EAGLE MOUNTAIN
CITY COUNCIL MEETING

November 17, 2020, 4:00 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION - VIA LIFESIZE ELECTRONIC MEETING

Proposed interim adjustments to procedures relating to Council Work Sessions and Policy Meetings.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

The public may monitor or listen to open portions of the meeting electronically via Lifesize electronic meeting through Granicus at https://eaglemountaincity.com/cityrecorder/citymeetings-portal#meetingdocs.

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A DISCUSSION - Brylee Farms Open Space Amenities and Preliminary Plat Amendment
Amendment Request Letter
Brylee Farms Open Space & Amenities - PROPOSED
Brylee Farms Approved Preliminary Plats

1.B DISCUSSION - Silver Fox Cascade Master Site Plan
Master Site & Construction Plans
Preliminary Plat
Building Plans
Landscape Plans
Photometric Plan
Geotechnical Study
Drainage Report
Orem Facility Photos

1.C DISCUSSION - Code Amendment to Remove References to Tier and Bonus Density
Removal of Bonus-Tier Language - PROPOSED

1.D DISCUSSION - Landscaping Encroachment

1.E PRESENTATION - Wasatch Wing and Clay

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

7:00 P.M. POLICY SESSION - VIA LIFESIZE ELECTRONIC MEETING

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

9.A Utah County Sheriffs Office Contract Renewal
Utah County Sheriffs Office Contract - Former
Utah County Sheriffs Office Contract - Proposed
Utah County Sheriffs Office Contract - Red Lines

9.B Sewer Trunk Line Reimbursement Agreement - Monte Vista Ranch, L.C.
Monte Vista Ranch Reimbursement Agreement

10. BID AWARDS

10.A Cory B. Wride Memorial Park, Phase 2 General Contracting - Kenny Seng Construction
Bid Tabulation
Concept Plan with Detail of Bid.

10.B Cory B. Wride Memorial Park, Phase 2 Lighting - Codale Electric

10.C Cory B. Wride Memorial Park, Phase 2 Amenities - Big T Recreation

10.D Cory B. Wride Memorial Park, Phase 2 Park Equipment - Sonntag Recreation LLC

10.E Utility Billing Office Remodel - Onsite Development Inc.
Building Permit and Approved Drawings

11. BOND RELEASES

11.A Eagle Point Phase J, Plat 1 - Into Warranty
Eagle Point Phase J, Plat 1 Bond Release Letter
Eagle Point Phase J, Plat 1 Recorded Plat

11.B Scenic Mountain Phase A, Plat 3 - Into Warranty
Scenic Mountain Phase A, Plat 3 Bond Release Letter
Scenic Mountain Phase A, Plat 3 Recorded Plat

11.C Scenic Mountain Phase B, Plat 1 - Into Warranty
Scenic Mountain Phase B, Plat 1 Bond Release Letter
Scenic Mountain Phase B, Plat 1 Recorded Plat

11.D SilverLake Plat 27 - Into Warranty
SilverLake Plat 27 Bond Release Letter
SilverLake Plat 27 Recorded Plat

11.E Spring Run Phase D, Plat 3 - Into Warranty
Spring Run Phase D, Plat 3 Bond Release Letter
Spring Run Phase D, Plat 3 Recorded Plat

11.F Brandon Park Phase A, Plat 2 - Out of Warranty
Brandon Park Phase A, Plat 2 Bond Release Letter
Brandon Park Phase A, Plat 2 Recorded Plat

11.G Sunset Ridge Phase A, Plat 5 - Out of Warranty
Sunset Ridge Phase A, Plat 5 Bond Release Letter
Sunset Ridge Phase A, Plat 5 Recorded Plat

12. MINUTES

12.A October 20, 2020 - Regular City Council Meeting
10.20.2020 City Council Minutes - DRAFT

SCHEDULED ITEMS

13. APPEAL/PUBLIC HEARING

13.A PUBLIC HEARING - La Petite Grooming Salon Business License Appeal

BACKGROUND: *(Presented by City Recorder Fionnuala Kofoed)* The Eagle Mountain City Recorder's Office received a Home Business application for La Petite Grooming Salon, for dogs, on September 8, 2020. The home business is located in Cedar Pass Ranch and has been operating with a business license, at that location, since April 2015. The home business license application was forwarded to the Planning Commission for a public hearing on October 13, 2020 because of nuisance complaints received from the Cedar Pass Homeowners Association and residents of Cedar Pass Ranch. The applicant is appealing the Planning Commission's approval of a 90-day home business license.
List of Citations, Notices of Violation, and Inspections
Timeline of City Interactions with La Petite Grooming Salon
Business License Application

14. C JAY PROPERTIES BUILDING

14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning a Portion of Land on Campus Drive to Commercial Community.

BACKGROUND: (*Presented by Long-Range Planning Manager Pete Kane*) The proposed ordinance rezones approximately 0.81 acres of property located at 3714 E Campus Drive to Commercial Community, to construct a single-story, 8,000-square foot office building.
ORD--C Jay Properties Rezone
Rezone Exhibits

14.B MOTION - C Jay Properties Building Site Plan

BACKGROUND: *(Presented by Long-Range Planning Manager Pete Kane)* The application is for a commercial site plan for a single-story office building of about 8,000-square feet at 3714 E Campus Drive.
Site and Construction Plans
Building Location Option Review
Colored Elevations (original)
Colored Elevations (revised)
Colored Renderings
Floor Plan
Landscape Plan
Photometric Plan
Property Screening
Parking Lot Light Spec
Building Exterior Lighting Spec

15. ORDINANCES/PUBLIC HEARINGS

15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing and Transitioning.

BACKGROUND: (*Presented by Long-Range Planning Manager Pete Kane*) This is a request to amend the Municipal Development Code for EMMC Chapter 16.35 Development Standards for Required Public Facilities and Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning. The amendment includes revisions to clarify fencing standards and requirements.
ORD--EMMC 16.35 & 17.60 Related to Fencing
16.35 Development Standards for Required Public Facilities - PROPOSED
17.60 Landscaping, Buffering, Fencing and Transitioning - PROPOSED

15.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.10 Master Development Plans.

BACKGROUND: (*Presented by Long-Range Planning Manager Pete Kane*) The proposed ordinance amends the municipal code for EMMC 16.10 Master Development Plans. The amendment clarifies process elements for master development plans and agreements and sets standards for master development agreements.
ORD--EMMC 16.10 Master Development Plans
16.10 Master Development Plans - CLEAN
16.10 Master Development Plans - REDLINES

16. <u>BUTTERFIELD ANNEXATION</u>

16.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Butterfield Annexation Petition and Establishing Zoning Regulations for the Lands in the Butterfield Annexation Area.

BACKGROUND: *(Presented by City Recorder Fionnuala Kofoed)* This ordinance formalizes the adoption of the Butterfield Annexation and zones a 22.05-acre parcel as Agriculture with the remaining 182.64 acres zoned as Open Space. The annexation was certified by the Recorder's Office on July 15, 2020. The 30-day protest period has run and no protests to the annexation were received. The City Council tabled the annexation after the public hearing at its September 1st meeting.
ORD--Butterfield Annexation
ORD--Butterfield Annexation Exhibit A
ORD-- Butterfield Annexation Exhibit B - Proposed Land Use Designations
ORD-- Butterfield Annexation Exhibit B - Proposed Zoning
Butterfield Annexation County Map
Butterfield Annexation Evaluation

Butterfield Annexation Boundary Map
Camp Williams ACUB Map
General Plan Map - Current

16.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Butterfield Annexation Agreement.

BACKGROUND: *(Presented by City Recorder Fionnuala Kofoed)* The proposed resolution approves the Butterfield Annexation Agreement and documents the terms of the annexation.
RES--Butterfield Annexation Agreement
Butterfield Annexation Agreement
Butterfield Annexation Agreement Exhibit A
Butterfield Annexation Agreement Exhibit B

17. OVERLAND

17.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel.

BACKGROUND: *(Presented by Community Development Director Steve Mumford)* The proposed amendment adjusts the required timing of Village 1 improvements, including a 2-acre park and the Club Ivory (clubhouse, pool, park improvements).
RES--Overland MDA 2nd Amendment
Proposed Overland MDA 2nd Amendment Draft
Overland MDA
Overland MDA 1st Amendment
Proposed MDA 2nd Amendment - Updated 11.16.2020
Exhibits A & B - Updated 11.16.2020

17.B VILLAGE CONCEPT PLAN - Overland Village Two

BACKGROUND: *(Presented by Community Development Director Steve Mumford)* Village Concept Plan Review for Village 2 of the Overland Master Development Plan, located north of Village 1, west of Pony Express Parkway.
Proposed Overland Village 2 Concept & Trails Plan
Overland Village 2 Traffic Study
Overland MDP Map & Master Trails Map
10.13.2020 Planning Commission Minutes
Overland MDA

18. ORDINANCE

18.A An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 2.05 Employees and Personnel and 2.10 Mayor, and Enacting Chapters 2.16 City Administrator and 2.27 Board Appointment Process.

BACKGROUND: (*Presented by City Attorney Jeremy Cook*) The proposed ordinance amends EMMC 2.05 Employees and Personnel and EMMC 2.10 Mayor, and enacts EMMC 2.16 City Administrator and 2.27 Board Appointments. The amendment clarifies the process for hiring a city administrator, amends the process for board appoints to create a uniform process, and clarifies the duties of the mayor and city administrator.
Surrounding Cities Mayoral Duties and Appointments
ORD--EMMC 2.05 Employees and Personnel, 2.10 Mayor, 2.16 City Administrator, & 2.27 Board Appointment Process
Proposed Amendments to Municipal Code

19. CITY COUNCIL/MAYOR'S BUSINESS

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

20. CITY COUNCIL BOARD LIAISON REPORTS

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

21. COMMUNICATION ITEMS

21.A Financial Report
Budget Executive Summary Oct 2020

21.B Upcoming Agenda Items
CI--Upcoming Agenda Items

22. ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 12th day of November, 2020, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	DISCUSSION - Brylee Farms Open Space Amenities and Preliminary Plat Amendment
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	Fieldstone Homes (Matthew Loveland) & Concord Homes (Kyle Honeycutt)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Neighborhood Residential One	Tier II & III (old code)	~45 acres	Brylee Farms

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:

BACKGROUND:
Brylee Farms (formerly referred to as Brylee Estates) includes single-family (Phase A) and townhome (Phase B) residential development. The preliminary plats for these phases were approved in 2018 and 2019, respectively. As part of the preliminary plat approval process, the City reviewed and approved the open space and amenities for the development.

Phase A is being developed by Fieldstone Homes while Phase B is being developed by Concord Homes. The two developers have been in discussion about the potential of merging the homeowners associations (HOAs) that will oversee the open space and amenities in the developments into one master HOA. By doing this, they propose being able to provide an improved open space and amenity package to residents in both developments while streamlining their management of those features. They are proposing changes to the open space and amenity elements within each phase.

Phase A, which includes 155 single-family homes, achieved 365 amenity points under the existing approved preliminary plat which was the base requirement. Phase B, which includes 162 townhomes, achieved 377 amenity points under the existing approved preliminary

plat with a requirement of meeting at least 372 points. Phase A included a playground, improved park, and parking. There had been a proposed revision to that plan during the summer of 2019 to modify that and include a pool, clubhouse, and pickleball courts, but that plan was not finalized. Phase B included a tot lot, a sport court (over underground retention), basketball court, clubhouse, and pool.

The proposed amendment changes the park space in Phase A from a playground to a swimming pool, clubhouse, active lawn space, and parking areas. The proposed amendment in Phase B would see the separate tot lot moved to the large park area (leaving the former tot lot area as improved open space), removal of the sport court above the underground retention to leave the land as improved park space for informal sport activities, and expanded amenities at the primary amenity area with pickleball courts, large playground, pavilion, and parking areas. Based on the proposed open space and amenities amendment, the new plan would achieve 1,003 points in total between the two phases where 737 points are required.

ITEMS FOR CONSIDERATION:

AMENDMENT REQUEST

Open space and amenities for property developments are approved at the preliminary plat or site plan phase of a project request. The applicants are seeking to amend the preliminary plat for the two phases with regards to the open space and amenities. There are no proposed changes to the number of lots, density, or right-of-way configurations.

AMENITY FEATURES

Per EMMC 17.25.050, multifamily projects are required to include a clubhouse and swimming pool (and these elements can not count toward the amenity points as they are required for this development type). A swimming pool is required to be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit. As a required element of Phase B, the required pool size would be 648 square feet and thus pushed to 1,000 square feet to meet the minimum size requirement. A pool serving both phases, using the four-square-foot-per-residential-unit measure, would be 1,268 square feet in size. The proposed pool is sized at 2,000 square feet, exceeding this size minimum by 732 square feet.

Clubhouses are also required for multifamily developments at 7.5 square feet per residential unit. As a required element of Phase B, the required size of the clubhouse would be 1,215 square feet. Using that same size requirement for both Phases A and B, the required size would be 2,377.5 square feet. The proposed clubhouse is sized at 1,566 square feet which exceeds the Phase B requirement by 351 square feet, but would be under the size requirement by 811 square feet if it were applied to Phase A.

The proposed pool and clubhouse meet the size requirement of the Phase B development, but will be located within Phase A. The applicant is oversizing the pool as they believe it will be used more frequently than the clubhouse. The pool however will have a shorter use window (typically May to September) where the clubhouse can be used year-round.

DISTANCE TO AMENITIES
EMMC 16.35.105(A)(4) states "No unit/lot should be located more than one-quarter mile from a park, wherever possible."

The amenity area within Phase A is within 1/4-mile distance (as the crow flies) of all residences in both phases except for twelve townhome units in the northwest corner. This amenity area includes 16 parking spaces for those residents who may drive to it. Bicycle racks are also included for those who may bike over to this park area.

The amenity area within Phase B is within 1/4-mile distance (as the crow flies) of all residences in both phases except for six single-family properties in the southwest corner. This amenity area includes 29 parking spaces for those residents who may drive to it. Bicycle racks are also included for those who may bike over to this park area.

CONNECTIVITY
Per the approved preliminary plat for Phase B, a pedestrian crossing was to be included between the main amenity area and the trail to the

west. This crossing is missing in the amendment request. Additionally, the long row of added parking spaces along the western side of the Phase B main amenity area exceeds the 12 spaces to a row limit without a landscaped island with tree to break it up. By removing a space or two in this parking area, it will provide space for a pedestrian crossing and meet the parking island requirement in EMMC 17.55.080(C).

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on November 10, 2020, to review the preliminary plat amendment application.

The Commission unanimously voted (4-0, 1 absent) to recommend approval of the preliminary plat amendment with the following condition:

1. That the parking area on the west side of the primary amenity area in Phase B remove two spaces in the center of the row in order to incorporate a landscaped island and pedestrian crossing.

ATTACHMENTS:

Amendment Request Letter
Brylee Farms Open Space & Amenities - PROPOSED
Brylee Farms Approved Preliminary Plats

November 3, 2020

Eagle Mountain Planning Department
Attn: Peter Kane
1650 E Stagecoach Run
Eagle Mountain, UT 84005

Re: Brylee Farms Amenity Proposal & Clubhouse Size

Dear Peter,

Thank you for reviewing and providing comment to the Brylee Farms combined amenity plan. Per your request I am providing a consolidated summary of the amenities and formalizing our request for the clubhouse size.

Earlier this year, Concord and Fieldstone had discussions about combining the two Homeowners Associations where they would both be serviced by the same private lift station. From this, the discussion expanded to combining amenities for ease of maintenance, allow residents to equally enjoy all the facilities, construct a "grander" pool and clubhouse, all while lowering monthly HOA dues.

I have attached the combined amenity table as Exhibit A. This amendment combines the amenity points for both product types based on 317 units (155 Single Family & 162 Townhomes). The required amenity points are 728. We are proposing 1,003 points, a 37% increase than required. With the proposal we are contemplating a 2,000 sqft pool and a 1,566 sqft clubhouse as shown on Exhibit B. The proposed pool is 732 sqft larger than required for the total unit count and the clubhouse is 351 sqft larger than required for the townhome unit count.

	Combined (SF & TH)		Townhomes
	Pool	Clubhouse	Clubhouse
Units	317 Units	317 Units	162 Units
SqFt/Unit	4 SqFt	7.5 SqFt	7.5 SqFt
Requirement	1268 SqFt	2377.5 SqFt	1215 SqFt
Proposed	2000 SqFt	1566 SqFt	1566 SqFt
Delta	732 SqFt	-811 SqFt	351 SqFt

Per City code, a clubhouse is only required for townhomes and not single-family. Based on 162 townhomes the minimum size is 1,215 sqft, we are proposing 1,566 sqft. Where we are proposing excess amenity points of 275, a pool with 732 sqft of additional area, and a clubhouse that exceeds the minimum square footage for the townhomes; we ask the clubhouse size be based on the townhome unit count.

We have discussed the benefits of a larger pool vs. clubhouse with a several HOA property managers and, given their experiences in other communities, they feel the increased pool sqft would be utilized and better for the community than having additional sqft in the clubhouse. Furthermore, we are adding

significant exterior upgrades to the clubhouse elevation, but we feel the barn theme will bring additional character to the community.

We trust that staff, the Planning Commission, and City Council will see the intent and merit with this amendment. Please feel free to reach out to me directly should you have any questions.

Best Regards,

Matthew Loveland
801-884-3597
MatthewL@FieldstoneHomes.com

Exhibit A

Combined Brylee Single Family and Townhomes

Park Feature	Points Available	Proposed Quantity	Proposed Points
Bench/picnic table (w/ shade structure or trees)	2	**9**	18
Bicycle rack (4+bikes)	2	**3**	6
Trees (5)	2	**200**	116.8
Shade Structure	4	**0**	0
Drinking Fountain	5	**0**	0
Asphalt or Conc. Trail-8ft wide 100 linear ft	6	**42.6**	255.6
Trail (Access Road) over sewer 10' wide/per 80 linear ft	6	**0**	0
Parking* (5 stalls)	7	**5**	35
Swings (4+ swings)	7	**0.5**	3.5
Concrete basketball court (1/2)	20	**0**	0
Pavilion w/ tables, garbage, barbecues (per 100 sqft)	4	**4**	16
Playground equipment* per $1,000	2	**92**	184
Splash Pad/Pool* per $1,000	2	**84** (1)	168
Tennis Court (6,600 sq ft or 55' x 120')	100	**1**	100
Sports Court (6,600 sq ft or 55' x 120')	100	**0**	0
Restroom (600+sqft)	100	**1**	100
Restroom (1,200+sqft)	200	**0**	0
Public Art	Varies	**0**	0
Other developer-proposed improvement	Varies	**0**	0
		Total Points	**1003**

Combined Totals			
Combined Residential Units			**317**
Combined Required Opn Space (SqFt)			317000
Combined Required Opn Space (Acres)			7
Proposed Amenity Points			1003
Minimum Amenity Points			728
		Excess Points	**275**

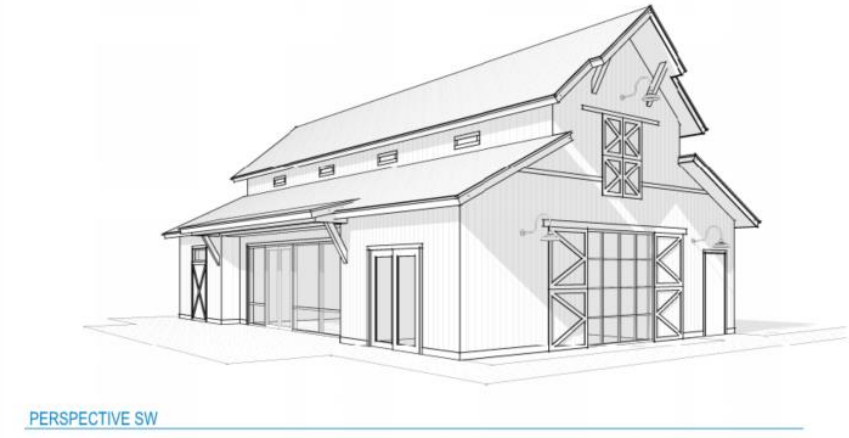
(1) – Per EMMC 17.25.050(L), pools are a requirement for multifamily developments. The minimum required size is 1,268 SqFt and the proposal includes a 2,000 SqFt pool. A rate of $115/SqFt was applied to the excess 732 SqFt to determine the 84 quantity.

Exhibit B

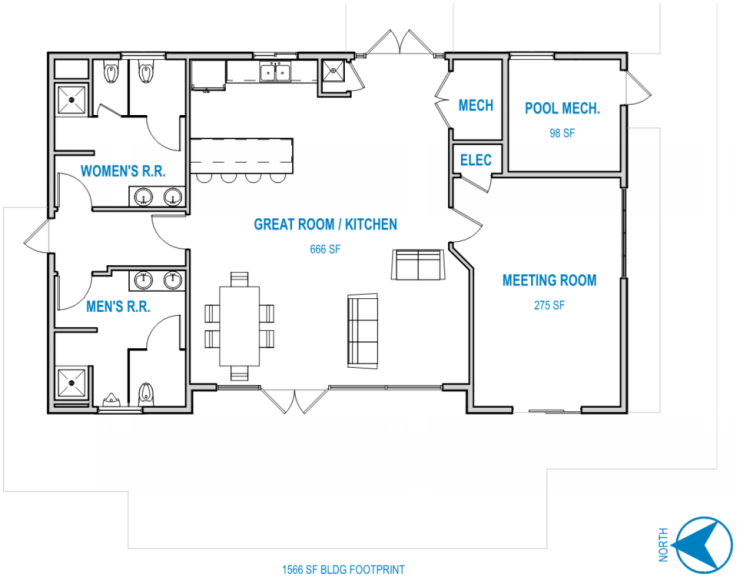
Clubhouse & Pool



PERSPECTIVE SE



PERSPECTIVE SW

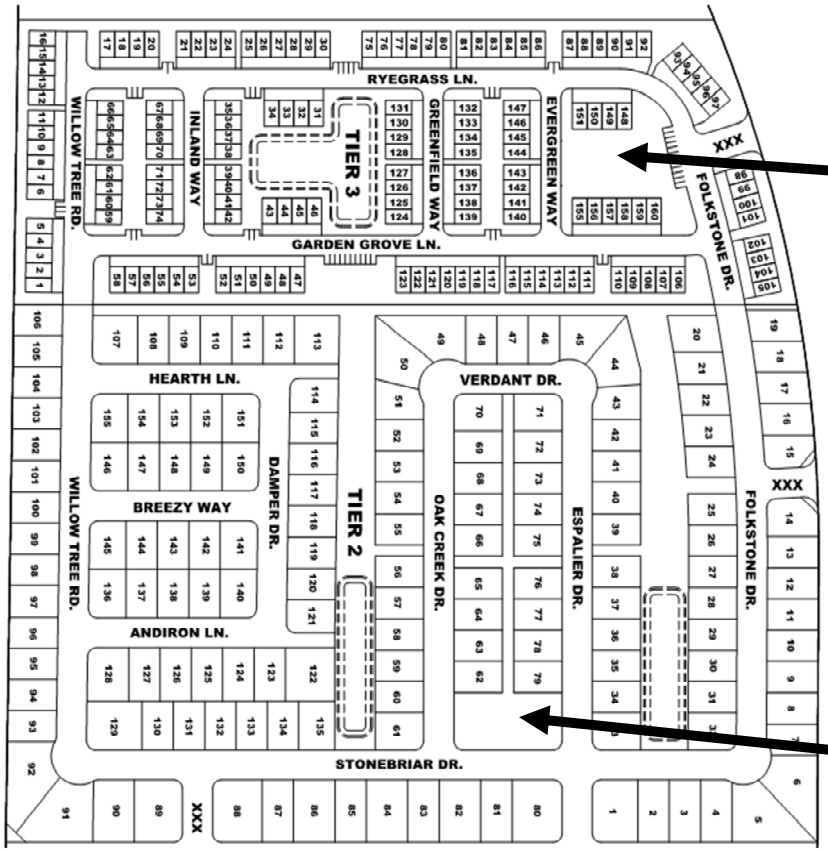


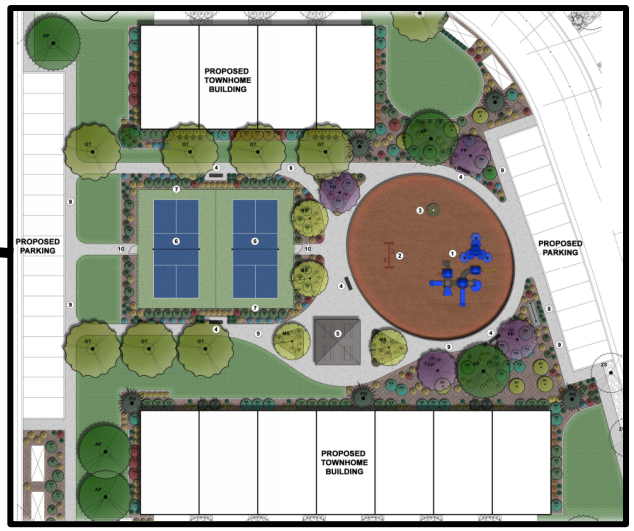
1566 SF BLDG FOOTPRINT

Planter
Parking
Clubhouse
Lawn
Pool Deck
Planter
Planter
Pool
Shallow Kid
Area
Active Space
(Lawn)
Planter
Lawn
Parking

Proposed Amenities

Locations







5' CONCRETE SIDEWALK

BACKLESS BENCH SEAT (1)

BIKE RACKS (3)

BACKED BENCH SEAT (1)

PICKLEBALL COURT

PICKLEBALL COURT

PLAYGROUND SPACE

8' WIRE PLUS FENCE WITH 2 GATES

BACKLESS BENCH SEAT (1)

MONUMENT SIGN

5' CONCRETE SIDEWALK

BACKLESS BENCH SEAT (1)

20' x 20' PAVILION WITH FOUR 6' PICNIC TABLES

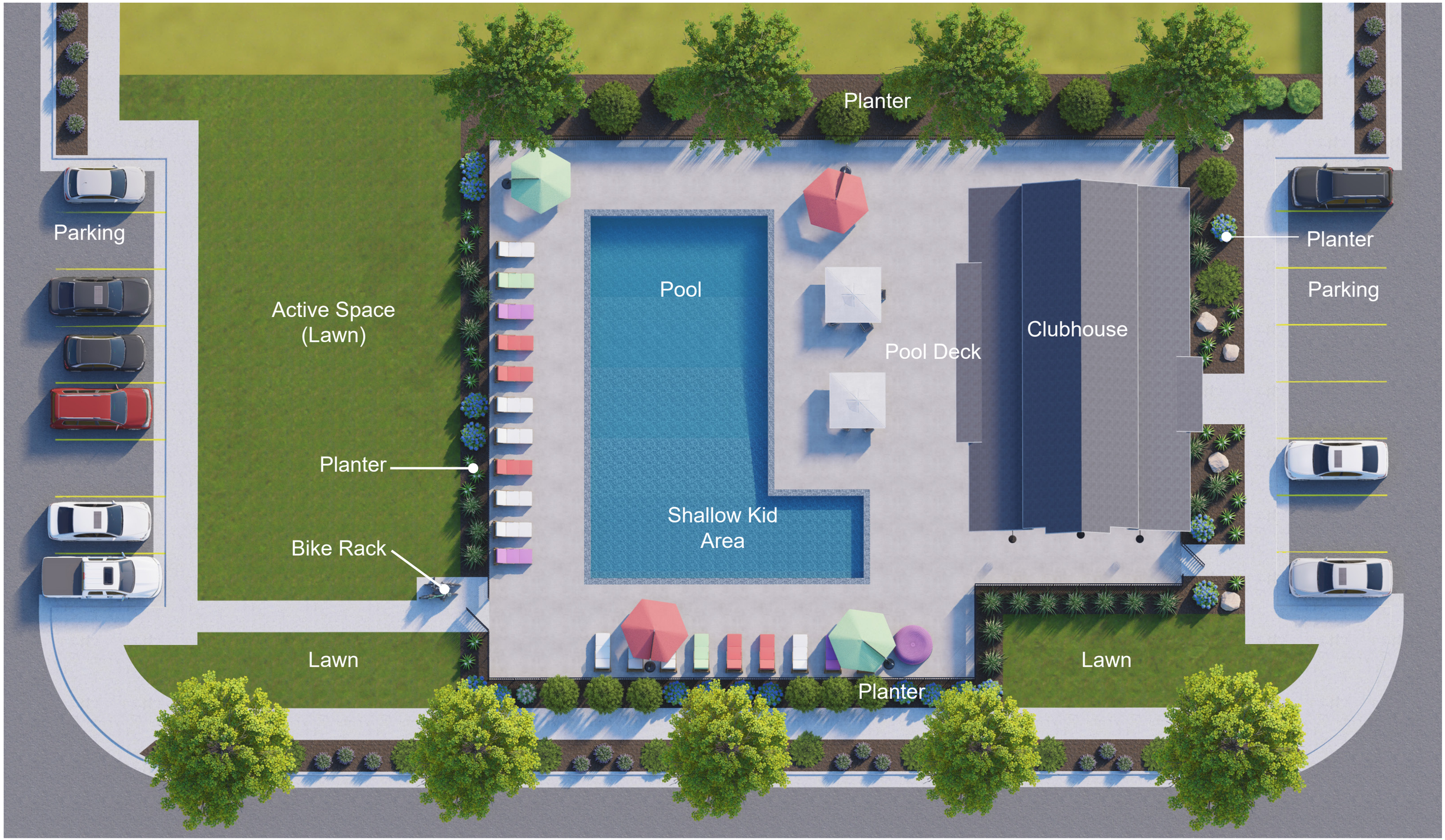
BACKED BENCH SEAT (1)

5' CONCRETE SIDEWALK

N

0 5 10 20

SCALE: 1"-10'


Planter
Parking
Active Space
(Lawn)
Pool
Pool Deck
Clubhouse
Planter
Parking
Planter
Shallow Kid
Area
Bike Rack
Lawn
Lawn
Planter





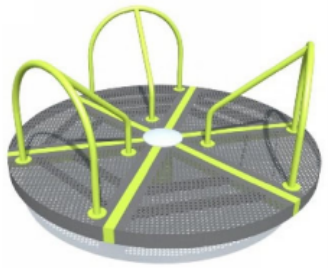


Proposed Amenities





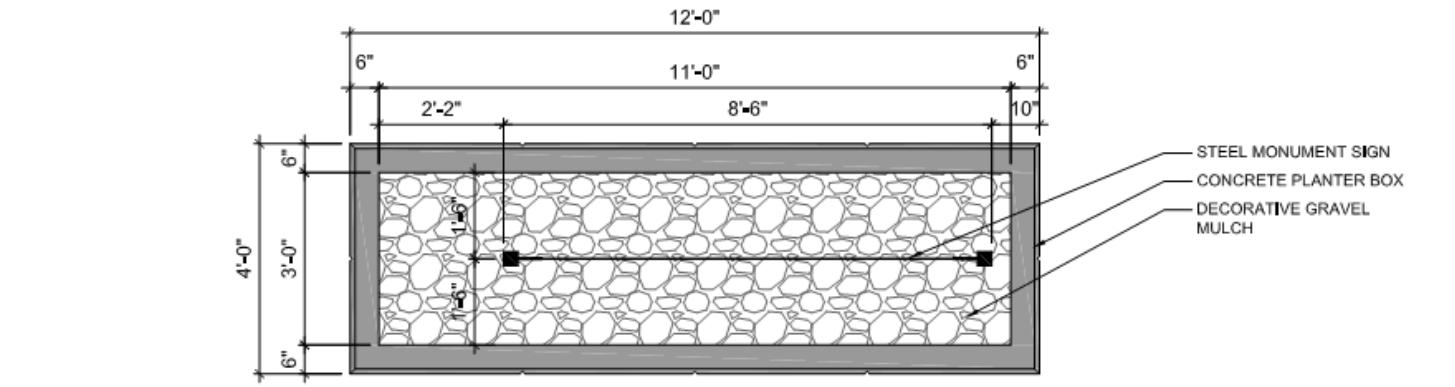




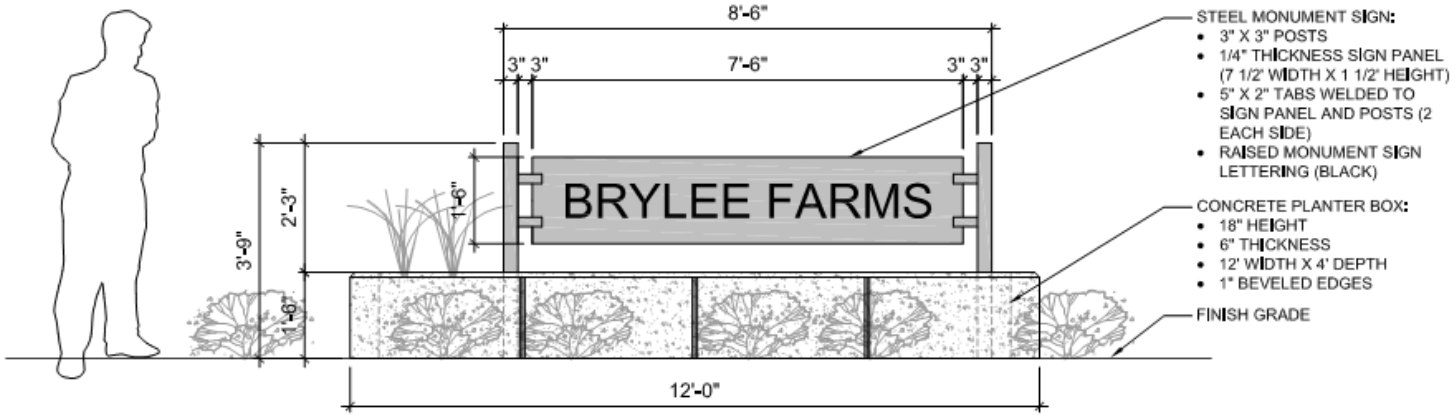


Proposed Amenities

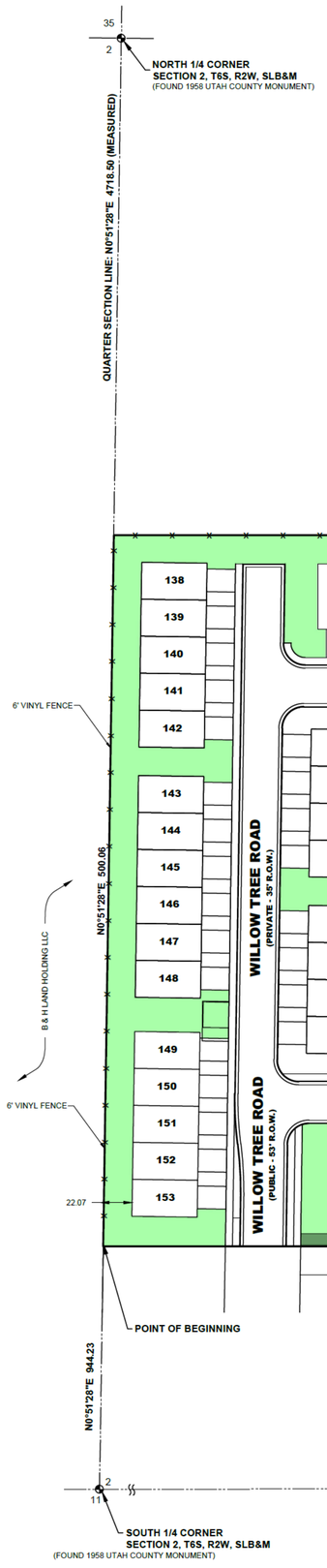
Monument Signage

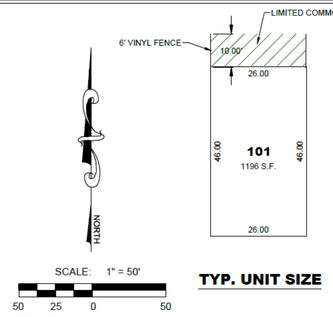


STEEL MONUMENT SIGN - PLAN VIEW

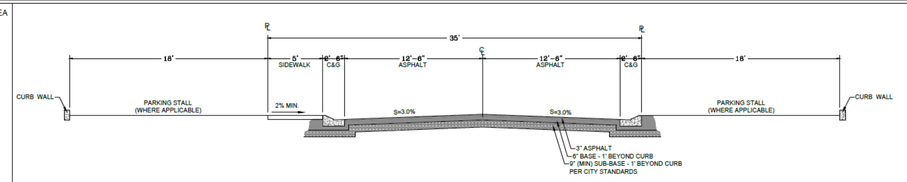


STEEL MONUMENT SIGN - FRONT ELEVATION

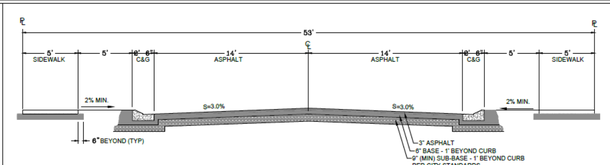




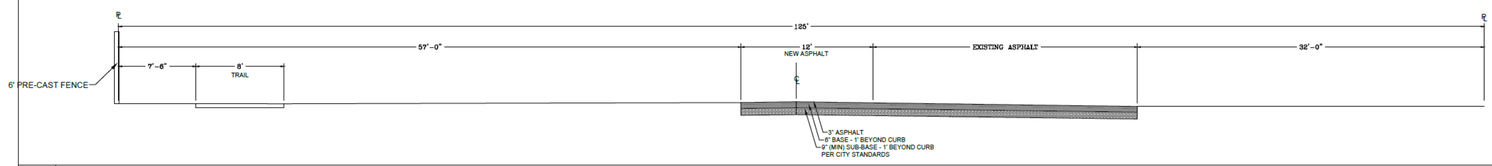
TYP. UNIT SIZE



1 35' ROAD CROSS SECTION



2 53' ROAD CROSS SECTION



3 125' ROAD CROSS SECTION

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



BRYLEE ESTATES - PHASE B

EAGLE MOUNTAIN, UTAH

LOT LAYOUT

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2019-0029
DRAWN BY: DSE/MJV
DESIGNED BY: BTG
SCALE: 1" = 50'
DATE: 06/24/2018
SHEET: 2

BRYLEE ESTATES

EAGLE MOUNTAIN CITY, UTAH

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

1. PIPE BEDDING: ¾" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
2. DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
3. SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
4. SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
5. LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
6. MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

WATER:

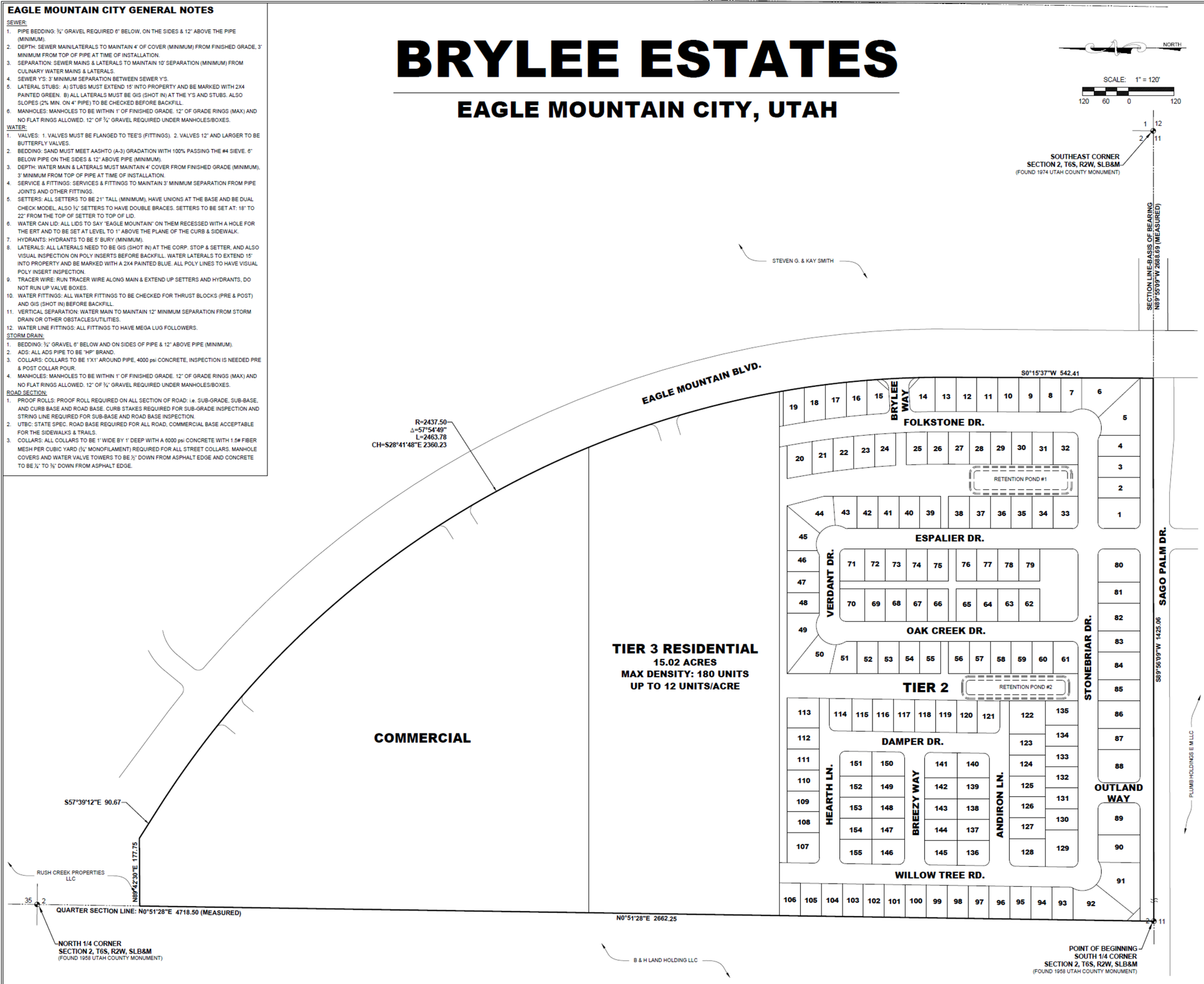
1. VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
2. BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
3. DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
4. SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
5. SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO ¾" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
6. WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
7. HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
8. LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
9. TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS, DO NOT RUN UP VALVE BOXES.
10. WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
11. VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 12" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
12. WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.

STORM DRAIN:

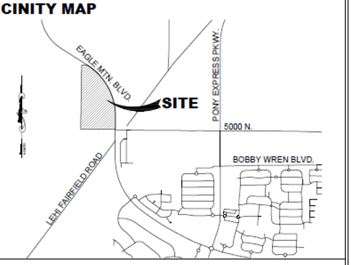
1. BEDDING: ¾" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
2. ADS: ALL ADS PIPE TO BE "HP" BRAND.
3. COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 psi CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
4. MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

ROAD SECTION:

1. PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
2. UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
3. COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (½" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE ½" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE ¼" TO ⅜" DOWN FROM ASPHALT EDGE.



VICINITY MAP



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2	TIER 2 LOT LAYOUT
3	TIER 3/COMMERCIAL LOT LAYOUT
4	TIER 2 UTILITY PLAN
5	TIER 3/COMMERCIAL UTILITY PLAN
6	GRADING PLAN
7	PHASING PLAN

TABULATIONS

TOTAL ACREAGE:	68.92 ACRES
BUILDABLE ACREAGE:	68.92 ACRES
OVERALL DENSITY:	2.25 UNITS/ACRE
TOTAL # OF LOTS:	155 LOTS
TOTAL ACREAGE IN LOTS:	19.08 ACRES
TOTAL OPEN SPACE:	4.01 ACRES
TOTAL IMPROVED OPEN SPACE:	4.01 ACRES
OPEN SPACE IN RETENTION PONDS:	0.85 ACRES (75% CREDIT)
NET OPEN SPACE w/ RETENTION REDUCTION:	3.81 ACRES
COMMERCIAL	
COMMERCIAL ACREAGE:	22.03 ACRES
TIER 3	
TIER 3 ACREAGE:	15.02 ACRES
TIER 2	
TIER 2 ACREAGE:	31.87 ACRES
TIER 2 ACREAGE IN LOTS:	19.08 ACRES
TIER 2 OPEN SPACE:	4.01 ACRES
TIER 2 IMPROVED OPEN SPACE:	4.01 ACRES
TIER 2 OPEN SPACE IN RETENTION PONDS:	0.85 ACRES (75% CREDIT)
NET TIER 2 OPEN SPACE w/ RETENTION POND REDUCTION:	3.81 ACRES
TIER 2 AVERAGE LOT SIZE:	5,429 SF/0.12 ACRES
TIER 2 LARGEST LOT SIZE:	11,797 SF/0.25 ACRES
TIER 2 SMALLEST LOT SIZE:	4,452 SF/0.11 ACRES
TIER 2 OVERALL DENSITY:	4.86 LOTS/ACRE
TIER 2 TOTAL # OF LOTS:	155 LOTS

NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
4. ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
5. ALL WATER TEES TO FLANGED WITH FLANGED VALVES.
6. SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
7. DRIVEWAY SLOPES NOT TO EXCEED 12%.
8. NO DEFLECTIONS ALLOWED ON WATER LINES.
9. ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
10. STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
11. SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).

LEGEND

EXISTING

- WATER METER
- WATER — EX—W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — EX—SS —
- SEWER MANHOLE
- STORM DRAIN — EX—SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET
- PI — EX—PI —
- PI VALVE
- FENCE — X —

PROPOSED

- WATER — W —
- WATER VALVE
- FIRE HYDRANT
- SEWER — SS —
- SEWER MANHOLE
- STORM DRAIN — SD —
- STORM DRAIN MANHOLE
- STORM DRAIN CURB INLET

DEVELOPER / OWNER

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

ENGINEER

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

PROJECT NAME

BRYLEE ESTATES

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
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3302 N. Main Street
Spanish Fork, UT 84660
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REGISTERED PROFESSIONAL ENGINEER
No. 323808
BRIAN T. GABLER
STATE OF UTAH
COPYRIGHT PROTECTION

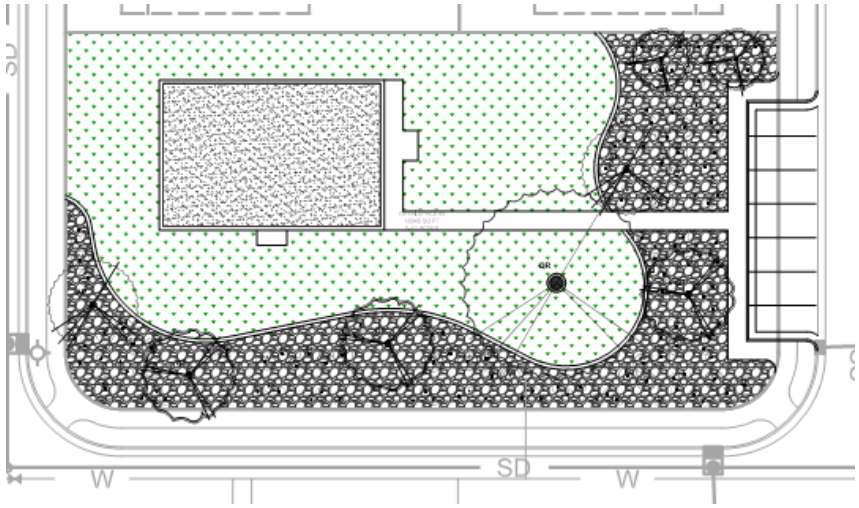
BRYLEE ESTATES
EAGLE MOUNTAIN, UTAH
COVER

REVISIONS
1 -
2 -
3 -
4 -
5 -

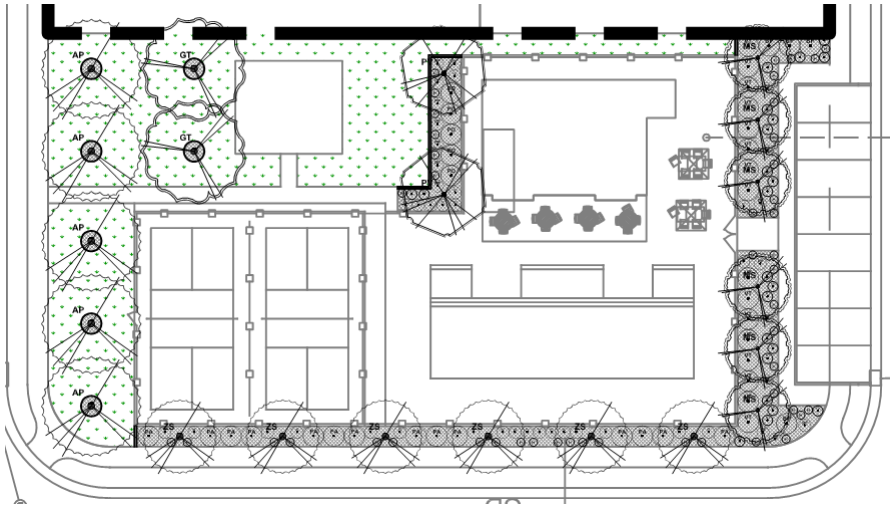
LEI PROJECT #: 2018-0021
DRAWN BY: MJV
DESIGNED BY: BTG
SCALE: 1" = 120'
DATE: 07/26/2018
SHEET 1

Depiction of Amenities

Single Family



Approved with Preliminary Plat



Proposed Pool & Clubhouse Upgrade

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	DISCUSSION - Silver Fox Cascade Master Site Plan
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	Garrett Macklin (AE Urbia)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	Commercial Community	6.4 acres	

PUBLIC HEARING:
No

PREPARED BY:
Jessa Porter, Planning

PRESENTED BY:
Jessa Porter

RECOMMENDATION:

BACKGROUND:
This proposed master site plan, serving as a preliminary plat (EMMC 17.100.040 (D)), is for a 6.3-acre commercial project located on the southwest corner of E Pony Express Parkway and N Porter's Crossing Parkway. This plan includes a four (4) lot development with Cascade Collision Auto Repair on lot 1 with the potential of other retail and commercial services on lots 2-4.

This commercial master site plan application was reviewed by the Planning Commission on November 10, 2020. The Commission held a public hearing with discussion that included topics such as traffic concerns, lighting, concerns regarding impacts to the wash, the material for the screening of the enclosed parking area, and other topics. The Commission ultimately unanimously voted (4-0, 1 absent) to recommend approval of the project to the City Council with a number of conditions; which can be found in the Planning Commission Action/Recommendation section.

Section 17.100.040 of city code requires a master site plan to be approved by the City Council when development proposals are larger that five (5) acres in size and proposed to be developed in phases or sold in separate parcels.

The applicant has requested that this application also serve as a preliminary plat. Section 17.100.040 (D) allows the master site plan to serve as a preliminary plat if it complies with the following criteria:

1. A preliminary arrangement of larger blocks of land - later to be subdivided during the final plat process - is included
2. All required utilities, storm drainage, landscaping, access and circulation requirements, and other aspects of the eventually built-out project are addressed sufficiently with the master site plan
3. The City is not responsible if, over time, the project is unable to service a possible user due to undersized utilities, roadways, or other infrastructure. If upgrades to such facilities are necessary, they will be borne solely by the applicant.

ITEMS FOR CONSIDERATION:

MASTER SITE PLAN SERVING AS PRELIMINARY PLAT (EMMC 17.100.040 (D))

The applicant's master site plan application includes a request for the plan to serve as the preliminary plat for the proposed subdivision of the property into four parcels. The preliminary plat process described in Chapter 16.20 EMMC may not be required if a master site plan, while going through the initial approval process, complies with the following criteria: A preliminary arrangement of larger blocks of land - later to be subdivided during the final plat process - is included. All required utilities, storm drainage, landscaping, access and circulation requirements, and other aspects of the eventually built-out project are addressed sufficiently with the master site plan. The city is not responsible if, over time, the project is unable to service a possible user due to undersized utilities, roadways, or other infrastructure. If upgrades to such facilities are necessary, they will be borne solely by the applicant."

ACCESS

There is a cross-access easement granted through the property to benefit all four (4) lots. The plan includes vehicle access from both E Pony Express Parkway and N Porter's Crossing Parkway, each at least 100 feet from an intersection or another driveway on the same side of the street. Staff recommends a traffic study be submitted to ensure safe traffic flow in the area.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)
The proposed elevations show a variety of different CMU and a variety of painted metal accents, awnings, etc. on all sides of the building. These façade features are designed with consistent architectural style, detail, and trim features as the primary façade. The plan also includes a variety of vertical articulation around the building to avoid large featureless surfaces. The main entrance is located from the interior of the lot and is clearly identifiable and includes sheltering elements such as an awning. Mechanical equipment, storage areas, trash enclosures, etc. are screened and located out of view from public streets. Although the main entrance is not located along a street-facing facade, the two street-facing facades do include design elements and landscaping to improve the pedestrian experience.

LIGHTING (EMMC 17.65 & 17.72.040(I))
All lighting appears to comply with city code, being fully shielded and no light spillage onto adjacent properties. Based on the photometric plan, the light levels diminish approaching the wash which was a recommendation in order to minimize negative impacts on wildlife in the wash. The 3D renderings appear to show lighting at the pedestrian entrances pointing up and down which would not comply with city code. While these lights are pointing up and down, they are completely under the awning which will shield any further light pointing upward.

LANDSCAPING
A landscaping plan was submitted for lot 1. A master site plan must include landscaping plans for all rights-of-way and specifications for landscape elements to be used on each lot which will then be verified during the individual site plans for each lot. Staff recommends the landscape plan be updated for the entirety of the property to comply with EMMC 17.100.070(A)(6). The plans call for appropriate landscaped islands throughout the parking lot. The trash receptacles are properly screened with a wall enclosure.

OFF-STREET PARKING (EMMC 17.55.120)
Per EMMC 17.55.120, an auto service station like the one proposed for lot 1 requires one parking stall per 500 square feet of gross finished floor area, plus two stalls per service bay. Based on the 15 services stalls and a building square footage of about 19,000, the applicant is required to provide 68 parking stalls on lot 1. The

proposed plan shows a total of 49 primary parking stalls (2 being handicap-accessible) and 31 parking stalls in the enclosed parking area. Including the stalls in the enclosed parking area, the applicant has proposed a total of 80 parking stalls, exceeding the minimum required.

PEDESTRIAN ACCESS
The applicant has added pedestrian access from N Porter's Crossing Parkway to Lot 1 on the east side of the property (this access is curved to comply with ADA standards). The overall master site plan shows pedestrian access from lot 1 to lot 2, which was requested by staff in order to ensure connectivity throughout the property. The landscape plan has not been updated to incorporate the updated pedestrian access elements. Staff recommends that the applicant update the landscape plans to reflect the master site plan.

FENCING (EMMC 17.60.120 (D))
"Commercial Fence Height. Fencing in commercial areas shall not exceed six feet in height." The applicant is proposing to install an eight foot (8') wall around the enclosed parking area to limit view of the vehicles awaiting service. An example of an eight foot wall is located at the Orem Cascade Collision location. Pictures of this wall can be found in the attachments. For context, the fencing standard code amendment is being discussed with the Planning Commission.

TICKVILLE WASH
The southern portion of this parcel backs up to the Tickville Wash. The proposed grading plan shows that the closest area of the enclosed parking to the wash is setback between 10 and 15 feet from the top of the slope. It is planned that the area of the wash be deeded to the City. Staff recommends that the finger north of the wash also be dedicated to the City as well as it will assist in the maintenance of the wash.

PRELIMINARY PLAT
Staff recommends a couple of revisions be made to the preliminary plat: Dedication of the finger of land north of the wash over to the City (for the reasons outlined above) and That the "typical setback exhibit" be removed as these will be handled during the individual site plans for each lot.

REQUIRED FINDINGS:

Master site plans serving as preliminary plat approvals are based upon compliance with city code requirements. The approval criteria for this application can be found in EMMC 17.100.040 (D)). The project can be approved if it complies with all city code requirements for master site plans serving as preliminary plats, as detailed in this report. A recommendation of denial must be based upon findings of facts indicating how the project is not complying with specific sections of the city code. A project may be tabled with specific direction to give an applicant time to fully comply with code requirements.

PLANNING COMMISSION ACTION/RECOMMENDATION:
Planning Commission reviewed and unanimously recommended approval of the Silver Fox Cascade on November 10, 2020 to the City Council for the reasons set forth in the staff report and in the meeting, with the following conditions:

1. Approval of preliminary plat as part of master site plan approval
2. Preliminary plat to be revised to deed the finger of land north of the wash to the city
3. Preliminary plat be revised to remove the typical setback exhibit
4. All lighting to comply with EMMC 17.65 and 17.72.040 (1)
5. Landscaping plan for entirety of property shall be submitted
6. Incorporate missing pedestrian access elements into landscaping plan
7. Approve site plan for lot 1
8. Applicant shall submit a traffic study for review to ensure safe traffic flow
9. Fence surrounding enclosed parking area be constructed at eight feet (8') tall and gate to enclose area be a solid privacy gate.

ATTACHMENTS:

Master Site & Construction Plans
Preliminary Plat
Building Plans
Landscape Plans

Photometric Plan
Geotechnical Study
Drainage Report
Orem Facility Photos

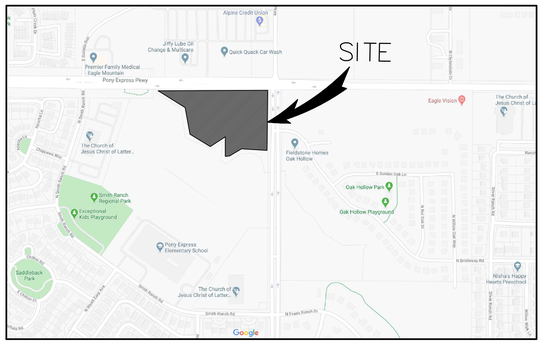
CASCADE COLLISION

PORTER CROSSING PKWY
EAGLE MOUNTAIN, UTAH

OCTOBER 20, 2020
REVISED NOVEMBER 4, 2020

LEGEND

PROPERTY LINE		EXISTING FIRE HYDRANT	
EASEMENT LINE		PROPOSED FIRE HYDRANT	
4240.0 PROPOSED GRADE CONTOURS		EXISTING STREET LIGHT	
4240.0 EXISTING GRADE CONTOURS		PROPOSED STREET LIGHT	
EXISTING CURB		PROPOSED PARKING LOT LIGHT	
PROPOSED CURB AND GUTTER		EXISTING WATER METER	
PROPOSED CURB WALL	WV	EXISTING WATER VALVE	
REVERSE PAN CURB & GUTTER	GV	EXISTING GATE VALVE	
SS EXISTING SEWER		EXISTING OVERHEAD POWER POLE	
SS PROPOSED SEWER	TBC	TOP BACK CONCRETE	
W EXISTING WATER	FF	FINISHED FLOOR	
W PROPOSED WATER	HW	HIGH WATER	
F EXISTING FIRE LINE	TOG	TOP OF GRATE	
F PROPOSED FIRE LINE	TOL	TOP OF LID	
SD EXSITING STORM DRAIN	IE	INVERT ELEVATION	
SD PROPOSED STORM DRAIN	EX	EXISTING	
RD PROPOSED ROOF DRAIN	NG	NATURAL GROUND	
G EXISTING GAS	TA	TOP OF ASPHALT	
G PROPOSED GAS	TC	TOP OF CONCRETE	
OHP EXISTING OVERHEAD POWER	EC	EDGE OF CONCRETE	
UGP EXISTING UNDERGROUND POWER	EA	EDGE OF ASPHALT	
UGP PROPOSED UNDERGROUND POWER	TOW	TOP OF WALL	
T EXISTING TELEPHONE LINE	TG	TOP OF GRAVEL	
T PROPOSED TELEPHONE LINE	TL	TOP OF LANDSCAPING	
FO EXISTING FIBER OPTIC LINE	TS	TOP OF SIDEWALK	
FO PROPOSED FIBER OPTIC LINE	PROP	PROPOSED	
PROPOSED CONCRETE	39.0	TBC CALLOUT UNLESS OTHERWISE DESIGNATED	
PROPOSED ASPHALT			
PROPOSED LANDSCAPING			



VICINITY MAP
NOT TO SCALE

SHEET INDEX

	CV	COVER SHEET
	C0.1	SLOPE ANALYSIS MAP
1	C0.2	OVERALL MASTER PLAN
	C1.0	SITE PLAN
	C2.0	GRADING PLAN
	C2.1	DRAINAGE PLAN
	C3.0	UTILITY PLAN
	C3.1	PLAN & PROFILE – SEWER MAIN EXTENSION
	C4.0	DETAIL SHEET
	C5.0	EROSION CONTROL PLAN (SWPPP)

PROJECT CONSTRUCTION NOTES:

1. CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION, 1–800–662–4111.
2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. SEE SOILS REPORT FOR PAVEMENT SECTION DETAILS, INSTALLATION SPECIFICATIONS AND ALL SITE EARTHWORK REQUIRMENTS.
4. ALL CONSTRUCTION SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS. IF A CONFLICT BETWEEN THESE PLANS AND THE CITY STANDARDS AND SPECIFICATIONS OCCURS, THE CITY STANDARDS AND SPECIFICATIONS SHALL GOVERN.
5. ALL HANDICAP PARKING STALLS TO BE INSTALLED PER ADA STANDARDS. SLOPE ON ANY ADA STALL IS TO BE LESS THAN 2% IN ALL DIRECTIONS.
6. CONTRACTOR TO VERIFY PRIOR TO ANY CONSTRUCTION THAT THE BUILDING AND BUILDING LOCATION SHOWN ON CIVIL DRAWINGS MATCHES THE ARCHITECTURAL PLANS.
7. CONTRACTOR TO VERIFY, WITH ARCHITECT, THAT F.F. ELEVATION SHOWN ON CIVIL PLANS EQUALS THE ARCHITECTS 100.0' ELEVATION.
8. CONTRACTOR TO REPLACE IN KIND ANY AREAS THAT ARE DAMAGED DURING CONSTRUCTION.
9. INSTALL ALL SIDEWALKS PER CITY STANDARDS OR APWA PLAN NO. 231, 235, AND 236 WHERE APPLICABLE.
10. INSTALL ALL CONCRETE PAVEMENT JOINTS PER CITY STANDARDS OR APWA PLAN NO. 261.
11. ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL PER APWA STANDARDS AND SPECIFICATIONS.
12. ALL CATCH BASINS AND MANHOLES TO BE INSTALLED PER CITY STANDARDS.
13. ALL STORM DRAIN PIPING TO BE CUT OFF FLUSH WITH INSIDE WALL OF DRAINAGE BOX. INSIDE WALL TO BE GROUTED SMOOTH WITH A NON–SHRINK GROUT.
14. FOR STORM DRAIN INLET BOXES AND MANHOLES THE I.E. IN AND I.E. OUT ELEVATIONS ARE THE SAME UNLESS OTHERWISE CALLED OUT ON THE PLANS
15. ALL WATER LINES TO HAVE A MINIMUM 5' OF COVER WITH A MINIMUM VERTICAL CLEARANCE OF 1' OF COVER BETWEEN OTHER UTILITY LINES (1.5' VERTICAL SEPARATION WITH SEWER).
16. THRUST BLOCKS TO BE INSTALLED PER APWA PLAN NO'S 561 AND 562. SEE DETAIL SHEET C5.
17. CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS AND CABLE TV SERVICES WITH THE RESPECTIVE UTILITY COMPANY.
18. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITY PIPES, LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED AND SHOWN FROM SURVEYED INFORMATION AND EXISTING UTILITY LOCATIONS PROVIDED BY OTHERS. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITY INFORMATION IS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE STAKES AND FIELD VERIFYING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY PIPES, LINES AND STRUCTURES, PRIOR TO CONSTRUCTION.
19. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.
20. PUBLIC WAY IMPROVEMENTS SUCH AS EXISTING CURB, GUTTER, SIDEWALK AND DRIVE APPROACHES REQUIRE INSPECTION BY THE SLC ENGINEERING DEPT. PRIOR TO FINAL INSPECTION AND CERTIFICATION OF OCCUPANCY ISSUANCE, TO DETERMINE REPLACEMENT REQUIREMENTS OF DEFECTIVE AND HAZARDOUS CONDITIONS.
21. ALL CURB AND GUTTER DONE WITHIN THE PUBLIC WAY SHALL BE CONSTRUCTED AS PER APWA 205A, AND 251 OR 252.
22. THE DRIVE APPROACHES APRONS MUST BE CONCRETE TO THE PROPERTY LINE.
23. ALL ACCESSIBLE ROUTES AND ACCESSIBLE MEANS OF EGRESS ROUTES, THE MAXIMUM SLOPE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. ALL EXTERIOR LANDINGS AT DOORS SHALL NOT EXCEED 2% SLOPE.

FIRE DEPARTMENT NOTES:

1. FIRE HYDRANTS SHALL BE EQUIPPED WITH ONE 4½", AND 2½" OUTLETS, WHICH HAS NATIONAL STANDARD THREADS (NST).
2. FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE CENTER LINE OF THE LOWEST CAP, NUT SHALL NOT BE CLOSER THAN 18" FROM THE FINISHED GRADE.
3. FIRE HYDRANTS SHALL HAVE THE 4½" BUTT FACING THE FIRE ACCESS ROADWAY.
4. UNDERGROUND PIPING SHALL BE TESTED AT 200 PSIA FOR TWO HOURS. TEST CERTIFICATE SHALL BE PROVIDED TO FIRE DEPARTMENT OFFICE.
5. BURNING OF TRASH, SCRAP WOOD OR OTHER MATERIALS IS A VIOLATION OF CITY ORDINANCE.
6. A 3 FOOT CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AROUND FIRE EQUIPMENT TO INCLUDE BUT NOT LIMITED TO HYDRANTS, FIRE DEPARTMENT CONNECTIONS AND FIRE SUPPRESSION CONTROL VALVES.
7. NEW FIRE HYDRANTS SHALL BE COLOR CODED AND BE DIRECTED BY PUBLIC UTILITIES AS TO THE COLOR AND SHADE OF THE HYDRANT BONNET.
8. FIRE HYDRANTS SHALL BE EQUIPPED WITH AN INDEPENDENT LATERAL CONTROL VALVE PLACED AT THE BASE INLET OF THE FIRE HYDRANT.
9. FIRE DEPARTMENT ACCESS ROADS AND FIRE HYDRANTS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE FOOTINGS AND FOUNDATIONS OF ANY STRUCTURE. FIRE HYDRANTS SHALL BE ACCESSIBLE, OPERATIONAL AND MAINTAINED IN THAT CAPACITY.
10. WATER LATERALS WHICH ARE 16 FOOT IN LENGTH OR LONGER SHALL BE PROVIDED WITH CONTROL VALVES AT THE TAP OF THE WATER MAIN AND AT THE FIRE HYDRANT.
11. WATER LATERALS WHICH SUPPLY WATER BASED FIRE PROTECTION SHALL BE FERROUS PIPE WHEN PASSING UNDER OR THROUGH FOOTINGS OR FOUNDATION WALLS.

CIVIL ENGINEER:
CIR | CIVIL ENGINEERING + SURVEYING

ARCHITECT:
AE URBIA
909 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UTAH 84095
CONTACT PERSON: GARRETT MACKLIN
PH: (801) 746–0456

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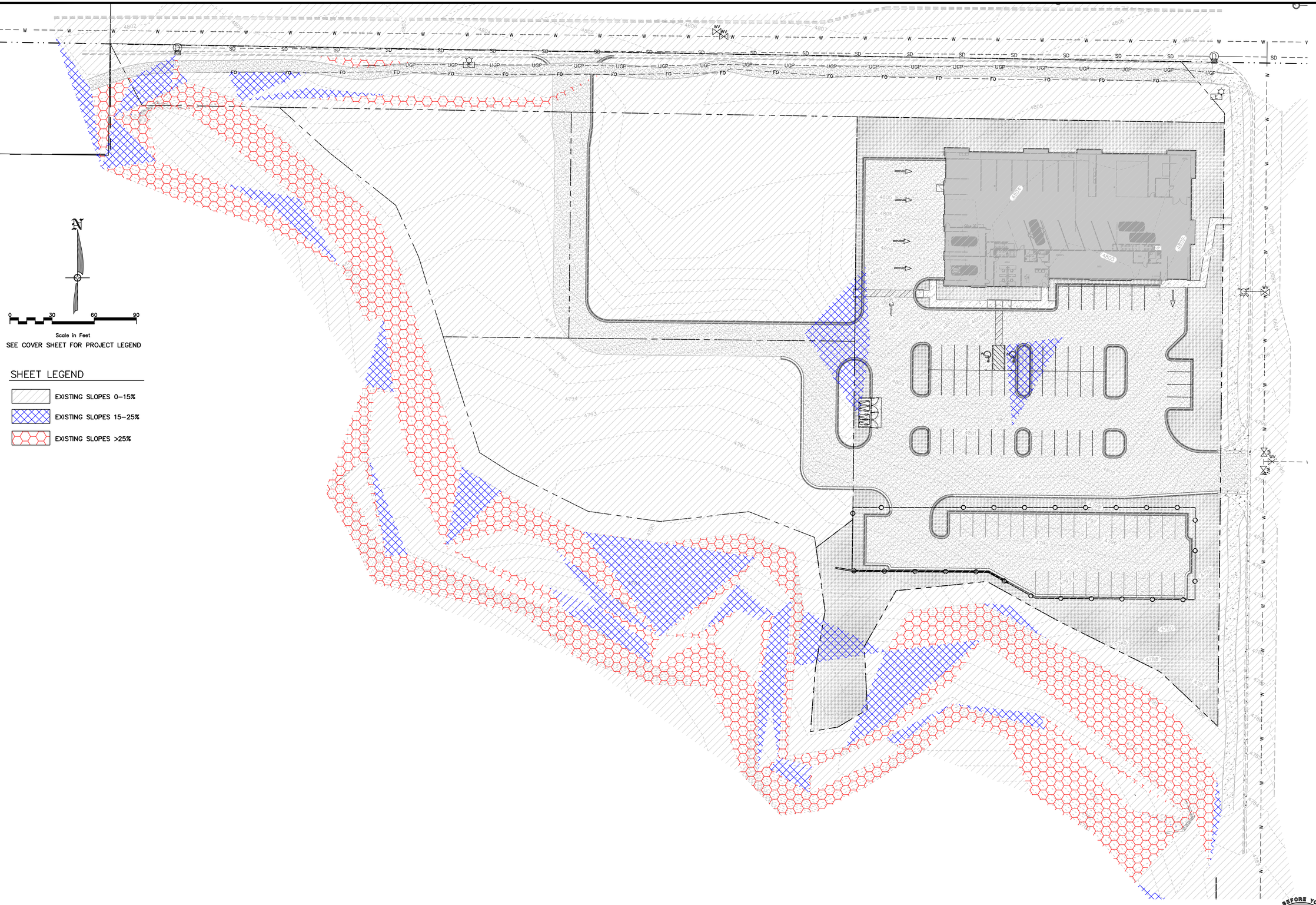
NO	REVISIONS	BY	DATE



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		TLH	11/04/20

COMMENTS

DESIGNER:

PROJECT ENGINEER:

CIR CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 – 801-949-6296

CASCADE COLLISION

PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

SLOPE ANALYSIS MAP

LICENSED PROFESSIONAL ENGINEER
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

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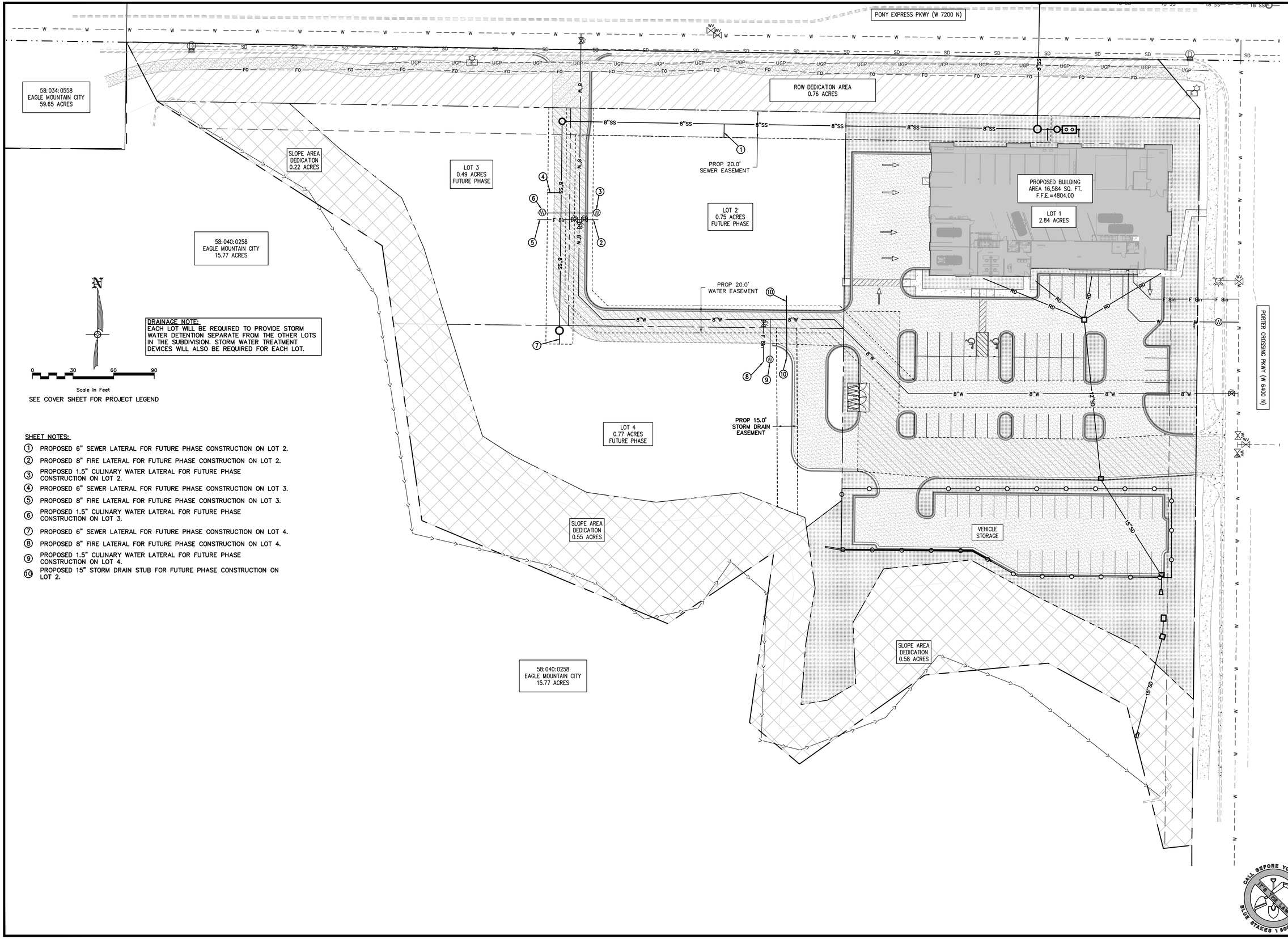
SHEET NO.	
C0.1	
PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE: 1"=30'



SEE COVER SHEET FOR PROJECT LEGEND

DRAINAGE NOTE:
EACH LOT WILL BE REQUIRED TO PROVIDE STORM WATER DETENTION SEPARATE FROM THE OTHER LOTS IN THE SUBDIVISION. STORM WATER TREATMENT DEVICES WILL ALSO BE REQUIRED FOR EACH LOT.

SHEET NOTES:

1. PROPOSED 6" SEWER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 2.
2. PROPOSED 8" FIRE LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 2.
3. PROPOSED 1.5" CULINARY WATER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 2.
4. PROPOSED 6" SEWER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 3.
5. PROPOSED 8" FIRE LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 3.
6. PROPOSED 1.5" CULINARY WATER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 3.
7. PROPOSED 6" SEWER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 4.
8. PROPOSED 8" FIRE LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 4.
9. PROPOSED 1.5" CULINARY WATER LATERAL FOR FUTURE PHASE CONSTRUCTION ON LOT 4.
10. PROPOSED 15" STORM DRAIN STUB FOR FUTURE PHASE CONSTRUCTION ON LOT 2.

