws and regulations: SRS shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and SRS shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the City as a result of such violation.

14. Standard of Care: All services provided by SRS and SRS's subconsultants hereunder shall be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

15. Insurance: SRS, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

a. Worker's compensation and employer's liability insurance sufficient to cover all of SRS's employees under Utah law. In the event SRS subcontracts any work under this Agreement, SRS shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

b. Commercial general liability (“CGL”) insurance with a policy endorsement naming City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including the City’s own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, SRS, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from SRS’s operations under this Agreement, whether performed by SRS itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.

c. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

d. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause for “tail coverage.”

e. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) currently rated A- or better by A.M. Best Company or (ii) listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

f. SRS shall, upon the City’s request, furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof, at each renewal, and thereafter as required.

16. Jurisdiction: This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

17. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto relating to the subject matter of this Agreement and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

18. Representation Regarding Ethical Standards: SRS represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of

securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the parties are signing this Agreement as of the Effective Date.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipality

By _____

Name: _____

Title: _____

ATTEST & COUNTERSIGN:

Eagle Mountain City Recorder's Office

APPROVED AS TO FORM:

Eagle Mountain City Attorney's Office

Gina L. Olsen, CMC
City Recorder

Marcus Draper, City Attorney
Date _____

SRS:

SUSTAINABLE REAL ESTATE SOLUTIONS,
INC., a Delaware Corporation

By: _____

Name: Brian McCarter

Title: CEO

**EXHIBIT A
TO
CONSULTING SERVICES AGREEMENT**

(Scope of Services)

The SRS shall perform the following services as requested by City:

Section 1 – Services Provided by SRS.

1.1 SRS will provide the following services for the City:

- a) Program Administration Services,
- b) Financial Services, and
- c) Education and Outreach Services.

1.2 SRS Program Administration Services include the following:

- a) Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute.
- b) Coordinating communication between the City and program participants, and tracking progress of projects through origination, development, and finance agreement execution.
- c) Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution.
- d) Managing all aspects of the C-PACE contractor and capital provider communications.
- e) Coordinating with City to facilitate City activities such as recording energy assessment liens and assigning such liens to project capital providers.
- f) Maintaining C-PACE Area template agreements and forms.

1.3 SRS Financial Services include the following:

- a) All financial services for the C-PACE Area.
- b) Conducting financial services in a transparent manner, which include periodic reporting and providing the City with access to all program materials.
- c) Mitigating potential conflicts of interest and ensuring competition within the City's C-PACE program to keep project financing competitive in an open market structure.
- d) Working with capital providers to collect applicable program administration fees.
- e) Advising the City and C-PACE stakeholders on national C-PACE best

practices and Utah statute throughout the project lifecycle and financing decision points.

1.4 SRS Education and Outreach Services include the following:

- a) Periodic outreach events for C-PACE stakeholders (i.e., contractors, building owners and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information.
- b) Maintaining C-PACE Area templates, forms, and agreements.
- c) Responding to inquiries about C-PACE Areas.
- d) Developing case studies and success stories of completed C-PACE projects.
- e) All Education and Outreach Services shall be based on C-PACE best practices and be in accordance with Utah statute.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving and Authorizing the Execution of an Interlocal Cooperation Agreement for Participation in the Utah Valley HOME Consortium
ITEM TYPE:	Resolution
FISCAL IMPACT:	None. The program provides down payment assistance to qualified applicants whose funds do not affect or come from the City. There is a provision that if a developer accesses HUD funds for an affordable housing project, and the City approves the project, the City will need to make a contribution, but that approval is not mandatory.
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Clifford Strachan, Director of
Legislative Affairs
Gina Olsen, City Recorder

PRESENTED BY

John Magness

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving and Authorizing the Execution of an Interlocal Cooperation Agreement for Participation in the Utah Valley HOME Consortium.

BACKGROUND:

Now that Eagle Mountain City qualifies for Community Development Block Grants (CDBG), the City is eligible to participate in the United States Department of Housing and Urban Development's (HUD) HOME Program beginning in FY 2026.

The HOME program provides grants to help with down payment assistance for low to moderate-income housing not to exceed 80% of area median income levels. The program is through HUD and monies are allocated every year by Congress. Jurisdictions that participate are awarded grants based on 10 criteria that are weighted. These are:

1. Income limits based on 80% AMI,
2. Liquid asset limits (not to exceed \$15,000),
3. Cap on the value of the residence (currently \$551,000),
4. Minimum credit score (650),

5. Type of residence,
6. First-time homeowner (per HUD definition),
7. Limits on debt ratios (43% to 45% based on credit score),
8. Limits on the mortgage to income ratio (33% to 35% based on credit score),
9. Pre-home ownership counseling class, and
10. A minimum of \$1000 as a down payment.

For the past several years, Provo, Lehi, Orem, and Utah County have been party to an Interlocal Agreement to form a consortium to participate in the program, with Provo as the Lead Entity of the HOME program. As such Provo City is responsible for administering the program and for ensuring compliance with all Federal Laws and regulations. Provo has their own HOME program, and the other cities and Utah County have a combined program under the Consortium.

In 2024, the Consortium received \$1,293,715.31 from HUD for the HOME program. Funds are allocated to the partners in the Consortium based on percentages, or if there are not enough applicants, there is a possibility the funds will be pooled between all the signatories.

The HOME Program offers qualified buyers a 0% interest loan for down payment and closing costs. The loan amount is 5% or 3.5% based on loan type (Conventional or FHA), plus closing costs, for a maximum amount of \$40,000. The loan becomes due when the home is either sold or the applicant moves their primary residence to another address.

The HOME program described above would not require any financial contributions from Eagle Mountain. However, the program includes an element where, if a developer were to collaborate with the City to establish a HOME-funded affordable housing project—such as an apartment complex—the City could have a financial component to cover. However, this obligation would apply only if the City agrees to participate in the project, allowing the developer to access HUD funding under the consortium. The link to the Loan to Own Program is here: <https://www.provo.gov/705/Down-Payment-Assistance-Loan-Programs>

ITEMS FOR CONSIDERATION:

To participate, the City Council must adopt a resolution approving the Interlocal Cooperation Agreement, which must be executed document by May 2025 for Federal FY 2026.

The Mayor is automatically a member of the Board of Directors, and there may be appointed, in writing, an alternate member. For building projects, there is an Advisory and Review Committee. The person attending both these meetings can be the same, and can be a staff member. That person must reside in Eagle Mountain City.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Interlocal Agreement
3. Brochure

RESOLUTION NO. R-____-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT TO
PARTICIPATE IN THE UTAH VALLEY HOME CONSORTIUM**

PREAMBLE

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, interlocal agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the United States Housing and Urban Development (HUD) HOME Program promotes and provides support for affordable housing for moderate, low, and very low-income households; and

WHEREAS, the Eagle Mountain City Council desires to help first-time home buyers obtain affordable homes; and

WHEREAS, there exists in Utah County a consortium of cities receiving HOME Program grants directed to moderate and low-income, first-time home buyers; and

WHEREAS, the City Council has determined that it will be mutually beneficial and in the public interest to enter this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the HOME Act.

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

1. The HOME Investment Partnerships Program Interlocal Cooperation Agreement relating to the establishment and conduct of the Utah Valley HOME Consortium UNITED STATES HOUSING AND URBAN DEVELOPMENT PROGRAM attached hereto as Exhibit A is hereby approved.
2. That this Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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, Utah on the 20th day of May, 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

EXHIBIT A

**HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

Relating to the establishment and conduct of the
Utah Valley HOME Consortium

**UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Utah Valley HOME Consortium

UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM

for **FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

THE AGREEMENT is effective as of October 1, 2025, and is entered into by and between Provo City (hereinafter “Provo”), a municipal corporation of the State of Utah, City of Orem (hereinafter “Orem”), City of Lehi (hereinafter “Lehi”), City of Eagle Mountain (hereinafter “Eagle Mountain”), and Utah County, an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended.

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4079). Title II of this legislation, known as the HOME Investment Partnerships Act (the “Act” or “HOME Program”), authorizes the Secretary of the Department of Housing and Urban Development (“HUD”) to make funds available to participating jurisdictions. These funds are intended to increase the number of families with access to decent, safe, sanitary, and affordable housing while also expanding the long-term supply of affordable housing in accordance with the Act.
- B. The primary objective of the HOME Program include: (1) Expanding the supply of decent, affordable housing for very low-and low-income families; (2) Building state

and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; (4) Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, as well as other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and individuals securing custody of children under the age of 18), and disability, and ensuring fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which individually may not qualify to receive HOME funding, may enter into a cooperation agreement - provided it meets regulatory requirements - to collectively receive a HOME allocation and administer the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City as defined by the Community Development Block Grant (CDBG) Program, is a city that receives a CDBG entitlement grant. Provo, Orem, Lehi, and Eagle Mountain being designated as metropolitan cities, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, as a county that qualifies for and receives a CDBG entitlement grant. An Urban County includes UGLGs that have signed an Interlocal Cooperation Agreement with the Urban County to participate in the CDBG Program. Utah County, being designated as such, is eligible to join a HOME consortium to receive HOME funding.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME Program if the Urban County joins a HOME consortium. Accordingly, if an Urban County joins a HOME consortium, any UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Utah County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes must be included in the HOME Consortium, participating through Utah County.
 2. An UGLG that has chosen not to join the Urban County to participate in the CDBG Program may still choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing this agreement, the UGLG within the Urban County, while not participating in the CDBG Urban County, becomes a member of the HOME Consortium and is eligible to receive Home funding.
- F. Pursuant to the Act and HOME Program regulations, Provo, Orem, Lehi, Eagle Mountain, and Utah County intend to form a consortium that is eligible to receive entitlement grants as a PJ under the Act and must direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with 24 CFR 91.402 all UGLGs that are members of the HOME Consortium must be on the same program year, which runs from July 1st to June 30th for both CDBG and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), a HOME consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME Program carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan ; such member UGLG must hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities, and pursuant to the specific authority granted by the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements for joint or cooperative action. Additionally, one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking that each participating agency is legally authorized to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Utah Valley HOME Consortium** (hereinafter collectively "UVHC" or

“Consortium”; and individually “Consortium Members” or “Members”).

Provo, Orem, Lehi, Eagle Mountain, and Utah County must act jointly as the Consortium for the purposes of applying jointly for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in 24 CFR 92.101, the Consortium’s status must continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, must be submitted to HUD as part of the Consortium’s qualification documentation.
- c. The Consortium must be governed by a Board of Directors (hereinafter “Board”) comprised of representatives from each Consortium Member. Each Consortium Member may have one representative for up to 100,000 residents, with an additional representative for every additional increment for up to 100,000 residents within its jurisdiction.
- d. The Board must provide leadership and have overall management responsibility to direct the Consortium activities. Further, the Board must make appropriate policy assessments and decisions concerning issues including, but not limited

to, those relating to existing and potential HOME projects, programs, activities, and its policies and procedures.

- i. Each party to this Agreement must, within thirty (30) days from the date of execution thereof, appoint its Board of Directors representative(s) as follows:
 - I. The Board representative(s) must be a resident of the jurisdiction he or she represents, and
 - II. The Board representative(s) must be knowledgeable in housing issues, and
 - III. The Board representative(s) must be appointed as otherwise required by local law, and
 - IV. Written notice of appointment, together with a written acceptance of an appointee, must be provided by the Clerk or Recorder of each appointing party to the Provo City Recorder.
- ii. Each of the parties agrees that each member of the Board may cast one vote; and that the passage of any proposal by the Board must require the affirmative vote of a simple majority.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree that Provo City must serve as the Lead Entity and administer the Consortium through the staff of the Development Services Department, CDBG/HOME Division, of Provo City Corporation. Division staff must provide effective leadership, support, and management of the Consortium's required functions.

- b. Provo's HOME Program Administrator, as the Executive Director of the Consortium, must function as a consultant to Board members, providing direction and guidance on HOME regulations and policies, and assisting the Board in the determination of eligible projects and activities. The Executive Director is not a voting member of the Board.
- c. Provo may provide a recording secretary for each meeting who must be responsible for the recording of the meeting and for maintaining pertinent written and audio minutes. The secretary does not serve as an officer on the Board nor is he/she a voting member.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity must be the governmental entity required to execute all grant agreements received from HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity must thereby become and must be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity must be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.
- b. All projects and project applicants must be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements must be eligible to be reviewed for funding recommendations by the Board.

- c. The Lead Entity must utilize a pre-application process providing project assessment, technical assistance, and resource coordination to less experienced applicants.
- d. Threshold criteria developed for each funding round must be developed by the Lead Entity. Such criteria must be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter “Action Plans”) and individual housing elements in each jurisdiction’s master plans.
- e. The Lead Entity, in collaboration with Board members, or their designated representatives, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the jurisdictions’ comprehensive housing plans, Consolidated Plan and Action Plans. The Lead Entity, in collaboration with Board members, may develop appeals process by which proponents of a proposed project either not recommended for funding by the Board or recommended for funding at a lesser amount than requested may appeal to the Board for reconsideration.
- f. The Board must review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdictions’ comprehensive housing plans and/or specific self-directed priority project(s), and criteria established by the Board, including threshold criteria concerning periods of affordability, which may be stricter than those required by HOME regulations, as defined in §92.252(e). The Board must prioritize projects based

on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- g. Consortium Members agree that the recommendations made by the Board must be reviewed for final approval by each Member's legislative body subject to Paragraph 8 of this Agreement and other terms contained in this paragraph. All projects selected by the Board must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, minimum criteria established and self-directed priority projects.
- h. The Lead Entity's program, supervisory and administrative obligations to Consortium Members must be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity must be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- i. The Lead Entity must make all its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- j. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program,

and utilizing legal counsel to represent the Consortium while protecting these interests. Orem, Lehi, Eagle Mountain, and Utah County agree to have Provo City Legal Department staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Provo, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Provo requires Orem, Lehi, Eagle Mountain, and Utah County, and Orem, Lehi, Eagle Mountain, and Utah County require Provo, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Provo's certification under the Fair Housing Act of 1968 (Title VIII), Executive Order 11063 (Equal Opportunity in Housing), and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Provo may not provide HOME funds for activities or support any Member that does not affirmatively further fair housing within its own jurisdiction or activities that impede Provo's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all

required actions to comply with provisions of the National Environmental Policy Act of 1969. Orem, Lehi, Eagle Mountain, and Utah County must readily support the Lead Entity as requested to meet these requirements.

- b. Annual allocation of HOME funds to Consortium Members for self-directed projects must be based upon information listed by HUD's "HOME Consortia Participating Members Percentage Report" posted annually in HUD's HOME Consortia website for the corresponding Fiscal Year. Alternatively, should HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. Consortium Members can self-direct funds by notifying the Board of their jurisdiction funding self-direction recommendations **thirty (30) business days** prior to the Board's final meeting to develop recommendations for funding. Any of the available self-directed funds not allocated by individual Consortium Members will no longer be dedicated to self-direction and will be made available for allocation by the Board. If funds are allocated to a jurisdiction, but not used timely by that jurisdiction, the Board must have the right to re-allocate those funds to other member jurisdictions in whole or in part.
- c. Disputes arising between Consortium Members regarding direction, policy, or procedure must be resolved by the Board. Should the Board be unable to agree upon the resolution, it must be referred to the Legislative bodies of the

Consortium Members for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Paragraph 6 below.

- d. Each Consortium Member is responsible for providing its own pro rata share of matching non-federal funds required by the Act for any HOME funds allocated and accepted for use by that Member.
- e. When conducting their own self-directed projects, Consortium Members must use their own jurisdictions' general funding for expenditures of HOME projects, and subsequently request reimbursement of HOME funds from the Lead Entity. The Lead Entity must review expenditure documentation prior to drawing down HOME funds from the U.S. Treasury and releasing those funds to the Consortium Member.
- f. Program Income. Program income as defined in 24 CFR 92.2, generated by any HOME project must be held by the Lead Entity. Program Income must be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- g. Recaptured Funds. Recaptured funds received from any of the Consortium's homebuyer programs during the period of affordability must be held by the Lead Entity and must be used for eligible activities and in accordance with HOME requirements.
- h. Monitoring. The Lead Entity must be responsible for reviewing the performance of each Subrecipient and Developer at least annually and must continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.

- i. When conducting their own self-directed projects, Consortium Members must provide the Lead Entity with a semi-annual HOME Program activity report of all HOME funded projects. Consortium Members must provide the Lead Entity with semi-annual reports that capture and identify Program Income derived from the funded activities.
- j. Consortium Members must cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- k. Repayments. Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD by the Consortium. When conducting their own self-directed projects, each Consortium Member assumes full responsibility for repayment of HOME expenditures made within its jurisdiction that are disallowed by HUD.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each Consortium Member agrees to affirmatively further fair housing.

EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement must go into effect October 1, 2025 and must continue in full force and effect for the consecutive three Federal Fiscal Years 2026, 2027 and

2028 (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on June 30, 2028, unless HUD revokes the Consortium’s designation as a PJ, or Utah County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement shall remain in effect until the HOME funds received during each federal fiscal years of the Qualification Period are fully expended on eligible activities or returned to HUD, in accordance with the requirements of HOME Notice CPD 13-02, Section III.B(5).

- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
 - i. New members may be added to the Consortium upon consent of a simple majority of the Consortium Board of Directors. When a new member is added, the Agreement will be amended accordingly, and the parties agree to execute such further instruments as may be reasonably required to affect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

6. AUTOMATIC RENEWAL PROVISION.

- a. This Agreement must automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity must notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next Qualification Period and the Lead Entity must send a copy of each notification to the HUD field office.
- b. If a Consortium Member decides not to participate in the Consortium for the next Qualification Period, the Consortium Member must notify the Lead Entity, and the Lead Entity must notify the HUD Field Office, before the beginning of the new Qualification Period.
- c. Before the beginning of each new Qualification Period, the Lead Entity must submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, and the State certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium must adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive Qualification Periods.
- d. The automatic renewal of the Agreement will be void if:

- i. The Lead Entity fails to notify a Consortium Member, or the HUD Field Office as required under this automatic renewal provision; or
- ii. The Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties must each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The respective Legislative bodies of the parties must adopt resolutions authorizing this Agreement, which resolutions must include the authorization of the automatic renewal provision.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto must be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement must be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement may not prevent the remainder from being carried into effect. Whenever the context of any provision must require it, the singular number must be held to include the plural number and vice versa, and the use of any gender must include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective. This Agreement may be modified or amended in writing with the consent of all Consortium Members. However, the Consortium may authorize the Lead Entity to execute certain limited amendments to this Agreement without obtaining the signature of each Consortium Member, provided such amendments are necessary to comply with HUD requirements or are otherwise administrative in nature and do not materially alter the rights or obligations of the Members. Any amendment,

whether by all Members or by the Lead Entity under such authority, shall be in writing and may be subject to prior written approval by the Denver HUD Field Office as required. (See HOME Notice, Section III.B(8).)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

SIGNATURE PAGE FOR **PROVO CITY
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

Approved this _____ day of _____, 2025

By: _____

Michelle G. Kaufusi, Mayor

ATTEST: _____

Heidi Allman, City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Provo City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with Utah Code 11-13-202. The terms and provisions of the Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Provo City

SIGNATURE PAGE FOR **CITY of OREM**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

David Young, Mayor

ATTEST: _____

Orem City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Orem, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Orem City

SIGNATURE PAGE FOR **CITY of LEHI**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Mark Johnson, Mayor

ATTEST: _____

Lehi City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Lehi, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Lehi City

SIGNATURE PAGE FOR **CITY of EAGLE MOUNTAIN**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Tom Westmoreland, Mayor

ATTEST: _____

Eagle Mountain City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Eagle Mountain, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Eagle Mountain

SIGNATURE PAGE FOR **UTAH COUNTY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____

Brandon Gordon, Chair

ATTEST: _____

Utah County Clerk/Auditor

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Utah County Attorney

FAIR HOUSING

One of the privileges of living in the United States is the right to freely choose where you will live.

Utah and Federal Fair Housing Acts protect your right to select housing without discrimination based on race, color, national origin, religion, sex, familial status or your source of income.

IT IS UNLAWFUL TO:

- Refuse to rent, sell or negotiate for housing.
- Make housing unavailable or deny that housing is available.
- Set different terms, conditions or privileges for the sale or rental of housing based on race, color, national origin, familial status, disability, sex or religion.
- Deny or make different terms or conditions for a mortgage, home loan, homeowners insurance or other real estate related transactions.

WHAT HOUSING IS COVERED?

- Single-family homes owned by private persons when a real estate broker and/or discriminatory advertising is used to rent or sell the home.
- Single-family homes not owned by private persons (such as a corporation or partnership) even if a broker is not used to rent or sell the home.
- Multi-family dwellings with five or more units, including rooming houses.
- Multi-family dwellings with four or less units if the owner does not live in one of the units.

WHAT HOUSING IS NOT COVERED?

The law does not apply to non-commercial housing run by religious organizations and private clubs that limit occupancy solely to members.

FOR MORE INFO AND FULL POLICIES & PROCEDURES, PLEASE VISIT

WWW.PROVO.ORG/WELCOMEHOME

APPLY ONLINE AT

WWW.NEIGHBORLY.PROVO.ORG



WELCOME HOME



(801) 852-6162

UT RELAY: 711

UT SPANISH RELAY: (888) 346-3162



KIGARCIA@PROVO.ORG



PROVO CITY CORPORATION
DEVELOPMENT SERVICES

445 WEST CENTER STREET, PROVO, UT 84601

MON - THURS | 7 AM - 6 PM



UTAH OFFICE OF FAIR HOUSING
(801) 530-6801 OR 1 (800) 222-1238

TDD: (801) 530-7685

12-17-2024

PROVO CITY & UTAH COUNTY DOWN PAYMENT & CLOSING COST ASSISTANCE FOR LOW INCOME HOUSEHOLDS



WHO QUALIFIES?

Applicants must qualify for a first mortgage through a lender of the buyer's choice with a minimum mid credit score of 650 or above.

Both spouses/partners are required to be on our loan even if they are not on the first mortgage and must have a qualifying credit score. No co-signers who will not be owner-occupants are allowed.

Other Provo City underwriting criteria may apply.

Applicants must be income eligible based on program income limits.

INCOME LIMITS

Below is the income chart for the Home Purchase Plus (HP+), Loan to Own (LTO), and Own in Provo (OIP) Programs.

Household Size	HP+/LTO Limit	OIP Limit
1	\$61,050	\$92,000
2	\$69,750	\$105,100
3	\$78,500	\$118,250
4	\$87,200	\$131,400
5	\$94,200	\$141,900
6	\$101,200	\$152,400
7	\$108,150	\$162,950
8	\$115,150	\$173,450

PROGRAMS

All three programs are 0% interest, deferred payment loans for first time home buyers. These loans have no payments due until the property ceases to be the primary residence. A \$5,000 penalty will be assessed if the property is sold or vacated within two years of obtaining the loan.

Applications take an average of 3-4 weeks from submission to loan closing to process, dependent on information being submitted in a timely manner.

HOME PURCHASE +

Up to \$40,000 in assistance for buyers whose household income is at 80% or less of the Area Median Income (see chart) purchasing a home in Provo.

LOAN TO OWN

Up to \$40,000 in assistance for buyers whose household income is at 80% or less of the Area Median Income (see chart) purchasing a home in Utah County - excluding Eagle Mountain, Fairfield, Woodland Hills, and Highland cities.

OWN IN PROVO

Assistance in the amount of \$15,000 for buyers whose household income is between 80% - 120% of the Area Median Income purchasing a home in Provo.

WHAT HOUSING QUALIFIES?

Property may be a single-family home, a home with a legal-accessory apartment, one half of a twin home, a town home, or a condo.

Home may not be currently occupied, or have been occupied by renters, within six months to the date of contract, who would be displaced by the purchase.

Purchase price of the home may not exceed HUD limitations (currently \$537,700).

HOW MUCH CAN I QUALIFY FOR?

Applicants can qualify for a Down Payment and Closing Cost Assistance loan of up to \$40,000 (HP+/ LTO) or \$15,000 (OIP).

Applicants will receive an additional 5% (Conventional) or 3.5% (FHA) above and beyond the required down in our current formula to help with reducing the amount of the first mortgage.

Applicants must be able to put down at least \$1,000 of their own money.

Additional Provo City underwriting criteria applies.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Fee Reduction Request for the Ranches Golf Club for a Site Plan Application from \$4,000 to \$250.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Loss of \$3,750 in Application Fees
APPLICANT:	City-initiated Site Plan Applicant: Kaitlynn Forsgren

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	7.1

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Staff recommends that the City Council consider and adopt a Resolution of Eagle Mountain City, Utah, Approving a Fee Reduction for the Ranches Golf Club Minor Site Plan Application from \$4,000 to \$250.

BACKGROUND:

This is a fee-reduction request initiated by City Staff for a site plan application, to go from \$4,000 to \$250, due to the limited scope of the application.

Site plan applications for a non-residential development for a 5-10-acre property are \$4,000. However, the proposal only includes adding 36 parking stalls and placing a 30' x 40' Tuff Shed on the Golf Clubhouse property. A concept plan for this application has already come before the Council.

Staff suggest that future consideration be given to establishing a minor site plan application for limited scope applications, like this one.

ITEMS FOR CONSIDERATION:

- Non-residential Site Plan Review Fee, 5-10 Acres..... \$4,000
- Land Use Concept Plan* \$250

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Concept Plan
2. Resolution



Owner: Jeff Harbertson	Parcel#: 580330280	Lot Size: 7.1 Acres	Drawn: Kforsgren	Purpose of site plan: Proposed placement of 30x40 garage. No water/electric included.	
Address: 4128 E Clubhouse Ln. Eagle Mountain, UT 84005		Date: 01/21/25	Rev: A		

RESOLUTION NO. R- - 2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A FEE REDUCTION FOR THE
RANCHES GOLF CLUB MINOR SITE PLAN APPLICATION**

PREAMBLE

WHEREAS, Eagle Mountain City received a minor site plan application from The Ranches Golf Club; and

WHEREAS, the adopted Eagle Mountain City Consolidated Fee Schedule sets the application fee for a Site Plan Application at \$4,000; 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 scope of the proposed development is limited in nature, consisting only of the installation of additional parking stalls and a small accessory structure; and

WHEREAS, the request for a reduced fee was initiated by the City, recognizing the minimal staff time and review effort required for this small-scale project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that the request from The Ranches Golf Course for a fee reduction related to a Site Plan application is hereby approved, and the required application fee shall be reduced from \$4,000 to \$250.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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 20th day of May, 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



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, approving the First Amendment to the Development Agreement for the Harmony Preliminary Plat.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Eagle Mountain Properties, L.C.

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

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

City Staff recommend that the City Council adopt a Resolution of Eagle Mountain City, Utah, approving the First Amendment to the Development Agreement for the Harmony Preliminary Plat.

BACKGROUND:

In January 2015, Eagle Mountain Properties, L.C. ("Developer") and Eagle Mountain City ("City") entered into a Master Development Agreement ("MDA") regarding the development of the Harmony Subdivision. Concurrent with the approval of the MDA, the City approved a preliminary plat for Harmony that was attached as an exhibit to the Agreement. In the MDA, the parties contemplated that a few portions of the development would be designed at a later date and would receive separate plat approval. The MDA refers to these portions of the development as "Alternative Block Designs".

Recently, the Developer filed a Site Plan Application for the Alternative Block Designs for review by the Planning Commission and City Council. During the review of that application, it was discovered that an MDA requirement found in Section 8 regarding minimum lot frontage requirements may prohibit the application. It was not the intent of the parties at the time the Agreement was entered into that Section 8 apply to the Alternative Block Designs. This Amendment is being brought to clarify that intent.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission unanimously recommended approval of the amendment, 5-0.

ATTACHMENTS:

1. Resolution

2. Agreement

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE HARMONY PRELIMINARY PLAT**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Harmony Preliminary Plat Development Agreement, as set forth more specifically in Exhibit A; and

WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Harmony Preliminary Plat Development Agreement, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The First Amendment to the Harmony Preliminary Plat Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of May, 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

Exhibit A

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT EAGLE MOUNTAIN
CITY AND EAGLE MOUNTAIN PROPERTIES L.C. FOR
HARMONY PRELIMINARY PLAT**

This First Amendment to Development Agreement for the Harmony Preliminary Plat ("First Amendment") is entered into this ____ day of May, 2025 ("Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"), and Eagle Mountain Properties L.C., a Utah limited liability company, ("Developer") sometimes referred to jointly herein as "Parties."

RECITALS

WHEREAS the Parties previously entered into that certain Development Agreement for the Harmony project dated January 6, 2015 ("Agreement") with respect to real property located in Eagle Mountain City, State of Utah ("Property");

WHEREAS the Parties have cooperated in the preparation of this First Amendment and desire to enter into this First Amendment to modify and add certain terms to the Agreement;

WHEREAS this First Amendment clarifies the relationship between Sections 7 and 8 of the Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Lot Layout / Lot Size Variation. Developer's obligation to include a variety of lot sizes shall be modified as follows:

Section 8 shall be deleted and restated as follows:

8. Lot Layout / Lot Size Variation. There shall be a variety of lot sizes throughout the Harmony Preliminary Plat, with no single street having more than four lots in a row that are less than 52 feet wide; or, in other words, for every four lots in a row that are less than 52 feet wide, the next lot shall be at least 52 feet wide. Notwithstanding the foregoing, this lot width requirement shall not apply to the Alternative Block Designs contemplated in Section 7 of this Agreement. No more than three homes of the same elevation or color shall be located along a single row of homes.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Agreement, the terms

and conditions of this First Amendment shall be binding and govern the conduct of the Parties.

4. No Other Changes. All provisions in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

DEVELOPER
Eagle Mountain Properties L.C.,
a Utah limited liability company

By: Monte Vista Ranch, L.C.,
a Utah limited liability company, its Manager

By: MVR Management, LLC,
a Utah limited liability company, its Manager

By: _____
Manager, Tiffany A. Walden

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the undersigned notary public, personally appeared Tiffany A. Walden, the Manager of MVR Management, LLC, a Utah limited liability company, the Manager of Monte Vista Ranch, L.C., a Utah limited liability company, the Manager of Eagle Mountain Properties L.C., a Utah limited liability company, personally know to me or (proved on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same in her authorized capacity and that her signature on this instrument the person or the entity upon behalf of which the person acted executed this instrument.

NOTARY PUBLIC

CITY
Eagle Mountain City

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

Attest:

Marcus Draper, City Attorney

Gina L. Olsen, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 2025, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Contract with Monday.com and XTIVIA for Project Management Software Services.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$232,800
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:

City Staff recommend that the City Council Adopt a Resolution of Eagle Mountain City, Utah, Approving a Contract with Monday.com and XTIVIA for Project Management Software Services.