COMMENTS	NO.	REVISIONS	BY	DATE
			TLH	11/04/20

DESIGNER:
PROJECT ENGINEER:

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SLC, Utah 84119 - 801-949-6296

CASCADE COLLISION

PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

OVERALL MASTER PLAN

LICENSED PROFESSIONAL ENGINEER
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

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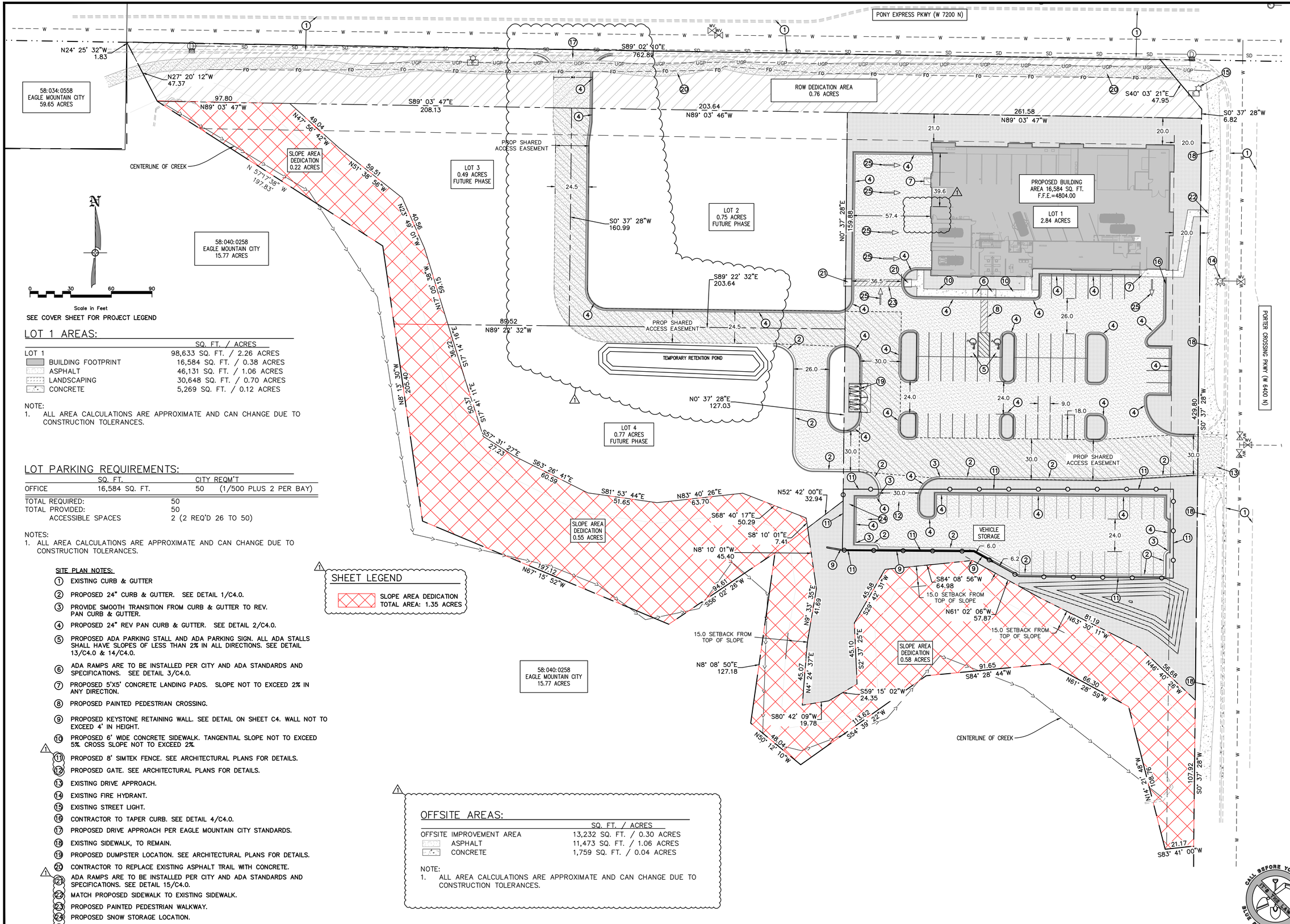
SHEET NO.	
C0.2	
PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE: 1"=30'



SEE COVER SHEET FOR PROJECT LEGEND

LOT 1 AREAS:

	SQ. FT. / ACRES
LOT 1	98,633 SQ. FT. / 2.26 ACRES
BUILDING FOOTPRINT	16,584 SQ. FT. / 0.38 ACRES
ASPHALT	46,131 SQ. FT. / 1.06 ACRES
LANDSCAPING	30,648 SQ. FT. / 0.70 ACRES
CONCRETE	5,269 SQ. FT. / 0.12 ACRES

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT PARKING REQUIREMENTS:

	SQ. FT.	CITY REQM'T	
OFFICE	16,584 SQ. FT.	50	(1/500 PLUS 2 PER BAY)
TOTAL REQUIRED:		50	
TOTAL PROVIDED:		50	
ACCESSIBLE SPACES		2 (2 REQ'D 26 TO 50)	

NOTES:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

SITE PLAN NOTES:

1. EXISTING CURB & GUTTER
2. PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
3. PROVIDE SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
4. PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL 2/C4.0.
5. PROPOSED ADA PARKING STALL AND ADA PARKING SIGN. ALL ADA STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 13/C4.0 & 14/C4.0.
6. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 3/C4.0.
7. PROPOSED 5'X5' CONCRETE LANDING PADS. SLOPE NOT TO EXCEED 2% IN ANY DIRECTION.
8. PROPOSED PAINTED PEDESTRIAN CROSSING.
9. PROPOSED KEYSTONE RETAINING WALL. SEE DETAIL ON SHEET C4. WALL NOT TO EXCEED 4' IN HEIGHT.
10. PROPOSED 6' WIDE CONCRETE SIDEWALK. TANGENTIAL SLOPE NOT TO EXCEED 5% CROSS SLOPE NOT TO EXCEED 2%.
11. PROPOSED 8' SIMTEK FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
12. PROPOSED GATE. SEE ARCHITECTURAL PLANS FOR DETAILS.
13. EXISTING DRIVE APPROACH.
14. EXISTING FIRE HYDRANT.
15. EXISTING STREET LIGHT.
16. CONTRACTOR TO TAPER CURB. SEE DETAIL 4/C4.0.
17. PROPOSED DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS.
18. EXISTING SIDEWALK, TO REMAIN.
19. PROPOSED DUMPSTER LOCATION. SEE ARCHITECTURAL PLANS FOR DETAILS.
20. CONTRACTOR TO REPLACE EXISTING ASPHALT TRAIL WITH CONCRETE.
21. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 15/C4.0.
22. MATCH PROPOSED SIDEWALK TO EXISTING SIDEWALK.
23. PROPOSED PAINTED PEDESTRIAN WALKWAY.
24. PROPOSED SNOW STORAGE LOCATION.
25. PROPOSED DIRECTIONAL ARROW.

SHEET LEGEND

SLOPE AREA DEDICATION
TOTAL AREA: 1.35 ACRES

OFFSITE AREAS:

	SQ. FT. / ACRES
OFFSITE IMPROVEMENT AREA	13,232 SQ. FT. / 0.30 ACRES
ASPHALT	11,473 SQ. FT. / 1.06 ACRES
CONCRETE	1,759 SQ. FT. / 0.04 ACRES

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

NO.	REVISIONS	BY	DATE

PONY EXPRESS PKWY (W 7200 N)

58:034:0558
EAGLE MOUNTAIN CITY
59.65 ACRES

SLOPE AREA
DEDICATION
0.22 ACRES

LOT 3
0.49 ACRES
FUTURE PHASE

LOT 2
0.75 ACRES
FUTURE PHASE

PROPOSED BUILDING
AREA 16,584 SQ. FT.
F.F.E.=4804.00

58:040:0258
EAGLE MOUNTAIN CITY
15.77 ACRES

TEMPORARY RETENTION POND

LOT 4
0.77 ACRES
FUTURE PHASE

PORTER CROSSING PKWY (W 6400 N)

SLOPE AREA
DEDICATION
0.55 ACRES

15.0 SETBACK FROM
TOP OF SLOPE

15.0 SETBACK FROM
TOP OF SLOPE

15.0 SETBACK FROM
TOP OF SLOPE

SLOPE AREA
DEDICATION
0.58 ACRES

58:040:0258
EAGLE MOUNTAIN CITY
15.77 ACRES

N

0 30 60 90
Scale in Feet

SEE COVER SHEET FOR PROJECT LEGEND

NO.	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

DESIGNER:
PROJECT ENGINEER:

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SLC, Utah 84119 - 801-949-6296

CASCADE COLLISION
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

GRADING PLAN

PROFESSIONAL ENGINEER
LICENSED
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

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SHEET NO.
C2.0

PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE: 1"=30'

PONY EXPRESS PKWY (W 7200 N)

58:034:0558
EAGLE MOUNTAIN CITY
59.65 ACRES

SLOPE AREA
DEDICATION
0.22 ACRES

LOT 3
0.49 ACRES
FUTURE PHASE

LOT 2
0.75 ACRES
FUTURE PHASE

58:040:0258
EAGLE MOUNTAIN CITY
15.77 ACRES

PROPOSED BUILDING
AREA 16,584 SQ. FT.
F.F.E.=4804.00

INSTALL 6" ADS ROOF DRAIN
L=46.2'± S=1.00%
END 5' FROM BUILDING AND SEE MECHANICAL
PLANS FOR CONTINUATION TO BUILDING

INSTALL 6" ADS ROOF DRAIN
L=32.6'± S=1.00%
END 5' FROM BUILDING AND SEE MECHANICAL
PLANS FOR CONTINUATION TO BUILDING

INSTALL 6" ADS ROOF DRAIN
L=80.5'± S=1.00%
END 5' FROM BUILDING AND SEE MECHANICAL
PLANS FOR CONTINUATION TO BUILDING

INSTALL 6" ADS ROOF DRAIN
L=66.2'± S=1.00%
END 5' FROM BUILDING AND SEE MECHANICAL
PLANS FOR CONTINUATION TO BUILDING

INSTALL 15" ADS STORM DRAIN
L=45.2'± S=2.21%

TEMPORARY RETENTION POND

PROP 15.0'
STORM DRAIN
EASEMENT

LOT 4
0.77 ACRES
FUTURE PHASE

Structure – (1)
INSTALL 3'x3' SD JUNCTION BOX
TOL=4801.87
SUMP EL=4798.65
INV IN ELEV (W)= 4798.65
INV IN ELEV (NW)= 4798.65
INV IN ELEV (N)= 4798.65
INV IN ELEV (NE)= 4798.65
INV OUT ELEV (S)= 4798.65

INSTALL 12" ADS STORM DRAIN
L=119.0'± S=5.67%

Structure – (2)
INSTALL 2'x3' SD CURB INLET BOX
TOG=4795.36
SUMP EL=4791.90
INV IN ELEV (N)= 4791.90
INV OUT ELEV (SE)= 4791.90

INSTALL 15" ADS STORM DRAIN
L=84.0'± S=4.11%

Structure – (3)
INSTALL 2'x3' SD CURB INLET BOX
W/SNOUT OIL/WATER SEPARATOR
TOG=4791.90
SUMP EL=4785.32
INV IN ELEV (NW)= 4788.45
INV OUT ELEV (S)= 4788.45

INSTALL 15" ADS STORM DRAIN
L=13.8'± S=3.26%

Structure – (4)
INSTALL FLARED END SECTION
FL OUT ELEV (N)= 4788.00

INSTALL 12" ADS STORM DRAIN
L=15.7'± S=0.10%

Structure – (5)
INSTALL OUTLET STRUCTURE
W/ 3.3" ORIFICE PLATE AND SNOUT
OIL/WATER SEPARATOR SEE DETAIL 12/C4
FL=4787.00
SUMP EL=4785.00
INV OUT ELEV (S)= 4787.00

Structure – (6)
INSTALL 3'x3' SD INLET BOX
TOG=4791.00
SUMP EL=4783.98
INV IN ELEV (N)= 4786.98
INV OUT ELEV (S)= 4786.98

Structure – (7)
INSTALL FLARED END SECTION
FL OUT ELEV (N)= 4782.00

INSTALL 15" RCP STORM DRAIN
L=77.0'± S=6.48%

15.0 SETBACK FROM
TOP OF SLOPE

HIGH WATER ELEVATION =4791.00

15.0 SETBACK FROM
TOP OF SLOPE

15.0 SETBACK FROM
TOP OF SLOPE

SLOPE AREA
DEDICATION
0.55 ACRES

SLOPE AREA
DEDICATION
0.58 ACRES

58:040:0258
EAGLE MOUNTAIN CITY
15.77 ACRES

CENTERLINE OF CREEK

PORTER CROSSING PKWY (W 6400 N)

N

0 30 60 90
Scale in Feet

SEE COVER SHEET FOR PROJECT LEGEND

SHEET LEGEND

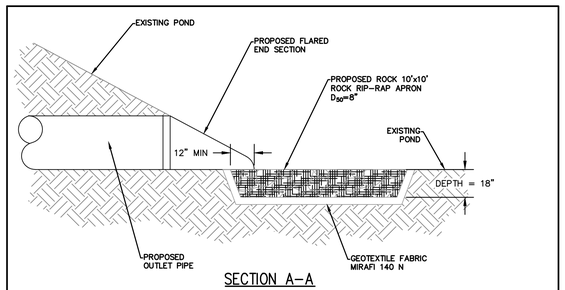
DETENTION AREA

DRAINAGE CALULCATION SUMMARY:

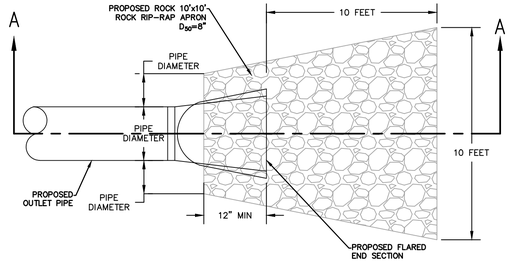
DESIGN STORM	=	100-YEAR, 24-HR
DETENTION VOLUME REQURIED	=	3,683 CU. FT.
DETENTION VOLUME PROVIDED	=	3,937 CU. FT.
RELEASE RATE	=	0.55 CFS (0.19CFS/ACRE)
ORIFICE SIZE/ELEVATION	=	3.3" AT 4786.98
PRE-TREATMENT DEVICE	=	18F BMP SNOUT OIL/WATER SEPARATOR

DRAINAGE PLAN NOTES:

1. INSTALL RIP-RAP EROSION PROTECTION. D50=8" SEE DETAIL BELOW.
2. END PROPOSED 15" STORM DRAIN 10' PAST CURB & GUTTER, I.E.=4797.00. CAP AND MARK FOR FUTURE CONNECTION.
3. END PROPOSED 15" STORM DRAIN 10' PAST EDGE OF ASPHALT, I.E.=4796.00. CAP AND MARK FOR FUTURE CONNECTION.



SECTION A-A



PLAN VIEW

1 ROCK RIP-RAP DETAIL
N.T.S.

NO	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

DESIGNER:
PROJECT ENGINEER:

CIR CIVIL ENGINEERING + SURVEYING
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SLC, Utah 84119 - 801-949-6296

CASCADE COLLISION
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

DRAINAGE PLAN

PROFESSIONAL ENGINEER
LICENSED
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

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SHEET NO.
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PROJECT ID	DATE:
S1070-01	10/27/20
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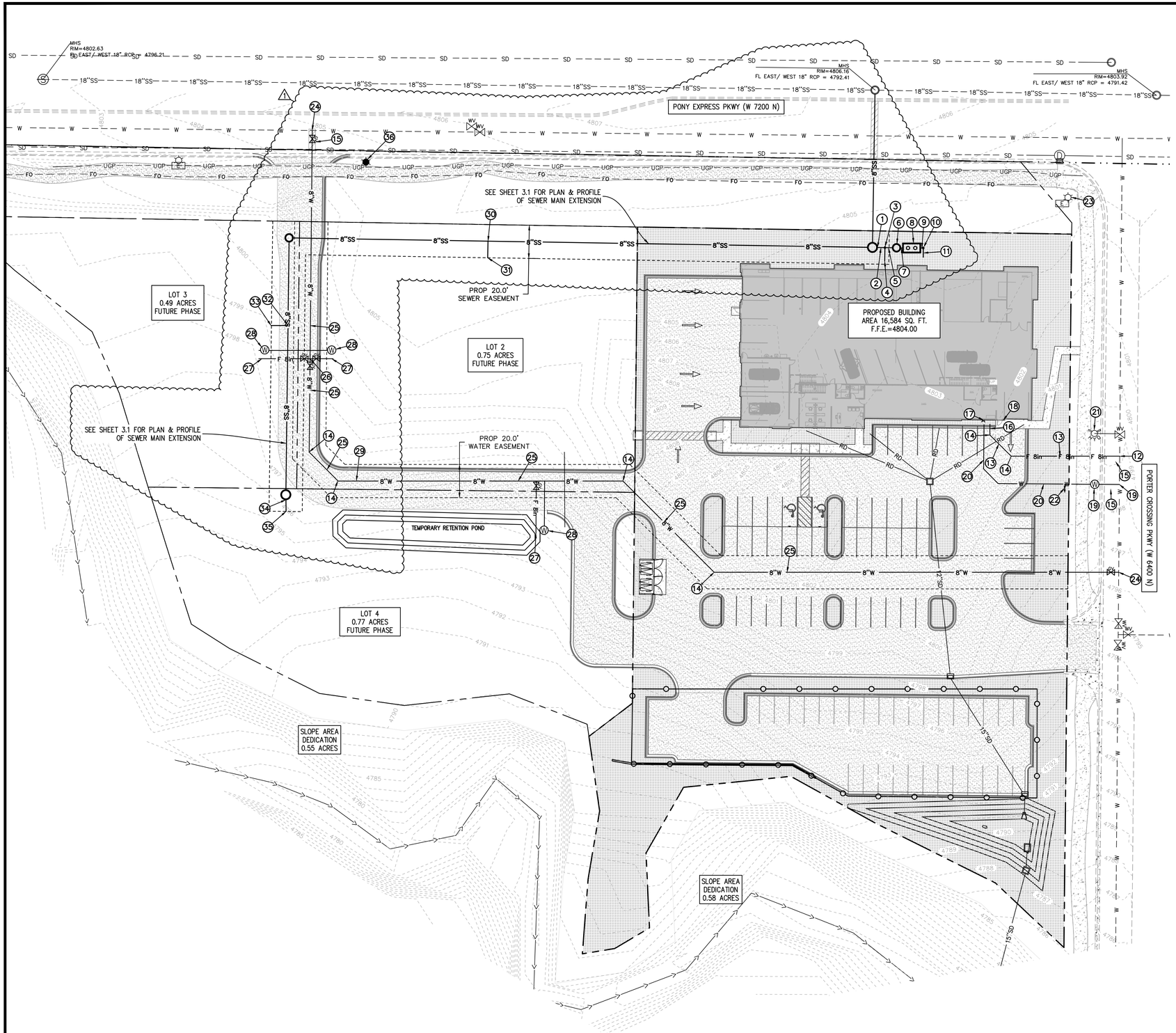

1 UTILITY NOTE: SEE SHEET C3.1 FOR SEWER MAIN EXTENSION IMPROVEMENTS

N

0 30 60 90

Scale in Feet

SEE COVER SHEET FOR PROJECT LEGEND

1. CONNECT PROPOSED 6" SEWER LATERAL TO PROPOSED 5' SEWER MANHOLE AT I.E.=4794.72 PER EAGLE MOUNTAIN STANDARDS AND SPECIFICATIONS.
2. INSTALL 5'± OF 6" PVC SEWER PIPE, S=1.0%
3. INSTALL 6" 90° WYE AND 6" CLEANOUT WYE, TOL=MATCH TOP OF LANDSCAPE (4804.4±), I.E.=4794.77.
4. INSTALL 8'± OF 6" PVC SEWER PIPE, S=1.0% END PIPE 5' FROM BUILDING (I.E.=4794.85) AND SEE MECHANICAL PLANS FOR CONTINUATION INTO BUILDING.
5. INSTALL 5'± OF 6" PVC SEWER PIPE, S=1.0%
6. INSTALL SAMPLING MANHOLE PER EAGLE MOUNTAIN AND APWA STANDARDS AND SPECIFICATIONS. TOL=4804.3±, I.E(IN)=4795.02, I.E.(OUT)=4794.82.
7. INSTALL 2'± OF 6" PVC SEWER PIPE, S=1.0%
8. INSTALL GREASE INTERCEPTOR PER EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS. TOL=MATCH TOP OF LANDSCAPE (4804.3±), I.E.=4795.04. SEE PLUMBING PLANS FOR SIZING CALCULATIONS.
9. INSTALL 2'± OF 6" PVC SEWER PIPE, S=1.0%
10. INSTALL 6" 90° BEND AND 6" CLEANOUT WYE, TOL=MATCH TOP OF LANDSCAPE (4804.2±), I.E.=4795.06.
11. INSTALL 6'± OF 6" PVC SEWER PIPE, S=1.0% END PIPE 5' FROM BUILDING (I.E.=4795.12) AND SEE MECHANICAL PLANS FOR CONTINUATION INTO BUILDING.
12. CONNECT TO EXISTING WATER MAIN AND INSTALL 8" FIRE LATERAL AND 8" GATE VALVE PER EAGLE MOUNTAIN CITY AND APWA STANDARDS AND SPECIFICATIONS.
13. INSTALL 8" PVC C-900 DR-14 FIRE LINE PER EAGLE MOUNTAIN CITY AND APWA STANDARDS AND SPECIFICATIONS.
14. INSTALL 8" 45° BEND W/THRUST BLOCKS.
15. SAW CUT ASPHALT FOR TRENCHING OF UTILITY LATERALS. REPAIR ASPHALT PER APWA PLAN 255.
16. END 8" PVC C-900 DR-14 FIRE LINE 5' FROM BUILDING AND SEE FIRE SPRINKLER PLANS FOR CONTINUATION INTO BUILDING.
17. PROPOSED WALL MOUNTED FDC.
18. INSTALL KNOX BOX 3200 SERIES KEY BOX FOR FIRE DEPARTMENT ACCESS.
19. CONNECT TO EXISTING WATER MAIN AND INSTALL 1.5" WATER LATERAL AND 1.5" WATER METER PER EAGLE MOUNTAIN CITY AND APWA STANDARD.
20. INSTALL 1.5" HDPE CTS-OD SDR-9 POLY PIPE W/BENDS. END PIPE 5' FROM BUILDING AND SEE MECHANICAL PLANS FOR CONTINUATION INTO BUILDING.
21. EXISTING FIRE HYDRANT.
22. INSTALL 1" IRRIGATION STUB AND VAULT PER APWA STANDARDS AND SPECIFICATIONS. SEE IRRIGATION PLANS FOR CONTINUATION TO BACKFLOW PREVENTOR.
23. EXISTING STREET LIGHT.
24. CONNECT TO EXISTING WATER MAIN AND INSTALL 8" WATER MIAN AND 8" GATE VALVE PER EAGLE MOUNTAIN CITY AND APWA STANDARDS AND SPECIFICATIONS.
25. INSTALL 8" PVC C-900 DR-14 WATER MAIN PER EAGLE MOUNTAIN CITY AND APWA STANDARDS AND SPECIFICATIONS.
26. INSTALL 8" CROSS & 8" GATE VALVE W/ THRUST BLOCKS.
27. INSTALL 8" PVC C-900 DR-14 FIRE LATERALS. CAP AND MARK END FOR FUTURE CONNECTION.
28. INSTALL 1.5" WATER LATERAL AND WATER METER VAULT. CAP AND MARK END FOR FUTURE USE.
29. INSTALL 8" TEE & 8" GATE VALVE W/ THRUST BLOCK.
30. CONNECT TO PROPOSED 8" SEWER PIPE AND INSTALL 6" SEWER LATERAL PER EAGLE MOUNTAIN AND APWA STANDARDS. I.E.(8")=4795.12, I.E.(6")=4795.78.
31. INSTALL 10'± OF 6" PVC SEWER PIPE, S=1.0%, I.E.=4795.88. CAP AND MARK FOR FUTURE CONNECTION.
32. CONNECT TO PROPOSED 8" SEWER PIPE AND INSTALL 6" SEWER LATERAL PER EAGLE MOUNTAIN AND APWA STANDARDS. I.E.(8")=4796.02, I.E.(6")=4796.69.
33. INSTALL 10'± OF 6" PVC SEWER PIPE, S=1.0%, I.E.=4796.79. CAP AND MARK FOR FUTURE CONNECTION.
34. CONNECT PROPOSED 6" SEWER LATERAL TO PROPOSED 5' SEWER MANHOLE AT I.E.=4796.99 PER EAGLE MOUNTAIN STANDARDS AND SPECIFICATIONS.
35. INSTALL 10'± OF 6" PVC SEWER PIPE, S=1.0%, I.E.=4797.09. CAP AND MARK FOR FUTURE CONNECTION.
36. INSTALL STREETLIGHT PER EAGLE MOUNTAIN STANDARDS AND SPECIFICATIONS.

NO.	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

DESIGNER:

PROJECT ENGINEER:

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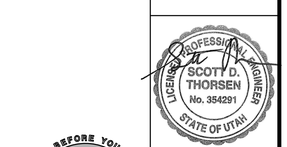
SLC, Utah 84119 - 801-949-6296

CASCADE COLLISION

PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

UTILITY PLAN



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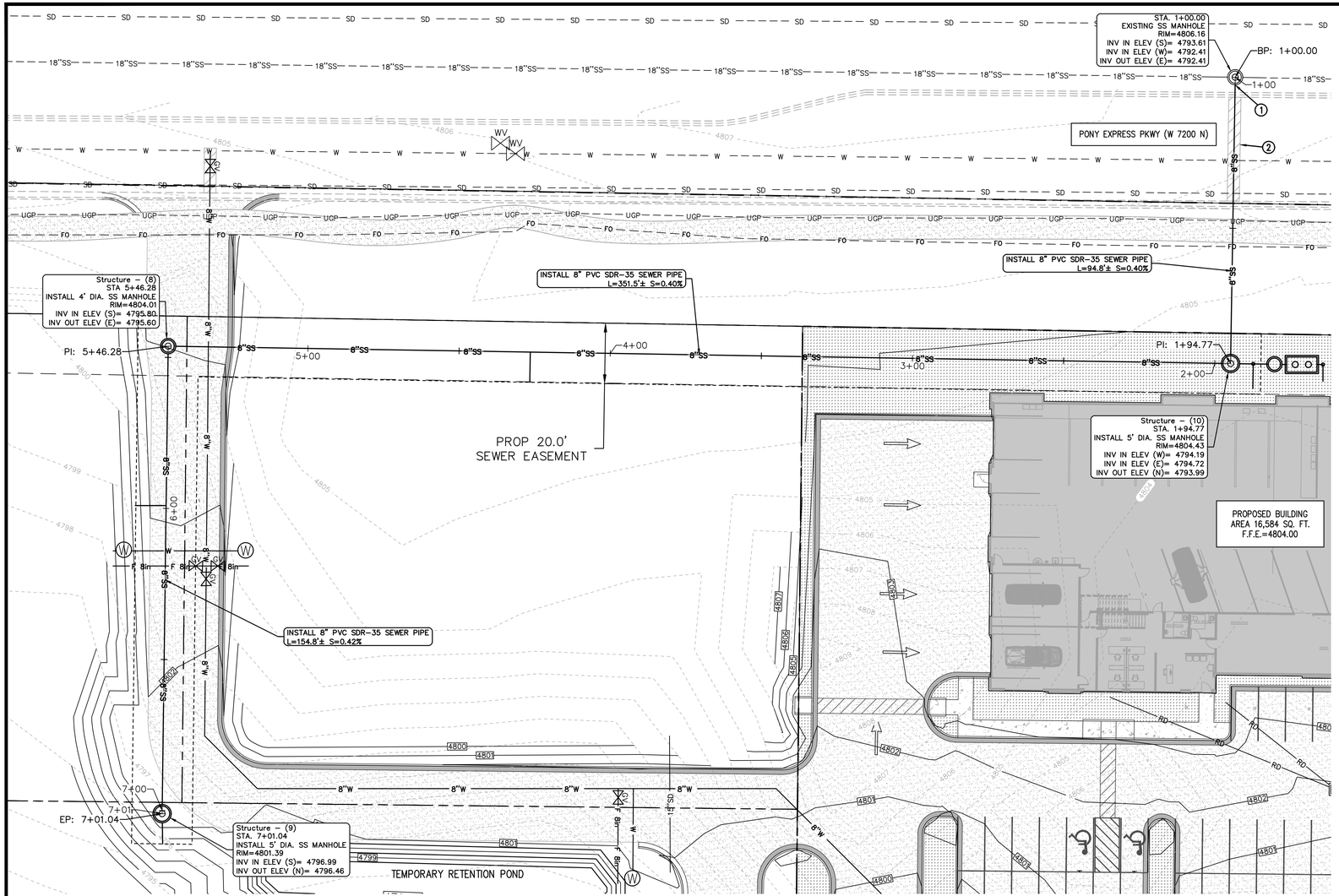
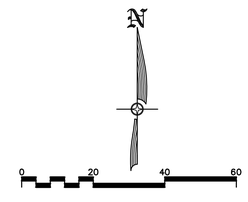
SHEET NO.	C3.0
PROJECT ID	S1070-01
DATE:	10/27/20
FILE NAME:	PRJ-TEM
SCALE:	1"=30'



1 UTILITY NOTE:
SEE SHEET C3.0 FOR UTILITY LATERALS AND WATER LINE IMPROVEMENTS

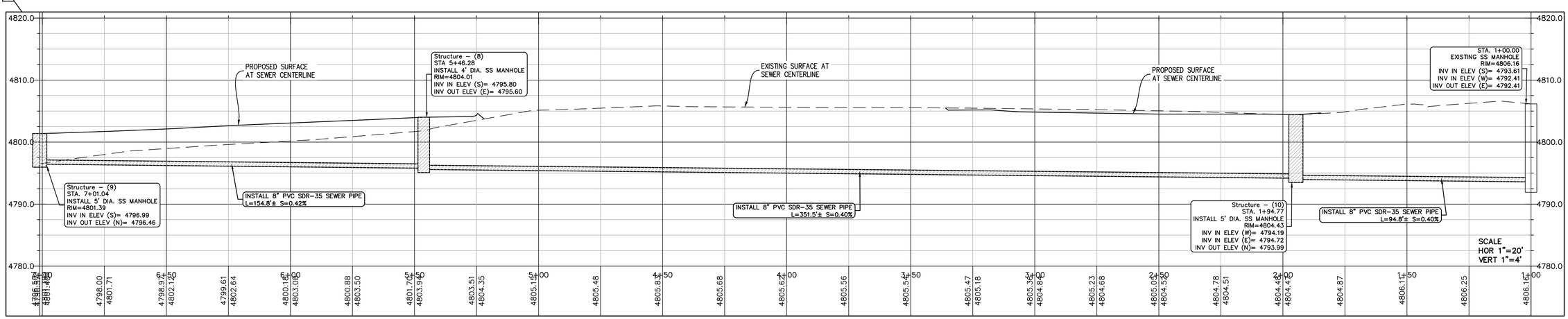


SEE COVER SHEET FOR PROJECT LEGEND

1 SHEET NOTES:

1. CONNECT PROPOSED 8" SEWER PIPE TO EXISTING SEWER MANHOLE AT I.E.=4793.61. ALL WORK TO BE DONE PER EAGLE MOUNTAIN STANDARDS AND SPECIFICATIONS.
2. SAW CUT EXISTING ASPHALT FOR TRENCHING OF UTILITY LATERALS. REPAIR ASPHALT PER APWA PLAN 255.

1



CALL BEFORE YOU DIG! BLUE STAKES 1 800 662 4111

CIR
CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 – 801-949-6296

NO.	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

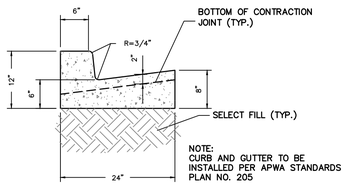
DESIGNER:
PROJECT ENGINEER:

CASCADE COLLISION
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

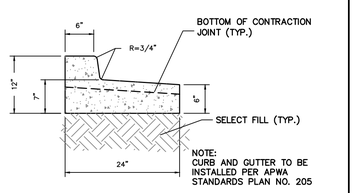
PLAN & PROFILE – SEWER MAIN EXTENSION

LICENSED PROFESSIONAL ENGINEER
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

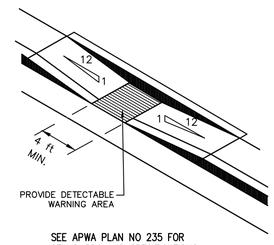
SHEET NO.	
C3.1	
PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE: 1"=20'



1 | 24" CURB & GUTTER
N.T.S.

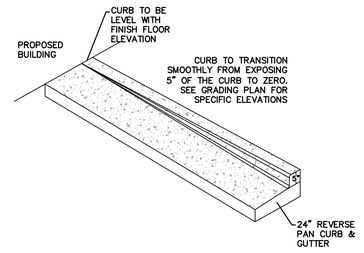


2 | 24" REVERSE PAN CURB & GUTTER
N.T.S.

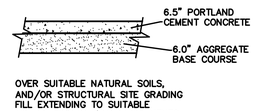


SEE APWA PLAN NO 235 FOR STANDARDS AND SPECIFICATIONS

3 | ADA RAMP
N.T.S.



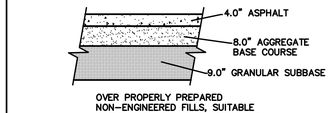
4 | TAPER CURB TO SIDEWALK (TYP)
N.T.S.



OVER SUITABLE NATURAL SOILS, AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS. (RIGID PAVEMENTS MUST NOT BE ESTABLISHED OVER NON-ENGINEERED FILLS.

PAVEMENT SECTIONS ARE PER THE JULY 2ND, 2012 GEOTECHNICAL STUDY BY ??? (JOB NO ??????). CONTRACTOR TO INSTALL ALL PAVEMENT PER THE GEOTECH REPORT.

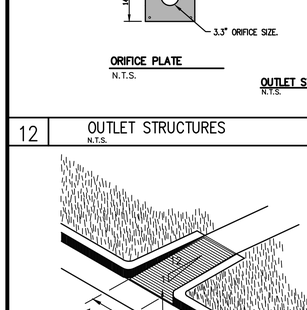
5 | CONCRETE PAVEMENT SECTION
N.T.S.



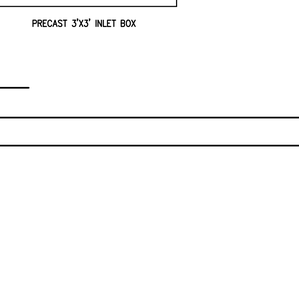
OVER PROPERLY PREPARED NON-ENGINEERED FILLS, SUITABLE NATURAL SOILS AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS.

PAVEMENT SECTIONS ARE PER THE JULY 2ND, 2012 GEOTECHNICAL STUDY BY ??? (JOB NO ??????). CONTRACTOR TO INSTALL ALL PAVEMENT PER THE GEOTECH REPORT.

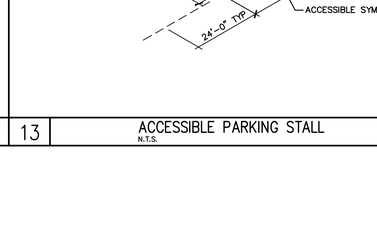
6 | ASPHALT PAVEMENT SECTION
N.T.S.



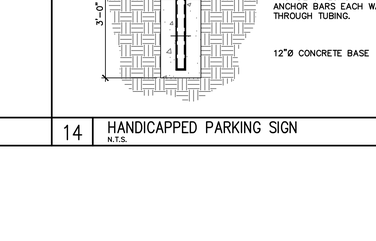
7 | STANDARD STORM DRAIN CURB INLET BOX
N.T.S.



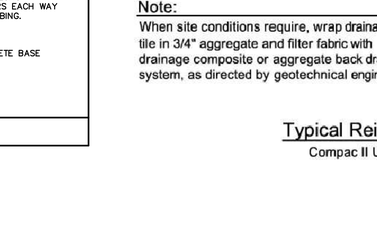
8 | STANDARD STORM DRAIN INLET BOX
N.T.S.



9 | ORIFICE PLATE
N.T.S.



10 | SNOUT OIL & DEBRIS STOP
N.T.S.



DIAMETER	CODE	WEIGHT
12"	FES12B	530#
15"	FES15B	740#
18"	FES18B	990#
24"	FES24B	1,540#
30"	FES30B	2,190#
36"	FES36B	4,100#
42"	FES42B	5,380#
48"	FES48B	6,550#

11 | CONCRETE FLARED END SECTION
N.T.S.

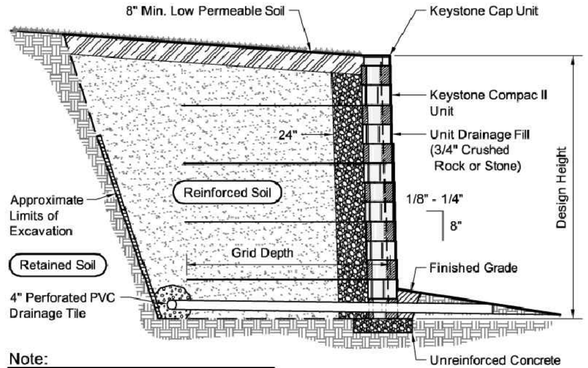
ORIFICE PLATE
N.T.S.

OUTLET STRUCTURES
N.T.S.

12 | OUTLET STRUCTURES
N.T.S.

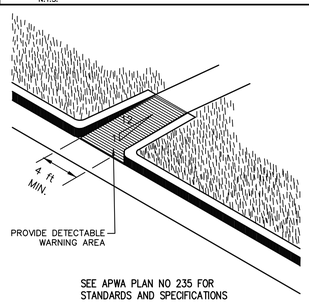
13 | ACCESSIBLE PARKING STALL
N.T.S.

14 | HANDICAPPED PARKING SIGN
N.T.S.



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section
Compac II Unit - Near Vertical Setback



SEE APWA PLAN NO 235 FOR STANDARDS AND SPECIFICATIONS

15 | ADA RAMP
N.T.S.

NO	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

DESIGNER:
PROJECT ENGINEER:

CIR CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 801-949-6296

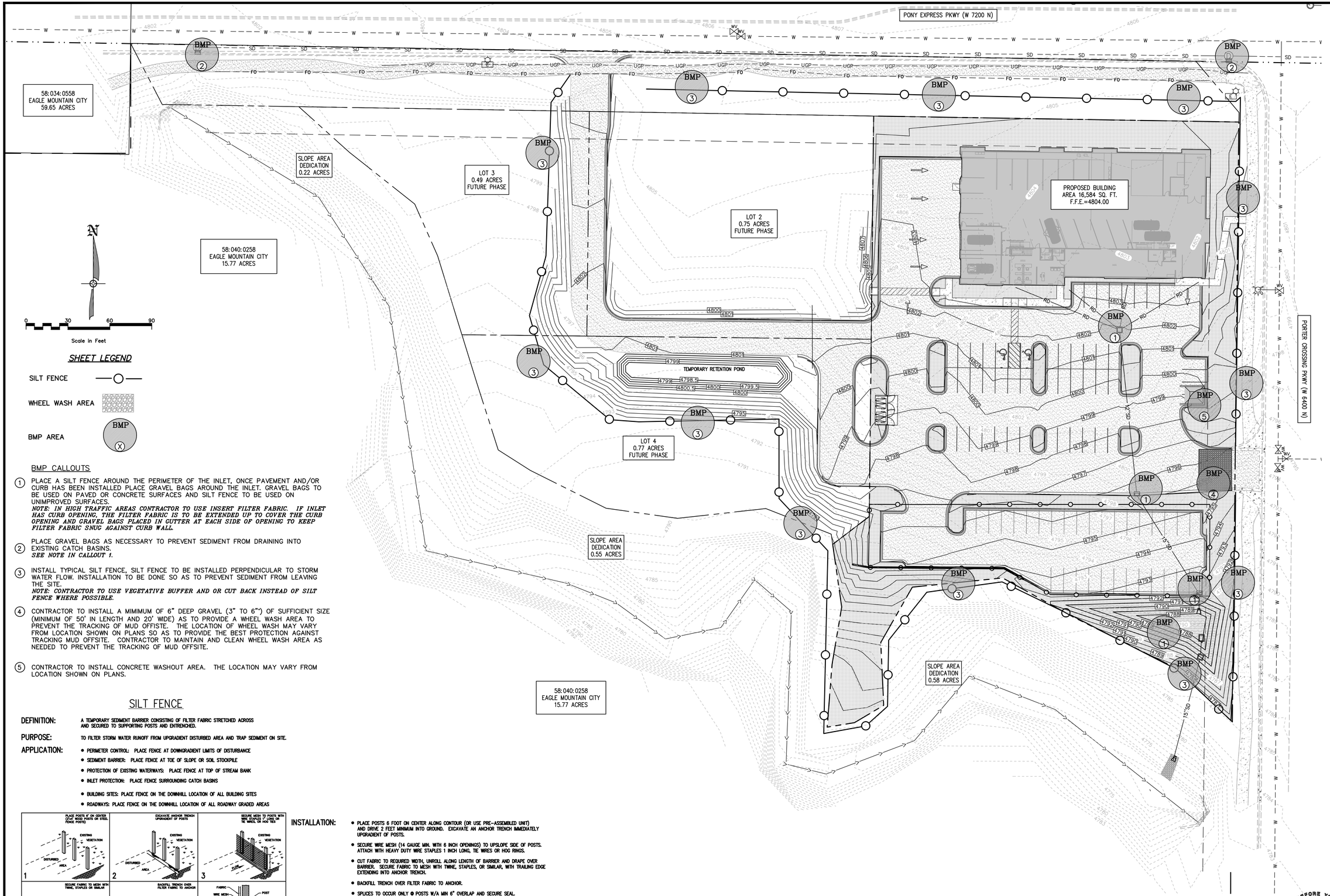
CASCADE COLLISION
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH
CONCEPT SITE LAYOUT

PROFESSIONAL ENGINEER
LICENSED
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

CALL BEFORE YOU DIG
IT'S THE LAW
BLUE STAKES 1 800 662 4111

SHEET NO.
C4.0

PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE:



SHEET LEGEND

SILT FENCE

WHEEL WASH AREA

BMP AREA

BMP CALLOUTS

1. PLACE A SILT FENCE AROUND THE PERIMETER OF THE INLET, ONCE PAVEMENT AND/OR CURB HAS BEEN INSTALLED PLACE GRAVEL BAGS AROUND THE INLET. GRAVEL BAGS TO BE USED ON PAVED OR CONCRETE SURFACES AND SILT FENCE TO BE USED ON UNIMPROVED SURFACES.
   NOTE: IN HIGH TRAFFIC AREAS CONTRACTOR TO USE INSERT FILTER FABRIC. IF INLET HAS CURB OPENING, THE FILTER FABRIC IS TO BE EXTENDED UP TO COVER THE CURB OPENING AND GRAVEL BAGS PLACED IN GUTTER AT EACH SIDE OF OPENING TO KEEP FILTER FABRIC SNUG AGAINST CURB WALL.
2. PLACE GRAVEL BAGS AS NECESSARY TO PREVENT SEDIMENT FROM DRAINING INTO EXISTING CATCH BASINS.
   SEE NOTE IN CALLOUT 1.
3. INSTALL TYPICAL SILT FENCE, SILT FENCE TO BE INSTALLED PERPENDICULAR TO STORM WATER FLOW. INSTALLATION TO BE DONE SO AS TO PREVENT SEDIMENT FROM LEAVING THE SITE.
   NOTE: CONTRACTOR TO USE VEGETATIVE BUFFER AND OR CUT BACK INSTEAD OF SILT FENCE WHERE POSSIBLE.
4. CONTRACTOR TO INSTALL A MIMIMUM OF 6" DEEP GRAVEL (3" TO 6"") OF SUFFICIENT SIZE (MINIMUM OF 50' IN LENGTH AND 20' WIDE) AS TO PROVIDE A WHEEL WASH AREA TO PREVENT THE TRACKING OF MUD OFFISTE. THE LOCATION OF WHEEL WASH MAY VARY FROM LOCATION SHOWN ON PLANS SO AS TO PROVIDE THE BEST PROTECTION AGAINST TRACKING MUD OFFSITE. CONTRACTOR TO MAINTAIN AND CLEAN WHEEL WASH AREA AS NEEDED TO PREVENT THE TRACKING OF MUD OFFSITE.
5. CONTRACTOR TO INSTALL CONCRETE WASHOUT AREA. THE LOCATION MAY VARY FROM LOCATION SHOWN ON PLANS.

SILT FENCE

DEFINITION: A TEMPORARY SEDIMENT BARRIER CONSISTING OF FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS AND ENTRENCHED.

PURPOSE: TO FILTER STORM WATER RUNOFF FROM UPGRADIENT DISTURBED AREA AND TRAP SEDIMENT ON SITE.

APPLICATION:
- PERIMETER CONTROL: PLACE FENCE AT DOWNGRADIENT LIMITS OF DISTURBANCE
- SEDIMENT BARRIER: PLACE FENCE AT TOE OF SLOPE OR SOIL STOCKPILE
- PROTECTION OF EXISTING WATERWAYS: PLACE FENCE AT TOP OF STREAM BANK
- INLET PROTECTION: PLACE FENCE SURROUNDING CATCH BASINS
- BUILDING SITES: PLACE FENCE ON THE DOWNHILL LOCATION OF ALL BUILDING SITES
- ROADWAYS: PLACE FENCE ON THE DOWNHILL LOCATION OF ALL ROADWAY GRADED AREAS

INSTALLATION:
- PLACE POSTS 6 FOOT ON CENTER ALONG CONTOUR (OR USE PRE-ASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS.
- SECURE WIRE MESH (14 GAUGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY WIRE STAPLES 1 INCH LONG, TIE WIRES OR HOG RINGS.
- CUT FABRIC TO REQUIRED WIDTH, UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.
- BACKFILL TRENCH OVER FILTER FABRIC TO ANCHOR.
- SPLICES TO OCCUR ONLY @ POSTS W/A MIN 6" OVERLAP AND SECURE SEAL.

MAINTENANCE:
- INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING FENCE.
- REPAIR OR REPLACE DAMAGED AREAS OF THE FENCE AND REMOVE ACCUMULATED SEDIMENT.
- REANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.
- REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

NO.	REVISIONS	BY	DATE
		TLH	11/04/20

COMMENTS

DESIGNER: PROJECT ENGINEER:

CIR CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 801-949-6296

CASCADE COLLISION

PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

EROSION CONTROL PLAN (SWPPP)

LICENSED PROFESSIONAL ENGINEER
SCOTT D. THORSEN
No. 354291
STATE OF UTAH

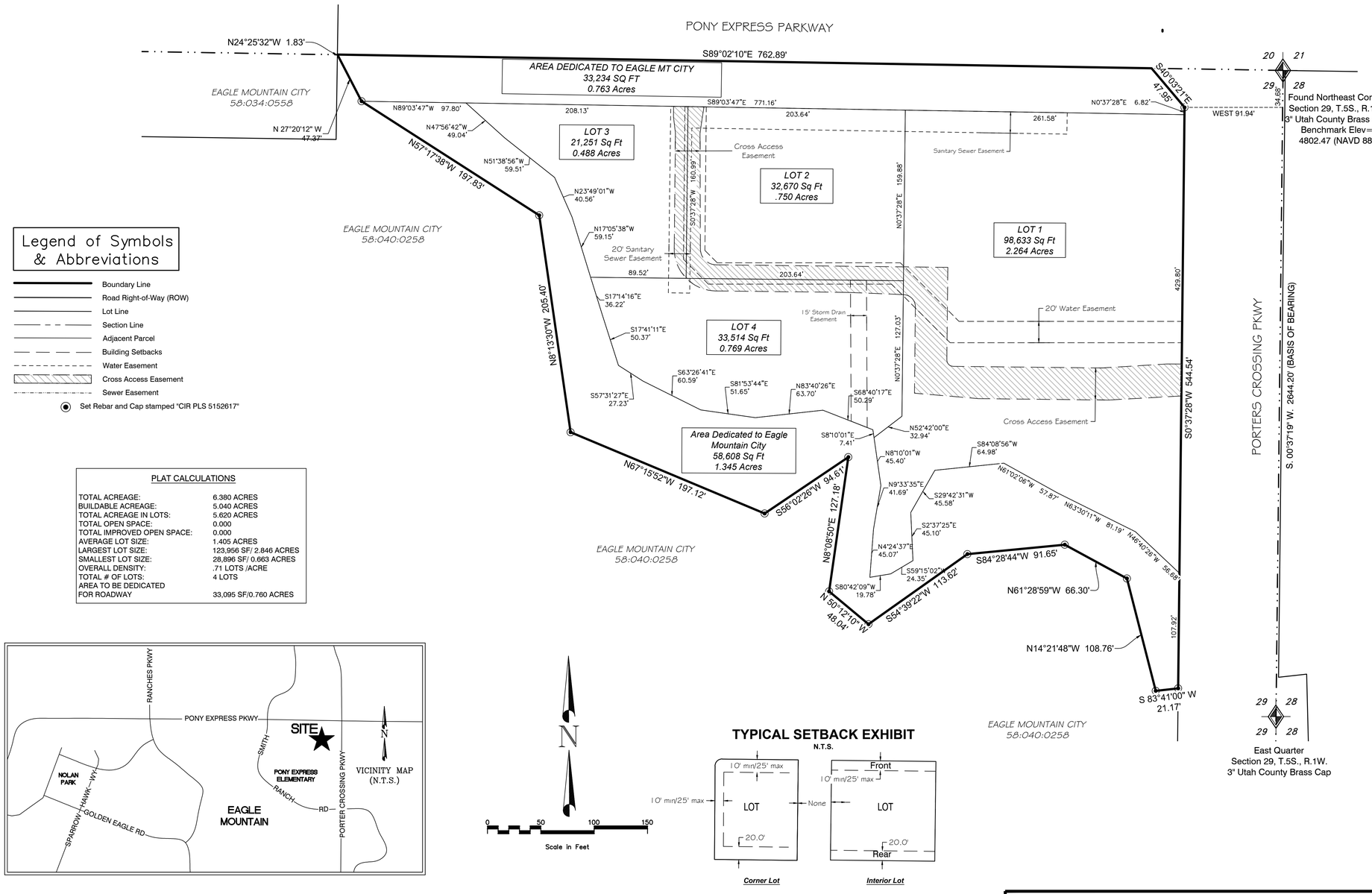
CALL BEFORE YOU DIG
IT'S THE LAW
BLUE STAKES 1 800 662 4111

SHEET NO.
C5.0

PROJECT ID	DATE:
S1070-01	10/27/20
FILE NAME: PRJ-TEM	SCALE: 1"=30'

SILVER FOX CASCADE SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN UTAH COUNTY, UTAH



Legend of Symbols & Abbreviations

- Boundary Line
- Road Right-of-Way (ROW)
- Lot Line
- Section Line
- Adjacent Parcel
- Building Setbacks
- Water Easement
- Cross Access Easement
- Sewer Easement
- Set Rebar and Cap stamped "CIR PLS 5152617"

PLAT CALCULATIONS

TOTAL ACREAGE:	6.380 ACRES
BUILDABLE ACREAGE:	5.040 ACRES
TOTAL ACREAGE IN LOTS:	5.620 ACRES
TOTAL OPEN SPACE:	0.000
TOTAL IMPROVED OPEN SPACE:	0.000
AVERAGE LOT SIZE:	1.405 ACRES
LARGEST LOT SIZE:	123,956 SF/ 2.846 ACRES
SMALLEST LOT SIZE:	28,896 SF/ 0.663 ACRES
OVERALL DENSITY:	.71 LOTS /ACRE
TOTAL # OF LOTS:	4 LOTS
AREA TO BE DEDICATED FOR ROADWAY	33,095 SF/0.760 ACRES

TYPICAL SETBACK EXHIBIT

N.T.S.

SURVEYOR CERTIFICATE

I, GARY CHRISTENSEN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as ***SILVER FOX CASCADE SUBDIVISION*** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Signed this _____ day of _____, 20_____

OVERALL BOUNDARY DESCRIPTION

A parcel of land being a part of an entire tract described in that Warranty Deed recorded February 22, 2012 as Entry No. 13724:2012 in the Office of the Utah County Recorder. Said parcel of land is located in the Northeast Quarter of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point on the westerly right-of-way line of Porter Crossing Parkway described in that Warranty Deed recorded February 12, 2009 as Entry No. 14863:2009, which is 34.68 feet S. 00°37'19" W. along the Section line and 91.94 feet West from the northeast Corner of said Section 29; thence S. 00°37'28" W. 544.54 feet along the westerly boundary line of said parcel of land to the centerline of a wash as described in said entire tract; thence along said wash the following thirteen (13) courses: 1) S. 83°41'00" W. 21.17 feet; 2) N. 14°21'48" W. 108.76 feet; 3) N. 61°28'59" W. 66.30 feet; 4) S. 84°28'44" W. 91.65 feet; 5) S. 54°39'22" W. 113.62 feet; 6) N. 50°12'10" W. 48.04 feet; 7) N. 08°08'50" E. 127.18 feet; 8) S. 56°02'26" W. 94.61 feet; 9) N. 67°15'52" W. 197.12 feet; 10) N. 08°13'30" W. 205.40 feet; 11) N. 57°17'38" W. 197.83 feet; 12) N. 27°20'12" W. 47.37 feet; 13) N. 24°25'32" W. 1.83 feet to the southerly right of way line of Pony Express Parkway described as Parcel 2 in that Warranty Deed recorded June 9, 1999 as Entry No. 68044 in Book 5116, at Page 665 in the Office of said Recorder; thence S. 89°02'10" E. 762.89 feet to the northwesterly point of that "Pony Express Parkway Dedication Plat a at Porters Crossing recorded August 9, 2017 as Entry No. 84113:2017 as Map#15681 in the Office of said Recorder; thence S. 40°03'21" E. 47.95 feet along the southwesterly boundary line of said Road Dedication to the **Point of Beginning**.

The above described parcel of land contains 277,912 sq. ft. in area or 6.380 acres, more or less. Contains 4 Lots.

OWNERS DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE 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, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9a-607, UTAH CODE, WITH CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS TO EAGLE MOUNTAIN CITY, UTAH FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

_____ _____
SIGNATURE DATE

_____ _____
SIGNATURE DATE

ACKNOWLEDGMENT

ON THIS_____DAY OF_____,20_____PERSONALLY APPEARED BEFORE ME._____,
THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____ OF _____ AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

State of Utah }
:SS
County of Utah }

_____
NOTARY PUBLIC

_____
RESIDING AT

ACKNOWLEDGMENT

ON THIS_____DAY OF_____,20_____PERSONALLY APPEARED BEFORE ME._____,
THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____ OF _____ AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

State of Utah }
:SS
County of Utah }

_____
NOTARY PUBLIC

_____
RESIDING AT

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ 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 20____ BY BLUFFDALE CITY. RECORDER: LAND USE AUTHORITY

_____ _____
APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

_____ _____

_____ _____

ATTEST _____ ATTEST _____
CLERK-RECORDER CLERK-RECORDER
(See Seal Below) (See Seal Below)

SILVER FOX CASCADE SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH

CIR | CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 801-949-6296

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR GARY CHRISTENSEN No. 5152617 STATE OF UTAH PRELIMINARY			

aeurbia
architects and engineers

Master Plan points of interest.

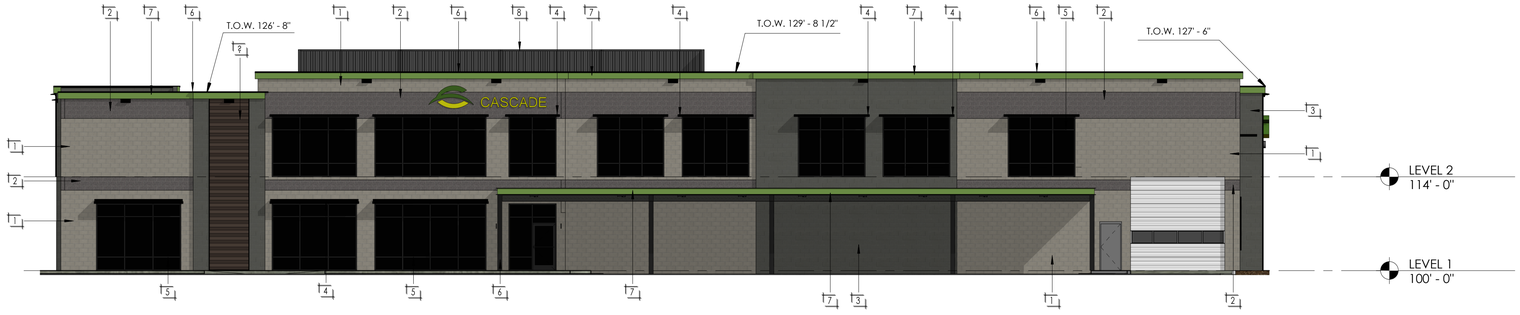
Architectural Elevations

- Use of architectural CMU block varying in different colors and texture none of which are plain CMU. This is in the collaboration with the use of metal paneling that is placed to break up the building's façade and enhance the building at the street level.
- Building articulation around the entire building at a min 2'-8" in depth

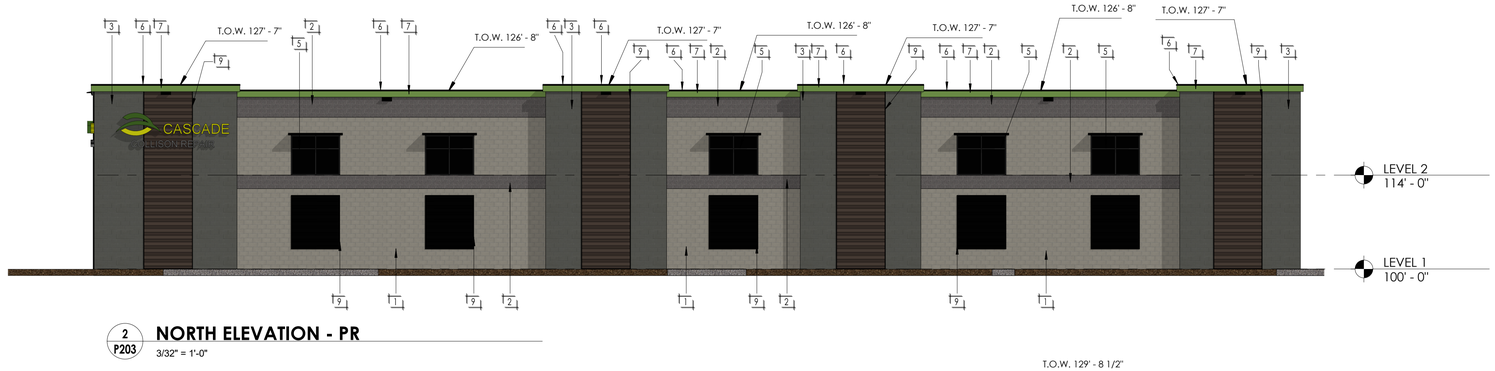
Site Plan

- Taken the old asphalt sidewalk to the north on pony express pkwy and are going to re pave it with concrete to match the porters crossing parkway sidewalk.
- Wash area has been defined and have dedicated 1.35 acers of land to the city for their use.
- Defined wash area shoulder and then have set back building elements a minimum of 15ft from shoulder
- Created snow push area for lower parking lot.
- Fence around the south parking lot area to be an 8'-0" simtech fence.
- Added way finding on the parking lot.
- Have provided and oil/grease water interceptor

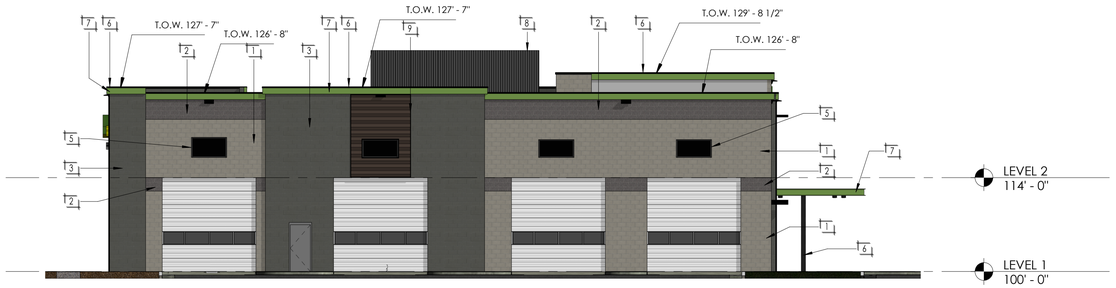
11/04/2020 4:03:06 PM



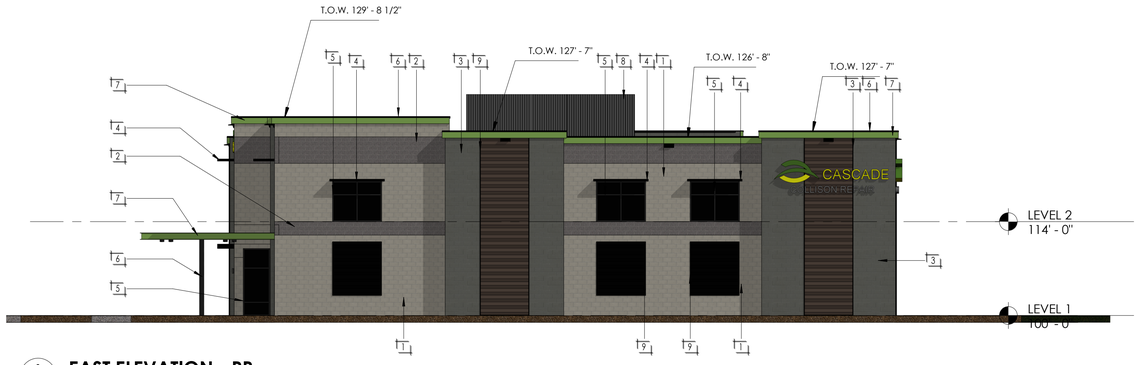
3 P203 **SOUTH ELEVATION - PR**
3/32" = 1'-0"



2 P203 **NORTH ELEVATION - PR**
3/32" = 1'-0"



4 P203 **WEST ELEVATION - PR**
3/32" = 1'-0"

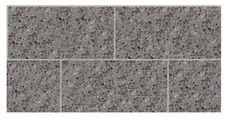


1 P203 **EAST ELEVATION - PR**
3/32" = 1'-0"



LIGHT COLOR - SMOOTH FINISH - ARCHITECTURAL CMU BLOCK

1



DARK GRAY COLOR - SPLIT FACED FINISH - ARCHITECTURAL CMU BLOCK

2



DARK GRAY COLOR - SMOOTH FINISH - ARCHITECTURAL CMU BLOCK

3



SUNSHADE SYSTEM - PAINTED BLACK

4



STOREFRONT WINDOW SYSTEM
PAINTED BLACK
GLASS TO BE A DARK GRAY TINT

5



BLACK PAINTED METAL.

6



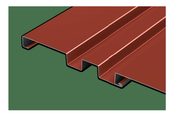
GREEN PAINTED METAL (GREEN TO MATCH COMPANYS COLORS)

7



METAL MECHANICAL SCREEN
PAINTED DARK GREY

8



METAL PANELING SYSTEM

9

aeurbia
architects and engineers

CASADE COLLISION
SITE PLAN APPLICATION

C:\Users\gmacklin\Documents\AE2020.047 - SOVERNEIGN PROP - Revy Express Flex Elit -104.garrett@aeurbia.com.rvt



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architects and engineers


CASCADE
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LANDSCAPE PLAN SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Soil Amendments
2. Fine Grading
3. Cultivation
4. Landscape Edging
5. Turf Planting
6. Furnish and Installing Plant
7. Maintenance
8. Mowing
9. Weeding

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake/ Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-guying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture; Backfill mixture to be 50% native soil and 50% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

a. PH: 5.5-7.5

b. EC (electrical conductivity): < 2.0 mmhos per centimeter

c. SAR (sodium absorption ration): < 3.0

d. % OM (percent organic matter): >1%

e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%, Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.

H. Landscape Edging: Headers and Edging six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

a. Washed mortar sand free of organic material.

b. Portland Cement (see concrete spec. below for type)

c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.

d. Only potable water for mixing.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and three times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a courser mix as required to establish finish grade as indicated on the drawings.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

3.4 TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of ½ pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and lay all sod required on the plans. He shall furnish new sod as specified above and lay it so as too completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified above. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to insure that good contact is made between edges and also the ground. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Apply water directly after laying sod. Rainfall is not acceptable.

G. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

H. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.

I. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

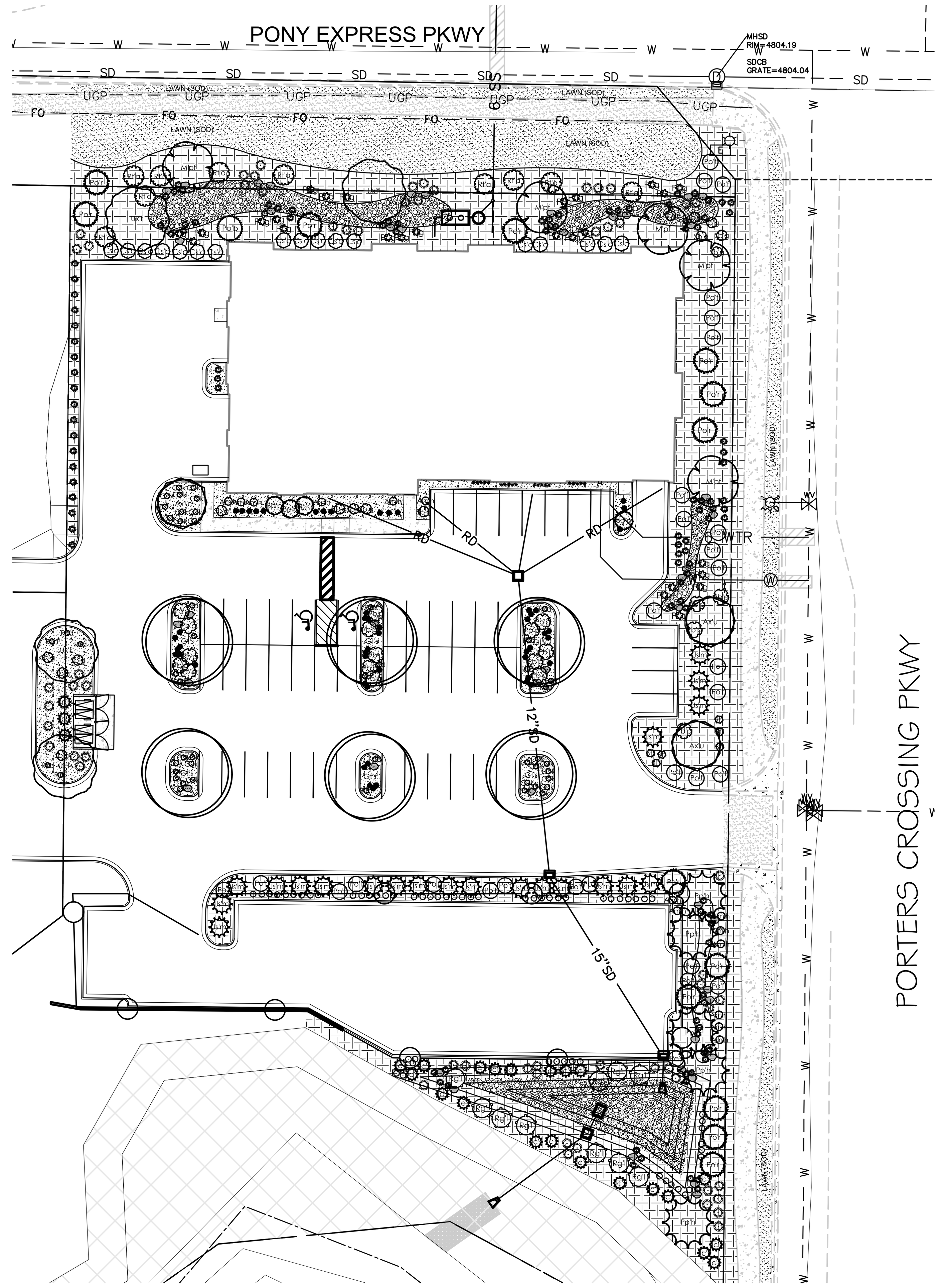
3.5 WEED BARRIER

A. Cut a slit or x at each plant location no larger than necessary to install plant.

B. Overlap rows of fabric min. 6"

C. Stable fabric edges and overlaps to ground.

END OF SECTION



LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
2. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
3. NEW LAWN AREAS TO BE SODDED WITH DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
4. SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL NEW LAWN AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE.
5. 4"X6" EXTRUDED CONCRETE MOW CURB TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS PER PLAN. ANY TREES LOCATED IN LAWN MUST HAVE A 4' CONCRETE TREE RING.
6. DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN.
7. ROCK MULCH TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL. PULL BARK MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
8. CONTRACTOR TO PROVIDE NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED IN ALL LANDSCAPE AREAS. ALL LAWN AREA TO RECEIVE 100% HEAD TO HEAD COVERAGE WITH SPRAY AND ROTARY SPRINKLER HEADS. ALL PLANTER AREAS NEED TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB ON PROJECT. SEE IRRIGATION PLAN.

LANDSCAPE GENERAL NOTES

INSTALLER RESPONSIBILITIES AND LIABILITIES
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. THE INSTALLER IS REQUIRED TO REFER TO THEIR INDIVIDUAL TRADE - SCOPE OF WORK. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS. MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. THE INSTALLER OF ALL LANDSCAPING AND IRRIGATION SYSTEMS ARE LIABLE AND RESPONSIBLE FOR ALL JURISDICTIONAL AND CODE REQUIREMENTS, TIME EXECUTIONS, AND INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS
1. ALL GRADING IS TO SLOPE AWAY FROM THE STRUCTURE PER CODE.
2. FINISHED GRADE IS NOT PERMITTED BY CODE TO DRAIN ON NEIGHBORING PROPERTIES
3. 6" MIN. FOUNDATION LEFT EXPOSED AT ALL CONDITIONS
4. LANDSCAPER TO MAINTAIN OR IMPROVE EXISTING FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY THE EXCAVATOR'S FINAL GRADE ACTIVITIES INCLUDING ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
5. IF ANY SWALE, BERM, OR GRADE HAS BEEN DAMAGED OR IS INCORRECT TO ENSURE CORRECT WATER FLOW THE TRADE CONTRACTOR IS RESPONSIBLE TO FIX STATED ISSUE.
6. ROOF RUN-OFF DEVICES SHOULD BE INSTALLED TO COLLECT AND DISCHARGE ALL ROOF RUNOFF A MINIMUM OF 10 FEET FROM FOUNDATION ELEMENTS OR BEYOND THE LIMITS OF BACKFILL AROUND THE FOUNDATION WALLS; WHICHEVER DISTANCE IS GREATER.
7. THE GROUND SURFACE WITHIN 10 FEET OF THE FOUNDATIONS SHOULD BE SLOPED TO DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6 INCHES.

LANDSCAPING REQUIREMENTS
1. ALL LANDSCAPING IS TO BE INSTALLED PER ALL GOVERNING JURISDICTIONS I.E. INTERNATIONAL BUILDING CODE, CITY CODES.
2. NON-COMPLIANCE TO ALL GOVERNING JURISDICTION REQUIREMENTS AND REGULATION ARE THE RESPONSIBILITY OF THE LANDSCAPING INSTALLER.
3. ALL PLANTED LANDSCAPING IS TO BE INSTALLED ACCORDING TO THE NURSERY CARE AND INSTALLATION INSTRUCTIONS WHERE PURCHASED AND BASED ON INDIVIDUAL SOIL CONDITIONS AND SITE CONDITIONS.

REFERENCE NOTES SCHEDULE

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
I-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4`) DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	7,799 sf
I-05	4"-6" STONE MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 4" DEPTH OF STONE MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	3,731 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
I-07	3`-4` GREY BOULDERS - DECORATIVE	60

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
I-12	STONE MULCH. COLOR: DARK GRAY. SIZE: 1" PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE APPROPRIATE SOIL QUALITY FOR PROPOSED PLANTINGS. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	22,091 sf
I-14	1" MINUS DESERT ROSE STONE MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING TO AID IN WEED SUPPRESSION. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	3,968 sf

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
Ax'u	Ax'u	3	Acer truncatum x platanoides `JFS-KW187` TM Urban Sunset Maple	B & B	2"Cal	
Bp'p	Bp'p	4	Betula platyphylla `Jefpark` Parkland Pillar Birch	B & B	2"Cal	
Gt's	Gt's	6	Gleditsia triacanthos `Skyline` Skyline Honey Locust	B & B	2"Cal	
M'pf	M'pf	5	Malus x `Prairifire` Prairifire Crabapple	B & B	2"Cal	
Ux'f	Ux'f	4	Ulmus x `Frontier` Frontier Elm	B & B	2"Cal	

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
Jc's	Jc's	24	Juniperus chinensis `Spartan` Spartan Juniper	B & B		5`-6`
Js'm	Js'm	21	Juniperus scopulorum `Moonglow` Moonglow Juniper	B & B		5`-6`
Po'b	Po'b	2	Picea omorika `Bruns` Bruns Spruce	B & B		5`-6`
Po'r	Po'r	13	Picea omorika `Riverside` Riverside Serbian Spruce	B & B		5`-6`
Pp'h	Pp'h	5	Picea pungens `Hoopsii` Hoopsi Blue Spruce	B & B		5`-6`

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Am'h	Am'h	14	Aronia melanocarpa `UCONNAM166` TM Low Scape Hedger Chokeberry	5 gal
Bt'l	Bt'l	6	Berberis thunbergii `BailErin` TM Limoncello Barberry	5 gal
Cs'c	Cs'c	17	Cornus sericea `Cardinal` Cardinal Red-twig Dogwood	5 gal
Cs'k	Cs'k	31	Cornus sericea `Kelseyi` Kelseyi Dogwood	5 gal
Po'f	Po'f	30	Physocarpus opulifolius `UMNHarpell` Fireside TM Fireside Ninebark	5 gal
Pf'g	Pf'g	26	Potentilla fruticosa `Gold Drop` Gold Drop Potentilla	5 gal
Pb'p	Pb'p	19	Prunus besseyi `P011S` TM Pawnee Buttes Sand Cherry	5 gal
	Rg'l	10	Rhus aromatica `Gro-Low` Gro-Low Sumac	5 gal
Rt'a	Rt'a	10	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal
Sb'g	Sb'g	15	Spiraea betulifolia `Tor Gold` TM Glow Girl Birchleaf Spirea	5 gal

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Lm'v	20	Liriope muscari `Variegata` Variegated Lily Turf	1 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ca'k	109	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	1 gal
	Hs's	51	Helictotrichon sempervirens `Sapphire` Blue Oat Grass	1 gal
	M'ml	59	Miscanthus sinensis `Morning Light` Morning Light Maiden Grass	2 gal
	Pv's	59	Panicum virgatum `Shenandoah` Shenandoah Switch Grass	1 gal

ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
R'rd	R'rd	19	Rosa x `Meigalpio` TM Red Drift Groundcover Rose	3 gal

ISSUE DATE: 10/21/2020

PROJECT NUMBER: UT20130

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

N

0' 20' 40' 80' 160'
GRAPHIC SCALE: 1" = 40'

PROJECT INFORMATION

CASCADE COLLISION
~7950 PORTERS CROSSING PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
SOVEREIGN PROPERTIES
C/O TREVOR SHARP
801-787-4603

Client / Engineer:
CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
10/21/2020
ELECTRONIC SEAL
STATE OF UTAH

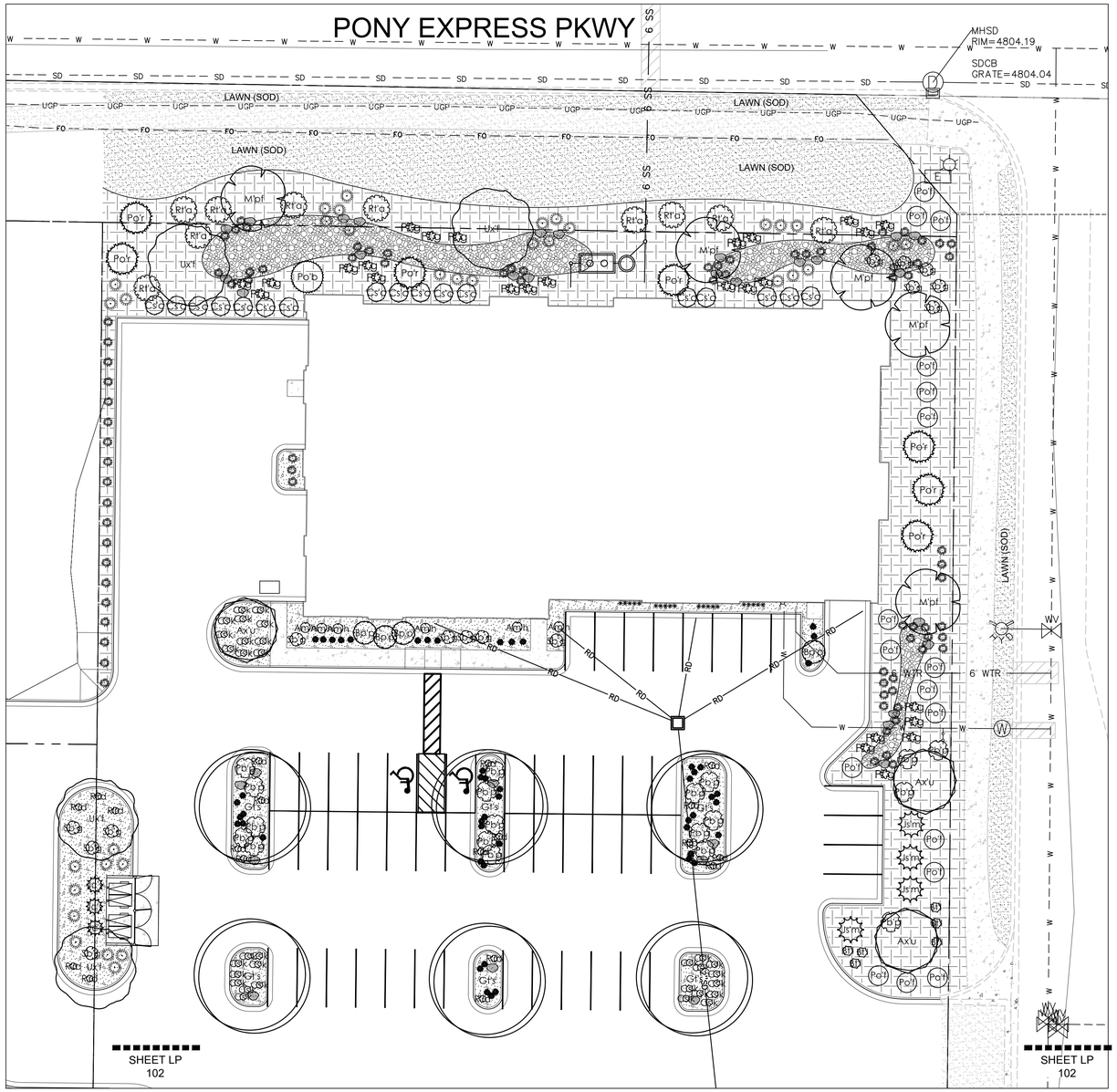
DRAWING INFO

PM: JTA
DRAWN: KBA
CHECKED: TM
PLOT DATE: 10/21/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-100



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I-05	4"-6" STONE MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE. PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 4" DEPTH OF STONE MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	3,731 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
I-07	3"-4" GREY BOULDERS - DECORATIVE	60

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
I-12	STONE MULCH. COLOR: DARK GRAY. SIZE: 1" PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE. PROVIDE SOIL TEST TO DETERMINE APPROPRIATE SOIL QUALITY FOR PROPOSED PLANTINGS. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	22,091 sf
I-14	1" MINUS DESERT ROSE STONE MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING TO AID IN WEED SUPPRESSION. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK OR CENTER OF PLANT.	3,968 sf

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
Ax'u	Ax'u	3	Acer truncatum x platanoides `JFS-KW187` TM Urban Sunset Maple	B & B	2"Cal	
Bp'p	Bp'p	4	Betula platyphylla `Jefpark` Parkland Pillar Birch	B & B	2"Cal	
Gt's	Gt's	6	Gleditsia triacanthos `Skyline` Skyline Honey Locust	B & B	2"Cal	
M'pf	M'pf	5	Malus x `Prairifire` Prairifire Crabapple	B & B	2"Cal	
Ux'f	Ux'f	4	Ulmus x `Frontier` Frontier Elm	B & B	2"Cal	

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
Jc's	Jc's	24	Juniperus chinensis `Spartan` Spartan Juniper	B & B		5'-6'
Js'm	Js'm	21	Juniperus scopulorum `Moonglow` Moonglow Juniper	B & B		5'-6'
Po'b	Po'b	2	Picea omorika `Bruns` Bruns Spruce	B & B		5'-6'
Po'r	Po'r	13	Picea omorika `Riverside` Riverside Serbian Spruce	B & B		5'-6'
Pp'h	Pp'h	5	Picea pungens `Hoopsii` Hoopsi Blue Spruce	B & B		5'-6'

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Am'h	Am'h	14	Aronia melanocarpa `UCONNAM166` TM Low Scape Hedger Chokeberry	5 gal
Bl'l	Bl'l	6	Berberis thunbergii `BaiErlin` TM Limoncello Barberry	5 gal
Cs'c	Cs'c	17	Cornus sericea `Cardinal` Cardinal Red-twig Dogwood	5 gal
Cs'k	Cs'k	31	Cornus sericea `Kelseyi` Kelseyi Dogwood	5 gal
Po'f	Po'f	30	Physocarpus opulifolius `UMNHarpell` Fireside TM Fireside Ninebark	5 gal
Pf'g	Pf'g	26	Potentilla fruticosa `Gold Drop` Gold Drop Potentilla	5 gal
Pb'p	Pb'p	19	Prunus besseyi `P011S` TM Pawnee Buttes Sand Cherry	5 gal
-	Rg'l	10	Rhus aromatica `Gro-Low` Gro-Low Sumac	5 gal
Rt'a	Rt'a	10	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal
Sb'g	Sb'g	15	Spiraea betulifolia `Tor Gold` TM Glow Girl Birchleaf Spirea	5 gal

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Lm'v	20	Liriope muscari `Variegata` Variegated Lily Turf	1 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	Ca'k	109	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	1 gal
	Hs's	51	Helictotrichon sempervirens `Sapphire` Blue Oat Grass	1 gal
	M'ml	59	Miscanthus sinensis `Morning Light` Morning Light Maiden Grass	2 gal
	Pv's	59	Panicum virgatum `Shenandoah` Shenandoah Switch Grass	1 gal

ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
R'rd	R'rd	19	Rosa x `Meigalpio` TM Red Drift Groundcover Rose	3 gal

ISSUE DATE	PROJECT NUMBER
10/21/2020	UT20130

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
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5		
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7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

CASCADE COLLISION
~7950 PORTERS CROSSING PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
SOVEREIGN PROPERTIES
C/O TREVOR SHARP
801-787-4603

Client / Engineer:
CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY ANGWORTH
6128121-5501
10/21/2020
STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	KBA
CHECKED:	TM
PLOT DATE:	10/21/2020

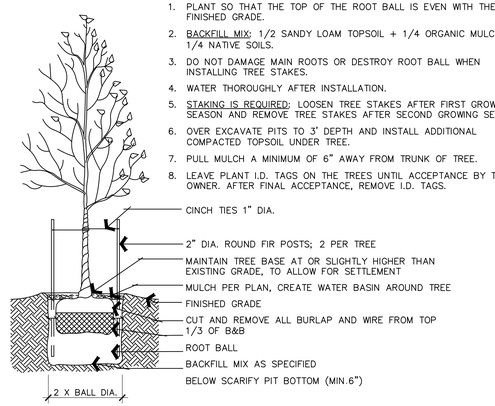
LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-101

NOTES:

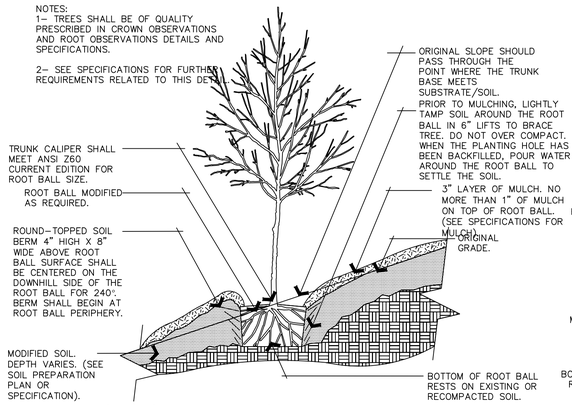
1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. BACKFILL MIX: 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, & 1/4 NATIVE SOILS.
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. STAKING IS REQUIRED: LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.
7. PULL MULCH A MINIMUM OF 6" AWAY FROM TRUNK OF TREE.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.



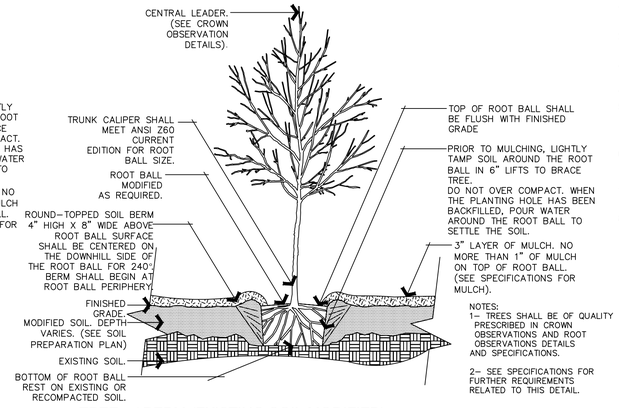
A DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

NOTES:
1– TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.

2– SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE — PKJ DESIGN GROUP



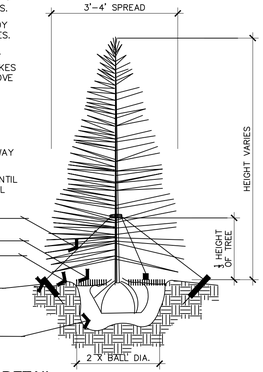
NOTES:
1– TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.

2– SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

C TREE w/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE — PKJ DESIGN GROUP

NOTES:

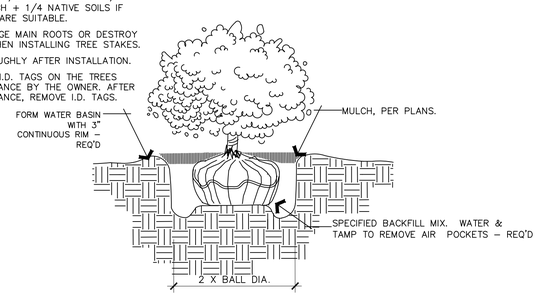
1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. BACKFILL MIX: 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, & 1/4 NATIVE SOILS.
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. STAKING IS REQUIRED: LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.
7. PULL COBBLE ROCK A MINIMUM OF 6" AWAY FROM TRUNK OF TREE.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.



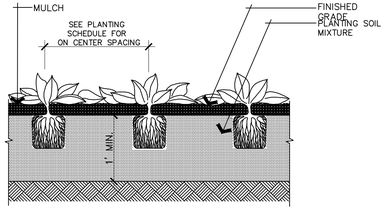
D EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

NOTES:

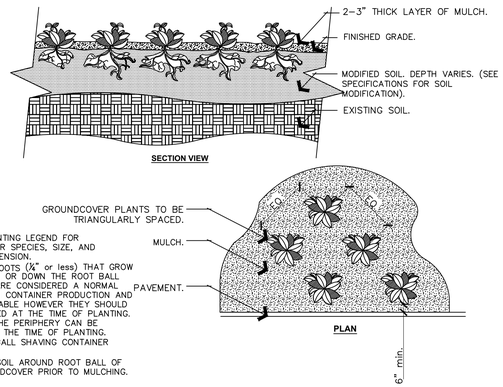
1. IF PLANT IS BALL & BURLAP, CUT AND REMOVE TOP 1/3 OF BURLAP FROM ROOT BALL.
2. IF PLANT IS CONTAINERIZED, SCARIFY ROOT BALL PRIOR TO PLANTING.
3. BACKFILL MIX: 1/2 SANDY LOAM + 1/4 ORGANIC MULCH + 1/4 NATIVE SOILS IF NATIVE SOILS ARE SUITABLE.
4. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
5. WATER THOROUGHLY AFTER INSTALLATION.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.



E SHRUB PLANTING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

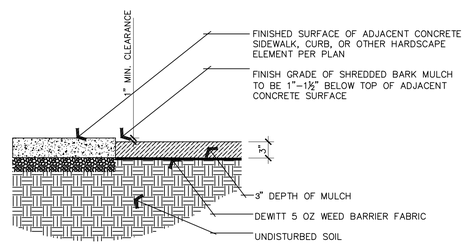


F PERENNIAL PLANTING
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1– SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2– SMALL ROOTS (¼" or less) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3– SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

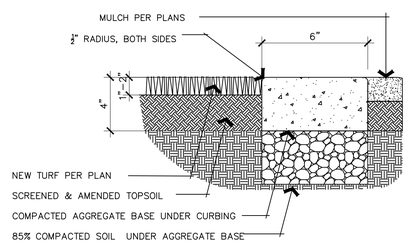
G GROUNDCOVER
NOT TO SCALE — PKJ DESIGN GROUP



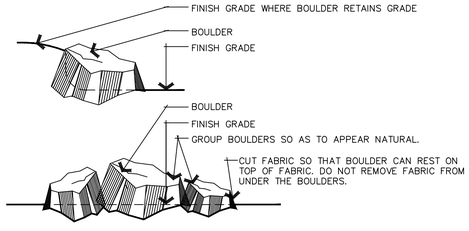
H MULCH DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

NOTE:

1. PROVIDE CONTROL JOINT IN CONCRETE EDGE AT 10' INTERVALS, PROVIDE EXPANSION JOINTS EVERY 30'.



I CONCRETE MOWCURB DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

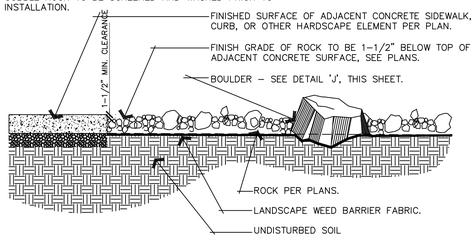


NOTE:
PLACE ALL BOULDERS SUCH THAT 1/4 OF THE TOTAL MASS OF EACH BOULDER IS BELOW FINISH GRADE.

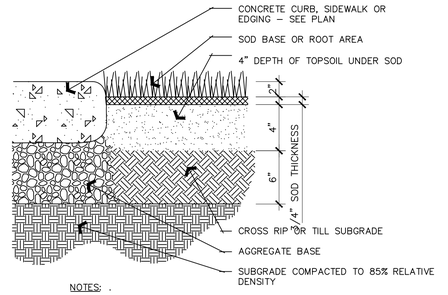
J BOULDER PLACEMENT DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

NOTES:

1. KEEP TOP OF COBBLE ROCK 1½" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW COBBLE ROCK TO TOUCH THE TRUNK OF ANY PLANT. INSTALL COBBLE ROCK AFTER INSTALLATION OF WEED BARRIER FABRIC AND PLANT MATERIAL.
2. CONTRACTOR TO ENSURE THAT TOP OF WEED BARRIER FABRIC IS FREE OF SOILS AND DEBRIS PRIOR TO PLACING COBBLE ROCK.
3. SEE LANDSCAPE PLANS FOR ROCK TYPE AND DEPTH.
4. COBBLE ROCK TO BE SCREENED AND WASHED PRIOR TO INSTALLATION.



K COBBLE ROCK AND WEED BARRIER DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



NOTES: .

1. ENSURE FINISH GRADE IS 1"– 2" BELOW TOP OF CURB, WALK, OR EDGING.
2. TURF IS THE MOST HEALTHY AND WATER EFFICIENT WHEN MOWED AT A MIN. HEIGHT OF 2" – 2 ½".

L SOD LAYING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
10/21/2020	UT20130

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

CASCADE COLLISION
~7950 PORTERS CROSSING PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
SOVEREIGN PROPERTIES
C/O TREVOR SHARP
801-787-4603

Client / Engineer:
CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 6128127–5301 10/21/2020 RENEWAL DATE STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	KBA
CHECKED:	TM
PLOT DATE:	10/21/2020

LANDSCAPE DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-501

CASCADE COLLISION
EAGLE MOUNTAIN, UTAH

IRRIGATION SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.1 SUMMARY

Work to be done includes all labor, materials, equipment and services required to complete the Project irrigation system as indicated on the Construction Drawings, and as specified herein. Includes but is not limited to: Furnishing and installing underground and above ground sprinkler system complete with any accessories necessary for proper function and operation of the system. All plant material on the Project shall be irrigated. Removal and disposal of any existing sprinkler system components are not to be saved, which are disturbed during the construction process. Restoration of any altered or damaged existing landscape to original state and condition.

1.2 SYSTEM DESCRIPTION

A. Design of irrigation components: Locations of irrigation components on Construction Drawings may be approximate. Piping, sleeving and/or other components shown on Construction drawings may be shown schematically for graphic clarity and demonstration of component groupings and separations. All irrigation components shall be placed in landscaped areas, with the exception of pope and wire in sleeving under hardscapes. Actual routing of pipe, wire or other components may be altered due to site conditions not accounted for in the design process.

B. Construction requirements: Actual placement may vary as required to achieve a minimum of 100% coverage without overspray onto hardscape, buildings or other features.

C. Layout of Irrigation Components: During layout and staking, consult with Owner Approved Representative (hereafter referred to as OAR) to verify proper placement of irrigation components and to provide Contractor recommendations for changes, where revisions may be advisable. Small or minor adjustments to system layout are permissible to avoid existing field obstructions such as utility boxes or street light poles. Contractor shall place remote control valves in groups as practical to economize on quantity of manifold isolation valves. Quick coupler valves shall be placed with manifold groups and protected by manifold isolation valves. Quick coupler valves are shown on Construction Documents in approximate locations.

1.3 DEFINITIONS

A. Water Supply: Culinary water piping and components, furnished and installed by others to provide irrigation water to this Project, including but not limited to backflow preventor, saddles, nipples, spools, shut off valves, corporation stop valves, water meters, pressure regulation valves, and piping upstream of (or prior to) the Point of Connection.

B. Point of Connection: Location where the Contractor shall tie into the water supply. May require backflow preventor, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.

C. Main Line Piping: Pressurized piping downstream of the Point of Connection to provide water to remote control valves and quick couplers. Normally under constant pressure.

D. Lateral Line Piping: Circuit piping downstream of remote control valves to provide water to sprinkler heads, sprinkler heads, drip systems or bubblers.

1.4 REFERENCES

A. The following standards will apply to the work of this Section:

a. ASTM-American Society for Testing and Materials

b. IA - The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water Management Document.

1.5 SUBMITTALS

A. At least thirty (30) days prior to ordering of any materials, the Contractor shall provide manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system. Submittals shall be in three ring binders or other similar bound form. Provide five copies of submittals to OAR for distribution. Place cover or index sheet indicating order in submittal document. No material shall be ordered, delivered or any work preceded in the field until the required submittals have need reviewed in its entirety and stamped approved. Delivered material shall match the approved samples.

B. Operation and Maintenance Manual:

a. At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:

i. Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.

ii. Parts list for each operating element of the system

iii. Manufacturer printed literature on operation and maintenance of operating elements of the system.

iv. Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.

b. Project Record Copy

i. Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.

ii. Completed Project As-Built Drawings

1. Prior to final inspection, prepare and submit to OAR accurate as-built drawings
2. Show detail and dimension changes made during installation. Show significant details and dimensions that were not shown in original Contract Documents.
3. Field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupler valves.
4. Dimensions are to be taken from permanent constructed surfaces, features, or finished edges located at or above finished grade.
5. Controller Map: upon completion of system, place in each controller a color coded copy of the area that controller services: indicating zone number, type of plant material and location on project that zone services. Laminate map with heat shrink clear plastic.

1.6 QUALITY ASSURANCE

A. Acceptance: Do not install work of this section prior to acceptance by OAR of area to receive such work.

B. Regulatory Requirements: All work and materials shall be according to any and all rules, regulations or codes, whether they are State or Local laws and ordinances. Contract documents, drawings or specifications may not be construed or interpreted to permit work or materials not conforming to the above codes.

C. Adequate Water Supply: Water supply to this Project exists, installed by others. Connections to these supply lines shall be by this Contractor. Verify that proper connection is available to supply line and is of adequate size. Verify that secondary connection components may be installed if necessary. Perform static pressure test prior to commencement of work. Notify OAR in writing of problems encountered prior to proceeding.

D. Workmanship and Materials:

a. It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.

b. All work shall be performed in accordance with the best standards of practice relating to the trade.

E. Contractor Qualifications:

a. Contractor shall provide document or resume including at least the following items:

i. That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.

ii. Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.

iii. Contractor is bondable for the work to be performed.

iv. References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.

v. Listing of suppliers where materials will be obtained for use on this Project.

vi. Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience. This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.

vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contract.

viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.

1.7 DELIVERY-STORAGE-HANDLING

A. During delivery, installation and storage of materials for Project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at Project site shall be neatly organized in a compact arrangement and storage shall not disrupt Project Owner or other trades on Project site. All material to be installed shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to Contractor shall be replaced with new at Contractor's expense.

1.8 SEQUENCING

A. Perform site survey, research utility records, contact utility location services. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads.

1.9 WARRANTY

A. Contractor shall provide one year Warranty. Warranty shall cover all materials, workmanship and labor. Warranty shall include filling and or repairing depressions or replacing turf or other plantings due to settlement of irrigation trenches or irrigation system elements. Valve boxes, sprinklers or other components settles from original finish grade shall be restored to proper grade. Irrigation system shall have been adjusted to provide proper, adequate coverage of irrigated areas.

1.10 OWNER'S INSTRUCTION

A. After system is installed, inspected, and approved, instruct Owner's Representatives in complete operation and maintenance procedures. Coordinate instruction with references to previously submitted Operation and Maintenance Manual.

1.11 MAINTENANCE

A. Furnish the following items to Owner's Representative:

a. Two quick coupler keys with hose swivels.

b. One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.

B. Provide the following services:

a. Winterize entire irrigation system installed under this contract. Winterize by 'blow-out' method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuation system of all water pressure regulation device. Compressor shall be regulated to not more than 60 PSI. Start up system the following spring after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.

PART 2 - PRODUCTS

2.1 GENERAL NOTES

A. Contractor shall provide materials to be used on this Project. Contractor shall not remove any material purchased for this Project from the Project Site, nor mix Project materials with other Contractor owned materials. Owner retains right to purchase and provide project material.

2.2 POINT OF CONNECTION

A. The Contractor shall connect onto existing irrigation or water main line as needed for Point(s) of Connection. Contractor shall install new main line as indicate.

2.3 CONNECTION ASSEMBLY

A. Culinary water shall be used on this Project. Install backflow preventor and RPZ as needed.

2.4 CONTROL SYSTEM

A. Power supply to the irrigation controller shall be provided for by this Contract.

B. Controller shall be as specified in the drawings. Controller shall be surge protected.

a. Installation of wall-mount controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount controllers shall be 120 VAC unless otherwise noted.

b. Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Project trades as needed to facilitate installation of power to controllers.

C. Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.

a. A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.

b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare wire shall be looped within each valve box of the grouping it is to service.

D. RCV wire splicing connectors shall be 3M brand DBY or DBR. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped 'WIRE SPLICE' or 'WS' on box lid.

2.5 SLEEVING

A. Contractor shall be responsible to protect existing underground utilities and components. Sleeving minimum size shall be 2". Sleeving 2" through 4" in size shall be S/40 PVC solvent weld. Sleeving 6" and larger shall be CL 200 PVC gasketed. Sleeve diameter shall be at least two times the diameter of the pipe within the sleeve. Sleeves shall be extended 6" minimum beyond walk or edge of pavement. Wire or cable shall not be installed in the same sleeve as piping, but shall be installed in separate sleeves. Sleeve ends on sleeve sizes 4" and larger shall be capped with integral corresponding sized PVC slip cap, pressure fit, until used, to prevent contamination. Sleeves shall be installed at appropriate depths for main line pipe or lateral pipe.

2.6 MAIN LINE PIPE

A. All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.

a. Maximum flows allowed through main line pipe shall be:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM

b. Main line pipe shall be buried with 24" cover

2.7 MAIN LINE FITTINGS

A. All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.

2.8 ISOLATION VALVES

A. Isolation valves 3" and larger shall be Waterous brand model 2500 cast iron gate valve, resilient wedge, push on type, with 2" square operating nut. Place sleeve of 6" or larger pipe over top of valve vertically and then extend to grade. Place 10" round valve box over sleeve at grade.

B. Isolation valves 2-1/2" and smaller shall be Apollo brand 70 series brass ball valves, contained in a Carson Standard size valve box. Valves shall be installed with S/80 PVC TOE Nipples on both sides of the valve. Valve shall be placed so that the handle is vertical toward the top of the valve box in the 'off' position.

2.9 MANIFOLDS

A. Action Manifold fittings shall be used to create unions on both sides of each control valve, allowing the valve to be removed from the box without cutting piping. Valves shall be located in boxes with ample space surrounding them to allow access for maintenance and repair. Where practical, group remote control valves in close proximity, and protect each grouping with a manifold isolation valve as shown in details. Manifold Main Line (or Sub-Main Line) and all manifold components and isolation valves shall be at least as large as the largest diameter lateral served by the respective manifold.

2.10 REMOTE CONTROL VALVES

A. Remote control valves shall be as specified on the drawings. Remote control valves shall be located separately and individually in separate control boxes.

2.11 MANUAL CONTROL VALVES

A. Quick coupler valve shall be attached to the manifold sub-main line using a Lasco G175212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in ¾" gravel. Contractor shall not place quick coupler valves further than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.

2.12 LATERAL LINE PIPE

A. All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be ¾", 1", 1 ¼", 1 ½" or 2" in size as indicated on Construction Drawings.

2.13 LATERAL LINE FITTINGS

A. All lateral line fittings shall be S/40 PVC

2.14 Spray Sprinklers

A. Spray head sprinklers shall be as specified on the drawings. Nozzles shall be as specified on the drawings.

2.15 VALVE BOXES

A. Carson valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush to finish grade of topsoil or barked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box pit to proper grade.

2.16 IMPORT BACKFILL

A. All main line pipe, lateral line pipe and other irrigation elements shall be bedded and backfilled with clean soil, free of rocks 1" and larger. Contractor shall furnish and install additional backfill material as necessary due to rocky conditions. Trenches and other elements shall be compacted and/or water settled to eliminate settling. Debris from trenching operations un-usable for fill shall be removed from project and disposed of properly by Contractor.

2.17 OTHER PRODUCTS

A. Substitution of equivalent products is subject to the OAR's approval and must be designated as accepted in writing.

a. The Contractor shall provide materials to make the system complete and operational.

PART 3 - EXECUTION

3.1 PREPARATION

A. Contractor shall repair or replace work damaged by irrigation system installation. If damaged work is new, replacement or the original installer of that work shall perform repairs. The existing landscape of this Project shall remain in place. Contractor shall protect and work around existing plant material. Coordination of trench and valve locations shall be laid out the OAR prior to any excavation occurring. Plant material deemed damaged by the OAR shall be replaced with new plant material at Contractor's expense. Contractor shall not cut existing tree roots larger than 2" to install this Project. Route pipe, wire and irrigation elements around tree canopy drip line to minimize damage to tree roots. Contractor shall have no part of existing system used by other portions of site landscape without water for without water for more than 24 hours at a time.

3.2 TRENCHING AND BACKFILLING

A. Pulling of pipe shall not be permitted on this project. Over excavate trenches both in width and depth. Ensure base of trench is rock or debris free to protect pipe and wire. Grade trench base to ensure flat, even support of piping. Backfill with clean soil or import material. Contractor shall backfill no less than 2" around entire pipe with clean, rock free fill. Main line piping and fittings shall not be backfilled until OAR has inspected and pipe has passed pressure testing. Perform balance of backfill operation to eliminate any settling.

3.3 SLEEVING

A. Sleeve all piping and wiring that pass under paving or hardscape features. Wiring shall be placed in separate sleeving from piping. Sleeves shall be positioned relative to structures or obstructions to allow for pipe or wire within to be removed if necessary.

3.4 GRADES AND DRAINAGE

A. Place irrigation pipe and other elements at uniform grades. Winterization shall be by evacuation with compressed air. Automatic drains shall not be installed on this Project. Manual drains shall only be installed at POC where designated on Construction Drawings.

3.5 PVC PIPE

A. Install pipe to allow for expansion and contraction as recommended by pipe manufacturer.

B. Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.

C. Drawings show diagrammatic or conceptual location of piping - Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under hardscape features.

D. Plastic pipe shall be cut squarely. Burrs shall be removed. Spigot ends of pipes 3" and larger shall be beveled.

E. Pipe shall not be glued unless ambient temperature is at least 50 degress F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall cure a minimum of 24 hours prior to being energized. Lateral lines shall cure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless cured for 24 hours.

F. Appropriate thrust blocking shall be performed on fittings 3" and larger. All threaded joints shall be wrapped with Teflon tape or paste unless directed by product manufacturer or sealing by o-ring.

3.6 CONTROLLERS

A. All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMs.

B. Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.

C. Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. If exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.

D. Wire under hardscape surfaces shall be placed continuously in conduit. Contractor shall be responsible to coordinate sleeving needs for conduit or sweeps elbows from exterior to interior of building.

E. Pedestal controllers shall be placed upon VIT-Strong Box Quick Pad as per manufacturer's recommendations. Controllers shall be oriented such that Owner's Representative maintenance personnel may access easily and perform field system tests efficiently.

F. Place Standard valve box at base of controller or nearby to allow for three to five feet of slack field control wire to be placed at each controller. This Contractor shall provide conduit access if needed for Electrical Contractor. Electrical supply and installation, as well as hook-up to controller shall be by this Contractor.

3.7 VALVES

A. Isolation valves, remote control valves, and quick coupler valves shall be installed according to manufacturer recommendation and Contract Specifications and Details.

B. Valve boxes shall be set over valves so that all parts of the valve can be reached for service.

C. Valve box and lid shall be set to be flush with finished grade. Only o ne remote control valve may be installed in a Carson 1419124 box. Place a minimum of 4" of ¾" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.

3.8 SPRINKLER HEADS

A. No sprinkler shall be located closer than 6" to walls, fences, or buildings.

B. Heads adjacent to walks, curbs. Or paths shall be located at grade and 2" away from hardscape.

C. Control valves shall be opened and fully flush lateral line pipe and swing joints prior to installation of sprinklers.

D. Spray heads shall be installed and flushed again prior to installation of nozzles.

E. Contractor shall be responsible for adjustment if necessary due to grade changes during landscape construction.

3.9 FIELD QUALITY CONTROL

A. Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.

B. Main line pressure test shall include all pipe and components from the point of connection to the upstream side of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.

C. Contractor shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than 100 psi.

D. Schedule testing with OAR 48 hours in advance for approval.

E. Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.

F. Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMs.

3.10 ADJUSTMENT

A. Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.

B. Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.

C. Adjust sprinklers so they do not water buildings, structures, or other hardscape features.

D. Adjust run times of station to meet needs of plant material the station services.

3.11 CLEANING

A. Contractor shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picker up daily.

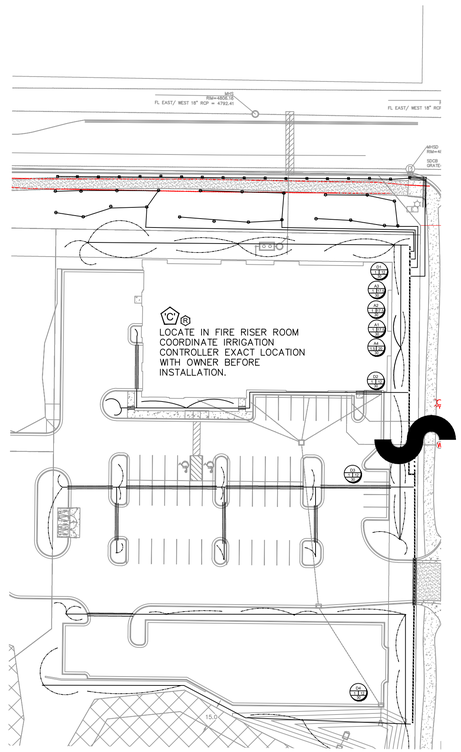
B. Open trenches or hazards shall be protected with yellow caution tape.

C. Contractor is responsible for removal and disposal offsite of trash and debris generated as a result of this Project.

D. OAR shall perform periodic as well as a final cleanliness inspection.

E. Contractor shall leave Project in at least a 'broom clean' condition.

END OF SECTION



1.5" MAINLINE ROUTING ,CONTROLLER AND P.O.C. LOCATION OVERVIEW

ISSUE DATE	PROJECT NUMBER
10/21/2020	UT20130

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

N

0' 50' 100' 200' 400'

GRAPHIC SCALE: 1" = 100'

PROJECT INFORMATION

CASCADE COLLISION
~7950 PORTERS CROSSING PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
SOVEREIGN PROPERTIES
C/O TREVOR SHARP
801-787-4603

Building Architect / Engineer:
CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121 - 5301
07/10/2020
RENEW
STATE OF UTAH

DRAWING INFO

PM:	KBA
DRAWN:	KBA
CHECKED:	JTA
PLOT DATE:	10/21/2020

IRRIGATION COVER SHEET

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR 100

IRRIGATION NOTES

1. ALL PIPE TO BE SCHEDULE 40 PVC PIPE OR BETTER. NO POLY PIPE SHALL BE INCLUDED. FITTINGS MUST BE SCHEDULE 40 OR BETTER ON LATERAL LINES AND SCHEDULE 80 OR BETTER ON MAIN LINE. SIZE PER PLAN.
2. MAIN LINES SHALL BE 24" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
3. CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. PLACE ALL IRRIGATION IN LANDSCAPE AREAS AND ON THE PROPERTY OF THE OWNER.
5. MODIFY LOCATION OF IRRIGATION COMPONENTS TO AVOID PLACING TREES, SHRUBS AND OTHER SITE ELEMENTS DIRECTLY OVER PIPE, PER PLANS. DO NOT LOCATE VALVE BOXES IN LAWN AREAS UNLESS DIRECTED TO BY LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL INSTALL A QUICK COUPLER AT POINT OF CONNECTION IN ORDER TO BLOW OUT THE SYSTEM WITH AN AIR COMPRESSOR EACH FALL.
7. CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS AND IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION PURPOSES.
8. INSTALL DRIP IRRIGATION PER DETAILS. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY.
9. CONTRACTOR SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES. COORDINATE WITH ALL TRADES.
10. WATER LINES AND ELECTRICAL LINES MUST NOT SHARE CONDUITS. ALL WIRE CONNECTIONS MUST BE CONTAINED IN VALVE BOX WITH 3' OF EXTRA WIRE. WIRE TO BE CONNECTED TO MAIN LINE PIPE WHERE POSSIBLE WITH TAPE AT 25' INTERVALS. SLACK IN CONTROL WIRES REQUIRED AT EVERY CHANGE OF DIRECTION. WIRES MUST HAVE SEPARATE COLORS FOR COMMON, CONTROL AND SPARE. MINIMUM 1 SPARE WIRE FOR EVERY 5 VALVES. ALL CONTROL WIRES TO BE INSULATED 14 GAUGE COPPER. ALL SPARE WIRES MUST "HOME RUN" TO CONTROLLER AND SPARE WIRES AVAILABLE AT ALL VALVE MANIFOLDS AND CLUSTERS.
11. ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
12. IRRIGATION SYSTEM MUST CONTAIN CHECK VALVES TO PREVENT LOW POINT DRAINAGE.
13. SPACE ALL SPRAY HEADS 2" AWAY FROM ANY HARDSCAPE.
14. CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS. OVERHEAD IRRIGATION MUST HAVE A MINIMUM DU (DISTRIBUTION UNIFORMITY) OF 60%.
15. IRRIGATION CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
16. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
17. IRRIGATION INSTALLATION TO COMPLY WITH APPLICABLE CITY SPECIFICATIONS AND DRAWINGS.
18. ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. THE CONTRACTOR IS RESPONSIBLE TO MAKE ADJUSTMENTS AS NEEDED TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
19. CONTRACTOR SHALL INSTALL IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE IN ALL TURF AREAS. USE HE-VAN NOZZLES AS NECESSARY TO PROVIDE PROPER COVERAGE AND TO KEEP WATER OFF OF BUILDINGS AND HARDSCAPES.
20. POWER TO CONTROLLER TO BE PROVIDED BY OWNER. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. INSTALL PER MANUFACTURERS INSTRUCTIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
21. DESIGN AND INSTALL THE BACKFLOW PREVENTOR IN THE PROPER PLACE TO ENSURE THAT NO WATER IS CONTAMINATING THE SYSTEM.
22. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM

VALVE ID TAG

A1 — CONTROLLER NUMBER, VALVE NUMBER
VALVE SIZE — 1.0
18 — GALLONS PER MINUTE
PSI AT LAST HEAD IN ZONE — 55

NOTE:
1. VALVE ID TAGS ARE LOCATED NEAR VALVES IN THE ORDER THE VALVES APPEAR ON THE DRAWING

IRRIGATION LEGEND

SYMBOL	MANUFACTURER–MODEL NUMBER	PAT.	RD.	PSI	GPM Q	T	H	TT	TQ	F
	RAINBIRD RD04-S-PRS POP UP SPRAY 5 SERIES	Q,T,H,F	5'	30	.10	.15	.20	na	na	.40
	RAINBIRD RD04-S-PRS POP UP SPRAY 8 U-SERIES	Q,T,H,F	8'	30	.26	.35	.52	na	na	1.05
	RAINBIRD RD04-S-PRS POP UP SPRAY 10 U-SERIES	Q,T,H,F	10'	30	.39	.53	.79	na	na	1.58
	RAINBIRD RD04-S-PRS POP UP SPRAY 12 U-SERIES	Q,T,H,TT,TQ,F	12'	30	.65	.87	1.30	1.74	1.95	2.60
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 U-SERIES	Q,T,H,TT	15'	30	.92	1.23	1.85	2.48	2.78	3.70
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST	SST	15'	30	1.21					
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 EST	EST	15'	30	.61					
	RAINBIRD 5000 SERIES MPR NOZZLES	Q,T,H,F	varies	30	varies	varies	varies	na	na	varies
	RAINBIRD 8005 SERIES #8, #14, #26 NOZZLES	Q,T,H,F	65'	30	6.6	12.6	24.3	na	na	varies
'C'	CONTROLLER: RAINBIRD ESP-ME CONTROLLER WITH REMOTE, PLACE IN FIRE RISER ROOM, CONTRACTOR TO ADJUST LOCATION WITH OWNER PRIOR TO CONSTRUCTION.									
DEC	VALVE DECODER (AT ALL VALVE GROUPINGS) INSTALL PER MANUFACTURER'S SPEC.									
L	LIGHTNING ARRESTER (AT ALL VALVE GROUPINGS) INSTALL PER MANUFACTURER'S SPEC.									
	MASTER VALVE									
	FLOW SENSOR									
	RAINBIRD WR2-RC WIRELESS RAIN SHUT OFF DEVICE									
	IRRIGATION POINT OF CONNECTION AND RPZ BACKFLOW PREVENTION - CONNECT TO WATER SERVICE LINE AND METER. (SEE CIVIL PLANS) CONTRACTOR LOCATE AND VERIFY EXACT LOCATION ON SITE.									
	QUICK COUPLER: RAINBIRD 44LRC INSTALL PER MANUFACTURER'S SPEC. 10" RND. VALVE BOX. SEE DETAIL									
	ISOLATION BALL VALVE - LINE SIZED INSTALL PER MANUFACTURER'S SPEC.									
	REMOTE CONTROL VALVE: RAINBIRD PESB-NP-PRS-D AUTOMATIC CONTROL VALVE (SIZE AS NOTED ON PLAN) JUMBO BOX-PURPLE LID									
	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-(PER PLAN)-PRBR-COM MED FLOW (SIZE AS NOTED ON PLAN)									
	DRIP CONNECTION. PROVIDE DRIP IRRIGATION TO ALL TREES, SHRUBS,AND PERENNIALS IN PLANTER AREAS									
	MAINLINE: SCHEDULE 40 PVC WITH SCHEDULE 80 FITTINGS, 2" DIAMETER 24" MIN. COVER									
	LATERAL LINE: SCHEDULE 40 PVC WITH SCH. 40 FITTINGS. SEE PIPE SIZING CHART									
	DRIP LINE: RAINBIRD XFSP-09-18-100 OR EQUIVALENT									
	CLASS 200 SLEEVE PER PLAN									
NOT SHOWN	WIRE CHASE, SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN. 1.1/4" DIAMETER MINIMUM									
NOT SHOWN	14 GAUGE SOLID COPPER SINGLE STRAND CONTROL WIRE. INSTALL PER MANUFACTURER'S SPEC. PROVIDE 2 WIRE LOOP SYSTEM.									

DRIP ZONE

TYPE	PART NUMBER	EMITTER FLOW	EMITTER SPACING	ROW SPACING	ROW SPACING
XFS DRIPLINE	XFSP-09-18	.9 GPH	18"	18"	18-21 IN.

TOTAL DRIP ZONE FLOW	20 GPM	TIME TO APPLY 1/4" OF WATER	23
MAX. LATERAL LENGTH OF TUBING	350 FT	REQUIRED NUMBER OF STAKES	500
TOTAL LENGTH OF ZONE DRIPLINE	2,000 FT (varies per plan)	NUMBER OF FLUSH POINTS	2
APPLICATION RATE	.64 IN. / HR	SUGGESTED HEADER & FOOTER PIPE SIZE	CLASS 200 1.25"

*NUMBERS MAY CHANGE DUE TO SIZE OF DRIP ZONE PER PLAN

90 Day Establishment Period Irrigation Schedule (April, May, June)

	Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure
Turf	Turf	15 min	15 min	15 min	15 min	15 min	15 min	15 min	30 psi
Shrubs	Shrubs	25 min	0	25 min	0	25 min	0	25 min	40 psi

Note: Begin irrigation 4:00 am, only 1 cycle per day.

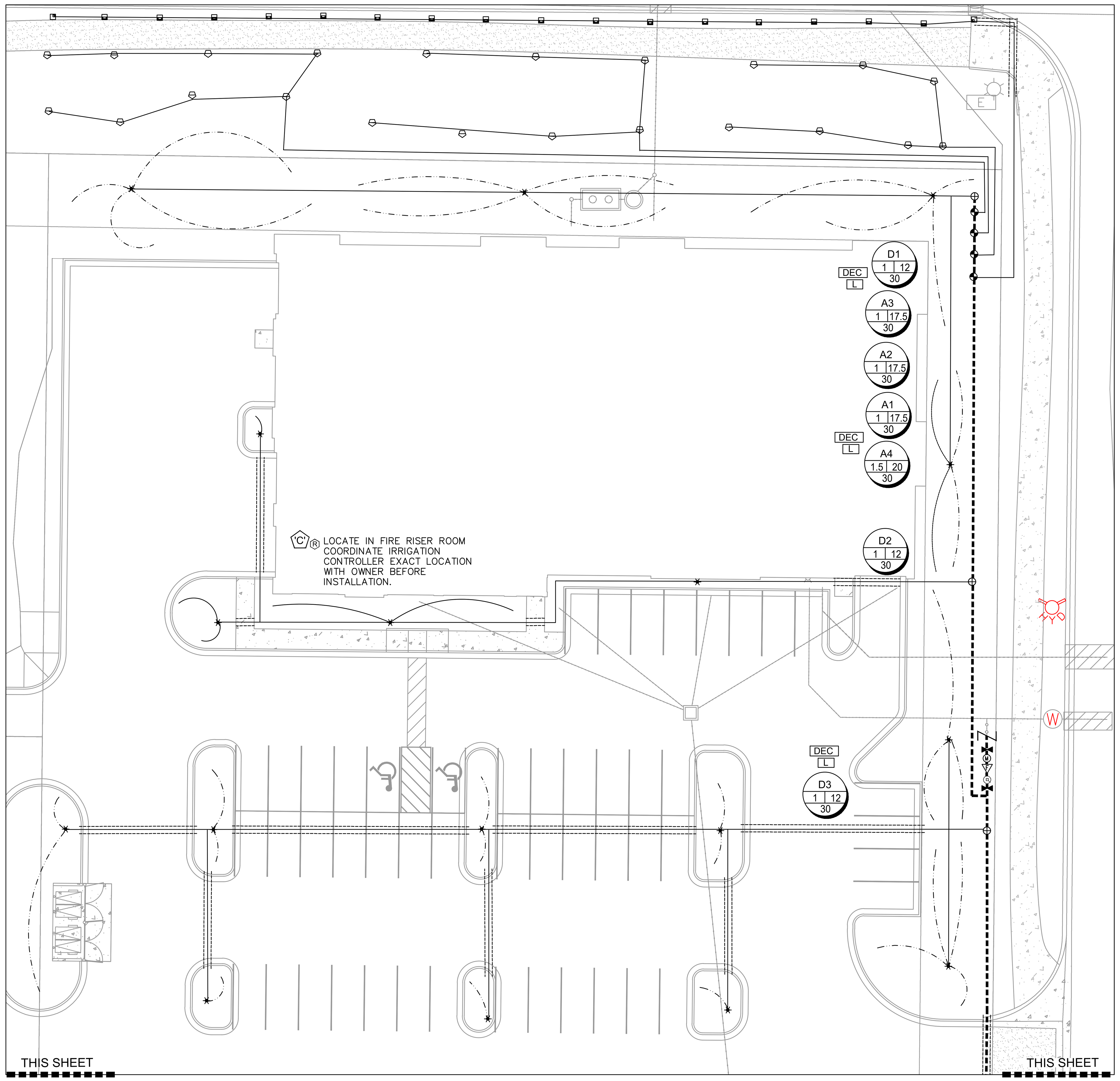
Regular Irrigation Schedule (see Seasonal Differential Chart)

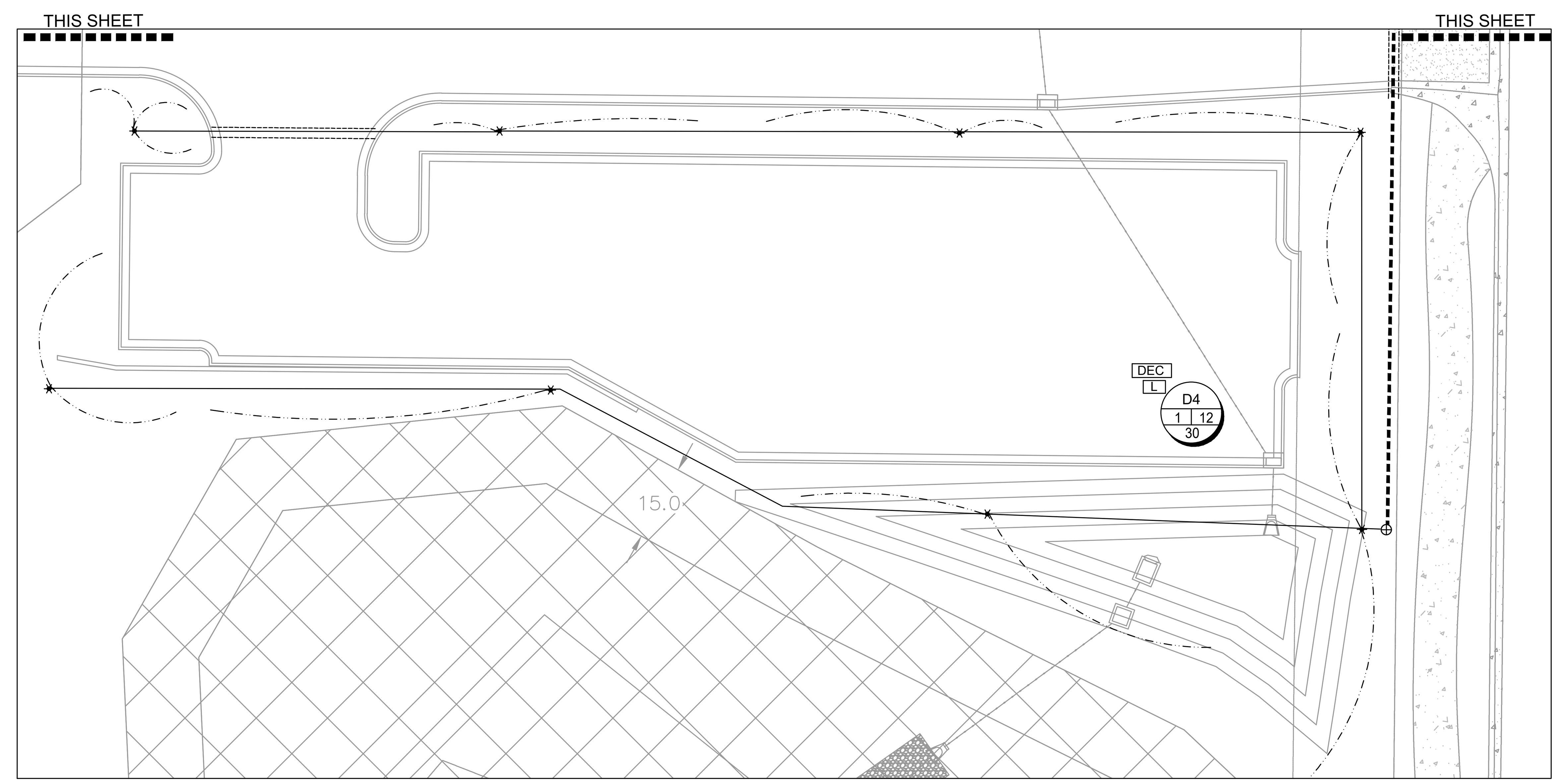
	Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure
Turf	Turf	15 min	15 min		15 min		15 min		30 psi
Shrubs	Shrubs	45 min		45 min		45 min		45 min	40 psi

Note: Begin irrigation 4:00 am, only 1 cycle per day.

Seasonal Differential

	April	May	June	July	August	Sept.	October
Turf	10 min	10 min	15 min	15 min	15 min	10 min	10 min
Shrubs	30 min	30 min	45 min	45 min	45 min	30 min	30 min





ISSUE DATE	PROJECT NUMBER
10/21/2020	UT20130

NO.	REVISION	DATE
1		
2		
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7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

N

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

CASCADE COLLISION
~7950 PORTERS CROSSING PKWY
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
SOVEREIGN PROPERTIES
C/O TREVOR SHARP
801-787-4603

Building Architect / Engineer:
CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
02/10/2020
ELECTRONIC SEAL
STATE OF UTAH

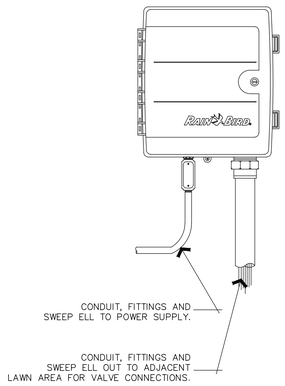
DRAWING INFO

PM:	KBA
DRAWN:	KBA
CHECKED:	JTA
PLOT DATE:	10/21/2020

IRRIGATION PLAN

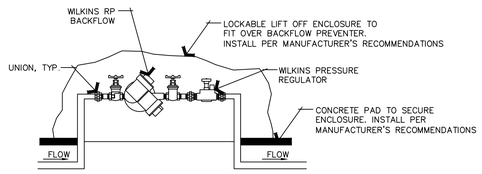
PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR 101



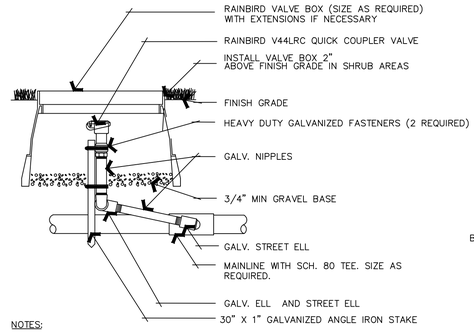
NOTES:
1. MOUNT CONTROLLER PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND IN ACCORDANCE WITH ALL LOCAL CODES. EXACT LOCATION TO BE APPROVED BY OWNER. GROUND CONTROLLER PER MANUFACTURERS RECOMMENDATION AND SPECIFICATIONS. ELECTRICAL CONTRACTOR SHALL GROUND CONTROLLER AND PROVIDE SLEEVING FROM ADJACENT LAWN AREA TO CONTROLLER LOCATION.
2. CONNECT CONTROLLER TO POWER AND VALVES.
3. LANDSCAPE CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR TO ENSURE PROPER GROUNDING OF CONTROLLER TO BUILDING GROUNDING GRID.

A RAINBIRD CONTROLLER DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



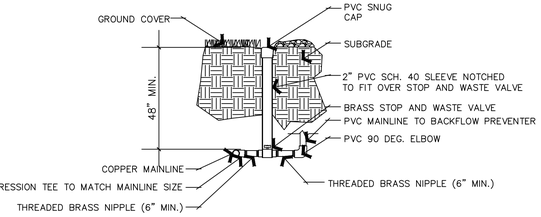
NOTES:
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
2. WHEREVER AN IRON BASED MATERIAL ADJOINS A BRASS BASED MATERIAL A DIELECTRIC UNION IS REQUIRED. SIZE AS NECESSARY.
3. WRAP ALL THREADS WITH TEFLON TAPE. 1 1/2 TO 2 WRAPS MAXIMUM.
4. MAIN LINE PIPE SIZE SHALL BE 1-1/2". DOWNSIZE TO 1" THRU BACKFLOW PREVENTER ASSEMBLY AND THEN UPSIZE TO 1-1/2" DIRECTLY DOWNSTREAM OF PRESSURE REGULATOR.

B BACKFLOW DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



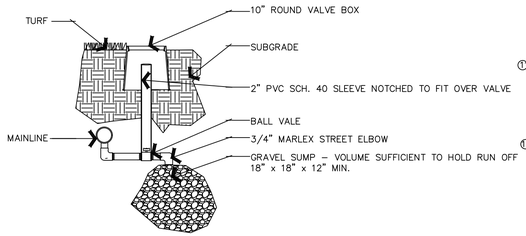
NOTES:
1. FLUSH ALL PIPING PRIOR TO INSTALLING VALVE.
2. WRAP ALL THREADS WITH TEFLON TAPE. 1 1/2 TO 2 WRAPS MAXIMUM.
3. COMPACT SOILS AROUND VALVE BOX TO 80% OF ORIGINAL DRY DENSITY.
4. INSTALL GEOFABRIC UNDER VALVE BOXES AND TAPE TO PIPE NIPPLES AND VALVE BOX.
5. BOX COLOR – GREEN IN TURF AND TAN IN PLANTER AREAS.
6. IRRIGATION SYSTEM TO BE BLOWN OUT WITH AIR COMPRESSOR THROUGH QUICK COUPLERS BEFORE FREEZING TEMPERATURES OCCUR, TYP.

C RAINBIRD QUICK COUPLER
NOT TO SCALE — PKJ DESIGN GROUP

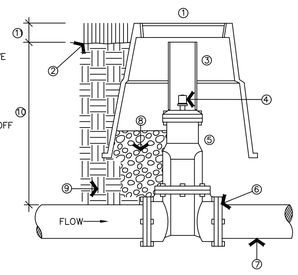


NOTES:
1. ALL PVC NIPPLES AND ELBOWS TO BE SCH. 40 UNLESS OTHERWISE NOTED.
2. PROVIDE VALVE KEY TO OWNER

D STOP AND WASTE VALVE ASSEMBLY
NOT TO SCALE — PKJ DESIGN GROUP

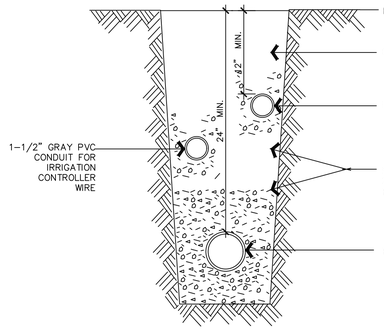


NOTES:
1. ALL PVC NIPPLES AND ELBOWS TO BE SCH. 80 UNLESS OTHERWISE NOTED.
2. PROVIDE VALVE KEY TO OWNER

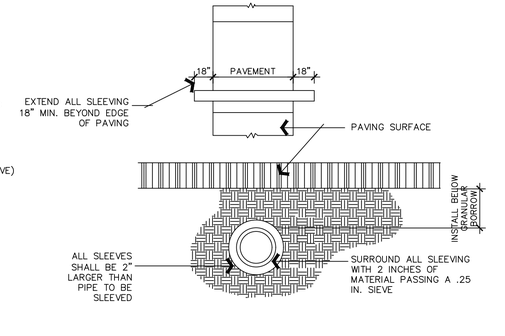


① 10" ROUND GREEN PLASTIC VALVE BOX W/ BOLT LOCK, CARSON – BROOKS
② FINISH GRADE
③ 6" PVC SCH. 40 PIPE SLEEVE, 4" – 6" BELOW GRADE
④ 2" SQUARE OPERATING NUT
⑤ FLANGE X FLANGE GATE VALVE SEE EQUIPMENT SCHEDULE
⑥ SCH. 80 FLANGE ADAPTER
⑦ MAIN WATER SUPPLY LINE
⑧ 6" MIN. GRAVEL
⑨ SUBGRADE COMPACTED TO 95%
⑩ DEPTH: 18" – 30"
⑪ SHRUBS – 2": SOD–1½"; SEED 1"

E MANUAL DRAIN ASSEMBLY
NOT TO SCALE — PKJ DESIGN GROUP

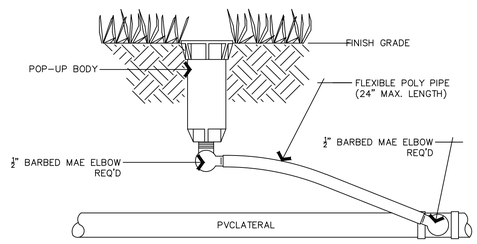


F GATE VALVE ASSEMBLY
NOT TO SCALE — PKJ DESIGN GROUP



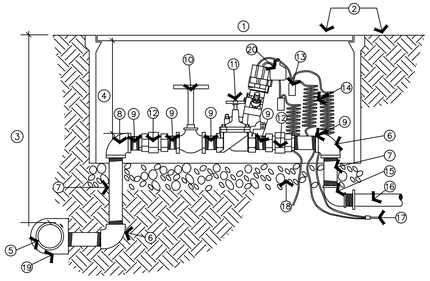
G TRENCHING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

H TYPICAL SLEEVING
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1. INSTALL SPRAY AND ROTARY HEADS PER THIS DETAIL.
2. INSTALL 2" AWAY FROM HARDSCAPES.

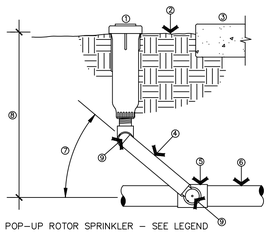
I SPRAY HEAD DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1. ONE REMOTE CONTROL VALVE PER BOX .
2. ALL FITTINGS AND PIPE IN MANIFOLD SHALL BE THREADED SCH. 80 PVC USING TEFLON TAPE AND #5 RECTOR SEAL.

① CARSON–BROOKS 1419–12 STANDARD OR 1220–12 JUMBO VALVE BOX WITH STAINLESS STEEL BOLTS (BOLT DOWN LID).
② INSTALL AT GRADE
③ 30" MAX. DEPTH
④ 10"–14"
⑤ MAIN WATER SUPPLY LINE
⑥ PVC SCH. 80 ELBOW
⑦ PVC SCH. 80 NIPPLE; LENGTH AS REQUIRED (TYP.)
⑧ PVC SCH. 80 ELL SAME SIZE AS VALVE
⑨ SCH. 80 NIPPLE. SIZE AS NECESSARY
⑩ MILWAUKEE BRAND OR APPROVED AMERICAN–MADE BRASS GATE VALVE W/ NON RISING STEM (LINE SIZE)
⑪ ELECTRIC CONTROL VALVE – SEE EQUIPMENT SCHEDULE
⑫ PVC SCH. 80 UNION
⑬ WATER TIGHT CONNECTORS (3M DBY ONLY)
⑭ PROVIDE 36" EXPANSION LOOP AT EACH WIRE CONNECTOR IN BOX
⑮ SCH. 80 ELBOW WITH SCH. 80 NIPPLE INTO SxT BUSHING TO LATERAL
⑯ LATERAL LINE
⑰ CONTROL WIRES
⑱ 6" MINIMUM DEPTH OF WASHED 3/4" GRAVEL
⑲ PVC SCH. 80 TEE SxSxS WITH SCH. 80 SxT BUSHING OR DOUBLE STRAP SADDLE.
⑳ ID TAG: RAINBIRD VID SERIES OR APPROVED EQUAL

J CONTROL VALVE ASSEMBLY
NOT TO SCALE — PKJ DESIGN GROUP



① POP–UP ROTOR SPRINKLER – SEE LEGEND
② FINISH GRADE
③ NOTE: ALL ROTOR HEADS TO BE PLACED 2" CLEAR OF ALL HARDSCAPE SURFACES
④ SCH. 80 THREADED NIPPLE
⑤ PVC SCH. 40 SxSxT TEE (OR ELL)
⑥ PVC LATERAL LINE, SIZE AS NOTED ON PLAN
⑦ SWING JOINT ARM INSTALLED AT ANGLE BETWEEN 30 AND 45 DRG. OF LATERAL PIPE. USE MALE THREAD MODEL
⑧ DEPTH – SEE NOTES & TRENCH DETAIL
⑨ MARLEX STREET ELL'S (3)

I POP UP ROTOR DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

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10/21/2020	UT20130

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CIR CIVIL ENGINEERING
3032 SOUTH 1030 WEST, SUITE 202
SALT LAKE CITY, UT 84119
801-949-6296

LANDSCAPE ARCHITECT / PLANNER
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Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

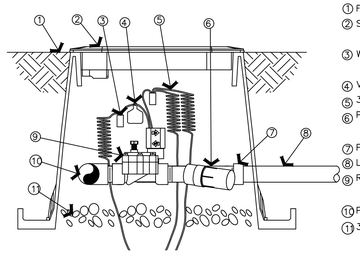
LICENSE STAMP
LICENSED LANDSCAPE ARCHITECT ANDREW AINSWORTH 812812-5301 02/10/2020 STATE OF UTAH

DRAWING INFO	
PM:	KBA
DRAWN:	KBA
CHECKED:	JTA
PLOT DATE:	10/21/2020

IRRIGATION DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

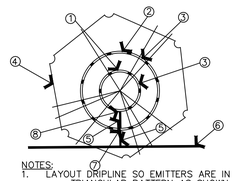
IR 501



① FINISH GRADE
② STANDARD VALVE BOX WITH COVER:
RAIN BIRD VB–STD
③ WATERPROOF CONNECTION:
RAIN BIRD DB SERIES
④ VALVE ID TAG
⑤ 30–INCH LINEAR LENGTH OF WIRE, COILED
⑥ PRESSURE REGULATING FILTER:
RAIN BIRD PRF–100–RBY (INCLUDED IN XCZ–100–PRF KIT)
⑦ PVC SCH 40 FEMALE ADAPTOR
⑧ LATERAL PIPE
⑨ REMOTE CONTROL VALVE:
RAIN BIRD 100–DV (INCLUDED IN XCZ–100–PRF KIT)
⑩ PVC SCH 40 TEE OR ELL TO MANIFOLD
⑪ 3–INCH MINIMUM DEPTH OF 3/4–INCH WASHED GRAVEL

L DRIP CONTROL VALVE ASSEMBLY

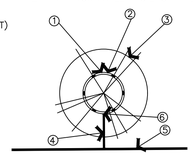
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1. LAYOUT DRIPLINE SO EMITTERS ARE IN TRIANGULAR PATTERN AS SHOWN
2. APPROXIMATELY 16.2 GPH PER TREE

TREE

① 8' RADIUS
② 16' RADIUS
③ RAIN BIRD XFS–09–18–100 OR EQUIVALENT
④ TREE (DECIDUOUS OR EVERGREEN)
⑤ RAIN BIRD XT–700 TUBING OR EQUIVALENT AS APPROVED BY ARCHITECT
⑥ LATERAL LINE
⑦ 4–WAY BARBED TEE
⑧ BARBED TEE



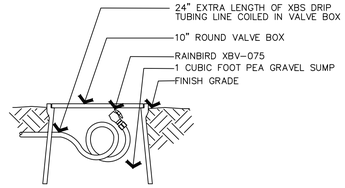
NOTE:
1. APPROXIMATELY 5.4 GPH PER SHRUB

SHRUB

① 12" RADIUS
② RAIN BIRD XFS–09–18–100 OR EQUIVALENT
③ SHRUB
④ RAIN BIRD XT–700 TUBING OR EQUIVALENT AS APPROVED BY ARCHITECT
⑤ LATERAL LINE
⑥ BARBED TEE

M DRIP IRRIGATION - IN LINE EMITTERS

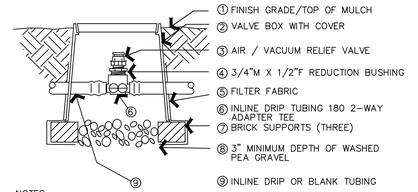
NOT TO SCALE — PKJ DESIGN GROUP



NOTE:
1. INSTALL AT END OF DRIP LINE RUNS FOR WINTERIZATION IN THE FALL.

N FLUSH CAP BOX

NOT TO SCALE — PKJ DESIGN GROUP

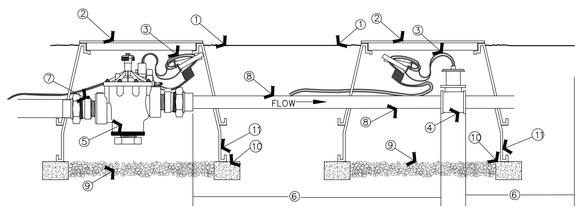


NOTES:
1. SECURE ALL BARB FITTINGS WITH A STAINLESS STEEL PINCH CLAMP.
2. INSTALL A AIR/VACUUM RELIEF VALVE AT HIGH POINTS WITHIN DRIP ZONE.
3. INSTALL FILTER FABRIC AROUND EXTERIOR OF VALVE BOX. USE DUCT TAPE TO SECURE FABRIC TO PIPE AND VALVE BOX.

O DRIP AIR/VACUUM RELIEF VALVE ASSEMBLY

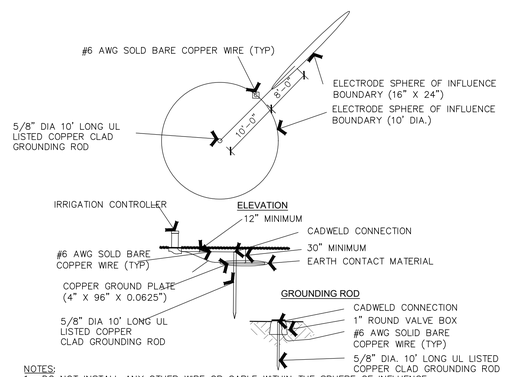
NOT TO SCALE — PKJ DESIGN GROUP

① FINISH GRADE
② GREEN VALVE BOX AND COVER
③ CONTROL WIRES WITH 12" MIN. SERVICE COIL AND WATERPROOF WIRE SPLICE CONNECTORS –
④ FLOW SENSOR PER IRRIGATION LEGEND
⑤ RAIN BIRD PESB SERIES MASTER VALVE
⑥ STRAIGHT PIPE REQUIRED: MINIMUM 10x PIPE DIAMETER UPSTREAM & MINIMUM 5x PIPE DIAMETER DOWNSTREAM
⑦ UNIONS
⑧ PVC MAINLINE – LENGTH AS REQUIRED
⑨ 6" DEPTH OF WASHED ¾" GRAVEL
⑩ CONTINUOUS BRICK SUPPORTS
⑪ VALVE BOX EXTENSIONS REQUIRED



P MASTER VALVE & FLOW SENSOR

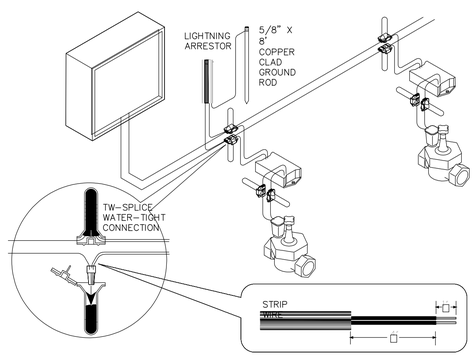
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1. DO NOT INSTALL ANY OTHER WIRE OR CABLE WITHIN THE SPHERE OF INFLUENCE.
2. PLACE 100 LB POWER SET SOIL AMENDMENT TO EACH PLATE AS PER MANUFACTURER'S RECOMMENDATIONS.

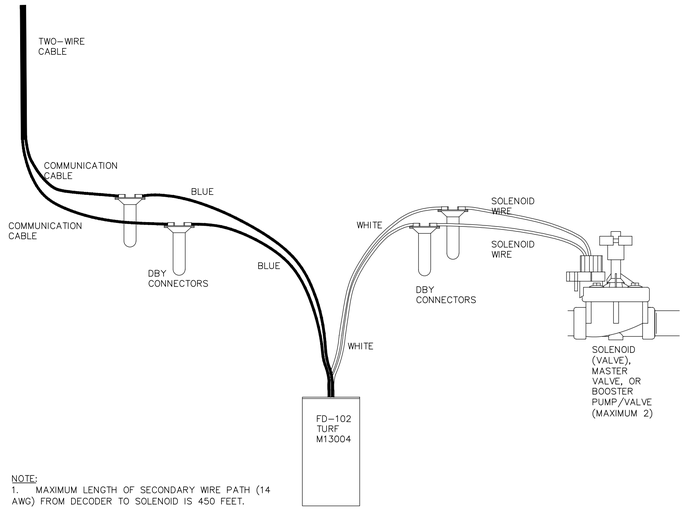
Q GROUNDING DETAIL

NOT TO SCALE — PKJ DESIGN GROUP



R 2-WIRE CONNECTION

NOT TO SCALE — PKJ DESIGN GROUP



NOTE:
1. MAXIMUM LENGTH OF SECONDARY WIRE PATH (14 AWG) FROM DECODER TO SOLENOID IS 450 FEET.

S DECODER WIRING

NOT TO SCALE — PKJ DESIGN GROUP

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PLAN INFORMATION

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www.pkjdesigngroup.com

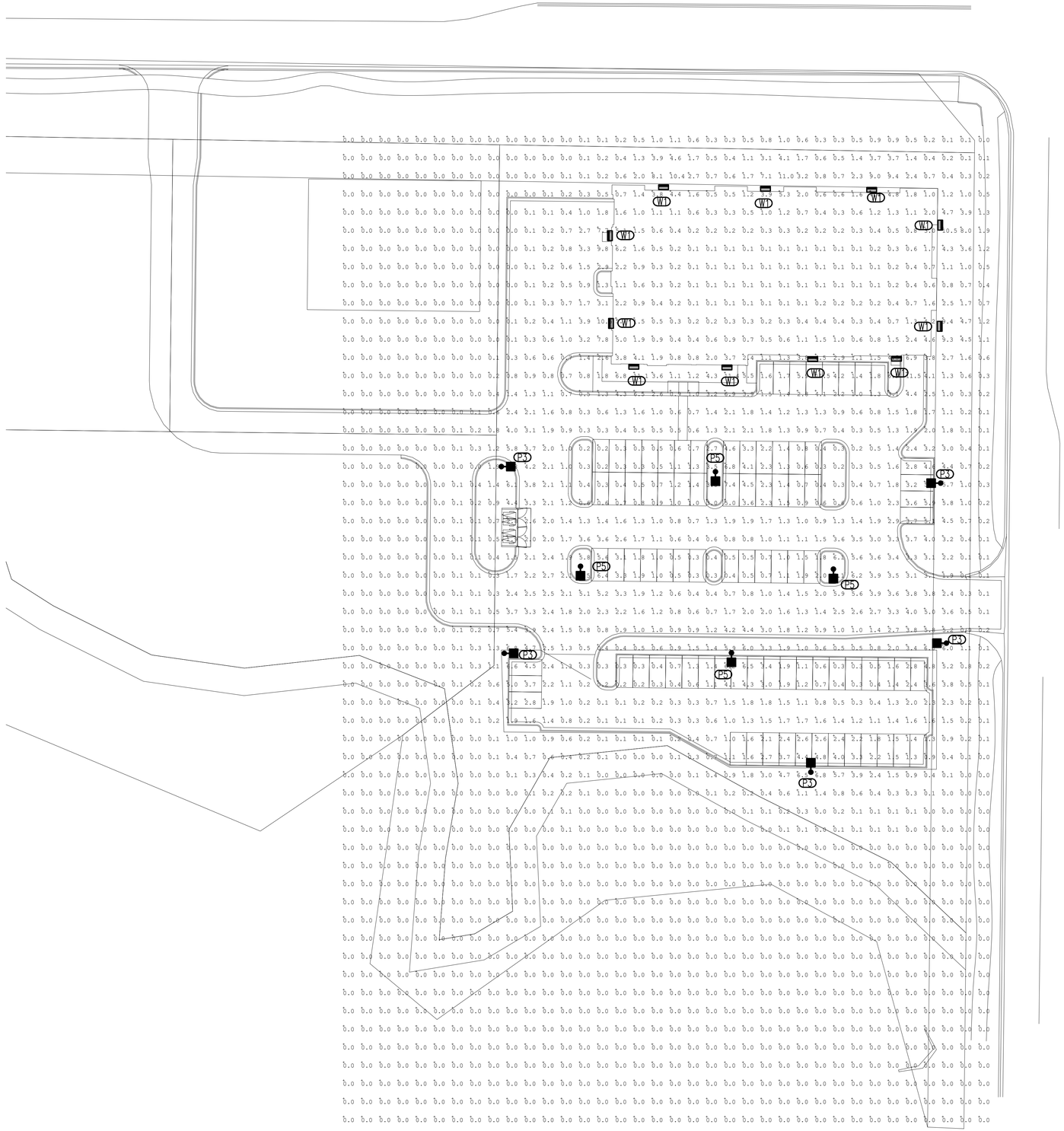
LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT — JEREMY AINSWORTH — 812813 – 5301 — 10/19/2020 — STATE OF UTAH

PM:	KBA
DRAWN:	KBA
CHECKED:	JTA
PLOT DATE:	10/21/2020

PRELIMINARY PLANS NOT FOR CONSTRUCTION

IR 502



NORTH

PHOTOMETRIC SITE LIGHTING PLAN

SCALE: 1"=30'-0"

Optec LED LIGHTING

Catalog:
Project:
Type: TYPE W1

LED Wallpack Series 3 / Large



The OLWP3L series is a stylish wallpack that fits within todays accepted design form factors. Excellent optical performance is achieved with Luminus Brand COB LED arrays and PC metallized specular reflectors. Luminus arrays are ideal light sources due to low thermal resistance, excellent heat transfer and uniform spreading. Use of 95% efficient tempered glass lenses minimizes light loss. LED life is assured through efficient thermal coupling and dissipation via a durable, pressure die cast, low-copper alloy, aluminum housing. Engineered to last, all gaskets are anti-UV, anti-aging with no harmful out-gassing. Luminaries are available with a number of options including alternate CCT choices, color finishes, photocells and brackets.

FEATURES

- Luminus Brand COB Arrays
- Color Temperature: 4000K & 5000K (other CCTs are available upon request)
- CRI: 70
- Lumen Maintenance: L70 = 50,000 hours (at 25° C)
- Full Cutoff (meets IDA criteria)
- Operating Temperature: -40C (-40F) to 40C (104F)
- Durable All Aluminum Pressure Die Cast Housing
- Long Life Durable Powder Coat Finish (custom/other RAL colors are available upon request)
- IP65 Rated (wet listed)
- Mounting: Wall Surface (Other mounting options are available.)