BACKGROUND:

Eagle Mountain City is looking for a more streamlined way to manage projects, goals, and communication. A months-long search ensued, looking into over twenty different project management software platforms. An RFP was also issued, leading to ten applications. After thorough research and evaluation, a committee (of approximately 10 employees) recommended the adoption of Monday.com in partnership with XTIVIA.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Memo
2. Resolution
3. Agreement

Project Management Software Memo

Introduction

The purpose of this memo is to describe the evaluation process of various project management software options and recommend the most suitable platform for Eagle Mountain City. It is recommended that the City partner with Monday.com and Xtivia in a joint agreement.

Background

As one of the fastest-growing cities in Utah, the City faces increasing complexity in its operations. Staff are spread across multiple locations, and the number of departments has grown significantly. This rapid expansion has introduced several challenges, particularly in communication, coordination, and project tracking.

To address these challenges, Eagle Mountain City plans to adopt a project management software to enhance organization-wide communication, improve collaboration, and align departmental efforts with the City's strategic goals. Such a platform will not only streamline project management processes but also ensure that the City Council and other stakeholders have access to high-level updates without unnecessary or unhelpful detail.

The Evaluation Process

Staff researched ten different software and narrowed the list down to a top three. After receiving price quotes, it was determined that it would be prudent for the City to put out an RFP to procure the services. The top three software all applied, along with seven other companies. The total evaluation included 17 companies.

Evaluation Criteria

The evaluation was based on how well a firm fulfills the following scope of services:

- **Project Management:** Enable task assignment, tracking, and reporting while providing a centralized platform to monitor project health.
- **Cybersecurity:** Ensure a secure and reliable platform that protects City data.
- **Process Automation:** Support the creation of automated project workflows to improve efficiency and reduce staff time.
- **User Permissions:** Allow role-based access controls so administrators and project leaders can manage permissions and maintain process integrity.
- **Technical Support:** Provide ongoing troubleshooting and support to address system issues and optimize performance.

- **Customization:** Offer flexibility to tailor the software to the City's specific processes and operational needs.
- **System Integrations:** Integrate seamlessly with Microsoft Suite and, if possible, OpenGov Asset Management.
- **Cost Effectiveness:** Deliver sufficient functionality and efficiency gains to justify implementation and annual subscription costs.
- **Multi-Device Accessibility:** Support both desktop and mobile app access for employees using smartphones in the field.
- **Strategic Goal Management:** Facilitate tracking and reporting on the City's key strategic initiatives.
- **Cross-Department Usability:** Provide a platform that accommodates diverse functions across departments, from accounting to public works.
- **User-Friendly Interface:** Ensure an intuitive and easy-to-learn system for staff adoption.
- **Implementation & Training:** Offer guidance and training to support the City during software adoption and process development.

City Case Studies

Staff reached out to other cities in the area to ask about their project management processes. Each of the cities selected was either fast-growing and/or a larger organization than Eagle Mountain. These five cities included Orem, Lehi, Saratoga Springs, West Jordan, and West Valley.

Most cities reported having no centralized system for project management but expressed desires to have one. Most cities used Microsoft Teams or Google products. Saratoga Springs reported that one of their departments uses Monday.com and found it useful, but they have not implemented it on an organization-wide scale.

Complete List of Software Considered

- | | |
|-------------------|---------------------|
| - App Guru | - Project BIOS |
| - Asana | - Smartsheet |
| - Clickup | - Solution Guidance |
| - Counterpart | Corporation (SGC) |
| - Envisio | - Sovereign SP |
| - Jira | - Systemates |
| - Microsoft Suite | - Team Gantt |
| - Monday.com | |
| - Omega 365 | |
| - PMWeb | |
| - Profit.co | |

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH XTIVIA INC./MONDAY.COM FOR A PROJECT MANAGEMENT SOFTWARE PLATFORM

PREAMBLE

WHEREAS, Eagle Mountain City has identified the need to improve interdepartmental coordination, project tracking, and alignment with citywide strategic objectives; and

WHEREAS, the adoption of a centralized project management software platform will support more efficient communication, streamline workflows, and enhance overall collaboration across departments; and

WHEREAS, the proposed platform will provide high-level visibility into project status and progress, ensuring the City Council and other stakeholders are informed without being encumbered by excessive technical detail; and

WHEREAS, the implementation of such a tool is intended to promote transparency, accountability, and informed decision-making throughout the organization;

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

1. The Professional Services Agreement with XTIVIA, Inc / Monday.com for Project Management Software is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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, Utah on the 20th day of May, 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

Exhibit A

EAGLE MOUNTAIN CITY

CONTRACT FOR GOODS & SERVICES

This contract and all attachments are public record.

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

XTIVIA Inc.	LEGAL STATUS OF CONTRACTOR
Name	☐ Sole Proprietor
2035 Lincoln Highway Suite 1010	☐ Non-profit Corporation
Address	☒ For-profit Corporation
Edison, New Jersey 08817	☐ Partnership
City, State Zip	☐ LLC
	☐ Government Agency

Contact Name: Amir Shalev Mike Ahrenhoersterbaeumer

Email: ashaley@xtivia.com mikea@xtivia.com

Phone Number: 646-875-5499 314-707-3491 Vendor Number: 6022937

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

Project Management Software for project management for the city.

3. **CONTRACT PERIOD:**

Effective Date: 5/21/2025 Project Completion Deadline: 5/20/2027

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 5/20/2027

Renewal Options (if applicable): N/A

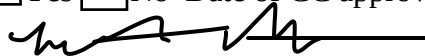
4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: 232,800.00 GL Account No: 10-19-41955-4261

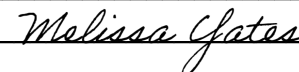
b. Is this project a budgeted project: ☒ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 5/20/2025

Eagle Mountain City Project Manager Signature:



Eagle Mountain City Purchasing Agent Signature:



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

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Gina L Olsen, CMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

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

ATTACHMENT B:

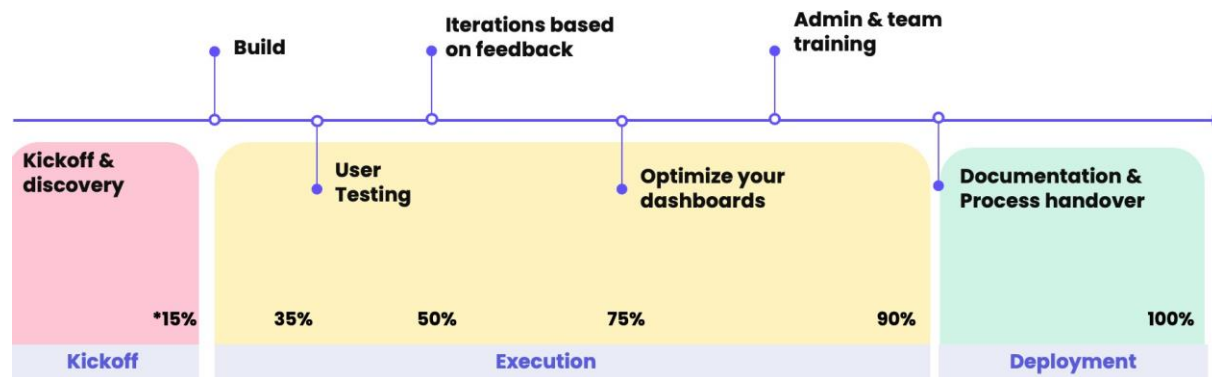
SCOPE OF WORK/COST SCHEDULE

Proposed Project Schedule

Our approach is designed to deliver speed to value, enhance adoption, and maximize ROI. Implementations typically have a timeline of between 12-16 weeks, adopting an iterative approach that takes into consideration user testing and feedback. Adjustments to this timeline may be applicable following further consultation and discovery, to incorporate and account for specific requirements, particular workflows, and integration needs.

In addition to the high-level timeline below, we have provided the following work breakdown:

- Requirements Gathering & Finalization – 24 Hours
- monday.com Development – 60 Hours
- Dashboard Buildout – 20 Hours
- Integration (MSFT) – 4 Hours
- Security & Permission – 8 Hours
- Super-user Training – 10 Hours
- End-User Training (Optional) – 16 Hours
- Quality Assurance Testing – 8 Hours



= % Hours Used Over Duration of Project.

Please note this breakdown can vary per project type and requirements shared during discovery phase.

Proposed Project Approach

We follow a structured and collaborative approach to ensure a seamless implementation that aligns with EMC's needs. Our methodology is designed to maximize efficiency, user adoption, and long-term success.

Our implementations typically utilize an Agile approach and, in our experience, customers typically prefer to deploy monday.com on a team-by-team basis. However, we can also support implementation on a use-case basis for highly cross-functional workflows. Similar to the monday.com platform itself, we are adaptable and flexible in our implementation approach to best suit your needs.

Below is an overview of our typical project approach:

Phase 1: Kick-off & Discovery

- Conduct kickoff meeting to align on goals, stakeholders, and key success metrics
 - Determine estimated time commitments from stakeholders
- Gather business requirements and assess current workflows
- Identify key use cases, teams, and users that will be onboarded
- Define a project roadmap and timeline to ensure a structured rollout

Phase 2: Design & Build

- Set up workspaces, boards, dashboards, and automations tailored to your needs
 - Configure user roles, permissions, and governance settings for security and compliance
 - Implement integrations with third-party tools as needed
- *Please note that custom integrations will require additional scoping

Phase 3: Training & Enablement

- Conduct training sessions for key users and stakeholders
- Provide documentation and Loom video walkthroughs for reference
- Establish best practices for collaboration and task management
- Offer guidance on change management and adoption strategies

Phase 4: Testing & Optimization

- Gather user feedback and iterate on board structures and workflows
- Adjust automations, permissions, and integrations as needed
- Conduct performance reviews and efficiency checks
- Ensure the platform is aligned with organizational KPIs

Phase 5: Go-Live & Ongoing Support

- Officially launch the solution with full team onboarding
- Provide post-implementation support to address any questions or adjustments
- Conduct a final review meeting to ensure all objectives are met
- Offer options for ongoing managed services for continued optimization

By following this structured approach, we ensure that monday.com is successfully implemented and fully adopted by teams, enabling them to work more efficiently and collaboratively.

Additional Information

Criteria	How monday.com and XTIVIA align with EMC's evaluation criteria
Firm & Project Team Experience	monday • 12+ years of experience in project portfolio management. • Serving over 225,000 organizations globally, including government clients. • Proven track record in deploying scalable work management platforms. XTIVIA • 30+ years of experience in IT consulting • 4+ years of experience implementing Monday.com • Proven track record in deploying easy-to-use, seamless solutions for the Public Sector and Commercial

Criteria	How monday.com and XTIVIA align with EMC's evaluation criteria
Software Capabilities	Meets or exceeds all functional requirements across project, resource, and portfolio management, risk tracking, and strategic alignment. See detailed mapping in Executive Summary.
Functional & Technical Approach	- Provides flexible modular configuration, industry templates, visual workflow builder, integrated change/request workflows, and scalable training support. - Implementation tailored to municipal needs.
Cost	- Transparent, user-based pricing with 24/7 support included. No infrastructure costs. Implementation packages are flexible based on scope. - ROI driven through automation, visibility, and cross-team adoption.

Cost Proposal

monday.com's Enterprise pricing model is based on factors such as user count, required features, security and compliance needs, and implementation scope. In the following pricing proposal, we have outlined a solution tailored to your requirements, ensuring scalability, flexibility, and long-term value.

We are happy to discuss additional services, integrations, or adjustments to optimize your investment in monday.com.

To ensure pricing transparency and expectation alignment, we have included the following notes:

1. User-Based Pricing: Pricing is based on the number of users specified in the proposal. If additional users are added, pricing will be adjusted accordingly.
2. Scope of Services: The pricing outlined reflects the specific services, implementation packages, and support levels detailed in this proposal. Any changes in scope may require a separate change order.
3. Taxes & Fees: Pricing does not include applicable taxes or regulatory fees, which may vary based on your location.
4. Custom integrations require further scoping, along with a better understanding and assessment of the depth and needs for such various integration.
5. Pricing is for Enterprise licenses.
6. Payment Terms: Net 30

XTIVIA has quoted services to implement monday Work Management to Eagle Mountain City's twenty (20) departments. Includes up to 150 hours to be consumed up until 180 days after the PO.

The success of this initiative is dependent on the availability and cooperation of Eagle Mountain City technical team members. This cooperation includes:

1. Knowledge transfer from Eagle Mountain City staff and vendors.
2. Provision of access (remotely as required) to the necessary Eagle Mountain City system(s), technicians, and application vendors.
3. Confirmation of project start dates and any XTIVIA on-site dates in advance.
4. All work is expected to be scheduled in advance; this is not an on-call support agreement.

5. Any changes in scope may require changes in estimates and costs.

monday Work Management Pricing	
Tier	Enterprise
Start Date	April 30, 2025
End Date	April 29, 2027
Quantity	250 seats
List Price	\$52.00
Total List Price	\$312,000.00
Discount	35%
Net Price	\$202,800.00

XTIVIA Implementation Services Pricing	
Hours	150
Cost per Hour	\$200.00
Extended Cost	\$30,000.00

If monday.com is selected as the vendor of choice, then monday.com agrees to negotiate in good faith monday.com's Terms of Service ("TOS") or SaaS agreement or such other agreement agreed to by the parties. Any additional terms and conditions (except for pricing) under which the services will be provided, including, without limitation, any terms and conditions required by Customer (including any service agreement attached to the Customer's Request), shall be subject to negotiation of final agreements in form and substance satisfactory to both the Customer and monday.com.

monday.com's proposal and its responses, including all concepts, pricing, documents, know-how, etc., contained within them or arising out of them, are and shall remain solely the property of monday.com, are proprietary and confidential information of monday.com, may not be shared with any third parties without monday.com's express written consent and the ideas presented within them may not be used. If the parties have an applicable nondisclosure agreement ("NDA"), then the NDA will apply to all confidential information (as defined in the NDA) disclosed in connection with this response, to the extent such NDA is applicable. No part of this response may be disclosed without monday.com's prior written consent.

This proposal is intended for information purposes only and may not be incorporated into any contract. It is not a commitment to deliver any material, code or functionality. Features and functions described in this document will be released commercially only when and if they become available. The development, release and timing of the features or functionality of monday.com's products remain the sole discretion of monday.com.

monday.com
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel

Valid through: 04/30/2025
Proposed by: Daniel Polera
Email: danielp@monday.com
Quote number: Q-25191

Order form

Address Information

Bill To:

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain,
84005
United States

Ship To:

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, Utah
84005
United States

Billing company name: Eagle Mountain City
Billing contact name: Clifford Strachan
Billing email address: kruesch@eaglemountain.gov

Tax/GST number: 84-1371095
Billing language: English

Terms and conditions

Contract start date: 04/30/2025
Contract end date: 04/29/2027
Billing frequency: Yearly
Currency: USD

Payment terms: Net 30

Recurring Products

Product	Tier	Start Date	End Date	Quantity	List Price	Discount	Net Price
 monday work management	Enterprise	Apr 30, 2025	Apr 29, 2027	250 Seats	USD 52.00	35.00%	USD 202,800.00
						Total List Price	USD 312,000.00
						Discount %	35.00%
						Total Price	USD 202,800.00

Payment Schedule

Invoice	Payment Number	Amount	Payment Date (from invoice issuance date)
1	1	USD 50,700.00	Net + 30 (est. 2025-05-30)
1	2	USD 50,700.00	Net + 210 (est. 2025-11-26)
2	3	USD 50,700.00	Net + 30 (est. 2026-05-30)
2	4	USD 50,700.00	Net + 210 (est. 2026-11-26)

Legal & Finance

Split Payments: With respect to each invoice issued by monday.com for Fees under this Sales Order, Customer shall make payments to monday.com in accordance with the Payment Schedule hereunder.

Split Invoices. Fees under this Sales Order (or under any subsequent Sales Order during the subscription period) related to items which are designated as Recurring in the Pricing Summary herein and for which Customer has purchased more than an annual subscription shall be invoiced annually (or pro-rata portion of the annual fees if an invoice is for a period of less than 12 months) in accordance with the following schedule; provided that each invoice is for an amount equal to or greater than \$5K USD (or an equivalent amount) and/or for a period equal to or greater than three (3) months ("Split Invoice Threshold"). In event that an invoice for the respective annual period would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

Payment terms: Net 30. Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide a copy of the applicable purchase order.

Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Rollout. This Sales Order is executed under the terms of the rollout plan available **Error! Hyperlink reference not valid.** for the Service set forth below ("**Rollout Plan**"). For clarity, the total price set forth in the Rollout Plan is based on the following breakdown:

Service: monday work management – Enterprise

List Price (user/month): 52 USD

List Price Discount Rate: 25.00 %

Discounted List Price (user/month): 39 USD ("**Discounted Price**")

Total Discount Rate following Rollout: 35.00 %

Final Price (user/month): 33.8 USD

Governing Terms. This Sales Order for the monday.com services described above ("Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> ("Terms") and any addendum thereto entered into by the customer identified above ("Customer") and monday.com ("Addendum"); however, if a SaaS agreement was signed by the parties in respect of the Service ("SaaS Agreement") then the engagement hereunder (including, unless expressly stated otherwise, any

expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as "Agreement").

Additional Services

Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: <https://monday.com/l/legal/monday-com-additional-services-terms/> ("Additional Services" and "Additional Services Terms" respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Full Name: _____

Title: _____

Date of Signature: _____

Signature: _____

Customer Information

Name	Eagle Mountain City
Contact	Natalie Winterton – nwinterton@eaglemountain.gov
Address	1650 Stagecoach Run, Eagle Mountain, UT 84005
P.O. #	PO#

monday.com Work Management Licensing & Implementation Services

Scope of Engagement

monday.com's Enterprise pricing model is based on factors such as user count, required features, security and compliance needs, and implementation scope. In the following pricing proposal, we have outlined a solution tailored to your requirements, ensuring scalability, flexibility, and long-term value.

[monday.com Software](#)

Pricing - monday Work Management

Name	Tier	Start Date	End Date	Quantity	List Price	Discount	Net Price
monday work management	Enterprise	May 21, 2025	May 20, 2027	250	\$52.00.00	35.00%	USD \$202,800.00
Total List Price		USD \$312,000.00					
Discount %		35.00%					
Total Price		USD \$202,800.00					

Rollout Plan - monday Work Management Enterprise

Users	Month	Total Price	Users	Month	Total Price
50	Month 1	\$1,950.00	250	Month 13	\$9,750.00
50	Month 2	\$1,950.00	250	Month 14	\$9,750.00
50	Month 3	\$1,950.00	250	Month 15	\$9,750.00
150	Month 4	\$5,850.00	250	Month 16	\$9,750.00
150	Month 5	\$5,850.00	250	Month 17	\$9,750.00
250	Month 6	\$9,750.00	250	Month 18	\$9,750.00
250	Month 7	\$9,750.00	250	Month 19	\$9,750.00
250	Month 8	\$9,750.00	250	Month 20	\$9,750.00
250	Month 9	\$9,750.00	250	Month 21	\$9,750.00
250	Month 10	\$9,750.00	250	Month 22	\$9,750.00
250	Month 11	\$9,750.00	250	Month 23	\$9,750.00
250	Month 12	\$9,750.00	250	Month 24	\$9,750.00

Payment Schedule - monday Work Management Enterprise

Invoice	Payment Number	Amount	Payment Date (From Invoice Issuance Date)
1	1	\$50,700.00	Net + 30 (est. 05/21/2025)
1	2	\$50,700.00	Net + 210 (est. 11/21/2025)
2	3	\$50,700.00	Net + 30 (est. 05/21/2026)
2	4	\$50,700.00	Net + 210 (est. 11/21/2026)



XTIVIA Inc.
2035 Lincoln Highway, Suite 1010, Edison NJ 08817
Tel: 732-248-9399
<http://www.xtivia.com>

Split Payments: With respect to each invoice issued by monday.com for Fees under this Sales Order, Customer shall make payments to monday.com in accordance with the Payment Schedule hereunder.

Split Invoices. Fees under this Sales Order (or under any subsequent Sales Order during the subscription period) related to items which are designated as Recurring in the Pricing Summary herein and for which Customer has purchased more than an annual subscription shall be invoiced annually (or pro-rata portion of the annual fees if an invoice is for a period of less than 12 months) in accordance with the following schedule; provided that each invoice is for an amount equal to or greater than \$5K USD (or an equivalent amount) and/or for a period equal to or greater than three (3) months ("Split Invoice Threshold"). In event that an invoice for the respective annual period would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

Billing and Payment Terms

Payment terms: Net 30. Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide a copy of the applicable purchase order.

Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Rollout. This Sales Order is executed under the terms of the rollout plan available here for the Service set forth below ("Rollout Plan"). For clarity, the total price set forth in the Rollout Plan is based on the following breakdown:

Service: monday work management - Enterprise

List Price (user/month): 52 USD

List Price Discount Rate: 25.00 %

Discounted List Price (user/month): 39 USD ("Discounted Price")

Total Discount Rate following Rollout: 35.00 %

Final Price (user/month): 33.8 USD

Governing Terms. This Sales Order for the monday.com services described above ("Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> ("Terms") and any addendum thereto entered into by the customer identified above ("Customer") and monday.com ("Addendum"); however, if a SaaS agreement was signed by the parties in respect of the Service ("SaaS Agreement") then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as "Agreement").



XTIVIA Implementation Services

XTIVIA has quoted services to implement monday Work Management to Eagle Mountain City's twenty (20) departments. This includes up to 150 hours to be consumed up to 180 days after the PO.

Our approach is designed to deliver speed to value, enhance adoption, and maximize ROI. Implementations typically have a timeline of between 12-16 weeks, adopting an iterative approach that takes into consideration user testing and feedback. Adjustments to this timeline may be applicable following further consultation and discovery, to incorporate and account for specific requirements, particular workflows, and integration needs.

In addition to the high-level timeline below, we have provided the following work breakdown:

- Requirements Gathering & Finalization – 24 Hours
- monday.com Development – 60 Hours
- Dashboard Buildout – 20 Hours
- Integration (MSFT) – 4 Hours
- Security & Permission – 8 Hours
- Super-user Training – 10 Hours
- End-User Training (Optional) – 16 Hours
- Quality Assurance Testing – 8 Hours

Below is an overview of our typical project approach:

Phase 1: Kick-off & Discovery

- Conduct kickoff meetings to align goals, stakeholders, and key success metrics
 - Determine estimated time commitments from stakeholders
- Gather business requirements and assess current workflows
- Identify key use cases, teams, and users that will be onboarded
- Define a project roadmap and timeline to ensure a structured rollout

Phase 2: Design & Build

- Set up workspaces, boards, dashboards, and automations tailored to your needs
 - Configure user roles, permissions, and governance settings for security and compliance
 - Implement integrations with third-party tools as needed
- *Please note that custom integrations will require additional scoping

Phase 3: Training & Enablement

- Conduct training sessions for key users and stakeholders
- Provide documentation and Loom video walkthroughs for reference
- Establish best practices for collaboration and task management
- Offer guidance on change management and adoption strategies

Phase 4: Testing & Optimization

- Gather user feedback and iterate on board structures and workflows
- Adjust automations, permissions, and integrations as needed
- Conduct performance reviews and efficiency checks
- Ensure the platform is aligned with organizational KPIs

Phase 5: Go-Live & Ongoing Support

- Officially launch the solution with full team onboarding
- Provide post-implementation support to address any questions or adjustments
- Conduct a final review meeting to ensure all objectives are met
- Offer options for ongoing managed services for continued optimization

XTIVIA Implementation Services Pricing

Hours	Cost per Hour	Extended Cost
150	\$200.00	\$30,000.00

Total Cost of Ownership (Software & Services): \$232,800.00



XTIVIA Inc.
2035 Lincoln Highway, Suite 1010, Edison NJ 08817
Tel: 732-248-9399
<http://www.xtivia.com>

Implementation Billing & Invoicing

Any necessary Travel and Living Expenses (T&L) incurred by the Company to complete this initiative will be invoiced at cost. Any estimated hours not used by Eagle Mountain within SOW valid period, as specified below, from the SOW Effective Date will expire. If additional hours are needed to complete or extend this effort, written or email approval from Eagle Mountain may be accepted.

All work will be billed on a Time & Materials basis. Company bills for a minimum of 15-minute increments for all necessary T&L. XTIVIA will invoice Eagle Mountain monthly for actual work performed.

Implementation Dependencies & Assumptions

The success of this initiative is dependent on the availability and cooperation of Eagle Mountain City technical team members. This cooperation includes:

1. Knowledge transfer from Eagle Mountain City staff and vendors.
2. Provision of access (remotely as required) to the necessary Eagle Mountain City system(s), technicians, and application vendors.
3. Confirmation of project start dates and any XTIVIA on-site dates in advance.
4. All work is expected to be scheduled in advance; this is not an on-call support agreement.
5. Any changes in scope may require changes in estimates and costs.

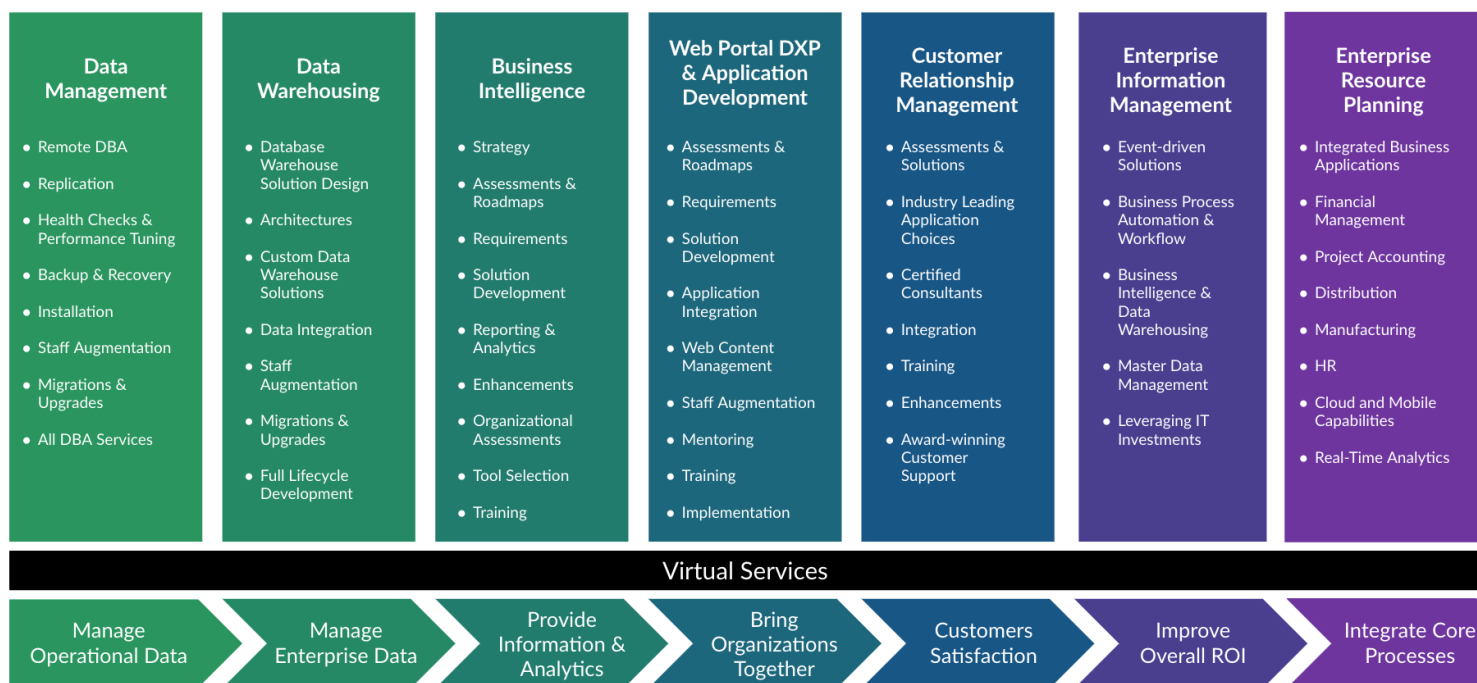
Accepted by:	Eagle Mountain City	Accepted by:	XTIVIA, Inc.
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Complete signed form may be emailed to mikea@xtivia.com or please request AdobeSign version



About XTIVIA

XTIVIA has established a proven reputation as a company that delivers leading-edge IT solutions and technical support for our client's specific requirements, regardless of project complexity. Our service areas include Application Development, Business Intelligence, Customer Relationship Management, Data Warehousing, Database Support and Management, Enterprise Information Management, Enterprise Resource Planning, and Digital Experience Solutions. XTIVIA's success stems from a demonstrated ability to provide deep expertise via professional services, empowering clients to leverage their chosen technology successfully, competitively, and profitably. If you can imagine the business outcome, XTIVIA can create it with technology. XTIVIA has offices in Colorado, New York, New Jersey, Missouri, Texas, and Virginia.



ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Monte Vista Ranch, L.C. for a 4MG Tank Site and Access Easement
ITEM TYPE:	Agreement
FISCAL IMPACT:	Approximately \$572,957
APPLICANT:	Eagle Mountain City

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Agriculture	Tank Site Property - apx 4.82 acres Access & Utility Esmt. - apx 2.28 acres

PUBLIC HEARING

No

PREPARED BY

Fionnuala Kofoed, Assistant City Manager

PRESENTED BY

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, approving a purchase agreement with Monte Vista Ranch, L.C. for a tank site and utility and access easement.

BACKGROUND:

City staff requests that the City Council consider the acquisition of approximately 4.82 acres of land for a new water storage tank site, along with approximately 2.28 acres for an access and utility easement. This acquisition is essential to support the expansion of the City's water system and storage capacity for the South Service Area, ensuring the City can meet the growing demands in the City Center. The selected site is strategically located and at the appropriate elevation to effectively serve the area.

- Purchase Price for Tank Site (4.82 acres): \$512,366
- Purchase Price for Easement (2.28 acres): \$60,591

Additionally, the City will be responsible for installing and maintaining a locked gate at the northwest corner of the property, which will serve as the entrance to the easement. The gate will remain locked, except for authorized access, as the remainder of the property will continue to be used for cattle grazing by the property owner.

Staff has completed all necessary preparations and is ready to proceed with the construction of the water storage tank once the property and easement are acquired. Closing is scheduled to occur within 30 days of the effective date of the agreement.

ITEMS FOR CONSIDERATION:

1. Strategic Need for Water Storage Expansion

- The project addresses the urgent need for additional water storage capacity to support current and future growth in the southern City Center area.
- The selected site is ideally located and at the correct elevation to optimize service delivery and system efficiency.

2. Property and Easement acquisition

- Acquisition of 4.82 acres for the tank site and 2.28 acres for the access and utility easement is required to move the project forward.
- The total purchase price for both the property and the easement is \$572,957.
- Closing is to occur within 30 days from the agreement's effective date to maintain the project timeline.

3. Project Readiness

- Staff is prepared to move forward immediately with the tank construction upon property acquisition.
- Delay in acquisition could impact project schedules and service capacity planning.

4. Site Access and Security

- A locked gate must be installed and maintained by the City at the northwest corner, controlling the access to the easement.
- This is necessary to prevent interference with the seller's ongoing cattle grazing operations on the surrounding property not being sold.