ELECTRICAL SPECIFICATIONS

- Power Input 90-305V (347V & 480V optional)
- Drive Currents: 50W = 1200 mA
  80W = 1875 mA
- Efficacy: 50W = 108.36 lm/W
  80W = 108.82 lm/W
- Power Factor: > 95%
- THD: < 15%
- Surge Protection: 10 kV (optional)
- Control Options: 0-10V Dimming, Button Photocell

TEST & CERTIFICATIONS

- ETL (UL 1598)
- CSA (C22.2 No.250.0)
- RoHS Compliant
- Design Lights Consortium (Standard)

WARRANTY

- 5 - Year warranty (Parts or Replacement)

PERFORMANCE SPECIFICATIONS

Lens Type	Model / Wattage	Lumens	
		4000K	5000K
Type 4	OLWP3L - 050	5,149	5,149
	OLWP3L - 080	8,568	8,568

Drive Current	Wattage	Drive Current	Wattage
1200 mA	50	1875mA	80
Current (A) @ 120V	0.42	Current (A) @ 120V	0.67
Current (A) @ 208V	0.24	Current (A) @ 208V	0.38
Current (A) @ 240V	0.21	Current (A) @ 240V	0.33
Current (A) @ 277V	0.18	Current (A) @ 277V	0.29
Current (A) @ 347V	0.14	Current (A) @ 347V	0.23
Current (A) @ 480V	0.10	Current (A) @ 480V	0.17

LUMINAIRES

TYPE P3/P5

PRODUCT TECHNICAL DATA SHEET

HCI LIGHTING
HERITAGE CASTING & IRONWORKS LTD.

F340-LED SERIES

SPECIFICATIONS



Housing
Made from heavy duty cast aluminum to withstand harsh weather.

Hardware
All exposed hardware is made of durable stainless steel, with industrial strength seals.

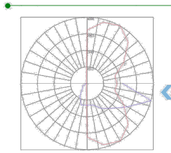
Interior Design & Optical
Energy efficient LED driver is mounted on a removable plate, with quick disconnect wiring to allow easy driver maintenance.
L70 at 50,000 hours with CRIa70.

Exterior Design & Finish
Luminaire is designed to fit post top mounting or pendant mounting with our ornamental arms and poles, and is suitable for wet locations.
Finish is electrostatically applied with thermoset polyester powder-coat.

SIZES

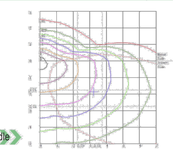
	length	width	height	weight	tenon size	EPA
Large	20"	20"	30"	47 lbs	3"(W) x 4"(L)	3.20 ft²
Small	23"	14"	9"	10 lbs	n/a	0.70 ft²

PHOTOMETRICS



SAMPLE ILLUSTRATION
IES type IV, medium

polar graph



ISO footcandle

PRODUCT	FITTER	DIFFUSER TYPE	WATTAGE	CCT	VOLTAGE	OPTICS	OPTIONS	FINALS	COLOR
F340-L F340-S	N/A	CTG CLEAR TEMPERED GLASS	LED 35W 50W 55W 70W 80W 95W 120W CUSTOM	3000K 4000K 5000K 6000K ± 10% VARIANCE	120V-277V STEP DOWN TRANSFORMER 347V 480V	IES TYPE II (2) III (3) IV (4) V (5)	DIM DIMMING CONTROL PCB BUTTON TYPE PHOTOCELL PEC TWIST LOCK PHOTOCELL	N/A	STANDARD RAL 6005 GREEN 7043 GREY 8019 BRONZE 9011 BLACK 9016 WHITE *TEXTURE AVAILABLE CUSTOM RAL

Product ordering sample F340 - L - CTG - LED35W - 3000K - 120-277V - TYPE II - DIM - RAL9011 BLACK

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REGISTERED PROFESSIONAL ENGINEER
No. 154867
DEAN PAUL LEVORSEN
STATE OF UTAH
DATE: 10-23-20

project name: CASCADE COLLISION
SOVEREIGN PROPERTIES
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

sheet title: PHOTOMETRIC SITE LIGHTING PLAN

file: CASCADE COLLISION

project #: AE-2016

sheet: E1.0

date: 10-23-20

CMT ENGINEERING LABORATORIES



ENGINEERING •GEOTECHNICAL •ENVIRONMENTAL (ESA I & II) •
MATERIALS TESTING •SPECIAL INSPECTIONS •
ORGANIC CHEMISTRY • PAVEMENT
DESIGN •GEOLOGY

GEOTECHNICAL ENGINEERING STUDY

Porters Crossing Commercial/Retail Buildings

SWC Porters Crossing & Pony Express Parkways
Eagle Mountain, Utah
CMT PROJECT NO. 14960

FOR:
Sovereign Properties
533 West State Road, Suite 102
Pleasant Grove, Utah 84062

August 24, 2020

August 24, 2020

Mr. Trevor Sharp
Sovereign Properties
533 West State Road, Suite 102
Pleasant Grove, Utah 84062

Subject: Geotechnical Engineering Study
Porters Crossing Commercial/Retail Buildings
SWC Porters Crossing & Pony Express Parkways
Eagle Mountain, Utah
CMT Project Number: 14960

Mr. Sharp:

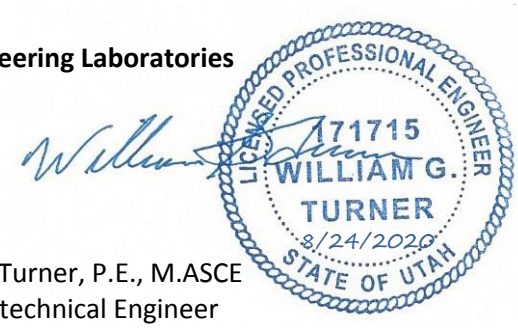
Submitted herewith is the report of our geotechnical engineering study for the subject site. This report contains the results of our findings and an engineering interpretation of the results with respect to the available project characteristics. It also contains recommendations to aid in the design and construction of the earth related phases of this project.

On July 28 and August 11, 2020, CMT Engineering Laboratories (CMT) staff professionals were on-site and supervised the excavation of 6 test pits extending to a depth of about 10 feet, and the drilling of 1 bore hole extending to a depth of about 50 feet, below the existing ground surface. Soil samples were obtained during the field operations and subsequently transported to our laboratory for further testing and observation.

Conventional spread and/or continuous footings may be utilized to support the proposed structures, provided the recommendations in this report are followed. A detailed discussion of design and construction criteria is presented in this report.

We appreciate the opportunity to work with you at this stage of the project. CMT offers a full range of Geotechnical Engineering, Geological, Material Testing, Special Inspection services, and Phase I and II Environmental Site Assessments. With offices throughout Utah, Idaho and Arizona, our staff is capable of efficiently serving your project needs. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at 801-492-4132 or 801-870-6730.

Sincerely,
CMT Engineering Laboratories



William G. Turner, P.E., M.ASCE
Senior Geotechnical Engineer

Reviewed by:



Jeffrey J. Egbert, P.E., LEED A.P., M. ASCE
Senior Geotechnical Engineer

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1.0 INTRODUCTION

1.1 General

CMT Engineering Laboratories (CMT) was retained to conduct a geotechnical subsurface study for proposed commercial/retail buildings. The site is situated at the southwest corner of Porters Crossing Parkway and Pony Express Parkway in Eagle Mountain, Utah, as shown in the **Vicinity Map** below.



VICINITY MAP

1.2 Objectives, Scope and Authorization

The objectives and scope of our study were planned in discussions between Mr. Trevor Sharp of Sovereign Properties, and Mr. Bill Turner of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work has included performing field exploration, which consisted of the drilling/logging/sampling of 1 bore hole and the excavating/logging/sampling of 6 test pits, performing laboratory testing on representative samples of the subsurface soils collected in the explorations,

and conducting an office program, which consisted of correlating available data, performing engineering analyses, and preparing this summary report. This scope of work was authorized by returning a signed copy of our proposal dated March 16, 2020 and executed on July 13, 2020.

1.3 Description of Proposed Construction

We understand that the project will consist of developing approximately 6.4 acres for the construction of commercial/retail buildings, one of which will have a nearly 15,000 square feet footprint, but other buildings could have larger footprints. We anticipate the buildings will be 1 to 1½ stories in height above existing grade, with slabs on grade (no basements). We also project that maximum structural loads will be 6,000 pounds per lineal foot for walls, 100,000 pounds for columns, and 150 pounds per square foot for floors. If the loading conditions are different than we have projected, please notify us so that any appropriate modifications to our conclusions and recommendations contained herein can be made.

Parking/drive paved areas will also be constructed, which we anticipate will utilize both asphalt and concrete pavement. Traffic is projected to consist of mostly automobiles and light trucks, a few daily medium-weight delivery trucks, a weekly garbage truck, and an occasional fire truck.

Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 3 to 5 feet. If deeper cuts or fills are planned, CMT should be notified to provide additional recommendations, if needed.

1.4 Executive Summary

The most significant geotechnical aspects regarding site development include the following:

1. Approximately 3 to 6 inches of topsoil and up to 12 inches of undocumented fill soils blanket the site; foundations and floor slabs should not be placed on topsoil/undocumented fill soils.
2. Potentially collapsible soils are present throughout the site, mostly to a depth of about 5 feet; excavations should extend to that depth prior to placing footings/slabs and/or structural fill.
3. Foundations and floor slabs may be constructed on suitable undisturbed natural soils or on structural/engineered fill that extends to natural soils.

CMT must assess that topsoil, potentially collapsible soils, undocumented fills, debris, disturbed or unsuitable soils have been removed and that suitable soils have been encountered prior to placing site grading fills, footings, slabs, and pavements.

In the following sections, detailed discussions pertaining to the site are provided, including subsurface descriptions, geologic setting, seismicity, earthwork, foundations, lateral resistance, lateral pressure, floor slabs, and pavements.

2.0 FIELD EXPLORATION

2.1 General

In order to define and evaluate the subsurface soil and groundwater conditions, 6 test pits were excavated to a depth of approximately 10 feet, and 1 bore hole was drilled to a depth of approximately 50 feet, below the existing ground surface. We attempted to drill the bore hole to a depth of about 70 feet, but encountered refusal at 50 feet. Locations of the explorations are presented on **Figure 1.**

Samples of the subsurface soils encountered in the bore hole were collected at varying depths through the hollow stem drill augers. Relatively undisturbed samples of the subsurface soils were obtained by driving a split-spoon sampler with 2.5-inch outside diameter rings/liners into the undisturbed soils below the drill augers. Disturbed samples were collected utilizing a standard split spoon sampler. This standard split spoon sampler was driven 18 inches into the soils below the drill augers using a 140-pound hammer free-falling a distance of 30 inches. The number of hammer blows needed for each 6-inch interval was recorded. The sum of the hammer blows for the final 12 inches of penetration is known as a standard penetration test and this 'blow count' was recorded on the bore hole log. The blow count provides a reasonable approximation of the relative density of granular soils, but only a limited indication of the relative consistency of fine-grained soils because the consistency of these soils is significantly influenced by the moisture content.

Representative soil samples were also collected by obtaining disturbed "grab" samples, and cutting relatively undisturbed "block" samples or pushing thin wall tubes, from within each test pit. The samples were placed in sealed plastic bags and containers prior to transport to the laboratory.

The subsurface soils encountered in the explorations were classified in the field based upon visual and textural examination, logged and described in general accordance with ASTM[1] D-2488. These field classifications were supplemented by subsequent examination and testing of select samples in our laboratory. Logs of the explorations, including a description of the soil strata encountered, is presented on each individual Test Pit Log, **Figures 2 through 7**, and on the Bore Hole Log, **Figure 8**, included in the Appendix. Sampling information and other pertinent data and observations are also included on the logs. In addition, a Key to Symbols defining the terms and symbols used on the logs is provided as **Figure 9** in the Appendix.

2.2 Infiltration Testing

Infiltration tests were also performed as part of our field exploration within test pit TP-6 at a depth of about 4 feet below the existing ground surface. The testing consisted of digging a small hole in the test pit at that depth, filling the hole with water, and measuring the rate of water drop over a certain time period (i.e. 10 minutes). This process was repeated multiple times until subsequent readings were the same. The results of this test indicate that the silt soils at this site have an infiltration rate of approximately 9 minutes per inch.

[1]American Society for Testing and Materials

3.0 LABORATORY TESTING

Selected samples of the subsurface soils were subjected to various laboratory tests to assess pertinent engineering properties, as follows:

1. Moisture Content, ASTM D-2216, Percent moisture representative of field conditions
2. Dry Density, ASTM D-2937, Dry unit weight representing field conditions
3. Atterberg Limits, ASTM D-4318, Plasticity and workability
4. Gradation Analysis, ASTM D-1140/C-117, Grain Size Analysis
5. One Dimension Consolidation, ASTM D-2435, Consolidation properties

To provide data for an analysis of potential settlement from structural loading, a one-dimensional consolidation test was performed on each of 4 samples of the subsurface soils collected in the explorations. Based upon data obtained from the consolidation testing, the silt/clay soils at this site are moderately over-consolidated, moderately compressible under additional loading, and have a collapse potential ranging from approximately 0.3% to nearly 7% at a load of 1,000 psf when water was added (see the **Lab Summary Table** below). Detailed results of the tests are maintained within our files and can be transmitted to you, if so desired.

Laboratory test results are presented on the exploration logs (**Figures 2 through 8**) and in the following Lab Summary Table:

LAB SUMMARY TABLE

TEST PIT	DEPTH (feet)	SOIL CLASS	SAMPLE TYPE	MOISTURE CONTENT(%)	DRY DENSITY (pcf)	GRADATION			ATTERBERG LIMITS			COLLAPSE (-)/ EXPANSION(+)
						GRAV.	SAND	FINES	LL	PL	PI	
B-1	2.5	SM	Rings	5				31		NP	NP	
	10	GP-GM	SPT	3				8				
	25	SM	SPT	10				48				
	35	CL	SPT	21				97				
TP-1	4	GM	Bag	14		27	25	48				
TP-2	6.5	GM	Bag	4				24				
TP-3	2	CL	Block	5					28	19	9	-1.2%
TP-4	2.5	CL-ML	Block	6					22	16	6	-0.3%
	5	CL-ML	Bag	16				88				
TP-5	6	ML	Block	8				71		NP	NP	-2.1%
TP-6	2.5	ML	Thin Wall	6						NP	NP	-6.9%
	9.5	GM	Bag	5				38				

4.0 GEOLOGIC & SEISMIC CONDITIONS

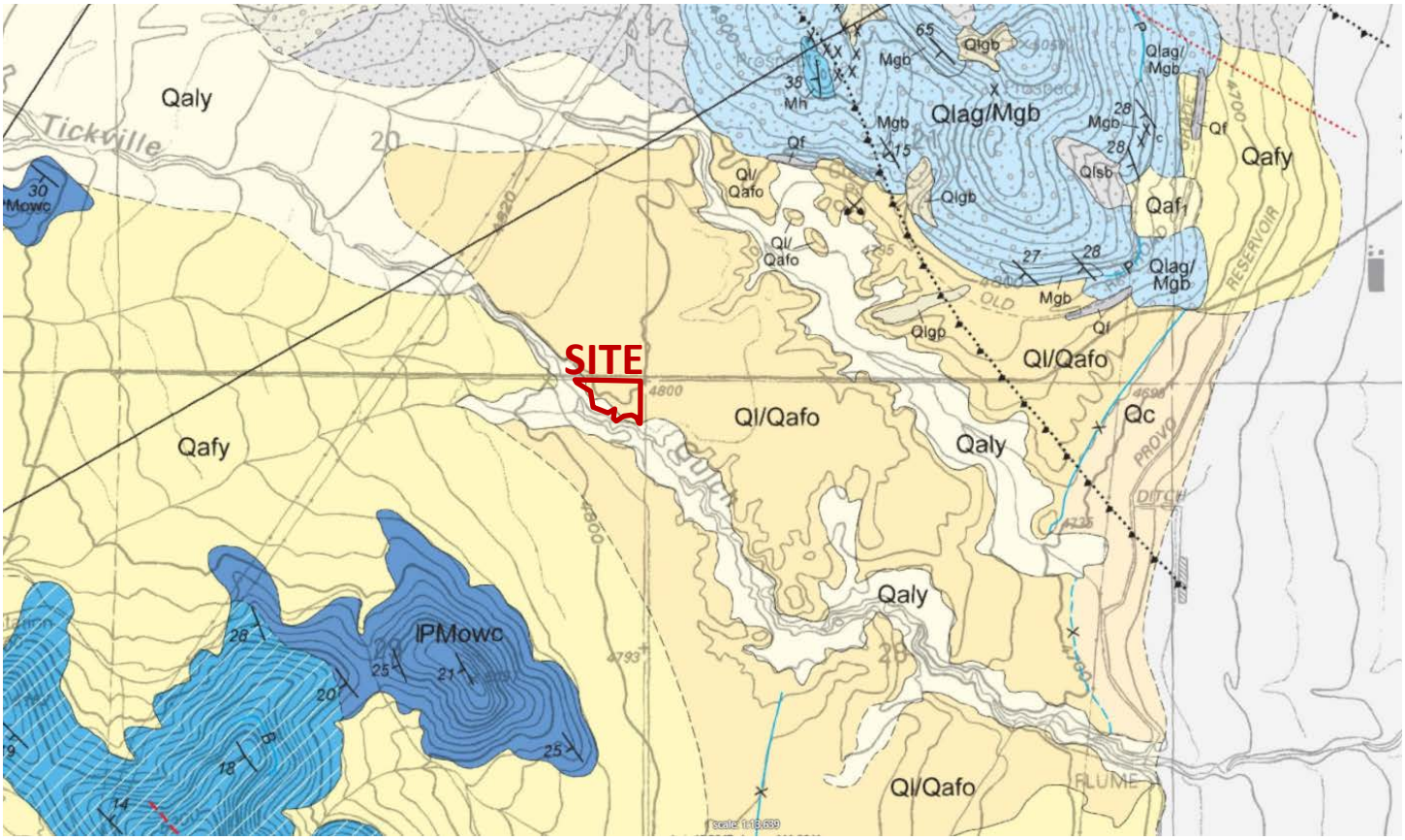
4.1 Geologic Setting

The subject site is located within a transitional area between the west Traverse Mountains to the north and the Lake Mountains to the south. The Lake Mountains are a north-south trending range that lie between the Utah Valley to the east and the Cedar Valley to the west. The site sits at an elevation of approximately 4,800 feet above sea level. The site is also located within the Intermountain Seismic Belt, a zone of active tectonism and seismic activity extending from southwestern Montana to southwestern Utah. The active (evidence of movement within the past 10,000 years) Wasatch Fault Zone is part of the Intermountain Seismic Belt and extends from southeastern Idaho to central Utah along the western base of the Wasatch Mountain Range which forms the eastern boundary of the Utah Valley to the east.

Much of northwestern Utah, including the valleys near the subject site, was also previously covered by the Pleistocene age Lake Bonneville. Utah Lake, which currently occupies much of the western portion of the Utah valley, is a remnant of this ancient fresh water lake. Lake Bonneville reached a high-stand elevation of between approximately 5,160 and 5,200 feet above sea level at between 18,500 and 17,400 years ago. Approximately 17,400 years ago, the lake breached its basin in southeastern Idaho and dropped relatively fast, by almost 300 feet, as water drained into the Snake River. Following this catastrophic release, the lake level continued to drop slowly over time, primarily driven by drier climatic conditions, until reaching the current levels of Utah Lake and the larger Great Salt Lake to the north. Shoreline terraces formed at the high-stand elevation of the lake and several subsequent lower lake levels are visible in places on the mountain slopes surrounding the valley. Much of the sediment within Utah and Cedar Valleys was deposited as lacustrine sediments during both the transgressive (rise) and regressive (fall) phases of Lake Bonneville and in other pre-Bonneville lakes that previously occupied the basin.

The geology of the USGS 7.5 Minute Saratoga Springs, Utah Quadrangle, including the location of the subject site, has been mapped by Biek[2]. The surficial geology on the northeast half of the subject site and adjacent properties is mapped as “Lacustrine deposits over older alluvial-fan deposits” (Map Unit Ql/Qafo) dated to be upper Pleistocene. On the southwest half of the site Unit Ql/Qafo is mapped to be overlain by “Young alluvial deposits” (Map Unit Qaly) dated to be Holocene to upper Pleistocene. Unit Ql/Qafo is described in the referenced mapping as “Older alluvial-fan deposits planated by wave action and partly concealed by a discontinuous veneer of lacustrine deposits.” Unit Qaly is described as “Moderately sorted sand, silt, clay, and local pebble gravel deposited in river channels and flood plains… Probably less than 20 feet (6 m) thick.” No fill has been mapped at the location of the site on the geologic map. Refer to the **Geologic Map**., shown on the next page.

[2] Biek, R.F., 2004, Geologic Map of the Saratoga Springs 7.5’ Quadrangle, Utah County, Utah; Utah Geological Survey Map 201, Scale 1:24,000.



GEOLOGIC MAP

4.2 Faulting

No surface fault traces are shown on the referenced geologic map crossing, adjacent to, or projecting toward the subject site. The nearest mapped active (Holocene) faulting is the little studied and understood Utah Lake Fault Zone approximately 4 miles to the east. The active Provo Segment of the Wasatch Fault Zone is approximately 12 miles to the east. Note that significant shaking will likely occur at the site if an earthquake were to occur within several miles from the site. Seismic design issues are addressed in **Section 4.3** below.

4.3 Seismicity

4.3.1 Site Class

Utah has adopted the International Building Code (IBC) 2018, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2018 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE[3] 7-16, which stipulates that the average values of shear wave velocity, blow count and/or shear strength within the upper 100 feet

[3]American Society of Civil Engineers

(30 meters) be utilized to determine seismic site class. Based on the average blow counts (greater than 15 blows per foot) obtained within B-1, it is our opinion the site best fits Site Class D – Stiff Soil Profile (with data), which we recommend for seismic structural design.

4.3.2 Ground Motions

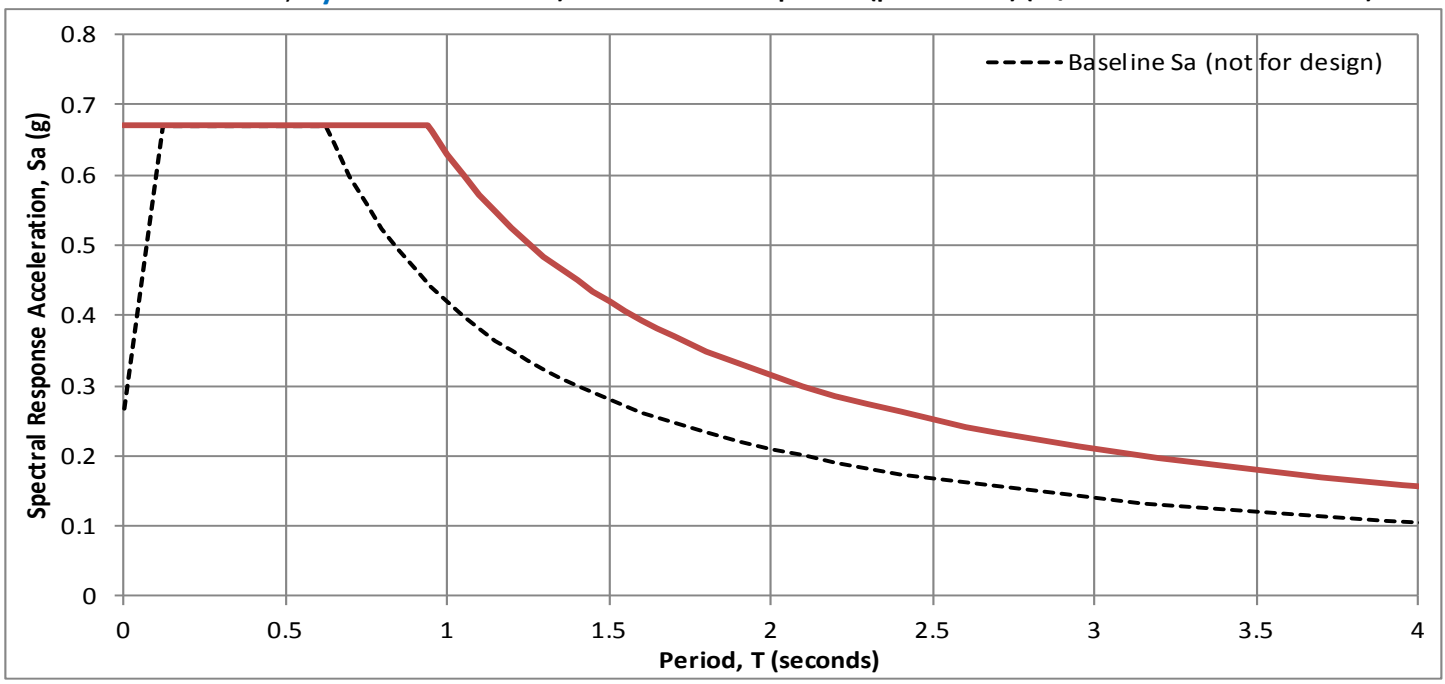
The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period spectral accelerations for the Site Class B/C boundary and the Risk-Targeted Maximum Considered Earthquake (MCE_R). This Site Class B/C boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions at site grid coordinates of 40.0245 degrees north latitude and -111.7667 degrees west longitude. The following table and response spectra summarizes the peak ground, short period and long period accelerations for the MCE_R event, and incorporates appropriate soil correction factors for a Site Class D (with data) soil profile:

SPECTRAL ACCELERATION PERIOD, T	SITE CLASS B/C BOUNDARY [mapped values] (g)	SITE COEFFICIENT	SITE CLASS D* [adjusted for site class effects] (g)	MULTI-PLIER	DESIGN VALUES (g)
Peak Ground Acceleration	PGA = **0.381**	F_{pga} = 1.219	PGA_M = 0.464	1.000	PGA_M = 0.464
0.2 Seconds (Long Period Acceleration)	S_S = **0.874**	F_a = 1.150	S_{MS} = 1.005	0.667	S_{DS} = 0.670
	(no exceptions needed)	F_a = (N/A)	S_{MS} = (N/A)	0.667	S_{DS} = (N/A)
1.0 Second (Long Period Acceleration)	S_1 = **0.317**	F_v = N/A	S_{M1} = N/A	0.667	S_{D1} = N/A
	(Exception 2:)	F_v = (1.983)	S_{M1} = (0.629)	0.667	S_{D1} = (0.419)

NOTES: 1. TL (seconds): **8** *** Site Class D With Data**

2. Site Class: **D** **4. ASCE 7-16 Requires Site-Specific Ground Motion Hazard Analysis (Since S1 ≥ 0.2 sec) - OR Can Use Exception 2 (per §11.4.8) (Sa/Cs Plot Assumes R=Ie=1.0)**

3. Have data to verify? **yes**



As indicated in the above table, S_1 is greater than 0.2 seconds and a site-specific ground motion hazard analysis (GMHA) is required for the site, unless the Exception 2 values shown are used for seismic design. If a site-specific GMHA is desired instead of using the higher exception values, please contact CMT for a proposal to perform the GMHA.

4.3.3 Liquefaction

The site is located within an area designated by the Utah Geologic Survey[4] as having "Very Low" liquefaction potential. Liquefaction is defined as the condition when saturated, loose, sandy soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event. Clayey soils, even if saturated, will generally not liquefy during a major seismic event.

Subsurface soils encountered in B-1 consisted of various layers of silty sand/gravel and clay, while groundwater was not encountered. These conditions support the very low liquefaction potential for this site.

4.4 Other Geologic Hazards

No landslide deposits or features, including lateral spread deposits, are mapped on or adjacent to the site. The site is not located within an active rock fall hazard area. Tickville Gulch, an ephemeral drainage ravine, runs adjacent to the west and south of the site and could transport water and/or sediment during or following high intensity precipitation events or during rapid snow melt.

5.0 SITE CONDITIONS

5.1 Surface Conditions

The site currently comprises vacant land, vegetated with grasses and weeds. Based upon aerial photos dating back to 1993 that are readily available on the internet, the site has remained nearly unchanged since that time, with some small areas of grading being performed the last 15 years, particularly during the construction of Porters Crossing Parkway in 2009. Overall, the upper part of the site is relatively flat, but the west to south portions of the site slope slightly downward toward Tickville Gulch. The site is bordered on the north by Pony Express Parkway, on the east by Porters Crossing Parkway, and on the south and west by Tickville Gulch (see **Vicinity Map** in **Section 1.1** above).

5.2 Subsurface Soils

At the locations of most of the explorations we encountered approximately 3 to 6 inches of topsoil at the surface. At the location of TP-4 we encountered approximately 12 inches of fill, considered undocumented/untested. Natural soils were observed beneath the topsoil/fill soils, consisting of CLAY with varying amounts of sand (CL), SILTY CLAY with sand (CL-ML), SILT with varying amounts of sand (ML), Silty

[4] Utah Geological Survey, "Liquefaction-Potential Map for a Part of Utah County, Utah," Utah Geological Survey Public Information Series 28, August 1994. https://ugspub.nr.utah.gov/publications/public_information/pi-28.pdf

SAND (SM), and Silty GRAVEL with sand to Sandy GRAVEL with silt (GM to GP-GM), extending to the bottom of the explorations.

The silt/clay soils were slightly moist to moist, brown to light brown in color, and estimated to be stiff to very stiff in consistency. They also exhibited moderate over consolidation and strength characteristics, moderate to slightly high compressibility characteristics, and mostly a moderate potential for collapse when wetted.

The natural sand/gravel soils were slightly moist to moist, brown to gray/brown in color, and medium dense to very dense based on the blow counts in bore hole B-1.

For a more descriptive interpretation of subsurface conditions, please refer to the exploration logs, **Figures 2 through 8**, which graphically represent the subsurface conditions encountered. The lines designating the interface between soil types on the logs generally represent approximate boundaries; in situ, the transition between soil types may be gradual.

5.3 Groundwater

Groundwater was not encountered in the explorations to the maximum depth explored of about 50 feet below existing grade at the time of our field exploration. Thus, groundwater is not anticipated to affect the proposed construction.

Groundwater levels can fluctuate as much as 1.5 to 2 feet seasonally. Numerous other factors such as heavy precipitation, irrigation of neighboring land, and other unforeseen factors, may also influence ground water elevations at the site. The detailed evaluation of these and other factors, which may be responsible for ground water fluctuations, is beyond the scope of this study.

5.4 Site Subsurface Variations

Based on the results of the subsurface explorations and our experience, variations in the continuity and nature of subsurface conditions should be anticipated. Due to the heterogeneous characteristics of natural soils, care should be taken in interpolating or extrapolating subsurface conditions between or beyond the exploratory locations.

6.0 SITE PREPARATION AND GRADING

6.1 General

All deleterious materials should be stripped from the site prior to commencement of construction activities. This includes loose and disturbed soils, topsoil, vegetation, etc. Based upon the conditions observed in the explorations, there is topsoil on the surface of the site which we estimated to be about 3 to 6 inches in thickness. When stripping and grubbing, topsoil should be distinguished by the apparent organic content and

not solely by color; thus we estimate that topsoil stripping will need to include the upper 4 inches, but locally could be deeper where root balls exist.

Outside of building footprints, proper preparation of fill/disturbed soils shall consist of removing the upper 12 inches, scarifying to a minimum depth of 8 inches and compacting the soils in place. The exposed subgrade must then be proof rolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or loose soils are encountered, they must be removed (up to a maximum depth of 2 feet) and replaced with structural fill.

The site should be observed by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

Fill placed over large areas to raise overall site grades can induce settlements in the underlying natural soils. If more than 3 feet of site grading fill is anticipated over the natural ground surface, we should be notified to assess potential settlements and provide additional recommendations as needed. These recommendations may include placement of the site grading fill far in advance to allow potential settlements to occur prior to construction.

6.2 Temporary Excavations

Excavations deeper than 8 feet are not anticipated at the site. Groundwater was not encountered to the maximum depth explored of 50 feet below the existing ground surface, and is thus not anticipated to affect construction.

The near-surface natural soils encountered at this site predominantly consisted of silt/clay. In clayey (cohesive) soils, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V).

For sandy/gravelly (cohesionless) soils, temporary construction excavations not exceeding 4 feet in depth should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult to maintain, and will require very flat side slopes and/or shoring, bracing and dewatering.

To reduce disturbance of the natural soils during excavation, we recommend that smooth edge buckets/blades be utilized.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

6.3 Fill Material

Following are our recommendations for the various fill types we anticipate will be used at this site:

FILL MATERIAL TYPE	DESCRIPTION | RECOMMENDED SPECIFICATION
Structural Fill	Placed below structures, flatwork and pavement. Well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 50% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material (see discussion below).
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equivalent (see **Section 6.6**).

On-site soils are not suitable for use as structural fill, but may be used as site grading fill and non-structural fill. Note that the on-site silt/clay soils are moisture-sensitive, which means they are inherently more difficult to work with in proper moisture conditioning (they are very sensitive to changes in moisture content), requiring very close moisture control during placement and compaction. This will be very difficult, if not impossible, during wet and cold periods of the year. We also recommend the site grading fill thickness using on-site silt/clay soils be a maximum of 3 feet below structures, to minimize potential settlements.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

6.4 Fill Placement and Compaction

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO[5] T-180) in accordance with the following recommendations:

[5] American Association of State Highway and Transportation Officials

LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
Beneath an area extending at least 4 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill) extending at least 2 feet beyond the perimeter	0 to 5 5 to 8	95 98
Site grading fill outside area defined above	0 to 5 5 to 8	92 95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5 5 to 8	90 92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

6.5 Utility Trenches

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA[6] requirements.

All utility trench backfill material below structurally loaded facilities (foundations, floor slabs, flatwork, parking lots/drive areas, etc.) should be placed at the same density requirements established for structural fill in the previous section.

Most utility companies and local governments are requiring Type A-1a or A-1b (AASHTO Designation) soils (sand/gravel soils with limited fines) be used as backfill over utilities within public rights of way, and the backfill be compacted over the full depth above the bedding zone to at least 96% of the maximum dry density as determined by AASHTO T-180 (ASTM D-1557).

Where the utility does not underlie structurally loaded facilities and public rights of way, on-site fill and natural soils may be utilized as trench backfill above the bedding layer, provided they are properly moisture conditioned and compacted to the minimum requirements stated above in **Section 6.4**.

6.6 Stabilization

The natural silt/clay soils at this site will likely be susceptible to rutting and pumping. The likelihood of disturbance or rutting and/or pumping of the existing natural soils is a function of the load applied to the surface, as well as the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the surface by using lighter equipment and/or

[6] American Public Works Association

partial loads, by working in drier times of the year, or by providing a working surface for the equipment. Rubber-tired equipment particularly, because of high pressures, promotes instability in moist/wet, soft soils.

If rutting or pumping occurs, traffic should be stopped and the disturbed soils should be removed and replaced with stabilization material. Typically, a minimum of 18 inches of the disturbed soils must be removed to be effective. However, deeper removal is sometimes required.

To stabilize soft subgrade conditions (if encountered), a mixture of coarse, clean, angular gravels and cobbles and/or 1.5- to 2.0-inch clean gravel should be utilized. Often the amount of gravelly material can be reduced with the use of a geotextile fabric such as Mirafi RS280i, or equivalent. Its use will also help avoid mixing of the subgrade soils with the gravelly material. After excavating the soft/disturbed soils, the fabric should be spread across the bottom of the excavation and up the sides a minimum of 18 inches. Otherwise, it should be placed in accordance with the manufacturer's recommendation, including proper overlaps. The gravel material can then be placed over the fabric in compacted lifts as described above.

7.0 FOUNDATION RECOMMENDATIONS

The following recommendations have been developed on the basis of the previously described project characteristics, the subsurface conditions observed in the field and the laboratory test data, as well as common geotechnical engineering practice.

7.1 Foundation Recommendations

Given the presence and depth of potentially collapsible soils, we recommend that footings excavations either extend to a minimum depth of 5 feet or to natural sand/gravel soils (if less than 5 feet). Footings may then be placed on suitable natural soils at that depth or on structural fill placed on suitable natural soils and properly compacted up to proposed footing grade. Footings may be designed using a net bearing pressure of 1,500 psf if placed on suitable, undisturbed, natural soils or 2,000 psf if placed on a minimum 18 inches of structural fill. The term "net bearing pressure" refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

7.2 Installation

Under no circumstances shall foundations be placed on undocumented fill, disturbed soils, topsoil with organics, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

Deep, large roots may be encountered where trees and larger bushes are located or were previously located at the site; such large roots should be removed. If unsuitable soils are encountered, they must be completely removed and replaced with properly compacted structural fill. Excavation bottoms should be observed by a CMT geotechnical engineer to confirm that suitable bearing soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with **Section 6** above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is 2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

The minimum thickness of structural fill below footings should be equivalent to one-third the thickness of structural fill below any other portion of the foundations. For example, if footings will cross over an area where an old basement was backfilled, and the maximum depth of structural fill used for the backfill is 6 feet, all footings for the new structure should be underlain by a minimum 2 feet of structural fill.

7.3 Estimated Settlement

Foundations designed and constructed in accordance with our recommendations could experience some settlement, but we anticipate that total settlements of footings founded as recommended above will not exceed 1 inch, with differential settlements on the order of 0.5 inches over a distance of 25 feet. We expect approximately 50% of the total settlement to initially take place during construction.

7.4 Lateral Resistance

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.30 for natural silt/clay soils or 0.40 for natural sand/gravel soils or structural fill, may be utilized for design. Passive resistance provided by properly placed and compacted structural fill above the water table may be considered equivalent to a fluid with a density of 400 pcf. A combination of passive earth resistance and friction may be utilized if the friction component of the total is divided by 1.5.

8.0 LATERAL EARTH PRESSURES

We anticipate that below-grade walls up to 4 feet high might be constructed at this site. The lateral earth pressure values given below are for a backfill material that will consist of drained sand/gravel soils (less than

10% passing No. 200 sieve) placed and compacted in accordance with the recommendations presented herein. If other soil types will be used as backfill, we should be notified so that appropriate modifications to these values can be provided, as needed.

The lateral pressures imposed upon subgrade facilities will depend upon the relative rigidity and movement of the backfilled structure. Following are the recommended lateral pressure values, which also assume that the soil surface behind the wall is horizontal and that the backfill within 3 feet of the wall will be compacted with hand-operated compacting equipment.

CONDITION	STATIC (psf/ft)*	SEISMIC (psf)**
Active Pressure (wall is allowed to yield, i.e. move away from the soil, with a minimum 0.001H movement/rotation at the top of the wall, where "H" is the total height of the wall)	35	43
At-Rest Pressure (wall is not allowed to yield)	55	115
Passive Pressure (wall moves into the soil)	425	475

*Equivalent Fluid Pressure (applied at 1/3 Height of 4-foot High Wall)
**Uniform Pressure, Seismic Only (applied at 1/2 Height of 4-foot High Wall)

9.0 FLOOR SLABS

Floor slabs may be established upon suitable, undisturbed, natural soils and/or on structural fill extending to suitable natural soils (same as for foundations). Under no circumstances shall floor slabs be established directly on any topsoil, potentially collapsible soils, undocumented fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of "free-draining" fill, such as "pea" gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs should have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

10.0 DRAINAGE RECOMMENDATIONS

The on-site near-surface silt/clay soils are potentially collapsible when subjected to water, thus it is very important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around each structure should be sloped to provide drainage away from the foundations. We recommend a minimum slope of 6 inches in the first 10 feet away from the structure. This slope should be maintained throughout the lifetime of the structure.

2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.

3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.

4. Landscape sprinklers should be aimed away, and located at least 4 feet, from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.

5. Other precautions that may become evident during construction.

11.0 PAVEMENTS

All pavement areas must be prepared as discussed above in **Section 6.1**. Under no circumstances shall pavements be established over topsoil, undocumented fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

We anticipate the natural silt/clay soils will exhibit poor pavement support characteristics when saturated or nearly saturated. Based on our laboratory testing experience with similar soils, our pavement design is based upon a California Bearing Ratio (CBR) of 3 for the natural silt/clay soils. Given the projected traffic as discussed above in **Section 1.3**, the following pavement sections are recommended for the given ESAL's (18-kip equivalent single-axle loads) per day:

MATERIAL	PAVEMENT SECTION THICKNESS (inches)					
	PARKING AREAS (1 ESAL per day)			DRIVE AREAS (3 ESAL'S per day)		
Asphalt	**3**	**3**	**---**	**3.5**	**3.5**	**---**
Concrete	**---**	**--**	**5**	**---**	**---**	**6**
Road-Base	**8**	**4**	**5**	**10**	**6**	**5**
Subbase	**0**	**6**	**0**	**0**	**6**	**0**
Total Thickness	**11**	**13**	**10**	**13.5**	**15.5**	**11**

Untreated base course (UTBC) should conform to city specifications, or to 1-inch-minus UDOT specifications for A–1-a/NP, and have a minimum CBR value of 70%. Material meeting our specification for structural fill can be used for subbase, as long as the fines content (percent passing No. 200 sieve) does not exceed 15%. Roadbase and subbase material should be compacted as recommended above in **Section 6.4**. Asphalt material generally

should conform to APWA requirements, having a ½-inch maximum aggregate size, a 75-gyration Superpave mix containing no more than 15% of recycled asphalt (RAP) and a PG58-28 binder.

Concrete pavement should typically have a minimum 28-day strength of 3,000 psi, and should be saw-cut at appropriate intervals and at the proper time to control the locations of shrinkage cracking. This generally means maximum saw-cut intervals of twice the pavement thickness, in feet (i.e. a 10-foot maximum interval for 5 inches thick concrete), and performing the saw cutting within 24 hours of placement.

12.0 QUALITY CONTROL

We recommend that CMT be retained as part of a comprehensive quality control testing and observation program. With CMT onsite we can help facilitate implementation of our recommendations and address, in a timely manner, any subsurface conditions encountered which vary from those described in this report. Without such a program CMT cannot be responsible for application of our recommendations to subsurface conditions which may vary from those described herein. This program may include, but not necessarily be limited to, the following:

12.1 Field Observations

Observations should be completed during all phases of construction such as site preparation, foundation excavation, structural fill placement and concrete placement.

12.2 Fill Compaction

Compaction testing by CMT is required for all structural supporting fill materials. Maximum Dry Density (Modified Proctor, ASTM D-1557) tests should be requested by the contractor immediately after delivery of any fill materials. The maximum density information should then be used for field density tests on each lift as necessary to ensure that the required compaction is being achieved.

12.3 Excavations

All excavation procedures and processes should be observed by a geotechnical engineer from CMT or his representative. In addition, for the recommendations in this report to be valid, all backfill and structural fill placed in trenches and all pavements should be density tested by CMT. We recommend that freshly mixed concrete be tested by CMT in accordance with ASTM designations.

13.0 LIMITATIONS

The recommendations provided herein were developed by evaluating the information obtained from the subsurface explorations and soils encountered therein. The exploration logs reflect the subsurface conditions only at the specific location at the particular time designated on the logs. Soil and ground water conditions may

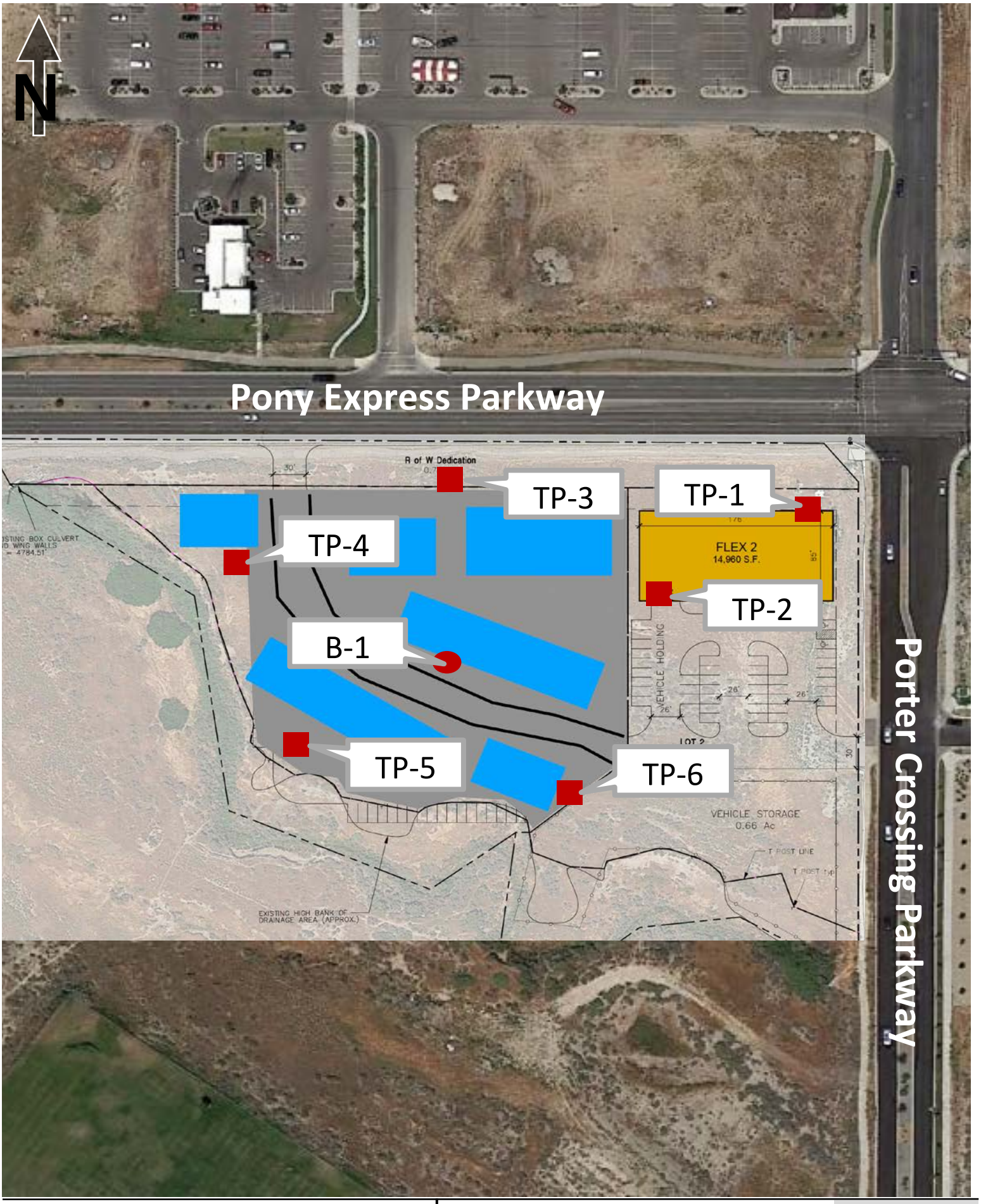
differ from conditions encountered at the actual exploration locations. The nature and extent of any variation in the explorations may not become evident until during the course of construction. If variations do appear, it may become necessary to re-evaluate the recommendations of this report after we have observed the variation.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 492-4132. To schedule materials testing, please call (801) 381-5141.

APPENDIX

SUPPORTING
DOCUMENTATION



Porters Crossing Commercial Buildings SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah	CMT ENGINEERING LABORATORIES		Figure: 1
	Site Map	Date: 28-Jul-20 Job # 14960	

Porters Crossing Commercial Buildings

Test Pit Log

TP-1

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Topsoil; silt with roots										
1		Brown Silty CLAY (CL), some sand slightly moist, stiff (estimated)										
2												
3				1								
4												
4		Gray Silty GRAVEL with Sand (GM), some cobble, some sand lenses showing oxidation staining moist, medium dense (estimated)		2	14		27	25	48			
5												
6												
7												
8												
9												
10		END AT 10'										
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
Page: 1 of 1

Figure: 2

Porters Crossing Commercial Buildings

Test Pit Log

TP-2

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Topsoil										
1		Light Brown Silty CLAY (CL) slightly moist, stiff (estimated)										
2												
3		Brown Silty GRAVEL with Sand (GM) slightly moist, medium dense (estimated)										
4												
5		grades with light brown silt lense up to 12" thick										
6		grades light brownish gray with some cobble										
7				3	4				24			
8												
9												
10				4								
		END AT 10'										
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
Page: 1 of 1

Figure: 3

Porters Crossing Commercial Buildings

Test Pit Log

TP-3

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Topsoil										
		Light Brown Sandy CLAY (CL) with some roots dry, stiff (estimated)										
2				5	5					28	19	9
5		Gray Silty GRAVEL with Sand (GM), some cobble slightly moist, medium dense (estimated)										
9				6								
10		END AT 10'										

Remarks: Groundwater not encountered during excavation.

Figure: 4

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
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Porters Crossing Commercial Buildings

Test Pit Log

TP-4

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Fill with debris										
1		Light Brown SILTY CLAY with sand (CL-ML), pinholes slightly moist, stiff (estimated)										
2												
3			■	7	6					22	16	6
4												
5		moist	◢	8	16				88			
6												
7		grades with more sand										
8												
9		slightly moist	■	9								
10		END AT 10'										
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 5

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
Page: 1 of 1

Porters Crossing Commercial Buildings

Test Pit Log

TP-5

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Topsoil; brown silt with roots										
1		Light Brown SILT with sand (ML) slightly moist, stiff (estimated)										
2												
3												
4				10								
5												
6				11	8				71		NP	NP
7												
8												
9		Light Brown Silty GRAVEL with Sand (GM) slightly moist, medium dense (estimated)		12								
10		END AT 10'										
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 6

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
Page: 1 of 1

Porters Crossing Commercial Buildings

Test Pit Log

TP-6

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10'
Water Depth: (see Remarks)

Date: 8/11/20
Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Light Brown SILT with sand (ML), some gravel slightly moist, stiff (estimated)										
3				13	6						NP	NP
6				14								
7		Light Brown Silty GRAVEL with Sand (GM) slightly moist, medium dense (estimated)										
10				15	5				38			
		END AT 10'										

Remarks: Groundwater not encountered during excavation.

Figure: 7

CMT ENGINEERING LABORATORIES

Excavated By: Blaine Hone Excavating
Logged By: Owen Kahn
Page: 1 of 1

Porters Crossing Commercial Buildings — Bore Hole Log — B-1

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Boring Type: Hollow-Stem Auger | Total Depth: 50' | Date: 7/28/20
Surface Elev. (approx): N/A | Water Depth: (see Remarks) | Job #: 14960

Depth (ft)	Soil Description	Sample Type	Sample #	Blows (N)	Total	Moisture (%)	Dry Density(pcf)	Gradation: Gravel %	Gradation: Sand %	Gradation: Fines %	Atterberg: LL	Atterberg: PL	Atterberg: PI
0	Topsoil 2-3"												
	Light Brown Silty Fine SAND (SM) slightly moist, loose												
	grades with occasional gravel		1	6 9 7	16	5				31		NP	NP
4	Brownish Gray Silty GRAVEL with sand (GM) slightly moist, medium dense												
			2	4 3 10	13								
	Grayish Brown Sandy GRAVEL with silt (GP-GM) dry, dense												
8			3	19 24 22	46								
	very dense												
			4	17 30 35	65	3				8			
12													
			5	28 40 26	66								
16	Brown Silty SAND (SM) slightly moist, medium dense												
	grades with gravel		6	7 10 11	21								
20	Brown Sandy GRAVEL with sand (GP-GM) slightly moist, dense												
	Brown Silty SAND (SM) moist, medium dense												
24			7	7 6 15	21	10				48			
	Brown Silty GRAVEL with sand (GM) slightly moist, very dense												
28													

Remarks: Groundwater not encountered during drilling.

Figure: 8

CMT ENGINEERING LABORATORIES

Drilled By: Great Basin Drilling
Logged By: Olivia Roberts
Page: 1 of 2

Porters Crossing Commercial Buildings

Bore Hole Log

B-1

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Boring Type: Hollow-Stem Auger | Total Depth: 50' | Date: 7/28/20

Surface Elev. (approx): N/A | Water Depth: (see Remarks) | Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Blows (N)	Total	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
28		Brown Silty GRAVEL with sand (GM) (Continued)												
				8	15 24 27	51								
32		Brown Silty CLAY (CL), trace sand, occasional fine sand seams wit oxidation staining moist, stiff												
				9	3 4 5	9	21				97			
36														
		Brown Silty SAND (SM), some 1-3" thick clay lenses moist, medium dense												
40				10	8 15 13	28								
		Brown Silty CLAY (CL), some sand seams moist, very stiff												
44				11	8 9 12	21								
48		grades with dense gravel lense at 48', AUGER REFUSAL in grav stiff		12	7 7 7	14								
		END AT 50.0'												
52														
56														

Remarks: Groundwater not encountered during drilling.

Figure: **8**

CMT ENGINEERING LABORATORIES

Drilled By: Great Basin Drilling

Logged By: Olivia Roberts

Page: 2 of 2

Porters Crossing Commercial Buildings

SWC Porters Crossing & Pony Express Parkway, Eagle Mountain, Utah

Key to Symbols

Date: 7/28/20

Job #: 14960

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Blows(N) Total	Moisture (%)	Dry Density(pcf)	Gradation ⑩ Gravel %	Sand %	Fines %	Atterberg ⑪ LL	PL	PI
①	②	③	④	⑤	⑥ ⑦	⑧	⑨						

COLUMN DESCRIPTIONS

① **Depth (ft.):** Depth (feet) below the ground surface (including groundwater depth - see water symbol below).

② **Graphic Log:** Graphic depicting type of soil encountered (see ② below).

③ **Soil Description:** Description of soils encountered, including Unified Soil Classification Symbol (see below).

④ **Sample Type:** Type of soil sample collected at depth interval shown; sampler symbols are explained below-right.

⑤ **Sample #:** Consecutive numbering of soil samples collected during field exploration.

⑥ **Blows:** Number of blows to advance sampler in 6" increments, using a 140-lb hammer with 30" drop.

⑦ **Total Blows:** Number of blows to advance sampler the 2nd and 3rd 6" increments.

⑧ **Moisture (%):** Water content of soil sample measured in laboratory (percentage of dry weight of sample).

⑨ **Dry Density (pcf):** The dry density of a soil measured in laboratory (pounds per cubic foot).

⑩ **Gradation:** Percentages of Gravel, Sand and Fines (Silt/Clay), obtained from lab test results of soil passing the No. 4 and No. 200 sieves.

⑪ **Atterberg:** Individual descriptions of Atterberg Tests are as follows:

LL = Liquid Limit (%): Water content at which a soil changes from plastic to liquid behavior.

PL = Plastic Limit (%): Water content at which a soil changes from liquid to plastic behavior.

PI = Plasticity Index (%): Range of water content at which a soil exhibits plastic properties (= Liquid Limit - Plastic Limit).

STRATIFICATION	
Description	**Thickness**
Seam	Up to ½ inch
Lense	Up to 12 inches
Layer	Greater than 12 in.
Occasional	1 or less per foot
Frequent	More than 1 per foot

MODIFIERS	
Trace	<5%
Some	5-12%
With	> 12%

MOISTURE CONTENT
Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp / moist to the touch, but no visible water.
Saturated: Visible water, usually soil below groundwater.

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

MAJOR DIVISIONS			USCS SYMBOLS	②	TYPICAL DESCRIPTIONS
COARSE-GRAINED SOILS More than 50% of material is larger than No. 200 sieve size.	GRAVELS The coarse fraction retained on No. 4 sieve.	CLEAN GRAVELS (< 5% fines)	GW		Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
			GP		Poorly-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
		GRAVELS WITH FINES (≥ 12% fines)	GM		Silty Gravels, Gravel-Sand-Silt Mixtures
			GC		Clayey Gravels, Gravel-Sand-Clay Mixtures
	SANDS The coarse fraction passing through No. 4 sieve.	CLEAN SANDS (< 5% fines)	SW		Well-Graded Sands, Gravelly Sands, Little or No Fines
			SP		Poorly-Graded Sands, Gravelly Sands, Little or No Fines
		SANDS WITH FINES (≥ 12% fines)	SM		Silty Sands, Sand-Silt Mixtures
			SC		Clayey Sands, Sand-Clay Mixtures
FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	SILTS AND CLAYS Liquid Limit less than 50%		ML		Inorganic Silts and Very Fine Sands, Silty or Clayey Fine Sands or Clayey Silts with Slight Plasticity
			CL		Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
			OL		Organic Silts and Organic Silty Clays o f Low Plasticity
	SILTS AND CLAYS Liquid Limit greater than 50%		MH		Inorganic Silts, Micacious or Diatomacious Fine Sand or Silty Soils with Plasticity (Elastic Silts)
			CH		Inorganic Clays of High Plasticity, Fat Clays
			OH		Organic Silts and Organic Clays of Medium to High Plasticity
HIGHLY ORGANIC SOILS			PT		Peat, Humus, Swamp Soils with High Organic Contents

Note: Dual Symbols are used to indicate borderline soil classifications (i.e. GP-GM, SC-SM, etc.).

SAMPLER SYMBOLS

- Block Sample
- Bulk/Bag Sample
- Modified California Sampler
- 3.5" OD, 2.42" ID D&M Sampler
- Rock Core
- Standard Penetration Split Spoon Sampler
- Thin Wall (Shelby Tube)

WATER SYMBOL

- Encountered Water Level
- Measured Water Level

(see Remarks on Logs)

1. The results of laboratory tests on the samples collected are shown on the logs at the respective sample depths.
2. The subsurface conditions represented on the logs are for the locations specified. Caution should be exercised if interpolating between or extrapolating beyond the exploration locations.
3. The information presented on each log is subject to the limitations, conclusions, and recommendations presented in this report.

CMT ENGINEERING LABORATORIES

Figure: 9

CIR
Engineering, L.L.C.

CASCADE COLLISION
PORTER CROSSING PKWY, EAGLE MOUNTAIN, UTAH

DRAINAGE REPORT

Submitted to:

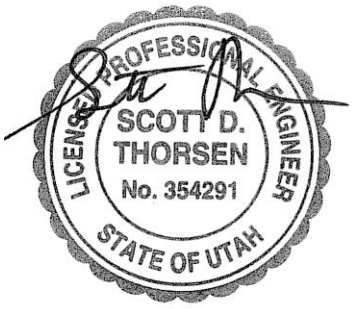
EAGLE MOUNTAIN CITY

Prepared for:

CASCADE COLLISION

By:

CIR ENGINEERING
3032 South 1030 WEST
SLC, UT 84119
801-949-6296



October 20, 2020

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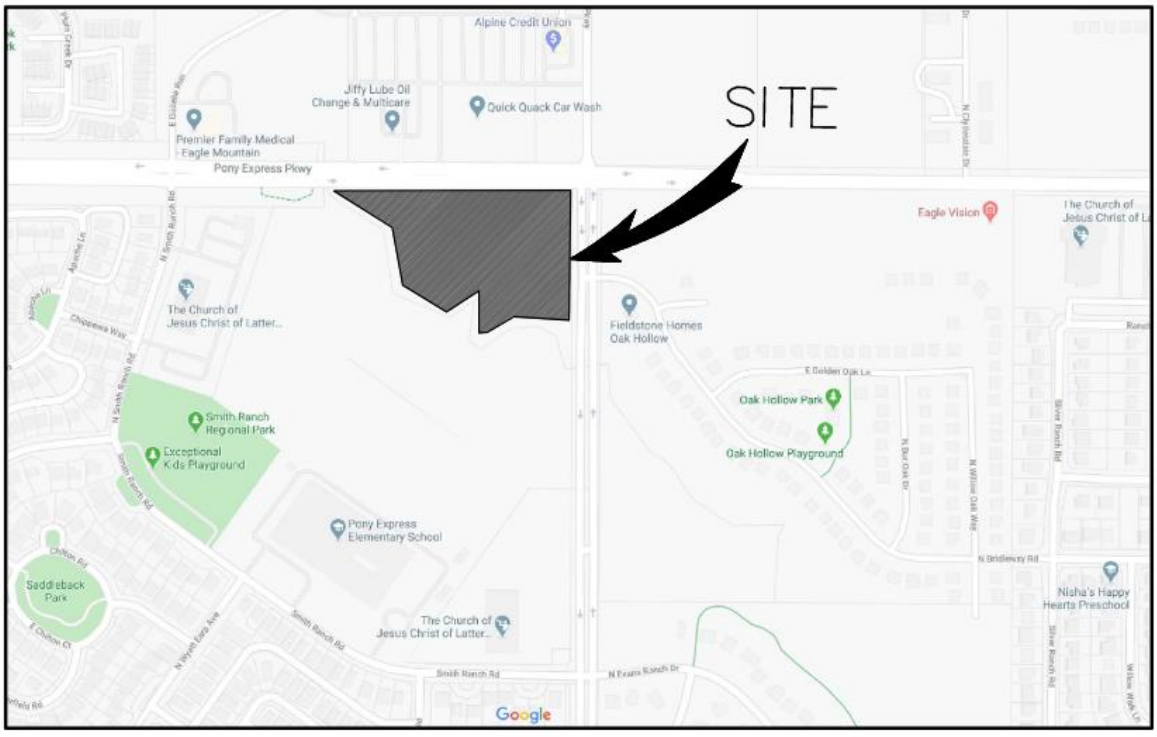
Drainage Basin	Page 2-3
Summary:	Page 5

Appendix A- Hydrocad Site project printouts (100-year 24-hour)



VICINITY MAP
NOT TO SCALE

General Location and Descriptions:

The runoff and drainage calculations in this report pertain to the storm drainage design for the Cascade Collision project, located at the intersection of Porter Crossing Pkwy and Pony Express Pkwy in Eagle Mountain, Utah.

This project is approximately 2.84 acres in size and will be analyzed as one drainage basin. The site is bordered to the North & East by public roads and to the south and West by a stream.

The existing condition of the lot is undeveloped ground with native grasses and weeds. The site drops in elevation from North to South on the order of approximately 20 feet.

The Drainage Basin is 2.84 acres in size and will account for the storm water runoff from the entire site. The site is graded to caught storm water runoff in two inlet boxes where it will be direct towards a detention pond. The runoff will flow out of the detention pond through an orifice and snout pretreatment device before it enters the stream adjacent to the site. An emergency overflow outlet is provided at an elevation of 4791 in the pond. (See Appendix A for drainage exhibit).

A temporary retention pond is provided in lot 4 to capture the runoff from the access drive until future improvements are made.

Analysis:

We have used HydroCAD to model the storm event for the site. The SCS method was used based on a 100-year 24-hour storm event. The 100-year 24-hour precipitation value used is 2.01 inches and was obtained from NOAA.

Weighted Curve Number:

Proposed Site:				
Roof Area	**16584**	ft^2	CN_roof	98
Paved Area	**39410**	ft^2	CN_paved	98
Landscaped	**67833**	ft^2	CN_lndscpd	79
Total Area	**123827**	ft^2	**Weighted C**	**88**
	2.84	acres		

A weighted C value of 88 is used in the calculations:
Tc=15 minutes. Due to the relatively short lengths, a minimum time of concentration of 15 minutes is used.

Drainage Basin Calculation Results:

Detention Volume Required: 3,683 cubic feet
Detention Volume Provided: 3,937 cubic feet
Peak Elevation: 4,790.88’
Orifice plate: 3.3” at 4787.00
Peak Release Rate: 0.55 cfs
See printouts, Appendix B – HydroCAD summaries (100-year 24-hour)

Drainage Basin Detention Provided:
Detention is provided in the landscaped pond on the South side of the site.

POND DETENTION AREA			
			Acc.
Elevation	Area	Volume	Volume
	(ft^2)	(ft^3)	(ft^3)
4787.00	9	0	0
4788.00	461	235	235
4789.00	895	678	913
4790.00	1475	1185	2098
4791.00	**2202**	**1839**	**3937**
4792.00	3072	2637	6574

The Total Provided Storage Volume for the Drainage Basin at elevation 4791.00 is 3,937 cubic feet.
The Total Required Storage Volume for the Drainage Basin is 3,683 cubic feet.

Summary:

The Drainage Basin is 2.84 acres in size and will account for the storm water runoff from the entire site. The runoff will be detained in a landscaped detention pond and flow out of the detention pond through a 3.3" orifice and snout pretreatment device before it enters the stream adjacent to the site. An emergency overflow outlet is provided at the high-water elevation of 4791 in the pond.

APPENDIX A- HYDROCAD SITE PROJECT PRINTOUTS (100-YEAR 24-HOUR)

Time span=0.00-27.00 hrs, dt=0.05 hrs, 541 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Detention Area Runoff Area=2.840 ac 0.00% Impervious Runoff Depth=0.97"
Tc=15.0 min CN=88 Runoff=3.54 cfs 0.230 af

Pond 1P: TOTAL SITE DETENTION Peak Elev=4,790.88' Storage=3,683 cf Inflow=3.54 cfs 0.230 af
Outflow=0.55 cfs 0.230 af

Total Runoff Area = 2.840 ac Runoff Volume = 0.230 af Average Runoff Depth = 0.97"
100.00% Pervious = 2.840 ac 0.00% Impervious = 0.000 ac

Summary for Subcatchment 1S: Detention Area

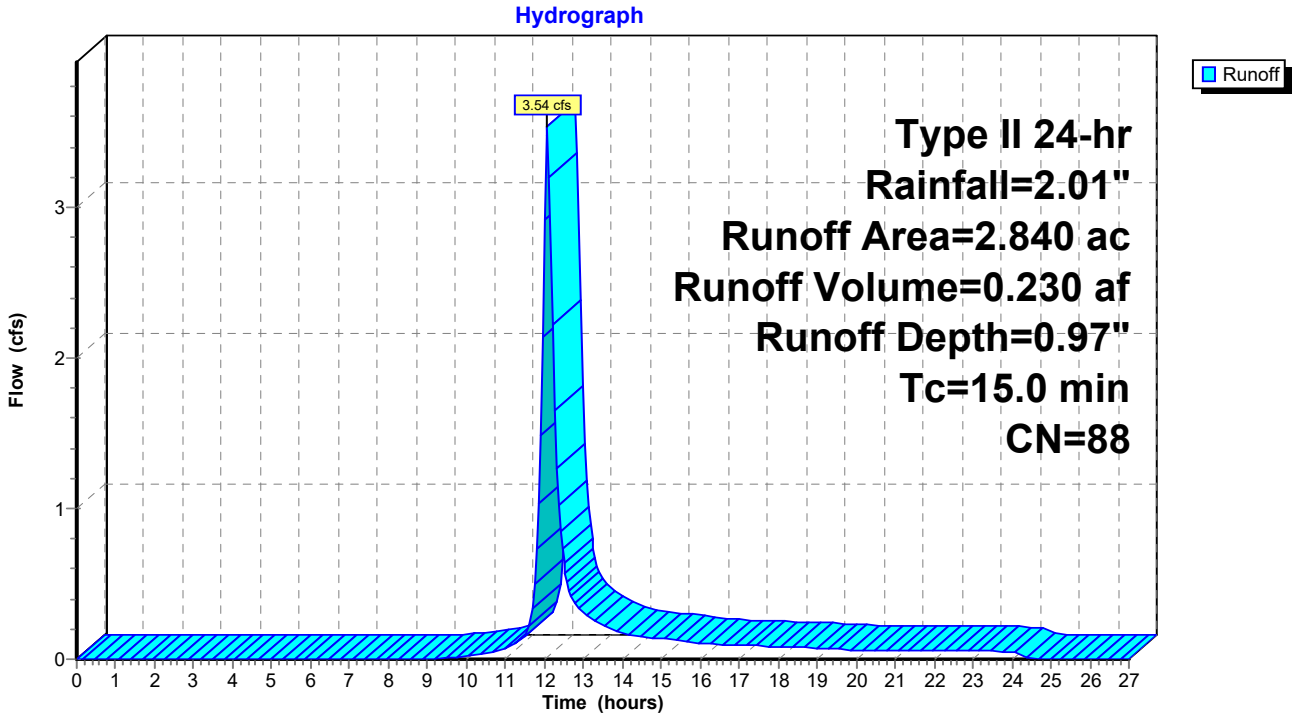
Runoff = 3.54 cfs @ 12.07 hrs, Volume= 0.230 af, Depth= 0.97"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-27.00 hrs, dt= 0.05 hrs
Type II 24-hr Rainfall=2.01"

	Area (ac)	CN	Description
*	2.840	88	
	2.840		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					**Direct Entry,**

Subcatchment 1S: Detention Area



Summary for Pond 1P: TOTAL SITE DETENTION

Inflow Area = 2.840 ac, 0.00% Impervious, Inflow Depth = 0.97"
Inflow = 3.54 cfs @ 12.07 hrs, Volume= 0.230 af
Outflow = 0.55 cfs @ 12.56 hrs, Volume= 0.230 af, Atten= 84%, Lag= 29.4 min
Primary = 0.55 cfs @ 12.56 hrs, Volume= 0.230 af

Routing by Stor-Ind method, Time Span= 0.00-27.00 hrs, dt= 0.05 hrs
Peak Elev= 4,790.88' @ 12.56 hrs Surf.Area= 2,117 sf Storage= 3,683 cf

Plug-Flow detention time= 54.8 min calculated for 0.230 af (100% of inflow)
Center-of-Mass det. time= 54.7 min (895.6 - 840.9)

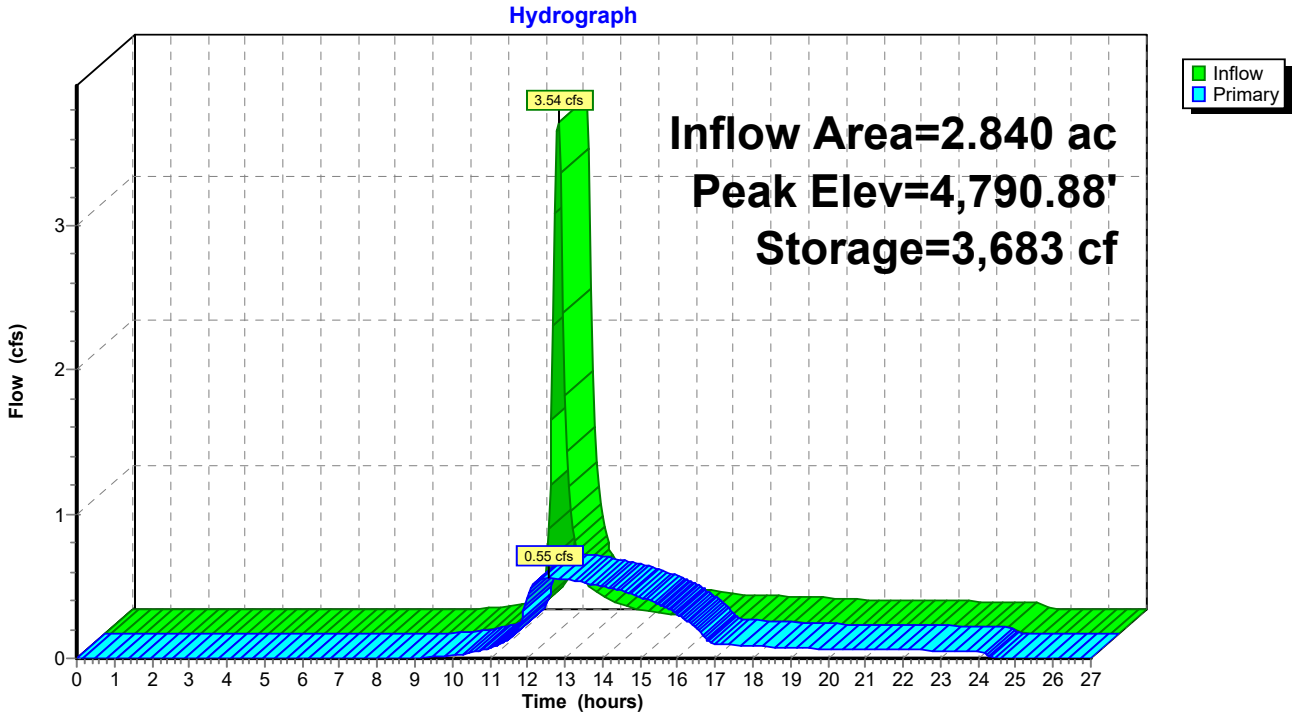
Volume	Invert	Avail.Storage	Storage Description
#1	4,787.00'	6,574 cf	**PROPOSED POND (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
4,787.00	9	0	0
4,788.00	461	235	235
4,789.00	895	678	913
4,790.00	1,475	1,185	2,098
4,791.00	2,202	1,839	3,937
4,792.00	3,072	2,637	6,574

Device	Routing	Invert	Outlet Devices
#1	Primary	4,787.00'	**3.3" Vert. Orifice/Grate** C= 0.600

Primary OutFlow Max=0.55 cfs @ 12.56 hrs HW=4,790.88' (Free Discharge)
↑—**1=Orifice/Grate** (Orifice Controls 0.55 cfs @ 9.32 fps)

Pond 1P: TOTAL SITE DETENTION




Blowtherm
SHEET




Snap-on
Mechanics Series
MAC TOOLS




7D37K










PAINT MIX ROOM
GARMAT


CYCLONE




PRIME


PAINT MIX ROOM
Delivering a world-class finish.
GARMAT
3000
USA



EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**		
TITLE:	DISCUSSION - Code Amendment to Remove References to Tier and Bonus Density		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:

BACKGROUND:
The City Council approved code amendments in 2019 that rewrote residential zoning for the city and included the repeal of EMMC 17.30 Residential Zone Bonus Density Entitlements. The municipal code includes references in a number of titles to "tier" and "base/bonus density" which no longer apply due to the repeal of EMMC Chapter 17.30. This development code amendment identifies all references to these terms and proposed amendments to remove or revise the language so it better relates to the current development code.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:
Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on the code amendment on November 10, 2020.

The Commission unanimously voted (4-0, 1 absent) to recommend approval of the code amendment with one condition:

1. Amend EMMC 17.65.060(N)(1) to change the minimum lot size for long-term storage related to home businesses from two acres to two and a half acres to relate to the current residential zone sizing.

The code amendment attached includes the requested change.

ATTACHMENTS:

Removal of Bonus-Tier Language - PROPOSED

Proposed Code Amendments
Removing Tier/Bonus Language

TITLE 7 PARKS, TRAILS AND SPECIAL EVENTS AMENDMENT

Chapter 7.10 Tree Planting and Care

7.10.070 New developments.

~~A. Per EMMC 17.30.080, Tier II residential bonus density entitlements (optional), development density areas participating in the street trees, enlarged park strips, fencing, and street signposts option shall be eligible for an additional 0.7 dwelling unit per acre bonus density entitlement.~~

~~B.~~ Trees existing on the site of imminent development or redevelopment shall be kept in place and a protection zone established to mitigate risk of damage. When such action is likely unfeasible, the urban forester will coordinate with the site developer to relocate the tree(s) or pay a fee equal to the value of the tree to be removed as determined by the latest edition of the “Guide for Plant Appraisal” as published by the International Society of Arboriculture. [Ord. O-06-2019 § 2 (Exh. A)].

TITLE 16 SUBDIVISION AMENDMENTS

Chapter 16.30 General Requirements for All Subdivisions

16.30.080 Rural residential subdivisions.

Subdivisions that are to be reviewed under agricultural, ~~base density~~RA1, RA2, RD1, RD2, or ~~Tier I residential~~ FR zone development standards (see ~~Chapters~~ EMMC 17.20~~,~~ and 17.25~~ and 17.30 EMMC~~) may not be required to install the same public improvements as subdivisions developed in other zones. Requirements to install curbs, gutters, sidewalks, water and sewer utilities, and street lights may be waived by the city council after a recommendation from the planning commission, upon condition that the developer provides for pedestrian circulation and accommodates water and sewer utilities and surface drainage throughout the subdivision. Necessary facilities may include, but not be limited to, trails and pathways, storm drainage detention ponds or secondary water facilities. [Ord. O-06-2015 § 2 (Exh. A); Ord. O-07-2014 (Exh. A); Ord. O-07-2006 § 2 (Exh. 1 § 6.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 6.9). Formerly 16.30.090].

16.30.090 Connectivity standards.

C. Residential Connectivity Standards. All new residential subdivisions with 10 or more units or more than one acre shall meet the following connectivity index: block length and cul-de-sac length standards for public roads. Private roads shall be reviewed on a case-by-case basis; however, a public road may be required to prevent a private road in a subdivision from stubbing into a future or existing public road.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project ~~density~~ zone designation as identified in the following table of minimum connectivity index scores:

~~Tier Level~~Zone Designation	Minimum Index Score
~~Base~~RA1 & RA2	1.25
~~Tier 1~~RD1, RD2, FR	1.5
~~Tier II~~R1, R2, R3	1.6
~~Tier III & Tier IV~~RC, MF1, MF2	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Reductions in the required connectivity index will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and the planning commission and approval by the city council.

The total allowed reduction to the required connectivity index will be based on an analysis of existing conditions that prevent connections. As part of the analysis, city staff will ensure the internal connectivity of the subdivision meets the required connectivity index and that the connectivity is provided to adjacent properties where possible.

2. Maximum Block Lengths. Maximum block lengths allowed shall be required based on the project ~~density~~ zone designation as identified in the following table:

~~Tier Level~~Zone Designation	Maximum Block Length
~~Base~~RA1 & RA2	1,200’ / 1,500’ *
~~Tier I~~RD1, RD2, FR	1,000’ / 1,200’ *
~~Tier II~~RA, R2, R3	800’ / 1,100’ *

~~Tier III & Tier IV~~RC, MF1, MF2	600’ / 900’ *

* Longer block length permitted if a midblock pedestrian connection is provided.

a. Increase in Block Length. The maximum allowed block length may be increased if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Increases in block length will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and planning commission and approval by the city council.