5. Budgeting and Funding

- Funding is allocated and available for the purchase and associated closing costs, improvements and gate installation.
- The City will have ongoing obligations to maintain the access gate and ensure the site remains secure and functional.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. R-_____-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A PURCHASE AGREEMENT WITH MONTE VISTA RANCH, L.C.
FOR A 4MG TANK SITE AND ACCESS EASEMENT**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, has identified the need for a new 4MG water tank to support the expansion of the City's water system and storage capacity to better serve the community; and

WHEREAS, the proposed site for the water tank is located in the South Service Area; and

WHEREAS, the City has negotiated a purchase agreement with Monte Vista Ranch, L.C. for the acquisition of the Land; and

WHEREAS, the Property comprises 4.82 acres, priced at \$106,300 per acre, along with an additional 2.28 acres for the Access and Utility Easement, priced at \$26,575 per acre;

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

1. The Purchase Agreement with Monte Vista Ranch L.C. for the acquisition of 4.82 acres of land for a total purchase price of \$512,366 for the Property and the additional 2.28 acres for the Access and Utility Easement for a total purchase price of \$60,591, is approved, as set forth in Exhibit A.
2. The Mayor is authorized to execute the purchase agreement and any related documents necessary to finalize the acquisition of the land and easement.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah, on the 20th day of May, 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

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ day of _____, 2025 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Monte Vista Ranch, LC, a Limited Liability Company registered in Utah (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately **111.23 acres** of undeveloped land located in the City identified on the Utah County Recorder’s Map as **Utah County Parcel Number 59:090:0008** (“**Land**”).

B. City desires to purchase from Seller approximately **4.82 acres** of the Land as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (“**Property**”) to construct a 4-million-gallon water tank (“**Water Tank Improvements**”) on the Property to be acquired from the Seller.

C. City also desires to purchase a **50-foot-wide general access and utility easement** (“**Access and Utility Easement**”) for the purpose of accessing the “**Property**” and constructing, installing, and maintaining an underground utility line. The “**Access and Utility Easement**” shall run over, under, and across approximately **2.28 acres** of the Land, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein by this reference (“**Access and Utility Easement Property**” or “**Easement Property**”).

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

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

AGREEMENT

1. Sale.

- a. **Sale of Property.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below).

- b. **Sale of Easement.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the Easement, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, conflicting easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below).

2. Purchase Price and Additional Consideration.

- a. **Price Per Acre of Property.** The total purchase price for the Property shall be five hundred twelve thousand three hundred sixty-six dollars (\$512,366) (“**Property Purchase Price**”) The Property Purchase Price is based on the gross acreage of 4.82 acres and a price of one hundred six thousand three hundred dollars (\$106,300) per acre. The Property Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Property Purchase Price.
- b. **Price Per Acre of Easement.** The total purchase price for the Easement shall be sixty thousand five hundred ninety-one dollars (\$60,591) (“**Easement Purchase Price**”). The Easement Purchase Price is based on the gross acreage of 2.28 acres and a price of twenty-six thousand five hundred seventy-five dollars (\$26,575) per acre. The Easement Purchase Price is for a general access and utility easement and for the right to access the Water Tank Site and construct, install, and maintain any and all utilities that may be located therein.
- c. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier’s check, wire transfer, or other immediately available funds on or before the Closing Date.
- d. **Gate Installation and Maintenance.** As a condition of this Agreement, Buyer shall, at Buyer’s sole cost and expense, install a **locked gate** at the entrance of the **Access and Utility Easement Property** to control access to the Property. Buyer shall be responsible for maintaining the gate in good working order and ensuring that it remains securely locked at all times, except when access is required for authorized purposes. Buyer shall never leave the gate open and unattended under any circumstances.

3. Title Commitment; Survey; Disclosures.

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
- i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver

a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.

- ii. Written Notice. If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s), with any costs to be incurred by Seller in curing such objections, including legal costs, to be borne by City; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. Remedy. City’s sole remedy pursuant to this Agreement for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey**. City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents**. No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property and the Easement Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. Closing Costs; Prorations.

- a. **Timing**. The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this

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

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

f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.

g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.

5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:

a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at City's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.

b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):

a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately available funds (wire, transfer, certified/cashier's check, etc.).

b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best

of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

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

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

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

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

extension of utility services on the Property.

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

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a warranty deed in the form of **Exhibit C** attached hereto (the “**Deed**”). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing. Seller shall also convey the Access and Utility Easement to City at closing. City shall have the right to record this Agreement on the Easement Property following closing to document the existence of the Access and Utility Easement.
- b. **Seller’s Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, “**Seller’s Closing Documents**”):
 - i. A warranty deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City’s Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, “**City’s Closing Documents**”):
 - i. The Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City’s authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and

- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

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

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

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, and (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that she owns fee simple title to the Property and the Easement Property.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, the Easement Property, or the Option Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, the Easement Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property or the Easement Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Easement Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

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

of the Property or the Easement Property for municipal purposes.

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

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

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

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

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

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

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

perform its obligations under this Agreement.

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

waived or cured, then:

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

14. **General Provisions.**

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

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

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained

in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 14(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Monte Vista Ranch LC
Attn: Tiffany Walden, Authorized Agent
P.O. Box 33009
Indialantic, FL, 32903

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

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used

with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- s. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- t. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- u. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement,

representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Miscellaneous.**

- a. The City acknowledges that Seller may seek and qualify for certain tax benefits. Seller shall have the sole responsibility to claim and qualify for any tax benefits. The City shall reasonably cooperate with Seller to the maximum extent allowable under law to allow Seller to take advantage of any such tax benefits.
- b. Seller has identified potential storm drain and wastewater related issues on the Land potentially affecting future development. The Parties agree to work together in good faith to address these issues.

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

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

[Signatures on following page]

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

MONTE VISTA RANCH, LC

Tiffany Walden, Authorized Agent

TABLE OF EXHIBITS

Exhibit “A”	Legal Description and Depiction of Property
Exhibit “B”	Legal Description and Depiction of Easement – Access and Utility Easement
Exhibit “C”	Form of Warranty Deed

Exhibit "A"

Exhibit "B"

Exhibit "C"



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 20, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, adopting the Natural Open Space and Wildlife Habitat Management Plan.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Nathan Shumway
Todd Black, Wildlife
Biologist/Environmental Planner

PRESENTED BY

Nathan Shumway, Todd Black

RECOMMENDATION:

City Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, adopting the Natural Open Space and Wildlife Habitat Management Plan.

BACKGROUND:

A proposed Concept Plan for the 2025 Natural Open Space & Wildlife Habitat Management Plan. This is the next-to-final draft of the EMC Open Space Plan. This Plan has been a year in the making and will guide the City on how it will manage native open spaces within the City.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a unanimous positive recommendation of 5:0, with the condition that the City consider feedback from the Eagle Mountain Nature and Wildlife Alliance (EMNWA).

ATTACHMENTS:

1. Resolution
2. Plan Document

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE NATURAL OPEN SPACE & WILDLIFE HABITAT MANAGEMENT PLAN

PREAMBLE

WHEREAS, Eagle Mountain City recognizes the importance of preserving and responsibly managing its natural open spaces and wildlife habitats as the community continues to grow and develop; and

WHEREAS, the City has undertaken efforts to assess current conditions and identify best practices for the long-term stewardship of open space lands, native vegetation, and sensitive wildlife areas; and

WHEREAS, the Natural Open Space & Wildlife Habitat Management Plan has been prepared to provide guidance on protecting ecological resources, enhancing recreational opportunities, and balancing development with environmental sustainability; and

WHEREAS, adoption of this plan will serve as a foundational document for City planning and maintenance efforts related to natural land assets and habitat connectivity;

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

1. The Natural Open Space & Wildlife Habitat Management Plan is hereby adopted, as set forth specifically in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 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, Utah on the 20th day of May, 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

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

City staff, Eagle Mountain City residents, and conservation organizations

TABLE OF CONTENTS

Executive Summary	vii
INTRODUCTION.....	1
Purpose and Need.....	1
Coordination with other Plans.....	2
Timeline of Plan Development.....	3
Goal of the Plan	4
Objectives of the Natural Open Space and Wildlife Habitat Management Plan	4
Definitions	5
METHODS—DATA COLLECTION	6
Data Gathering Methods.....	6
Community Engagement	6
NATURAL OPEN SPACE MANAGEMENT AREAS.....	7
Surrounding Lands	7
Eagle Mountain City Open Space Overview	7
PHYSICAL FEATURES.....	10
Soil Profile	10
Water Resources.....	10
BIOLOGICAL RESOURCES	10
Vegetation and Habitat Types	10
Noxious Weeds.....	12
Wildlife & Wildlife Habitat.....	13
RECREATION RESOURCES	13
FIRE RISK ABATEMENT	14
RESOURCE MANAGEMENT PLAN.....	17
Wildlife Corridor Overlay Zone.....	20
Tickville Gulch Management Area	23
Utility Right-of-Way	27

Natural Parks	31
Mountain Ranches Bike Park	34
Pedestrian Corridors.....	38
Detention Pond Management Areas.....	41
Utility Areas: City Water Tanks, Well Sites, & Evaporation Ponds	47
Goats for Ecological Management of Noxious Weeds	49
REFERENCES.....	51
APPENDICES	52

List of Tables

Table 1: Summary of Plant Communities.....	11
Table 2: Noxious Weeds	12
Table 3: Wildlife Corridor Overlay Zone mgmt. Tasks	21
Table 4: Tickville mgmt. Tasks	24
Table 5: Utility Right-of-Way mgmt. Tasks	28
Table 6: Natural Parks mgmt. Tasks	32
Table 7: Mountain Ranches Bike Park mgmt. Tasks	35
Table 8: Pedestrian Corridors mgmt. Tasks	39
Table 9: Detention Ponds mgmt. Tasks	42
Table 10: Utility Areas mgmt. Tasks	48

List of Figures

1. Eagle Mountain Open Space Overview	9
2. Wildlife Corridor Overview Zone	18
3. Migration Corridor MGMT Area	19
4. Tickville Gulch MGMT Area	22
5. Utility Right-of-Way MGMT Area 1	25
6. Utility Right-of-Way MGMT Area 2	26
7. Natural Parks	30
8. Mountain Ranches Bike Park	33
9. Pedestrian Corridors 1	36
10. Pedestrian Corridors 2	37
11. Detention Ponds	40
12. Utility Areas Overview	43
13. Utility Areas Water Tanks	44
14. Utility Areas Well Sites	45
15. Utility Areas Evaporation Ponds.....	46
16. Goat Grazing Noxious Weeds	54

List of Appendices

A. Mule Deer Migration Corridor	53
B. Landfire Data	54
C. Cedar Valley Water Sheds	55
D. Eagle Mountain Recreation Resources	56
E. Noxious Weed Treatment Strategies	57
F. Public Survey Results	69

Executive Summary

Eagle Mountain City's 2025 Natural Open Space & Wildlife Habitat Management Plan 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 ecological best practices and informed by local data, stakeholder engagement, and community input, the plan emphasizes conservation, connectivity, and community resilience. Additionally, this plan is aligned with broader city planning goals, particularly the preservation of scenic beauty, open space amenities, and habitat for wildlife.

Key objectives of the plan 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 outlines a series of site-specific management strategies, covering areas such as detention ponds, pedestrian corridors, natural parks, and utility rights-of-way. It also proposes innovative programs, including goat grazing for noxious weed control and collaborative trail stewardship initiatives that reflect the community's creative and hands-on approach to land care.

This plan marks a significant step forward in Eagle Mountain City's commitment to environmental stewardship, adaptive management, and community well-being. Rooted in the community's strong connection to outdoor recreation, open landscapes, and local wildlife, it reflects a shared desire to preserve what makes Eagle Mountain unique. Through actionable objectives—such as protecting wildlife corridors, managing invasive species, reducing wildfire risk—this plan provides the foundation for long-term stewardship. By aligning ecological protection with community values, Eagle Mountain ensures its natural open spaces remain a source of pride, identity, and enjoyment for generations to come.

Natural Open Space & Wildlife Habitat Management Plan.

Eagle Mountain City, Utah

May 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 projections 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 this growth comes increased use and expectations for public areas and natural open spaces. These areas will experience increased visitation, recreational use, and greater community interest in preserving scenic, ecological, and recreational values. While greater 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 risk ecological degradation, compromising their long-term value to the community.

This Natural Open Space & Wildlife Habitat Management Plan (hereafter “the plan”), provides a clear framework to guide the responsible stewardship of Eagle Mountain City's natural open space areas. It outlines the strategies and tasks necessary to manage these spaces in a way that supports both ecological function and community needs. The plan emphasizes the essential role of wildlife and habitat in maintaining watershed health, biodiversity, and the city's natural character. It aims 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, particularly those that affect wildlife habitat.
2. Identify and prioritize tasks and strategies to address resource management concerns and maintain the integrity of the city's natural resources for long-term ecological and community benefit.

Coordination with Previous Plans

This plan aligns with existing citywide planning efforts. 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 goal is to provide a long-term vision for enhancing and maintaining the city's parks, trail systems, and open spaces to meet the 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 natural resources and key open spaces, while emphasizing the strong recreational amenities that Eagle Mountain offers to its community. By protecting the integrity of these landscapes, the city safeguards ecological functions while enhancing access to trails, scenic views, and outdoor experiences that residents value.

2018 Eagle Mountain City General Plan

The 2018 Eagle Mountain City General Plan also provides a foundational framework for this plan. 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 offering a detailed framework for the long-term stewardship of natural open space and wildlife habitat, ensuring that these values remain integral to Eagle Mountain City’s growth 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 Department of Landscape Architecture and Environmental Planning at Utah State University to develop a strategy for drafting and implementing an Open Space Management Plan.
- **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.
- **May 2025 – Plan Implementation:** Implementation of the plan will begin promptly at the start of the summer working season, following city council approval.

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

Goal of the Plan

The goal of this plan is to provide a strategic framework for the conservation, restoration, and sustainable management of Eagle Mountain City's natural open spaces. It prioritizes the protection of native ecosystems, the enhancement of wildlife habitat, and the maintenance of ecological connectivity to support long-term biodiversity. Equally important is the city's commitment to balancing environmental stewardship with outdoor recreation—ensuring that natural areas remain ecologically functional while continuing to serve the community's recreational and cultural values.

Objectives of the Natural Open Space and Wildlife Habitat Management Plan

To achieve this goal, the plan outlines the following primary objectives:

- **Develop site-specific management strategies and monitoring protocols** tailored to the conditions, constraints, and ecological value of each open space area in Eagle Mountain City.
- **Preserve and enhance wildlife habitat** to support native species and maintain landscape-scale ecological functions, such as habitat connectivity and movement corridors.
- **Ensure long-term ecological integrity** by maintaining and improving the structural and functional health of open space areas, enabling them to support essential roles like stormwater absorption, biodiversity protection, and scenic preservation.
- **Promote sustainable outdoor recreation** by integrating trail access and passive recreation opportunities in ways that do not compromise ecological health or habitat integrity.
- **Apply adaptive management practices** to assess ongoing conditions, track ecological health, and adjust management strategies over time in response to monitoring and changing environmental conditions.
- **Encourage a balanced relationship between people and nature** by fostering community awareness, volunteer engagement, and stewardship initiatives that support open space values.

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, tasks, 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.

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 was gathered using two primary methods: site visits and in-person interviews with city management professionals. Site visits were conducted across open space parcels in Eagle Mountain to assess existing conditions, identify key challenges, and evaluate opportunities for improvement. These field assessments provided firsthand observations of vegetation health, wildfire risks, ecological integrity, and accessibility concerns.

In addition to field assessments, in-person interviews were conducted with city professionals from multiple departments to gain insight into the operational challenges of open space management. These conversations provided valuable information on resource constraints, funding needs, maintenance priorities, and coordination efforts among city entities. The combination of field assessments and staff expertise resulted in a comprehensive understanding of Eagle Mountain City'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

Surrounding Lands

Eagle Mountain City is in northwestern Utah County, nestled in 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 lies the Lake Mountains Range, a rugged and ecologically important landscape that supports outdoor recreation and wildlife habitat. To the west, the Oquirrh Mountains, also managed by BLM, offer a mix of undeveloped terrain and historic mining sites. Directly north of the city is Camp Williams, a military training ground operated by the U.S. Department of Defense and Utah Army National Guard, which restricts public access and influences regional land use patterns.

Eagle Mountain City Open Space Overview

Within the city's boundaries, natural open space areas are distributed across a variety of settings. This network of lands, totaling over 1,000 acres, consist of both formally designated and functionally undeveloped areas that serve ecological, recreational, and infrastructural purposes. Key categories of open space include:

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

In the northern portion of Eagle Mountain, open spaces such as natural parks and areas zoned under the Wildlife Overlay Zone are located between the North Bench neighborhood and Camp Williams. Running south from this area is Tickville Gulch, an

ephemeral drainage corridor originating in Camp Williams that flows through Eagle Mountain and into Utah Lake via Saratoga Springs. Tickville Gulch passes through a mosaic of land uses, including residential neighborhoods, commercial areas, and city parks, making it a high-priority area for both conservation and recreation planning.

Additional natural parks exist within the Ranches and Gateway neighborhoods. These city-managed parcels are often adjacent to land owned by the BLM and the Utah State Institutional Trust Lands Administration (SITLA), creating important interface zones for coordinated land management. The city also manages a prominent utility right-of-way (ROW) that runs north to south, supporting power, gas, and communication infrastructure. While development is restricted in this corridor, it presents opportunities for passive recreation and habitat connectivity.

The Eagle Mountain City Council retains the authority to expand the open space network, change the status of the open space, and/or dispose of entire or portions of non-significant zoned open space parcels in accordance with city code and long-term planning priorities. ([see City Code 3.30.060](#))

Lastly, there are privately-owned parcels within Eagle Mountain that are zoned under the Wildlife Overlay Zone but remain under private management. Although the city does not hold jurisdiction over these lands, it can encourage responsible stewardship and seek voluntary partnerships with landowners to align private management practices with broader conservation objectives ([see Eagle Mountain City code 17.49](#)).

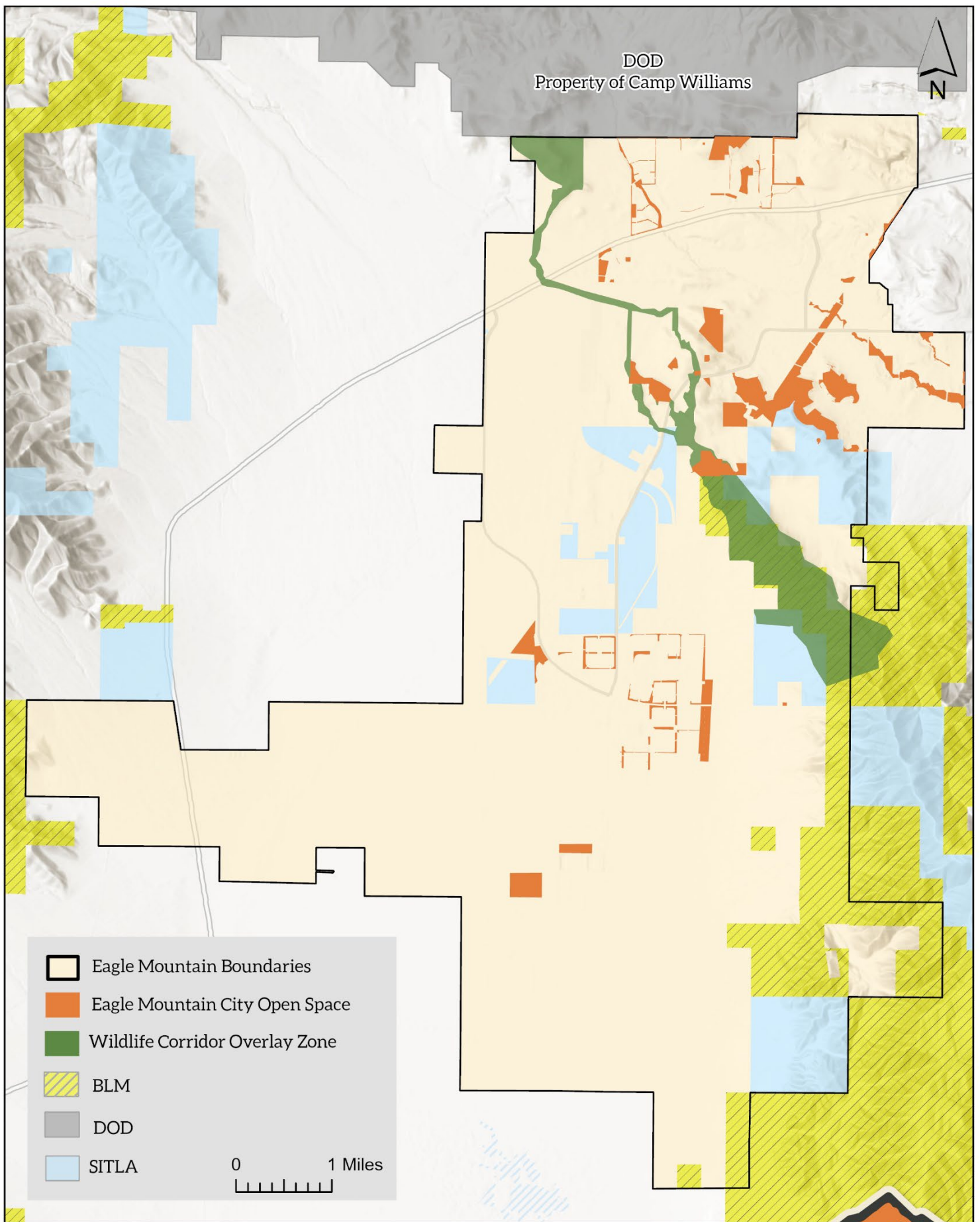


Figure 1. Natural Open Space & Wildlife Habitat Overview

Natural Open Space Management Plan | Eagle Mountain City | 2025



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 elevated temperature variability. Vegetation across this high-desert landscape typically includes various bunch grasses that are adapted to the scarcity of water and several species of sagebrush, including Basin big sagebrush (*Artemisia tridentata* subsp. *Tridentata*), Mountain big sagebrush (*Artemisia tridentata* subsp. *vaseyana*), & Wyoming big sagebrush (*artemisia tridentata* subsp. *wyomingensis*). In addition, pinyon pine (*Pinus, monophylla*), juniper (*Juniperus, osteosperma* and *Juniperus, scopulorum*), rabbitbrush (*Ericameria, nauseosa* spp.), sagebrush, 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 [Central Basin and Range Ecoregion](#))

Table 1. Summary of Plant Communities

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

Intermountain Mixed Sagebrush 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 multiple species of sagebrush 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 multiple species of sagebrush, 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 such as sagebrush and four-wing saltbush (*Atriplex, canescens*).

Intermountain 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 Appendix Item B: LandFire Data Map](#))

Noxious Weeds

A critical component of this plan focuses on vegetation management, particularly controlling noxious weeds. In Eagle Mountain City, 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 especially popular, particularly in and around the Mountain Ranch Bike Park, which features a growing network of singletrack trails for various skill levels. Beyond the bike park,

many trails extend across city-owned open space and connect to adjacent lands managed by the BLM, SITLA, and private landowners, offering expansive recreational access throughout Cedar Valley.

While many of these trails are well-established through regular use, the majority currently lack formal designation, signage, or maintenance protocols. An official off-road trails plan, anticipated in 2026, will address these gaps and provide guidance for long-term planning, design, and stewardship of Eagle Mountain's trail network.

Eagle Mountain City recognizes outdoor recreation as a core element of community's identity and is committed to the longevity and quality of its recreational resources. This includes preserving trail access within natural open spaces and promoting year-round recreational use, such as hiking, biking, equestrian activity, and wildlife viewing—while balancing the need for resource protection. As growth continues, Eagle Mountain aims to ensure that all residents have access to sustainable, outdoor recreation opportunities that enhance the quality of life, reflecting the city's core values.

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](#)). Additionally, climatic conditions are 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 describes how controlled fire will be used to mitigate invasive weed proliferation and outlines wildfire risk abatement strategies that will be taken by the Open Space Division in collaboration with the Unified Fire Authority (UFA), Utah Fire Forestry and State Lands (UFFSL), as well as the surrounding land managers such as the BLM and Camp Williams.

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, & BLM

Eagle Mountain City will work closely with the UFA, UFFSL, BLM, and Camp Williams 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 City.

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

Strategically placed green strips and fuel breaks are critical components of Eagle Mountain City's wildfire mitigation strategy, serving to slow or stop the spread of fire and protect both natural resources and adjacent development.

Green strips are areas of fire-resistant vegetation—typically grasses and forbs—that remain green and low in flammability during the fire season. These vegetated buffers are designed to reduce fire intensity and spread by creating zones with limited fuel.

Fuel breaks are cleared or modified strips of land where flammable vegetation has been reduced or removed entirely. These areas serve as physical barriers to slow or redirect the movement of wildfires and provide safe access for firefighting operations.

Eagle Mountain City will use a combination of green strips and fuel breaks to reduce the risk of wildfire impacts on the community and private property. Green strips will be used along wildlife corridors and city-installed wildlife fencing to protect ecological assets and reinforce natural buffer zones. Fuel breaks will be prioritized at high-risk areas along the interface of natural open space and residential development.

Plant species recommended for green strips include:

- Crested wheatgrass (*Agropyron cristatum*): a fire-resistant grass that stabilizes soil and reduces fuel loads.

- Falcata and ranger alfalfa (*Medicago sativa* var. *falcata*): drought-tolerant plants that remain green in hot, dry summers.
- Forage kochia (*Bassia prostrata*): a hardy, fire-resistant shrub suitable for planting near fences and along property lines.

While specific fuel break widths will vary depending on vegetation type, topography, and adjacent land uses, the City will follow industry best practices to ensure fuel breaks are wide enough to be effective in slowing fire spread. Property owners interested in fire-safe landscaping around their homes are encouraged to consult the [National Fire Protection Association](#) for guidance on defensible space and home hardening techniques.

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.
- Enhance wildlife habitat by improving plant diversity.

Wildfire History in Cedar Valley

Since the early 2000s, Cedar Valley has experienced numerous wildfires, collectively burning several thousand acres across a mix of public and private lands. These incidents have been driven by a combination of human activity, flammable vegetation, and prolonged drought conditions. Wildfires in and around Eagle Mountain have threatened residential areas, prompted evacuations, and raised concerns about emergency preparedness and vegetation management.

This history underscores the need for proactive wildfire mitigation strategies, including the creation of fuel breaks, control of invasive species, and coordinated efforts with fire authorities. Moving forward, Eagle Mountain City will continue to work with agencies such as the UFA, UFFSL, and the BLM to reduce wildfire risks and enhance community resilience.

RESOURCE MANAGEMENT PLAN

Implementing this plan requires 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, taking into account budget limitations and staffing capacity. Some tasks will be completed within the first few years, while others will be implemented in short- or long-term phases based on complexity and available resources.

The site-specific management strategies that follow are not intended to be exhaustive or fixed. Objectives and tasks within each open space category will be refined and updated regularly as new data is collected, environmental conditions evolve, and best management practices (BMPs) are developed or improved. This adaptive approach ensures that management actions remain responsive, evidence-based, and aligned with both ecological goals and community needs.

Timing recommendations are defined as follows:

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

Priority recommendations are defined as follows:

- **H (high Priority)** – Tasks that are critical to the protection of resource values and should be addressed first.
- **M (medium Priority)** – Tasks that are important but not urgent, and typically meet multiple objectives.
- **L (low Priority)** – Tasks that support a specific goal but are not essential to immediate resource protection.