3. Cul-de-Sac Length Standards. Maximum cul-de-sac lengths allowed shall be required based on the project ~~density~~ zone designation as identified in the following table:

~~Tier Level~~Zone Designation	Maximum Cul-de-Sac Length
~~Base & Tier I~~RA1, RA2, RD1, RD2, FR	400’
~~Tier II, Tier III & Tier IV~~R1, R2, R3, RC, MF1, MF2	250’

a. Cul-de-sacs shall not be allowed in ~~Tier II, Tier III, or Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, or MF2 unless the applicant provides clear and convincing evidence that a cul-de-sac is necessary to develop the entire parcel due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Requests for cul-de-sacs within ~~Tier II, Tier III, and Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, and MF2 will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments, and planning commission and approval by the city council.

Chapter 16.35 Development Standards for Required Public Facilities

16.35.100 Sidewalks, trails, and pathways.

Sidewalks shall be provided along both sides of streets, at the developer's expense, and in compliance with the detailed performance standards of "Eagle Mountain City Construction Specifications and Standards." Sidewalks are required improvements, subject to the guarantee provisions of Chapter 16.30 EMMC.

A. Developments Not Requiring Sidewalks. Sidewalks are not required along alleys. Sidewalks, curbs, and gutters may not be required in agricultural, ~~base density~~RA1, or ~~Tier I residential developments~~RA2 zones (see EMMC 16.30.090, 17.20, and ~~Chapter~~ 17.25 ~~EMMC~~). Notwithstanding other provisions of this title, the city council may determine in the development agreement that sidewalks will not be required on one or both sides of the street. Such determination may be made if lot sizes, traffic patterns, wider roads or other related design factors support a more flexible approach. If sidewalks are not required, the city council may specify the completion of other public facilities in lieu of sidewalks.

B. Improved Trails. Developments shall provide improved trails and pathways constructed to "Eagle Mountain City Construction Specifications and Standards" for bicycle and/or horse use which connect the development to other public facilities such as parks or the major existing and planned trails established in the city's general plan. Connecting trails are required improvements, subject to the guarantee provisions of ~~Chapter~~ EMMC 16.30 ~~EMMC~~.

C. Street Lighting. Street lighting shall be installed where necessary to ensure the safety of pedestrians, but may not be required in agricultural, ~~base density, or Tier I~~RA1, RA2, RD1, RD2, or FR zone ~~residential~~ developments (see ~~Chapter I7.25~~ EMMC 17.20 and 17.25), except at subdivision entryways. [Ord. O-16-2016 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.10); Ord. O-07-2006 § 2 (Exh. 1 § 7.10); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.10)].

16.35.105 Park and improved open space requirements.

The amount of land required for parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter 17.~~30~~25.040 EMMC, Residential ~~Zone Bonus Density Entitlements~~development standards. The park requirements are intended to be flexible in order to best meet the recreational needs of a neighborhood.

Chapter 16.40 Storm Water Runoff and Surface Drainage

16.40.090 Impervious cover on slopes – Diagram 16.40.090.

Minimum guidelines shall be incorporated into the erosion and runoff control plans and will govern the amount of impervious area that can be placed on lots of various grades and soil conditions. The limitation of impervious areas shall be taken into account by the developer ~~and bonus density entitlements shall not be calculated on or given for slope and soil constrained lands unless otherwise agreed upon by the planning commission and city council~~. Diagram 16.40.090, Impervious Area Limitations by Slope and Soil Characteristics, depicts the maximum area of a parcel that may be developed as impervious cover based upon the property's average slope (predevelopment) and soil conditions. Property that has an average slope between eight and 25 percent shall comply with Diagram 16.40.090 and the following standards:

TITLE 17 AMENDMENTS

Chapter 17.10 Definitions

17.10.030 Definitions.

~~"Bonus density" means any density granted above the base density RA1 of 0.8 dwelling units per acre.~~

~~"Bonus density ceiling" means the maximum allowable density available in any particular residential zone category.~~

~~"Development density area" means the land area in which bonus density may be implemented through participation in the required project improvements.~~

"Multifamily dwelling" means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. ~~All multifamily dwellings shall be considered Tier III or Tier IV residential.~~ Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a ~~hotel/motel~~short-term rental. See also "Family."

~~"Residential, base density" means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.~~

~~"Residential, Tier I" means the residential zone category that consists of projects with densities between 0.81 and 1.6 dwelling units per acre.~~

~~"Residential, Tier II" means the residential zone category that consists of projects with densities between 1.61 and 5.2 dwelling units per acre.~~

~~"Residential, Tier III" means the residential zone category that consists of projects with densities between 5.21 and 12.2 dwelling units per acre. Tier III residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

~~"Residential, Tier IV" means the residential zone category that consists of projects with densities between 12.21 and 22.7 dwelling units per acre. Tier IV residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning

17.60.090 Required landscaping.

A. Portions of property that are not developed with structures, rights-of-way, driveways, and parking areas shall be required to be landscaped in all zones (except in the ~~residential base density and Tier I categories~~RA1, RA2, RD1, RD2, and FR zones and the agriculture areas). Commercial, industrial, and multifamily dwellings shall adhere to the minimum landscaping standards contained in Table 17.60.160(a), Required Landscape Improvements for Multifamily. The planning commission shall have authority to waive these standards as circumstances dictate.

17.60.150 Lot size transitioning.

Table 17.60.150(1)

Lot Size Transitioning from Larger Lots to Smaller Lots						
Lot Size	**1st adjacent lot minimum**	**2nd adjacent lot minimum**	**3rd adjacent lot minimum**	**4th adjacent lot minimum**	**5th adjacent lot minimum**	**6th adjacent lot minimum**
4+ Acres	2 Acres	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier II~~	No Additional Buffering Required
3.99 – 1 Acre	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier III~~	No Additional Buffering Required	
.99 - .51 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier III~~	No Additional Buffering Required		
.49 - .25 Acre	1/4 Acre	No Additional Buffering Required				
Small Lot~~/Tier III~~	No Buffering Required					

Table 17.60.150(2)

Lot Size Transitioning from Smaller Lots to Larger Lots						
Lot Size	**1st adjacent lot minimum**	**2nd adjacent lot minimum**	**3rd adjacent lot minimum**	**4th adjacent lot minimum**	**5th adjacent lot minimum**	**6th adjacent lot minimum**
Condo	Small Single-Family ~~or Tier III~~	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required
Small Lot~~/Tier III~~	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required	
.25 - .49 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required		
.50 - 1 Acre	2 Acres	No Additional Buffering Required				

1.1 – 3.99 Acre	No Buffering Required

Chapter 17.65 Home Businesses

17.65.060 Generally applicable standards for all home businesses.

N. Long-Term Storage. Long-term storage shall be permitted as a conditional use in agriculture, RA1, and RA2 zone ~~and base density residential~~ developments under the following circumstances:

1. Minimum lot size: two and a half (2.5) acres.

2. All storage must be within a legal permitted enclosed structure that maintains the aesthetic qualities of the primary use of the property and the surrounding area.

3. Use must remain secondary to primary residential use of property.

4. The community development director or his/her designee may limit hours of operation and/or total number of clients if necessary to protect the character of the neighborhood. [Ord. O-26-2018 § 2 (Exh. A); Ord. O-19-2011 § 3 (Exh. 1); Ord. O-05-2010 § 2 (Exh. A); Ord. O-10-2007 § 2 (Exh. A § 13.6); Ord. O-02-2006 § 3 (Exh. 1 § 13.6); Ord. O-23-2005 § 3 (Exh. 1(1) § 13.6)].

Chapter 17.90 Rezoning of Property

17.90.080 Disapproval/denial of rezoning applications.

Disapproval or denial of an application to amend the zoning of a property shall preclude the filing of another application to amend the zoning or to reclassify the same parcel of property, or any portion thereof, to a different zoning classification~~, to a different residential density tier,~~ or if the application is for a commercial classification to the same or any other commercial classification, within one year of the date of the final disapproval of the application, unless the city council finds that there has been a substantial change in the circumstances or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Prior to the city accepting a new rezone application within the one-year period, the city council must approve a request to resubmit rezone application, clearly stating the new evidence and/or substantial changes in circumstances. An applicant is not entitled to have a request to resubmit rezone application considered by the city council, and such a request shall only be included on the city council agenda in accordance with EMMC 2.15.030. [Ord. O-05-2016 § 2 (Exh. A)].

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	DISCUSSION - Landscaping Encroachment
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford

RECOMMENDATION:

BACKGROUND:
In various locations throughout the city where residential lots are adjacent to city-owned natural open space some property owners have extended their landscaping improvements onto the city property, without purchasing property or obtaining permission from the City, unofficially increasing their useable yard space. In some cases homeowners have even placed structures or other improvements on the city property (gazebos, driveways, patios, in-ground trampolines, fences, etc.). They essentially have increased their lot size and perceived value without paying for the additional property. It should be noted, however, that these areas are generally unimproved areas with native landscaping (including weeds).

We are working on some proposed solutions to this issue and wanted to make sure you were aware of the issue and allow you to provide thoughts or suggestions prior to us bringing back a recommended solution.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Utah County Sheriffs Office Contract Renewal
ITEM TYPE:	Agreement
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Evan Berrett

RECOMMENDATION:

BACKGROUND:
Per the former agreement effective July 1, 2014, the contract with UCSO requires renewal. Several changes to the contract have been proposed by the UCSO to simply and clarify many aspects of the contract. The new UCSO contract also adds new language related to the use of the Utah County Justice Court.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Utah County Sheriffs Office Contract - Former
Utah County Sheriffs Office Contract - Proposed
Utah County Sheriffs Office Contract - Red Lines

AGREEMENT NO. 2014-504

INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF EAGLE MOUNTAIN FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 16 day of July, 2014, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement is effective as of July 1, 2014 and shall terminate June 30, 2015. This Agreement shall automatically renew for five further one year periods through June 30, 2020 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least ninety (90) days prior to the end of the initial or a renewal term.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by said CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement, provided however, that the CITY will furnish suitable office space at the Eagle Mountain substation for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the

CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and all renewal periods of this agreement.

COUNTY will provide the equivalent of one full-time lieutenant, two full-time deputy Sergeants, nine full-time deputy III's, one full-time deputy III school resource officer, two detective deputy III's(Includes one sex crimes detective), one animal control deputy(excluding animal shelter costs), one office specialist and one time-limited office specialist (Collectively referred to hereafter as "Deputy Services") to provide law enforcement services to CITY.

At the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide a minimum of one deputy III per 1000 CITY residents("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties.

Section 4. MANNER OF FINANCING.

The CITY shall pay to the COUNTY the full and actual cost of the Deputy Services and Additional Deputy Services including but not limited to salary, benefits, overtime, equipment and other associated costs hereinafter the "Actual Cost".

COUNTY agrees to notify CITY of the Actual Cost by April 1st, for the next contract year commencing July 1st. If the Actual Cost increases during a contract year, COUNTY will

give CITY 60 days prior notice of the increase. COUNTY will bill CITY monthly for Deputy Services, Additional Deputy Services and patrol response.

COUNTY shall attempt to limit overtime cost, but COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Actual Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month in which the overtime costs exceed 7% of the Actual Cost if requested by CITY. If CITY budgets the Actual Cost for the fiscal year, and if CITY's obligations to COUNTY under this Agreement exceed the Actual Cost for a given fiscal year, including but not limited to reasonable and necessary overtime or other reasonable and necessary expenses, CITY shall pay the reasonable and necessary expenses which exceed the Actual Cost prior to the close of the first quarter of CITY's next fiscal year.

CITY shall receive a monthly Citation Credit for all cases referred from Eagle Mountain to the COUNTY Justice Court against all sums due and owing hereunder. The County Auditor shall determine and notify CITY of the Citation Credit on a monthly basis.

For the duration of this Agreement, and so long as CITY does not operate a CITY Justice Court, CITY shall in addition pay monthly Justice Court costs to County for all cases referred from Eagle Mountain to the COUNTY Justice Court. The County Auditor shall determine and bill CITY for the Justice Court costs on a monthly basis. Justice Court costs attributable to Eagle Mountain will not exceed the Citation Credit.

The County Auditor shall document and verify the Actual Cost, Justice Court costs and the Citation Credit referred to above and provide the same to CITY.

Section 5. METHOD OF TERMINATION.

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of the ninety (90) calendar days from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this Agreement shall remain the property of the party providing the office equipment.

Section 7. REFERENCE TO JUSTICE COURT.

The parties agree that so long as CITY does not have a CITY Justice Court, all class B and C misdemeanor citations and complaints shall be referred to the Utah County Justice Court in Provo, Utah.

Section 8. INSURANCE.

COUNTY shall carry commercial general liability insurance through COUNTY'S insurer in the minimum amount of $2,000,000.00 per occurrence, $2,000,000.00 aggregate,

to insure against loss or liability arising out of COUNTY's provision of law enforcement services pursuant to this agreement. In exchange for COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this agreement on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of COUNTY's provision of law enforcement services under this agreement, each party shall maintain their own defense in any action in which they are a party.

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the City Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 11. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of

such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 12. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 13. PRIOR AGREEMENTS

This is the entire agreement between the parties and from the date of the approval of this agreement by both parties supercedes and replaces all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY.

UTAH COUNTY

Authorized and passed on the 22nd day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Gary Anderson, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY R BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on the 15 day of July, 2014.

_____
Mayor

ATTEST: _____
CITY RECORDER

CORPORATE SEAL
EAGLE MOUNTAIN
EST. 1996
STATE OF UTAH

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
CITY ATTORNEY

AGREEMENT NO. 2020-_____

INTERLOCAL COOPERATION AGREEMENT WITH EAGLE MOUNTAIN CITY
FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this_____day of _____, 2020, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence July 1, 2020 and terminate June 30, 2024. This AGREEMENT shall automatically renew for a four-year term terminating June 30, 2028 pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least one year prior to the end of the initial term.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The

COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to

Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and renewal terms of this AGREEMENT.

COUNTY currently provides CITY the equivalent of _____full-time deputies to provide law enforcement services to CITY. On or before _____ and prior to the commencement of the renewal term, COUNTY and CITY shall consult with one another and establish an agreed upon staffing plan. Said staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource officers and office staff, as to ensure the needs of the CITY and its residents are being met and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel as per the staffing plan (Collectively referred to hereafter as "Deputy Services"). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel as requested by CITY ("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties. COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

Section 4. MANNER OF FINANCING.

Prior to the commencement of the initial, and renewal terms and each CITY fiscal year, COUNTY shall document and verify the cost of Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, hereinafter the "Cost", and provide the same to CITY. The Cost shall not include the insurance reimbursement stated in Section 9, overtime, and on-call which are calculated and paid separately.

COUNTY agrees to notify CITY of the Cost by May 1st, for the renewal term commencing July 1st. The Cost established at the beginning of the initial and renewal terms shall automatically increase 4% per year on July 1st of each contract year. COUNTY will bill CITY monthly for the Cost. Within 30 days of billing from COUNTY, the CITY shall pay the Cost to the COUNTY.

The cost of Additional Deputy Services added during the initial or renewal terms shall be fixed at the time the Additional Deputy Services are provided and the Cost of the Deputy Services increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

Section 5. TERMINATION.

A. Voluntary. Either party shall have the right at any time after the effective date of this AGREEMENT to terminate this AGREEMENT without cause by giving the other party one years notice in writing by registered mail, return receipt requested. If notice is given, this AGREEMENT shall terminate upon the expiration of one year from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment(telephones. desks, chairs, etc) and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this AGREEMENT shall remain the property of the party providing the office equipment.

COUNTY agrees to purchase the necessary equipment for Deputy and Additional Deputy Services funded by CITY, including but not limited to vehicles, radios, and computers. As part of the Cost established by this AGREEMENT, CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers shall remain assigned to the CITY, regardless of personnel changes. At the end of the depreciation period for CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, COUNTY shall sell at auction the equipment pursuant to COUNTY'S policies and procedures. The revenue generated by said sales will be paid to the CITY within 30 days of receipt of said revenue. Should COUNTY desire to retain any CITY assigned equipment after the established depreciation period, COUNTY shall pay CITY the fair market value of said equipment. For existing equipment already assigned to CITY and in service under the prior agreement, CITY's payments under the prior agreement satisfy the depreciation of the equipment as of July 1, 2020.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

a. Fully depreciated equipment shall be transferred to CITY.

b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.

c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.

d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation(CITY percentage-- paid depreciation divided by total depreciation times sale price) and unpaid depreciation(COUNTY percentage-- unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.

e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

Section 7. REFERENCE TO JUSTICE COURT.

Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law, or is contrary to the exercise of prosecutorial discretion.

Section 8. INDEMNIFICATION.

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this AGREEMENT by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

Section 9. INSURANCE

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.,* or a successor statute, to insure against loss or liability arising out of a party's performance of this AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this AGREEMENT on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY

arising out of either party's performance under this AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 12. SEVERABILITY.

If any term or provision of this AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this AGREEMENT unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. PRIOR AGREEMENTS

This is the entire AGREEMENT between the parties. From the commencement of services under this AGREEMENT, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded and replaced. However services rendered under the prior agreement are governed by and subject to the terms and conditions of the prior agreement until the commencement of services under this AGREEMENT. The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

UTAH COUNTY

Authorized and passed on the _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
Commissioner

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on the _____day of _____, 2020.

_____
Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
CITY ATTORNEY

AGREEMENT NO. 202019-_____

INTERLOCAL COOPERATION AGREEMENT WITH EAGLE MOUNTAIN CITY FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this day of _____, 201920, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this ~~Agreement~~AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence July 1, 2020 and ~~be a four-year contract, terminating~~ ~~terminate~~ terminate June 30, ~~2020~~ 2024. This ~~Agreement~~AGREEMENT shall automatically renew for ~~another~~ four year ~~term~~~~period~~ terminating June 30, 2028 ~~five further one year periods through June 30, 2025~~ pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least ~~ninety (90)~~ ~~(180)~~ one year~~days~~ prior to the end of the initial ~~or a renewal~~ term.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this ~~Agreement~~AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this ~~Agreement~~AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to

the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and ~~all~~ renewal termsperiods of this ~~agreement~~AGREEMENT.

~~COUNTY will provide the equivalent of three full-time deputy III's (Collectively referred to hereafter as "Deputy Services") to provide law enforcement services to CITY. COUNTY will consult with CITY prior to final assignment of full time deputies to provide law enforcement services to CITY.~~

~~At the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide a minimum of one deputy III per 1000 CITY residents plus supervisory and other deputies and office specialists as requested by CITY("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties.~~

COUNTY currently provides CITY the equivalent of _____ full-time deputies to provide law enforcement services to CITY. On or before _____ and prior to the commencement of the renewal term, COUNTY and CITY shall consult with one another and~~to~~ establish an agreed upon staffing plan. Said staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource

officers and office staff, as to ensure the needs of the CITY and its residents are being met and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel as per the staffing plan (Collectively referred to hereafter as "Deputy Services"). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, ~~A~~at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel as requested by CITY ("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties. COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

Section 4. MANNER OF FINANCING.

~~Within 30 days of monthly billing from COUNTY, The CITY shall pay to the COUNTY the full and actual cost of the Deputy Services and Additional Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead and other associated costs including prosecution costs, hereinafter the "Actual Cost".~~

~~COUNTY agrees to notify CITY of the Actual Cost by April 1st, for the next contract year commencing July 1st. If the Actual Cost increases during a contract year, COUNTY will give CITY 60 days prior notice of the increase. COUNTY will bill CITY monthly for the Actual Cost.~~

~~COUNTY shall attempt to limit overtime cost, but COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Actual Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month in which the overtime costs exceed 7% of that month's Actual Cost if requested by CITY. If CITY budgets the Actual Cost for the fiscal year, and if CITY's obligations to COUNTY under this Agreement exceed the Actual Cost for a given fiscal year, including but not limited to reasonable and necessary overtime or other reasonable and necessary expenses, CITY shall pay the reasonable and necessary expenses which exceed the Actual Cost prior to the close of the first quarter of CITY's next fiscal year.~~

~~The following reconciliation shall occur at the end of each fiscal year. If COUNTY's actual contract expenditures under this Agreement exceed the Actual Cost paid by CITY for the fiscal year, CITY shall pay COUNTY the difference prior to the close of the first quarter of CITY's next fiscal year. If COUNTY's actual contract expenditures under this Agreement for the fiscal year, are less than the Actual Cost paid by CITY, COUNTY shall refund to CITY the difference by which CITY's Actual Costs paid exceed COUNTY'S actual contract expenditures for the fiscal year, prior to the close of the first quarter of CITY's next fiscal year.~~

~~All fines, forfeitures or fees remitted to COUNTY during the fiscal year on cases referred to the COUNTY Justice Court from CITY (the Fines) shall be retained by COUNTY until the reconciliation provided for in the preceding paragraph. At the conclusion of the fiscal year~~

~~the Fines will be divided equally by COUNTY and CITY unless CITY is required to pay COUNTY under the preceding paragraph. If CITY is required to pay COUNTY due to the reconciliation under the preceding paragraph, the payment shall first be satisfied from the CITY portion of the Fines. Any remaining balance due COUNTY under the proceeding paragraph shall be timely paid as stated in the preceding paragraph. Any Fines due to CITY after the reconciliation for a given fiscal year shall be promptly paid to CITY.~~

~~COUNTY shall document and verify the Actual Cost and actual contract expenditures referred to above and provide the same to CITY.~~

Prior to the commencement of the initial, and renewal ~~each four year~~ terms and each CITY fiscal year~~contract period~~, COUNTY shall document and verify the cost of Deputy Services ~~and Additional Deputy Services~~ including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, hereinafter the "~~Actual~~ Cost", and provide the same to CITY. The Cost shall not include the insurance reimbursement stated in Section 9, overtime, and on-call which are calculated and paid separately.

COUNTY agrees to notify CITY of the ~~Actual~~ Cost by May 1st, for the renewal ~~next~~ term~~contract period of 4 years~~ commencing July 1st. The ~~Actual~~ Cost established at the beginning of the initial and renewal~~each~~ terms~~contract period~~ shall automatically increase 4% per year on July 1st of each contract year. COUNTY will bill CITY monthly for the ~~Actual~~ Cost. Within 30 days of ~~monthly~~ billing from COUNTY, the CITY shall pay the Cost to the COUNTY~~. the Actual Cost~~.

The cost of Additional Deputy Services added during the initial or renewal terms shall

be fixed at the time the Additional Deputy Services are provided and the Cost of the Deputy Services increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the ~~Actual~~ Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

Section 5. TERMINATION.

A. Voluntary. Either party shall have the right at any time after the effective date of this ~~Agreement~~AGREEMENT to terminate this ~~Agreement~~AGREEMENT without cause by giving the other party one years~~ninety (90) (180) days~~ notice in writing by registered mail, return receipt requested. If notice is given, this ~~Agreement~~AGREEMENT shall terminate upon the expiration of one year ~~the ninety (90) (180) calendar days~~ from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this ~~Agreement~~AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have

fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment(telephones. desks, chairs, etc) and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this ~~Agreement~~AGREEMENT shall remain the property of the party providing the office equipment.

~~County~~COUNTY agrees to purchase the necessary equipment for Deputy and Additional Deputy Services funded by ~~City~~CITY, including but not limited to vehicles, radios, and computers. As part of the ~~Actual~~ Cost established by this AGREEMENT~~contract~~, ~~City~~CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers shall remain assigned to the ~~City~~CITY, regardless of personnel changes. At the end of the depreciation period for ~~City~~CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, ~~County~~COUNTY shall sell at auction the equipment pursuant to COUNTY'S~~their~~ policies and procedures. The revenue generated by said sales will be paid to the ~~city~~CITY within 30 days of receipt of said revenue. Should ~~County~~COUNTY desire to retain any ~~City~~CITY assigned equipment after the established depreciation period, ~~County~~COUNTY shall pay ~~City~~CITY the fair market value of said

equipment. For existing equipment already assigned to CITY and in service under the prior agreement, CITY's payments under the prior agreement satisfy the depreciation of the equipment as of July 1, 2020.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

a. Fully depreciated equipment shall be transferred to CITY.

b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.

c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.

d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation(CITY percentage-- paid depreciation divided by total depreciation times sale price) and unpaid depreciation(COUNTY percentage-- unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.

e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

Section 7. REFERENCE TO JUSTICE COURT.

~~The parties agree that~~ Utah County ~~will~~ prosecute ~~so long as CITY~~CITY ~~does not have a CITY Justice Court, all class B and C misdemeanor citations and complaints~~ arising ~~in City~~ ~~which are shall be referred to the Utah County Justice Court in Provo, Utah.~~ Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law, or is contrary to the exercise of prosecutorial discretion.

Section 8. INDEMNIFICATION.

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this ~~agreement~~AGREEMENT by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this ~~agreement~~AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity

Act of Utah, UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

Section 9. INSURANCE

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.,* or a successor statute, to insure against loss or liability arising out of a party's performance of this ~~Agreement~~AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this ~~agreement~~AGREEMENT on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this ~~agreement~~AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized

official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 12. SEVERABILITY.

If any term or provision of this ~~Agreement~~AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this ~~Agreement~~AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this ~~Agreement~~AGREEMENT unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. PRIOR AGREEMENTS

This is the entire ~~Agreement~~AGREEMENT between the parties. From the commencement of services under this AGREEMENT, ~~date of the approval of this Agreement by both parties,~~ all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded and replaced. However services rendered under the prior agreement are governed by and subject to the terms and

conditions of the prior agreement until the commencement of services under this AGREEMENT. The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

UTAH COUNTY

Authorized and passed on the _____day of _____, 20~~19~~20.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
~~William C. Lee~~ ~~Tanner Ainge~~, ~~Chairman~~Commissioner

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on the _____day of _____, 20~~19~~20.

_____

Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
CITY ATTORNEY

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Sewer Trunk Line Reimbursement Agreement - Monte Vista Ranch, L.C.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$2,404,368.00
APPLICANT:	Tiffany Walden, Monte Vista Ranch

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:
Jeremy Cook

RECOMMENDATION:
Staff recommends that the City Council approve a reimbursement agreement for Monte Vista Ranch, L.C., for a sewer trunk line and related improvements.

BACKGROUND:
The proposed agreement documents the terms for the reimbursement of costs for the construction of a sewer trunk line, which is approximately 4,814 linear feet. The line will be installed from Tiffany Lane to the City's waste water treatment facility. The proposed improvements are considered system improvements and the costs are therefore reimbursable to the developer. Any change order or other increase in the reimbursable costs, associated with the sewer improvements, must be approved in writing, by the City. All payments will be made on a quarterly basis from impact fee funds collected by the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Monte Vista Ranch Reimbursement Agreement

REIMBURSEMENT AGREEMENT
FOR MONTE VISTA RANCH

(Sewer Trunk Line and Related Improvements)

This Reimbursement Agreement (this "**Agreement**") is entered into as of the date last executed below by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City") and **Monte Vista Ranch, L.C.**, a Utah limited liability company ("**Developer**"). City and Developer are collectively referred to herein as the "Parties."

RECITALS

A. Developer is the developer of the Sweetwater Industrial site located in Eagle Mountain City, Utah (the "**Project**").

B. In connection with the Project, Developer has constructed (or will construct) and dedicate to the City a new sewer trunk line approximately 4,814 linear feet in length (from Tiffany Lane to the City's waste water treatment plant) with related improvements including all improvements itemized in the Bid Schedule from Arrow Engineering and the other cost/bid estimates collectively attached hereto as Exhibit "A" (the "**Sewer Improvements**").

C. The Parties agree that the Sewer Improvements are "*System Improvements*," as defined under Utah law. Accordingly, Developer is entitled to reimbursement from the City for the costs of the Sewer Improvements.

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

AGREEMENT

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

1. Recitals. The above stated Recitals are incorporated herein as part of this Agreement.

2. IFFP Plan. To the extent necessary, the City will amend and update its Impact Fee Facilities Plan to include the Sewer Improvements.

3. Construction and Approval of the Sewer Improvements. Developer has or will complete the installation of the Sewer Improvements at Developer's sole cost by a qualified, licensed contractor acceptable to the City. Developer acknowledges that installation of the Sewer Improvements is a condition of development approval. Developer will warranty the Sewer Improvements in accordance with the City's standard warranty requirements for infrastructure improvements.

4. Reimbursable Costs. The Parties agree that the total reimbursable costs to design, construct, bond for, and install the Sewer Improvements shall not exceed the actual out-of-pocket

costs incurred by Developer to complete the Sewer Improvements. Subject to the foregoing, the City has reviewed and approved the bids and estimated material costs for the Sewer Improvements, which are attached hereto as Exhibit "A." The total estimated cost of the Sewer Improvements is $2,404,368.00 (the "**Reimbursable Costs**"), which are summarized as follows:

Bonded Improvement Costs	$2,371,938.00
Jackson Engineering Design Fees	$ 18,500.00
Jackson Eng. – Survey/staking	$ 13,930.00
TOTAL:	**$2,404,368.00**

Any increase in the Reimbursable Costs (including change orders) must be approved in writing by the City. The City shall not unreasonably withhold approval of any change order if the change order increases the size of the Sewer Improvements or provides additional benefit to the City, and the amount of the change order reasonably reflects the additional benefit to the City.

5. Representations of Developer. In conjunction with the submission of any and all invoices to the City, Developer represents and warrants to the City the following: (a) all Reimbursable Costs were procured through arms-length transactions; (b) Developer, or its principals or affiliates, do 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 invoice; (c) to the best of Developer's knowledge, the invoices are true and accurate invoices for the actual cost of the Sewer Improvements; (d) Developer has not requested or been provided any kickbacks or reimbursements in exchange for Developer accepting or agreeing to the invoices; (e) if the contractor(s) or entities providing materials or services reflected in the invoice provide other materials or services to Developer (or its principals or affiliates), Developer has not requested or been provided any discount on other materials or services in exchange for Developer utilizing the contractor or entity for the Sewer Improvements; and (f) the Reimbursable Costs do not include any administrative fees, construction management fees, insurance costs, licensing fees or attorney fees for Developer or its principals or affiliates.

6. Reimbursement Payments. The total amount of the Reimbursable Costs will be reimbursed by the City. They City shall collect sewer/wastewater impact fees from all service areas that benefit from the Sewer Improvements and make cash reimbursement payments to Developer on a quarterly basis from the available funds so collected by the City. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest).

7. No Impact Fee Credits: For clarification, Developer will not receive any impact fee credits. If Developer or its affiliated entities construct residential dwelling units or other structures for which sewer/wastewater impact fees are ordinarily paid, they shall pay such impact fees according to the City's standard fee schedule. Such impact fee payments, along with all other sewer/wastewater impact fee payments from other builders/developers in the City, will be collected and used to reimburse Developer as set forth above in Section 5.

8. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City's obligation to reimburse Developer under this Agreement is

based on the City's ability to collect impact fees from developments in the City in accordance with the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101, *et seq*.) (the "**Act**"), and that changes to the Act or challenges to the City's Impact Fee Facilities Plan or Impact Fee Analysis may limit the ability of the City to collect impact fees to reimburse developer under this Agreement or require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing, the City shall make all reasonable efforts to impose and collect sewer impact fees to fully reimburse the Developer for the full reimbursement amount in a timely manner.

9. Developers' Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. Cooperation and Noninterference. In consideration for the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to any challenge, to the City's impact fees that relate to the Project, and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances, provided that City does not adopt any future impact fees that designate only the Project as a "service area" pursuant to Utah Code Ann. 11-36a-102(19) (2020), as amended, or otherwise disproportionately imposes a higher impact fee on the Project than other similar developments.

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

a. *Governmental Immunity*. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63-30-1, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

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

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

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2020.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, City Recorder

APPROVED AS TO FORM:

_____
Jeremy R. Cook, City Attorney

DATED this ____ day of _____, 2020.

MONTE VISTA RANCH, L.C.

By:_____

Print Name: _____

Title: _____

EXHIBIT "A"

Bids/Costs of Sewer Improvements

ARROW ENGINEERING

Request for Payment

Project: Sewer Trunk Line

Client / Owner: Tiffany Walden

Bid Schedule

Item #	Description	Qty	Units	Unit Price	Total
	Mob, SWPPP and Trackout Pad	1	l.s.	$ 30,000.00	$ 30,000.00
	84" Sewer Manhole	8	ea.	$ 15,800.00	$ 126,400.00
	72" Sewer Manhole	8	ea.	$ 13,800.00	$ 110,400.00
	42" Sewer Main	4814	l.f.	$ 280.00	$ 1,347,920.00
	24" Sewer Main	150	l.f.	$ 230.00	$ 34,500.00
	12" Sewer Main	200	l.f.	$ 80.00	$ 16,000.00
	Efill at Crossings and along Tiffany Ln	10743	ton	$ 18.00	$ 193,374.00
	Bedding	9928	ton	$ 23.00	$ 228,344.00
	Tiffany Lane Crossing and Patch	1	ea.	$ 25,000.00	$ 25,000.00
	Contingency/ Water Pumping	1	ea.	$ 50,000.00	$ 50,000.00
	Pipe and Manhole Testing	1	ea.	$ 35,000.00	$ 35,000.00
	Survey and Survey Check Points	1	l.s.	$ 22,000.00	$ 22,000.00
	Move Dirt Through Pipeline (not sloped)	16000	c.y.	$ 8.00	$ 128,000.00
	Compaction Testing	1	l.s.	$ 15,000.00	$ 15,000.00
	Sewer Video and Flush	1	l.s.	$ 10,000.00	$ 10,000.00

Original Contract Amount: $ 2,371,938.00

EAGLE
MOUNTAIN

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

Monday, September 28, 2020

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

Subject: **42" Sewer Trunk Line** Bond Letter Requirements

City Recorder:
I have reviewed the improvement requirements and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	**SEWER**				
a	SWPPP	1	LS	$30,000.00	$30,000.00
b	84" sewer manhole	8	EA	$15,800.00	$126,400.00
c	72" sewer manhole	8	EA	$13,800.00	$110,400.00
d	42" sewer main	4814	LF	$280.00	$1,347,920.00
e	24" sewer main	150	LF	$230.00	$34,500.00
f	12" sewer main	200	LF	$80.00	$16,000.00
g	E-fill crossing & along Tiffany Ln.	10743	TON	$18.00	$193,374.00
h	Bedding	9928	TON	$23.00	$228,344.00
i	Tiffany Ln crossing patch	1	EA	$25,000.00	$25,000.00
j	Contingency/water pump	1	EA	$50,000.00	$50,000.00
k	Pipe & manhole testing	1	EA	$35,000.00	$35,000.00
l	Survey	1	LS	$22,000.00	$22,000.00
m	Move dirt through pipeline	16000	CY	$8.00	$128,000.00
n	Compaction testing	1	LS	$15,000.00	$15,000.00
o	Sewer Video & flush	1	LS	$10,000.00	$10,000.00
	TOTAL CONSTRUCTION COST				**$2,371,938.00**
	10% Bond Coverage				$237,193.80
	TOTAL BOND AMOUNT:				**$2,609,131.80**

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **$2,609,131.80.** The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

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

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

JACKSON ENGINEERING

June 8, 2020

Mr. Mike Wren
EM Founders Group
1754 E. Cedar Trails Way
Eagle Mountain, Utah 84005
RE: 42-Inch Eagle Mountain Gravity Trunk Line Engineering Scope and Budget

Dear Mike:

We are pleased to submit this scope and budget to provide engineering services related to the 42-inch Sanitary Sewer Trunk Line for the Sweetwater Industrial Site. The proposed scope of work and fee information is below.

PROJECT UNDERSTANDING

The Owner has requested that Jackson Engineering provide a design to extend a 42-inch sewer from Tiffany Lane to the Eagle Mountain WWTP. The project will include connections for sewer lines from the proposed Sweetwater Industrial Development and approximately 5,000-feet of 42" gravity sewer line. The alignment of the sewer line through the development will be provided by the developers engineer.

WORK PLAN

Our assumed scope of work is included below:

Task 100 – Preliminary Design

Preliminary Design engineering will include a kick-off meeting and site visit. We will prepare a base map utilizing recent aerials and incorporate previous engineering performed during the feasibility/conceptual stage. We will also obtain existing utility information from utility agencies, City GIS & record drawings provided by the City. We have assumed coordination between Jackson Engineering, the development engineer, the City and their WWTP design engineer. Also included will be survey of the align and verification of datums for the project.

We will submit a 60% design to the City/Owner for review. We will meet with the City/Owner to review the layout and receive comments on the design before finalizing.

Deliverables:

- Base Drawing
- 60% Plans

3376 STONEHILL LANE
COTTONWOOD HEIGHTS, UTAH 84121
(801) 558-5293

Task 200 – Final Design

We will prepare the final drawings, including Plan and Profile Sheets and all necessary detail drawings on 11'x17' sheets. Detail drawings of the connection, manholes and trench will be provided. Technical specifications, bid schedule and hydraulic calculations will also be provided.

Jackson Engineering will submit the design to the City for a final review. We will meet with the City at the 90% level to review the drawings and receive comments on the final design. We do not anticipate preparing any easement descriptions.

Deliverables:

- Final Drawings in PDF format
- Technical Specifications

ASSUMPTIONS

The following are assumptions made during the preparation of the scope and fee:

- Two meetings were assumed.
- The fee does not included assistance during construction, inspection or as-builts. If it is necessary to assist in these items Jackson Engineering can provide services on a T&M basis.
- We assumed that the City would be able to review and deliver comments within a week.
- Aqua Engineering will provide the location of the City's proposed lift station.
- A geotechnical investigation is not necessary due to previous investigations for the area.
- Bidding services will not be necessary.
- Construction survey is not included.

ESTIMATED FEE

A budget of **$18,500.00** is proposed for the design tasks provided above.

TASK	ESTIMATED FEE
Task 100: Preliminary Design	$11,400.00
Task 200: Final Design	$7,100.00
TOTAL DESIGN	$18,500.00

PROPOSED SCHEDULE

We estimate that the preliminary engineering can be completed within one week after the Owner provides a Notice to Proceed. We will finalize drawings within one week after received comments from the City.

JACKSON ENGINEERING

JACKSON ENGINEERING

September 21, 2020

Mr. Mike Wren
EM Founders Group
1754 E. Cedar Trails Way
Eagle Mountain, Utah 84005

RE: 42-Inch Eagle Mountain Gravity Trunk Line During Construction Engineering & Survey

Dear Mike:

We are pleased to submit this scope and budget to provide during construction engineering services and survey construction staking related to the 42-inch Sanitary Sewer Trunk Line for the Sweetwater Industrial Site. The proposed scope of work and fee information is below.

PROJECT UNDERSTANDING

The Owner has requested that Jackson Engineering provide and coordinate construction staking and engineering support during the construction of the 42-inch sewer from Tiffany Lane to the Eagle Mountain WWTP.

WORK PLAN

Our assumed scope of work is included below:

Task 300 – Survey Construction Staking
Provide construction staking with (2) offsets at each manhole location and every 100 feet along the 42-inch sewer line alignment. This includes 16 sewer manholes and 4,943 lineal feet of sewer line.

Task 400 – During Construction Engineering and Inspections
Participate in preconstruction meeting, review material submittals, respond to contractor questions, during construction inspections, preparation of record drawings. Inspector will visit the project once daily through the duration of the project and prepare inspection reports as required by Eagle Mountain City.

3378 STONEHILL LANE
COTTONWOOD HEIGHTS, UTAH 84121
(801) 558-5293

ESTIMATED FEE

A budget of **$18,500.00** is proposed for the design tasks provided above.

TASK	ESTIMATED FEE
Task 300: Survey Construction Staking	$4,680.00
Task 400: During Construction Engineering and Inspections	$9,250.00
TOTAL DESIGN	$13,930.00

Please contact me if you have any questions or need additional information.
Sincerely,

JACKSON ENGINEERING

Steven L. Jackson, PE

APPROVED BY:

Signature & Title
Tiffany Walden, the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C.

JACKSON ENGINEERING

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 General Contracting - Kenny Seng Construction		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$3,506,002.11 (or) $4,047,219.21		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a bid award to Kenny Seng Construction for the value engineering base bid amount of $3,506,002.11 and consider approving the add alternate of $541,217.10 for the construction of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include but not limited to grading, fine leveling, concrete, asphalt, lighting, sports courts, site furnishings, shade pavilions, parking lots, irrigation, shrubs, trees, restroom as defined in the bid schedule of this project. Mainly the project consists of improvements to the southeast end of the park in which more recreational turf space will be installed to provide for more recreational opportunities in the community. Also as part of the scope there will be improvements to the festival field area to accommodate City events and allow for the space to be programmed for other recreational opportunities throughout the year. Lastly there is a 10 court pickleball complex on the north east corner of the park adjacent to the splash pad and other sports courts in the area.

Staff set the bid schedule up to allow for options in the bid schedule. The original base bid came in at $4,027,842.74 with an additive alternate in the amount of $541,217.10. Upon receiving bids, staff checked the bid amounts and considered the original bids to be

higher than anticipated. Staff has contacted the low bidder Kenny Seng Construction and met with them to talk about value engineering the project to get the total bid for the project back into the original bid projection for the project. Kenny Seng Construction has came back with a value engineering option for the base bid to be $3,506,002.11 which would remove part of the parking lot and landscape on the south end of the baseball complex. Also there is an option to complete the add alternate portion of this bid to add a 10 court pickleball complex in the northeast corner of the project in the amount of $541,217.10. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $4,047,219.21.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Bid Tabulation

Concept Plan with Detail of Bid.

EAGLE MOUNTAIN CITY

BID OPENING FOR

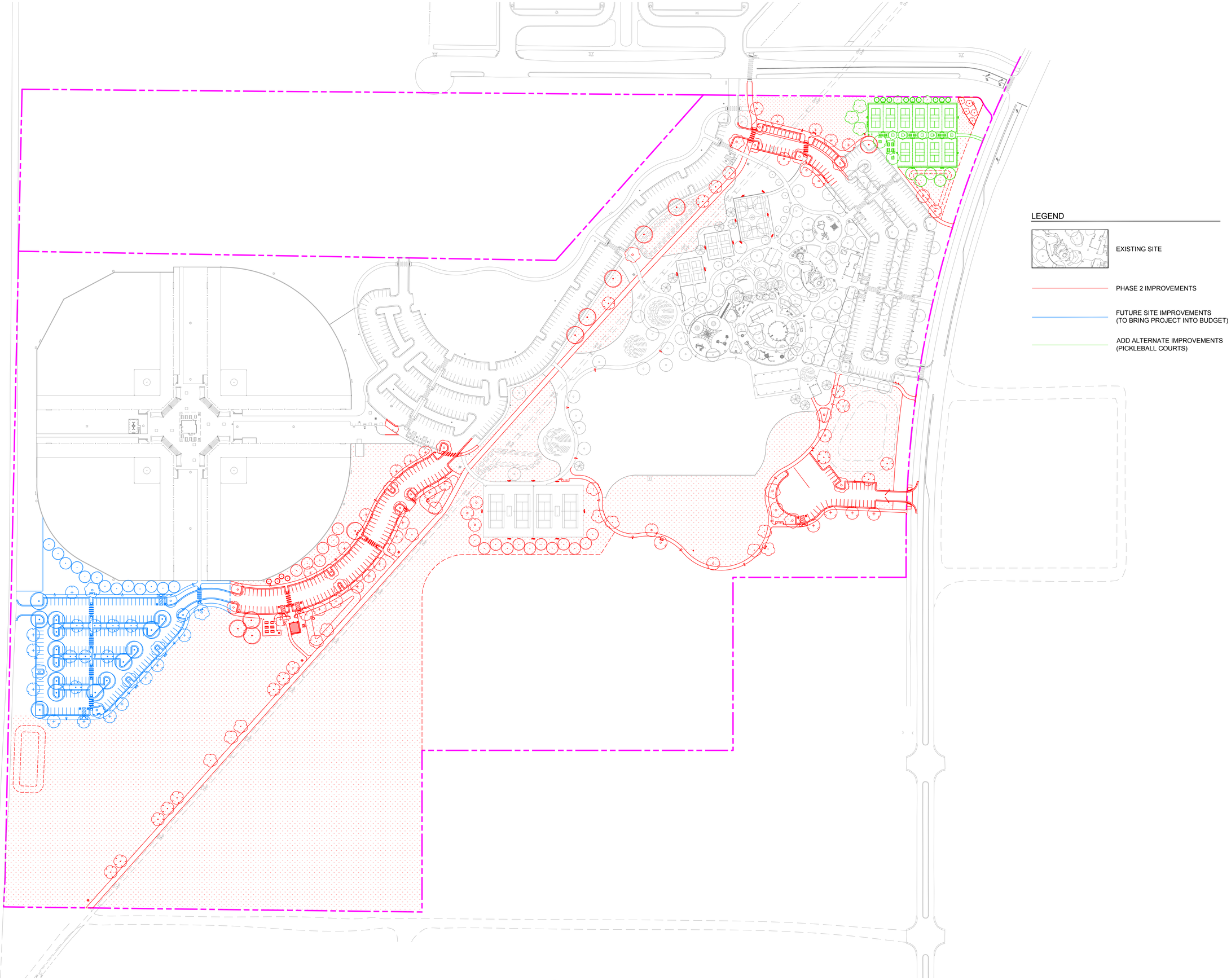
Cory B. Wride Memorial Park - Phase 2

BIDS OPENED: October 15, 2020

	Bidder	Complete Bid YES	Complete Bid NO	Base Bid	Add Alternate
1.	VanCon, Inc.	X		$5,349,693.00	$506,599.80
2.	JLR General Contractors	X		$5,287,207.58	$586,032.50
3.	Kenny Seng Construction	X		$4,027,842.74	$541,217.10
4.	S&L Inc.	X		$4,197,486.34	$598,309.00
5.	Valley Design & Construction	X		$4,660,180.00	$463,642.00
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Brad Hickman 10/15/20

Name



EAGLE MOUNTAIN

Cory B. Wride Memorial Park

LDG

Phase 2

November 17, 2020

N

0 40 80 160 240

SCALE: 1" = 80'

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Lighting - Codale Electric
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$86,079.00 (or) $139,155.00 - State Contract Purchase
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a state contract bid award to Codale Electric for the base bid amount of $86,079.00 and consider approving the add alternate of $53,076.00 for the lighting of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include sport lighting for existing sport courts as the base bid an additional 10 court pickleball complex as an add alternate. This contract is to supply and install all the necessary components for sport court lighting systems.

Staff reached out to state contract pricing and bid out lighting options. The base bid came in at $86,079.00 with an additive alternate in the amount of $53,076.00. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $139,155.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Amenities - Big T Recreation
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$61,550.18 (or) $61,550.18 - State Contract Purchase
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the City council approve a bid award to Big T Recreation for the base bid amount of $37,222.73 and consider approving the add alternate of $24,327.45 for the amenities of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include amenities to match existing amenities from the prior phases of the project.

Staff set the bid schedule up to allow for options in the bid schedule. The original state contract base bid came in at $37,222.73 with an additive alternate in the amount of $24,327.45 The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $61,550.18.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Park Equipment - Sonntag Recreation LLC		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$65,163.00 (or) $112,597.00 - State Contract Purchase		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a state contract bid award to Sonntag Recreation for the base bid amount of $65,163.00 and consider approving the add alternate of $47,434.00 for the amenities of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include 30'x36' pavilion that will match existing pavilions in the park. The add alternate will also include some shade structures and amenities for a new 10 court pickleball complex.

Staff set the bid schedule up to allow for options in the bid schedule. The original base bid came in at $65,163.00 with an additive alternate in the amount of $47,434.00. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $112,597.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Utility Billing Office Remodel - Onsite Development Inc.
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$77,500 GL 47-81-41950-7002
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Jeff Weber, Admin

PRESENTED BY:
Jeff Weber

RECOMMENDATION:
Staff recommends that the City Council award the bid to Onsite Development Inc. in the amount of $77,500. There were two other companies that bid on the project - Crew General Contractors, Inc. $91,091 and Arnell West, Inc. $97,000.

BACKGROUND:
The City budgeted $100,000 to remodel the Utility Billing Office. The remodel includes adding two offices and moving the receptionist behind glass for security purposes.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Building Permit and Approved Drawings

EAGLE MOUNTAIN

BUILDING PERMIT APPLICATION

2565 N PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005
Email BUILDINGINSPECTIONS@EMCITY.ORG for inspections

Application Date	Plans	Survey	Plot Plan	Con type	Occupancy	PERMIT #
9/23/20						2020-1825

APPLICANT INFORMATION - PLEASE PRINT OR TYPE

Owner Name: Eagle Mountain City — Contact Number: 801-420-2327

Mailing Address: 1650 E Stagecoach Run — City: Eagle Mtn — State: UT — Zip: 84005

Job Site Address: 1650 E Stagecoach Run — Subdivision — Phase — Lot # — Tax Serial ID

EXISTING USE OF PARCEL		INTENDED USE OF PARCEL		SEWER	
Vacant	✓ Commercial	Agriculture	Commercial	Public	
Agriculture	Industrial/ Type	Single Family	Industrial	Septic	
Single Family	Other/ Type	Duplex	Basement		
Multiple Units		Multiple Units	Other/Type		

Dwelling Units — # Stories — # Bedrooms — # Baths — # Fireplaces

Building Dimension — Garage Dimensions — Attached / Detached — Lot Acreage

List existing buildings (and use) on the lot: — Project Valuation $

	Address	Telephone	License #
Engineer Name: Realize Engineering		801-930-9265	
Architect Name: Alt Architecture			
General Contractor Name: Jeff Weber		801-420-2327	
Electrical Contractor Name			
Plumbing Contractor Name			
Mechanical Contractor Name			

The undersigned agrees to comply with all Eagle Mountain City, Utah County and State of Utah building laws, codes and ordinances adopted and mandated. I certify the information presented in this application for a building permit are true and accurate. Any misrepresentations or errors herein are the sole responsibility applicant and in no way incur or accrue liability or obligation to enforcing officers or agents.

This permit becomes null and void if work on the construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced.

Per Eagle Mountain City Consolidated Fee Schedule, 1.4.4; Refunds for permits issued will be limited to 80% of the permit costs, not later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

OCCUPANCY IS PROHIBITED UNTIL AFTER FINAL INSPECTION HAS BEEN PASSED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

I HAVE VERIFIED THE SEWER DEPTH OF THE ABOVE LOT AND WILL TAKE ALL RESPONSIBILITY FOR SETTING THE STRUCTURE ACCORDINGLY.

CONTACT EMAIL ADDRESS jweber@emcity.org
Print Name Jeff Weber
Applicant's signature
Contractor License#

FOR DEPARTMENT USE ONLY

DEPARTMENT APPROVAL	APPROVED BY	DATE OF APPROVAL
PLANNING		
FT CHECK#:	PLAN REVIEW DEPOSIT#:	BUILDER ID# UFA FEE PD

COMMENTS/NOTES: 2ND KITCH/ACC APT RCVD Y / N

FOR DEPARTMENT USE ONLY

Date Permit Issued:
Bldg. Dept. Signature:

CONNECTION FEES	FEE AMOUNT
Construction Water	
Water Meter	
Sewer	
Sub Total	

IMPACT FEES	FEE AMOUNT
TSSD Administration	
TSSD	
Water	
Storm Water	
Waste Water	
Transportation	
Parks & Trails	
Parks Fee-in-lieu	
Silver Lake Trees	
Public Safety	
Sub Total	

BLDG DEPT FEES	FEE AMOUNT
Electric	
Temp Power	
Plumbing	
Mechanical	
Plan Check	
Building Permit	
1% Utah State Tax	
Sub Total	
TOTAL FEES	$
Valuation	
	SQUARE FEET
MAIN	
UPPER	
FIN.BASEMENT	
UNFIN. BASEMENT	
GARAGE	
OTHER	

SET BACK REQUIREMENTS AS PER APPRVD SITE PLAN

TOTAL FEE PAID	CHECK #
$	
BLDR DEPOSIT PAID	**CHECK#**
$	

BUILDER DEPOSIT TO BE RETURNED TO:
NAME:
Address:
Telephone:
Issued by:

EAGLE MOUNTAIN
UTILITIES BILLING OFFICE REMODEL

1650 STAGE COACH RUN
EAGLE MOUNTAIN, UTAH 84005

DESIGN TEAM

OWNER

EAGLE MOUNTAIN CITY
1650 STAGE COACH RUN
EAGLE MOUNTAIN, UTAH 84005
PHONE: 801-789-6679
jwebar@emcity.org
JEFF WEBER, FACILITIES DIRECTOR

ARCHITECT

alt architecture
1445 WEST 8660 SOUTH
WEST JORDAN, UTAH 84088
PHONE: 801-865-0633
andy@altarchitecture-ut.com
ANDY TONGISH, AIA

GENERAL NOTES:

1. FIRE SPRINKLER SYSTEM TO BE A DEFERRED SUBMITTAL. CONTRACTOR SHALL EXTEND EXISTING SYSTEM INTO NEW AREA. SUB-CONTRACTOR TO PROVIDE SHOP DRAWINGS AND CALCULATION TO THE ARCHITECT, OWNER, AND CITY.

NOTE:
MECHANICAL, PLUMBING, AND ELECTRICAL SHALL BE DESIGN/BUILD.
CONTRCTOR SHALL MEET ALL REGULATORY REQUIREMENTS.

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES AS ADOPTED HEREIN
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☒ ELECTRICAL ☐ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED PRIOR TO ISSUANCE OF ANY PERMITS OR VIOLATION OF ANY REGULATIONS
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.

alt architecture

MARK	DATE	DESCRIPTION

UTILITIES BILLING OFFICE REMODEL
1650 STAGE COACH RUN EAGLE MOUNTAIN, UTAH 84005, UTAH
EAGLE MOUNTAIN CITY

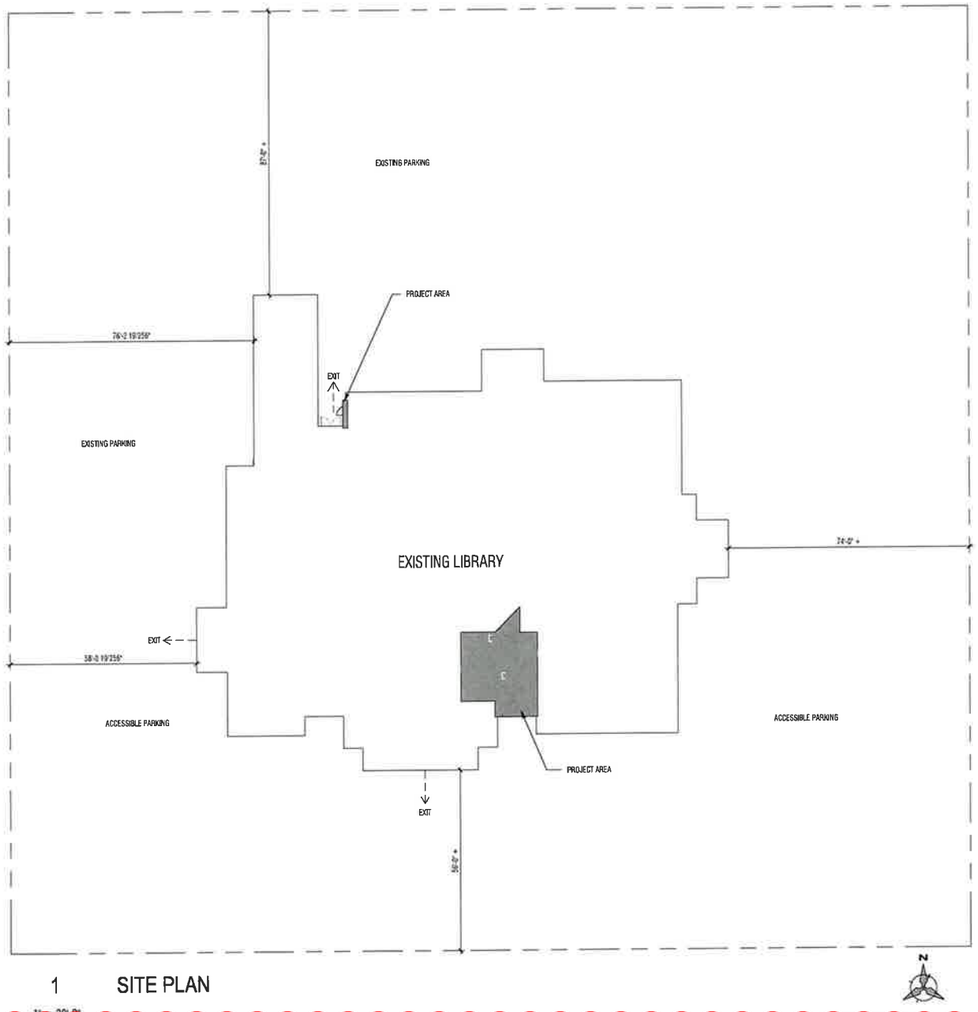
PROJECT # 20-016
DRAWN BY: act
CHECKED BY: act

ISSUED: 9/23/2020

STATE OF UTAH
ANDREW C TONGISH
No. 13302-0301
LICENSED ARCHITECT

COVER SHEET

G001



1 SITE PLAN

1" = 20'-0"

CODE COMPLIANCE SUMMARY

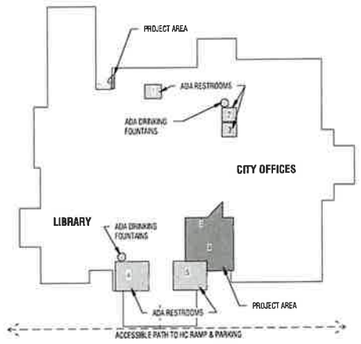
PROJECT EAGLE MOUNTAIN UTILITIES BILLING OFFICE
NFPA 13 SPRINKLERED THROUGHOUT
BUILDING CODES: IBC 2018, NEC 2017

BUILDING - EXISTING

BUILDING OCCUPANCY	A-3	B
BUILDING TYPE VB		
MAIN FLOOR BUILDING SF	4,117	12,283
UPPER STORAGE SF:	621	
ALLOWABLE SF	24,000	36,000
ALLOWABLE BUILDING HEIGHT: 60 FEET		
ACTUAL BUILDING HEIGHT: 22'-2" SOFFIT LINE		
OCCUPANT LOAD:	LIBRARY	BUSINESS
SPLIT 50/50	50/100 = 48/24	150 = 82
TOTAL OCCUPANT LOAD: 154		
PLUMBING: 185 TOTAL OCCUPANTS	LIBRARY	BUSINESS
	72 TOTAL	82
	1/125 & 1/65	1/25
	1 MEN REQUIRED	2 EACH REQUIRED
	1 WOMEN REQUIRED	

AVAILABLE:	MEN	1 WC 2 URINALS 2 LAVS	WOMEN 3 WC 2 LAVS	SINGLE OCCUPANT 3 WC 3 LAVS

DRINKING FOUNTAINS: 3
SERVICE SINKS 1



RESTROOMS

1	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
2	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
3	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
4	MULTI-USE RESTROOM, ADA TOILET (2) URINALS (2) LAVS
5	MULTI-USE RESTROOM, ADA TOILET (2) TOILETS (2) LAVS

2 BUILDING LAYOUT

1/32" = 1'-0"

Accessibility Notes:

1. Contractor and inspector will field verify the existing accessible route from the existing accessible parking and the building entrance. The accessible route shall not exceed a running slope of 5% and a cross slope of 2% as required by IBC 1104 and ICC A117.1-09 Section 403.3. If the existing route does not comply, the contractor shall be responsible to make necessary modifications to the accessible route.
2. Since existing restrooms and drinking fountains will serve the proposed space, the contractor and inspector shall field verify the existing restrooms and drinking fountains are compliant with the provisions of ICC A117.1-09 Chapter 6. If the existing restrooms are not compliant, the contractor shall update them as required.
3. If any of the above items do not comply with ICC A117.1-09, and will not be upgraded, please provide a cost analysis showing the cost to do so will exceed 20% of the construction cost of alterations to the area containing the primary function, per Exception 1 to IEBC 410.7.

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW:
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☒ ELECTRICAL ☒ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS.
BY: DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.

GENERAL:	
G001	COVER SHEET
G002	PROJECT INFORMATION
ARCHITECTURAL:	
A101	PLANS & ELEVATIONS
A102	MISC. DETAILS

alt architecture

MARK	DATE	DESCRIPTION

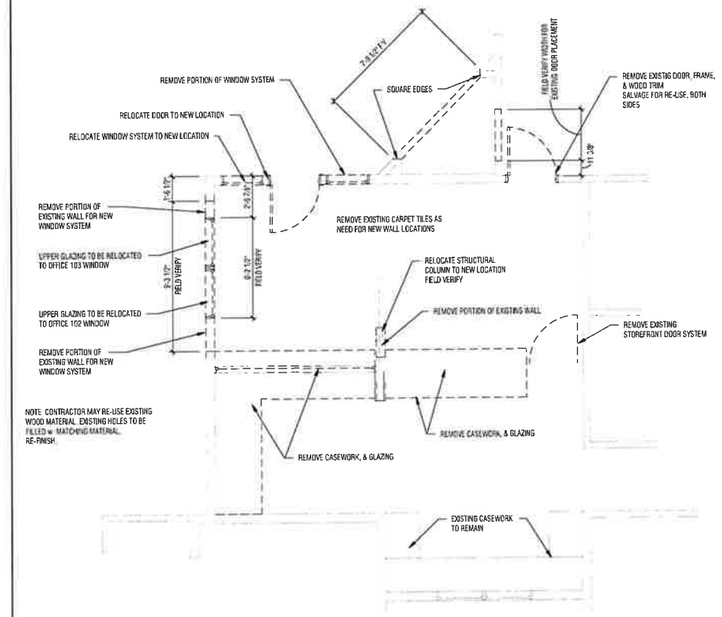
UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

PROJECT # 20-016
DRAWN BY: act
CHECKED BY act

ISSUED 9/23/2020

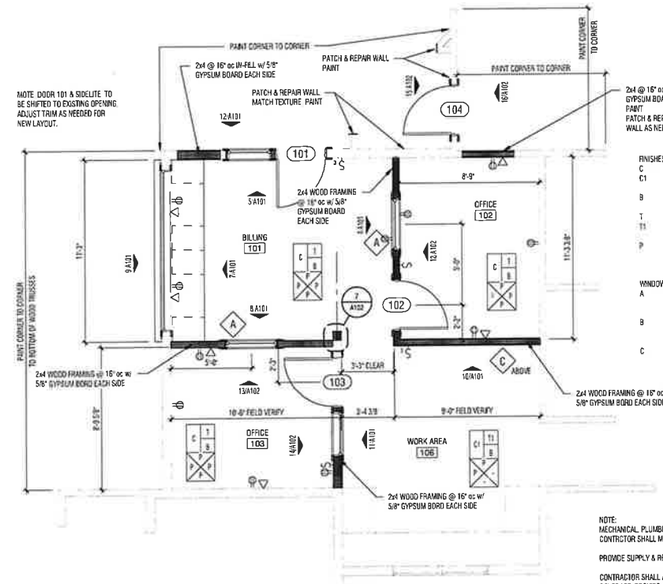
STATE OF UTAH
ANDREW C TONGISH
No. 13532-2301
LICENSED ARCHITECT

PROJECT INFORMATION
G002



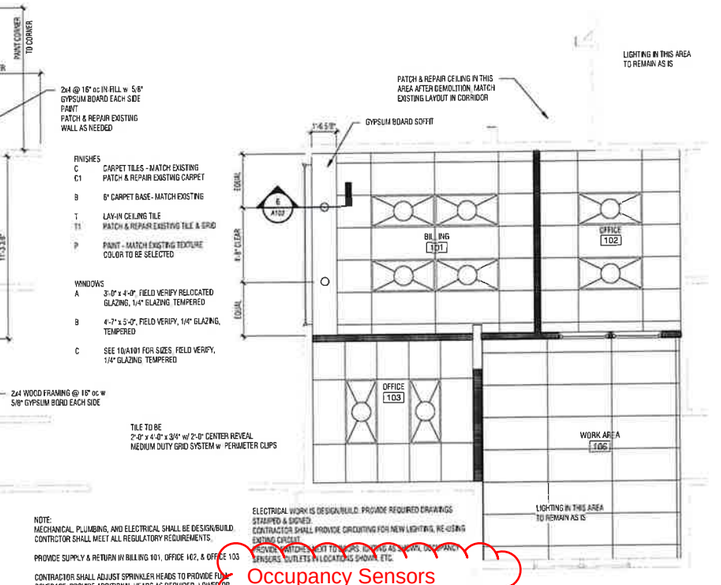
1 DEMOLITION FLOOR PLAN

1/4" = 1'-0"



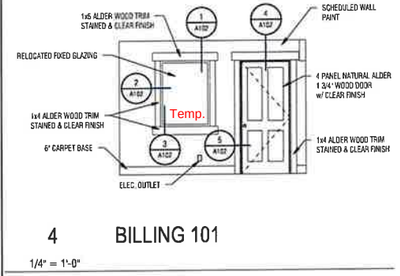
2 FLOOR PLAN

1/4" = 1'-0"



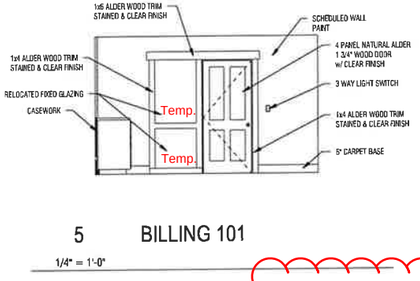
3 REFLECTED CEILING PLAN

1/4" = 1'-0"



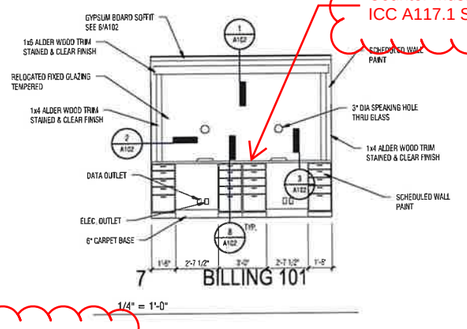
4 BILLING 101

1/4" = 1'-0"



5 BILLING 101

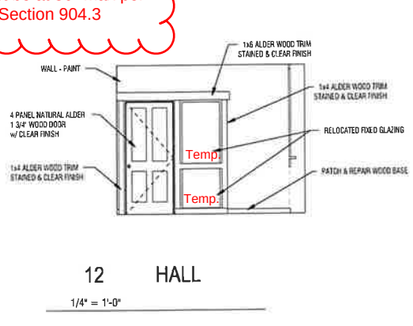
1/4" = 1'-0"



7 BILLING 101

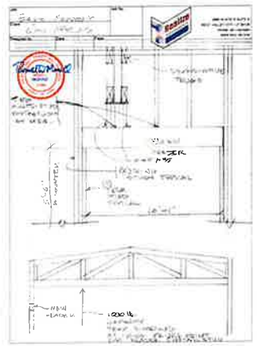
1/4" = 1'-0"

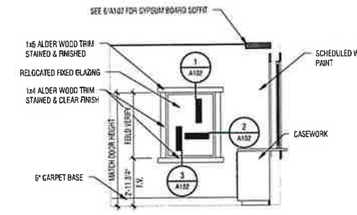
Counter must be at 36" max per ICC A117.1 Section 904.3



12 HALL

1/4" = 1'-0"

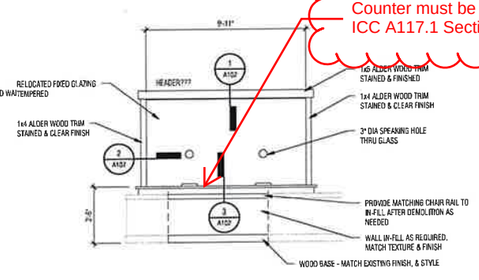




8 BILLING 101

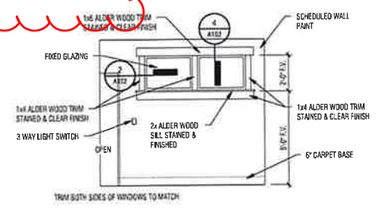
1/4" = 1'-0"

Counter must be at 36" max per ICC A117.1 Section 904.3



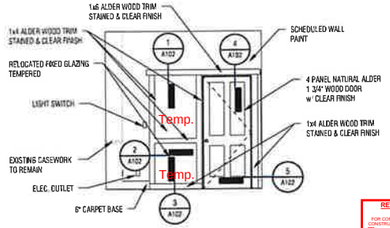
9 LOBBY ELEVATION

1/4" = 1'-0"



10 WORK AREA 108

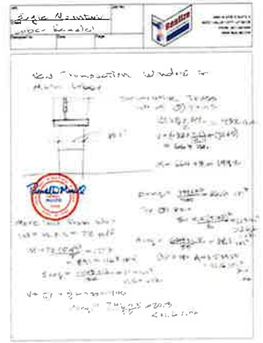
1/4" = 1'-0"



11 WORK AREA 108

1/4" = 1'-0"

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW:
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☒ ELECTRICAL ☒ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS.
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.



alt architecture

UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

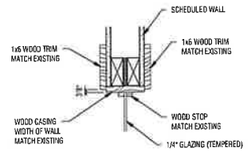
DESCRIPTION | DATE | MARK

PROJECT # 20-016
DRAWN BY: act
CHECKED BY: act

ISSUED 9/23/2020

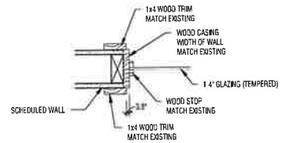
STATE OF UTAH
ANDREW C TONGISH
No. 12622-2201
LICENSED ARCHITECT

PLANS & ELEVATIONS
A101



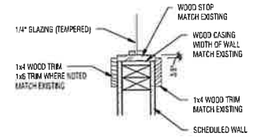
1 WINDOW HEAD

1 1/2" = 1'-0"



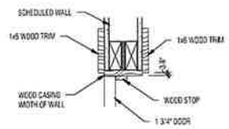
2 WINDOW JAMB

1 1/2" = 1'-0"



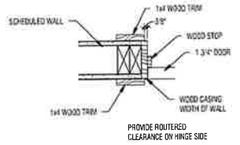
3 WINDOW SILL

1 1/2" = 1'-0"



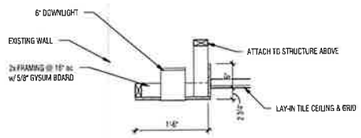
4 DOOR HEAD

1 1/2" = 1'-0"



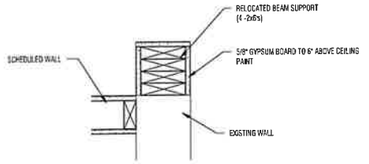
5 DOOR JAMB

1 1/2" = 1'-0"



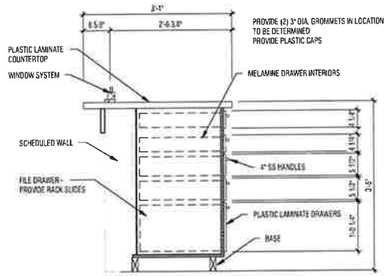
6 SOFFIT

3/4" = 1'-0"



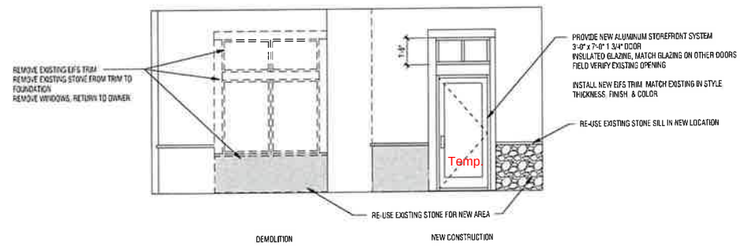
7 BEAM POST

1 1/2" = 1'-0"



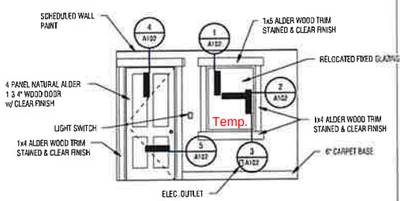
8 BASE CABINET

3/4" = 1'-0"



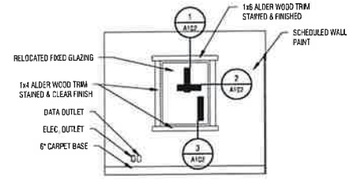
10 RECORDER - EXTERIOR

1/4" = 1'-0"



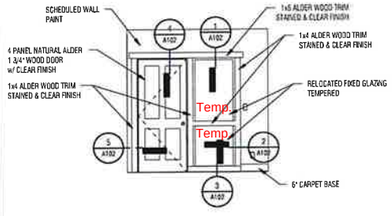
12 OFFICE 102

1/4" = 1'-0"



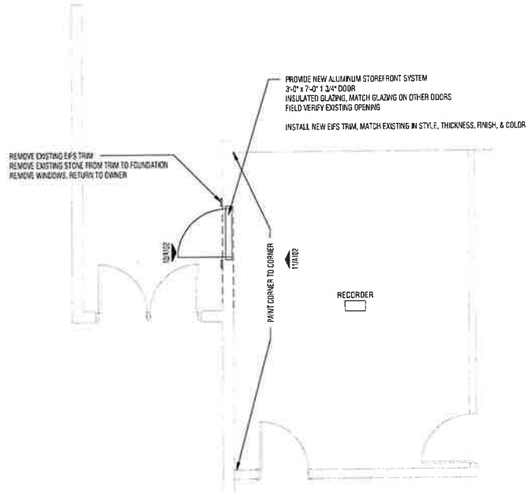
13 OFFICE 103

1/4" = 1'-0"



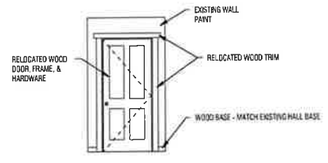
14 OFFICE 103

1/4" = 1'-0"



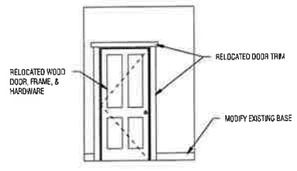
9 RECORDERS FLOOR PLAN

1/4" = 1'-0"



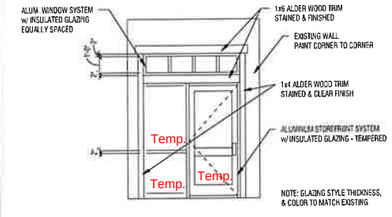
15 HALL DOOR 104

1/4" = 1'-0"



16 CHAMBERS DOOR 104

1/4" = 1'-0"



11 RECORDER - INTERIOR

1/4" = 1'-0"

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
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PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.

alt architecture

DESCRIPTION
DATE
MARK

UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

PROJECT #	20-016
DRAWN BY:	act
CHECKED BY:	act
ISSUED	9/23/2020

STATE OF UTAH
ANDREW C TONGREN
No. 12322-0201
LICENSED ARCHITECT

MISC. DETAILS

A102

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

Thursday, October 22, 2020

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

SUBJECT: **Eagle Point phase "J" plat 1 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Eagle Point phase "J" plat 1 Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	$ 712,664.62
Previous Release Amount:	$ 455,645.80
Amount to Release this Period:	$ 160,752.00
Amount Remaining in Bond :	$ 96,266.82

Bond Releases Summary	
#1	$ 455,645.80
#2	$ 160,752.00
#3	$ -
#4	$ -
TOTAL	$ 616,397.80