Jump to Section

- | | |
|--|-----------------------------------|
| • Wildlife Migration Corridor Overlay Zone | • Mountain Ranches Bike Park |
| • Tickville Gulch Management Area | • Pedestrian Corridors |
| • Utility Right-of-Way | • Detention Pond Management Areas |
| • Natural Parks | • Utility Areas |

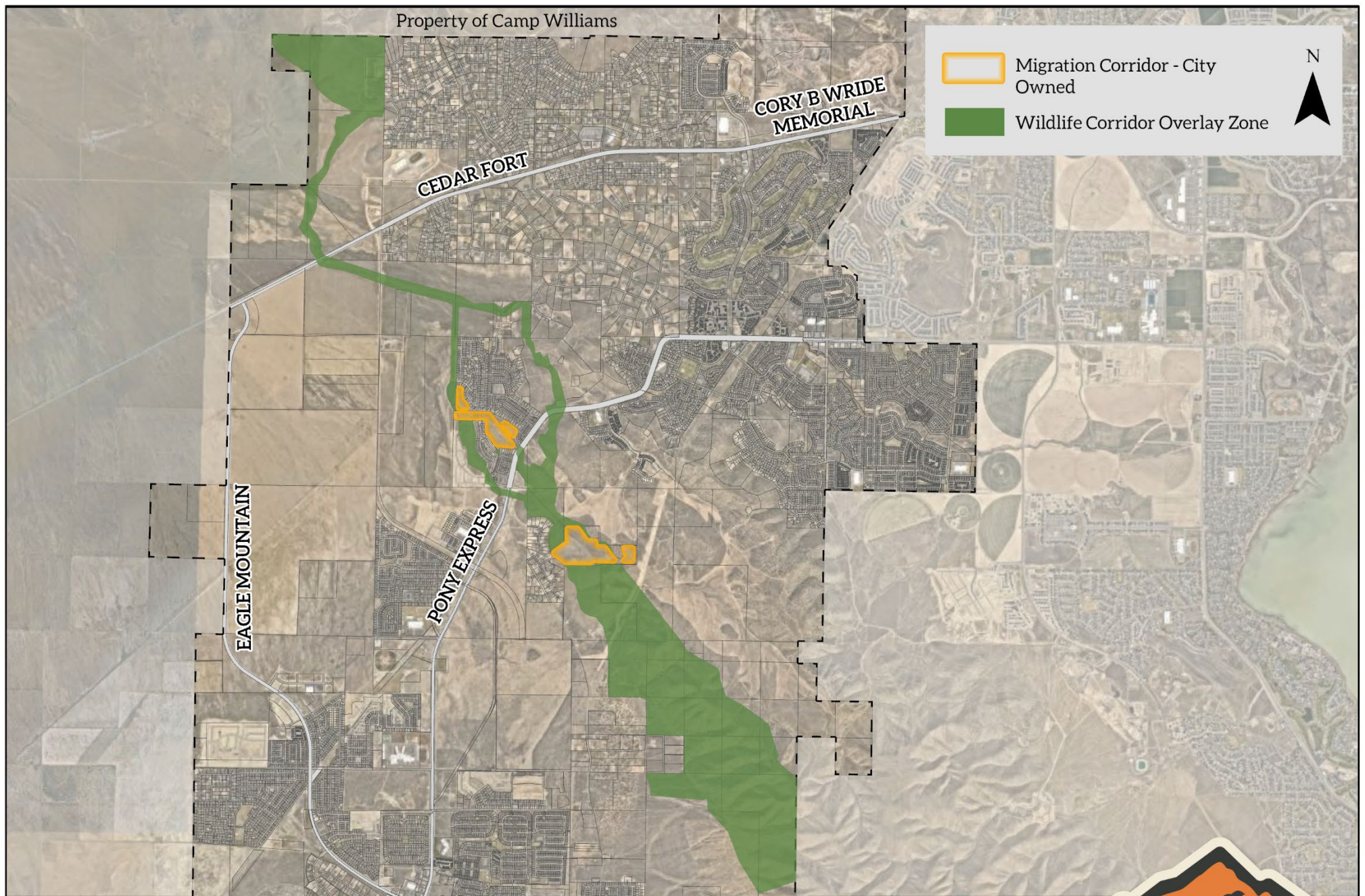


Figure 2. Migration Corridor Management Area Overview

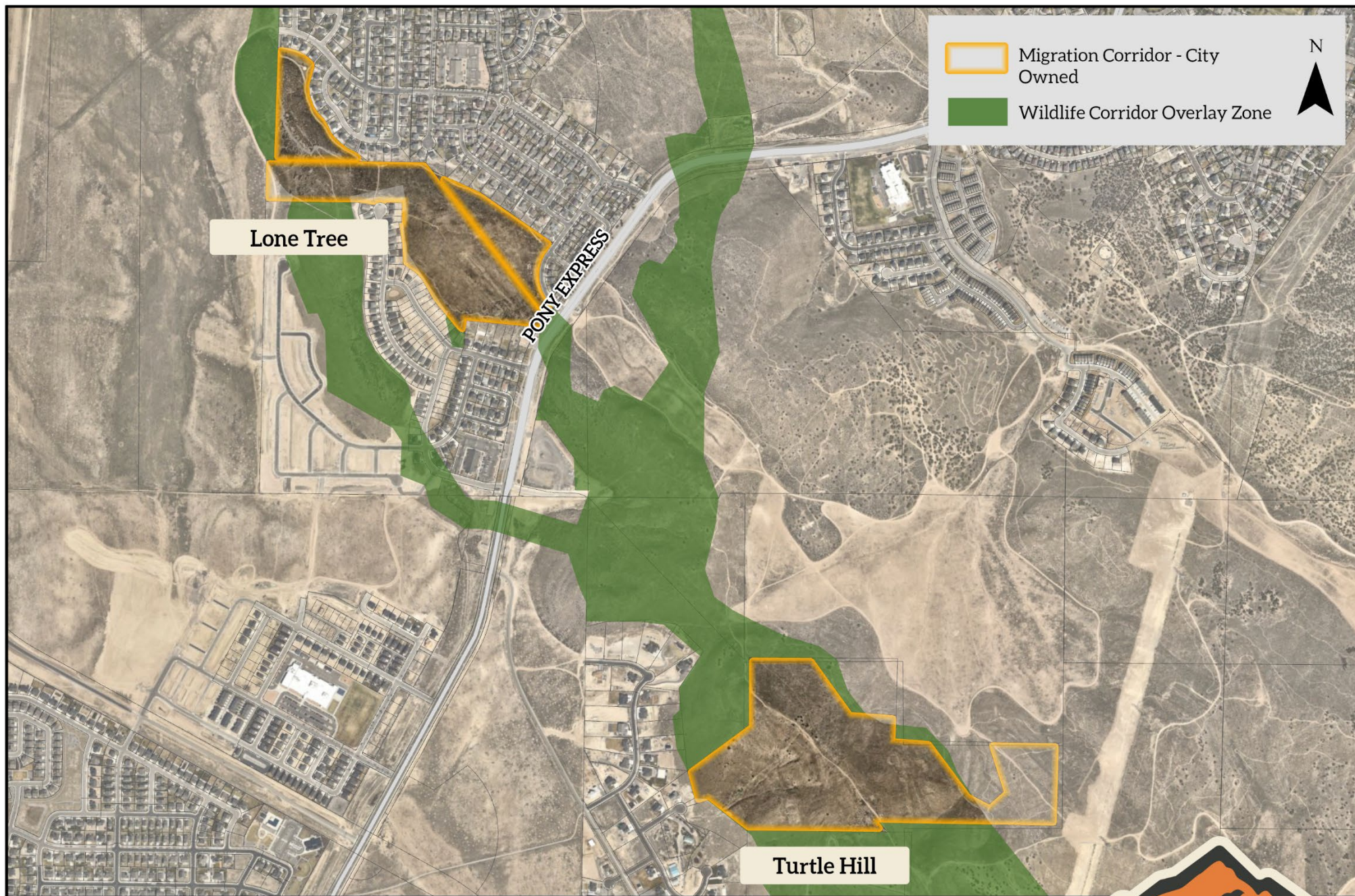


Figure 3. Migration Corridor Management Area

Wildlife Corridor Overlay Zone

Overview: Eagle Mountain City has established a wildlife corridor overlay zone ([Eagle Mountain City code 17.49](#)) 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 2017 and referenced in the [Utah Wildlife Action Plan](#) in response to [Secretarial Order 3362](#), also supports broader regional and state initiatives such as the [Utah Wildlife Migration Initiative](#), the [Great Salt Lake Sentinel Landscape](#), and the [West Traverse Sentinel Landscape](#). These initiatives provide essential partnerships and frameworks that align conservation efforts with habitat connectivity and sustainable land use throughout northern and western Utah. This wildlife corridor is also referenced in the [Eagle Mountain City Future Transportation Plan](#) as well as the upcoming new city master plan.

The corridor 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 implementing these conservation efforts, it helps to mitigate the impacts of urban development on wildlife populations and ensuring continued ecological connectivity in fragmented landscapes.

To ensure adequate movement space for migrating wildlife, the corridor will maintain a minimum width of 330 ft where it crosses private land ([as per code 17.49](#)). On city-owned, SITLA, and BLM-managed lands, the corridor will be established to the maximum width practicable based on topography, ecological conditions, and adjacent land uses. Currently, the city owns 97.7 acres of land within this migration corridor, split between four parcels (see figure 3 above).

Additional Purposes: 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.

Focus 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 conditions, 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 tasks may be modified over the duration of this plan. This task list will be incorporated into © OpenGov such that they can be reported on and tracked over time.
4. Work to continue with collaborative efforts and partners to implement management objectives.

Table 3. Migration Corridor Management Tasks

Management Tasks	Timing	Priority
Vegetation & Wildlife Habitat Management		
Assess current condition of open space parcels in and immediately adjacent to the Critical Mule Deer Migration Corridor.	ST	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Monitor / Survey the entire length of the Migration Corridor three times a year, identifying sites garbage, erosion, invasive plant species, and unpermitted recreation.	O	H
Fuel Management		
Create green strips or fuel break between corridor and adjacent property boundaries.	LT	M
Recreation & Visitor Management		
Observe that Deer fence is secure, especially around public access points.	O	H



Figure 4. Tickville Gulch Management Area

Tickville Gulch Management Area

Overview: Tickville Gulch is a natural, undeveloped drainage corridor that runs continuously through Eagle Mountain City, originating in Camp Williams and flowing southeast through a mix of residential, commercial, and open space areas. The gulch spans 81.2 acres of city-owned land and remains largely intact, with minimal interruptions from road crossings or development (see Figure 4 above).

Primary Purpose: The primary function of Tickville Gulch is to serve as a natural drainage basin for stormwater and snowmelt. As an ephemeral waterway, the gulch channels run off during and immediately following significant precipitation events, helping to reduce the risk of localized flooding, control erosion, and manage sediment transport. This natural drainage capacity plays a vital role in protecting downstream infrastructure and maintaining the hydrologic balance within the city's stormwater system.

Additional Purposes: Tickville Gulch also functions as a secondary wildlife corridor and provides ecological connectivity across developed portions of the city. In addition, it offers outdoor recreation opportunities through informal trails that follow the length of the gulch, as well as wildlife viewing for residents seeking passive engagement with natural open space.

Focus 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 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 task list will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 4. 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.	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	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.	O	H
Remove all invasive species within and on surrounding land of Tickville Gulch.	LT	M
Seek funding opportunities to address ecological health and safety issues.	LT	M
For bank stabilization, transplant and seed native vegetation within and on banks of the wash's length.	LT	M
Fuel Management		
Assess current conditions of open space parcels regarding their fuel type, fuel loads, and ecological condition.	O	H
Recreation & Visitor management		
To prevent further erosion, permanently obstruct all recreational activity from within the wash. This will require the installation of gates and barricades at all Tickville entrances.	LT	M

Future Opportunities

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

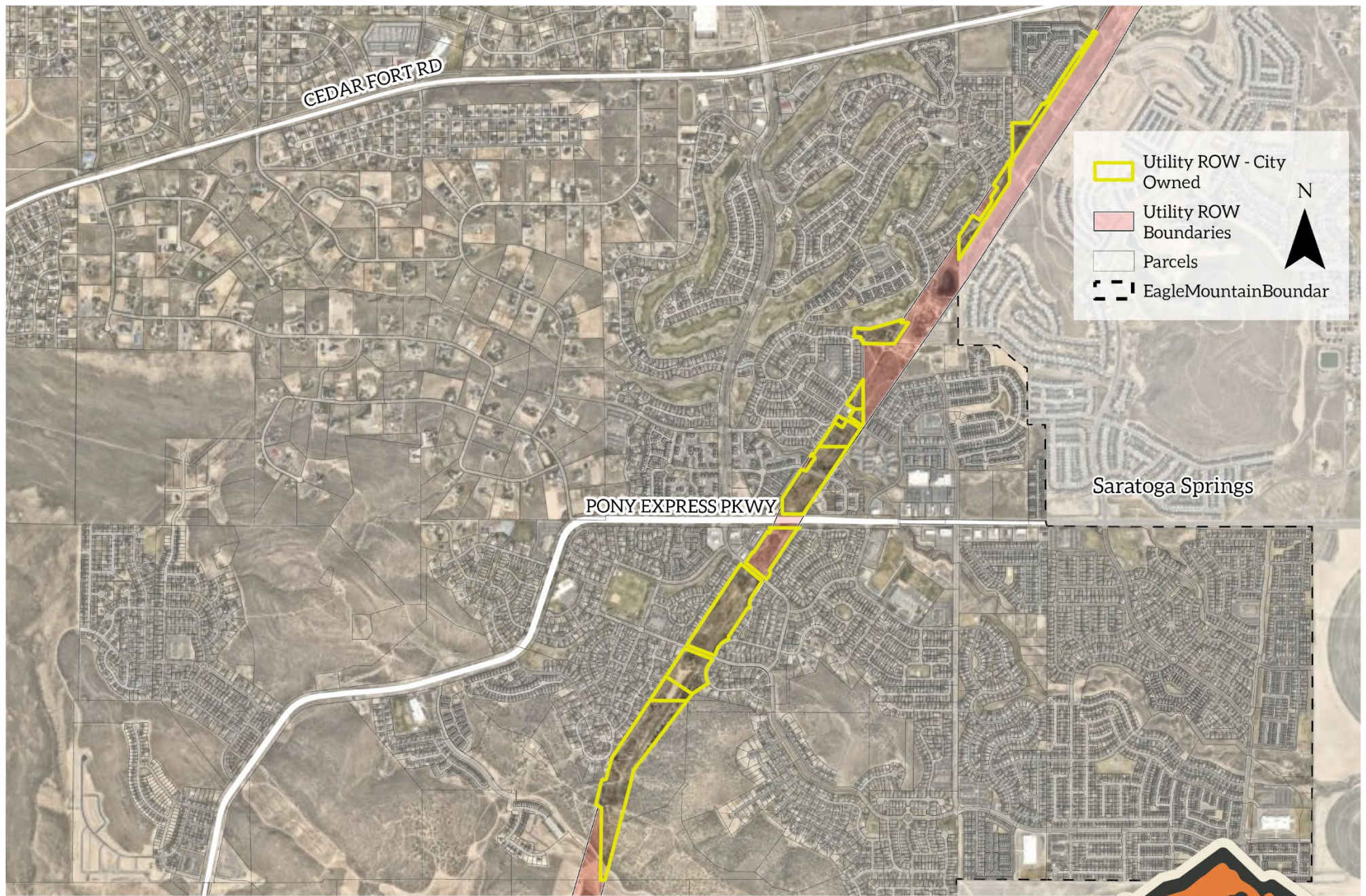


Figure 5. Utility Right-of-Way Management Areas

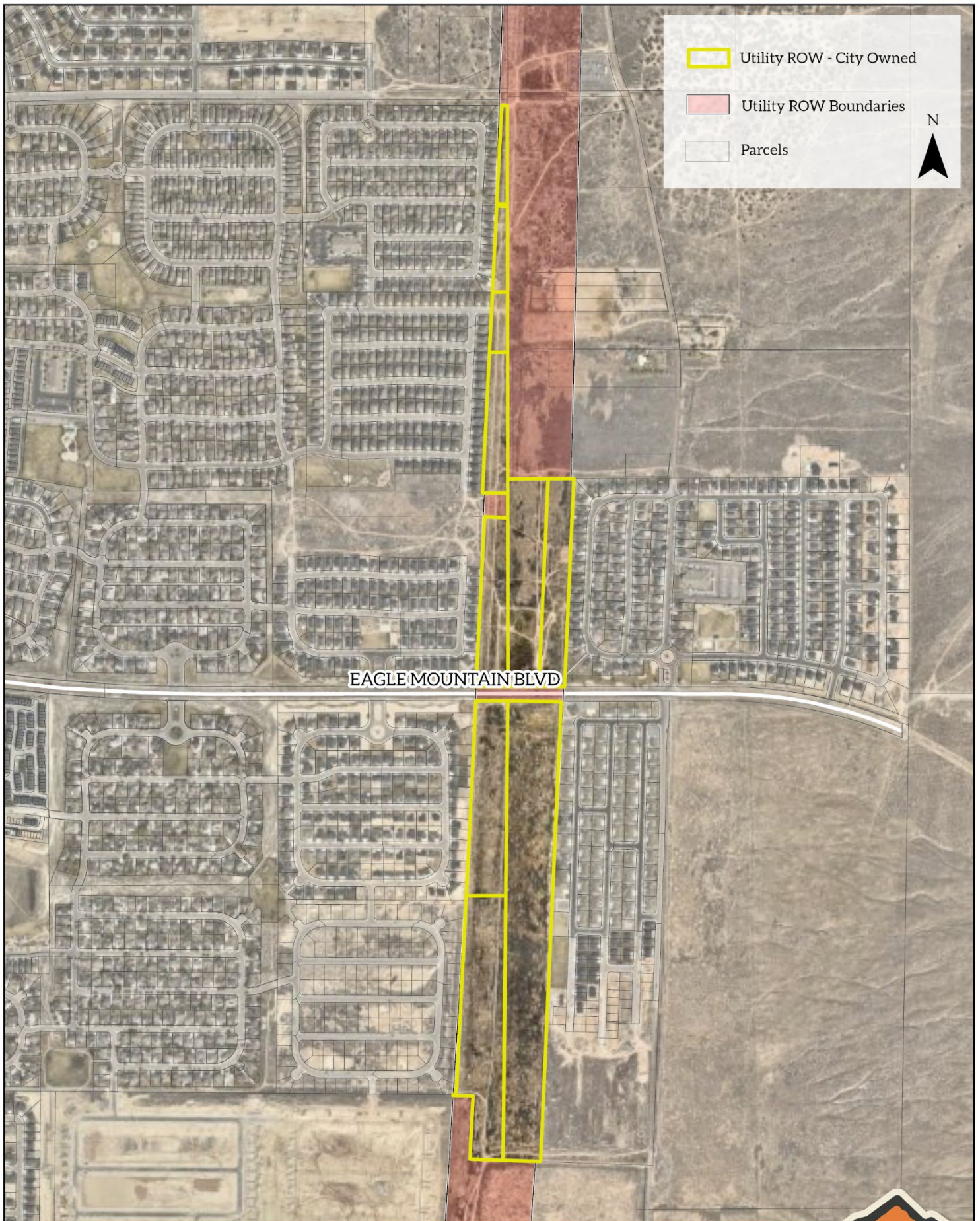


Figure 6. Utility Right-of-Way Management Area

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 rights-of-way parcels 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 5 & 6 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.

Additional 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.

Focus 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 conditions, work to implement various strategies and tasks 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 tasks are likely to be modified over the duration of this plan. This task list will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 5. Utility ROW Management Tasks

Management Tasks	Timing	Priority
Vegetation		
Assess current conditions of open space ROW parcels	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Determine management strategies/best management practices to move to desired condition.	ST	H
Fuel		
Identify problem areas with noxious weeds	ST	H
Create green strips or fuel breaks between city owned sections of the ROW and adjacent private property	LT	M
Recreation & Visitor -		
Gate and fence or block all unauthorized vehicle entry points to the utility ROW	LT	M
Designate official trails within the ROW – close unofficial trails	LT	M

Future Opportunities for the Utility Right-of-Way

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 Eagle Mountain 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.

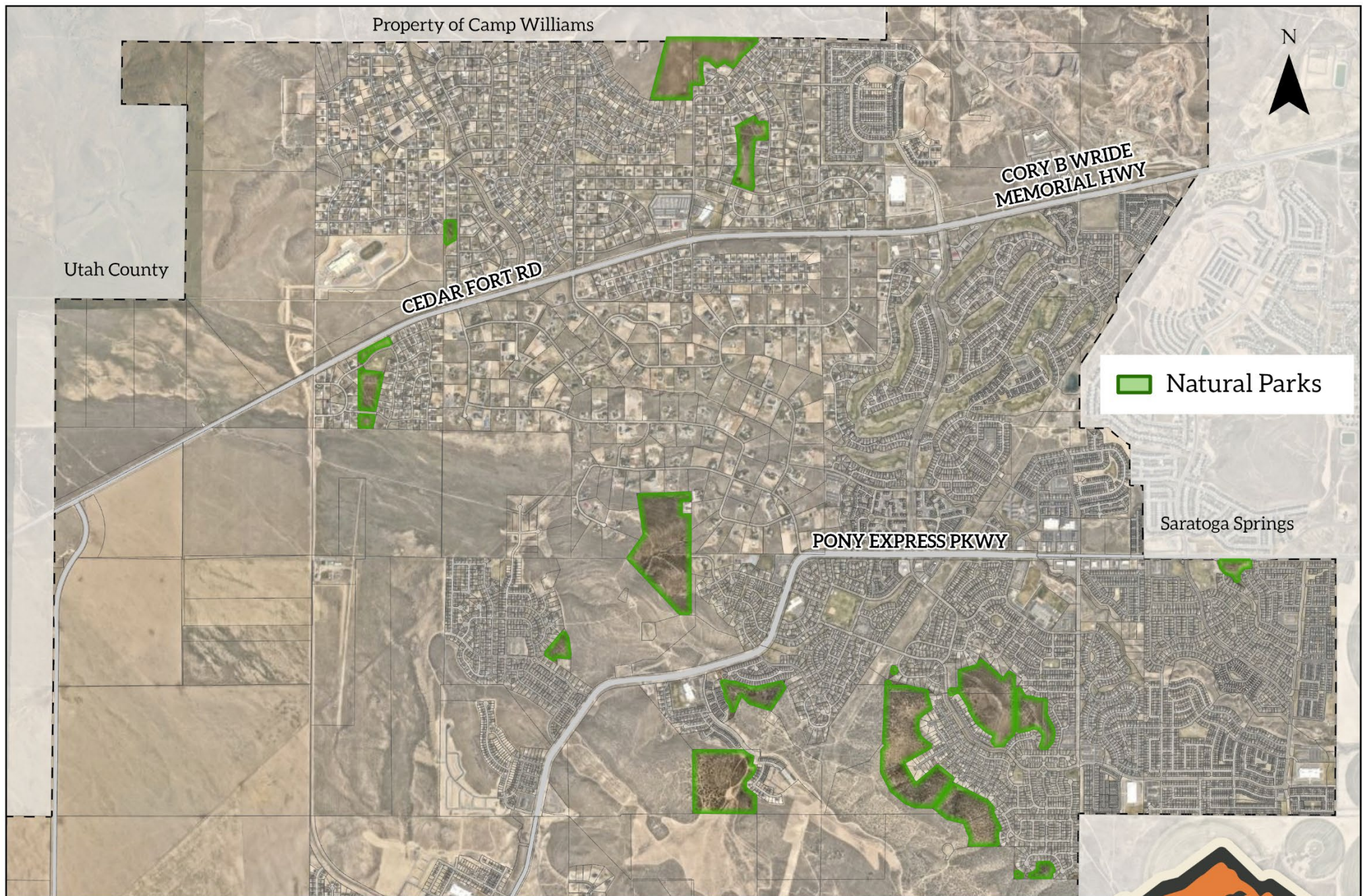


Figure 7. Natural Parks Management Area

Natural Parks

Overview: Natural Parks in Eagle Mountain City are a specialized type of open space that remains undeveloped and are managed with the intent to preserve the city's most sensitive natural areas. These parcels are typically located on hillsides, ridgelines, and other locations that support native vegetation and wildlife. The natural park system currently encompasses 360.4 acres across 29 city-owned parcels (see Figure 7 above).

Primary Purpose: The primary purpose of Natural Parks is to preserve wildlife habitat and protect vital ecological functions. These areas support biodiversity, provide erosion control on steep slopes, contribute to stormwater absorption, and enhance the scenic and aesthetic character of the city. Most parcels are protected from development under Eagle Mountain City's Mountain Top and Hillside Slope Ordinance ([Code 15.80.020](#)), which restricts construction and grading in sensitive topographic areas.

Additional Purposes: Natural Parks also serve as valuable community resources by offering outdoor recreation opportunities that are compatible with habitat protection. These areas provide space for low-impact activities such as hiking, mountain biking, equestrian use, and wildlife viewing. By maintaining passive recreation opportunities within a natural setting, the city supports resident health and well-being while fostering a stronger connection to local landscapes. As the city continues to grow, Natural Parks will remain essential for balancing access to open space with conservation priorities.

Focus 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.

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

Table 6. Natural Parks Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of open space/potential natural park parcels	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Use various BMPs to removal invasive plant species from within the natural park open areas such as burning, herbicides, grazing, and mowing.	LT	M
Recreation & Visitor Management		
Designate official city trails with the natural parks – close any unofficial trails	LT	M

Future Opportunities: Natural parks in Eagle Mountain City are currently zoned as open space. The city is working towards the creation of a specialized Wildlife Overlay / Natural Area zoning code that will be applied to these areas, safeguarding their preservation. An additional opportunity exists to create single track trail networks across these parcels, creating opportunities for passive recreation in the community.

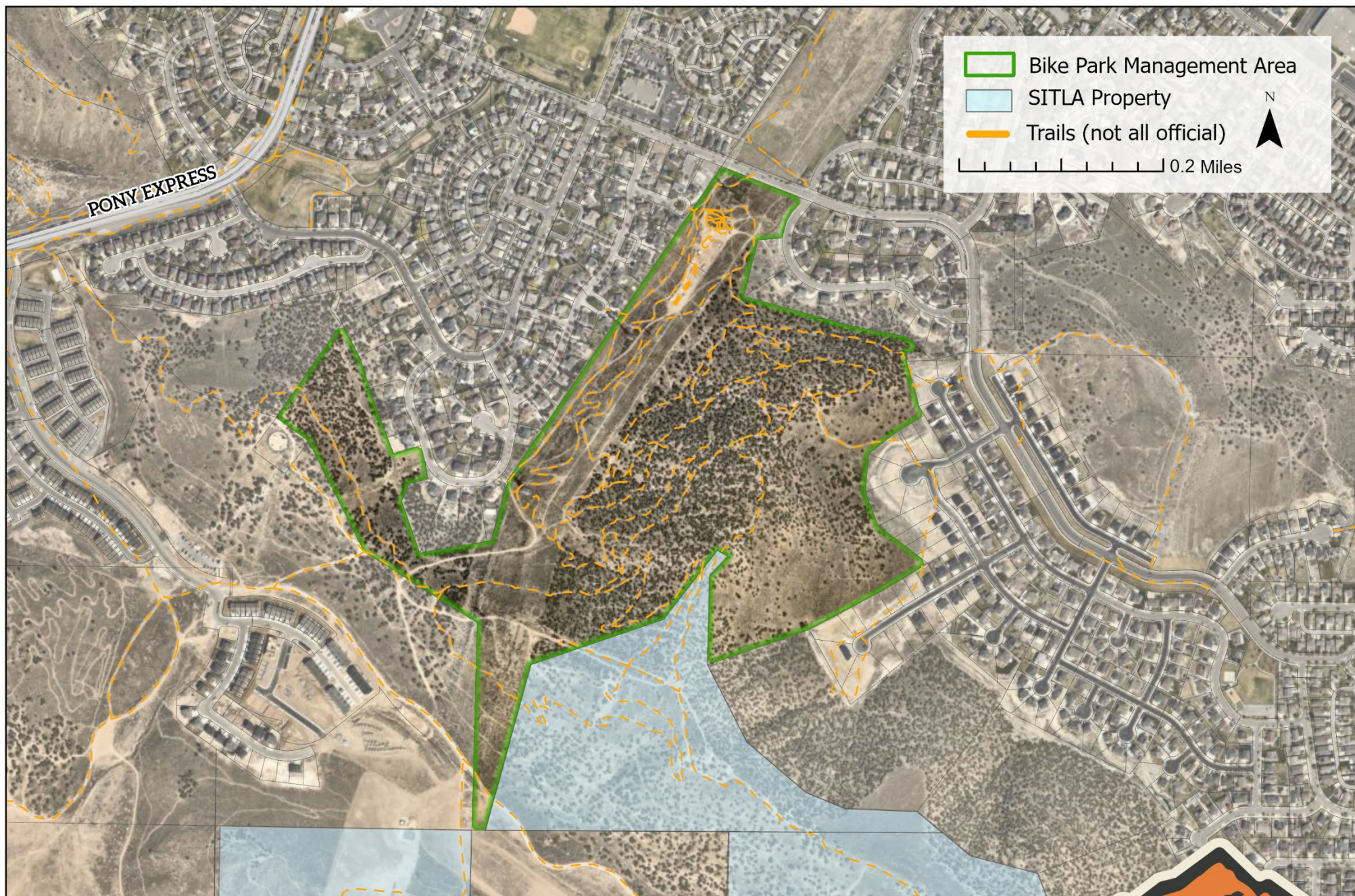


Figure 8. Mountain Ranches Bike Park Management Area

Mountain Ranches Bike Park

Overview: Mountain Ranches Bike Park is a popular outdoor recreation asset located within the Utility Right-of-Way (ROW) corridor in the Ranches neighborhood. The park is situated primarily on a 62-acre city-owned parcel, with trail systems extending into adjacent BLM and SITLA-managed lands to the south (see Figure 8 above). The site plays a central role in Eagle Mountain's outdoor recreation lifestyle, holding cultural significance for local residents.

Primary Purposes: The primary function of this site is to accommodate utility infrastructure. The corridor houses buried gas lines as well as overhead power and telecommunications lines. Due to legal and physical constraints associated with the utility ROW and the City's Mountain Top and Hillside Slope Ordinance ([Code 15.80.020](#)), the area is restricted from development. These constraints preserve the land in an undeveloped condition while allowing essential access for utility maintenance and service operations. In all cases, utility needs take precedence over any secondary uses.

Additional Purposes: Due to its undevelopable status, the site has been adopted for community recreation, particularly mountain biking. The park features a network of trails that accommodate a range of skill levels and are managed in partnership with the [Lake Mountain Trails Association](#). This site contributes meaningfully to the city's recreation system by offering open space-based biking opportunities that also promote physical activity, community engagement, and outdoor enjoyment.

Focus Issues: One of the primary issues at Mountain Ranches Bike Park is the presence of unsanctioned trails. The city plans to conduct a comprehensive trail audit to determine which trails will be formally adopted and managed as part of the official trail network. This work will be addressed in the city's forthcoming Trails Master Plan. Other challenges include the presence of invasive weeds and the elevated wildfire risk posed by dense vegetation along the park's boundary with nearby residential development.

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 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 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 tasks may be modified over the duration of this plan. All tasks will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 7. Eagle Mountain Bike Park Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess current condition of open space/potential natural park parcels	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Recreation & Visitor Management		

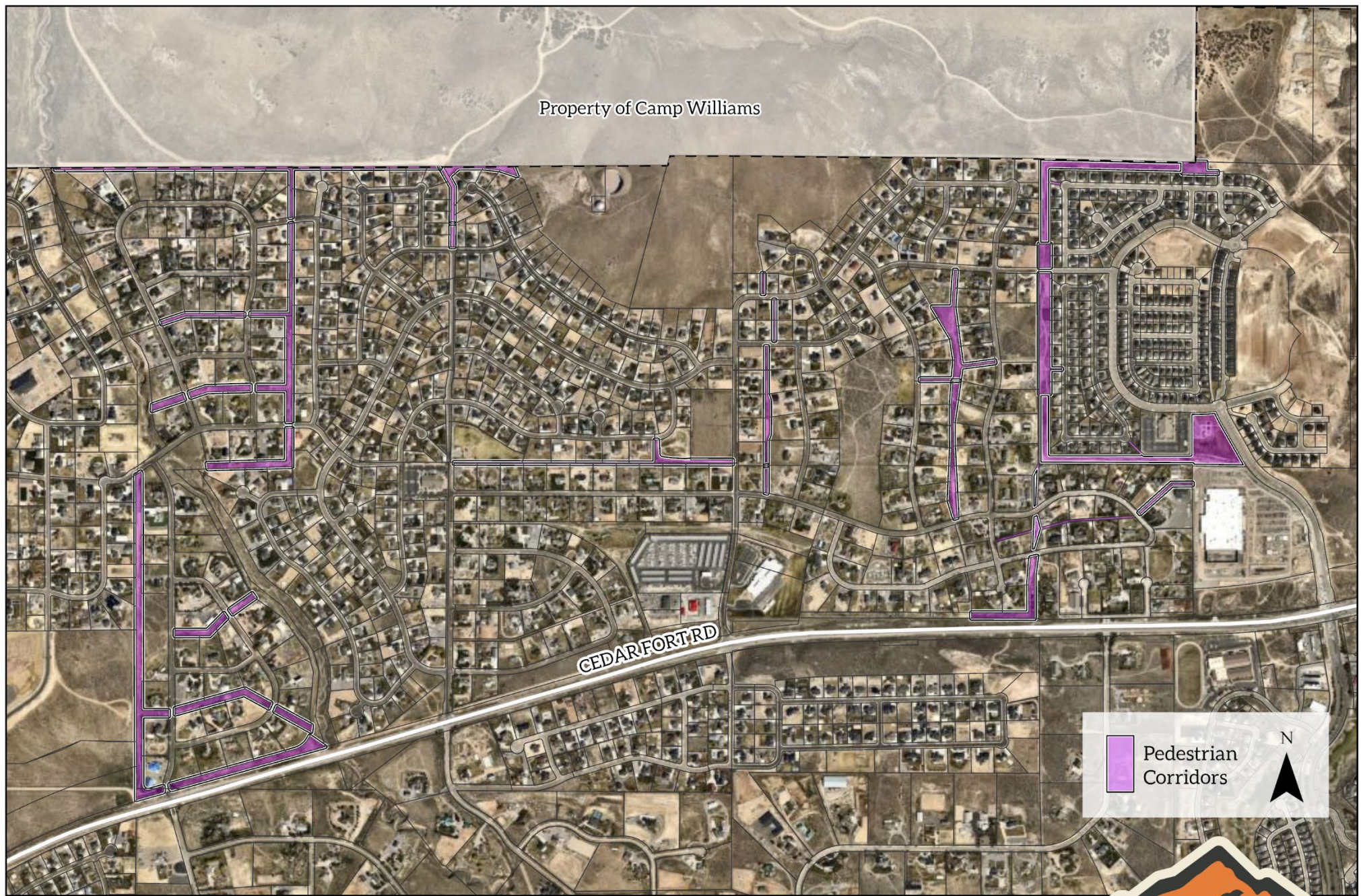


Figure 9. Pedestrian Corridors Management Area

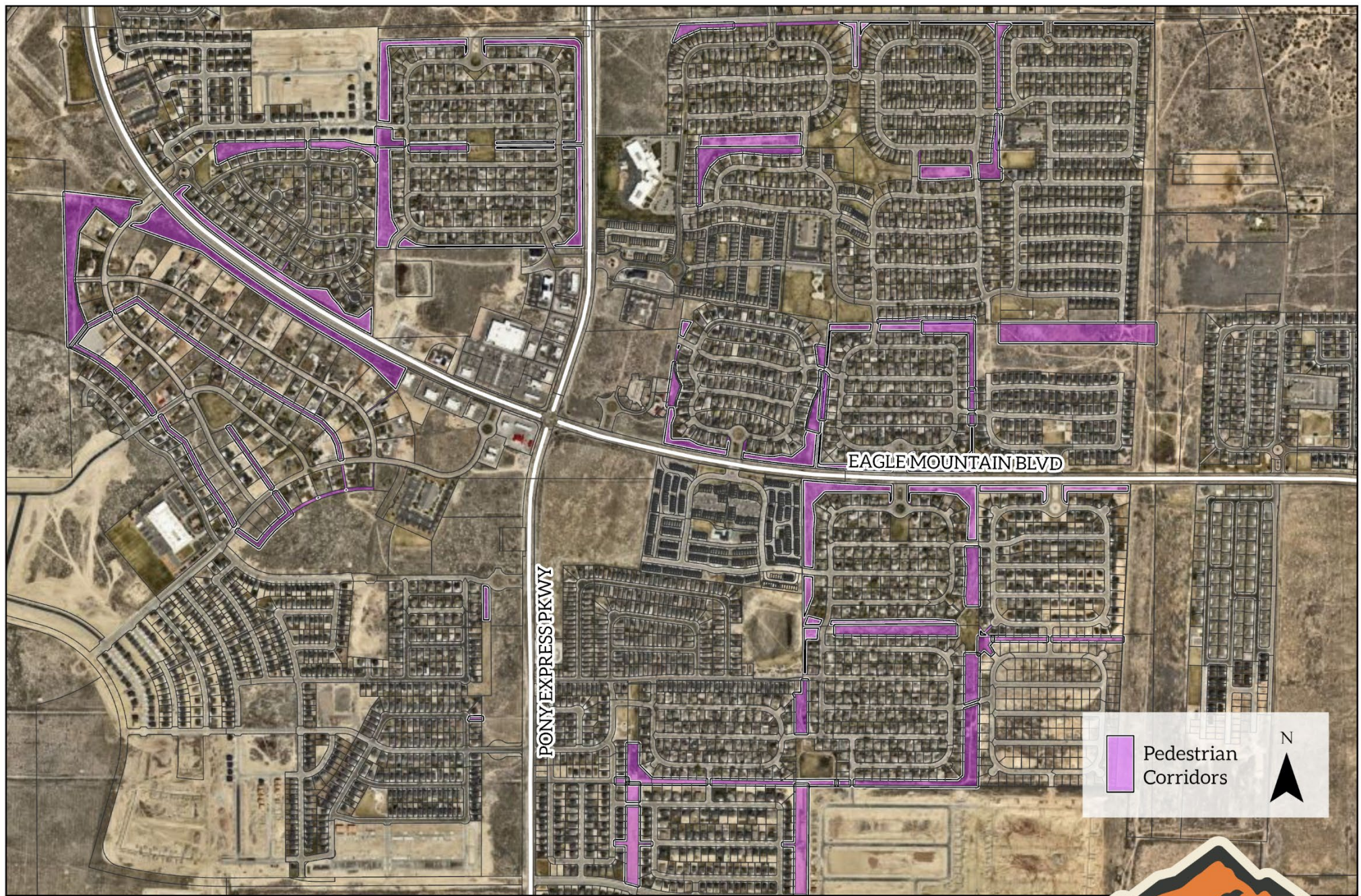


Figure 10. Pedestrian Corridors Management Area

Pedestrian Corridors

Overview: Eagle Mountain City's pedestrian corridors are linear open space areas totaling 118.8 acres that run through and between residential neighborhoods. These corridors help shape the city's green infrastructure by preserving continuous pathways through developed areas and linking neighborhoods to parks, trails, and other open spaces. Many include paved shared-use paths and serve as important physical and visual connectors in the city's growing suburban fabric (see Figures 9 & 10 above).

Primary Purpose: The primary function of pedestrian corridors is to provide trail connections between residential areas and to serve as access points to the city's larger open space network. These corridors are intended to accommodate non-motorized use such as walking or biking, while ensuring safe and convenient passage throughout the community. In addition to their recreational value, pedestrian corridors support emergency response operations by allowing emergency vehicles to access open space parcels and neighboring homes where standard road access may be limited. Their layout and function contribute to walkability, safety, and accessibility across the city.

Focus Issues: Pedestrian corridors in Eagle Mountain face several management challenges. These include the lack of proper wayfinding signage, the presence of invasive weeds, unauthorized recreation and dumping, and encroachment from neighboring properties. In areas where pedestrian corridors abut residential backyards, the city will offer leasing options for non-permanent features such as landscaping or shed placement to reduce conflicts and preserve corridor function.

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 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 tasks may be modified over the duration of this plan. All tasks will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 8. Connecting Corridors Management Tasks

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

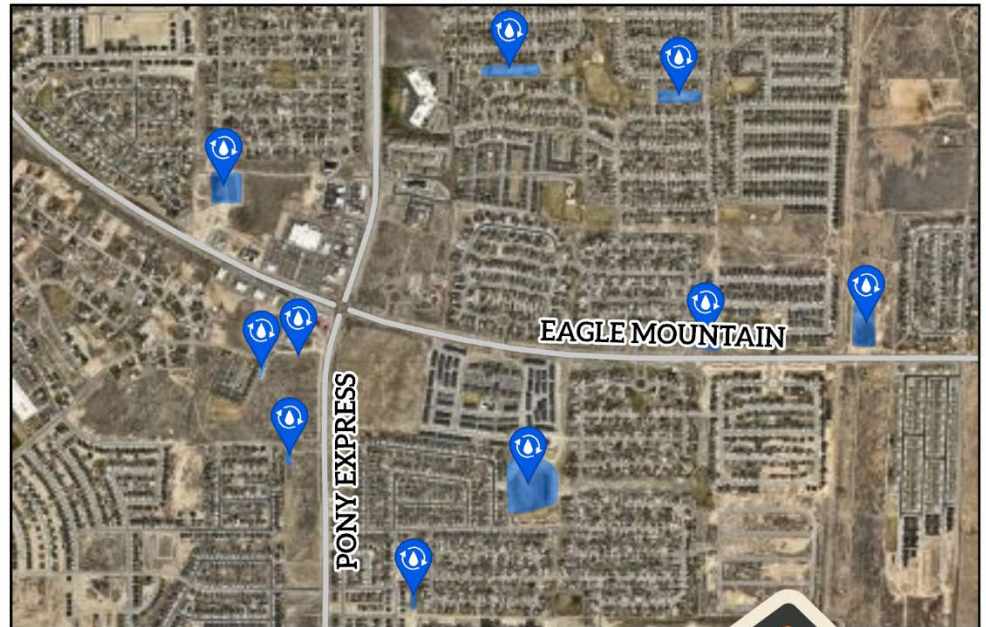
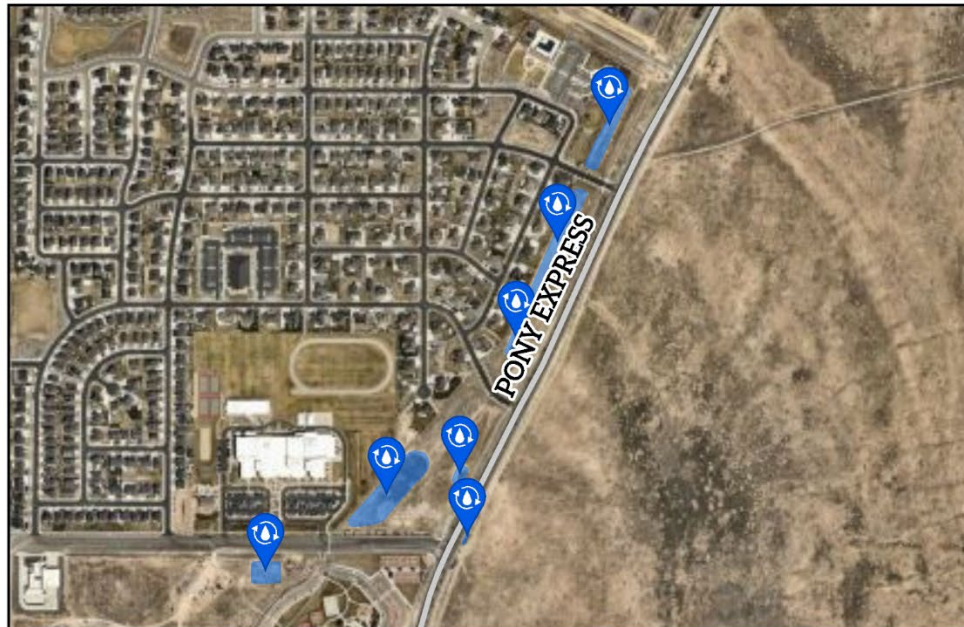
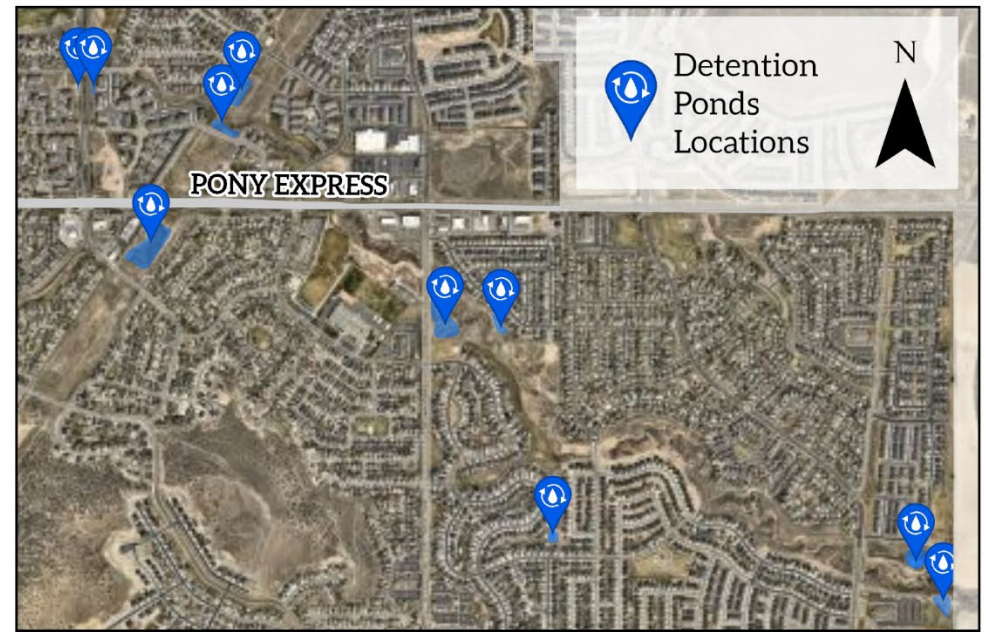


Figure 11. Undeveloped Detention Pond Management Areas

Detention Pond Management Areas

Overview: Eagle Mountain City manages a network of detention ponds located throughout the community. These basins are predominantly undeveloped, meaning their floors are compacted soil rather than concrete or gravel, and are often surrounded by vegetative buffers. While engineered for stormwater control, these spaces also serve secondary ecological functions by supporting vegetation and contributing to landscape connectivity. Their appearance and maintenance levels vary, creating a need for coordinated stewardship between city departments.

Primary Purpose: The primary function of detention ponds is to temporarily store and control stormwater runoff during and after precipitation events. These ponds reduce peak runoff volumes, mitigate downstream flooding, and release water slowly—either through infiltration, evaporation, or controlled discharge. Unlike retention ponds, detention ponds are designed to drain completely between storms and do not maintain a permanent water body. In Eagle Mountain, these facilities are jointly managed: the Storm Water Department ensures ponds fulfill hydrologic performance standards, while the Open Space Division is responsible for vegetation management, erosion control, and ecological enhancement within and around the pond basins.

Focus Issues: Many detention ponds in Eagle Mountain have become overrun with invasive and noxious plant species, including undesirable shrubs and trees. These conditions hinder stormwater function, degrade habitat potential, and increase fire and maintenance risks. Additional concerns include unauthorized recreation, soil erosion, and illegal dumping. Improving pond conditions requires coordinated intervention to balance functional performance with ecological value.

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.
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 tasks may be modified over the duration of this plan. All tasks will be incorporated into © OpenGov such that they can be reported on and tracked over time.

Table 9. Detention Pond Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess the current condition of Detention Pond Management Areas.	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Utility & Parameter Management		
Gate and fence perimeters of all undeveloped detention ponds to obstruct unauthorized recreation and motor vehicle entry.	LT	L



Figure 12. Utility Sites Management Area Overview

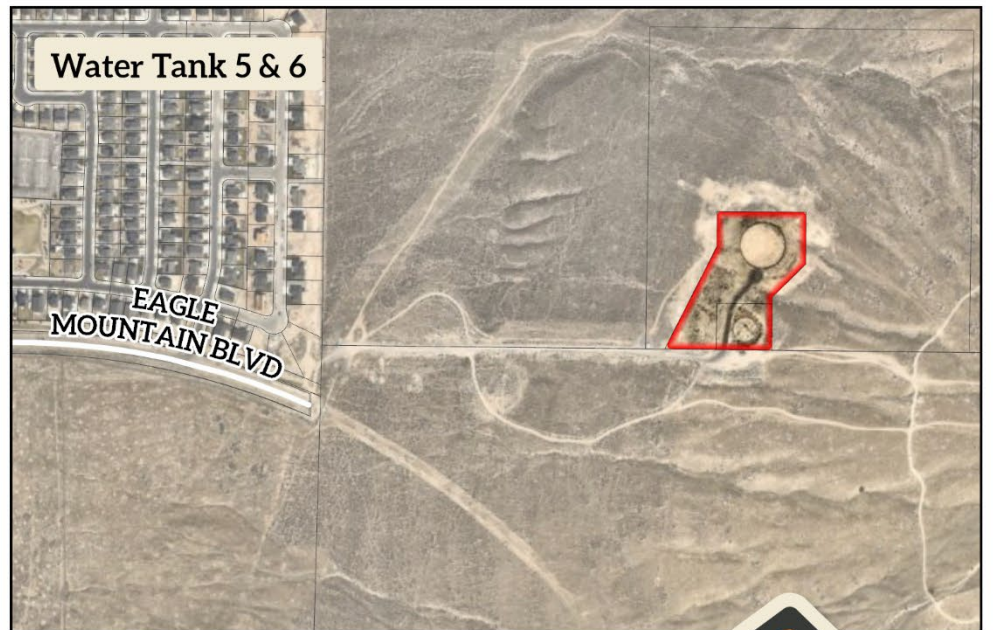
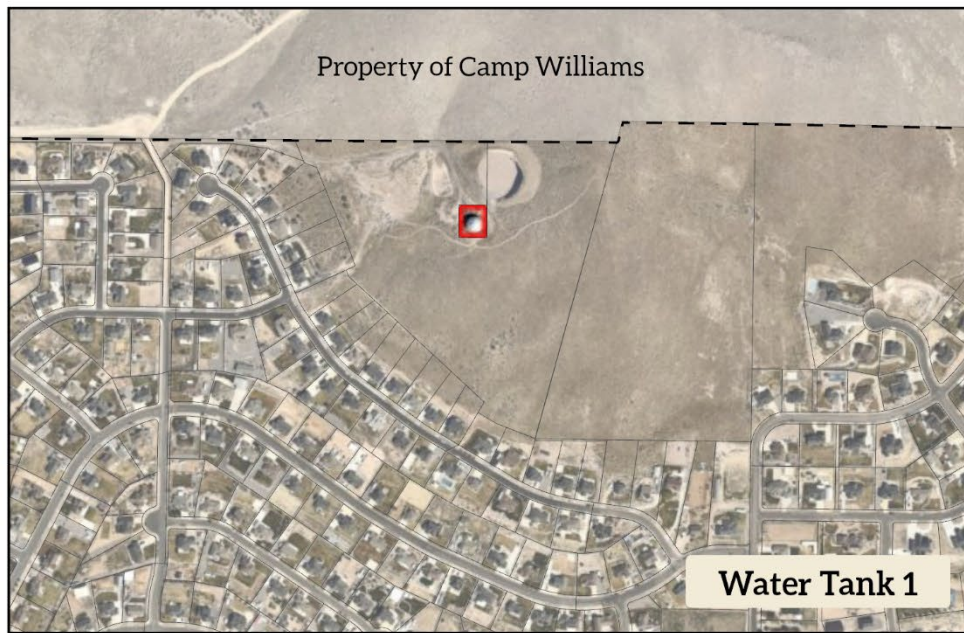


Figure 13. Water Tanks Utility Management Area



Figure 14. Well Sites Utility Management Area



Figure 15. 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 (see figure 13-16 above), 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 Focus 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 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 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 tasks may be modified over the duration of this plan.

Table 10. City Utility Sites Management Tasks

Management Tasks	Timing	Priority
Vegetation Management		
Assess condition of open space / utility site parcels	O	H
Make an assessment of the value and significance of the parcel to the city.	ST	H
Eradicate all invasive plant species from Water Tank Management areas.	LT	M
Keep the water tank entry area free of all vegetation and debris.	ST	M
Plant native trees and shrubs in open space around fenced areas to provide bank stabilization and to beautify the area.	LT	L
Create and manage pollinator gardens.	LT	L
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.	LT	M
Stretch fences to perimeter city property to prevent improper use of city property	LT	L
Control the spread of problematic animal species such as voles.	LT	M

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 Weeds

A persistent issue facing Eagle Mountain City's natural open space parcels is the spread of invasive plant species. Traditional management methods, such as mowing and herbicide application, can be labor-intensive, costly, and reliant on fuel and chemicals. An effective and sustainable alternative is targeted goat grazing. Goats are well-suited for this role, as they consume a wide variety of vegetation, including problematic invasive species.

How It Works

Targeted goat grazing will be implemented through a rotational grazing system, using the following key steps:

1. **Site Preparation:** Before goats are introduced, the Open Space Division will install temporary electric fencing to contain the herd 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, suppressing weed growth.
3. **Next Site Setup:** While grazing occurs, a second containment area will be prepared. Once the first site is completed, the herd will be moved to the next treatment area.
4. **Follow-Up Weed Control:** After grazing, the Open Space Division may apply targeted herbicides to remaining stems to limit regrowth. Reseeding with native species may follow, depending on conditions.
5. **Ongoing Monitoring:** Each treated area will be monitored to assess regrowth and determine whether additional grazing cycles are necessary.



Goats grazing noxious Weeds. – *Ecological Landscape Alliance*

Benefits of Goat Grazing

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

- Reduced fuel use by limiting the need for gas-powered mowing
- Lower labor costs compared to mechanical removal or herbicide application
- Support for local agriculture by contracting with local livestock operators
- Improved soil health, as goat droppings enrich soil organic matter

- Selective grazing, as goats often consume invasive species while leaving native plants intact
- Wildfire risk reduction through the removal of dry, combustible vegetation

Considerations & Management Best Practices

While effective, goat grazing must be carefully managed to avoid overuse and ensure long-term results. Best practices include:

- **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 study (2025–2028) to evaluate 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 use a rotational grazing system at 21 selected sites (covering approximately 60 acres) and track 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

[Central Basin and Ecoregion](#)

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

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

[Landfire.gov](#)

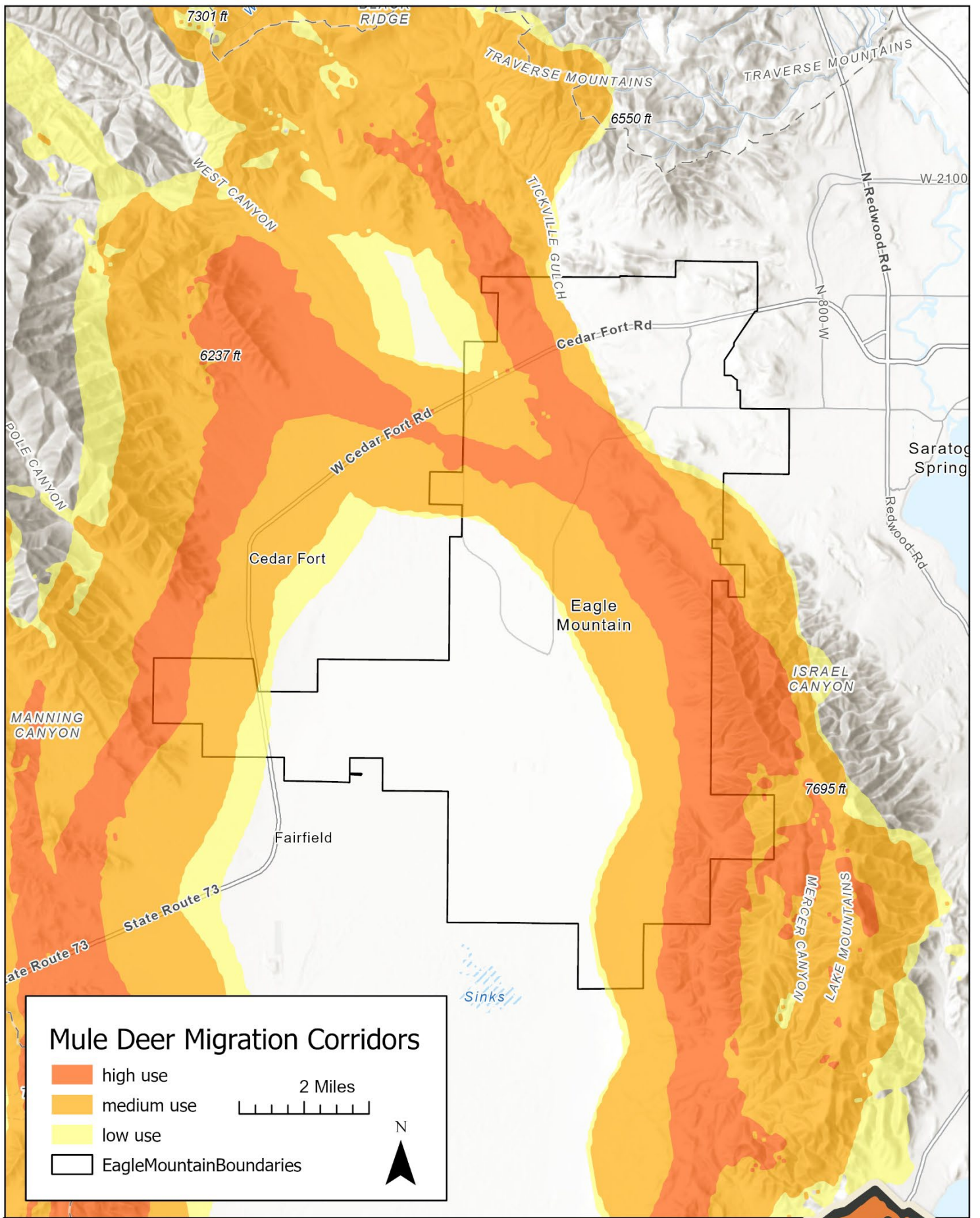
[Landscape Plants for Eagle Mountain, Utah](#)

Soil Data

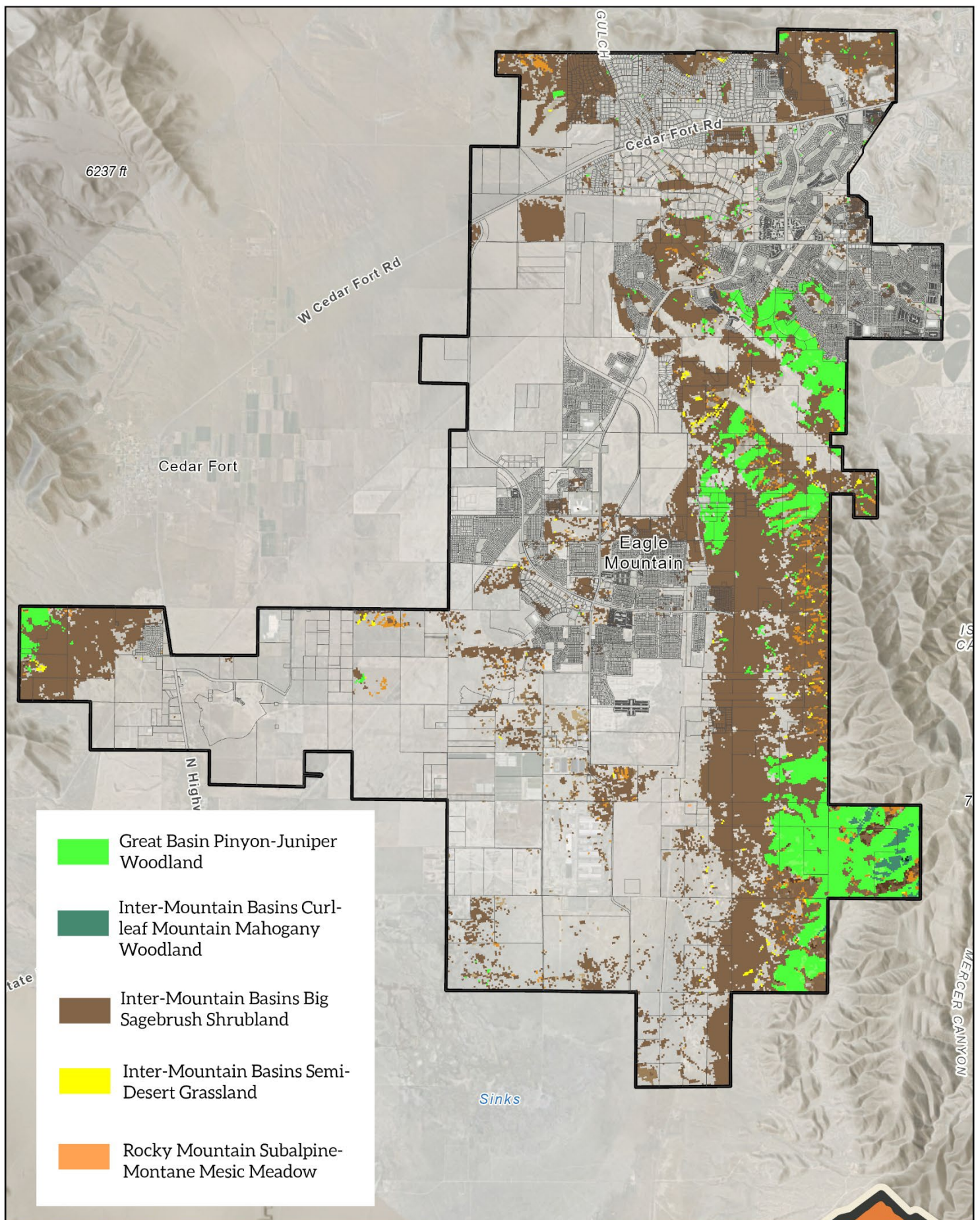
[Soils of Utah](#)

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

APPENDICES



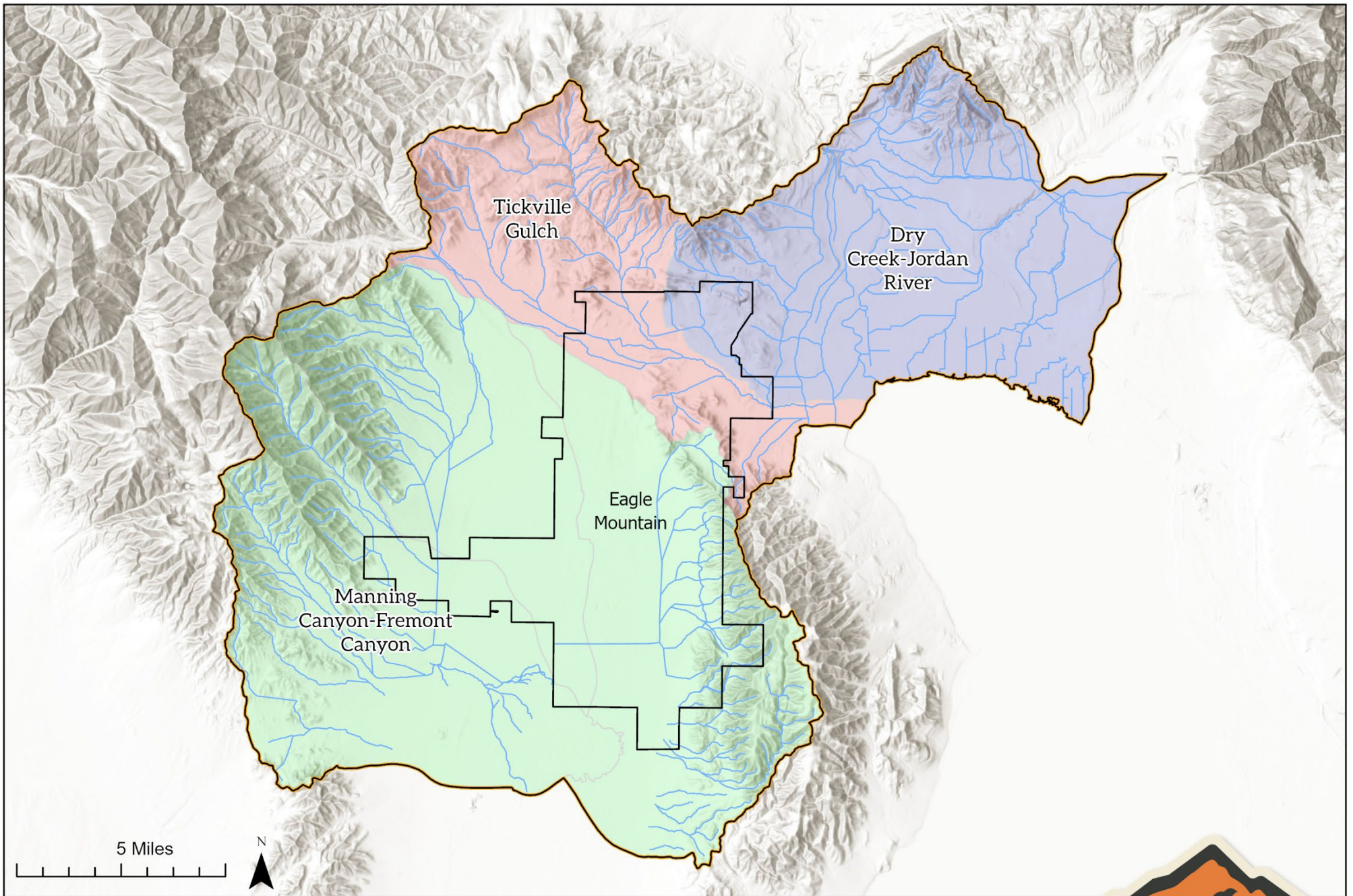
Appendix A. Mule Deer Migration Corridors Near Eagle Mountain City