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SWPPP & SITE WORK**										
a	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	100%	$1,500.00	$1,500.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	81753	81753	SF	$1.20	$98,103.60	81,753	0	100%	$0.00	$98,103.60
b	6 inch Road base(also behind curb)	99922	99922	SF	$0.55	$54,957.10	99,922	0	100%	$0.00	$54,957.10
c	9 inch sub-base(e-fill)9behind curb)	99922	99922	SF	$0.75	$74,941.50	99,922	0	100%	$0.00	$74,941.50
d	30" curb & gutter	5191	5191	LF	$21.00	$109,011.00	5,191	0	100%	$0.00	$109,011.00
e	8' multiuse path	232	232	LF	$36.00	$8,352.00	232	0	100%	$0.00	$8,352.00
f	5' Sidewalk	5148	5148	LF	$26.00	$133,848.00	0	5148	100%	$133,848.00	$133,848.00
g	10' multiuse path	412	412	SF	$42.00	$17,304.00	0	412	100%	$17,304.00	$17,304.00
h	Stop signs	4	4	EA	$200.00	$800.00	0	4	100%	$800.00	$800.00
i	Street signs	4	4	EA	$200.00	$800.00	0	4	100%	$800.00	$800.00
j	ADA ramps	10	10	EA	$650.00	$6,500.00	0	10	100%	$6,500.00	$6,500.00
3	**CULINARY WATER**										
a	8" culinary water c-900 w/fittings	2793	837.9	LF	$28.00	$23,461.20	2,793	0	100%	$0.00	$23,461.20
b	Fire Hydrant	5	1.5	EA	$4,200.00	$6,300.00	5	0	100%	$0.00	$6,300.00
c	8" gate valves w/collars	12	3.6	EA	$1,400.00	$5,040.00	12	0	100%	$0.00	$5,040.00
d	1" water service lateral	1	0.3	EA	$2,000.00	$600.00	1	0	100%	$0.00	$600.00
e	2" water service lateral	2	0.6	EA	$2,500.00	$1,500.00	2	0	100%	$0.00	$1,500.00
f	connect to existing water w/valve	2	0.6	LS	$1,400.00	$840.00	2	0	100%	$0.00	$840.00
g	3/4 inch water service	58	17.4	EA	$1,100.00	$19,140.00	58	0	100%	$0.00	$19,140.00
h	2" blow off	2	0.6	EA	$1,000.00	$600.00	2	0	100%	$0.00	$600.00
i	Sampling station	1	0.3	EA	$1,100.00	$330.00	1	0	100%	$0.00	$330.00
4	**STORM DRAIN**										
a	15"ADS HP pipe	1429	285.8	LF	$25.00	$7,145.00	1,429	0	100%	$0.00	$7,145.00
b	18" ADS HP pipe	733	146.6	LF	$30.00	$4,398.00	733	0	100%	$0.00	$4,398.00
c	Orifice plate	2	0.4	EA	$500.00	$200.00	2	0	100%	$0.00	$200.00
d	Flared-end section	2	0.4	EA	$1,000.00	$400.00	2	0	100%	$0.00	$400.00
e	60" dia. Manholes	3	0.6	EA	$3,000.00	$1,800.00	3	0	100%	$0.00	$1,800.00
f	3x6 combo box	6	1.2	EA	$3,100.00	$3,720.00	6	0	100%	$0.00	$3,720.00
g	2x3 Catch Basin	6	1.2	EA	$2,300.00	$2,760.00	6	0	100%	$0.00	$2,760.00
h	Snout type 24r	2	0.4	EA	$600.00	$240.00	2	0	100%	$0.00	$240.00
i	Detention pond	4132	826.4	CY	$5.00	$4,132.00	4,132	0	100%	$0.00	$4,132.00
5	**SEWER**										
a	8" PVC Sewer pipe	2647	529.4	LF	$26.00	$13,764.40	2,647	0	100%	$0.00	$13,764.40
b	48" dia. Manholes	7	1.4	EA	$2,600.00	$3,640.00	7	0	100%	$0.00	$3,640.00
c	60" dia. Manholes	3	0.6	EA	$2,800.00	$1,680.00	3	0	100%	$0.00	$1,680.00
d	4" sewer laterals	63	12.6	EA	$650.00	$8,190.00	63	0	100%	$0.00	$8,190.00
e	Connect to existing manhole	2	0.4	EA	$1,000.00	$400.00	2	0	100%	$0.00	$400.00
	TOTAL CONSTRUCTION COST					**$616,397.80**					
	Original 10% Bond Coverage					$96,266.82					
								Released this Period		$160,752.00	
	TOTAL BOND AMOUNT:					**$712,664.62**					

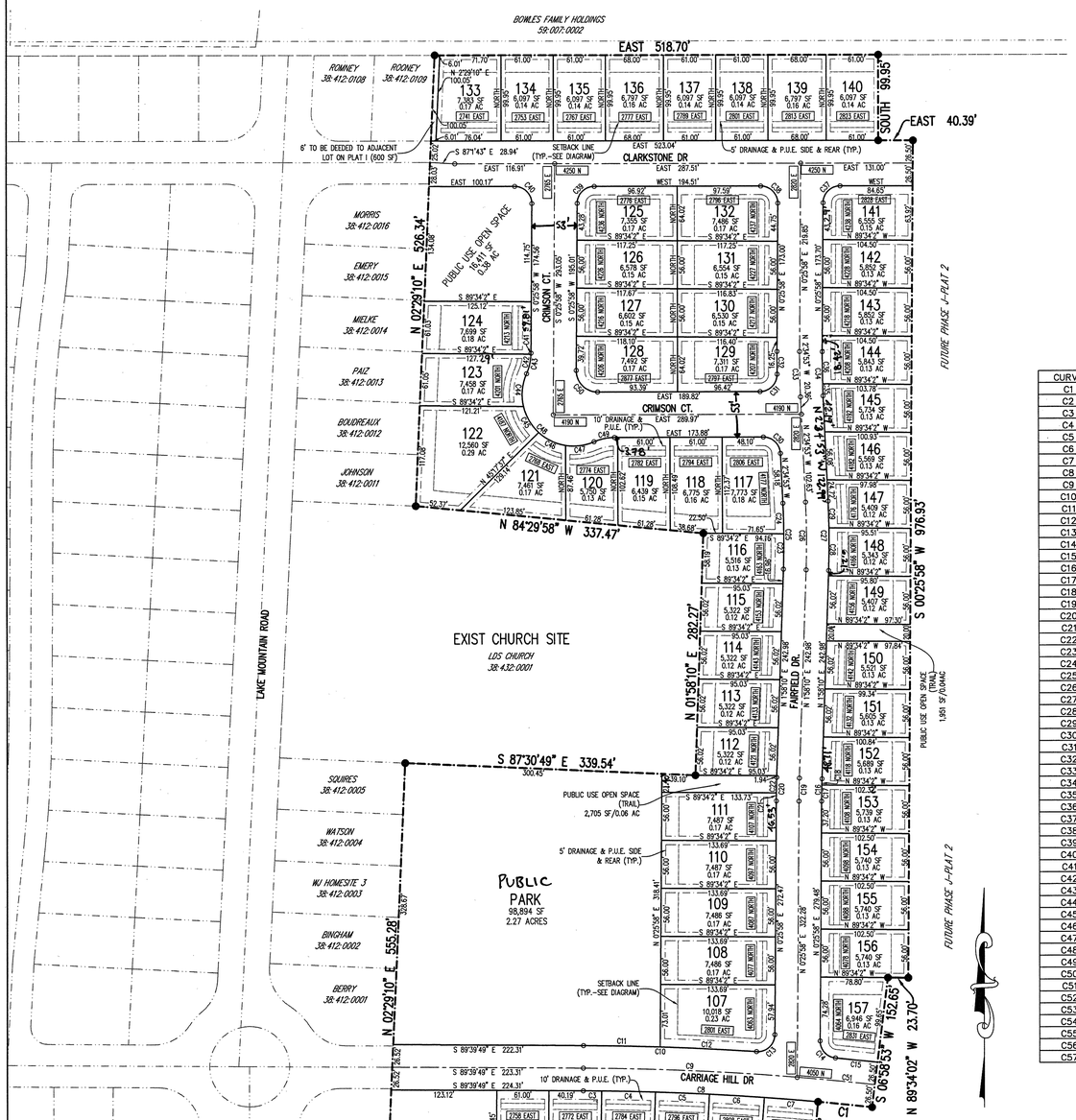
Christopher T. Trusty P.E.
Engineering Director

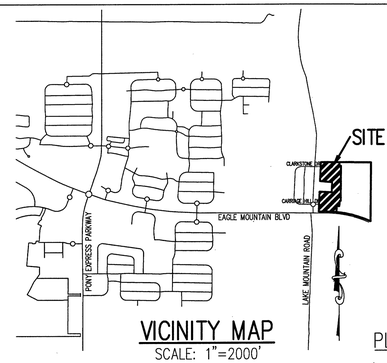
10/22/2020
Date

Robert Ballif
Engineering Tech. 1

10/22/2020
Date

EAGLE POINT PHASE J - PLAT 1





VICINITY MAP
SCALE: 1"=2000'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	3180.00	63.67	1°8'50"	63.67	N 84°8'30" W
C2	3046.50	271.32	5°6'10"	271.22	N 87°6'44" W
C3	3180.00	21.48	0°23'13"	21.48	S 89°28'12" E
C4	3180.00	62.95	1°8'3"	62.95	S 88°42'34" E
C5	3180.00	62.96	1°8'4"	62.96	S 87°34'31" E
C6	3180.00	64.28	1°9'29"	64.28	S 86°25'44" E
C7	3180.00	62.97	1°8'4"	62.97	S 85°16'57" E
C8	3180.00	274.64	4°56'54"	274.55	S 87°11'22" E
C9	3206.50	250.09	4°28'8"	250.03	S 87°25'45" E
C10	3233.00	202.31	3°35'7"	202.27	S 87°52'16" E
C11	3233.00	89.73	1°35'25"	89.72	S 88°52'7" E
C12	3233.00	112.58	1°59'43"	112.57	S 87°4'33" E
C13	20.00	32.63	93°29'20"	29.13	N 47°10'38" E
C14	20.00	29.62	84°52'6"	26.99	S 42°0'5" E
C15	3233.00	49.46	0°52'35"	49.46	S 83°59'50" E
C16	973.50	26.11	1°32'12"	26.11	N 1°12'4" E
C17	973.50	18.80	1°6'23"	18.80	N 0°59'9" E
C18	973.50	7.31	0°25'49"	7.31	N 1°45'15" E
C19	1000.00	26.82	1°32'12"	26.82	N 1°12'4" E
C20	1026.50	27.53	1°32'12"	27.53	N 1°12'4" E
C21	1026.50	9.47	0°31'43"	9.47	N 0°41'49" E
C22	1026.50	18.06	1°0'29"	18.06	N 1°27'55" E
C23	968.50	41.22	2°26'19"	41.22	N 0°45'1" E
C24	968.50	35.71	2°6'45"	35.70	N 1°31'31" W
C25	968.50	76.93	4°33'3"	76.91	N 0°18'22" W
C26	995.00	79.03	4°33'3"	79.01	N 0°18'22" W
C27	1021.50	81.14	4°33'3"	81.11	N 0°18'22" W
C28	1021.50	49.80	2°47'36"	49.80	N 0°34'22" E
C29	1021.50	31.33	1°45'27"	31.33	N 1°42'10" W
C30	20.00	30.51	87°25'7"	27.64	N 46°17'27" W
C31	20.00	31.78	91°2'27"	28.54	N 44°28'46" E
C32	1031.50	26.53	1°28'25"	26.53	N 0°18'15" W
C33	1005.00	52.87	3°0'51"	52.86	N 1°4'28" W
C34	978.50	51.48	3°0'51"	51.47	N 1°4'28" W
C35	978.50	13.89	0°48'47"	13.89	N 2°10'30" W
C36	978.50	37.59	2°12'4"	37.59	N 0°40'4" W
C37	20.00	31.26	89°34'2"	28.18	N 45°12'59" E
C38	20.00	31.57	90°25'58"	28.39	N 44°47'1" W
C39	20.00	31.26	89°34'2"	28.18	S 45°12'59" W
C40	20.00	31.57	90°25'58"	28.39	S 44°47'1" E
C41	60.00	1.19	1°8'21"	1.19	N 1°0'8" E
C42	60.00	23.48	22°25'5"	23.33	S 12°46'51" W
C43	60.00	24.67	23°33'26"	24.50	S 12°12'41" W
C44	60.00	39.04	37°16'47"	38.35	S 5°21'1" W
C45	60.00	35.52	33°54'56"	35.00	S 30°14'51" E
C46	60.00	35.52	33°54'56"	35.00	S 64°9'46" E
C47	60.00	33.97	32°26'12"	33.52	N 82°39'40" E
C48	60.00	144.04	137°32'50"	111.86	S 44°47'1" E
C49	60.00	24.67	23°33'26"	24.50	N 78°13'17" E
C50	25.00	39.46	90°25'58"	35.49	S 44°47'1" E
C51	3206.50	91.29	1°37'52"	91.29	S 84°22'45" E
C52	3091.50	60.44	1°7'13"	60.44	N 85°7'16" W
C53	3091.50	61.29	1°8'9"	61.29	N 86°14'57" W
C54	3091.50	60.41	1°7'10"	60.41	N 87°22'37" W
C55	3091.50	60.41	1°7'10"	60.41	N 88°29'47" W
C56	3091.50	32.78	0°36'27"	32.78	N 89°21'36" W
C57	3091.50	275.32	5°6'10"	275.23	N 87°6'44" W

PHASE J - PLAT 1 CALCULATIONS

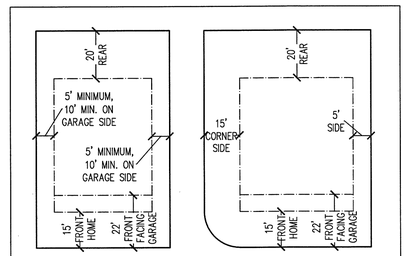
TOTAL ACREAGE:	15.70 ACRES
BUILDABLE ACREAGE:	15.70 ACRES
TOTAL ACREAGE IN LOTS:	8.78 ACRES
RIGHT-OF-WAY AREA:	3.29 ACRES
TOTAL OPEN SPACE*:	3.63 ACRES
TOTAL IMPROVED OPEN SPACE:	3.15 ACRES
AVERAGE LOT SIZE:	6,712 SF/0.15 ACRES
LARGEST LOT SIZE:	12,560 SF/0.29 ACRES
SMALLEST LOT SIZE:	5,322 SF/0.12 ACRES
OVERALL DENSITY:	3.63 LOTS/ACRE
TOTAL # OF LOTS:	57 LOTS
*-INCLUDES DETENTION BASINS	

PLAT NOTES:

1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY.
2. SETBACKS: FRONT=15'
   DRIVEWAY=22'
   REAR=20'
   CORNER=15'
   SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)
3. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
4. ALL PUBLIC USE OPEN SPACE AND PARK AREA IS A PUBLIC UTILITY EASEMENT.

FIRE NOTE:

FIVE (5) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.



SETBACK DIAGRAM

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.1Tariff.

Marjorie Clifford 1/23/19
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Carl Edwards 1/17/19
ROCKY MOUNTAIN POWER 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 abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 23 day of January 20 19

Dominion Energy
By: [signature]
Title: gas accounting

16578

SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

JAN. 16, 2019
DATE

[signature]
AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°44'57" EAST ALONG SECTION LINE 1217.21 FEET AND NORTH 46.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 02°29'10" EAST 555.28 FEET; THENCE SOUTH 87°30'49" EAST 339.54 FEET; THENCE NORTH 01°58'10" EAST 282.27 FEET; THENCE NORTH 84°29'58" WEST 337.47 FEET; THENCE NORTH 02°29'10" EAST 526.34 FEET; THENCE EAST 518.70 FEET; THENCE SOUTH 99.95 FEET; THENCE EAST 40.39 FEET; THENCE SOUTH 00°25'58" WEST 976.93 FEET; THENCE NORTH 89°34'02" WEST 23.70 FEET; THENCE SOUTH 06°58'53" WEST 152.65 FEET; THENCE ALONG THE ARC OF A 3,180.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°08'50" FOR 63.67 FEET (CHORD BEARS NORTH 84°08'30" WEST 63.67 FEET); THENCE SOUTH 05°26'21" WEST, A DISTANCE OF 174.36 FEET; THENCE ALONG THE ARC OF A 3,046.50 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°06'10" FOR 271.32 FEET (CHORD BEARS NORTH 87°06'44" WEST 271.22 FEET); THENCE NORTH 89°39'49" WEST 218.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 684,074.24 SQUARE FEET OR 15.7042 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN CITY PLAT 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 Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

ENT 504012019 Bk 0 16578
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jan 24 3:47 pm FEE 164.00 BY MG
RECORDED FOR EAGLE MOUNTAIN CITY

AUTHORIZED SIGNATURE(S)

EAGLE MOUNTAIN DEVELOPER PLAT 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 Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER
PATTERSON CONSTRUCTION, INC.

AUTHORIZED SIGNATURE(S)

ACKNOWLEDGMENT

On the 11 day of February, 2019 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 acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 7-17-2021
NOTARY PUBLIC SIGNATURE

696013
COMMISSION NUMBER

Kent P. Smith
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 14 DAY OF May, 2019

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY ENGINEER (SEE SEAL BELOW)

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 1

EAGLE POINT PHASE J

SUBDIVISION

LOCATED IN THE SE CORNER OF SEC 7, TOWNSHIP 6S, RANGE 1W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 80 FEET

Surveyor's Seal: NO. 6418780 AARON D. THOMAS 1-16-19 STATE OF UTAH
Notary Public Seal: KENT P SMITH NOTARY PUBLIC-STATE OF UTAH COMMISSION # 696013 COMM. EXP. 07-17-2021
City Engineer's Seal: No. 266052 CHRISTOPHER TODD TRUSTY 3-4-19 STATE OF UTAH
Clerk-Recorder Seal: EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

7-6-1W TU-038

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

Thursday, October 22, 2020

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

SUBJECT: **Scenic Mountain phase "A" plat 3 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Scenic Mountain phase A plat 3 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	$ 233,745.99
Previous Release Amount:	$ -
Amount to Release this Period:	$ 193,279.90
Amount Remaining in Bond :	$ 40,466.09

Bond Releases Summary	
#1	$ 193,279.90
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 193,279.90

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**										
a	Rough grading (12" depth)	48787	0	SF	$0.15	$0.00	0	48787	100%	$0.00	$0.00
b	3" asphalt	25956	25956	SF	$1.75	$45,423.00	0	25956	100%	$45,423.00	$45,423.00
c	6" road base	31059	31059	SF	$0.65	$20,188.35	0	31059	100%	$20,188.35	$20,188.35
d	9" e-fill	31059	31059	SF	$0.55	$17,082.45	0	31059	100%	$17,082.45	$17,082.45
e	30" curb & gutter	1701	1701	LF	$15.00	$25,515.00	0	1701	100%	$25,515.00	$25,515.00
f	Sidewalk	1670	1670	LF	$18.00	$30,060.00	0	1670	100%	$30,060.00	$30,060.00
g	8' asphalt trail	445	445	LF	$14.00	$6,230.00	0	445	100%	$6,230.00	$6,230.00
h	ADA ramps	5	5	EA	$1,500.00	$7,500.00	0	5	100%	$7,500.00	$7,500.00
2	**CULINARY WATER**										
a	8" culinary water c-900	1097	219.4	LF	$25.00	$5,485.00	0	1097	100%	$5,485.00	$5,485.00
b	Fire Hydrant	2	0.4	EA	$3,900.00	$1,560.00	0	2	100%	$1,560.00	$1,560.00
c	8" gate valves/fittings	7	1.4	EA	$1,750.00	$2,450.00	0	7	100%	$2,450.00	$2,450.00
d	connect to existing water	3	0.6	EA	$2,500.00	$1,500.00	0	3	100%	$1,500.00	$1,500.00
e	3/4" water service	23	4.6	EA	$750.00	$3,450.00	0	23	100%	$3,450.00	$3,450.00
f	Air vac	1	0.2	EA	$2,500.00	$500.00	0	1	100%	$500.00	$500.00
g	2" blow off	1	0.2	EA	$1,500.00	$300.00	0	1	100%	$300.00	$300.00
h	2" landscape meter	2	0.4	EA	$1,750.00	$700.00	0	2	100%	$700.00	$700.00
i	Trench back fill	1185	237	TON	$10.00	$2,370.00	0	1185	100%	$2,370.00	$2,370.00
j	Import pipe bedding	296	59.2	TON	$12.00	$710.40	0	296	100%	$710.40	$710.40
3	**SEWER**										
a	8" Sewer pipe	966	96.6	LF	$25.00	$2,415.00	0	966	100%	$2,415.00	$2,415.00
b	4" Sewer stub for force main	1	0.1	EA	$750.00	$75.00	0	1	100%	$75.00	$75.00
c	4" sewer laterals	22	2.2	EA	$500.00	$1,100.00	0	22	100%	$1,100.00	$1,100.00
d	60" sewer manhole	2	0.2	EA	$4,000.00	$800.00	0	2	100%	$800.00	$800.00
e	48" sewer manholes	5	0.5	EA	$3,500.00	$1,750.00	0	5	100%	$1,750.00	$1,750.00
f	connect to existing sewer	1	0.1	EA	$1,000.00	$100.00	0	1	100%	$100.00	$100.00
g	Trench back fill	1565	156.5	TON	$10.00	$1,565.00	0	1565	100%	$1,565.00	$1,565.00
h	Import pipe bedding	391	39.1	TON	$12.00	$469.20	0	391	100%	$469.20	$469.20
4	**STORM DRAIN**										
a	15" RCP storm drain	699	69.9	LF	$26.00	$1,817.40	0	699	100%	$1,817.40	$1,817.40
b	Combo box	3	0.3	EA	$3,000.00	$900.00	0	3	100%	$900.00	$900.00
c	Curb Inlet box	1	0.1	EA	$3,000.00	$300.00	0	1	100%	$300.00	$300.00
d	Connect to existing	1	0.1	EA	$1,000.00	$100.00	0	1	100%	$100.00	$100.00
e	48" manhole w/collar	1	0.1	EA	$3,500.00	$350.00	0	1	100%	$350.00	$350.00
f	Trench back fill	1132	113.2	TON	$10.00	$1,132.00	0	1132	100%	$1,132.00	$1,132.00
g	Import pipe bedding	283	28.3	TON	$12.00	$339.60	0	283	100%	$339.60	$339.60
5	**MISC/SITE PREP**										
a	Street/Stop sign	2	1	EA	$240.00	$240.00	0	2	100%	$240.00	$240.00
b	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	100%	$1,500.00	$1,500.00
c	Mobilization	1	0.5	LS	$5,000.00	$2,500.00	0	1	100%	$2,500.00	$2,500.00
d	Clear & grub	192100	96050	SF	$0.05	$4,802.50	0	192100	100%	$4,802.50	$4,802.50
	TOTAL CONSTRUCTION COST					**$193,279.90**					
	Original 10% Bond Coverage					$40,466.09					
								Released this Period		$193,279.90	
	TOTAL BOND AMOUNT:					**$233,745.99**					

Christopher T. Trusty P.E.
Engineering Director

10/22/2020
Date

Robert Ballif
Engineering Tech. 1

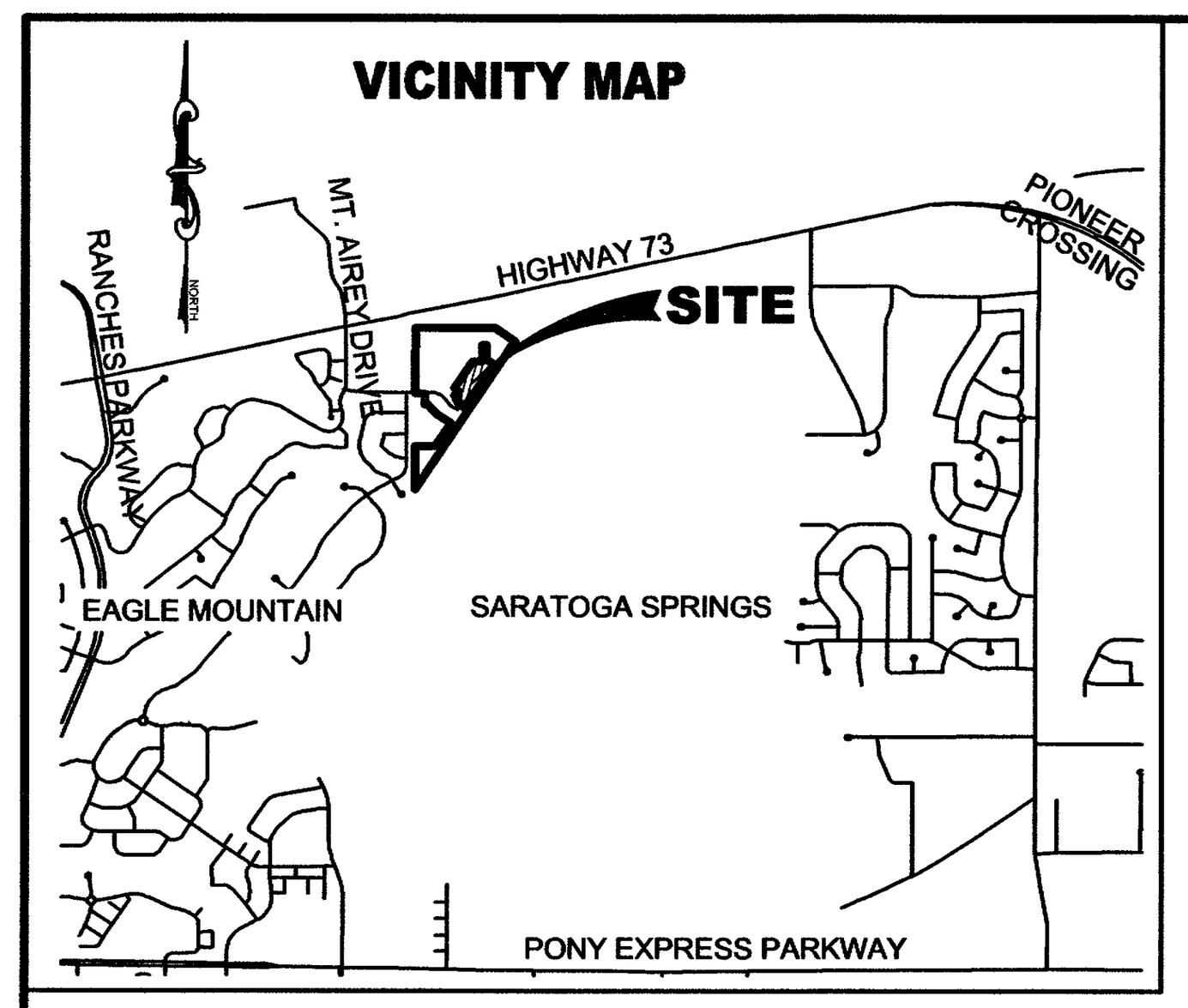
10/22/2020
Date

SCENIC MOUNTAIN

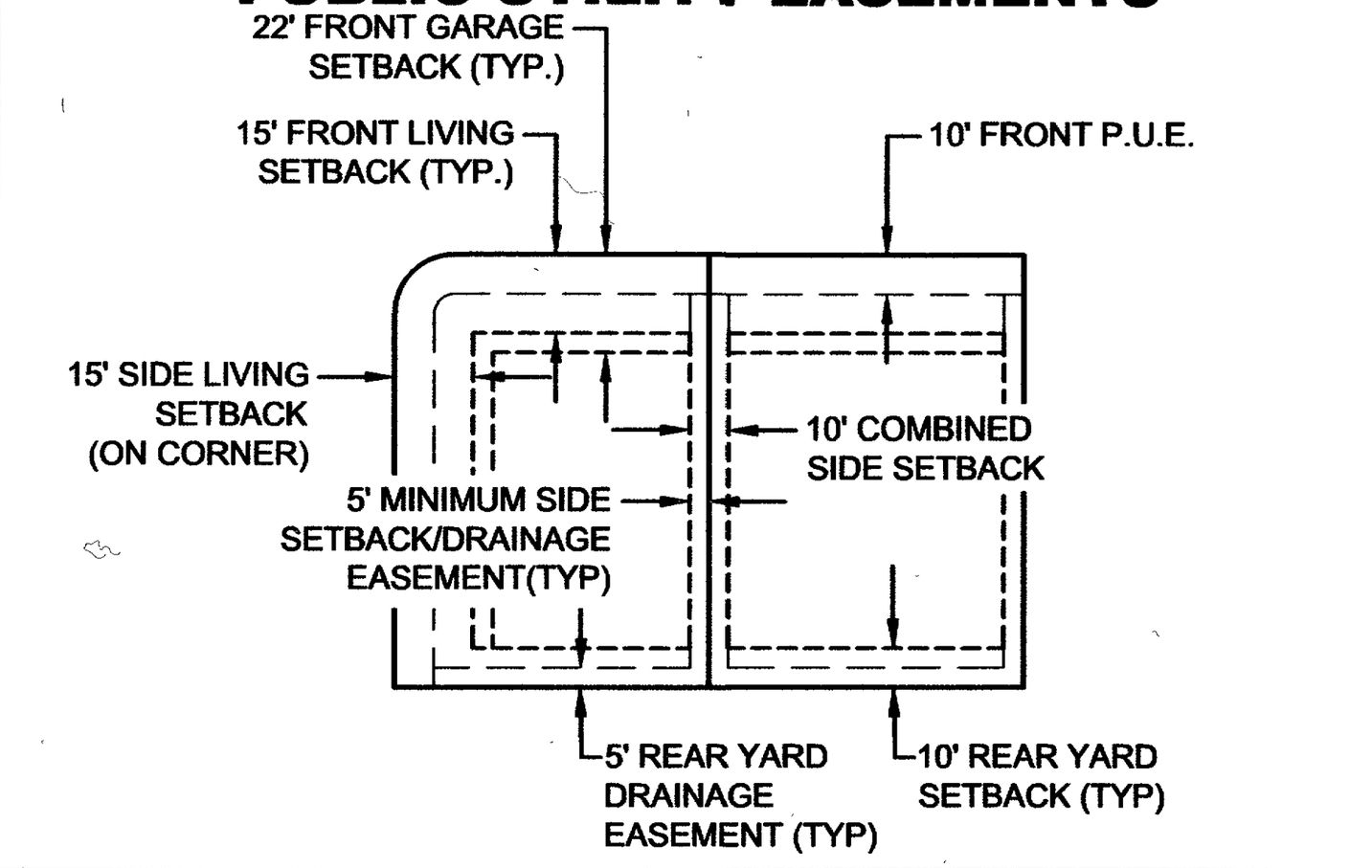
PHASE A, PLAT 3

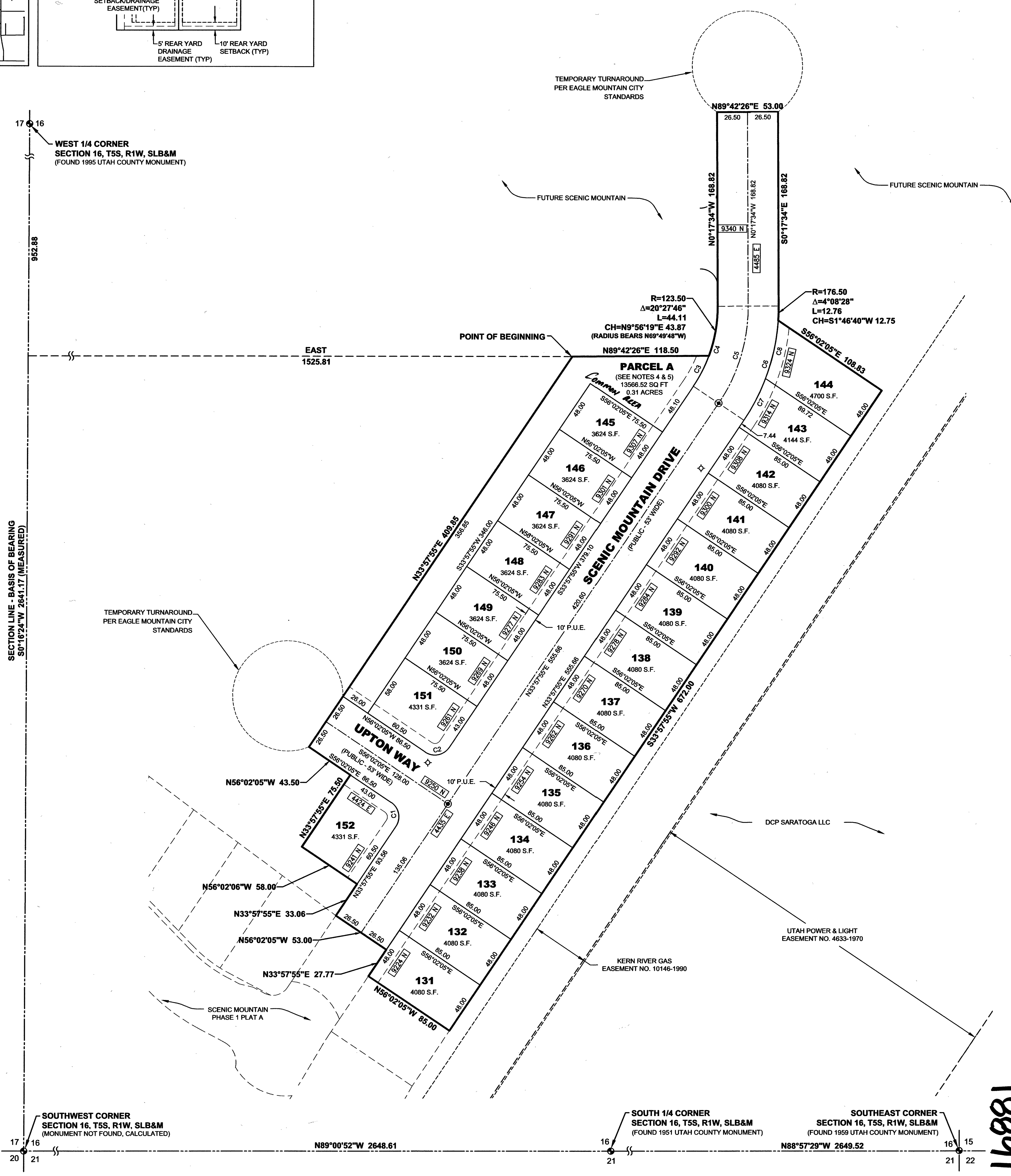
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN EAGLE MOUNTAIN, UTAH

VICINITY MAP



TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS





NORTH

SCALE: 1" = 50'

50 25 0 50

TABULATIONS PHASE 3 PLAT A

TOTAL ACREAGE:	3.45 ACRES
BUILDABLE ACREAGE:	3.45 ACRES
TOTAL ACREAGE IN LOTS:	2.03 ACRES
TOTAL OPEN SPACE:	.31 ACRES
TOTAL IMPROVED OPEN SPACE:	.31 ACRES
AVERAGE LOT SIZE:	4,010 SQ. FT. (.09 AC)
LARGEST LOT SIZE:	4,700 SQ. FT. (.11 AC)
SMALLEST LOT SIZE:	3,624 SQ. FT. (.08 AC)
OVERALL DENSITY:	4.99 LOTS/ACRE
TOTAL # OF LOTS:	22 LOTS
TOTAL ACREAGE IN ROW:	1.12 ACRES

LEGEND

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINE
- ◉ PROPOSED STREET MONUMENT

NOTES:

1. ◉ ... TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. ALL OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY TO BE PUBLIC UTILITY AND ACCESS/PEDESTRAIN EASEMENTS IN THEIR ENTIRETY.
5. PARCEL A TO BE MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	N11°02'05"W 21.21
C2	15.00	90°00'00"	23.56	N78°57'55"E 21.21
C3	123.50	13°47'43"	29.74	N27°04'04"E 29.66
C4	123.50	34°15'29"	73.84	N16°50'11"E 72.75
C5	150.00	34°15'29"	89.69	N16°50'11"E 88.36
C6	176.50	34°15'29"	105.53	N16°50'11"E 103.97
C7	176.50	13°17'10"	40.93	N27°19'20"E 40.84
C8	176.50	16°49'51"	51.85	N12°15'49"E 51.66

DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, 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 DOS NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS 6 DAY OF November, 2019

BY- Beverly Eldredge

TITLE- Pre-Con Specialist

ROCKY MOUNTAIN POWER APPROVAL

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

Del Edwards 11-8-19

ROCKY MOUNTAIN POWER DATE

16881

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°16'24"W ALONG THE SECTION LINE 952.88 FEET AND EAST 1525.81 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°42'26"E 118.50 FEET; THENCE ALONG THE ARC OF A 123.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N69°49'48"W) 44.11 FEET THROUGH A CENTRAL ANGLE OF 20°27'46" (CHORD: N9°56'19"E 43.87 FEET); THENCE N0°17'34"W 168.82 FEET; THENCE N89°42'26"E 53.00 FEET; THENCE S0°17'34"E 168.82 FEET; THENCE ALONG THE ARC OF A 176.50 FOOT RADIUS CURVE TO THE RIGHT 12.76 FEET THROUGH A CENTRAL ANGLE OF 4°08'28" (CHORD: S1°46'40"W 12.75 FEET); THENCE S56°02'05"E 108.83 FEET; THENCE S33°57'55"W 672.00 FEET; THENCE N56°02'05"W 85.00 FEET; THENCE N33°57'55"E 27.77 FEET; THENCE N56°02'05"W 53.00 FEET; THENCE N33°57'55"E 33.06 FEET; THENCE N56°02'06"W 58.00 FEET; THENCE N33°57'55"E 75.50 FEET; THENCE N56°02'05"W 43.50 FEET; THENCE N33°57'55"E 409.85 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±3.45 ACRES

11-05-2019 DATE

Ryan W. Hall SURVEYOR (See Seal Below)

OWNERS DEDICATION

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

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

Travis Stolk

Travis Stolk

Assistant Secretary

Fieldstone Scenic Mountain LLC.

*Pursuant to Utah Code 10-9a-604(d) the owner conveyes Parcel A (Common Area) to Scenic Mountain Homeowners Association. 12896 Pony Express Rd. Suite 400, Draper Utah 84020.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THIS 8 DAY OF NOV, A.D. 2019, PERSONALLY APPEARED BEFORE ME Travis Stolk THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE assistant Sec. OF Fieldstone Scenic Mountain LLC, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Ashley Hawker

NOTARY PUBLIC FULL NAME: Ashley Hawker
COMMISSION NUMBER: 697101
MY COMMISSION EXPIRES: 9/26/2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

ASHLEY HAWKER NOTARY PUBLIC-STATE OF UTAH COMMISSION# 697101 COMM. EXP. 09-26-2021

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 16 DAY OF December, A.D. 2019

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED Christopher Trusty ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

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.

DIRECT COMMUNICATIONS 11/11/19 DATE

COUNTY RECORDER STAMP

ENT 133324:2019 Map # 16881
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Dec 16 3:31 pm FEE 96.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

PHASE A, PLAT 3

SCENIC MOUNTAIN

SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 50'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH RYAN W. HALL No. 6310734 PROFESSIONAL LAND SURVEYOR 11-5-19		PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 12-3-19 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

This form approved by Utah County and the municipalities therein.

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

SEC. 16-5-1W TU-038

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

Thursday, October 22, 2020

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

SUBJECT: **Scenic Mountain phase "B" plat 1 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Scenic Mountain phase B plat 1 Bond
Reduced

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

1st Bond Release		
Original Bond Amount:	$	304,423.76
Previous Release Amount:	$	-
Amount to Release this Period:	$	262,025.15
Amount Remaining in Bond :	$	42,398.61

Bond Releases Summary		
#1	$	262,025.15
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	262,025.15

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**										
a	Rough grading (12" depth)	26000	26000	SF	$0.15	$3,900.00	0	26000	100%	$3,900.00	$3,900.00
b	3" asphalt	17652	17652	SF	$1.75	$30,891.00	0	17652	100%	$30,891.00	$30,891.00
c	6" road base	22152	22152	SF	$0.65	$14,398.80	0	22152	100%	$14,398.80	$14,398.80
d	9" e-fill	22152	22152	SF	$0.55	$12,183.60	0	22152	100%	$12,183.60	$12,183.60
e	30" curb & gutter	1500	1500	LF	$30.00	$45,000.00	0	1500	100%	$45,000.00	$45,000.00
f	Sidewalk	1500	1500	LF	$30.00	$45,000.00	0	1500	100%	$45,000.00	$45,000.00
g	8' asphalt trail	245	245	LF	$14.00	$3,430.00	0	245	100%	$3,430.00	$3,430.00
h	ADA ramps	2	2	EA	$1,500.00	$3,000.00	0	2	100%	$3,000.00	$3,000.00
2	**CULINARY WATER**										
a	8" culinary water c-900	690	138	LF	$25.00	$3,450.00	0	690	80%	$3,450.00	$3,450.00
b	Fire Hydrant	2	0.4	EA	$3,900.00	$1,560.00	0	2	80%	$1,560.00	$1,560.00
c	8" gate valves/fittings	3	0.6	EA	$1,750.00	$1,050.00	0	3	80%	$1,050.00	$1,050.00
d	connect to existing water	1	0.2	EA	$2,500.00	$500.00	0	1	80%	$500.00	$500.00
e	3/4" water service	35	7	EA	$1,500.00	$10,500.00	0	35	80%	$10,500.00	$10,500.00
f	2" blow off	1	0.2	EA	$1,500.00	$300.00	0	1	80%	$300.00	$300.00
g	2" landscape meter	1	0.2	EA	$1,750.00	$350.00	0	1	80%	$350.00	$350.00
h	Trench back fill	745	149	TON	$10.00	$1,490.00	0	745	80%	$1,490.00	$1,490.00
i	Import pipe bedding	186	37.2	TON	$12.00	$446.40	0	186	80%	$446.40	$446.40
3	**SEWER**										
a	8" Sewer pipe	695	347.5	LF	$25.00	$8,687.50	0	695	50%	$8,687.50	$8,687.50
b	4" Sewer stub for force main	1	0.5	EA	$750.00	$375.00	0	1	50%	$375.00	$375.00
c	4" sewer laterals	35	17.5	EA	$1,300.00	$22,750.00	0	35	50%	$22,750.00	$22,750.00
d	60" sewer manhole	2	1	EA	$4,000.00	$4,000.00	0	2	50%	$4,000.00	$4,000.00
e	48" sewer manholes	4	2	EA	$3,500.00	$7,000.00	0	4	50%	$7,000.00	$7,000.00
f	connect to existing sewer	1	0.5	EA	$1,000.00	$500.00	0	1	50%	$500.00	$500.00
g	Trench back fill	1125	562.5	TON	$10.00	$5,625.00	0	1125	50%	$5,625.00	$5,625.00
h	Import pipe bedding	281	140.5	TON	$12.00	$1,686.00	0	281	50%	$1,686.00	$1,686.00
4	**STORM DRAIN**										
a	15" RCP storm drain	488	244	LF	$26.00	$6,344.00	0	488	50%	$6,344.00	$6,344.00
b	Combo box	1	0.5	EA	$3,000.00	$1,500.00	0	1	50%	$1,500.00	$1,500.00
c	Curb Inlet box	4	2	EA	$3,000.00	$6,000.00	0	4	50%	$6,000.00	$6,000.00
d	48" manhole w/collar	3	1.5	EA	$3,500.00	$5,250.00	0	3	50%	$5,250.00	$5,250.00
e	Trench back fill	791	395.5	TON	$10.00	$3,955.00	0	791	50%	$3,955.00	$3,955.00
f	Import pipe bedding	198	99	TON	$12.00	$1,188.00	0	198	50%	$1,188.00	$1,188.00
5	**MISC/SITE PREP**										
a	Street/Stop sign	1	1	EA	$1,200.00	$1,200.00	0	1	100%	$1,200.00	$1,200.00
b	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	50%	$1,500.00	$1,500.00
c	Mobilization	1	0.5	LS	$5,000.00	$2,500.00	0	1	50%	$2,500.00	$2,500.00
d	Clear & grub	180594	90297	SF	$0.05	$4,514.85	0	180594	50%	$4,514.85	$4,514.85
	TOTAL CONSTRUCTION COST					**$262,025.15**					
	Original 10% Bond Coverage					$42,398.61					
										Released this Period	$262,025.15
	TOTAL BOND AMOUNT:					**$304,423.76**					

Christopher T. Trusty P.E.
Engineering Director

10/26/2020
Date

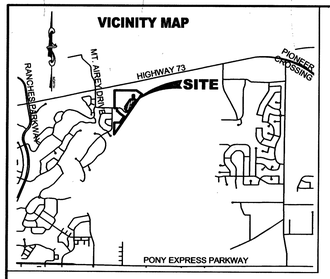
Marty Bahr
Eagle Mountain City Inspector

10/22/2020
Date

SCENIC MOUNTAIN

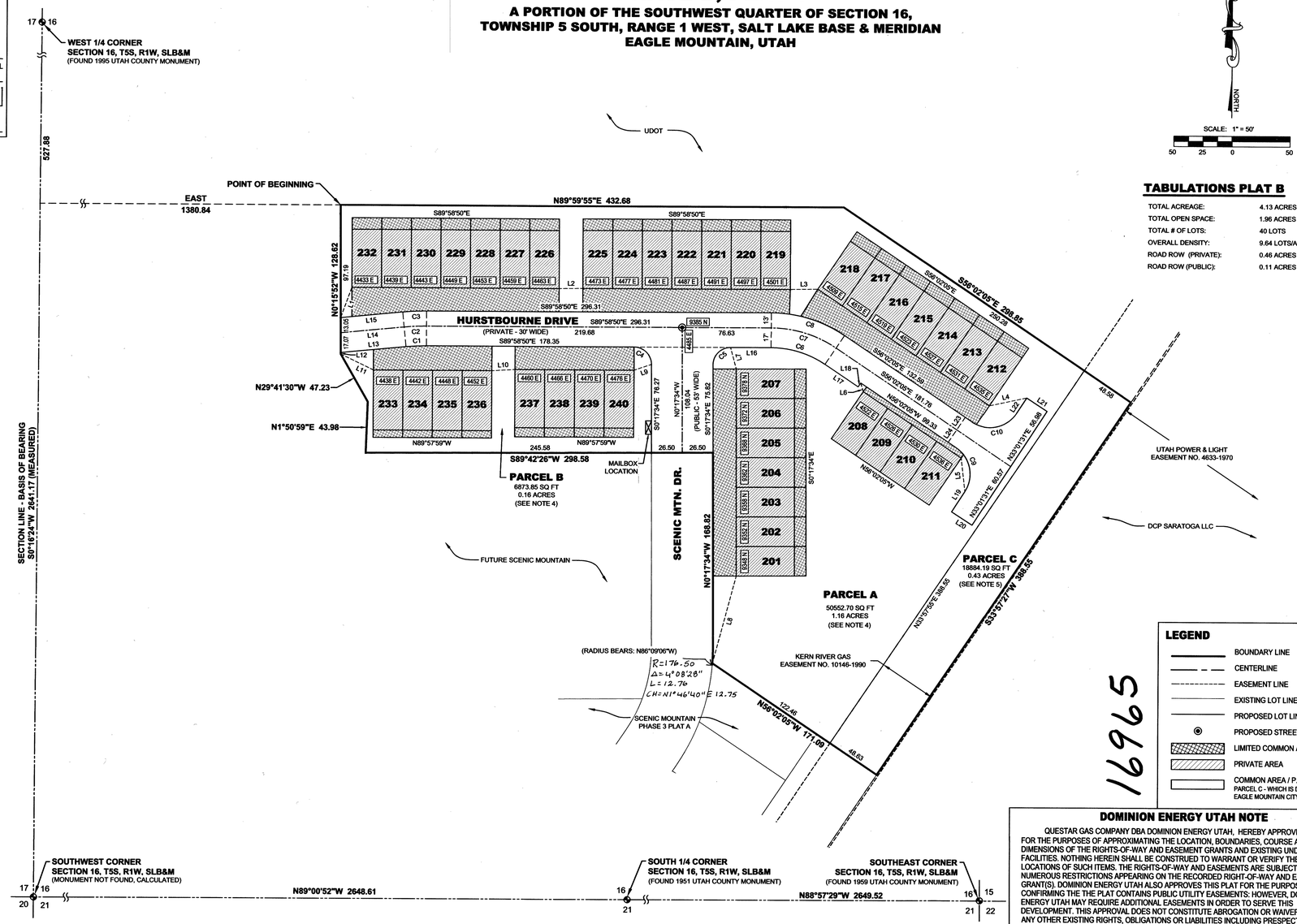
PHASE B, PLAT 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN EAGLE MOUNTAIN, UTAH



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N20°02'39"E	27.88
L2	S89°48'44"W	20.00
L3	S89°16'43"W	23.65
L4	S77°52'21"W	32.79
L5	N6°31'59"W	28.99
L6	S16°12'22"E	7.81
L7	S15°03'52"E	19.29
L8	S14°55'17"W	77.97
L9	N71°11'26"E	15.80
L10	N86°34'13"E	20.03
L11	S64°11'26"E	31.33
L12	N0°15'52"W	1.31
L13	N84°32'13"E	56.40
L14	N84°32'13"E	54.85
L15	N84°32'13"E	53.67
L16	N89°58'50"W	34.95
L17	N56°02'05"W	34.59
L18	S33°57'55"W	4.00
L19	N33°01'31"E	20.86
L20	N56°58'29"W	21.00
L21	S56°58'29"E	21.00
L22	N33°01'31"E	15.68
L23	N33°57'55"E	13.00
L24	N33°57'55"E	13.00

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	185.00	5°28'58"	17.70	N87°16'41"E 17.70
C2	202.00	5°28'58"	19.33	N87°16'41"E 19.32
C3	215.00	5°28'58"	20.57	N87°16'41"E 20.57
C4	15.00	89°41'16"	23.48	S45°08'12"E 21.16
C5	15.00	90°18'44"	23.64	S44°51'48"W 21.27
C6	83.00	33°56'45"	49.17	N73°00'27"W 48.46
C7	100.00	33°56'45"	59.25	S73°00'27"E 58.38
C8	113.00	33°56'45"	66.95	S73°00'27"E 65.97
C9	27.50	89°03'36"	42.75	N11°30'17"W 38.57
C10	27.50	90°56'26"	43.65	N78°29'43"E 39.21



TABULATIONS PLAT B

TOTAL ACREAGE:	4.13 ACRES
TOTAL OPEN SPACE:	1.96 ACRES
TOTAL # OF LOTS:	40 LOTS
OVERALL DENSITY:	9.64 LOTS/ACRE
ROAD ROW (PRIVATE):	0.46 ACRES
ROAD ROW (PUBLIC):	0.11 ACRES

LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINE
- PROPOSED STREET MONUMENT
- LIMITED COMMON AREA / P.U.E.
- PRIVATE AREA
- COMMON AREA / P.U.E. (LESS PARCEL C - WHICH IS DEDICATED TO EAGLE MOUNTAIN CITY)

16965

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°16'24"W ALONG THE SECTION LINE 527.88 FEET AND EAST 1380.84 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°59'55"E 432.68 FEET; THENCE S56°02'05"E 298.85 FEET; THENCE S33°57'27"W 388.55 FEET; THENCE N56°02'05"W 171.09 FEET; THENCE ALONG THE ARC OF A 176.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS N86°09'06"W) 12.76 FEET THROUGH A CENTRAL ANGLE OF 4°08'28" (CHORD: N1°46'40"E 12.75 FEET); THENCE N0°17'34"W 168.82 FEET; THENCE S89°42'26"W 298.58 FEET; THENCE N1°50'59"E 43.98 FEET; THENCE N29°41'30"W 47.23 FEET; THENCE N0°15'52"W 128.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.13 ACRES

2-12-2020
DATE

Ryan W. Hall
SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA & LIMITED COMMON AREA AS INDICATED HEREON, TO THE SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12896 SOUTH PONY EXPRESS ROAD, SUITE 400, DRAPER, UTAH 84020.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS FEBUARY DAY OF 13, A.D. 20 20

Jason Harris
FIELDSTONE SCENIC MTN LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THIS 13TH DAY OF February, A.D. 2020 PERSONALLY APPEARED BEFORE ME Jason Harris THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Asst. Secretary OF Fieldstone Scenic Mountain LLC, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Stephanie Talbot
NOTARY PUBLIC FULL NAME: Stephanie Talbot
COMMISSION NUMBER: 703024
MY COMMISSION EXPIRES: 10/24/22
A NOTARY PUBLIC COMMISSIONED IN UTAH

STEPHANIE TALBOT NOTARY PUBLIC STATE OF UTAH COMMISSION# 703024 COMM. EXP. 10-24-2022

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 20 DAY OF February, A.D. 2020

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

DOMINION ENERGY UTAH NOTE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATIONS OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THE THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS: HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESPECTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY OF UTAH

APPROVED THIS 13 DAY OF February 20 20
BY- Brandy Eldridge
TITLE- Pre-Con Specialist

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER — DATE 2/12/20

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.

DIRECT COMMUNICATIONS — DATE 2/13/20

PHASE B, PLAT 1

SCENIC MOUNTAIN

SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

ENT 215812020 Map # 16965
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Feb 21 8:36 am FEE 136.00 BY SM
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 50'

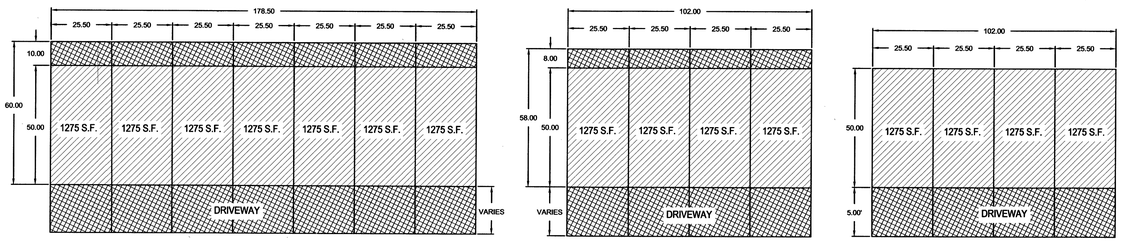
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH RYAN W. HALL No. 6310734 REGISTERED LAND SURVEYOR 2-12-20		LICENSED PROFESSIONAL ENGINEER No. 281052 CHRISTOPHER TODD TRUSTY 2-18-20 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

This form approved by Utah County and the municipalities therein.

NOTES:

1. ⊙ ... TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. PARCELS A, B & PRIVATE ROADWAYS ARE CONVEYED TO & MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION & TO BE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
5. PARCEL C /S DEDICATED TO EAGLE MOUNTAIN CITY & /T PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENT IN IT'S ENTIRETY
6. SEWER LIFT STATION TO BE MAINTAINED BY THE HOA.
7. GARAGES SHALL HAVE A 22' DRIVEWAY EXCEPT UNITS 208-211 TO BE 5' MINIMUM.
8. ALL COMMON AREA AND LIMITED COMMON AREA /T/E PUBLIC UTILITY AND DRAINAGE EASEMENT. AND PUBLIC UTILITY ACCESS.

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



BUILDING A
LOTS 201 THRU 207 & 212 THRU 232

BUILDING B
LOTS 233 THRU 240

BUILDING C
LOTS UNITS 208 THRU 211

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

Tuesday, October 27, 2020

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

SUBJECT: **Silverlake plat 27 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Silverlake plat 27 Bond
Reduced

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

1st Bond Release		
Reduced Bond Amount:	$	115,753.95
Previous Release Amount:	$	-
Amount to Release this Period:	$	90,953.80
Amount Remaining in Bond :	$	24,800.15

Bond Releases Summary		
#1	$	90,953.80
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	90,953.80

10/27/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDCUDE QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	Construction entrance	1	0.25	EA	$3,000.00	$750.00	0	1	75%	$750.00	$750.00
b	Silt fence	750	187.5	LF	$2.50	$468.75	0	750	75%	$468.75	$468.75
c	Curb inlet protection	3	0.75	EA	$300.00	$225.00	0	3	75%	$225.00	$225.00
2	**MOBILIZATION & EARTHWORK**										
a	Mobilization & traffic control	1	0.25	LS	$5,000.00	$1,250.00	0	1	75%	$1,250.00	$1,250.00
b	Clear & grub	120000	30000	SF	$0.05	$1,500.00	0	120000	75%	$1,500.00	$1,500.00
c	Site cut/fill	2500	625	CY	$3.50	$2,187.50	0	2500	75%	$2,187.50	$2,187.50
3	**ROADWAY IMPROVEMENTS**										
a	3" Asphalt Roadway	16600	16600	SF	$1.50	$24,900.00	0	16600	100%	$24,900.00	$24,900.00
b	6" road base	16600	16600	SF	$0.85	$14,110.00	0	16600	100%	$14,110.00	$14,110.00
c	9" subbase	1050	0	TON	$14.50	$0.00	0	1050	100%	$0.00	$0.00
d	5' sidewalk	5540	5540	SF	$4.50	$24,930.00	0	5540	100%	$24,930.00	$24,930.00
e	Sidewalk prep	5540	5540	SF	$0.90	$4,986.00	0	5540	100%	$4,986.00	$4,986.00
f	ADA ramps & placards	2	2	EA	$1,250.00	$2,500.00	0	2	100%	$2,500.00	$2,500.00
g	Rough grade	33850	16925	SF	$0.15	$2,538.75	0	33850	50%	$2,538.75	$2,538.75
h	30" curb & gutter prep.	1150	0	LF	$5.00	$0.00	0	1150	100%	$0.00	$0.00
i	30" curb & gutter APWA type D	1150	0	LF	$16.00	$0.00	0	1150	100%	$0.00	$0.00
j	Valve collars	4	4	EA	$400.00	$1,600.00	0	4	100%	$1,600.00	$1,600.00
k	Manhole collars	5	5	EA	$500.00	$2,500.00	0	5	100%	$2,500.00	$2,500.00
l	Street sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
m	Stop sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
4	**CULINARY WATER**										
a	8" C-900 water line	600	0	LF	$28.00	$0.00	0	600	100%	$0.00	$0.00
b	8" gate valve w/collar	3	0	EA	$1,950.00	$0.00	0	3	100%	$0.00	$0.00
c	8" tee	1	0	EA	$1,200.00	$0.00	0	1	100%	$0.00	$0.00
d	1" service	15	0	EA	$1,150.00	$0.00	0	15	100%	$0.00	$0.00
e	2" temp blow off	2	0	EA	$1,500.00	$0.00	0	2	100%	$0.00	$0.00
f	Connect to existing	2	0	EA	$1,500.00	$0.00	0	2	100%	$0.00	$0.00
g	Fire Hydrant	1	0	EA	$5,800.00	$0.00	0	1	100%	$0.00	$0.00
5	**SEWER**										
a	8" sewer main	90	18	LF	$32.00	$576.00	0	90	80%	$576.00	$576.00
b	Connect to existing	1	0.2	EA	$1,500.00	$300.00	0	1	80%	$300.00	$300.00
c	Sewer services	2	0.4	EA	$1,050.00	$420.00	0	2	80%	$420.00	$420.00
6	**STORM DRAIN**										
a	15" RCP storm drainpipe	547	54.7	LF	$44.00	$2,406.80	0	547	90%	$2,406.80	$2,406.80
b	60" Storm drain manholes	2	0.2	EA	$3,150.00	$630.00	0	2	90%	$630.00	$630.00
c	Curb inlet box	2	0.2	EA	$2,850.00	$570.00	0	2	90%	$570.00	$570.00
d	Combo box	1	0.1	EA	$4,850.00	$485.00	0	1	90%	$485.00	$485.00
e	Remove existing storm drain box	1	0.1	EA	$1,200.00	$120.00	0	1	90%	$120.00	$120.00
	TOTAL CONSTRUCTION COST					**$90,953.80**					
	Original 10% Bond Coverage					$24,800.15		Released this Period		$90,953.80	
	TOTAL BOND AMOUNT:					**$115,753.95**					

Christopher T. Trusty P.E.
Engineering Director

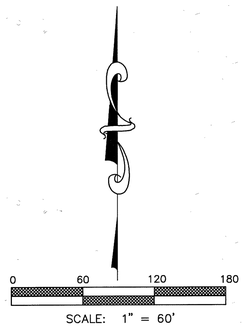
11/2/2020
Date

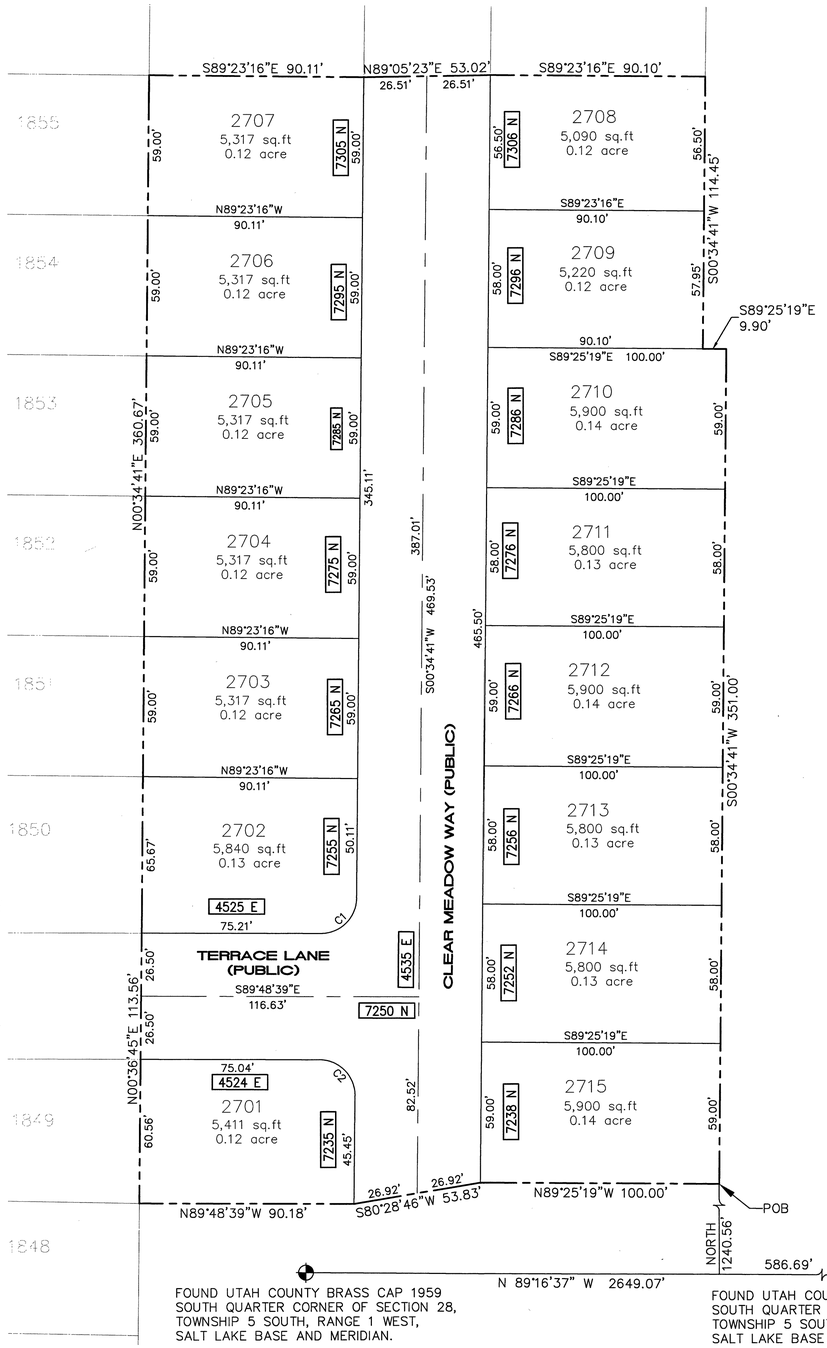
Robert Ballif
Engineering Tech. 1

10/27/2020
Date

SILVERLAKE PLAT "27"

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

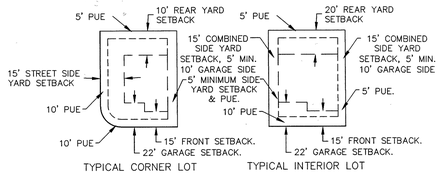




FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

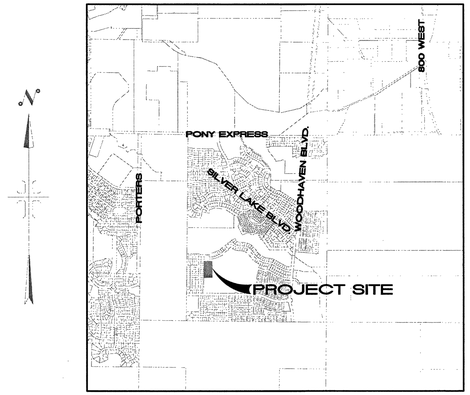
FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

LAND USE	
ACREAGE:	2.59 acres
ACREAGE IN LOTS:	1.91 acres
ACREAGE IN ROW:	0.68 acres
LOTS:	15
DENSITY:	5.79 LOTS PER ACRE



SETBACK AND EASEMENT DETAIL
-NTS-

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.46	15.00	89°36'40"	21.14	N45°23'01"E
C2	23.66	15.00	90°23'20"	21.29	N44°36'59"W



VICINITY MAP
NTS

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.

DIRECT COMMUNICATIONS — 2/28/2020 DATE

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.

QUESTAR GAS COMPANY APPROVAL

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's right-of-way department at 1-800-366-8532

Approved this 27 day of February 20 20 Quest Gas Company
By: Beverly Ellsworth Title: ReCon Spec

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

Mark Stoto — 2/26/2020
ROCKY MOUNTAIN POWER — DATE

17010

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 Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "27" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 586.69 feet along the section line and North 1240.56 feet from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°25'19" West 100.00 feet; thence South 80°28'46" West 53.83 feet; thence North 89°48'39" West 90.18 feet; thence North 00°36'45" East 113.56 feet; thence North 00°34'41" East 360.67 feet; thence South 89°23'16" East 90.11 feet; thence North 89°05'23" East 53.02 feet; thence South 89°23'16" East 90.10 feet; thence South 00°34'41" West 114.45 feet; thence South 89°25'19" East 9.90 feet; thence South 00°34'41" West 351.00 feet to the point of beginning.

2.59 acres

Basis of Bearing: the line between the South Quarter Corner and the Southwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°16'37" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

ENT 41563:2020 Map # 17010
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Mar 31 4:19 pm FEE 80.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

Feb 25, 2020 — DATE

Travis Trane — SURVEYOR (See Seal Below)

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

President, Rockgrass Development, Inc.
Nate Hutchinson 2/26/2020

ACKNOWLEDGEMENT

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

On the 26th day of February, 2020, 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 6/1/2021 — NOTARY PUBLIC SIGNATURE
695504 — COMMISSION NUMBER
Matt Rasband — PRINTED NAME OF NOTARY

MATT RASBAND
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695504
COMM. EXP. 06-11-2021

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 25 day of March 2020

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

PLAT "27"

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR — 2-25-20 — No. 5152741 — TRAVIS TRANE — STATE OF UTAH

NOTARY PUBLIC SEAL — MATT RASBAND NOTARY PUBLIC-STATE OF UTAH COMMISSION# 695504 COMM. EXP. 06-11-2021

CITY/COUNTY ENGINEER SEAL — CITY ENGINEER — APPROVED — 3-16-2020 — STATE OF UTAH

CLERK-RECORDED SEAL — EAGLE MOUNTAIN

29-5-1W-038 ST

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

Wednesday, October 14, 2020

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

SUBJECT: **Spring Run phase "D" plat 3 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Spring Run phase D plat 3

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

1st Bond Release		
Original Bond Amount:	$	988,468.44
Previous Release Amount:	$	-
Amount to Release this Period:	$	898,607.67
Amount Remaining in Bond :	$	89,860.77

Bond Releases Summary		
#1	$	898,607.67
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	898,607.67

10/14/2020

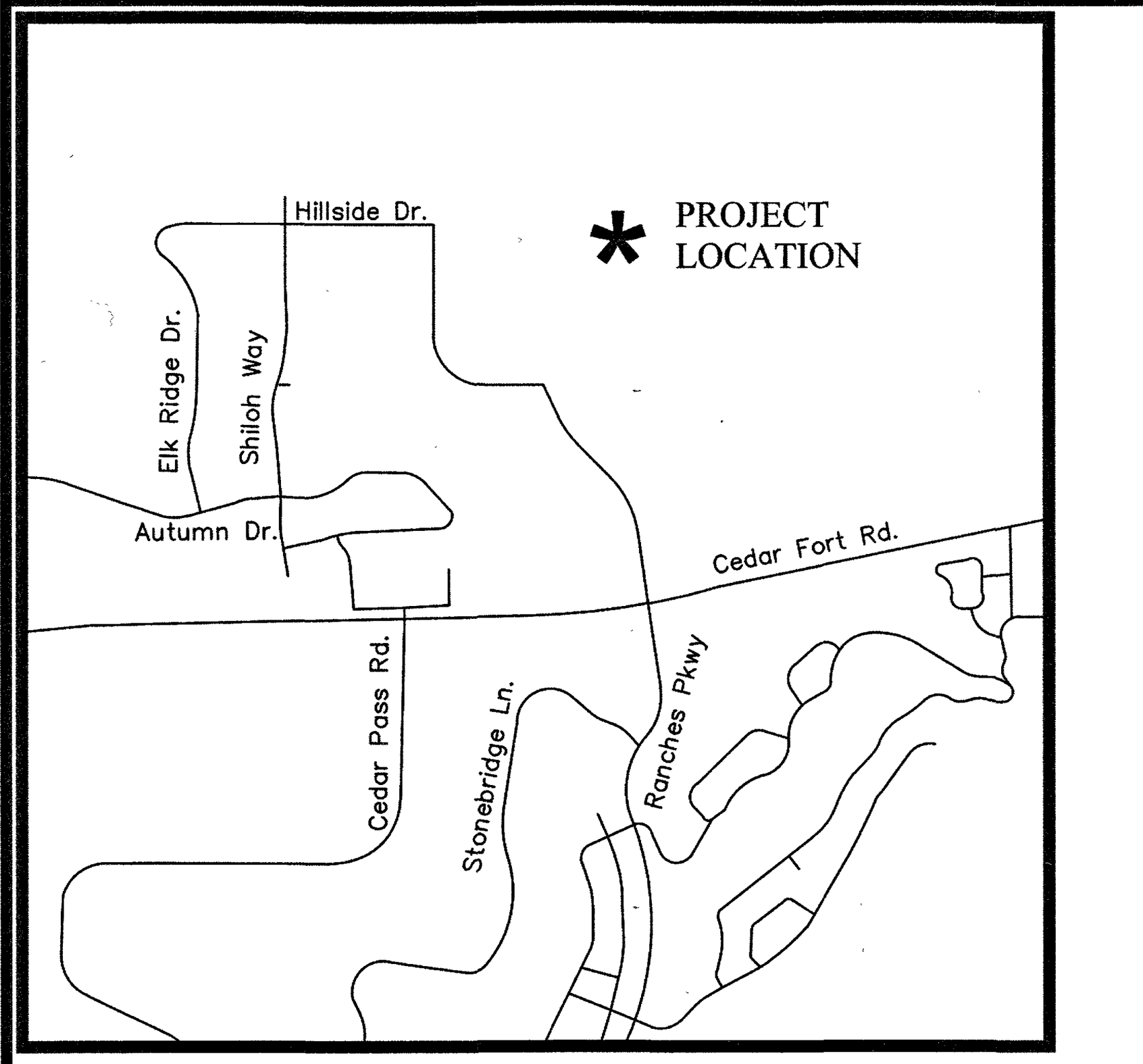
						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**									
a	3 inch Surface Course	79814	SF	$1.22	$97,373.08	0	79814	100%	$97,373.08	$97,373.08
b	6 inch Road base(also behind curb)	79814	SF	$0.84	$67,043.76	0	79814	100%	$67,043.76	$67,043.76
c	9 inch sub-base(e-fill)9behind curb)	79814	SF	$0.57	$45,493.98	0	79814	100%	$45,493.98	$45,493.98
d	30" curb & gutter	4718	LF	$18.80	$88,698.40	0	4718	100%	$88,698.40	$88,698.40
e	Sidewalk	25496	SF	$4.00	$101,984.00	0	25496	100%	$101,984.00	$101,984.00
f	Street sign	4	EA	$500.00	$2,000.00	0	4	100%	$2,000.00	$2,000.00
g	Stop sign	5	EA	$500.00	$2,500.00	0	5	100%	$2,500.00	$2,500.00
h	ADA ramp	12	EA	$443.00	$5,316.00	0	12	100%	$5,316.00	$5,316.00
i	Asphalt trail w/prep	3065	SF	$4.15	$12,719.75	0	3065	100%	$12,719.75	$12,719.75
2	**CULINARY WATER**									
a	8" culinary water c-900	1753	LF	$35.30	$61,880.90	0	1753	100%	$61,880.90	$61,880.90
b	12" culinary water c-900	443	LF	$43.70	$19,359.10	0	443	100%	$19,359.10	$19,359.10
c	8" gate valve	17	EA	$2,011.00	$34,187.00	0	17	100%	$34,187.00	$34,187.00
d	2" blow off	2	EA	$1,483.00	$2,966.00	0	2	100%	$2,966.00	$2,966.00
e	Fire Hydrant	4	EA	$5,847.00	$23,388.00	0	4	100%	$23,388.00	$23,388.00
f	3/4 inch water service	27	EA	$1,192.00	$32,184.00	0	27	100%	$32,184.00	$32,184.00
g	Connect to existing	3	EA	$5,518.00	$16,554.00	0	3	100%	$16,554.00	$16,554.00
3	**STORM DRAIN**									
a	12" ADS	534	LF	$33.00	$17,622.00	0	534	100%	$17,622.00	$17,622.00
b	15" RCP	853	LF	$37.60	$32,072.80	0	853	100%	$32,072.80	$32,072.80
c	18" RCP	631	LF	$44.90	$28,331.90	0	631	100%	$28,331.90	$28,331.90
d	21" RCP	122	LF	$78.00	$9,516.00	0	122	100%	$9,516.00	$9,516.00
e	Flared end section	1	EA	$3,215.00	$3,215.00	0	1	100%	$3,215.00	$3,215.00
f	Double inlet	1	EA	$3,525.00	$3,525.00	0	1	100%	$3,525.00	$3,525.00
g	Double inlet Combo box	1	EA	$7,035.00	$7,035.00	0	1	100%	$7,035.00	$7,035.00
h	Curb inlet	5	EA	$2,645.00	$13,225.00	0	5	100%	$13,225.00	$13,225.00
i	Combo box	6	EA	$5,085.00	$30,510.00	0	6	100%	$30,510.00	$30,510.00
j	2x2 yard drain	5	EA	$1,362.00	$6,810.00	0	5	100%	$6,810.00	$6,810.00
k	5' manhole	7	EA	$3,340.00	$23,380.00	0	7	100%	$23,380.00	$23,380.00
4	**SEWER**									
a	8" Sewer pipe	2706	LF	$20.50	$55,473.00	0	2706	100%	$55,473.00	$55,473.00
b	4' Sewer manhole	11	EA	$825.00	$9,075.00	0	11	100%	$9,075.00	$9,075.00
c	5' sewer manhole	5	EA	$2,560.00	$12,800.00	0	5	100%	$12,800.00	$12,800.00
d	Core existing manhole	1	EA	$887.00	$887.00	0	1	100%	$887.00	$887.00
e	4" service	27	EA	$1,166.00	$31,482.00	0	27	100%	$31,482.00	$31,482.00
	TOTAL CONSTRUCTION COST				**$898,607.67**					
	10% Bond Coverage				$89,860.77					
								Released this Period	$898,607.67	
	TOTAL BOND AMOUNT:				**$988,468.44**					

Christopher T. Trusty P.E.
Engineering Director

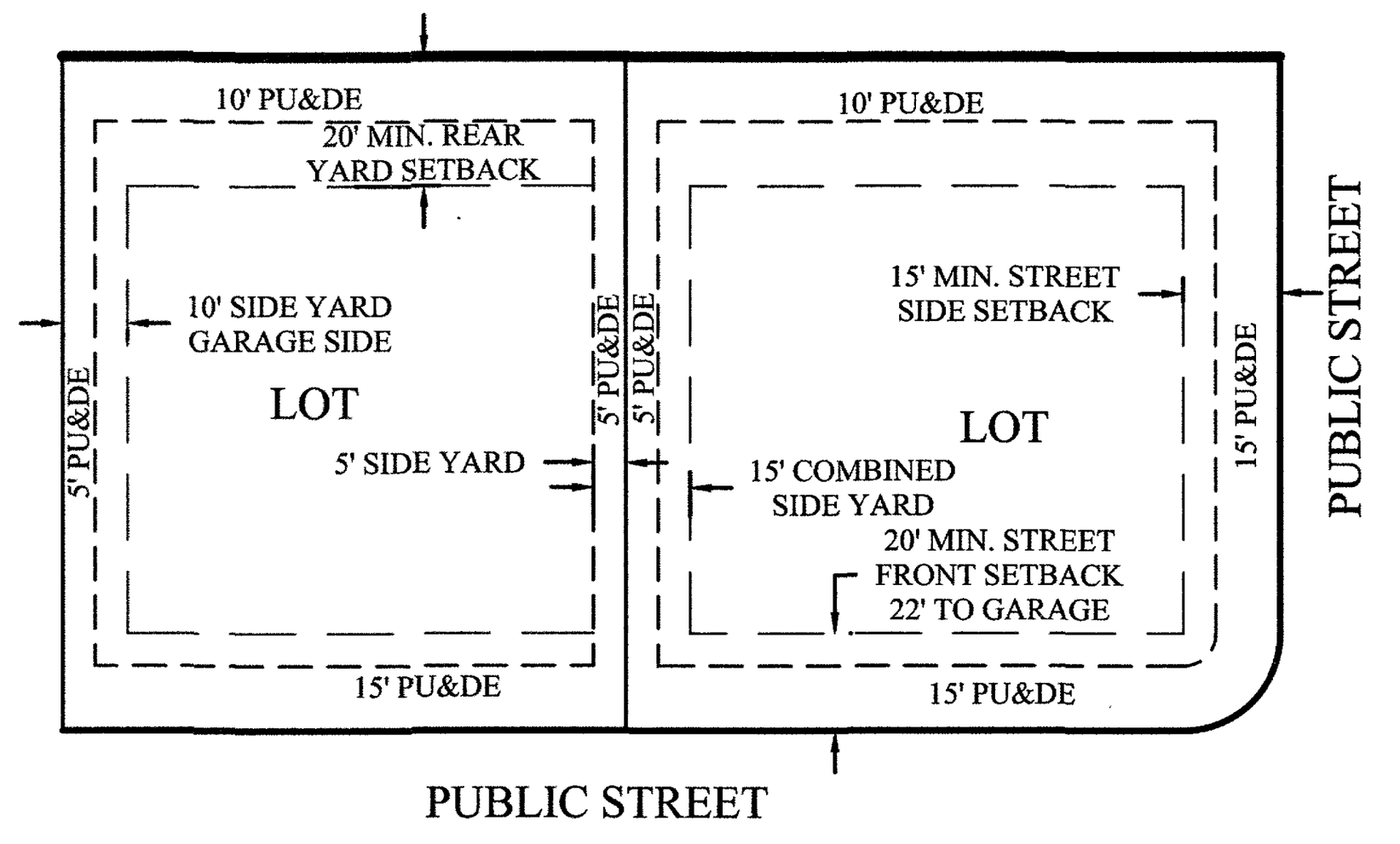
Date

Robert Ballif
Engineering Tech. 1

10/14/2020
Date



VICINITY MAP
N.T.S



TYPICAL BUILDING SETBACKS
N.T.S.