Appendix B. Land Fire Data - Vegetation Communities

Natural Open Space Management Plan | Eagle Mountain City

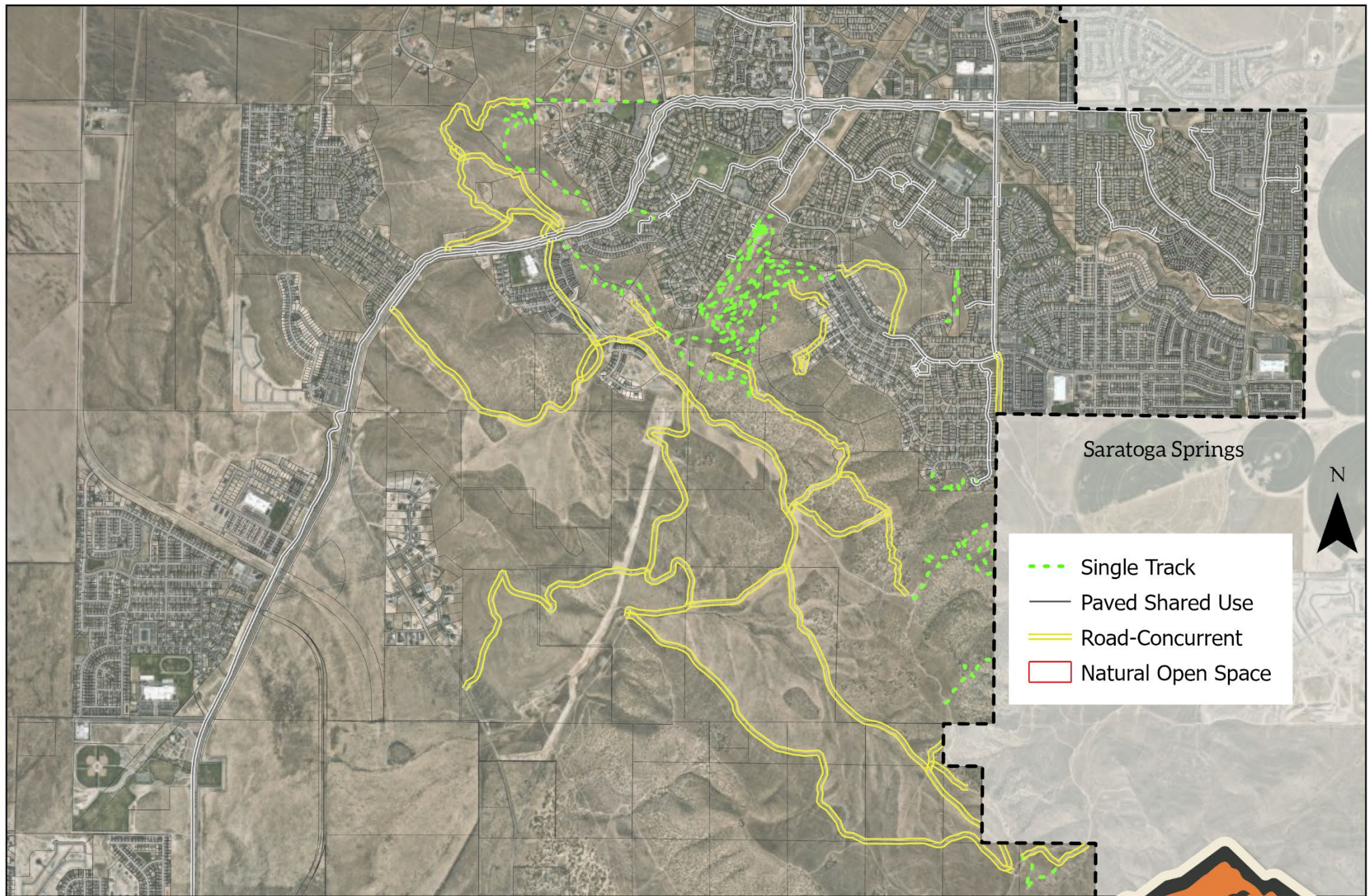




Appendix C. Cedar Valley Region Watersheds

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.

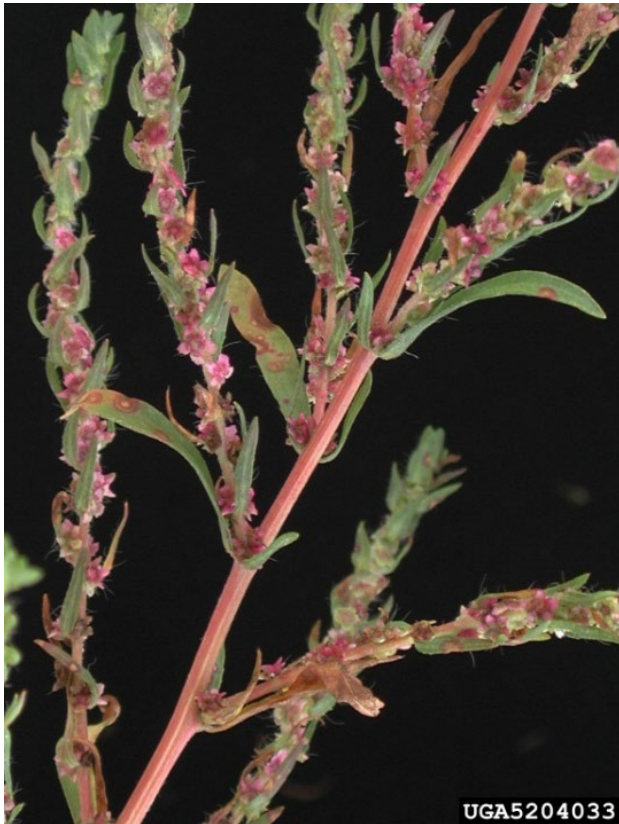
4. Long-Term Management

- 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

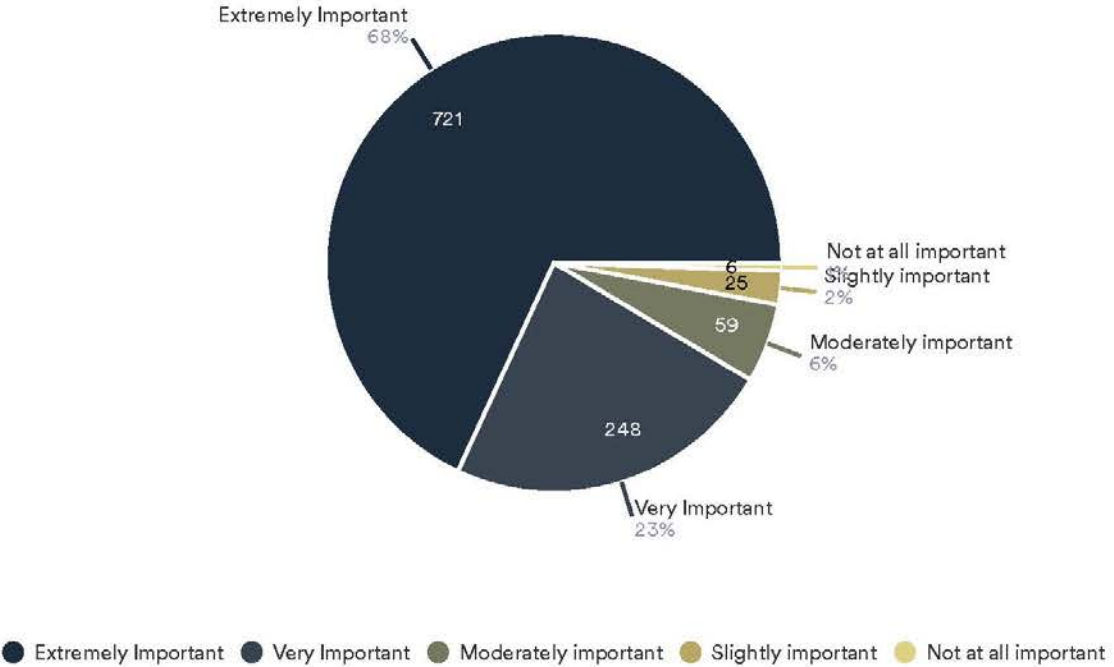
- Monitor and retreat regrowth annually, as complete eradication requires multiple treatments.
- Restore treated sites with native riparian vegetation to prevent reinfestation.

Eagle Mountain 2024 Open Space Survey



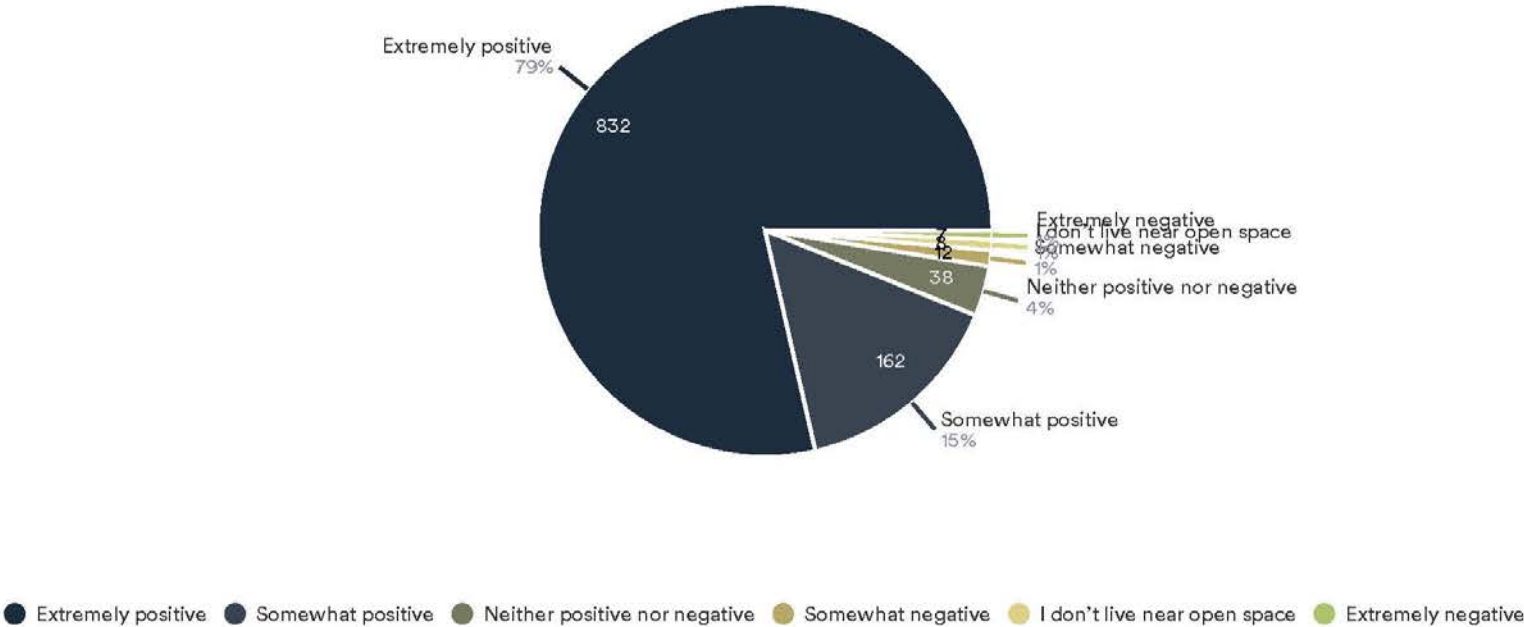
How important is open space to you?

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?

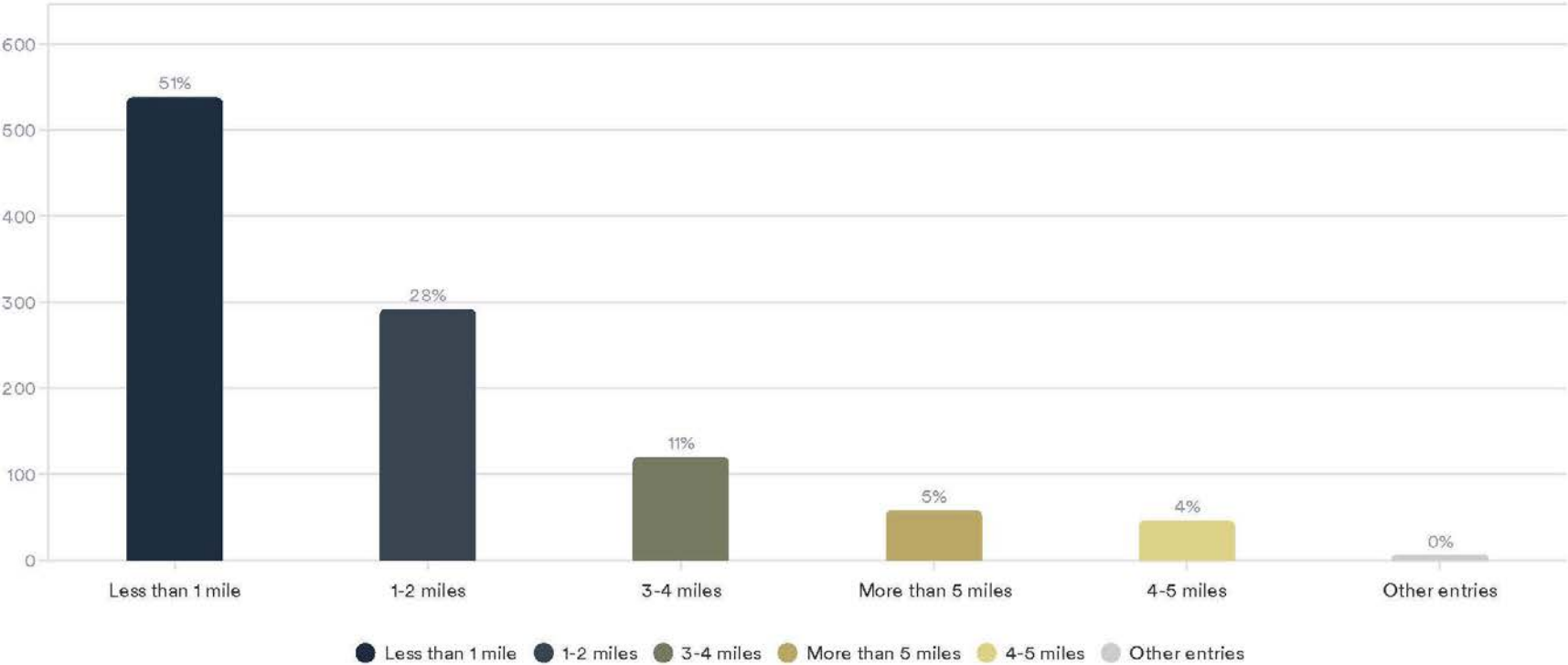
1055 Responses



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%

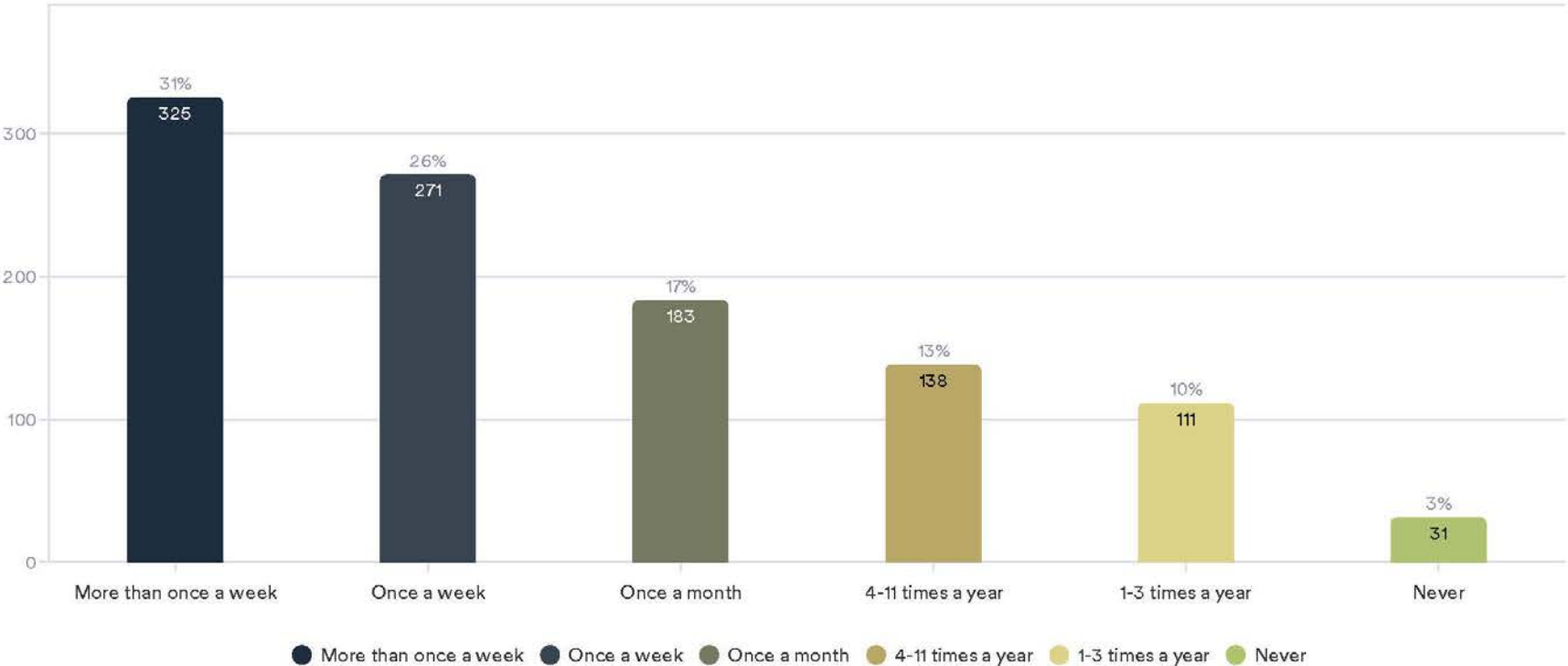
Percentage

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

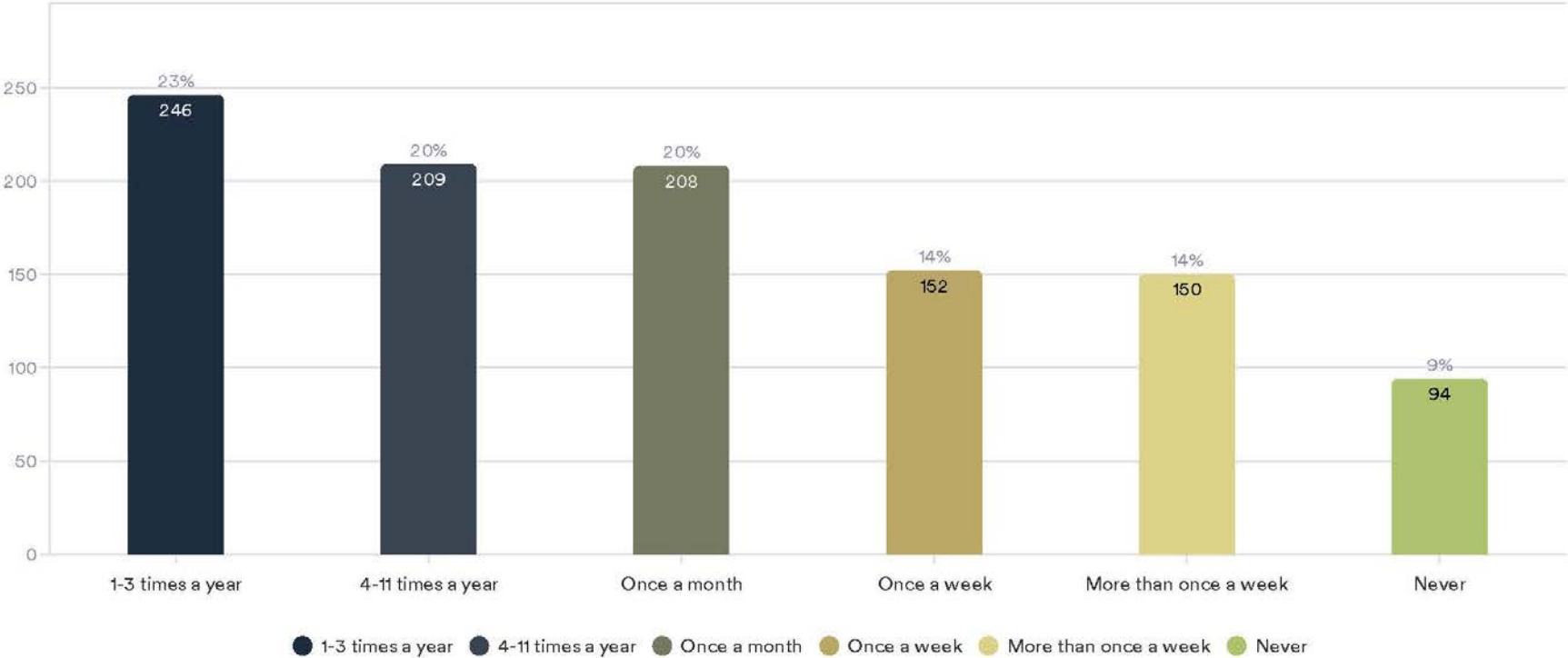
2392
Responses

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 entities	43	2%

Eagle Mountain 2024 Open Space Survey

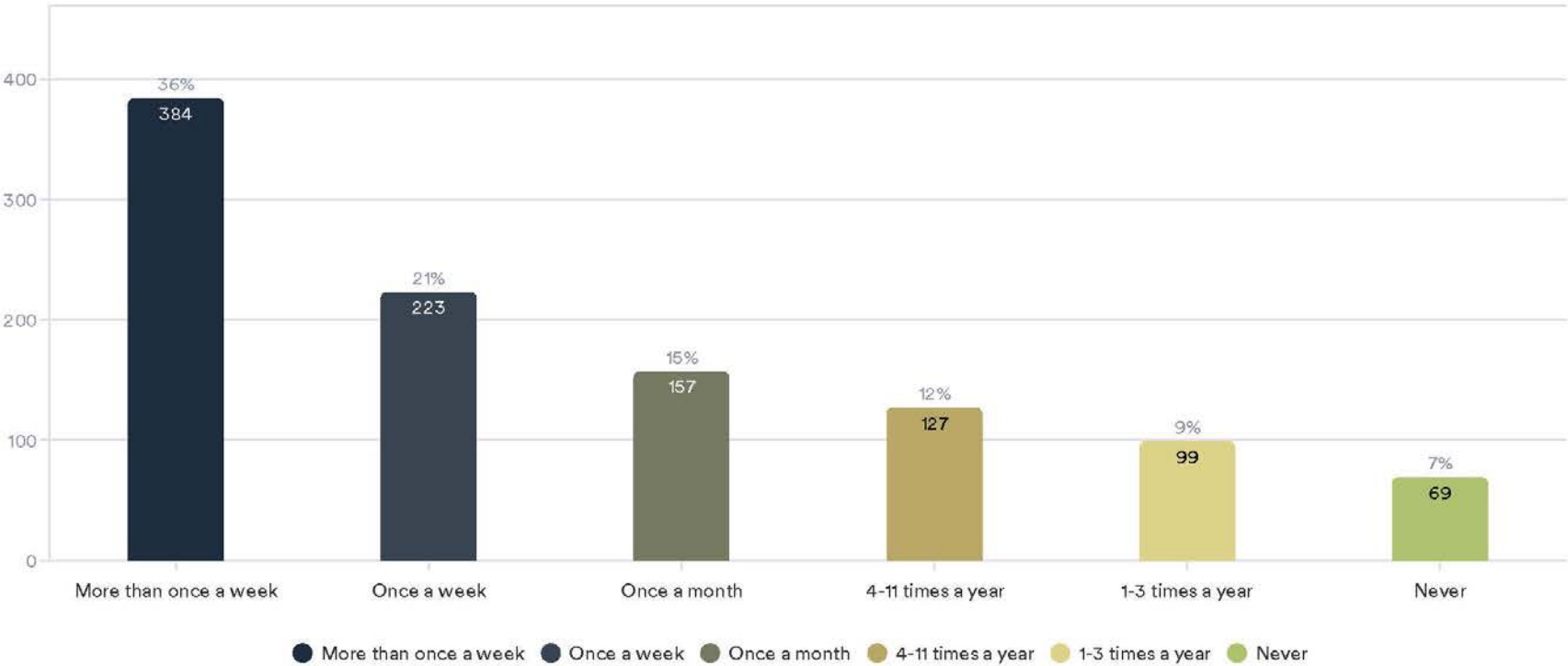
How often do you visit nearby Public Lands (Bureau of Land Management / State Institutional Trust Lands) - See Image Below

1059 Responses



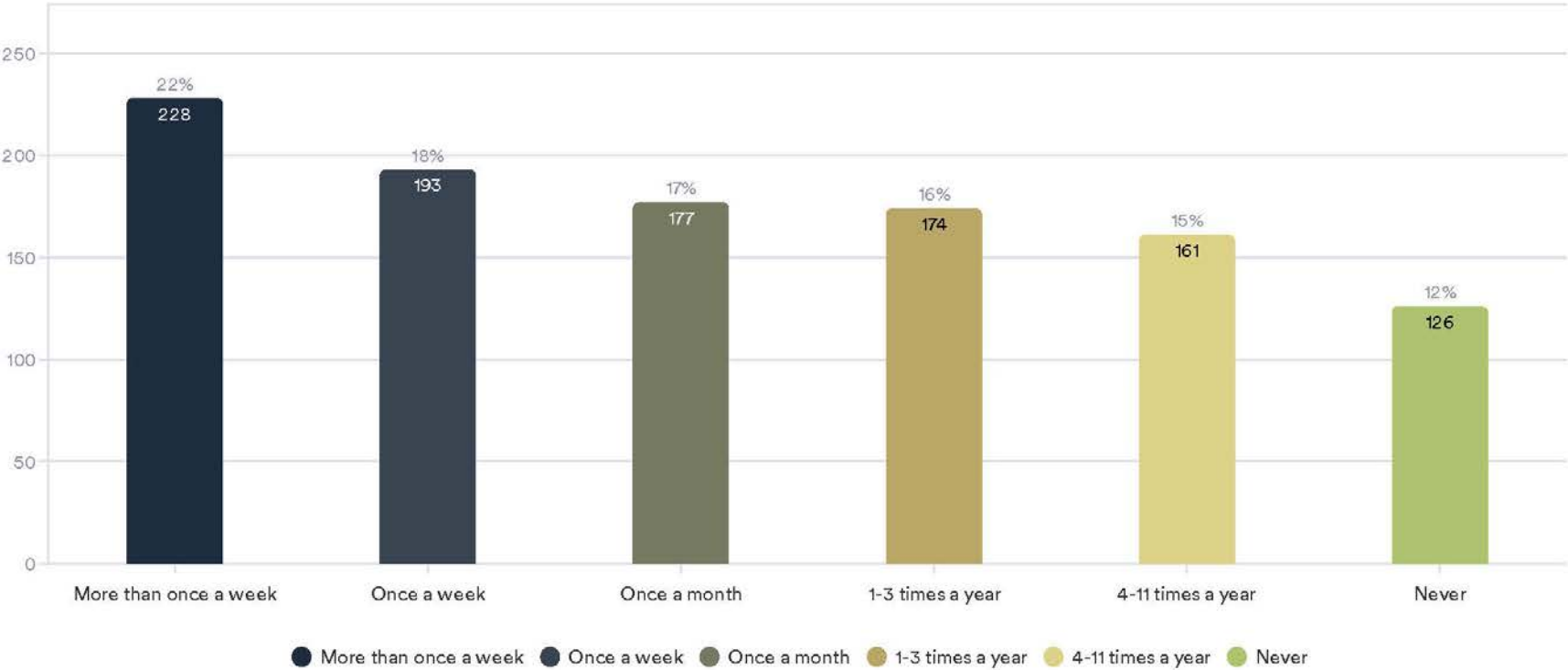
How often do you use paved running / biking trails?

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

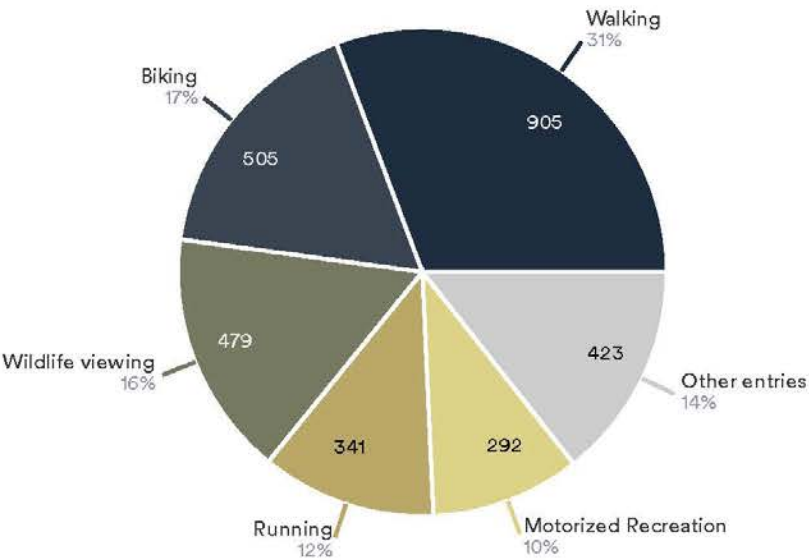
30%
Percentage

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%

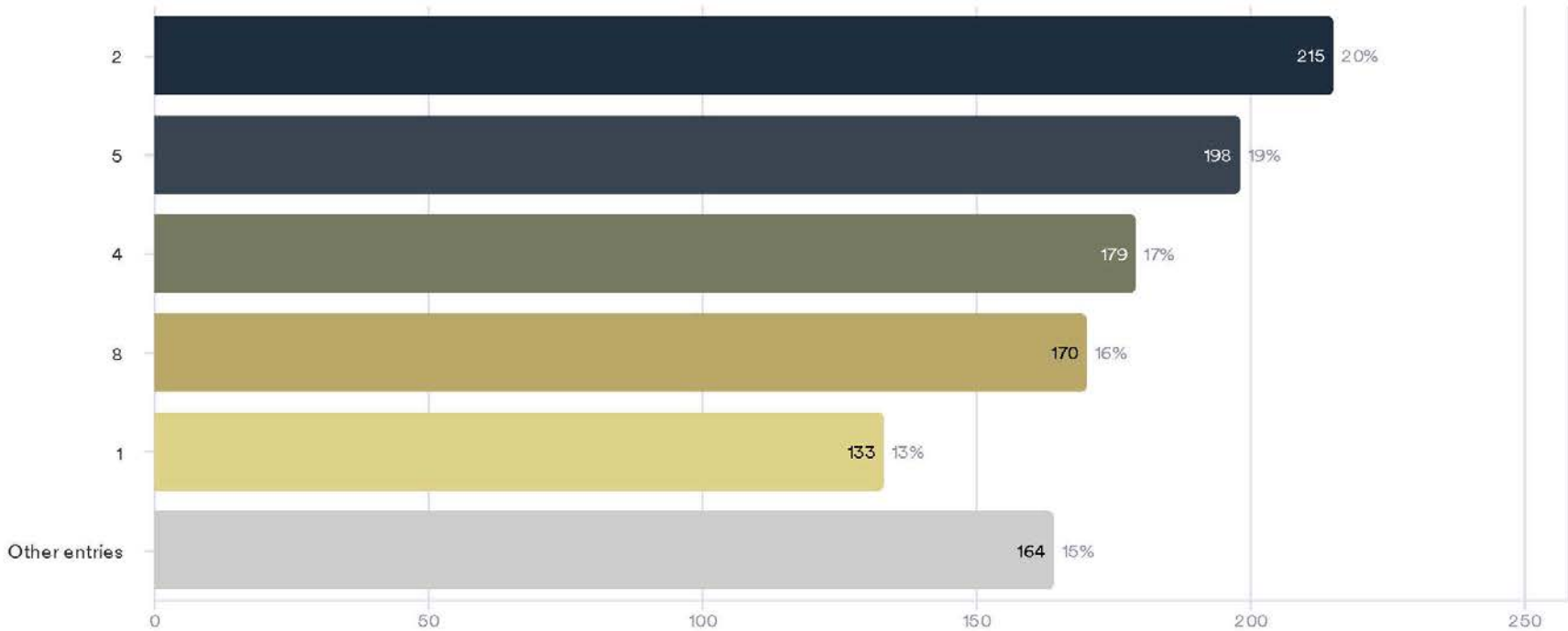
Do you visit open space for any of the following activities? Select your top 3

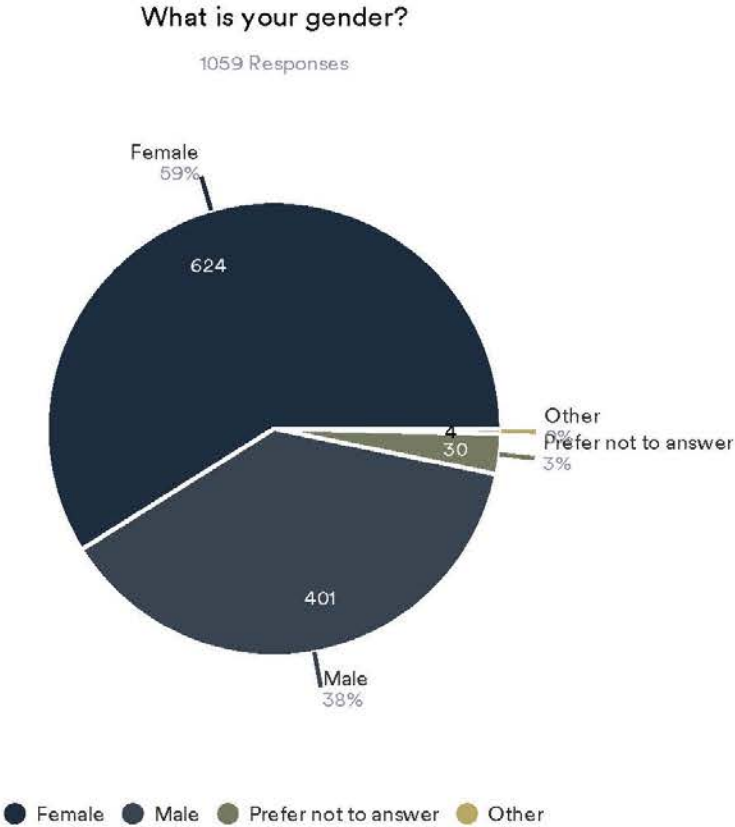
2945 Responses



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

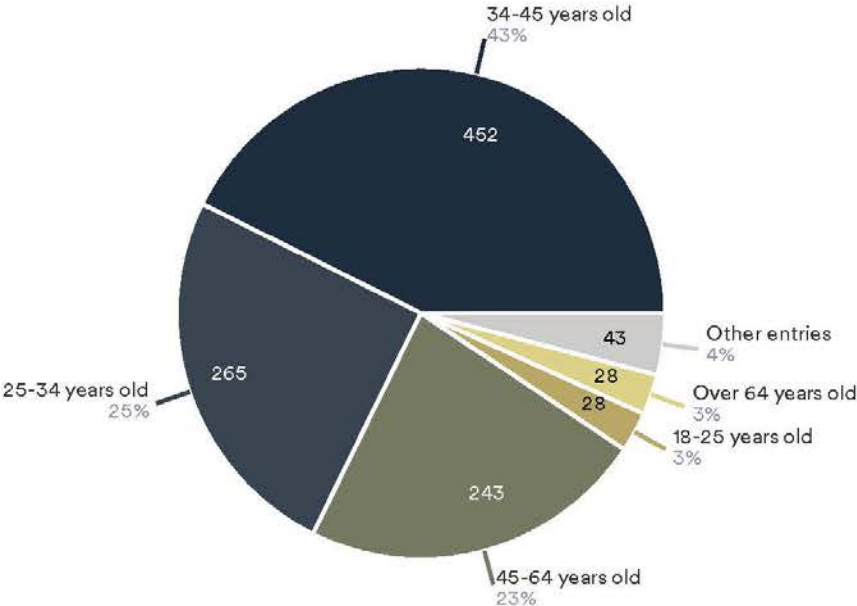
1059 Responses





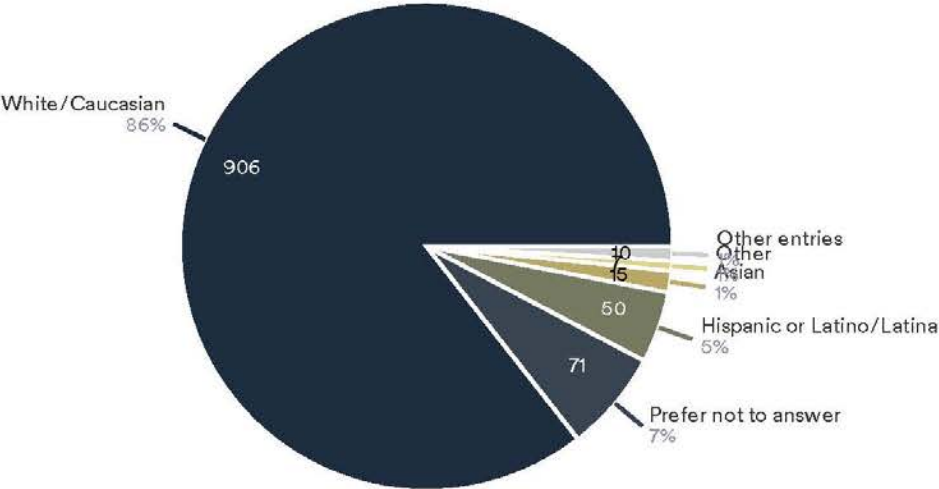
What age group do you belong to?

1059 Responses



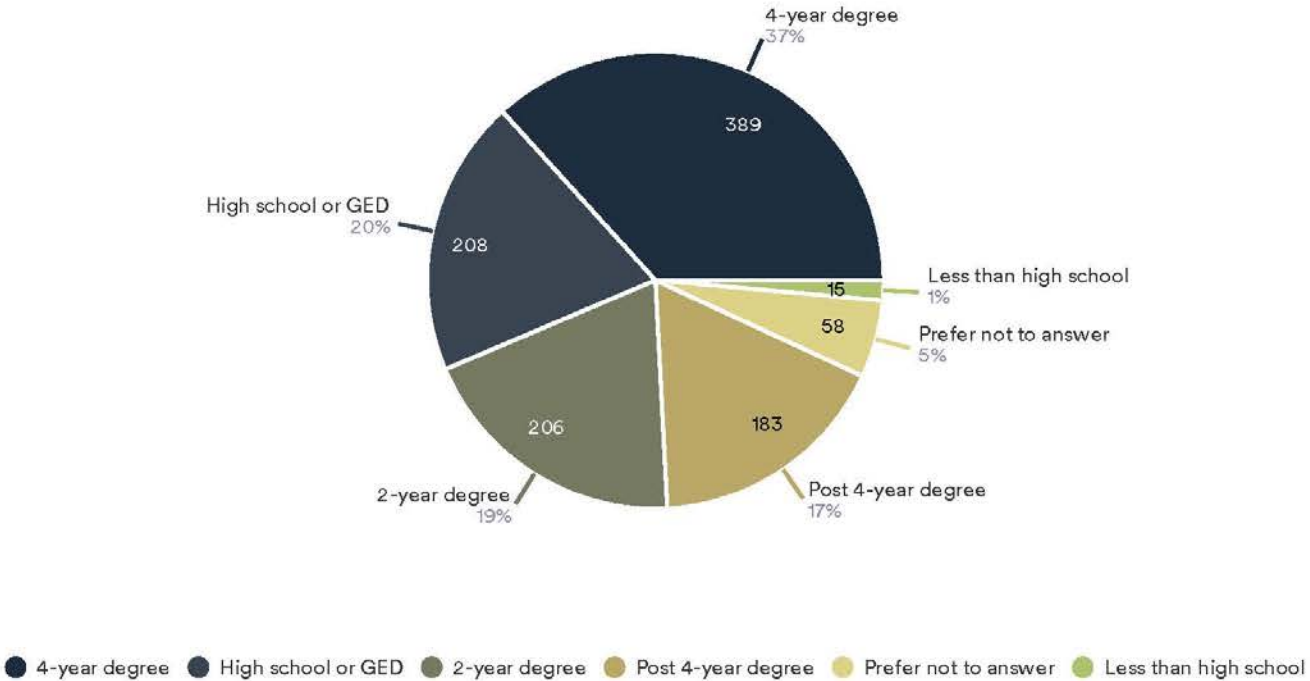
What category best describes your race or ethnicity?

1059 Responses



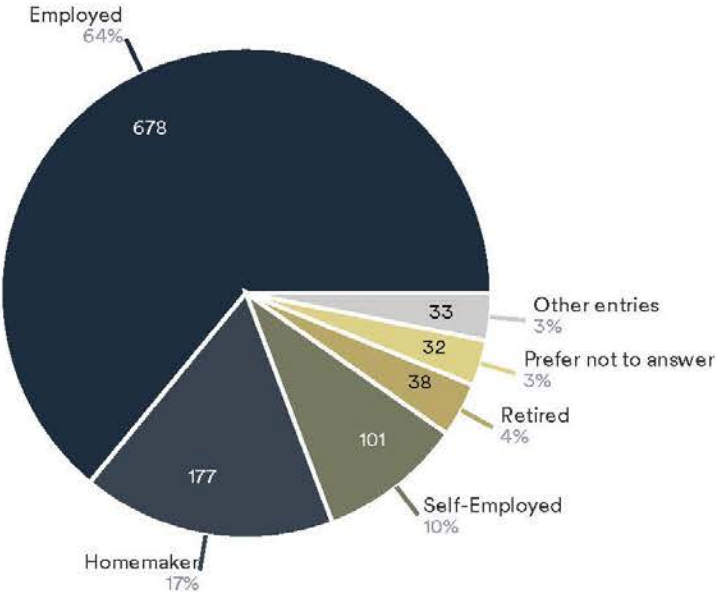
What is the highest level of education you have received?

1059 Responses



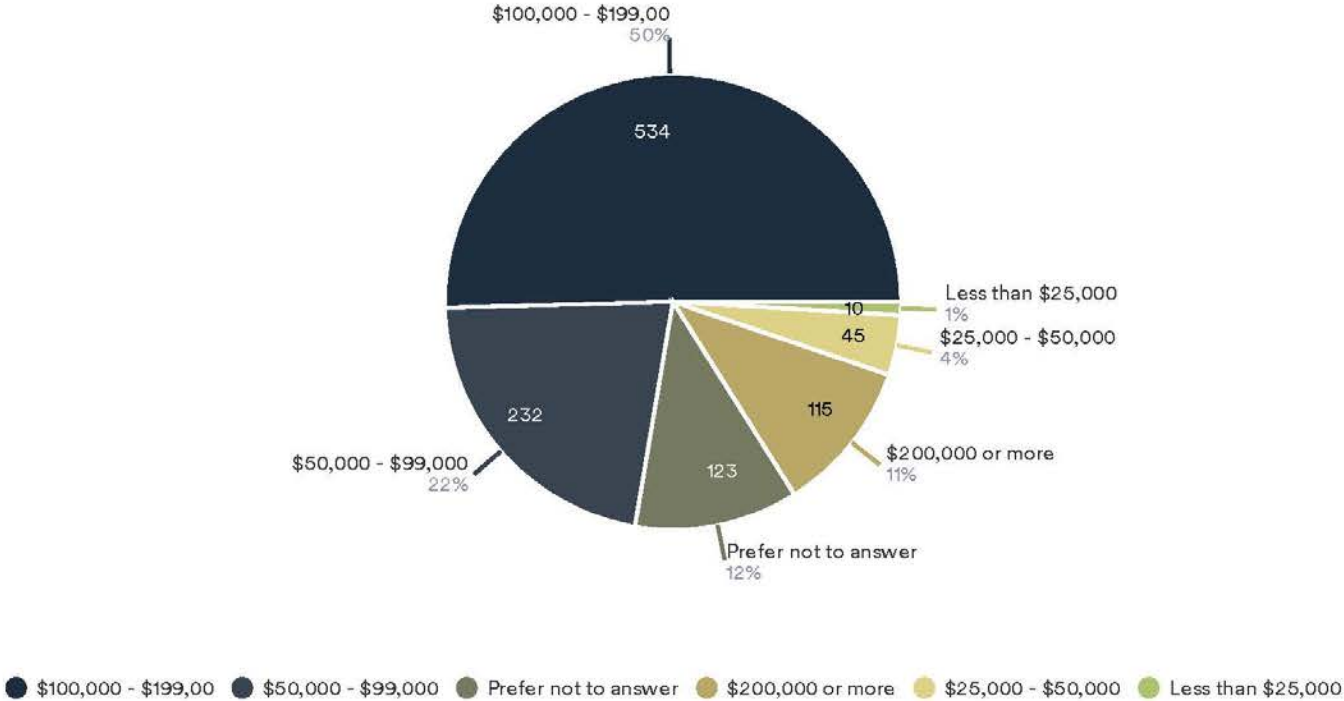
Which of the following best describes your employment status?

1059 Responses



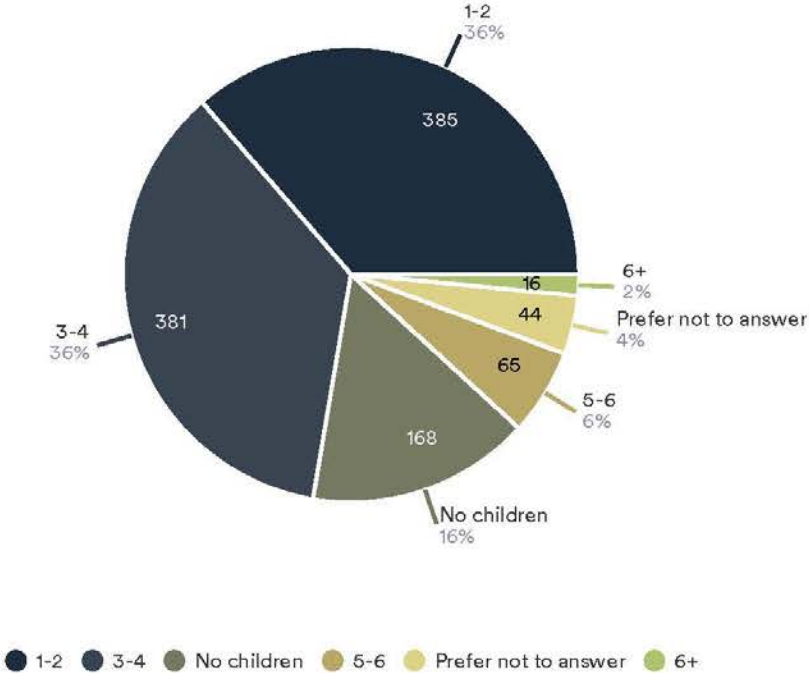
Which category best represents your household's annual gross income?

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
MAY 20, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Providing Notice of Default to Lennar Homes for Specific Terms of the Ault Farms Master Development Agreement.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	BJ Ryan, Lennar Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designation: Neighborhood Residential 2 Zone: MF1	31.28 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Providing Notice of Default to Lennar Homes for Specific Terms of the Ault Farms Master Development Agreement.

BACKGROUND:

On January 21, 2025, the City Council met with the applicant to discuss the issue of Lennar's townhome product in Parkway Fields not abiding by the approved elevations. The Council expressed a desire for the remainder of the townhome units to match what had already been built, keeping the look of the project consistent. The applicant shared this sentiment. The Council also conveyed an interest for the applicant to provide an additional amenity to the community, such as a community garden space.

This discussion also brought to light that the mechanical units on the sides and rears of the units were not screened from view of the street per EMMC 17.72.040(K) and 17.100.060(A). The Council requested that the applicant abide by the City Code and screen those units, suggesting screen enclosures made of similar materials to the buildings. The applicant stated a willingness to work with staff to find a solution to address the screening issue.

As of April 16, 2025, the applicant had received building permit approval to continue with the incorrect elevations. However, they had failed to work with staff to screen the mechanical units in any way. On April 16, the City Attorney issued a Notice of Default to the applicant in accordance with Section 8 of the Ault Farms Master Development Agreement (MDA).

ITEMS FOR CONSIDERATION:

**Ault Farms MDA
Section 8. DEFAULT**

8.1 **Notice.** Complied

8.2 **Contents of the Notice of Default.**

8.2.1 Specific Claim. Complied

8.2.2 Applicable Provisions. Complied

8.2.3 Optional Cure. Complied

8.3 **Mediation.** Staff met with the applicant following the issuance of the Notice, but no resolution was forthcoming.

8.4 **Public Meeting.** Complied

8.5 **Default of Assignee.** Complied

Section 10 EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT

The City Council may choose to exercise any of their rights outlined in this section.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Notice of Default
3. MDA - Ault Farms

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, PROVIDING NOTICE OF DEFAULT TO LENNAR HOMES FOR SPECIFIC TERMS OF THE AULT FARMS MASTER DEVELOPMENT AGREEMENT

PREAMBLE

WHEREAS, on January 21, 2025, the Eagle Mountain City Council met with representatives of Lennar Homes to address concerns regarding noncompliance with approved elevations for townhome construction in the Parkway Fields development; and

WHEREAS, during the course of the meeting, the issue of Lennar's failure to screen mechanical equipment on the previously constructed units arose; and

WHEREAS, the Eagle Mountain Municipal Code and the Ault Farms Master Development Agreement impose a duty on Lennar Homes to screen mechanical equipment so as not to be visible from any public or private streets; and

WHEREAS, Lennar has failed to correct its failure to comply with the Municipal Code and the Master Development Agreement; and

WHEREAS, the City Council now finds it necessary to formally address the lack of compliance and initiate remedies as outlined in the Ault Farms Master Development Agreement;

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The City Council finds Lennar Homes in default of its obligations under the Ault Farms Master Development Agreement, which is a covenant, contract, property right, and equitable servitude that runs with the land.
2. The City may withhold all further reviews, approvals, licenses, building permits, or other permits until the default is cured.
3. The City may seek any other remedy authorized under the development agreement or available at law or equity.

4. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of May, 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



April 16, 2025

NOTICE OF DEFAULT

Flagship EM Holdings
300 S. 1350 E.
Lehi, UT 84043

Lennar Homes
111 E Sego Lily Drive, Suite 150
Sandy, UT 84070

This Notice is to inform you that you have been found in default of the Master Development Agreement ("MDA") for Ault Farms between Eagle Mountain City ("City") and Flagship EM Holdings ("Developer").

Eagle Mountain City claims that Lennar Homes has failed to properly screen mechanical equipment from view of the street in the Parkway Fields Phase C townhomes. This violates EMMC 17.72.040(K), 17.100.060(A), and paragraphs 4.1 and 5.1 of the MDA. Additionally, the City feels that Lennar Homes has not operated in good faith (see paragraph 6.7) on their section of the Project after receiving feedback from the Eagle Mountain City Council.

Optional Cure (MDA, paragraph 8.2.3): The City proposes that the Developer cure the Default by May 20, 2025, by properly screening any mechanical equipment, meeting all requirements set forth in EMMC 17.72.040(K), 17.100.060(A), and the MDA.

If the Default is not properly cured, the City intends to exercise its right to withhold all further reviews, approvals, licenses, building permits, and other permits for the development of the Property (MDA, paragraph 10). Before the City starts to withhold its approvals, the Developer/Lennar Homes 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 (MDA, paragraph 8.4). The Eagle Mountain City Council will reserve time during their May 20, 2025, meeting to speak with the Developer/Lennar Homes. Please provide a written notice to the City by May 13, 2025, if you intend to address the City Council.

Marcus Draper, City Attorney

**MASTER DEVELOPMENT AGREEMENT
FOR
AULT FARMS**

This *Master Development Agreement for Ault Farms* (this “**Agreement**” or “**MDA**”) is entered into as of this 7 day of December, 2021 (the “**Effective Date**”) between Flagship EM Holdings, a Utah limited liability company (“**Developer**”) and Eagle Mountain City, a Utah Municipal Corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. Developer owns or controls certain real property within the City’s boundaries, and which is legally described in Exhibit A (“**Property**”);

B. Developer intends to develop the northern portion of the Property as a master planned community known as Ault Farms (“**Project**”), in accordance with the project master plan (“**Master Plan**”) attached hereto as Exhibit B. On July 20, 2021, the Eagle Mountain City Council approved the rezone of portions of the Property and a general plan amendment, along with the project master plan. The southern approximately 209.98 acres of the Property is not included in the Project and is not a part of this Agreement;

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 the Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

- 1.3. **Buildout** means the completion of all of the development on the entire Project.
- 1.4. **Council** means the elected City Council of Eagle Mountain.
- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Flagship EM Holdings, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision and the Master Development Plan Notice of Decision for Ault Farms, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit D.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan attached hereto as Exhibit E.

1.18. **Project** means the Ault Farms project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.19. **Property** means the approximately 542.50 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. 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.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, a copy of which is attached hereto as Exhibit C.

2. **ZONING**. As of the Effective Date, the Property is zoned by the City in accordance with the Zoning Map, attached hereto as Exhibit C.

3. **TERM OF AGREEMENT**. In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities 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 MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as

specifically provided herein. The Parties specifically intend that this MDA grant 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 (2021).

4.2. **Unit Density.** Developer shall be entitled to develop the Project in accordance with the densities permitted by the zoning in place on the Property as of the Effective Date. Developer shall not transfer density from one zone or development area to another. The addition of a school or church shall not result in the transfer of any units or density.

4.3. **Exceptions.** The vested rights set forth in Sections 4.1 and 4.2, and restrictions on the applicability of Eagle Mountain’s Future Laws to the Project, are subject to the following exceptions:

4.3.1 Master Developer Agreement. Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

4.3.2. 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;

4.3.3. 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;

4.3.4 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;

4.3.5. 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;

4.3.6 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 (2021) *et seq*;

4.3.7. 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) (2021).

5. DEVELOPMENT OF THE PROJECT.

5.1 General Development. Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 Phasing.

5.2.1 Developer shall develop the Project in accordance with the Phasing Plan attached hereto as Exhibit E. Unless otherwise shown on the infrastructure phasing exhibits, road and infrastructure construction shall correspond with adjoining residential or commercial development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by City Planning Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.3 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 Master 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) substantially changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made without the consent of City Council 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 the Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 Roads.

6.1.1 Roads shall be constructed in location and size in accordance with the Transportation Master Plan, attached hereto as Exhibit F. The timing of construction of roads

shall occur in accordance with the Phasing Plan, subject to Section 5.2.2.

6.1.2 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Transportation Master Plan. The Transportation Master Plan includes two minor collector roads, a minor arterial (Tiffany Lane), and a major arterial that are larger than the required project plan widths. Upon completion of the roads that are shown on the Transportation Master Plan as being larger than the project plan widths, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement amount shall include the value of the land under the upsized portion of the road. For example, Tiffany Lane is shown as a 77' project plan road and is currently shown as a 122' master plan road. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 77' road to a 122' road and for the value of the additional 45' of land. Developer acknowledges that updates to the City's Master Transportation Plan may increase or decrease the size of any road within the Project. Thus, if Tiffany Lane is decreased to a 94' road, City would reimburse for the Reimbursable Costs to upsize from a 77' road to a 94' road, and for the additional 17 feet of land.

For purposes of this Section 6.2.2, City and Developer agree that the reimbursable cost of land for the portion of any upsized road shall be \$130,000 per acre. City may reduce the size of the two minor collector roads to 53', but restrict driveway access onto the roads. Developer shall not be entitled to reimbursement for the minor collector roads if they are 53' limited access roads.

6.1.3 Pony Express Parkway. Developer shall dedicate to the City, without reimbursement, approximately 15'-18' of property on the west side of the Project, in accordance with the Pony Express Parkway Exhibit (Exhibit I), for expansion of Pony Express Parkway to provide a 122-foot right of way, and improve the portion of the right of way to the east of the existing asphalt. The Developer improvements shall include curb and gutter, landscaping (design to be approved by the City Parks Director), and an eight-foot asphalt or concrete trail. Improvements shall be made along with adjacent phases of Project.

6.1.4 Developer shall provide to the City up to a 2-acre site for a new city well. The well site shall be located adjacent to the power line corridor and in close proximity to the City's existing well. The City shall pay Developer \$130,000 per acre for the well site. Developer and City shall cooperate in good faith to reduce the size of the well site, including Developer granting to City temporary construction easements and access easements.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit G. The Developer shall cooperate with the City in the planning, design and development of these open spaces. A landscape concept plan is attached as Exhibit G, which provides potential designs for each park and open space area. This plan is conceptual only and Developer shall submit detailed landscape plans that comply with Section 16.35.105 of Eagle Mountain's Vested Laws along with each preliminary plat. The City property that abuts the northern boundary of the Project shall be improved by Developer along with the northern phases of development. It is anticipated that the City will own and maintain

the two park areas in the center of the Project, and Developer will dedicate the remaining park and open space areas to the homeowner's association for the Project.

6.2.2 Anticipated minimum open space improvements in the utility corridor include a north-south regional asphalt trail along the length of the project.

6.2.3 Developer acknowledges that City will impose a Park Escrow Fee in accordance with Section 16.35.105(A)(10) of Eagle Mountain's Vested Laws, to be refunded to Developer upon completion of each park within the Project.

6.2.4 Developer acknowledges that the City imposes a Park Impact Fee for community or regional park or recreation facilities. Developer may, in Developer's discretion, propose community or regional park improvements that are in addition to the park improvements required by Sections 16.35.105 and 17.25.040 of Eagle Mountain's City's Vested Laws to meet the parks and open space requirements for the Project. Community or regional improvements may consist of such amenities as a splash pad, skateboard park, bike park, ice-skating rink, etc. that are intended to attract residents from both inside and outside of the Project. If City approves the proposal, Developer shall be entitled to park impact fee credits for the regional amenities that are above and beyond Developer's park and amenity requirements as detailed in Section 16.35.105 of Eagle Mountain's Vested Laws.

6.3 **Culinary Water, Sewer and Storm Water Facilities.** City has reviewed the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan (the "Utility Plans"), which depict the backbone culinary water, sewer and stormwater infrastructure that the City and Developer anticipate will be required to be constructed by Developer (collectively, "Backbone Utility Infrastructure"). A copy of the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan are attached as Exhibit H. Upon completion of the Backbone Utility Infrastructure that is shown on the Utility Plans as being larger than the project plan sizes, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of upsizing the Backbone Utility Infrastructure. Developer acknowledges that City may require reasonable variations in the Backbone Utility Infrastructure, and Developer shall cooperate with City to reasonably adjust the size and location of the Backbone Utility Infrastructure.

6.4 **Water.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate or purchase 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 any plat until such requirements are fully satisfied.

6.5 **Secondary Water System.** City is currently considering adoption of a secondary water system in the southern portion of City. Developer agrees to cooperate with the City to install a secondary system within the Project, in accordance with the City Code requirements. City and Developer will consider the effect of the secondary water system upon the water dedication requirements prior to such water dedication.

6.6 **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.

6.7 **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.

6.8 **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, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. **DEFAULT.**

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10.4.3 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 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.

11.1 **Sale of Lots.** Developer's selling or conveying lots to residential purchasers or to unrelated, third-party homebuilders shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

11.2 **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.

11.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

12. **RECORDING OF AGREEMENT.** If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. **SEVERABILITY.** If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected 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.

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:

Flagship EM Holdings
300 S. 1350 E
Lehi, Utah 84043

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 11 day of October, 2021.²

FLAGSHIP EM HOLDINGS

By: 

Print Name: Nate Hutchins

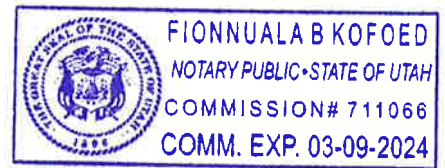
Title: Manager

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF Utah)
)
:ss.

On the 11 day of October, 2021, personally appeared before me
Nate Hutchinson, who being by me duly sworn, did say that (s)he is the
Manager of **Flagship EM Holdings**, a Utah limited liability company
and that the foregoing instrument was duly authorized by the company at a lawful meeting held
by authority of its operating agreement and signed in behalf of said company.

Fionnuala B. Kofoed
NOTARY PUBLIC



DATED this 7 day of December, 2021.