NOTES:

1. STREET MONUMENT TO BE SET
2. #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
3. P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
4. PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY
5. LANDSCAPING WITHIN THE 25' SEWER AND DRAINAGE EASEMENT ON LOT 319 SHALL MAINTAIN A DEPRESSION TO ALLOW FOR STORM DRAIN RUNOFF CONVEYANCE TO SPRING MOUNTAIN DRIVE.

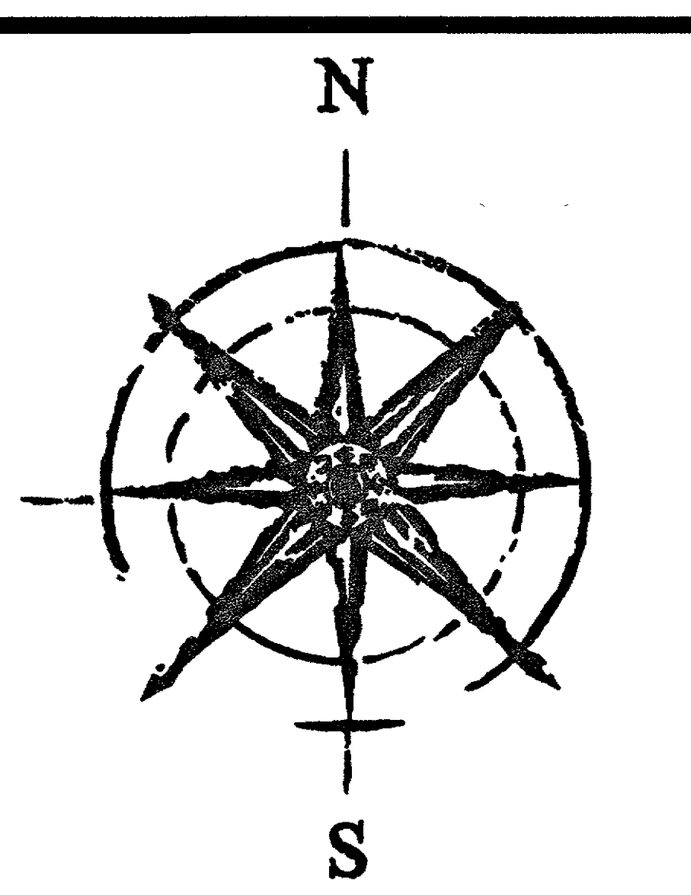
SITE TABULATIONS

- TOTAL # OF LOTS: 27 LOTS
- TOTAL ACREAGE: 10.33 ACRES
- TOTAL ACREAGE IN LOTS: 6.53 ACRES
- TOTAL OPEN SPACE: 0.51 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
- TOTAL ACREAGE IN ROW: 3.29 ACRES
- AVERAGE LOT SIZE: 0.24 ACRES OR 10.454 SQFT.
- LARGEST LOT SIZE: 0.45 ACRES
- SMALLEST LOT SIZE: 0.18 ACRES
- OVERALL DENSITY: 4.13 UNITS/ACRE

SPRING RUN PHASE D

PLAT 3

LOCATED IN THE NW1/4 OF SECTION 17, T5S, R1W,
SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

Line Table

LINE	DIRECTION	LENGTH
L1	N00°48'01"E	22.88
L2	S48°03'52"E	41.95
L3	N48°03'52"W	61.25
L4	S22°03'29"E	50.00
L5	S75°33'24"W	50.00

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Salt Lake

ON THE 24th DAY OF June, 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, Ralph B. Johnson THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

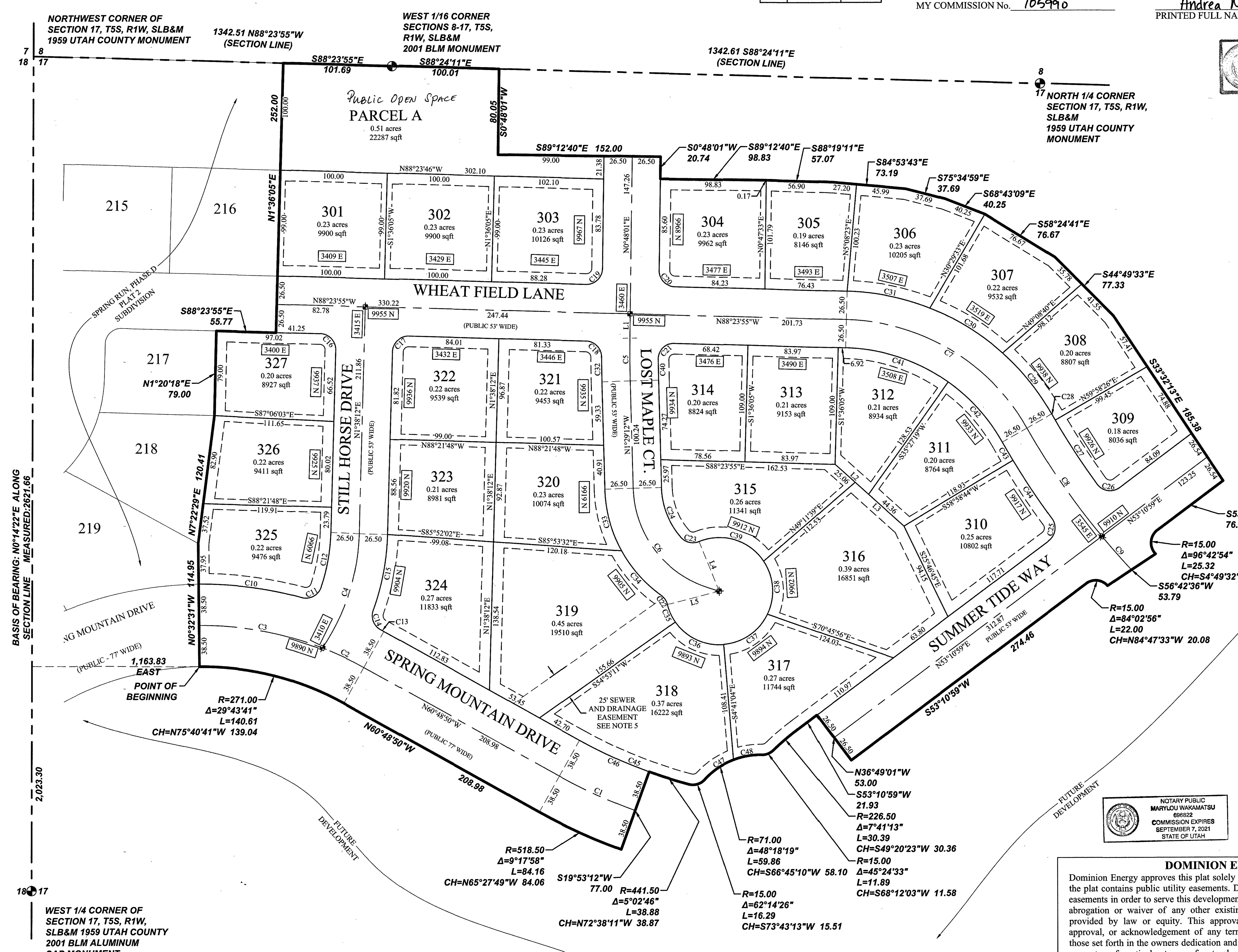
MY COMMISSION EXPIRES: 6-5-2023 Andrea Nelson
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 705990 Andrea Nelson
PRINTED FULL NAME OF NOTARY

ANDREA NELSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705990
COMM. EXP. 06-05-2023

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	480.00	9°17'58"	77.91	S65°27'49"E	77.82
C2	309.50	7°54'48"	42.75	N64°46'14"W	42.71
C3	309.50	21°48'53"	117.84	N79°38'04"W	117.13
C4	200.00	32°35'06"	113.74	N17°55'45"E	112.22
C5	1000.00	2°17'13"	39.91	S00°20'35"E	39.91
C6	100.00	71°07'08"	124.13	S37°02'46"E	116.31
C7	200.00	58°57'02"	205.78	N58°55'24"W	196.82
C8	691.00	10°13'35"	123.33	S34°33'40"E	123.17
C9	691.00	3°27'39"	41.74	S41°24'17"E	41.73
C10	348.00	16°02'03"	97.39	N82°31'30"W	97.07
C11	15.00	86°41'31"	22.70	N62°08'47"E	20.59
C12	173.50	17°09'49"	51.97	N10°13'07"E	51.78
C13	348.00	0°33'02"	3.34	N61°05'21"W	3.34
C14	15.00	81°17'13"	21.28	S20°43'15"E	19.54
C15	226.50	18°17'10"	72.29	N10°46'47"E	71.98
C16	15.00	90°02'07"	23.57	N43°22'52"W	21.22
C17	15.00	89°57'53"	23.55	S46°37'08"W	21.21
C18	15.00	88°12'21"	23.09	N44°17'44"W	20.88
C19	15.00	90°48'04"	23.77	N46°12'03"E	21.36
C20	15.00	89°11'56"	23.35	S43°47'57"E	21.06
C21	15.00	91°56'58"	24.07	S45°37'36"W	21.57
C22	15.00	39°47'29"	10.42	N34°20'21"W	10.21
C23	15.00	71°04'56"	18.61	S76°31'01"E	17.44
C24	73.50	39°29'21"	50.66	S21°13'52"E	49.66
C25	15.00	89°26'54"	23.42	N08°27'32"E	21.11
C26	15.00	90°37'20"	23.72	S81°30'21"E	21.33
C27	664.50	6°10'07"	71.54	S33°06'37"E	71.51
C28	664.50	0°34'41"	6.71	S29°44'14"E	6.71
C29	226.50	18°35'32"	73.50	S38°44'39"E	73.18
C30	226.50	20°19'09"	80.32	S58°11'59"E	79.90
C31	226.50	20°02'21"	79.22	S78°22'44"E	78.82
C32	1026.50	1°17'38"	23.18	N00°50'23"W	23.18
C33	126.50	27°19'15"	60.32	N15°08'49"W	59.75
C34	126.50	25°25'38"	56.14	N41°31'16"W	55.68
C35	50.00	20°40'13"	18.04	N24°46'43"W	17.94
C36	50.00	59°34'15"	51.99	N64°53'56"W	49.68
C37	50.00	59°34'15"	51.99	S55°31'49"W	49.68
C38	50.00	59°34'13"	51.98	S04°02'25"E	49.67
C39	50.00	78°13'58"	68.27	S72°56'30"E	63.09
C40	973.50	1°08'18"	19.34	S00°55'03"E	19.34
C41	173.50	33°51'14"	102.51	N71°28'18"W	101.03
C42	173.50	25°05'48"	76.00	N41°59'47"W	75.39
C43	717.50	1°34'23"	19.70	N30°14'04"W	19.70
C44	717.50	5°14'39"	65.67	N33°38'35"W	65.65
C45	441.50	14°20'44"	110.54	S67°59'12"E	110.25
C46	441.50	9°17'58"	71.66	S65°27'49"E	71.58
C47	71.00	26°22'45"	32.69	N55°47'23"E	32.40
C48	71.00	21°55'34"	27.17	N79°56'32"E	27.01



17335

SURVEYOR'S CERTIFICATE

I, Spencer Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

[signature] 06/15/2020
Spencer Llewelyn Date
Professional Land Surveyor
Certificate No. 10516507

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base & Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°14'22"E along the Section line 2,023.30 feet and East 1,163.83 feet from the West ¼ Corner of Section 17, T5S, R1W, S.L.B.& M.; thence N00°32'31"W 114.95 feet; thence N07°22'29"E 120.41 feet; thence N01°20'18"E 79.00 feet; thence S88°23'55"E 55.77 feet; thence N01°36'05"E 252.00 feet to the Section line; thence S88°23'55"E along the Section line 101.69 feet to a 2001 BLM 1/16th Corner Monument; thence S88°24'11"E along the Section line 100.01 feet; thence S00°48'01"W 80.05 feet; thence S89°12'40"E 152.00 feet; thence S00°48'01"W 20.74 feet; thence S89°12'40"E 98.83 feet; thence S88°19'11"E 57.07 feet; thence S84°53'43"E 73.19 feet; thence S75°34'59"E 37.69 feet; thence S68°43'09"E 40.25 feet; thence S58°24'41"E 76.67 feet; thence S44°49'33"E 77.33 feet; thence S33°32'13"E 185.38 feet; thence S53°10'59"W 76.64 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 25.32 feet through a central angle of 96°42'54" Chord: S04°49'32"W 22.42 feet; thence S56°42'36"W 53.79 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S47°13'55"W) a distance of 22.00 feet through a central angle of 84°02'56" Chord: N84°47'33"W 20.08 feet; thence S53°10'59"W 274.46 feet; thence N36°49'01"W 53.00 feet; thence S53°10'59"W 21.93 feet; thence along the arc of a curve to the left with a radius of 226.50 feet a distance of 30.39 feet through a central angle of 07°41'13" Chord: S49°20'23"W 30.36 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00 feet a distance of 11.89 feet through a central angle of 45°24'33" Chord: S68°12'03"W 11.58 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 71.00 feet a distance of 59.86 feet through a central angle of 48°18'19" Chord: S66°45'10"W 58.10 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00 feet a distance of 16.29 feet through a central angle of 62°14'26" Chord: S73°43'13"W 15.51 feet to a point of compound curvature; thence along the arc of a curve to the right with a radius of 441.50 feet a distance of 38.88 feet through a central angle of 05°02'46" Chord: N72°38'11"W 38.87 feet; thence S19°53'12"W 77.00 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 518.50 feet (radius bears: N19°53'12"E) a distance of 84.16 feet through a central angle of 09°17'58" Chord: N65°27'49"W 84.06 feet; thence N60°48'50"W 208.98 feet; thence along the arc of a curve to the left with a radius of 271.00 feet a distance of 140.61 feet through a central angle of 29°43'41" Chord: N75°40'41"W 139.04 feet to the point of beginning.

Contains: 10.33 acres+/-

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER	AUTHORIZED SIGNATURE(S) 6/24/2020
Ralph B. Johnson	Ralph B. Johnson
JAMES F. ALLRED	BY [signature] TWO A, LLC
John D. Hadfield	BY [signature] JDVI LLC 7/8/2020

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH [illegible]
S.S.
COUNTY OF Salt Lake

ON THE 24th DAY OF June A.D. 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, James F. Allred, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Two A, LLC L.L.C., A UTAH L.L.C. AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 6-5-2023 Andrea Nelson
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 705990 Andrea Nelson
PRINTED FULL NAME OF NOTARY

ANDREA NELSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705990
COMM. EXP. 06-05-2023

ENT 164459:2020 Map # 17335
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 21 10:42 am FEE 106.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 8 DAY OF July A.D. 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, John D. Hadfield, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Managing Member OF JD VI L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: Sept. 7th, 2021 Marylou Wakamatsu
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 696822 MaryLou Wakamatsu
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 17 DAY OF September, 20 20

[signature] APPROVED BY MAYOR — [signature] APPROVED BY CITY ATTORNEY

[signature] APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — [signature] ATTEST BY CITY RECORDER (SEE SEAL BELOW)

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 abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 28 day of June, 20 20 Dominion Energy

By Beverly Eldredge
Title Pre-Con

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Nathan Simonin 6-29-20
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS

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

[signature] 6/29/2020
DIRECT COMMUNICATIONS DATE

SPRING RUN PHASE D
PLAT 3
SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 17, T5S, R1W
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 06/15/20 STATE OF UTAH		LICENSED PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 7-15-20 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

2018\18-377 Spring Run Phase D2\design 18-377\dwg\sheets\SPRING RUN D2 FINAL PLAT.dwg

JT SEC17,T5S,R1W TV-038

EAGLE MOUNTAIN

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

Thursday, November 5, 2020

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

SUBJECT: **Brandon Park phase "A" plat 2 out of warranty Bond Release**

City Recorder:

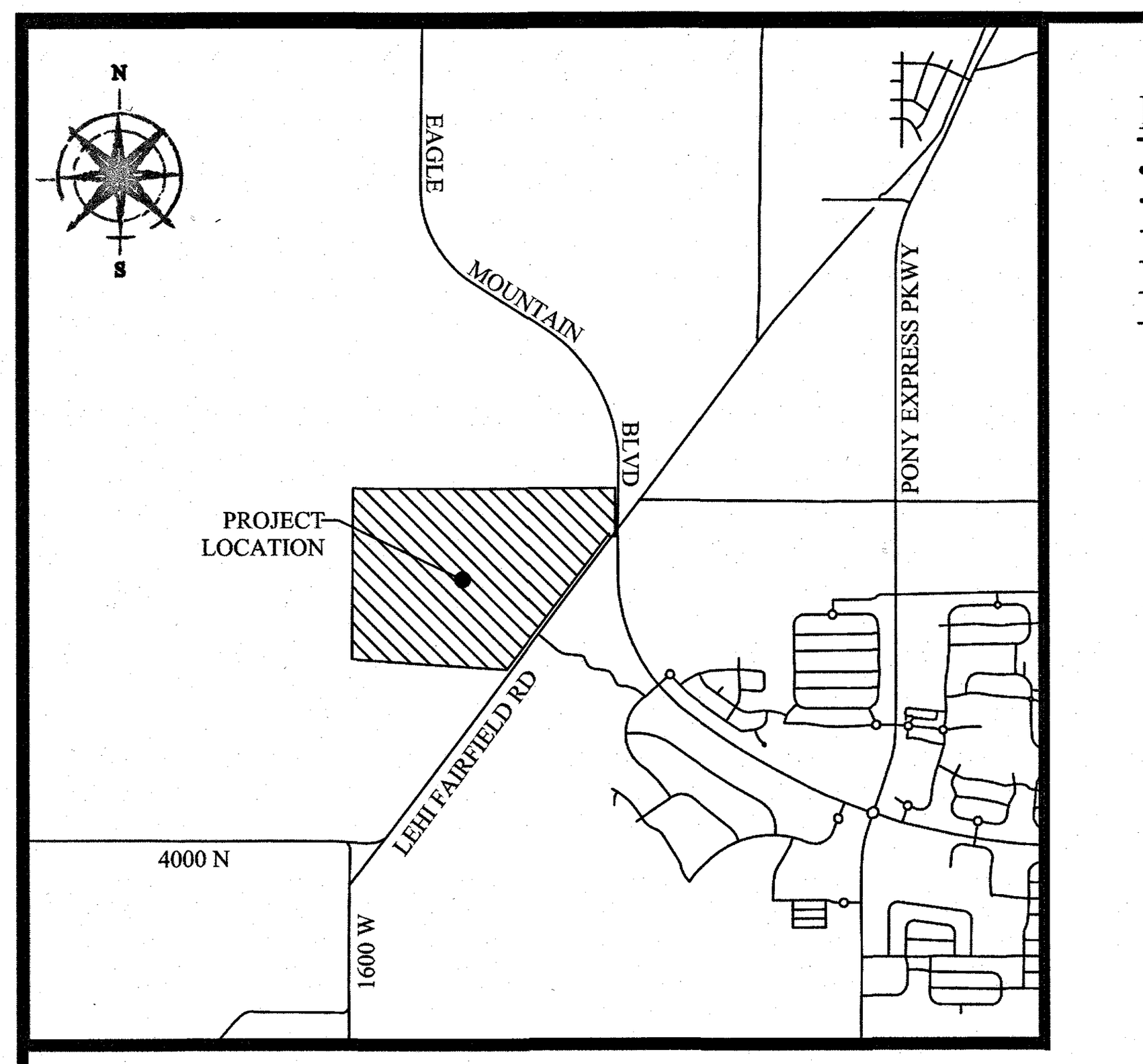
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)

NOTES

1. PARCEL A, B & C ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
2. #5 REBAR AND CAP SET AT ALL REAR LOT CORNERS. NAIL OR PLUG SET IN CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING THE FRONT LOT CORNER.

SITE TABULATIONS

- TOTAL # OF LOTS: 49 LOTS
- TOTAL ACREAGE: 16.77 ACRES
- TOTAL ACREAGE IN LOTS: 11.14 ACRES
- TOTAL ROAD ACREAGE (ASPHALT) 2.16 ACRES
- TOTAL OPEN SPACE: 1.73 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
- TOTAL ACREAGE IN ROW: 3.90 ACRES
- AVERAGE LOT SIZE: 0.23 ACRES OR 9,903 SQFT.
- LARGEST LOT SIZE: 0.30 ACRES OR 12,979 SQFT.
- SMALLEST LOT SIZE: 0.18 ACRES OR 8,000 SQFT.
- OVERALL DENSITY: 2.92 UNITS/ACRE

Line Table

LINE	DIRECTION	LENGTH
L1	S86°00'18"E	19.39
L2	N53°01'33"W	100.00
L3	N53°01'33"W	100.00
L4	S53°01'33"E	100.00
L5	S53°01'33"E	100.00
L6	N53°01'33"W	100.00
L7	N53°01'33"W	100.00
L8	N36°58'28"E	15.00
L9	N36°58'28"E	15.00
L10	N36°58'28"E	15.00
L11	N52°59'18"W	43.99
L12	N36°58'28"E	20.00
L13	N36°58'27"E	15.00
L14	N36°58'27"E	20.00

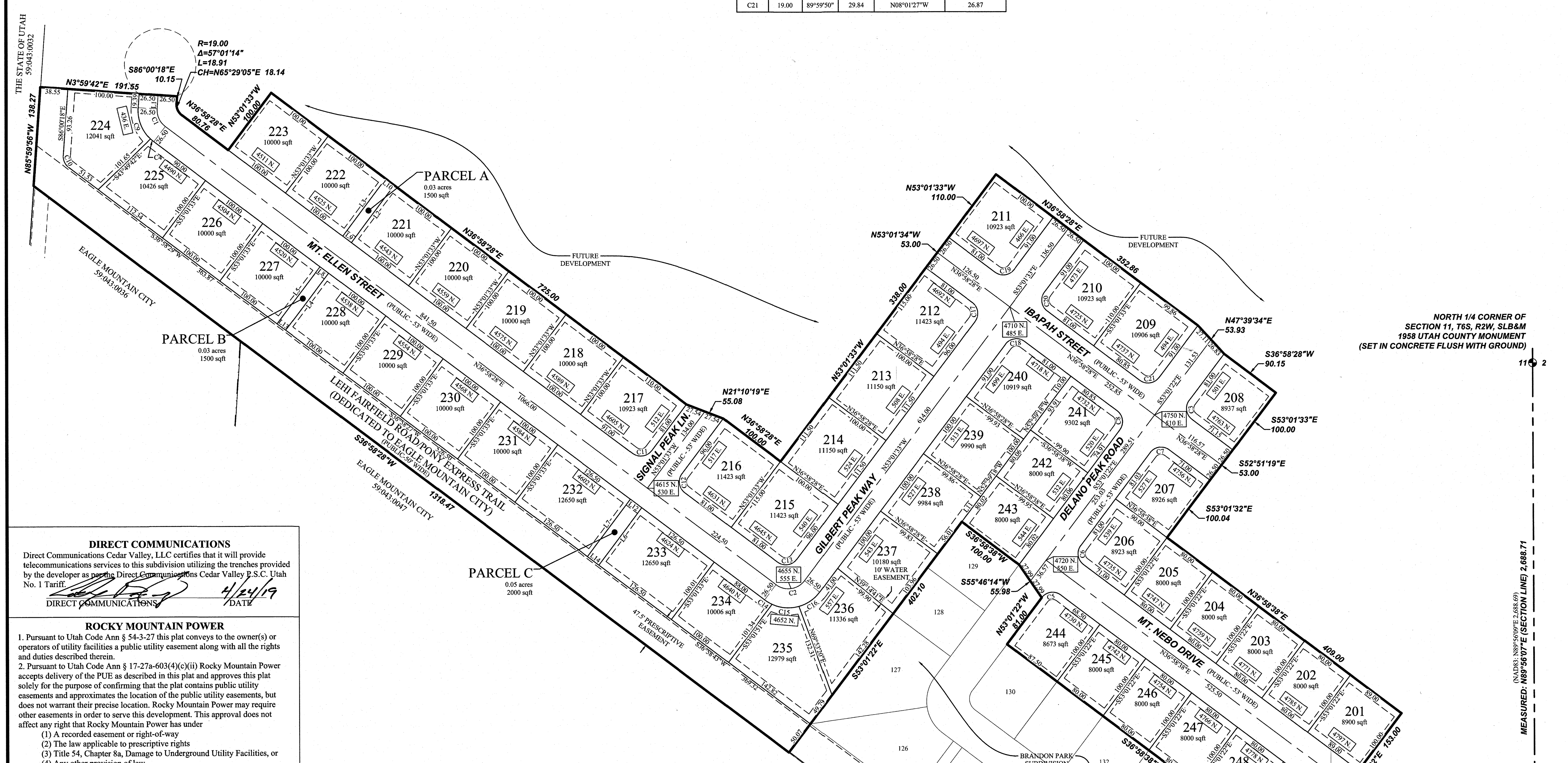
Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	28.50	57°01'14"	28.36	N65°29'05"E	27.21
C2	28.50	90°00'01"	44.77	N08°01'33"W	40.31
C3	19.00	90°00'10"	29.85	N81°58'33"E	26.87
C4	55.00	6°21'56"	6.11	S40°09'26"W	6.11
C5	19.00	90°00'01"	29.85	S08°01'22"E	26.87
C6	19.00	89°59'59"	29.85	N81°58'38"E	26.87
C7	19.00	89°59'50"	29.84	S08°01'27"E	26.87
C8	19.00	90°00'10"	29.85	S81°58'33"W	26.87
C9	55.00	50°39'18"	48.63	S68°40'03"W	47.06
C10	19.00	57°01'13"	18.91	N65°29'06"E	18.14
C11	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C12	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C13	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C14	55.00	12°35'35"	12.09	S30°40'40"W	12.06
C15	55.00	40°05'33"	38.49	S04°20'06"W	37.71
C16	55.00	37°18'52"	35.82	S34°22'07"E	35.19
C17	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C18	19.00	90°00'01"	29.85	S08°01'33"E	26.87
C19	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C20	19.00	89°59'59"	29.85	N81°58'27"E	26.87
C21	19.00	89°59'50"	29.84	N08°01'27"W	26.87

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



NORTH 1/4 CORNER OF SECTION 11, T6S, R2W, SLB&M 1958 UTAH COUNTY MONUMENT (SET IN CONCRETE FLUSH WITH GROUND)

MEASURED: N89°56'07"E (SECTION LINE) 2,688.71 (NAD83: N89°56'09"E 2,688.69)

EAST 1/4 CORNER OF SECTION 11, T6S, R2W, SLB&M 2013 UTAH COUNTY MONUMENT (SET ON PIPE FLUSH WITH SIDEWALK)

NORTHEAST CORNER OF SECTION 11, T6S, R2W, SLB&M 1958 UTAH COUNTY MONUMENT (SET IN CONCRETE 1" ABOVE GROUND)

WEST 1,960.83

1,064.94

BASIS OF BEARING: S2°17'12"W (SECTION LINE) MEASURED: 3,012.93
(NAD83: S2°17'12"W 3,012.93)

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 4/24/19 DATE

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER 4/23/19 DATE

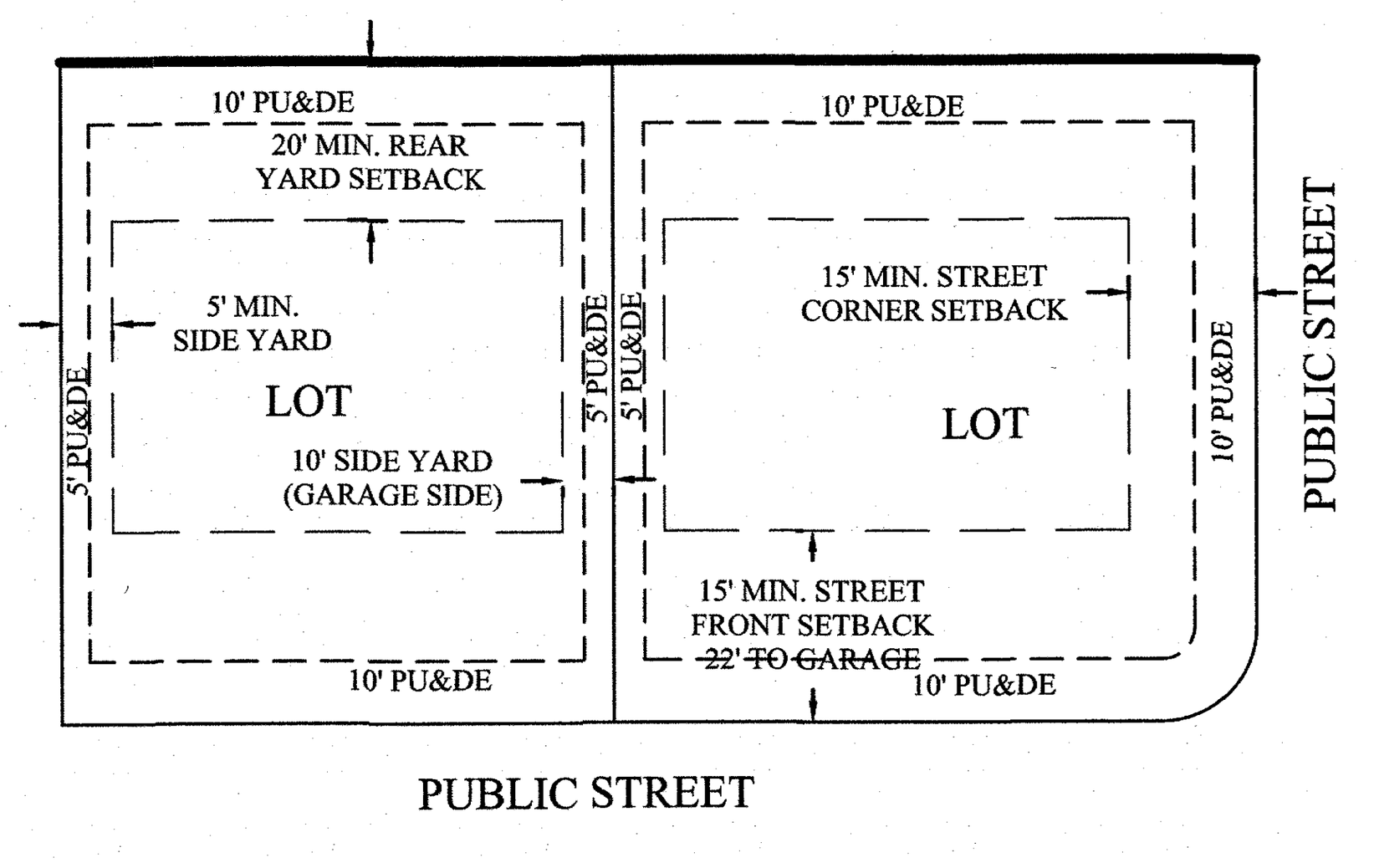
DOMINION ENERGY COMPANY

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 abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 18 day of April, 2019. Dominion Energy Company

By ____

Title gas account SVR rep



TYPICAL BUILDING SETBACKS
N.T.S.

16556

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

Date 4/17/19

BOUNDARY DESCRIPTION

Located in the NW1/4 & NE1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:

Beginning at a point located S02°17'12"W along the Section line 1,064.94 feet and West 1,960.83 feet from the Northeast Corner of Section 11, T6S, R2W, SLB&M; thence S36°58'38"W 487.50 feet; thence N53°01'22"W 81.00 feet; thence S55°46'14"W 55.98 feet; thence S36°58'38"W 100.00 feet; thence S53°01'22"E 402.10 feet to the Easterly line of that Real Property described in Deed Entry No. 4669:2002 of the Official Records of Utah County; thence S36°58'28"W along said deed 1,318.47 feet to the 1/4 Section line; thence N85°59'56"W along said 1/4 Section line 138.27 feet; thence N03°59'42"E 191.55 feet; thence S86°00'18"E 10.15 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 18.91 feet through a central angle of 57°01'14" Chord: N65°29'05"E 18.14 feet; thence N36°58'28"E 80.76 feet; thence N53°01'33"W 100.00 feet; thence N36°58'28"E 725.00 feet; thence N21°10'19"E 55.08 feet; thence N36°58'28"E 100.00 feet; thence N53°01'33"W 338.00 feet; thence N53°01'34"W 53.00 feet; thence N53°01'33"W 110.00 feet; thence N36°58'28"E 352.86 feet; thence N47°39'34"E 53.93 feet; thence N36°58'28"E 90.15 feet; thence S53°01'33"E 100.00 feet; thence S52°51'19"E 53.00 feet; thence S53°01'32"E 100.04 feet; thence N36°58'38"E 409.00 feet; thence S53°01'22"E 153.00 feet; thence S36°58'38"W 11.50 feet; thence S53°01'22"E 100.00 feet to the point of beginning.

Contains: 16.77 acres+/-

ENT 42789:2019 Map # 16556
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 May 14 4:42 pm FEE 154.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER: Steve Maddox, Edge Homes Utah, LLC

AUTHORIZED SIGNATURE(S)

LIMITED LIABILITY ACKNOWLEDGMENT

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695954
COMM. EXP. 07-10-2021

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 18 DAY OF April A.D. 2019 PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Steve Maddox, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7/10/2021

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 695954

Shelley Mae King
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 14 DAY OF May, 2019.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW)

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

BRANDON PARK

PHASE A, PLAT 2
SUBDIVISION
LOCATED IN THE NW1/4 & NE1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 4/17/19 STATE OF UTAH		PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 5-2-19 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

Z:_2017\17-384 Brandon Park\design 17-384\dwg\sheets\Phase 2\C2.0 Final Plat P2.dwg

EC. 11-6-2W TV-038

EAGLE MOUNTAIN

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

Wednesday, October 21, 2020

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

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

City Recorder:

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

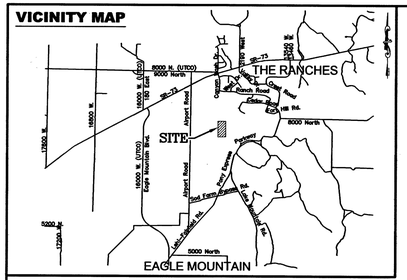
Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

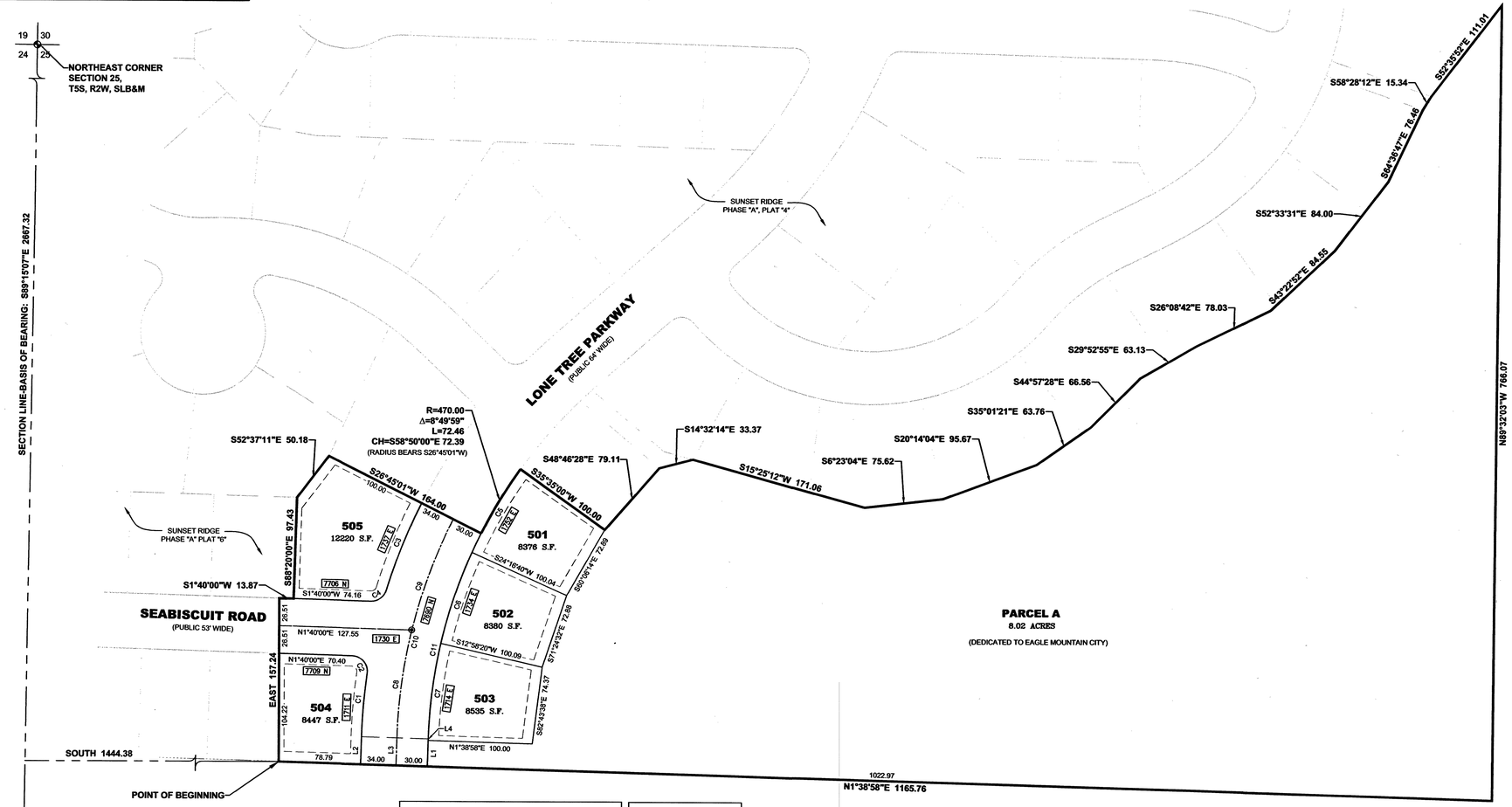
Cc: Fionnuala Kofoed, City Recorder

SUNSET RIDGE - PHASE A PLAT 5

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

VICINITY MAP





CURVE TABLE

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

LINE TABLE

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

TABULATIONS

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

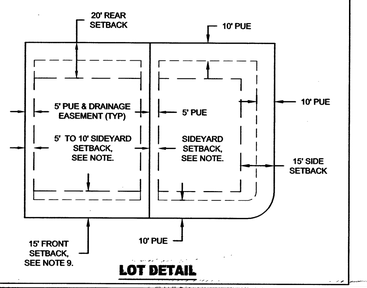
NOTES

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

16486

***SIDEYARD SETBACK NOTE:**

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



LOT DETAIL

DIRECT COMMUNICATIONS APPROVAL

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

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

DOMINION ENERGY APPROVAL

DOMINION ENERGY APPROVES THE PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY.THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS 14 DAY OF Feb. 2019

DOMINION ENERGY GAS COMPANY

BY- Steven Schell

TITLE- Gas account support Rep

ROCKY MOUNTAIN POWER APPROVAL

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

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

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

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

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

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

CONTAINS: ±9.55 ACRES

FEB 12, 2019
DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

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

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

Todd Awmiller

Century Communities of Utah, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

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

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

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

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City, UTAH, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13th DAY OF March, A.D. 2019.

Tom Westmoreland
APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED Christopher T Trusty
ENGINEER
(See Seal Below)

ATTEST
CLERK-RECORDER
(See Seal Below)

PHASE A PLAT "5"

SUNSET RIDGE

SUBDIVISION

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

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

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

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

SEC. 25-5S-2W T. 03F

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

October 20, 2020, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Kimberly Ruesch, Finance Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Angela Valenzuela, Human Resource Manager.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 54-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. DISCUSSION – Update from the Alpine School District with Rob Smith

Assistant Superintendent Rob Smith introduced the One Community, One Vision Alpine School District (ASD) Fall 2020 Update.

Schoolboard Member Julie King explained that ASD consists of 14 municipalities and has 92 schools with three additional schools under construction. The top priority of the ASD School Board is to recruit and retain the very best teachers. ASD was ranked as the best educational institution to work for in the State. ASD hired a total of 534 new teachers for the 2020-2021 school year constituting of 256 elementary/special education teachers, 127 junior high/special education teachers, and 151 high school/special education teachings.

The Return to Learn plan was implemented in response to the COVID-19 pandemic and offered students three learning options: learn at school, learn online which includes three subcategory options for secondary schools, or learn from parent. The online and parent options included district-developed curriculum and teacher support. Ms. King stated the high school students completing high school through the East Shore Online program will receive a regular diploma; however, the program is not currently accepted by the National Collegiate Athletic Association. They are in the process of resolving the issue.

Mr. Smith presented the COVID-19 dashboard on the ASD website which provides timely pandemic information, including current case number counts by school population, to keep parents and students informed while protecting student privacy. He explained secondary schools have moved to a modified schedule with online learning for all students on Wednesdays to allow for deep cleaning of the schools. Case counts have decreased since the modified schedule was implemented. ASD petitioned the State and received permission to shorten the 14-day quarantine period for students, teachers, and staff members exposed to COVID-19 to seven days if the individual tests negative and is not exhibiting symptoms.

Assistant Superintendent Dr. Shane Farnsworth stated that teachers are in the schools on Wednesday and attend meetings or perform other preparation duties and are not responsible for the deep cleaning. One of the reasons for adopting the modified schedule was to provide teachers with additional preparation and collaboration time due to their increased workload caused by online teaching and other pandemic-related impacts.

Dr. Farnsworth said the District Space Center is in the final stages of completion and houses a 40-foot planetarium done with a Digistar 7, and a 74-seat planetarium with four wheelchair-accessible locations. The simulator capacity increased by 50 percent offering six simulators with ability to accommodate 120 students.

Dr. Farnsworth noted that Silver Lake Elementary school opened this fall with an enrollment of 601 students for the 2020-2021 school year, which reduced the enrollment at Brookhaven Elementary. Eagle Mountain elementary school enrollment trends from the 2019-2020 to the 2020-2021 school year are as follows: Black Ridge decreased by 70 to 1070 students, Brookhaven decreased by 565 to 784 students, Cedar Valley Elementary, in Cedar Fort, decreased by 7 to 89 students, Eagle Valley increased by 1 to 754 students, Hidden Hollow increased by 8 to 996 students, Mountain Trails increased by 62 to 832 students, and Pony Express decreased by 49 to 916 students. Frontier Middle School enrollment increased by 116 to 1420 students, and Cedar Valley High School enrollment increased by 350 to 2312 students. The enrollment numbers include online students.

ASD is monitoring enrollment in high-growth areas to determine when and where additional schools are required. An additional middle school is planned for 2024 or 2025, which would result in transitioning the middle schools to junior high schools with seventh through ninth grade and removing ninth grade from Cedar Valley High School.

Recent capital projects in Eagle Mountain include three new schools: Brookhaven Elementary at $18.7 million, Silver Lake Elementary at $21.8 million, and Cedar Valley High School at $17.8 million. Future capital projects include additional elementary and secondary schools and ongoing renovations and improvements. Due to the pandemic, a bond has been postponed until 2022 for voter consideration. Elementary school enrollment considerations include the possibility of moving sixth grade into middle schools, if required.

Mr. Smith presented a Business Service Report ASD complied to provide residents with summaries of district expenditures including a new teacher retention incentive not offered by any

other Utah school district; this is funded primarily through the 2019 Teacher and Student Success Program allocation from the Utah Legislature. Teachers will receive an additional contribution to their 401k of $2,500 after five consecutive years, $5,000 after eight consecutive years, $10,000 after ten consecutive years, and $20,000 after 12 consecutive years of teaching with ASD.

Councilmember Love was excused from the meeting at 4:42 p.m.

Mr. Smith stated ASD is available and willing to resume quarterly meetings with the City Council at the City's convenience and in the manner desired.

1.B. DISCUSSION – Update from the American Legion Post 111 with Jimmy Allen

Post Commander Jimmy Allen with American Legion stated that Eagle Mountain Post 111 received their permanent charter in December 2019. They have approximately 50 members. Post activities include a motorcycle club and charitable functions such as sponsoring scout troops and Boys State attendees.

Post 111 has been unable to find an adequate facility for meetings. Locations large enough are either policy- or cost-prohibitive. He presented concept renderings for a potential lodge located on City property designated for the Smith Ranch Regional Park near Pony Express Elementary School including a community building, veterans memorial, outdoor recreation fitness area, and community garden. The community building would be a family-oriented facility available to rent for special uses, which would help offset the cost of the building.

Mr. Allen requested to install a flag retirement box at City Hall possibly in correlation with an Eagle Scout project for residents to donate flags to be retired.

Mayor Westmorland directed the applicant to work with City Administrator Paul Jerome regarding his proposed projects.

Mr. Jerome stated the City has limited land. Geographical limitations caused by the Tickville Wash may make Smith Ranch Regional Park a problematic location. He will explore other options for locations within the City with the applicant including a partnership with developers.

1.C. DISCUSSION – Proposed Code Amendment for Master Plan Developments and Agreements

Long-Range Planning Manager Pete Kane presented the item and explained this is a continuation of the discussion during the previous work session. The Planning Commission and City Council have sought to revise and update the requirements for master development plans (MDPs) and master development agreements (MDAs) based on previous project proposals that have been submitted to the City. The proposed amendments help to resolve some of the questions and process flow concerns that have been identified over the years and set standards for all MDAs going forward.

The proposed standards address concerns regarding the current standards by reducing the size requirement for properties that would require a master development agreement, creating smaller master development areas, setting a time limit for agreements, establishing development benchmarks, outlining phasing requirements, focusing development on portions of properties with existing roads prior to development of areas needing new roadways, creating ways to handle changes for public uses or topographic/geographic challenges that were unknown prior to the agreement being finalized, and adding a requirement for compliance with Municipal Code.

The Planning Commission held a public hearing at their September 22, 2020 meeting and unanimously recommended approval of the Municipal Code amendment to the City Council.

Mr. Kane explained that the concerns regarding the item were compiled by staff based upon Planning Commission discussions with Councilmembers.

1.D. DISCUSSION – C Jay Properties Building Site Plan & Rezone

Mr. Kane presented the item. The applicant is seeking to build an 8,165-square foot professional office building on 0.81 acres of undeveloped land on the south side of Campus Drive. Per EMMC 17.55, this proposed site plan would need a minimum of 28 parking stalls including two ADA stalls. The plan includes 32 new parking spaces with two ADA-accessible stalls and an additional three existing spaces within the property bounds. The property backs up to a golf course and the plans include screening along the rear property line. The property is a part of The Ranches and was identified for commercial use through the MDP and MDA, which has since expired and vested rights no longer carry. The property is designated as Community Commercial on the Future Land Use Map.

The application includes a request to rezone the property to Commercial Community which is an appropriate zone for this particular land use designation. The property is accessible from Campus Drive utilizing an existing curb cut. Municipal Code recommends that commercial buildings be similar in style to adjacent buildings. The plan calls for similar materials, but in a different color palette to adjacent buildings. Revised elevations have been submitted to update the color palette and architectural details. The plan includes vertical and horizontal articulation through a mix of materials to emphasize entry points to the building. The proposed building is sited at the rear of the property with the parking lot located at the front. The applicant would prefer this orientation as demonstrated in the submitted plans. An outdoor patio space at the rear of the building includes a decorative stretched fabric overhead and netting along the eastern side of the property due to the proximity to the golf course.

Mr. Kane reviewed the renderings that illustrated the applicant's concerns regarding potential building orientations including access and increased golf ball hazards to explain their request to locate the building to the south of the property.

The Planning Commission held a public hearing on October 13, 2020 to review the application and unanimously voted to recommend approval of the rezone request to Commercial Community and unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color;
2. The mechanical equipment shall be located or screened in a way that is not viewable from the street; and
3. The applicant shall work with staff to address compliance regarding roof design, building articulation, and architectural detailing elements.

Applicant Darren Gillespie clarified that the color in the renderings that appears to be white will be gray rock.

Councilmember Curtis stated that gray is preferable and more appropriate for the overall aesthetics of the City.

Mr. Kane verified that the applicant addressed Planning Commission concerns regarding the roof with the updated elevations for the front of the building and inquired if the City Council has concerns regarding the rear elevation roofing. Staff recommends that the building be sited on the west side of the property to meet standards, should the City Council determine not to grant an exemption to the location standard. The Planning Commission supported the applicant's preferred location at the rear of the property. He stated the location of the golf course and the orientation of the neighboring building to the rear of the property justifies approving an exception.

Councilmember Clark stated her preference to require increased articulation on the rear of the roof as well as the rear of the property facing the golf course.

Mr. Gillespie expressed his willingness to add dormers to the rear roof. He stated that the netting along the south side of the property would not protect the parking area from golf balls from the east if the building were located on the west side of the property.

Mayor Westmoreland supported allowing the building to be located at the rear of the property.

Councilmember Curtis and Councilmember Clark expressed support in allowing the building in the rear of the property.

Councilmember Burnham concurred with permitting the rear orientation and requiring dormers on both sides of the roof.

1.E. DISCUSSION – Overland Village 2 Village Concept Plan

Mr. Mumford presented the item. The Planning Commission reviewed the concept plan on April 14, 2020 and April 28, 2020 and made recommendations with conditions. The latest proposal includes the Village 2 master plan and the trails and open space plan. The Overland Master Development Plan designates Village 2 with the minimum unit count of 540 units/lots and a maximum unit count of 743. The Village 2 concept plan contains 692 lots/units consisting of 32 percent townhomes, 5.5 percent active adult units, 21 percent small lots, 29 medium lots, 13 percent large lots, and a ten-acre elementary school site already purchased by Alpine School District.

The MDA requires a medium park to be improved in Village 2. The plan contains a three-acre park, smaller park areas scattered through the development, and a 1.51-acre undefined private amenity area. A planned trail system provides access throughout the development and to neighboring properties. The trails plan should be modified to make sure the red line indicating trails includes a 12-foot concrete trail along roadways as well. The north-south road in the middle of the development has been widened to include additional asphalt and a 12-foot trail on one side. Without a deceleration lane along Pony Express Parkway, potential traffic issues may arise near the elementary school. Village traffic being directed to two intersections along Pony Express Parkway may also cause traffic issues. Several private road accesses and/or public intersections appear to be too close to each other or not to be aligned.

Mr. Mumford explained the Future Land Use and Transportation Map will be amended and the major roadways in the concept plan approximately align with the proposed location for Airport Road and a collector road, rather than the previously proposed location for an Airport Road expansion. He stated the applicant is willing to work with staff to resolve road alignment concerns with the City and Utah Department of Transportation.

Councilmember Clark inquired about the planned amenities for the City park and expressed concern regarding the lack of parking indicated in the concept plan. She appreciated the location of the townhomes in relation to the park.

Mr. Mumford stated the applicant determined the location for the required park and the trail connections; however, at this stage of the project, he is unaware of any specific plan regarding amenities.

Applicant representative Bryon Prince explained the plan focused on community planning elements and implementing items they learned developing Village 1. They desire to avoid housing segregation and to provide products that offer options to meet the varying housing needs of residents throughout their lifetime. Village 2 includes townhomes and smaller homes not offered in Village 1. A key element of the design is the open space and trail connectivity from Pony Express Parkway, Airport Road, park spaces, private and public open space, the elementary school, and the housing development to the north. He is working with Parks and Recreation Director Brad Hickman to provide creative, unique amenities at the City park due to the park's proximity to Wride Memorial Regional Park. The park will have parking on the east and west sides. The passive and active open space indicated on the plan will be maintained and owned by the HOA. The City park will be dedicated and maintained by the City. A privacy wall will be installed along Airport Road and Pony Express Parkway as required in the MDA. The Planning Commission requested that privacy fencing also be installed along the northeast corner of Village 2 near the trail system and the Overland monument sign.

Councilmember Clark expressed appreciation for the consideration for safe pedestrian routes to the elementary school included in the plan and the variety of housing types provided.

Mr. Prince said the Planning Commission discussed traffic concerns regarding the elementary school which will be addressed during the preliminary plat and hopefully in conjunction with

Alpine School District. The townhomes in the southeast corner are located near the existing clubhouse.

Mr. Prince explained all the active adult homes will be deed-restricted to attract the desired buyer and to mitigate issues and concerns. A private amenity will also be provided specifically for the active adult community in the northwest portion of the Village. The type of amenity will be determined based upon resident feedback.

Councilmember Gray expressed concern regarding road length and connectivity.

Mr. Mumford stated that connection concerns will be evaluated and addressed with the preliminary plat.

Mr. Mumford explained the Village 2 plan is conceptual and subject to change. It is a preliminary plan meant to show the development plans and possibilities of the project. Increases in lot sizes, reductions in units, minor changes to road and lot configurations, changes from townhomes to cluster lots or other lots, and minor changes to trail locations and park locations are not considered major changes and would not require an amendment to this concept plan. These changes can be proposed and made at the preliminary plat stage.

The Planning Commission reviewed the item on October 13th
and recommended approval of the application with the following conditions:

1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;
2. The applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;
3. The applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road;
4. Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City's standards;
5. The applicant shall include a raised crosswalk where the trail crosses the north-south collector road in the middle of the project;
6. The applicant shall work with Alpine School District to utilize all of the streets surrounding the proposed elementary school for student drop off and pick up routes to mitigate traffic congestion and unsafe conditions; and
7. The applicant shall continue the collector road fencing along the two lots on the northeast corner of the project close to the Overland monument sign.

Mr. Mumford noted the MDA terms regarding construction of amenities required the Club Ivory clubhouse to begin construction on December 15, 2019, and to be completed prior to the earlier of the recording of a plat containing the 350th building permit or June 30, 2020. The building is not completed.

Mr. Prince presented photos taken on October 20, 2020 to demonstrate the progress on the clubhouse construction. The exterior finish is completed and has a barn-like wood exterior appearance. The pandemic has delayed the construction due to delays in the supply chain for custom-made construction materials for the building. They have fulfilled the agreement to plant 100 trees in the Pony Express Parkway median and have extended their best effort to fulfill their commitments. Phases C3 and C4 of Village 1 have been paved and the plats are ready to be recorded. The clubhouse will be ready to receive a certificate of occupancy at the end of November or December 2020. He requested that the City Council to allow Ivory Homes to proceed with the recordation of phases C3 and C4 before the competition of the clubhouse.

Ms. Kofoed stated her records show that 333 units have been recorded.

Mr. Mumford said the City has issued 230 building permits as of the end of September 2020. He asked the City Council to provide feedback regarding the possibility of amending the terms of the MDA to allow phases C3 and C4 to move forward with construction prior to the completion of the clubhouse.

Mr. Prince offered to tour the clubhouse with the Councilmembers. The building is available to the public to rent for community events.

2. AGENDA REVIEW

9.A. 30" Sewer Cured In Place Pipe Lining Project, Phase 1 – Insituform Technologies

9.B. Sewer Manhole Rehabilitation Project – Advanced Lining

Public Utilities Manager Mack Straw explained that corrosive gases have deteriorated the concrete lining of the sewer infrastructure. They plan to perform additional, periodic camera assessments of the damage to the pipelining and make repairs as necessary. This project is the first phase of rehabilitation and will complete the majority of the necessary repairs. He is working to determine if the cost for the rehabilitation of the pipeline section from the flume to the Timpanogos Special Service District trunk line will be the sole, partial, or no responsibility of the City.

SCHEDULED ITEMS

12. ORDINANCE/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2020-2021 Budget.

Finance Director Kimberly Ruesch informed the City Council of an additional item for consideration for the public hearing during policy session. The City has $2,000,000 of debt issued with the Utah Transportation Commission in June 2019 to widen a section of Pony Express Parkway. Debt service payments began in December 2019 and a second payment is due in

December of 2020. The two debt service payments for 2019 and 2020 will result in a budget increase of $468,444 to the Fiscal Year 2021 budget as presented in the packet materials.

Mr. Jerome explained the City had not received the bill for the December 2019 payment in time to make a payment as scheduled. The Utah Department of Transportation recently notified the City of the outstanding 2019 payment. The payment had been allocated to be paid through impact fees funds in the previous year's budget. An amendment to the Fiscal Year 2020-2021 will allow the funds to be rolled into this budget to cover the debt service payments for both years.

Ms. Ruesch explained the other budget increases are to hire an engineer in training and a change order to the Facebook development agreement related to the 3.5 million-gallon water tank.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.23 Open Space Zones.

Mr. Kane explained that this public hearing item was discussed during the previous work session. The amendment will add an Open Space Zones chapter to Municipal Code to establish the regulations to control the development requirements and use limitations.

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.31 Public Facilities Zone.

Mr. Kane said this amendment will add a chapter establishing the Public Facilities Zone which outlines the allowed uses and development standards. Staff will evaluate City property to identify appropriate zoning and rezone the applicable areas to the Public Facilities Zone, as well as assign the zone to future public facility developments.

13.A. MOTION – Brylee Farms Alternate Fencing Request

Mr. Mumford presented the item. EMMC 17.60.120(R) requires that property owners or developers build and maintain a wall or fence consistent with the standards in that chapter and standards in EMMC 16.35.090 for side and rear property line fencing along collector and arterial roadways. The standard fence required by current standards is The Ranches style cedar fencing.

Per EMMC 17.60.120(R)4, residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain City Council. Any alternative standard fencing shall be of a durable quality fence/wall as defined by EMMC 16.35.090.

The Brylee Farms developer is proposing an alternative fence to be placed along Aviator Avenue and Eagle Mountain Boulevard. Their preferred option is a vinyl faux wood-grain fence. Their second option is a Bufftech Sherwood fence made with linear low-density polyethylene plastic, a wood-alternative composite material. Fencing similar to both options has been approved in other developments within the City.

A Municipal Code amendment intended to address the collector and arterial road fencing standards has been in discussion with the Planning Commission. The amendment currently proposes removing The Ranches style fencing as the required fencing type and allows for durable quality fencing, including stone, masonry, decorative concrete, and possibly wood-alternative composite material.

Mr. Mumford stated the applicant desires approval as they are ready to begin construction and prefers to have the fencing in place before residents occupy the homes. Staff felt it was prudent to move the item forward for a decision.

Councilmember Gray recommended delaying the decision on the alternative fencing request until the fencing standard amendments are finalized. He advocated for requiring masonry fencing along collector and arterial roadways.

Councilmember Curtis stated he believes that the approved vinyl alternative fencing for other projects was required to have steel reinforcement. He expressed concern regarding approving portions of fencing individually, especially considering the Municipal Code standards are under review.

Mr. Mumford stated that the Bufftech fencing is more expensive and a higher quality fencing than the vinyl option. He explained the City has been lenient with the requirement for fencing installation prior to issuing building permits, as the fencing has been delayed due to the standards being placed under review by the City and while the City determined the location for a traffic signal.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:26 p.m.

7:00 P.M. POLICY SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. Councilmember Carolyn Love was excused.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Kimberly Ruesch, Finance Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting together at 7:03 p.m.

5. PLEDGE OF ALLEGIANCE

City Recorder Fionnuala Kofoed led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Utah County has extended the deadline for small business grants related to COVID-19 impact to October 30, 2020. Please visit the Eagle Mountain Chamber of Commerce Facebook page for details.
- Eagle Mountain City's stormwater department is offering a free bagged leaf collection service for residents through November 30, 2020. Details are available on the City website's news section.
- This year's Thanksgiving Day Turkey Trot Fun Run event will be a virtual 5K. Get creative and have a chance at some fun prizes. Details are available on the City website calendar.
- Junior Jazz basketball registration is open through November 3, 2020. Details are available on the recreation page of the City website.
- To receive City notifications, including emergency info, news, events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:08 p.m.

Layne Izatt submitted a written public comment "Just an observation, but it was evident in the Planning Commission's meeting with Michael and Emma that they had already decided what they were going to do. La Petite needs more than 90 days to move their business."

Mayor Westmoreland closed public comment at 7:09 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Burnham

Councilmember Burnham thanked the residents for being willing to be a part of the discussion regarding City issues. She asked for residents to remember that the Planning Commissioners are volunteers and that it is appropriate to disagree with their decisions, but not to attack their character. She requested that residents be civil in their discourse.

Councilmember Curtis

Councilmember Curtis concurred with Councilmember Burnham. He advocated for people to vote following their conscience and to be kind to others with different opinions.

Councilmember Gray

Councilmember Gray noted that there was a protest at City Hall and expressed appreciation to the participants for being respectful. He agreed with Councilmember Burnham and encouraged residents to exercise their right to vote.

Councilmember Clark

Councilmember Clark agreed with several of the comments expressed and encouraged residents to vote. She invited citizens to discuss the topics with people they know, rather than strangers on social media, including their children as current conditions might be scary for youth. She supports freedom of speech but asked for people to use it carefully and with kindness. She advocated for people to act in faith and service and expressed appreciation for the service of her fellow Councilmembers and City staff.

Mayor Westmoreland

Mayor Westmoreland welcomed the virtual participants. He stated it is exciting to see the City moving forward and making progress despite challenges.

CONSENT AGENDA

9. BID AWARDS

9.A. 30" Sewer Cured In Place Pipe Lining Project, Phase 1 – Insituform Technologies

9.B. Sewer Manhole Rehabilitation Project – Advanced Lining

10. BOND RELEASES

10.A. Ranches Estates Plat B – Into Warranty

10.B. Sunset Ridge Phase A, Plat 4 – Out of Warranty

11. MINUTES

11.A. October 6, 2020 – Regular City Council Meeting

MOTION: ***Councilmember Curtis moved to approve the consent agenda. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

SCHEDULED ITEMS

12. ORDINANCE/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2020-2021 Budget.

Finance Director Kimberly Ruesch presented the item. This is the second budget amendment for this fiscal year and includes changes to the General Fund to hire an engineer in training, to the Enterprise Fund for an amendment to the a 3.5 million-gallon water tank for the Facebook project, and to the Transportation Impact Fee Fund to add two debt service payments on a loan with the State for the widening of Pony Express Parkway, resulting in an overall budget increase of $876,142.

Councilmember Gray requested that staff explain the purpose of hiring an engineer in training for, the benefit of the public.

City Administrator Paul Jerome explained that the City Engineer had included the cost of an additional employee in the budgeting process, but the expense had been unintentionally omitted from the final budget. Due to the uncertainty of the impact of the pandemic on City revenue, hiring has been temporarily frozen. The City experienced an increase in sales tax revenues and not a decrease and determined to move forward with hiring the position.

City Engineer Chris Trusty stated the engineering staff includes himself, an engineering assistant, a Blue Stakes technician, and two full-time public works inspectors. The City currently hires a consultant for water model maintenance, and this position will allow the City to maintain the water model with staff. The individual will also oversee some capital improvement project management and assist with public works inspections to help alleviate the workload on current staff.

Mayor Westmoreland opened public comment at 7:24 p.m. As there were no comments, he closed public comments.

Mr. Jerome explained the salary amount listed was for the remainder of the year and included benefits and total compensation costs.

MOTION: ***Councilmember Burnham moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment of the Fiscal Year 2020-2021 Budget. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.23 Open Space Zones.

Long-Range Planning Manager Pete Kane presented the item. Current Municipal Code standards include zoning districts for residential, commercial, agriculture, and industrial uses. There are other land uses that are currently permitted across each of these zones, rather than set as their own use. By creating a zone for open spaces, the City will establish the allowed uses and development requirements for this use. This will also provide a clearer picture of the actual land use in the City. The Planning Commission held a public hearing on September 22, 2020, and recommended approval with a unanimous vote.

Mayor Westmoreland opened public comment at 7:29 p.m. As there were no comments, he closed public comments.

MOTION: ***Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code adding Chapter 17.23 Open Space Zones. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.31 Public Facilities Zone.

Mr. Kane presented the item and explained that creating a zone for public facilities allows the City to establish the allowed uses and development requirements for this use. The Planning Commission held a public hearing on September 22, 2020, and recommended approval with a 4 to 1 vote. The dissenting vote by Commissioner Wells was due to her belief that outdoor storage should be included in the standards as a special use.

Mr. Kane explained that the definition of outdoor storage includes storage of equipment outside of a structure; City screening requirement standards are still applicable. The Planning Commission expressed concern regarding equipment storage maintenance and Municipal Code enforcement and discussed a possible future amendment either to allow outdoor storage as a special use with improved standards, or as a subordinate use to an allowed use due to the potential need for outdoor storage for some public facility uses.

Discussion ensued regarding concerns with outdoor storage impact on surrounding areas and the proper timing and manner to address outdoor storage concerns and infractions.

Mr. Kane clarified the updated definition of outdoor storage is defined as "the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to public."

Councilmember Clark expressed concern regarding shipping containers being used for storage on public facilities adjacent to residential areas or similar unintended, undesirable allowances should outdoor storage be an approved use.

Mr. Kane explained that outdoor storage standards require a six-foot or greater masonry wall or solid, opaque fencing to screen all open storage areas from the view of the street, and items taller than the fence may not be stored within twenty feet of the fence. Storage containers would be required to be screened by appropriate fencing. He noted that if outdoor storage were an approved special use, an additional site plan approval would not be required for the addition of outdoor storage to an approved project; however, the outdoor storage would need to adhere to the approved regulations regarding use standards including fencing and screening.

Councilmember Clark expressed concern with allowing outdoor storage as a special use due to the lack of additional approvals or oversight to mitigate undesirable impacts on residents.

Councilmember Curtis stated homeowners have the right to install fencing on their property without the approval of impacted neighbors and shipping containers are not permitted.

Discussion ensued debating the difference between the impact and desired allowance of fencing installation on public and private land.

Councilmember Curtis stated the City could mitigate and regulate concerns through the terms and enforcement of lease agreements.

Mr. Kane clarified that shipping containers are only allowed as a special use in the Light Manufacturing/Distribution Zone and the Sweetwater Industrial Overlay. City parks and the rodeo grounds would be zoned as open space, which does not permit outdoor storage. However, a building installed adjacent to park property such as the American Legion community center proposed during work session would have Public Facility zoning.

Mayor Westmoreland opened public comment at 7:48 p.m. As there were no comments, he closed public comments.

Mr. Kane explained that the rezoning of properties is not automatic and that legal statutes require rezone applications and approval. He clarified the amendment under consideration does not include outdoor storage as a special use due to the Planning Commission's recommendation to remove it from the amendment.

Councilmember Gray stated that storage concerns could be addressed during the rezone approvals.

MOTION: ***Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code adding Chapter 17.31 Public Facilities Zone. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

13. MOTION

13.A. MOTION – Brylee Farms Alternate Fencing Request

Mr. Mumford reviewed the item as presented during work session.

Councilmember Gray inquired if the alternate fencing request was valid due to fencing standards having been placed under review. He requested clarification regarding the reference to the current standards requiring The Ranches-style fencing, as he believed those should be considered previous standards due to the related Municipal Code being under review.

Mr. Mumford stated that the City Council can deny or table proposals due to the review of fencing standards.

Mayor Westmoreland asked if the applicant would be able to install cedar fence, should the alternate fencing be denied.

Mr. Mumford stated he believed the applicant could install the cedar fencing despite the fencing standards being under review.

Councilmember Gray stated his preference to table the item until the fencing standards have been updated.

Councilmember Curtis verified that masonry fencing cannot be required by the City Council because it is not included as a requirement in Municipal Code fencing standards. If the City Council recommended that masonry fencing be installed, the applicant could decide to install cedar fencing instead due to existing standards.

Mr. Mumford clarified that the City Council has the ability to table or deny the alternate fencing request because the standards are under review. However, the applicant would be able to install cedar fencing, or residents may occupy the homes prior to the installation of the fencing should the item be tabled.

Councilmember Gray clarified he is in favor of issuing certificates of occupancy to the affected homes without the fencing. He reiterated his desire to delay the approval to ensure the fencing is in accordance with updated standards.

Mr. Mumford stated the City Council could approve the fencing if they feel the fencing option is appropriate for the area and that denying the request may result in the installation of cedar fencing, which he feels is inappropriate and undesirable for that area. He recommended either tabling the item or approving the Bufftech option.

Mayor Westmoreland stated the Bufftech meets the intention and desired product type of the proposed fencing standards under review. He is not in favor of the vinyl options.

Councilmember Curtis expressed concern regarding approving wood composite materials as he had heard they may deteriorate over time. He advocated for requiring a quality, durable product due to the location of the fencing along major roadways.

Mr. Mumford stated the Bufftech product is steel-reinforced, has a 15-year colorfast fade protection, and a limited lifetime warranty.

Applicant representative Matthew Loveland stated one homeowner is already living in a home within the Brylee Farms project and within the next 30 days, an additional ten homes will be occupied. He stated they began discussing fencing options in May and as the majority of the occupied homes will be along the major roadways, Fieldstone Homes needs to make a decision regarding fencing tonight. Otherwise, they will need to proceed with the currently vested fencing

option. They desire for their housing community to be aesthetically consistent along Eagle Mountain Boulevard with the adjacent communities. The proposed vinyl fencing has vertical and horizontal steel reinforcement, is superior to other vinyl fencing, and is consistent with the existing fencing in other developments. The vinyl option has a wood grain, nontextured appearance, and has a thirty-year color fade manufacture guarantee, which is one of the reasons they believe it is a superior product. He desires to install fencing that will be economically feasible for the residents should repairs be required in the future.

He explained the reason for requesting a decision regarding the fencing prior to the standards update was due to the desire to provide a quality, completed product to the residents including fence installation.

Councilmember Gray reiterated his preference to table the application. He cited a section of State Code 10-9a-509 and stated his understanding is that as the standards are under review, no fencing types are approved, and the application should be tabled until the standards have been updated.

Councilmember Curtis asked when the alternate fencing request had been submitted by the applicant.

City Attorney Jeremy Cook concurred with Mr. Mumford that Municipal Code allows for the City Council to approve or deny the alternate fencing request. He stated the applicants are entitled to install cedar fencing; however, the fencing options proposed by the applicants are perhaps a better alternative than the cedar fencing.

Mr. Loveland stated that the final plat application had been submitted in 2018. He expressed his preference to install either of the proposed alternate fencing options rather than a cedar fence.

Mr. Mumford clarified that staff brought forward the alternate fencing application prior to the fencing standard amendments due to timing considerations for the project.

Councilmember Gray stated he believed that updated standards will require masonry fencing along major roadways; however, he did not object to allowing vinyl, steel-reinforced fencing options in other areas. He does not desire the cedar fencing. He inquired if the applicant would be willing to install masonry fencing.

Councilmember Curtis stated that although he concurred with Councilmember Gray regarding requiring masonry fencing along major roadways, should the City Council table the item, the applicant would likely install the undesired cedar fencing in order to meet the timing constraints for the project. Thus, tabling the application would not accomplish the desired installation of a masonry wall.

Councilmember Gray said he is unwilling to allow vinyl fencing along the busiest road in the City.

Mr. Loveland stated that the 30-year warranty on the vinyl fencing includes wind damage up to 110 miles per hour. He stated that consistency depends upon which corridor the City Council desires to match fencing with. The Sage Park development south of Brylee Farms along Eagle

Mountain Boulevard has fencing consistent with the grey, wood-grain option in their proposal; the Brandon Park development to the south across Aviator Avenue has different fencing.

Mr. Mumford noted that the Brandon Park development has faux-stone fencing.

Councilmember Curtis expressed the desire to require durable, long-lasting fencing along major roadways and noted the difficulties caused by inconsistency in the standards and differing fencing styles for the adjacent developments.

Councilmember Clark expressed concern regarding matching fencing when future repairs are required should the style no longer be available through the manufacturer.

Mr. Loveland stated that the financial impact on the homeowner to repair masonry fencing due to graffiti or other damage is significantly higher than repairs to other fencing alternatives; painting over graffiti on masonry is apparent and unappealing.

Applicant representative Brett Woodland stated that in the fifteen years he has worked for Fieldstone Homes, he does not recall having to repair fencing other than due to vehicular damage.

MOTION: ***Councilmember Burnham moved to approve the Brylee Farms alternate fencing request with the applicant's first choice vinyl fencing option. The motion failed for lack of a second.***

MOTION: ***Councilmember Burnham moved to approve the Brylee Farms alternate fencing request with the applicant's second Bufftech fencing option. Councilmember Curtis seconded the motion.***

Mr. Cook clarified that timing requirements are based upon the alternate fencing request application, not the final plat, in relation to when the Municipal Code amendment review went into effect. The City Council may consider the application or may table it until the alternate fencing options are finalized.

Councilmember Clark noted that should masonry fencing be determined to be the preferred fencing option for major roadways in the City, the City Council cannot require the existing developments along Eagle Mountain Boulevard to remove the existing wood composite fencing and install masonry fencing.

Councilmember Gray stated although the City Council had no recourse against previously installed fencing, he desires to prevent any additional installation of fencing along major roadways until the standards are updated. He does not approve of either cedar fencing or the proposed options. He said he does not believe that the applicants will install a cedar fence and the City has legal recourse under State statute should the applicant attempt to move forward with cedar fencing.

Councilmember Clark expressed concern regarding the impact on the home buyers due to an increased price to the project should masonry fencing be required.

Councilmember Gray stated that he agreed with her concern; however, land values and housing costs have increased since the applicant purchased the land. The developer should be able to incur the price increase of masonry fencing. Masonry fencing is the most desirable product for the homeowners and the City for safety and sound mitigation.

Councilmember Clark concurred with Councilmember Gray's concerns but disagreed that this development could be required to be held to updated standards.

Mr. Cook reiterated that the alternate fencing style can be denied because the standards were under review based upon the timing of the submission of the application. However, as cedar fencing had been the permitted standard, it would be difficult to legally justify that the applicant cannot install cedar fencing depending. He stated that many fences were installed in the City that matched the appearance of the cedar fencing but lacked the desired equivalent quality and durability. The fencing proposed by the applicant adheres to what has been previously required by developers and is superior to cedar fencing.

Discussion ensued regarding the desired fencing for major roadways and the uncertainty regarding the timing of the application to verify whether the applicant has a legal right to install cedar fencing.

Councilmember Clark inquired if Councilmember Burnham would consider withdrawing her motion to permit additional time to collect more information.

Councilmember Burnham determined not to withdraw her motion due to the other alternative fencing options previously installed adjacent to this development.

Those voting aye: Donna Burnham, Melissa Clark, and Colby Curtis. Those voting nay: Jared Gray. The motion carried with a vote of 3:1.

14. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gray requested clarification regarding the mechanism for Councilmembers to place Municipal Code standards under review.