EAGLE MOUNTAIN CITY

Tom Westmoreland
Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed
Fionnuala Kofoed, City Recorder

Approved as to form:

[Signature]
City Attorney



Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Master Plan
- Exhibit C - Zoning Map
- Exhibit D - Notice of Decision
- Exhibit E - Phasing Plan
- Exhibit F - Transportation Master Plan
- Exhibit G - Parks and Open Space Map & Concepts
- Exhibit H - Utility Plans
- Exhibit I - Pony Express Parkway Exhibit



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTIONS

Job No. 2021-0067

(November 4, 2021)

COMPOSITE SURVEYED DESCRIPTION

A portion of Sections 18 and 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Sections 13 and 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N89°54'05"W along the Section Line 225.58 feet; thence S3°11'37"W 1462.55 feet; thence N89°09'35"W 5017.32 feet to the west line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence N0°27'08"E along the east line of Pony Express Parkway 4143.61 feet to the westerly extension of the south line of **EAGLE POINT SUBDIVISION PLATS "B", "C" & "D"**; thence S89°13'23"E along the westerly extension and the south line of the above referenced subdivisions 4994.27 feet to the east line of that real property described in Deed Entry No. 92249:2019; thence S3°15'22"W along said real property 6.22 feet to the north line of that real property described in Deed Entry No. 92396:2019; thence along said real property the following six (6) courses: S89°13'24"E 138.49 feet; thence S3°03'40"W 419.66 feet; thence S87°43'38"E 1163.84 feet to the west side of a county road; thence along said county road the following two (2) courses: S2°08'08"W 1130.21 feet; thence S3°07'51"W 1089.37 feet to the south line of Section 18; thence N89°56'00"W along the Section Line 879.69 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point North 840.51 feet and West 253.90 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence West 50.00 feet; thence South 50.00 feet; thence East 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0009)

Beginning at a point North 1316.37 feet and East 719.67 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0011)

Beginning at a point located North 89°54'05" West 303.90 feet along the section line and North 754.02 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 50.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet to the point of beginning. (Parcel No. 59:018:0045)

Contains: ±542.50 Acres

LESS AND EXCEPTING DESCRIPTION

A portion of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Section 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at a point located N89°54'05"W along the Section Line 307.06 feet and South 1460.42 feet the North Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence S3°11'37"W 1851.46 feet; thence N88°54'45"W 4906.36 feet to the east line of Pony Express Parkway as described on **PONY EXPRESS PARKWAY EXTENSION 2** road dedication plat; thence along said dedication plat the following two (2) courses: northwesterly along the arc of a 1120.00 foot radius non-tangent curve to the right (radius bears: N85°10'48"E) 1.17 feet through a central angle of 0°03'35" (chord N4°47'25"W 1.17 feet); thence N89°31'46"W 13.07 feet to the west

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence along east line of Pony Express Parkway the following three (3) courses: northwesterly along the arc of a 1137.00 foot radius non-tangent curve to the right (radius bears: N85°21'53"E) 91.98 feet through a central angle of 4°38'06" (chord: N2°19'04"W 91.95 feet); thence West 4.98 feet; thence N0°27'08"E 1735.95 feet; thence N89°09'35"W 5017.32 to the point of beginning.

Contains: ±209.98 Acres

Master Plan



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

Open Space - Improved

Open Space - Natural





REZONE, GENERAL PLAN AMENDMENT, & MASTER DEVELOPMENT PLAN NOTICE OF DECISION Ault Farms

On the City December 07, 2021, the Eagle Mountain City Council finalized (from July 07, 2020) the approval of the **AULT FARMS** rezone, general plan, and master development plan amendment applications with the following contingent upon developer/project compliance with the following conditions:

1. The row of R2 units directly west of the FR zone in Phases A4 and B6 shall be zoned as R1;
2. The remaining zoning shall remain as presented in the zoning map exhibit;
3. No density transfers shall be allowed for schools or churches;
4. Unit counts shall not exceed the number listed on the master plan tabulations per each zone designation, and all units shall comply with the Eagle Mountain Municipal Code design standards;
5. The southern 214 acres to the south are excluded from the approval and require a separate agreement;
6. A parks plan with detailed conceptual designs shall be included in the master development agreement and submitted prior to the approval of the master development agreement;
7. The approval of the master development plan shall be contingent upon the approval of the master development agreement;
8. The applicant shall work with the City to improve the open space to the north of the Development;
9. The applicant shall provide Commercial Neighborhood concept plans prior to the approval of the master development agreement; and
10. Phasing shall occur as indicated on the phasing map and only slight modifications to the phasing schedule shall be permitted.

The City may require specific performance of Developer's obligations and the City may withhold issuance of any further approvals or permits with the project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the 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.

EAGLE MOUNTAIN CITY

Signed: 

Date: 10/06/2022

Attachment(s):

- 1) **Approved Zoning District Layout Exhibit**

Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

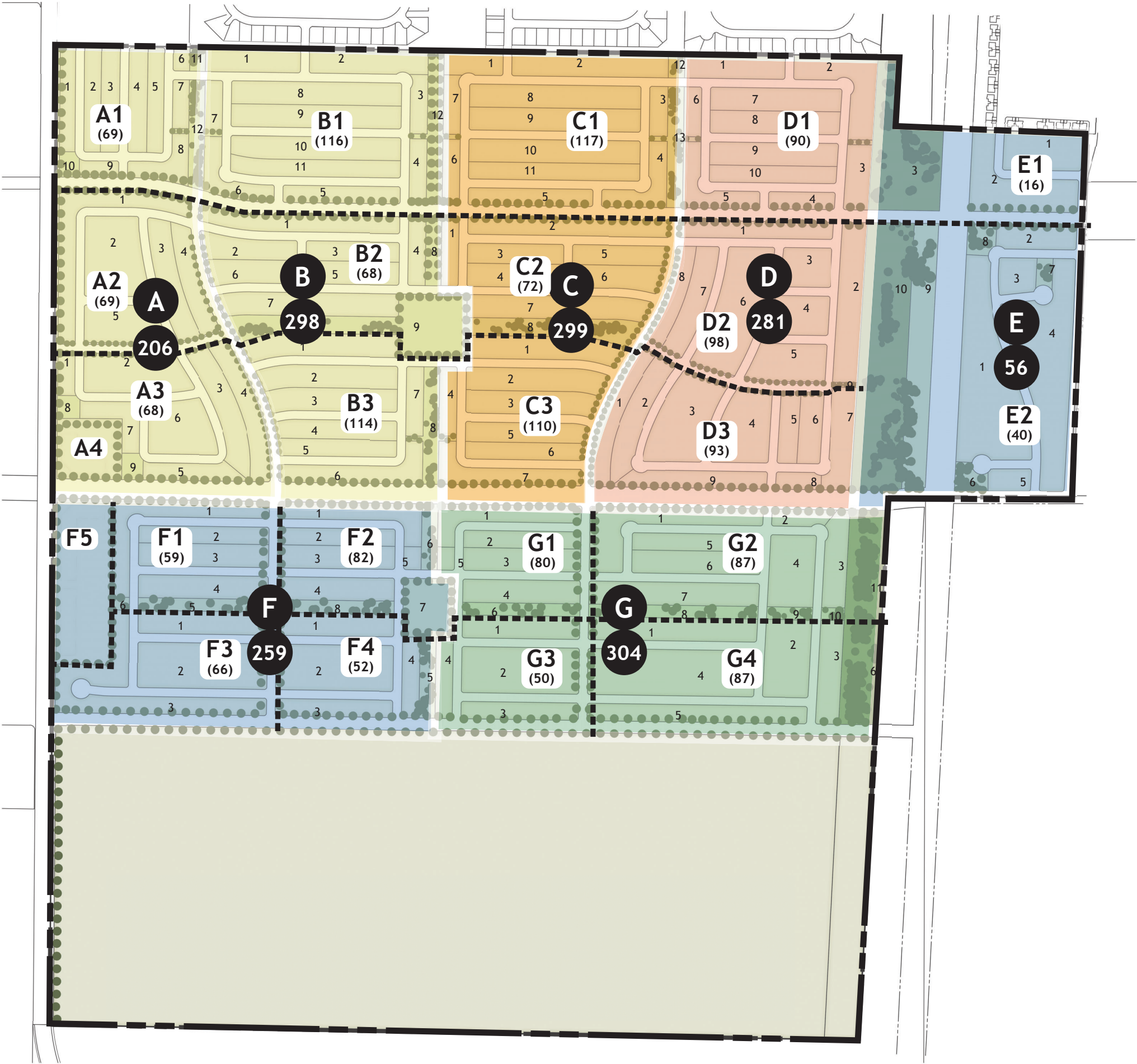
Open Space - Improved

Open Space - Natural



PHASING MAP

- 2022 - Phases A & B
- 2023 - Phases C
- 2024 - Phases D
- 2025 - Phases E, F
- 2026 - Phases G



Transportation Plan



Park & Open Space Map

Parks

- n** Neighborhood Park (2-10 Ac.)
- Public
- l** Local Parks (<2 Ac.)
- Private

Trails

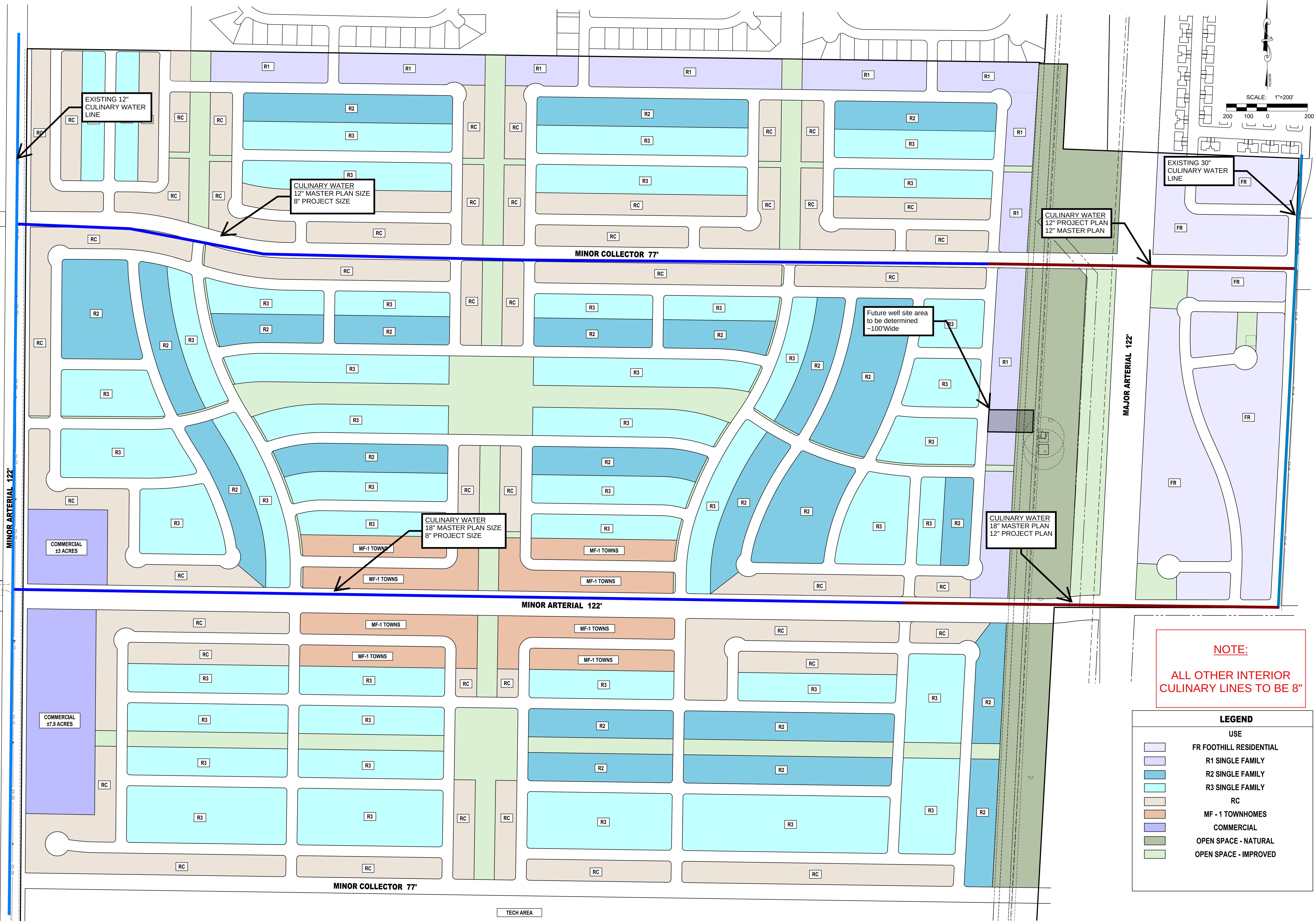
- Regional (4.6 Miles)**
- 10' Asphalt
- Public
- Local (3.8 Miles)**
- 10' Asphalt
- Public

Special Open Space Areas

- pc** Power Corridor
- Public
- mf** Multi-Family Common Open Space
- Private



SCALE: 1"=200'
200 100 0 200



NOTE:
ALL OTHER INTERIOR
CULINARY LINES TO BE 8"

LEGEND

USE

- FR FOOTHILL RESIDENTIAL
- R1 SINGLE FAMILY
- R2 SINGLE FAMILY
- R3 SINGLE FAMILY
- RC
- MF - 1 TOWNHOMES
- COMMERCIAL
- OPEN SPACE - NATURAL
- OPEN SPACE - IMPROVED

REVISIONS	
1	
2	
3	
4	
5	
6	
LEI PROJECT #: 2019-0046	
DRAWN BY: RWH	
DESIGNED BY: GDM	
SCALE: 1"=200'	
DATE: 9/24/2021	
SHEET	



302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT E, TRANSPORTATION MASTER PLAN

[illegible]

LEI PROJECT #:
2019-0046

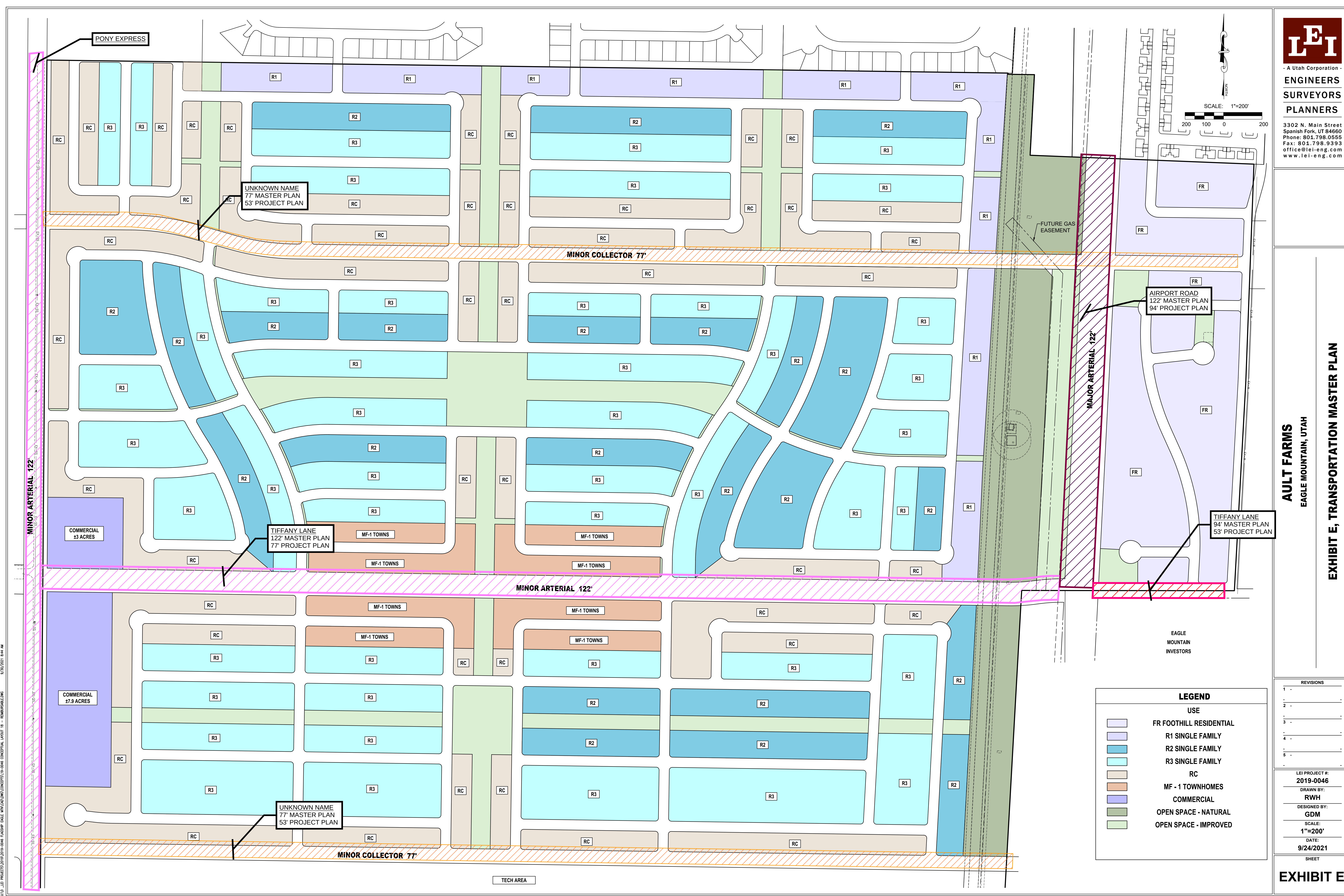
DRAWN BY:
RWH

DESIGNED BY:
GDM

SCALE:
1"=200'

DATE:
9/24/2021

EXHIBIT E





302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT H, SEWER MASTER PLAN

[illegible]

LEI PROJECT #:
2019-0046

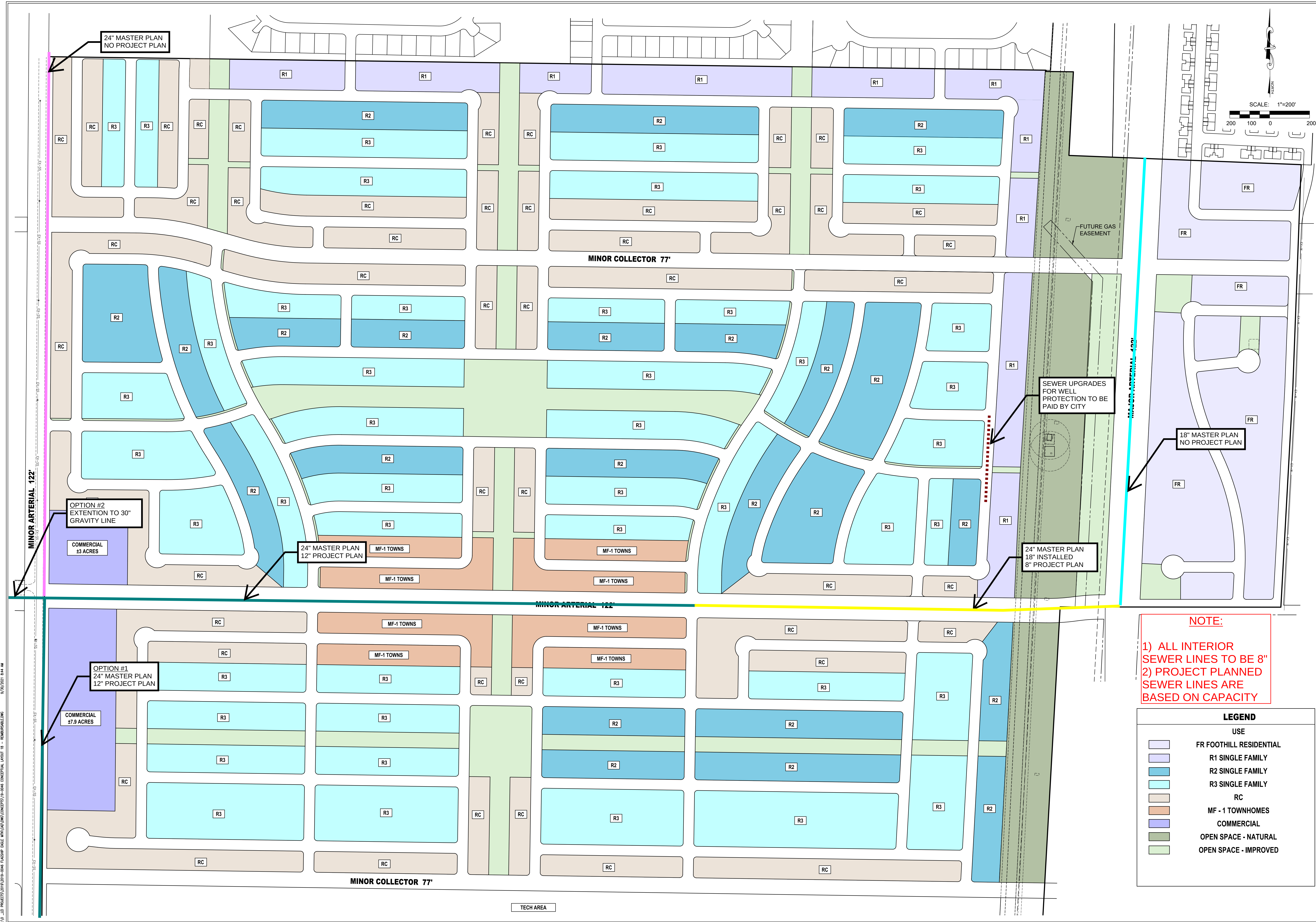
DRAWN BY:
RWH

DESIGNED BY:
GDM

SCALE:
1"=200'

DATE:
9/24/2021

EXHIBIT H





302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

AULI FARMS
EAGLE MOUNTAIN, UTAH

EXHIBIT I, STORM DRAIN MASTER PLAN

[illegible]

LEI PROJECT #:
2019-0046

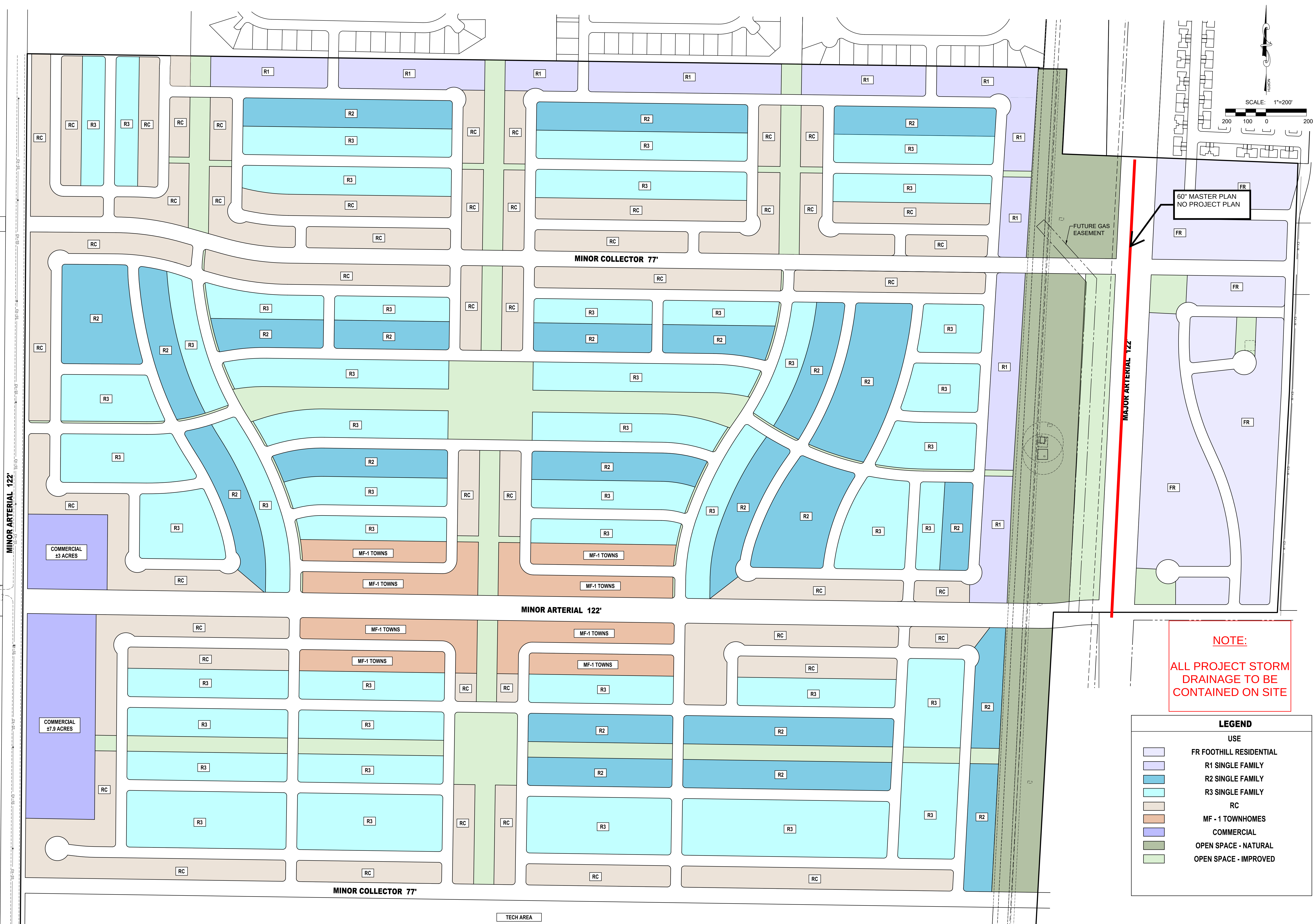
DRAWN BY:
RWH

DESIGNED BY:
GDM

SCALE:
1"=200'

DATE:
9/24/2021

EXHIBIT I





- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

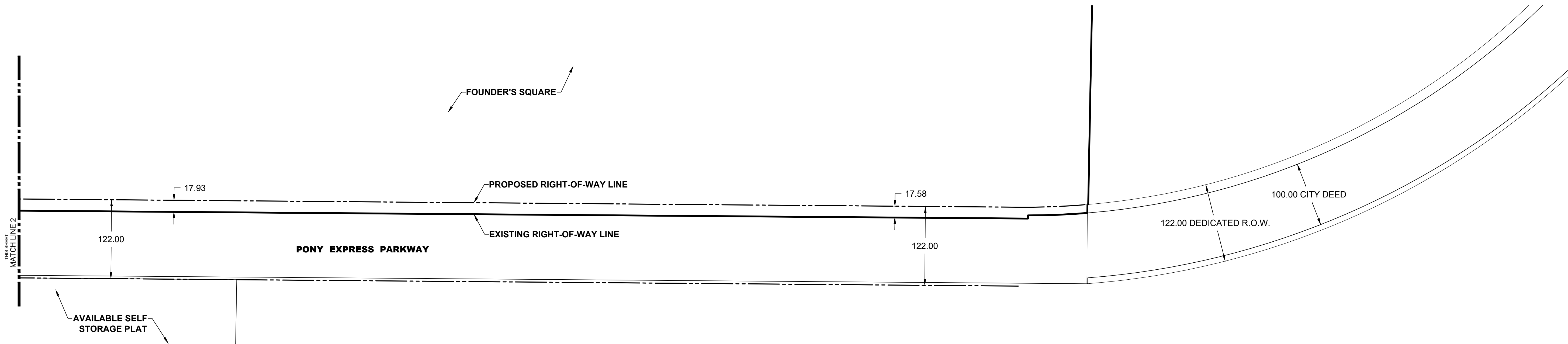
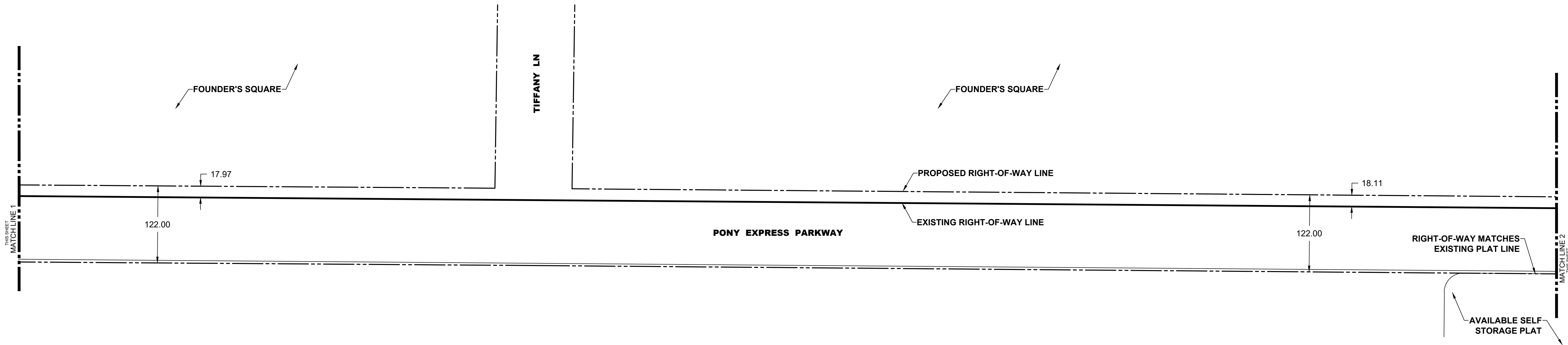
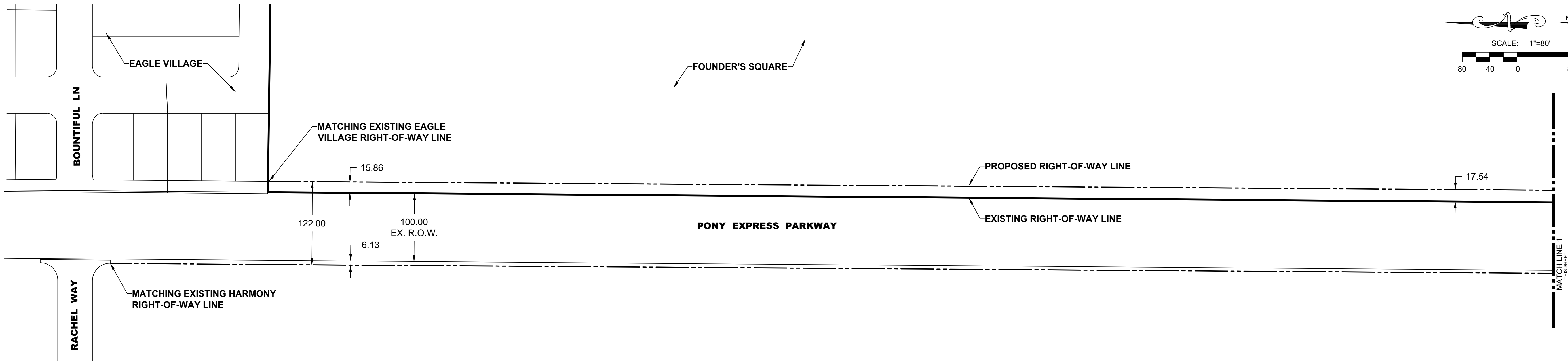
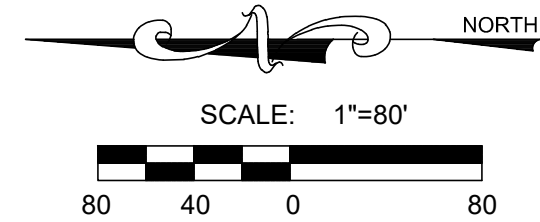
FOUNDER'S SQUARE
EAGLE MOUNTAIN, UTAH

PREPARED FOR:
PROPERTY OF:

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2019-0046
DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
1"=80'
DATE:
11/12/2021

SHEET
1



U:\0_LEI PROJECTS\2019-0046_FASCHP_EAGLE_MOUNTAIN\DWG\EXHIBITS\19-0046_PONY EXPRESS ROW_EXHIBIT.DWG 11/12/2021 12:02 PM