Discussion ensued regarding the ability for two Councilmembers to request items be added to the City Council agenda and the possibility of creating a codified mechanism for Councilmembers to be able to ensure items are included on Planning Commission agendas.

Mr. Mumford noted that when Councilmember Gray requested the fencing standards be placed under review, staff had 15 Municipal Code amendments in process. He requested clarification regarding timing and order priority of processing Councilmember requests.

Mr. Cook stated that two or more Councilmembers can jointly request an item to be placed on the Planning Commission agenda. A single Councilmember may also request that the mayor direct staff to add an item to the Planning Commission agenda.

Councilmember Burnham expressed concern regarding the delay in a request for an item to be on the agenda that was requested by Councilmembers the previous year.

Councilmember Carolyn Love joined the meeting at 9:18 p.m.

Mayor Westmoreland noted that prioritization may impact the timing of adding items to agendas. Staff must prepare the requested item before noticing the item and placing it on an agenda.

Mr. Mumford explained that staff began immediately on Councilmember Gray's request; however, the item was delayed due to other Municipal Code amendments already in process as well as additional requests made by the Planning Commission. He stated the request for a transit oriented zone made last year by the Councilmembers is a lengthy amendment and suggested that staff add future requested items to an agenda for discussion before preparing the Municipal Code amendments.

Councilmember Burnham expressed concern that the Planning Commission has the ability to stall or block items that are a priority to the City Council when Planning Commission priorities differ.

Discussion ensued regarding Planning Commission roles and responsibilities, potential conflicts, joint efforts, and processes.

Mayor Westmoreland stated he would confer with Mr. Mumford and Mr. Cook regarding formalizing the process for Councilmembers to place items under review.

Councilmember Clark requested to know the status regarding her request for a formal discussion about the City appointment and hiring process for department heads.

Mr. Cook said he has been working on her request and it will be included at the next meeting.

Councilmember Curtis clarified he did not intend to chastise the Planning Commission. He appreciates their efforts and only meant to imply that direction from the elected officials should be given priority.

Mayor Westmoreland requested that staff recommend an official process for Councilmember requests at the next meeting.

15. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Love

Councilmember Love said she will meet with the Planning Commissioners whose terms are expiring to determine if they desire to continue to serve. The Youth Council meeting was rescheduled; however, she was able to meet with the Youth Councilmembers individually.

Councilmember Curtis

None.

Councilmember Clark
Councilmember Clark commended the Eagle Mountain Be Ready emergency preparedness group volunteers and reminded residents that a Ham radio exam will be held on Saturday, November 7, 2020, from 10:00 a.m. to 2:00 p.m. at City Hall. To register, email dbecar@charter.net. Unified Fire Authority taught an Avoid, Deny, Defend active attacker defense class via live stream that is still available, and Boy Scout troops participated in a Stop the Bleed class.

Councilmember Gray
None.

Councilmember Burnham
Councilmember Burnham stated the Veterans Board will meet on October 21, 2020.

16. COMMUNICATION ITEMS

16.A. Financial Report

16.B. Upcoming Agenda Items

17. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn the meeting at 9:36 p.m. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

The meeting was adjourned at 9:36 p.m.

Approved by the City Council on November 17, 2020.

_____
Fionnuala B. Kofoed, MMC
City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	PUBLIC HEARING - La Petite Grooming Salon Business License Appeal
ITEM TYPE:	Appeal
FISCAL IMPACT:	
APPLICANT:	La Petite Grooming Salon / Emma Izzat

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Agricultural/Rural Density One	Residential	5.251 Acres	Cedar Pass Ranch

PUBLIC HEARING:
Yes

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:
City Recorder Fionnuala Kofoed

RECOMMENDATION:
The City Council may approve the appeal to the home business license, for the reasons set for in the staff report and in the meeting, along with conditions of approval.

A denial of the appeal must be based on findings of facts indicating how the request does not comply with specific sections of Municipal Code. If the City Council denies the appeal, the applicant may appeal the decision to the district court within thirty days of the announced decision.

A motion to table may be made with specific directions to give an applicant time to fully comply with Municipal Code requirements.

BACKGROUND:
Eagle Mountain City issued a home business license to La Petite Grooming Salon in April 2015. The approval permitted a maximum of four dogs on the property at one time, no more than twelve clients per hour with a maximum of 24 per day, and two on-premise employees.

The City received the first anonymous complaint in August 2016 regarding the general condition of the property, the smell, and number of animals on the property and in the salon. An inspection of the property found the business to be in compliance with the conditions of the home business approval and the case was closed.

Later in December 2018, the City received the first initial complaint from a neighbor that lives adjacent to the Izatt's property. The complaint indicated that La Petite was illegally boarding dogs and that they hadn't obtained a building permit for the building they were using for grooming. The complaint also stated that there was continuous dog barking, that employees weren't observing traffic rules, and that 80 to 100 cars were driving to and from the business on a daily basis.

The City followed up on the complaint and observed that there were 13 dogs on the premises and that the grooming salon had been built without the required building permit. The City addressed the issues with the owners and advised them to bring the business into compliance and obtain the necessary building permit.

Later communication from the adjacent property owner indicated that things had improved, but there were still several concerns regarding the number of dogs on the property and how waste from the business was being disposed of. According to Mike Izatt, all of the waste generated by the business was removed regularly from the property.

In January 2019, the Izatts communicated that their business had grown and they were interested in acquiring a conditional use permit to allow them to do overnight boarding. They were also interested in getting approval to have more than four dogs on the property at one time. With the expansion of their business, they proposed the following improvements:

- Adding a sound proof barrier around the rear and side exterior of the building.
- Moving parking for family and staff to the rear of the building.

The application for a conditional use permit was placed on hold as the City was in the process of amending Municipal Code for pet sitting, which would not require a conditional use permit. The City continued to work with the Izatts as they were actively pursing the necessary improvements to the building and the complaints has subsided.

A site visit to the salon in October 2019 determined that wastewater from floor drains, dog washing stations, and sinks from the facility

was being improperly discharged into the wash. The County Health Department inspected the property and a notice of violation was issued by the Utah County Attorney's Office.

Since the City supports local business and is interested in promoting economic development, the initial consensus between staff and City administration was that the City work to find a resolution to keep La Petite operating, while maintaining and protecting the residential characteristics of the community.

Further interactions, complaints, and inspections of the facility showed that the business was continually operating outside of what is conducive to the residential neighborhood. Staff met with the Izatts on several occasions and expressed concerns regarding the capacity at which the business was operating. The main complaint was the noise and that if that issue was not resolved, it would jeopardize the home business license. Staff recommended that the business operate within the parameters of Municipal Code, or that given the success of the business and how much it had grown, the business should be moved to a commercial location. The owners stated that relocating the business to a commercial site was not an option, as they could not absorb that cost.

La Petite Grooming Salon is well recognized and supported in the community and should be commended for the success of the business they have built and the service they provide to residents. However, with the escalated complaints of noise and increased traffic to the neighborhood, it is apparent that the current operation is not secondary to the primary residential use of the property, as required by Eagle Mountain Municipal Code, Section 17.65, and is adversely impacting surrounding residents.

Following the Planning Commission hearing, City staff inspected the building and all required improvements had been completed.

ITEMS FOR CONSIDERATION:
Staff recommends the City Council consider the following items:

- The applicant failed to file a timely renewal
- Nuisance complaints, of noise and excessive traffic, from the Cedar Pass Homeowners Association and surrounding

residents

- The home business is operating outside of the conditions of approval that limit the number of dogs to four. Several site visits revealed 30-50 dogs on the premises.
- Dogs have been boarded overnight and during the day without the necessary pet sitting permit.
- Number of offside employees. It should be noted that in the course of working with the applicants to bring the business into compliance, the Administration approved the increase of additional offsite employees to two.
- The sound barrier that was proposed by the applicant was not constructed.

REQUIRED FINDINGS:

This public hearing is being administered under Eagle Mountain Municipal Code, Section 17.65 Home Businesses.

Section 17.65.030 Business License Required

All persons within the limits of Eagle Mountain City who engage in, carry on, or operate a business from a residence shall obtain the appropriate business license from the city, unless exempted through state or federal laws. Personal services rendered at home by an employee for his or her employer under any contract of personal employment do not constitute a home business. Home businesses shall be a permitted use in the residential zone if found to be in compliance with all criteria enumerated in this chapter. The license official, or designee, may approve a home business license with conditions to ensure compatibility between the proposed business and the residential use of the property or adjacent properties.

17.65.050 Approval Process

Home business licenses shall be approved by the license official, or designee. Any petition for a minor exception from the standards listed in EMMC 17.65.060(A) through (F) may be approved administratively at the discretion of the license official if the exception does not adversely impact surrounding residents or affect the residential characteristics of the neighborhood, or significantly increase traffic or the demand on utilities. Any other petition for an exception from the standards in this chapter requires approval by the planning commission before the license may be issued or renewed. In addition, any home business currently in operation that constitutes a

nuisance may also be required to go before the planning commission for continued use of the license and operation of the business. If the planning commission denies the continued use of the license, the license shall not be renewed.

17.65.060 Generally Applicable Standards for all Home Businesses

All home businesses shall be in compliance with the following criteria to ensure that the residential characteristics of neighborhoods are preserved and that utilities and infrastructure are not overburdened. Home businesses are to be clearly incidental and secondary to the residential use of the property. All home businesses are allowed as permitted uses, contingent on complying with the following requirements. Licenses may be reviewed periodically as needed and may be revoked if the approval requirements are violated. The approval criteria include:

A. Floor Area. A home business shall not occupy more than one-third of the total floor area of dwellings. Exceptions may be granted for day cares, preschools, and businesses that offer instruction classes.

B. Employees. Home businesses shall have no more than one on-premises employee who is not a member of the resident family or household.

C. Parking. Home businesses shall provide adequate parking (which may include both on-street and off-street parking) to be determined by the license official, or designee. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view. Home businesses located within residential developments with limited visitor parking (such as townhome or condominium areas) shall not be permitted to generate additional traffic which causes clients or customers to park.

D. Outdoor Storage. Outdoor storage associated with a home business shall be subject to the same performance standards governing other outdoor storage on residential lots.

E. Outdoor Activity. All home business activity, except passive

storage, shall be carried out within the home or an accessory building and shall not be observable by the general public or from the street in front of the residence, unless specifically approved in the home business license for such activities as outdoor play time for preschools or day care centers. Garage doors shall remain closed while business activity is conducted therein.

F. Hours of Operation. Home businesses that receive customers, clients, or students shall operate only between 7:00 a.m. and 9:00 p.m. Approval for such hours may be rescinded by the license official, or designee, if the operation of the business at such hours constitutes a nuisance.

G. Hazardous Materials. No home business shall use hazardous materials or generate hazardous wastes that increase the danger of fire or cause fumes or odors that may constitute a nuisance or pose a danger to neighboring residents. Home businesses are subject to inspection for compliance with the International Fire Code.

H. Noise and Light. All home businesses shall comply with Eagle Mountain Municipal Code Chapter 8.15, Noise. Home businesses are prohibited from generating or projecting light that is objectionable or potentially harmful to other residents.

I. Exterior Appearance. No home business shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. The property from which a home business is conducted must be in full compliance with all other city laws, codes and ordinances.

J. Retail Sales. Home businesses are not to be established solely for the sale of merchandise (except for greenhouses or Internet- and mail-order-based home businesses). Service-related home businesses may conduct incidental retail sales; provided, that the sales do not increase traffic.

K. Traffic Generation. Traffic generation for home businesses shall not exceed 12 clients per hour and 24 per day.

L. Multiple Home Business Licenses. More than one home

business license may be issued for a residence; provided, that the home businesses or the accumulative effects of the home businesses do not violate the approval criteria.

M. Building Codes. Fire inspections are required for day care providers, preschools, hair salons and other home businesses that the fire chief determines present elevated potential health and safety concerns. In these cases, the home business shall be conducted in areas of a home where the building department has issued a permit and performed the building inspections. All home businesses shall comply with the standards and requirements of the International Building Code or the International Residential Code and any requirements the chief building official and/or fire chief deem necessary to protect the health, safety, and welfare of the public.

N. Long-Term Storage. Long-term storage shall be permitted as a conditional use in agriculture and base density residential developments under the following circumstances:

1. Minimum lot size: two acres.

2. All storage units must be within a legal permitted enclosed structure that maintains the aesthetic qualities of the primary use of the property and the surrounding area.

3. Use must remain secondary to primary residential use of property.

4. The Community Development Director or his/her designee may limit hours of operation and/or total number of clients if necessary to protect the character of the neighborhood.

Please see attachment for violations and citations issued in relation to La Petite Grooming Salon.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission reviewed the La Petite Business License application at its October 13, 2020 meeting. The approved a ninety-

day business license with the following conditions:

1. No more than eight dogs are allowed on the premise at a time;
2. Boarding and daycare services are prohibited;
3. The building permit shall be resolved within ten business days; and
4. Any violation of these requirements will result in the immediate revocation of the business license.

ATTACHMENTS:

List of Citations, Notices of Violation, and Inspections
Timeline of City Interactions with La Petite Grooming Salon
Business License Application

Citations, Notices of Violations, and Compliance Inspections

8/30/2016 Code Enforcement responded to resident complaint. Only three dogs were on the premises and the building was clean and well kept.

10/11/2016 Utah County Sheriff's Office (UCSO) issued warning for dogs at large.

12/05/2018 Code Enforcement site visit; issued violation warning for excessive barking, boarding dogs, the number of dogs on the property, and no building permit on file for an accessory structure.

12/10/2018 Code Enforcement site visit; issued violation notice for excessive barking, boarding dogs, the number of dogs on the property, and no building permit on file for an accessory structure.

01/02/2019 Code Enforcement site visit; issued violation warning regarding the number of animals, the number of employees, feces and urine on the premises, and excessive barking.

01/03/2019 Code Enforcement site visit; issued violation warning regarding excessive number of dogs, boarding of dogs, barking, and feces and urine outside in front of the grooming building.

01/09/2019 Code Enforcement site visit; issued violation warning regarding number of employees, number of dogs on the premises, boarding dogs, and excessive barking.

01/24/2019 Code Enforcement site visit; issued violation warning regarding number of dogs, number of employees, boarding, and barking.

01/24/2019 UCSO issued verbal warning for barking dogs and kennel violations.

01/25/2019 UCSO issued citation for barking dogs and kennel violations. **DISMISSED.**

02/25/2019 UCSO issued citation for barking dogs. **DISMISSED.**

04/24/2019 UCSO issued citation for barking dogs. **DISMISSED.**

05/03/2019 UCSO responded to noise complaint. No citation issued.

06/23/2019 UCSO responded to noise complaint. No citation issued.

07/22/2019 Code Enforcement site visit; issued violation warning regarding number of dogs on site and the number of employees.

10/23/2019 Code Enforcement responded to complaint that La Petite was rinsing animal feces and urine into the natural wash; issued violation warning regarding no septic system in place for the business.

10/29/2019 Utah County Attorney issued violation for illegal wastewater disposal. *Septic system was installed and approved for use by the Utah County Health Department on 7/30/2020.*

12/11/2019 UCSO responded to noise complaint. No citation issued.

01/02/2020 Code Enforcement site visit; issued warning for number of dogs and excessive barking.

06/02/2020 UCSO issued citation for barking dogs. **DISMISSED.**

07/20/2020 Cedar Pass Ranch Board of Trustees sent notice to the City of La Petite Grooming Salon violations.

9/1/2020 Code Enforcement issued a cease and desist order for operating without a license.

Timeline of City Interactions with La Petite Grooming Salon

April 2015	Business License Issued. Maximum of 4 dogs allowed on property.
August 2016	Code Enforcement responded to complaint regarding odor, number of animals, and the general conditions of the business. Only three dogs were on the premises and the building was clean and well kept.
December 2018	Code Enforcement responded to noise complaint and issued violation notices for excessive barking, boarding dogs, and the number of dogs on the property. City found that no building permit was issued for the business structure; La Petite applied for a Building Permit.
January 2019	Code Enforcement issued violation notices regarding the number of animals, the number of employees, feces and urine on the premises, and excessive barking. UCSO responded twice to noise complaints; issued a verbal warning and a citation for excessive noise and odor. The citation was dismissed. La Petite stated they will request approval for 8 dogs, will add a sound barrier, and will move employee/family parking to the rear of the building.
February 2019	La Petite submitted engineering plans to the Building Department. Multiple noise complaints were received. The City issued violation warnings and the UCSO issued a citation for barking dogs. The citation was dismissed. La Petite committed to stop boarding, cut grooming hours, and install a sound barrier.
March 2019	La Petite failed building inspection.
April 2019	City Received noise complaints. The City issued violation warnings and the UCSO issued a citation for barking dogs. The citation was dismissed.
May 2019	UCSO responded to noise complaint. No citation was issued. City Council approved changes to EMMC 6.05 Animal Control.
June 2019	UCSO and Code Enforcement continued to respond to noise complaints. No citations were issued.
July 2019	Code Enforcement issued violation notice for the number of dogs on site and the number of employees. La Petite was told to submit corrections to engineering plans by 8/2/2019 and receive final inspection approval by 8/31/2019.
September 2019	La Petite failed multiple building inspections. Most recent failed re-final inspection was September 26, 2019.

October 2019 Code Enforcement responded to complaint that La Petite was rinsing animal feces and urine into the natural wash and found that the building did not have a septic system. Utah County Attorney issued violation for illegal wastewater disposal. La Petite applied for a short-term pet sitting license.

December 2019 La Petite continued working with the Utah County Health Department for approval on the septic system. Code Enforcement continued to receive noise complaints and worked with La Petite on resolutions.

January 2020 Code Enforcement continued to work with La Petite regarding noise and the number of dogs onsite.

June 2020 UCSO issued citation for barking dogs. The citation was dismissed.

July 2020 Utah County Health Department approved the use of the septic system at La Petite. City received notice from the Cedar Pass Ranch Board of Trustees regarding La Petite code violations.

August 2020 City notified La Petite that they did not have a business license and to contact the Recorder's Office.

September 2020 City issued a cease and desist order for operating without a license. La Petite applied for a business license for dog grooming. The application noted the business would groom 12-24 dogs a day, no more than two at a time, and the business would employ three people, including the owner. City notified La Petite that the business license application has been referred to the Planning Commission and the business is not licensed for operation.

October 2020 The Planning Commission approved a 90-day business license with the following conditions: 1. No more than eight dogs are allowed on the premise at a time; 2. Boarding and daycare services are prohibited; 3. The building permit shall be resolved within ten business days; and 4. Any violation of these requirements will result in the immediate revocation of the business license. La Petite obtained approval of the building permit within the ten-day time frame.

EAGLE MOUNTAIN

BUSINESS LICENSE APPLICATION

(801) 789-6634 • 1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005 •

OFFICE USE ONLY		UPDATED 02/2012
Application Received By: MM	Date: 9/8/2020	License #:
Amount Paid: 25.00	Receipt #:	☐ Cash ☐ Check ☒ Credit/Debit Card

SECTION I: BUSINESS & APPLICANT INFORMATION

Applicant Name: MIKE ZATT

Applicant Phone Number:

Business Name: LA PETITE GROOMING

(If the "Business Name" is other than EXACTLY the "Applicant Name" the business must be registered with the Department of Commerce and have both an "ENTITY #" & "RENEW BY DATE", see page 1 of the "Business License Application, paragraph #1, for more information)

Business Phone Number: 801-836-0665

This number will be published.

Business Address: 2510 E CEDAR DR. EAGLE MTN, UT, 84005

Fax Number:

Mailing Address:

Email Address: LAPETITEGROOMINGSALON@GMAIL.COM

Sales Tax Number:

Business Category:
☒ Services ☐ Dining ☐ Health & Medical ☐ Education ☐ Shopping ☐ Other _____

Web Address:

Department of Commerce Business Registration Number (AKA Entity #): SEE ATTACHED

"Renew by date":

☒ Home-Based Business ☐ Commercial Business

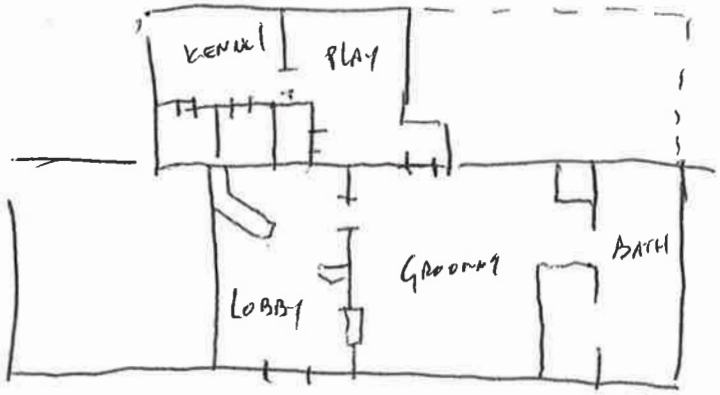
State Registration:
☐ Sole-Proprietor ☐ Corporation ☒ LLC ☐ LP ☐ LLP

SECTION II: DESCRIBE BUSINESS

DOG GROOMING

SECTION III: FLOOR PLAN / SITE PLAN

Home business license applicants: use the space below to draw your home floor plan where the office will be located, label the level of the house, (i.e. main floor, basement), the rooms and exits. Commercial business applications must include a site plan.



SECTION IV: ANSWER THE FOLLOWING QUESTIONS

1. What are the hours of operation? 9-6
2. Current number of employees including yourself: 3 *Estimated* future number of employees: _____
3. Will your business involve door to door sales? NO
4. Will you or anyone employed by you be working with minors? NO If yes, a background check is required for each employee or person(s) working with minors.
5. Will your business generate light, noise, or odors? YES
6. Is it necessary to have clients come to your home? YES. If yes, how many clients do you anticipate in a week? _____ day? 12-24 / 2-3 AM Max at a single time? 2
7. If applicable, will any equipment be stored at your home? NO If yes, this product must be stored in the home or garage or completely screened from view of neighbors and street. How will you meet this requirement? _____
8. If applicable, what is the total square footage of your home? 6,700 square footage occupied by business? 2,400
9. Will your home office / business be located in the basement? NO - SHOP

   If yes, was the basement or room in the basement completed with a building permit? _____ (see page 1 of the "Business License Application, paragraph #4, for more information).
10. Will your business create increased traffic demands? NO

SECTION V: SUPPORTING MATERIALS

1. **Fire Extinguishers.** Evidence of a number 5 class 2A 10BC fire extinguisher or the proper extinguisher required by the current Fire Code.
2. **Traffic Plans.** Home Business that will increase the traffic level in a neighborhood will be required to submit a reduced (11" x 17") traffic plan.
3. **Site Plan.** If applicable, a site plan of the business location.
4. **Professional License.** If applicable, a copy of a professional license. The Recorder's Office will inform you if your application requires a professional license.
5. **Background Check.** A background check is required when any business or employee thereof is dealing with minors. The applicant and any employee dealing with minors shall provide an "Authorization for a Background Check" form; a member of the Recorder's Office can get this form for you. The applicant is responsible to pay a $7.00 fee, required by the current consolidated fee schedule, for a background check.
6. **Fee.** The processing fee of $25.00 for a home office only, $75.00 for a home office requiring inspections, or $75.00 for a commercial business.

SECTION VI: VERIFICATION OF ACCURACY – ACKNOWLEDGEMENT OF RESPONSIBILITY

I, the undersigned, having authority to do so in behalf of the business applying hereon, do hereby agree to the condition of this application to conduct business in complete accordance with Eagle Mountain City ordinances and all County, State, and Federal regulations governing operation of such business. I acknowledge that *this is not a business license*, but is an application for such; operating without a license may result in penalty fees. Approval or denial of this application is based on accurate, complete information provided and reviews/inspection performed, as required.

Signature of Authorized Business Agent/Owner: _____ Date: 9/8/20

SECTION VII: ACKNOWLEDGEMENT OF PUBLIC INFORMATION

I, the undersigned, do hereby acknowledge that the information contained in this application is public information.

Signature of Authorized Business Agent/Owner: _____ Date: 9/8/20

HOME BUSINESS PERFORMANCE STANDARDS CHECKLIST

- **17.65.060 A. Floor Area.** A Home Business shall not occupy more than (1/3) of the total floor area of dwellings. Exception may be granted for daycares, preschools, and businesses that offer instruction classes.
- **17.65.060 B. Employees.** Home Businesses shall have no more than one (1) on-premise employee who is not a member of the resident family or household.
- **17.65.060 C. Parking.** Home Businesses shall provide adequate parking (which may include both on-street and off-street parking) to be determined by the Planning Director, License Official, designee, or Planning Commission. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view.
- **17.65.060 D. Outdoor Storage.** Outdoor storage associated with a Home Business shall be subject to the same performance standards governing other outdoor storage on residential lots.
- **17.65.060 E. Outdoor Activity.** All Home Business activity, except passive storage, shall be carried out within the home or an accessory building and shall not be observable by the general public or from the street in front of the residence, unless specifically approved in the Home Business license for such activities as outdoor play time for preschools or daycare centers. Garage doors shall remain closed while business activity is conducted therein.
- **17.65.060 F. Hours of Operation.** Home Businesses that receive customers, clients, or students shall operate only between 7:00 a.m. and 9:00 p.m.
- **17.65.060 G. Hazardous Materials.** No Home Business shall use hazardous materials or generate hazardous wastes that increase the danger of fire or cause fumes or odors that may constitute a nuisance or pose a danger to neighboring residents. Home Businesses are subject to inspection for compliance with the International Fire Code.
- **17.65.060 H. Noise and Light.** All Home Businesses shall comply with the City's noise ordinance. Home Businesses are prohibited from generating or projecting light that is objectionable or potentially harmful to other residents.
- **17.65.060 I. Exterior Appearance.** No Home Business shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. The property from which a Home Business is constructed must be in full compliance with all other City laws, codes and ordinances.
- **17.65.060 J. Retail Sales.** Home Businesses are not to be established solely for the sale of merchandise (except for greenhouses or internet- and mail order-based Home Businesses). Service-related Home Businesses may conduct incidental retail sales provided that the sales do not increase traffic.
- **17.65.060 K. Traffic Generation.** Traffic generation for Home Businesses shall not exceed twelve (12) clients per hour and twenty-four (24) per day.
- **17.65.060 L. Multiple Home Business Licenses.** More than one home business license may be issued for a residence; provided, that the home businesses or the accumulative effects of the home businesses do not violate the approval criteria.
- **17.65.060 M. Building Codes.** Building inspections are required for Day Care providers, preschools, hair salons and other Home Businesses that the Building Official determines present elevated potential health and safety concerns. In these cases the Home Business shall be conducted in areas of a home where the Building Department has issued a permit and performed the building inspections. All Home Businesses shall comply with the standards and requirements of the International Building Code and any requirements the Chief Building Official and/or Fire Chief deem necessary to protect the health, safety, and welfare of the public.
- **17.65.070 Prohibited Home Businesses.** Automobile-related businesses such as auto repair, body, and painting; retail or wholesale sales that are not incidental to the Home Business (except for point of sale that is not conducted at the home); engine repair; metal fabrication or assembly shops, sexually oriented businesses and health care businesses (not including massage therapists, chiropractors, psychiatrists, or orthodontists).

I have read the above Home Business standards from Chapter 17.65 of the Municipal Code, and I understand and will comply with the Home Business Chapter. Any violation(s) of this ordinance can result in the revoking of my Home Business License.

Applicant's Printed Name: Mike Izatt

Applicant's Signature: [signature]

Date: 9/8/20

Unified Fire Authority

Fire Prevention Bureau

HOME BUSINESS - SELF FIRE INSPECTION

This form is to be completed by the business owner. All of the information contained in this report is considered applicable unless otherwise specified. For questions - Contact the UFA Area Fire Marshal at 801-824-3719

Business Name: LA PETITE Grooming Salon

Business Address: 950 E CEDAR DR

Business Owner: Mike Watt

Phone Number: 801-836-0665

Check the most applicable answer to all questions:

	REQUIREMENTS	WHAT TO INSPECT	COMPLIANCE
1.	**Address**	**Address numbers shall be a minimum of 4" in height and visible from street.**	YES Ø NO O
2.	**Exits/ Hallways**	**Exit doors shall be operable and remain clear and free of obstructions: (Boxes, storage, deliveries, etc.)**	YES Ø NO O
3.	**Fire Extinguishers**	**One 5lb Commercial, "2A10BC" rated, "serviceable-type" (metal head and neck) extinguisher required. Mount in a readily accessible area of the home. Extinguisher is required to have an annual inspection and must be tagged by a certified service technician.**	YES Ø NO O
4.	**Storage**	**Maintain 36" clearance around all electrical panels, furnace, water heater or any fuel-fired appliances.**	YES Ø NO O
5.	**Hazardous Materials**	**Use or storage of flammable or combustible liquids in large quantities? Use or storage of hazardous materials? (If answer to either of these questions is yes - a fire department inspection shall be required. Contact the area fire marshal)**	YES O NO Ø
6.	**Electrical**	**Extension cords cannot be used in place of permanent wiring. Small electrical appliances should be plugged into surge protectors. Open slots in an electrical panel shall have approved cover placed in open slot. All receptacles and switches shall have approved covers installed.**	YES Ø NO O
7.	**Smoke Detectors / CO Detector**	**At least one smoke detector is required on each level of the home. One CO detector or combination smoke / CO detector is required. Test monthly and replace batteries as needed.**	YES Ø NO O
8.	**Space Heaters**	**Shall be UL Listed and kept clear off all combustibles.**	YES Ø NO O

I hereby certify that the information is true and correct to the best of my knowledge.

Business Owner Mike Watt (Print Name) Signature _____ 9/8/20 (Date)

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning a Portion of Land on Campus Drive to Commercial Community.
ITEM TYPE:	Rezone
FISCAL IMPACT:	
APPLICANT:	Darren Gillespie (Eagle Mountain Counseling)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	N/A	0.81 acres	The Ranches

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the applications for a commercial site plan and rezone to Commercial Community, for the reasons set forth in the staff report and in the meeting, with the following condition:

1. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K)).

BACKGROUND:
The applicant is seeking to build a professional office building on about 0.81 acres of undeveloped land on the south side of Campus Drive (3714 E Campus Drive). The site plan includes the details for an about 8,000 square foot building at the rear of the property with 41 parking spaces (two of which to be ADA-accessible). The property backs onto a golf course; the plans include screening along the back property line to protect the property from stray golf balls.

The subject property is part of The Ranches and was identified for commercial use through the master development plan and agreement. That agreement has since expired and the vested rights no longer carry. The City has been evaluating rezoning commercial properties in The Ranches to the current commercial zone code in order to

secure those development rights. At present, staff has recommended that this property be rezoned to Commercial Community. This application includes a rezone request to Commercial Community, in line with staff's recommendation. The property is also identified in the General Plan's Future Land Use Map with a Community Commercial land use designation.

ITEMS FOR CONSIDERATION:

REZONE REQUEST

The application includes a request to rezone the property to Commercial Community (CC). The General Plan's Future Land Use Map gives the property the Community Commercial land use designation. The CC zone is an appropriate zone for that particular land use designation.

ACCESS (EMMC 17.100.050(C))

The site plan includes access to the property from E Campus Drive utilizing an existing curb cut. This access is about 25 feet in width which does not exceed the 40-foot maximum allowed. Additionally, access is provided through the parking lot to the property to the east.

MECHANICAL EQUIPMENT (EMMC 17.100.060(A))

Although not noted in the plans, the mechanical equipment must be screened or located in a way so that its not visible from a roadway.

BUILDING LIGHTING (EMMC 17.100.060(C))

The exterior lighting is fully-shielded and the photometric plan demonstrates that the light does not extend beyond the property.

TRASH ENCLOSURE (EMMC 17.100.060(D))

The trash enclosure includes a solid wall of about 6 feet in height with a stone veneer to match the building. It is located at the rear of the property to the northeast of the proposed building.

EXTERIOR MATERIALS (EMMC 17.100.060(E))

The building facade includes brown/tan cement fiber board (vertical

siding) and a light grey stone veneer for the base and entry areas. The primary roof is proposed with dark asphalt shingles while the roof at the entries, dormers, and top ridge line is proposed as a brown metal standing seam roof.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)
City code recommends that commercial buildings should be similar in style to adjacent buildings. The plans reviewed by the Planning Commission call for similar materials, but in a different color palette to the adjacent buildings which are primarily red/brown/tan. Each face of the building includes horizontal articulation to emphasize entry points to the building. Vertical articulation is achieved through the mix of facade materials. The architectural plans also include the required architectural details for commercial buildings including decorative trim/moldings, decorative doors and windows, and decorative roof treatment. Revised colored elevations have been provided that include small dormers on the building front and back to break up the expanse of roof as well as an updated color scheme (original elevations are also provided in the report for comparison).

PARKING LOT LIGHTING (EMMC 17.100.060(G))
The plans call for pole-mounted lighting using a decorative/historic design. The pole, base, and light fixture mimic the existing parking lot lighting used on the adjoining lot to the northeast (Direct Communications).

BUILDING ORIENTATION & PARKING LOCATION (EMMC 17.72.030(A) & (B))
The proposed building is sited at the rear of the property with the parking lot at the front. City code states that "[b]uildings should be located at or near the minimum front setback line... Parking should be located to the side or rear of the commercial building." The property directly to the west has its building sited at the rear of the lot with the parking lot at the front. The applicant would prefer the siting as demonstrated in the submitted plans as the location will help to improve safety of pedestrians and vehicles on the property from stray golf balls from the adjacent golf course.

PROPERTY SAFETY
Due to the property's proximity to the golf course, the plans call for netting along the eastern side of the property similar in style and size to the netting used on the adjacent commercial property to the east. The outdoor patio space at the rear of the building also includes decorative stretched fabric overhead for additional protection.

REQUIRED FINDINGS:
Rezone approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a rezone request can be found in EMMC 17.90.060.

Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.080.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on October 13, 2020, to review the applications.

The Planning Commission unanimously voted to recommend approval of the rezone request to Commercial Community.

The Planning Commission unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color (EMMC 17.72.040(A) & (G))
2. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K))
3. That the applicant work with the staff to address compliance regarding:
    a. Roof design (EMMC 17.72.040(C))
    a. Building articulation (EMMC 17.72.040(D))
    b. Architectural detailing elements (EMMC 17.72.040(E))

ATTACHMENTS:

ORD--C Jay Properties Rezone

Rezone Exhibits

ORDINANCE NO. O-____-2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING A PORTION OF LAND ON CAMPUS DRIVE TO COMMERCIAL COMMUNITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to rezone a portion of land on Campus Drive to Commercial Community, as set forth more specifically on Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the rezoning a portion of land on Campus Drive to Commercial Community, as set forth on Exhibit A.

2. The lands depicted and described on Exhibit A are hereby rezoned to the uses as set forth more specifically on Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

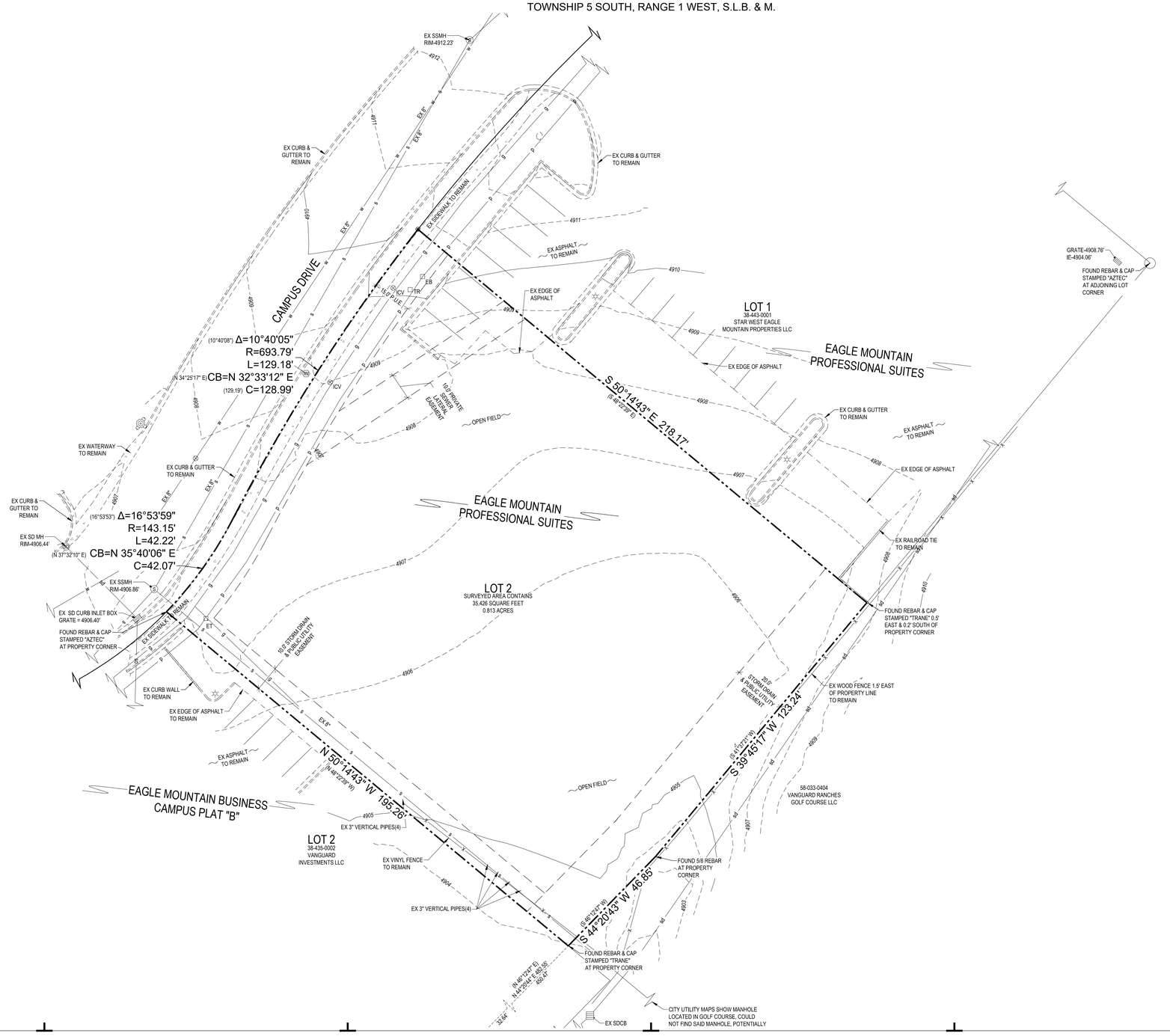
Posted to City bulletin boards on _____by_____.

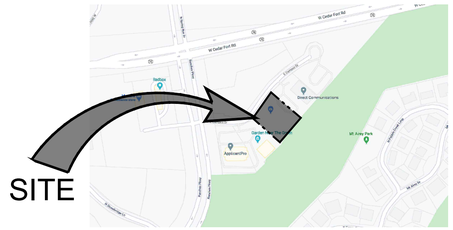
Exhibit A

C. JAY PROPOERTIES BUILDING

REZONING EXHIBIT - EXISTING CONDITIONS

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.





VICINITY MAP
SCALE: N.T.S.

LEGAL DESCRIPTION

COMMENCING NORTH 395.94 FEET AND WEST 289.11 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 56°56'02" WEST 33.3 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 60°24'26" WEST 140.45 FEET; RADIUS=275 FEET) ARC LENGTH=142.02 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 57°31'04" WEST 288.59 FEET, RADIUS=475 FEET) ARC LENGTH=293.22 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 46°06'25" WEST 66.44 FEET, RADIUS = 304 FEET) ARC LENGTH = 66.57 FEET; THENCE NORTH 08°43'19" WEST 82.71 FEET; THENCE SOUTH 87°02'05" EAST 563.17 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 17°38'28" WEST 358.04 FEET, RADIUS = 397 FEET) ARC LENGTH = 371.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM:

BEGINNING AT A POINT WHICH IS NORTH 482.52 FEET AND WEST 435.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

RUNNING THENCE ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 3.60 FEET (CURVE HAS A CENTRAL ANGLE OF 00°45'01" AND A CHORD THAT BEARS NORTH 74°49'39" WEST 3.60 FEET); THENCE ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT OF 293.23 FEET (CURVE HAS A CENTRAL ANGLE OF 35°22'11" AND A CHORD THAT BEARS NORTH 57°31'04" WEST 288.59 FEET); THENCE ALONG THE ARC OF A 304 FOOT RADIUS CURVE TO THE LEFT 66.64 FEET (CURVE HAS A CENTRAL ANGLE OF 12°33'34" AND A CHORD THAT BEARS NORTH 46°06'45" WEST 66.50 FEET); THENCE NORTH 08°43'19" WEST 82.68 FEET; THENCE SOUTH 87°02'05" EAST 348.13 FEET; THENCE SOUTH 02°42'23" WEST 87.34 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 38.53 FEET (CURVE HAS A CENTRAL ANGLE OF 08°49'53" AND A CHORD THAT BEARS SOUTH 07°07'19" WEST 38.50 FEET); THENCE SOUTH 11°32'16" WEST 111.40 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 9.73 FEET (CURVE HAS A CENTRAL ANGLE OF 05°34'29" AND A CHORD THAT BEARS SOUTH 14°19'30" WEST 9.73 FEET); THENCE SOUTH 17°06'45" WEST 22.74 FEET TO THE POINT OF BEGINNING.

DEVELOPER & CLIENT INFO

DEVELOPER: INTERIOR DEVELOPMENT, INC
CONTACT: KURT DEHARD
8283 SOUTH 4300 WEST
WEST JORDAN, UTAH 84088
PHONE: 801-432-7895
EMAIL: KURT.IDI@GMAIL.COM

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8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

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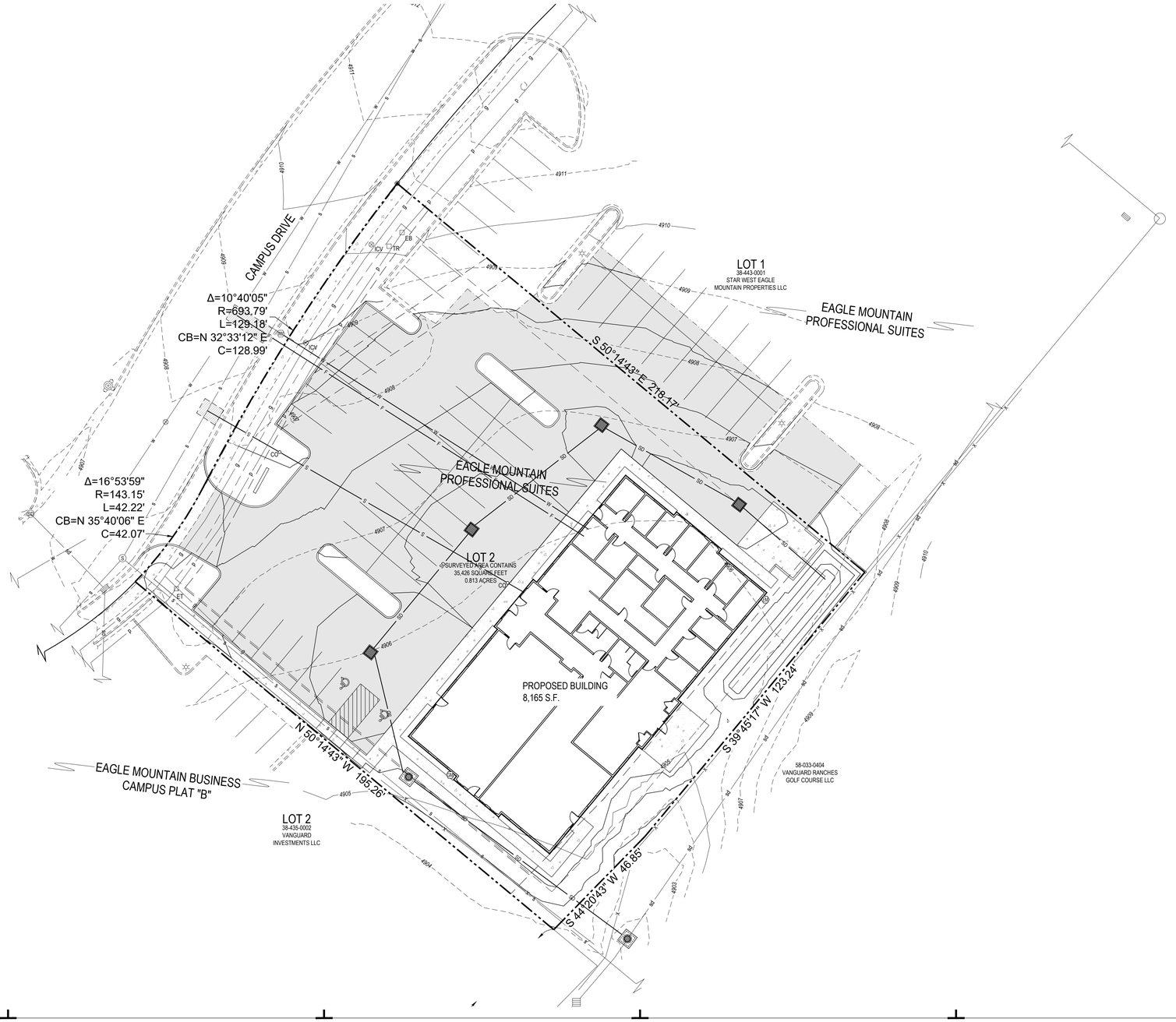
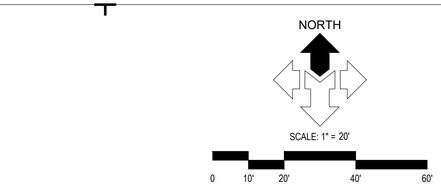
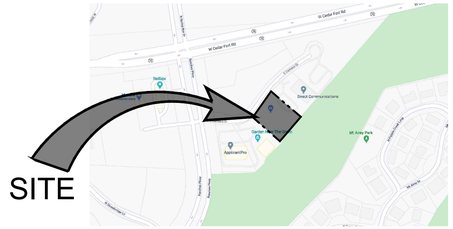
C. JAY PROPOERTIES BUILDING

REZONING EXHIBIT - PLANNED CONDITIONS

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.







VICINITY MAP
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LESS AND EXCEPTING THEREFROM:

BEGINNING AT A POINT WHICH IS NORTH 482.52 FEET AND WEST 435.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

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PROPOSED USE

THE PROPOSED USE FOR THE SUBJECT PROPERTY WITH THIS SUBMITTAL IS TO BUILD A PROFESSIONAL OFFICE BUILDING THAT WILL HOUSE A DENTAL PRACTICE AND POSSIBLY OTHER SMALL PROFESSIONAL OFFICE TYPE BUSINESSES AS WELL ALONG WITH A PARKING LOT ADJACENT TO THAT BUILDING TO SERVE IT. THIS PROPOSED USE WOULD BE VERY SIMILAR TO THE CURRENT USE OF THE ADJACENT LOTS TO THE SUBJECT PROPERTY WHICH CURRENTLY HAVE PROFESSIONAL OFFICE TYPE BUILDINGS AND PARKING LOTS TO SERVE THEM. ADJACENT TO THE NORTHEAST IS EAGLE MOUNTAIN PROFESSIONAL SUITES AND ADJACENT TO THE SOUTHWEST IS EAGLE MOUNTAIN BUSINESS CAMPUS PLAT B.

GENERAL DESCRIPTION

THE PROPOSED PROFESSIONAL OFFICE BUILDING AS SHOWN WOULD HAVE A FOOTPRING OF 8,165 SQUARE FEET, PAVED PARKING LOT OF 17,575 SQUARE FEET AND 9,686 SQUARE FEET LANDSCAPING AROUND THE PARKING LOT AND BUILDING SITTING ON A LOT THAT IS 35,426 SQUARE FEET. THE SUBJECT LOT IS CURRENTLY ONE THAT IS REQUIRED TO GO THROUGH THE CITY REZONING PROCESS. THE CURRENT ZONING FOR THIS LOT HAS EXPIRED AND THE PROPOSED ZONE IS COMMERCIAL COMMUNITY (CC).

DEVELOPER & CLIENT INFO

DEVELOPER: INTERIOR DEVELOPMENT, INC
CONTACT: KURT DEHARD
8283 SOUTH 4300 WEST
WEST JORDAN, UTAH 84088
PHONE: 801-432-7895
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Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	MOTION - C Jay Properties Building Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	
APPLICANT:	Darren Gillespie (Eagle Mountain Counseling)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	N/A	0.81 acres	The Ranches

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the site plan, for the reasons set forth in the staff report and in the meeting, with the following condition:

1. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K)).

BACKGROUND:
The applicant is seeking to build a professional office building on about 0.81 acres of undeveloped land on the south side of E Campus Drive (3714 E Campus Drive). The site plan includes the details for an about 8,000 square foot building at the rear of the property with 41 parking spaces (two of which to be ADA-accessible). The property backs onto a golf course; the plans include screening along the back property line to protect the property from stray golf balls.

ITEMS FOR CONSIDERATION:
ACCESS (EMMC 17.100.050(C))
The site plan includes access to the property from E Campus Drive utilizing an existing curb cut. This access is about 25 feet in width which does not exceed the 40-foot maximum allowed. Additionally, access is provided through the parking lot to the property to the east.

MECHANICAL EQUIPMENT (EMMC 17.100.060(A))
Although not noted in the plans, the mechanical equipment must be screened or located in a way so that its not visible from a roadway.

BUILDING LIGHTING (EMMC 17.100.060(C))
The exterior lighting is fully-shielded and the photometric plan demonstrates that the light does not extend beyond the property.

TRASH ENCLOSURE (EMMC 17.100.060(D))
The trash enclosure includes a solid wall of about 6 feet in height with a stone veneer to match the building. It is located at the rear of the property to the northeast of the proposed building.

EXTERIOR MATERIALS (EMMC 17.100.060(E))
The building facade includes brown/tan cement fiber board (vertical siding) and a light grey stone veneer for the base and entry areas. The primary roof is proposed with dark asphalt shingles while the roof at the entries, dormers, and top ridge line is proposed as a brown metal standing seam roof.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)
City code recommends that commercial buildings should be similar in style to adjacent buildings. The plans reviewed by the Planning Commission call for similar materials, but in a different color palette to the adjacent buildings which are primarily red/brown/tan. Each face of the building includes horizontal articulation to emphasize entry points to the building. Vertical articulation is achieved through the mix of facade materials. The architectural plans also include the required architectural details for commercial buildings including decorative trim/moldings, decorative doors and windows, and decorative roof treatment. Revised colored elevations have been provided that include small dormers on the building front and back to break up the expanse of roof as well as an updated color scheme (original elevations are also provided in the report for comparison).

PARKING LOT LIGHTING (EMMC 17.100.060(G))
The plans call for pole-mounted lighting using a decorative/historic design. The pole, base, and light fixture mimic the existing parking lot lighting used on the adjoining lot to the northeast (Direct Communications).

BUILDING ORIENTATION & PARKING LOCATION (EMMC 17.72.030(A) & (B))
The proposed building is sited at the rear of the property with the parking lot at the front. City code states that "[b]uildings should be located at or near the minimum front setback line... Parking should be located to the side or rear of the commercial building." The property directly to the west has its building sited at the rear of the lot with the parking lot at the front. The applicant would prefer the siting as demonstrated in the submitted plans as the location will help to improve safety of pedestrians and vehicles on the property from stray golf balls from the adjacent golf course.

PROPERTY SAFETY
Due to the property's proximity to the golf course, the plans call for netting along the eastern side of the property similar in style and size to the netting used on the adjacent commercial property to the east. The outdoor patio space at the rear of the building also includes decorative stretched fabric overhead for additional protection.

REQUIRED FINDINGS:
Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.080.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on October 13, 2020, to review the applications.

The Planning Commission unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color (EMMC 17.72.040(A) & (G))
2. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K))
3. That the applicant work with the staff to address compliance regarding:
    a. Roof design (EMMC 17.72.040(C))
    b. Building articulation (EMMC 17.72.040(D))
    c. Architectural detailing elements (EMMC 17.72.040(E))

ATTACHMENTS:

Site and Construction Plans
Building Location Option Review
Colored Elevations (original)
Colored Elevations (revised)
Colored Renderings
Floor Plan
Landscape Plan
Photometric Plan
Property Screening
Parking Lot Light Spec
Building Exterior Lighting Spec

C. JAY PROPOERTIES BUILDING

CONSTRUCTION PLANS

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.



NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'



VICINITY MAP
SCALE: N.T.S.

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ALL WORK AND MATERIALS FOR WATER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST CONFORM TO APWA STANDARDS AND SPECIFICATIONS

DEVELOPER & CLIENT INFO

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GENERAL NOTES

1.1 COMPLIANCE

1. ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, ADA ACCESSIBILITY GUIDELINES.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

1.2 PERMITTING AND INSPECTIONS

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE, CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

1.3 COORDINATION & VERIFICATION

1. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
3. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO: LANDSCAPE PLANS, SITE ELECTRICAL SITE LIGHTING PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S), MECHANICAL PLANS FOR LOCATION OF SERVICES TO THE BUILDING(S), INCLUDING FIRE PROTECTION, ARCHITECTURAL SITE PLAN FOR DIMENSIONS, ACCESSIBLE ROUTES, ETC., NOT SHOWN ON CIVIL PLANS.
4. CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

1.4 SAFETY AND PROTECTION

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION,
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
8. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
10. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
11. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
13. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURE TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

1.5 MATERIALS

1. SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR - 1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. -SEE SPECIFICATION
   A. SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
   B. CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED (1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
   C. UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
   D. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) SUBGRADE.
   E. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
   F. ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT (SEE SPECIFICATION).
2. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 8" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE. -SEE SPECIFICATIONS, AND DETAIL 'D1' SHEET C5.01
   A. ASPHALT COMPACTION SHALL BE A MINIMUM 96% (MARSHALL DESIGN).
   B. SURFACE COARSE SHALL BE ½ " MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
   C. AC PAVEMENT TO BE A ¼" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
   D. THICKNESSES OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

1.6 GRADING / SOILS

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
3. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
4. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
5. SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
6. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

GENERAL NOTES: CONTINUED

1.7 UTILITIES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
3. CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWEST POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD, PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
5. CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
6. SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
7. STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
8. ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
9. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
10. NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
11. ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

1.8 SURVEY CONTROL

1. CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
3. CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

1.9 AMERICAN DISABILITIES ACT

1. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
   *ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM CROSS SLOPE.
   *ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
   *RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.
2. ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

LEGEND

NEW	EXISTING	
		MONUMENT LINE
		CENTER LINE
		SUBJECT PROPERTY LINE
		ADJACENT PROPERTY LINE
		EASEMENT LINE
		DITCH FLOWLINE
X	X	FENCE LINE
ATMS	atms	ATMS CABLE
TV	tv	CABLE TV LINE
C	c	COMMUNICATIONS LINE
FO	fo	FIBER-OPTIC CABLE
F	f	FIRE LINE
IRR	irr	IRRIGATION LINE
G	g	NATURAL GAS LINE
OHC	ohc	OVERHEAD COMMUNICATIONS
OHP	ohp	OVERHEAD POWER LINE
OHT	oht	OVERHEAD TELEPHONE LINE
OHTV	ohtv	OVERHEAD TELEVISION LINE
P	p	POWER LINE
P/C	p/c	POWER/COMMUNICATIONS LINE
P/T	p/t	POWER/TELEPHONE LINE
P/T/C	p/t/c	POWER/TELE/COMM LINE
RD	rd	ROOF DRAIN LINE
SW	sw	SECONDARY WATER LINE
S	s	SANITARY SEWER LINE
ST	st	STEAM LINE
SD	sd	STORM DRAIN LINE
T	t	TELEPHONE LINE
T/C	t/c	TELEPHONE/COMM LINE
UD	ud	UNDERDRAIN
UGC	ugc	UNDERGROUND COMMUNICATIONS
UGP	ugp	UNDERGROUND POWER LINE
UGT	ugt	UNDERGROUND TELEPHONE LINE
UGTV	ugtv	UNDERGROUND TELEVISION
W	w	WATER LINE
72	4572	CONTOUR LINE
		CURB & GUTTER (STD)
		CURB & GUTTER (OUTFALL)

NEW	EXISTING	
		SECTION CORNER (FOUND)
		SECTION CORNER (NOT FOUND)
		STREET MONUMENT
		BRASS CAP MONUMENT
		POWER POLE
		UTILITY POLE
GUY	GUY	GUY ANCHOR
TRANS	TRANS	POWER TRANSFORMER
		TRAFFIC SIGNAL CABINET
		LIGHT POLE
TR	TR	TELEPHONE RISER
		TELEPHONE MANHOLE
		TRAFFIC SIGNAL BOX
		WATER MANHOLE
		WATER VALVE
		WATER METER
		FIRE HYDRANT
		SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEANOUT
		STORM DRAIN MANHOLE
		STORM DRAIN CURB INLET
		STORM DRAIN CATCH BASIN
		STORM DRAIN CLEANOUT
		STORM DRAIN COMBO BOX
MB	MB	MAILBOX
		SIGN
		FLOW DIRECTION
44.00 TOC	44.00 EX TOC	SPOT ELEVATION
		CONIFEROUS TREE
		DECIDUOUS TREE

ABBREVIATIONS

AC	ACRE	DIP	DUCTILE IRON PIPE	GM	GAS METER	PCC	POINT OF COMPOUND CURVE
ADA	AMERICANS WITH DISABILITIES ACT	DTREE	DECIDUOUS TREE	GMH	GAS MANHOLE	PI	POINT OF INTERSECTION
ATMS	ADVANCED TRAFFIC MGMT. SYSTEM	DYL	DOUBLE YELLOW LINE	GUY	GUY WIRE	PM	PARKING METER
B&C	BAR & CAP	E	EAST	GV	GAS VALVE	PP	POWER POLE
BC	BUILDING CORNER	EB	ELECTRIC BOX	HDPE	HIGH DENSITY POLYETHYLENE	PRC	POINT OF REVERSE CURVE
BFG	BOTTOM FINISH GRADE	EGL	ENERGY GRADE LINE	HG	HEADGATE	PRK	PARKING STRIPE
BLUE	BLUE STAKED ELECTRIC	ELEV	ELEVATION	HGL	HYDRAULIC GRADE LINE	POC	POINT OF CONNECTION
BLUFO	BLUE STAKED FIBER OPTIC	EM	ELECTRIC METER	HP	HIGH POINT	PT	POINT OF TANGENCY
BLUG	BLUE STAKED NATURAL GAS	EMH	ELECTRIC MANHOLE	HW	HEADWALL or HIGH WATER	PWR	POWER
BLUIRR	BLUE STAKED IRRIGATION	EOA	EDGE OF ASPHALT	HWY	HIGHWAY	PVC	POLYVINYL CHLORIDE PIPE
BLUSD	BLUE STAKED STORM DRAIN	EOC	EDGE OF CONCRETE	ICO	IRRIGATION CLEANOUT	R	RANGE
BLUSS	BLUE STAKED SANITARY SEWER	EOG	EDGE OF GRAVEL	ICV	IRRIGATION CONTROL VALVE	RCP	REINFORCED CONCRETE PIPE
BLUT	BLUE STAKED TELEPHONE	EOL	EDGE OF LAWN	IE	INVERT ELEVATION	RD	ROOF DRAIN
BLUW	BLUE STAKED WATER	EX or EXIST	EXISTING	IRR	IRRIGATION	REV	REVISION
BM	BENCHMARK	F	FIRE	LF	LINEAR FEET	ROW	RIGHT-OF-WAY
BOF	BOTTOM OF FOOTING	FC	FOUNDATION CORNER	LIP	LIP OF GUTTER	RR	RAILROAD
BOB	BOTTOM OF BOX	FD	FOUND or FOUNDATION DRAIN	LP	LOW POINT or LIGHT POLE	S	SOUTH
BOL	BOLLARD	FDC	FIRE DEPT. CONNECTION	MAX	MAXIMUM	SAD	SEE ARCHITECTURAL DRAWINGS
BOT	BOTTOM	FDMN	FOUND MONUMENT	MIN	MINIMUM	SD	STORM DRAIN
BOV	BLOW-OFF VALVE	FDSC	FOUND SECTION CORNER	MON	MONUMENT	SDCB	STORM DRAIN CATCH BASIN
BOW	BACK OF WALK	FFE	FINISHED FLOOR ELEVATION	MP	METAL PIPE	SDCO	STORM DRAIN CLEOUNOUT BOX
BW	FINISH GRADE AT BOTTOM OF WALL	FG	FINISHED GRADE	MW	MONITORING WELL	SDMH	STORM DRAIN MANHOLE
℄	CENTERLINE	FH	FIRE HYDRANT	N	NORTH	SEC	SECTION
CATV	CABLE TELEVISION	FL	FLOW LINE	NG	NATURAL GROUND	SPECS	SPECIFICATIONS
CBR	CONCRETE BARRIER	FNC	FENCE	NGRET	NG AT RETAINING WALL	SLB&M	SALT LAKE BASE & MERIDIAN
CC	CURB CUT	FNCCL	CHAIN LINK FENCE	NR	NAIL & RIBBON	SQ	SQUARE
COL	COLUMN	FNCIRN	IRON FENCE	NW	NAIL & WASHER	SQFT	SQUARE FEET
COMM	COMMUNICATIONS	FNCVYL	VINYL FENCE	NTS	NOT TO SCALE	SQYD	SQUARE YARD
CONC	CONCRETE	FNCWD	WOOD FENCE	OG	ORIGINAL GROUND	SS	SANITARY SEWER
CONST	CONSTRUCTION	FNCWR	WIRE FENCE	OH	OVERHANG	SSCO	SANITARY SEWER CLEANOUT
CMP	CORRUGATED METAL PIPE	FO	FIBER OPTIC	OHC	OVERHEAD COMMUNICATIONS	SSMH	SANITARY SEWER MANHOLE
CP	CONTROL POINT	FOW	FRONT OF WALK	OHP	OVERHEAD POWER	ST	STEAM
CTREE	CONIFEROUS TREE	FT	FEET	OHT	OVERHEAD TELEPHONE	STA	STATION
CUFT	CUBIC FOOT	G	NATURAL GAS	OHTV	OVERHEAD TELEVISION	STD	STANDARD
CUYD	CUBIC YARD	GAR	GARAGE	℄	PROPERTY LINE	STM	STORM
DEL	DELINEATOR	GB	GRADE BREAK	PB	POWER BOX	SYL	SOLID YELLOW LINE
DIA or Ø	DIAMETER	GL	GROUND LIGHT	PC	POINT OF CURVATURE	SWL	SOLID WHITE LINE

T	TOWNSHIP		
TBC	TOP BACK OF CURB		
TELE	TELEPHONE		
TFC	TOP FACE OF CURB		
TFG	TOP FINISH GRADE		
TL	TREE LINE		
TMH	TELEPHONE MANHOLE		
TOA	TOP OF ASPHALT		
TOC	TOP OF CONCRETE		
TOF	TOP OF FOOTING		
TOG	TOP OF GRATE		
TOE	TOE OF SLOPE		
TOP	TOP OF SLOPE or TOP OF PIPE		
TOW	TOP OF WALL		
TR	TELEPHONE RISER		
TV	TELEVISION		
TW	FINISH GRADE AT TOP OF WALL		
TRANS	TRANSFORMER		
TSP	TRAFFIC SIGNAL POLE		
TSB	TRAFFIC SIGNAL BOX		
UD	UNDERDRAIN		
UGC	UNDERGROUND COMMUNICATIONS		
UGP	UNDERGROUND POWER		
UGT	UNDERGROUND TELEPHONE		
UGTV	UNDERGROUND TELEVISION		
U.N.O.	UNLESS NOTED OTHERWISE		
UP	UTILITY POLE		
VCP	VITRIFIED CLAY PIPE		
VP	VERTICAL PIPE		
W	WEST or WATER		
WM	WATER METER		
WMH	WATER MANHOLE		
WS	WATER SURFACE		
WTR	WATER		
WV	WATER VALVE		
WW	WATERWAY		

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C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: DJC
CHECKED BY: RJP
DATE: 09-29-2020

GENERAL NOTES, LEGEND AND ABBREVIATIONS

C0.01

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NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

DESCRIPTION	AREA	%
HARDSCAPE	17,575 SQFT	50%
LANDSCAPE	9,686 SQFT	27%
BUILDINGS	8,165 SQFT	23%
TOTAL	35,426 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. ASPHALT T-PATCH, PER APWA PLAN NO. 255.
3. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
4. CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
5. CONCRETE OPEN DRIVE APPROACH, PER APWA PLAN NO. 225.
6. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
7. INTEGRAL WALK AND CURB. SEE DETAIL 'C3', SHEET C5.01.
8. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
9. ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
10. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
11. PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
12. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
13. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
14. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
15. PROPOSED NEW BUILDING, SEE ARCHITECTUAL PLANS.
16. MONUMENT SIGN. SEE ELECTRICAL PLAN FOR POWER CONNECTION AND WIRING.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

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C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

HORIZONTAL CONTROL PLAN

C1.01

Blue Stakes of UTAH811 Bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT (IF AVAILABLE). THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS SHOWN ON SHEET C3.01 SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

ALL ELEVATIONS SHOWN AT TOP AND BOTTOM OF WALL(S), IF ANY, ARE ELEVATIONS AT FINISH GRADE, UNLESS OTHERWISE NOTED.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN.
2. STORM DRAIN CATCH BASIN WITH HEAVY DUTY BICYCLE SAFE GRATE.
3. STORM DRAIN CLEANOUT BOX.
4. 18" DIAMETER HDPE STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
5. 15" DIAMETER RCP STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
6. 4' x 4' OUTLET CONTROL STRUCTURE WITH ORIFICE AND OVERFLOW WEIR. SEE DETAIL 'A5', SHEET C5.01 AND DETENTION CALCULATIONS. HIGH WATER / OVERFLOW = 4905.75', ORIFICE SIZE = 2.0" Ø

COMMON GRADING ABBREVIATIONS:

SEE SHEET C0.01 FOR ADDITIONAL ABBREVIATIONS

- BFE	BASEMENT FLOOR ELEVATION
- BW	FINISH GRADE AT BOTTOM OF WALL
- EX or EXIST	EXISTING
- EOA	EDGE OF ASPHALT
- EOC	EDGE OF CONCRETE
- FFE	FINISH FLOOR ELEVATION
- FG	FINISH GRADE
- FL	FLOW LINE
- GB	GRADE BREAK
- HP	HIGH POINT
- LP	LOW POINT
- NG	NATURAL GROUND
- SDCB	STORM DRAIN CATCH BASIN
- SDCO	STORM DRAIN CLEANOUT BOX
- SDDB	STORM DRAIN DRAIN BASIN
- SDMH	STORM DRAIN MANHOLE
- TBC	TOP BACK OF CURB
- TOA	TOP OF ASPHALT
- TOC	TOP OF CONCRETE
- TOG	TOP OF GRATE
- TOW	TOP OF WALL
- TW	FINISH GRADE AT TOP OF WALL
- WW	WATERWAY

Blue Stakes of UTAH 811 Bluestakes.org

NOTICE!

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STORM RUNOFF
CALCULATION SHEET
Project No. 20513

McNeil Engineering
8610 S. Sandy Pkwy, Sandy, UT

Title :	Eagle Mountain Dental
Scope :	Site Drainage Design
	Detention Facilities
Engineer :	RJP
Authority :	Eagle Mtn
Check:	RJP
Rev. No.:	0

Design Philosophy:
The storm water runoff from the project site will sheet flow across the pavement and be collected in catch basins and detained on-site by means of surface ponding and storage in the boxes and pipes. Storm water will outlet through an orifice as sized below, then be discharged into a city pipe system. Per City City of Eagle Mountain storm water will be discharged at a rate of 0.2 cfs / acre.

	Area Identification (A)		Runoff Coefficient (C)		(C*A)
Hardscape	17,575 sf	(0.40 ac)	0.85	=	14,851 sf
Roof Area	8,165 sf	(0.19 ac)	0.90	=	7,308 sf
Landscaped	9,686 sf	(0.22 ac)	0.12	=	1,114 sf
Total	35,426 sf	(0.81 ac)	0.66 (ave)		23,272 sf

Allowable Discharge Rate = 0.20 cfs/ac

100-Year, 24-Hour Storm: Allowable Peak Discharge = 0.16 cfs

Time (min)	Rate (in/hr)	Rainfall (Inches)	Q in (cfs)	Add'l Q in (cfs)	Total Q in (cfs)	Q out (cfs)	Storage (cf)
5	6.00	0.5	3.23	0.00	3.23	0.16	921
10	4.56	0.76	2.46	0.00	2.46	0.16	1,376
15	3.72	0.93	2.00	0.00	2.00	0.16	1,657
30	2.50	1.25	1.35	0.00	1.35	0.16	2,131
60	1.47	1.47	0.79	0.00	0.79	0.16	**2,265**
120	0.83	1.65	0.44	0.00	0.44	0.16	2,029
180	0.57	1.72	0.31	0.00	0.31	0.16	1,579
360	0.30	1.80	0.16	0.00	0.16	0.16	0
720	0.17	2.01	0.09	0.00	0.09	0.09	0
1440	0.09	2.09	0.05	0.00	0.05	0.05	0

Storm Pipe Detention Provided:

Pipe Size	Length (LF)	Unit Storage (CF/LF)	Storage
6 in. Pipe	0	0.196	0 cf
12 in. Pipe	0	0.785	0 cf
18 in. Pipe	245	1.767	433 cf
24 in. Pipe	0	3.142	0 cf
Total Pipe Storage			**433 cf**

Storm Structure Detention Provided:

Amount	Box Length	Box Width	Av. Depth	Storage
0				0 cf
4	4	4	4.00 ft	256 cf
Total Structure Storage				**256 cf**

Storage Provided:

Pond	Area(sf)	Depth (ft)	Volume (cu. ft.)
Hardscape ponding area	2750	0.25	344 cf
Detention Pond Area	625	2	1250 cf
Total Surface Storage			**1594 cf**

Total Detention Provided : **2,283 cf**
Total Detention Required : **2,265 cf**

Orifice Design:
The orifice is designed upon the following data:

Total acreage of development:	0.81 acres
Allowable discharge:	0.16 cfs (0.20 cfs/ac)
Max head (center orifice to hw):	4.49 ft
Diameter for new orifice:	**1.7 inch**

Use 2.0 inch to avoid plugging

$$Q = C_d A \sqrt{2gh}$$

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C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

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CHECKED BY:	RJP
DATE:	09-29-2020

GRADING AND DRAINAGE PLAN

C2.01

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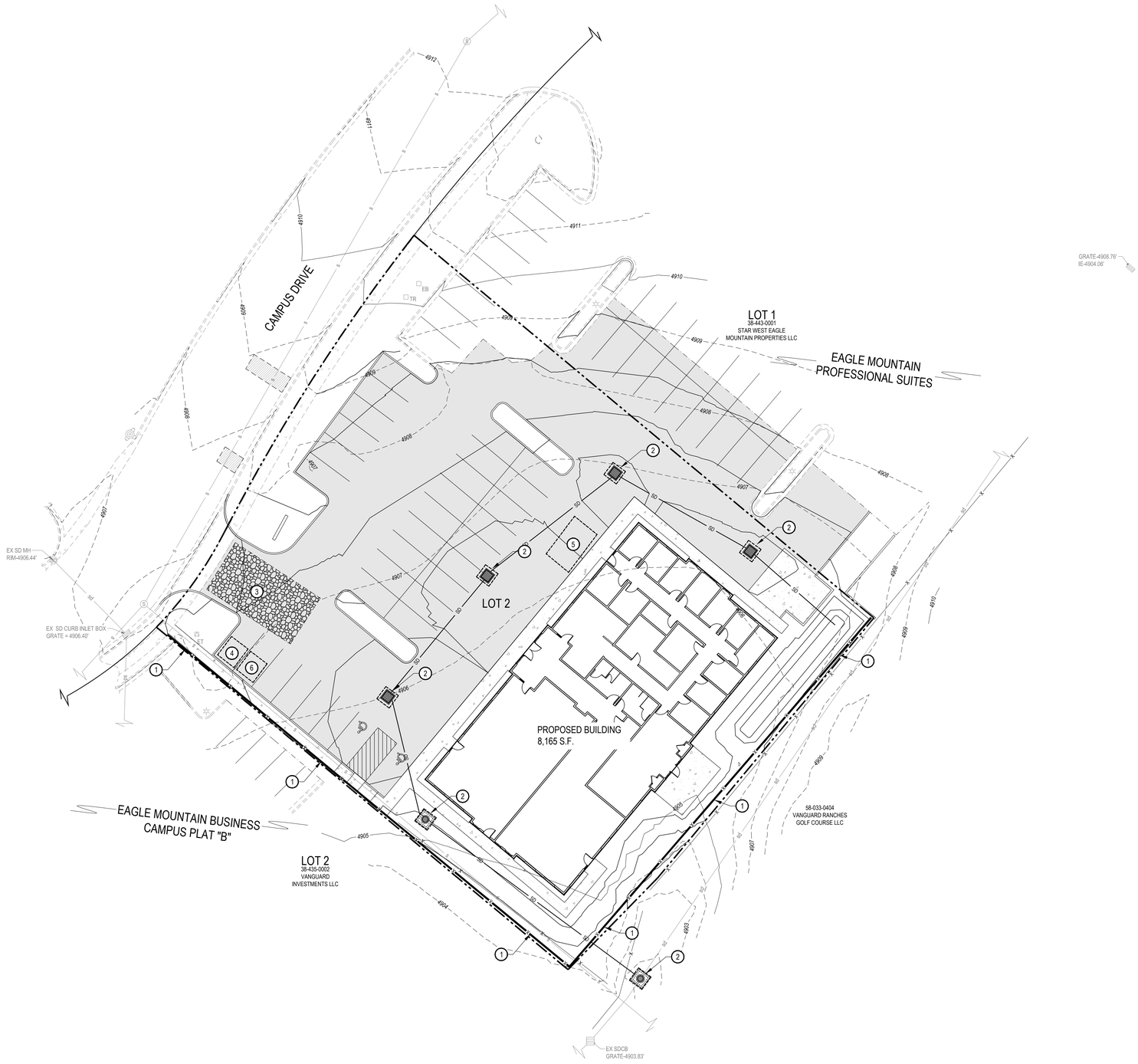

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS REFERRED TO ON THIS SHEET SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL AGENCY'S EROSION CONTROL STANDARDS AND SPECIFICATIONS AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE AGENCY HAVING JURISDICTION. ALSO INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES. IF CONFLICTS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.

THE CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL.

WHEN GRADING OPERATIONS HAVE BEEN COMPLETED AND THE DISTURBED GROUND SHALL BE LEFT "OPEN" FOR 30 DAYS OR MORE THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS OF THE AREA.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

MAINTENANCE:

THE OWNER'S REPRESENTATIVE SHALL MAKE ROUTINE CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIRS OR SEDIMENT REMOVAL IS NECESSARY. DUE TO CONDITIONS THAT MAY ARISE IN THE FIELD, ADDITIONAL CONTROL MAY BE DETERMINED TO BE NECESSARY.

SILT FENCE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT THE LEAST DAILY DURING PROLONGED RAINFALL.

CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCES, END RUNS, AND UNDERCUTTING BENEATH SILT FENCING.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF SILT FENCING SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. SILT FENCE AS SHOWN ON PLAN. SEE DETAIL 'C3', SHEET C5.02.
2. INLET PROTECTION AROUND EXISTING OR NEW STORM DRAIN CATCH BASINS OR CURB INLETS. SEE DETAIL 'A1', SHEET C5.02.
3. TEMPORARY CONSTRUCTION ENTRANCE. SEE DETAIL 'C1', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
4. CONCRETE WASHOUT AREA. CREATE A MIN. 10'X10' AREA WITH A 1' HIGH BERM. LINE AREA WITH PLASTIC. DISCARD WASTE IN DUMPSTER WHEN FULL AND LEGALLY DISPOSE OF. SEE DETAIL 'A5', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
5. CONSTRUCTION DUMPSTER. CHECK LEVEL DAILY, LEGALLY DISPOSE OF WASTE AS NEEDED. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
6. PORTABLE CONSTRUCTION TOILET. TOILET TO BE PROPERLY SECURED TO PREVENT TIPPING. BUILD 6" BERM AROUND TOILET TO CONTAIN ANY SPILLS OR LEAKAGE. CHECK LEVEL DAILY, LEGALLY DISPOSE OF WASTE AS NEEDED. SEE DETAIL 'C5', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

REV/	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

EROSION CONTROL PLAN

C3.01

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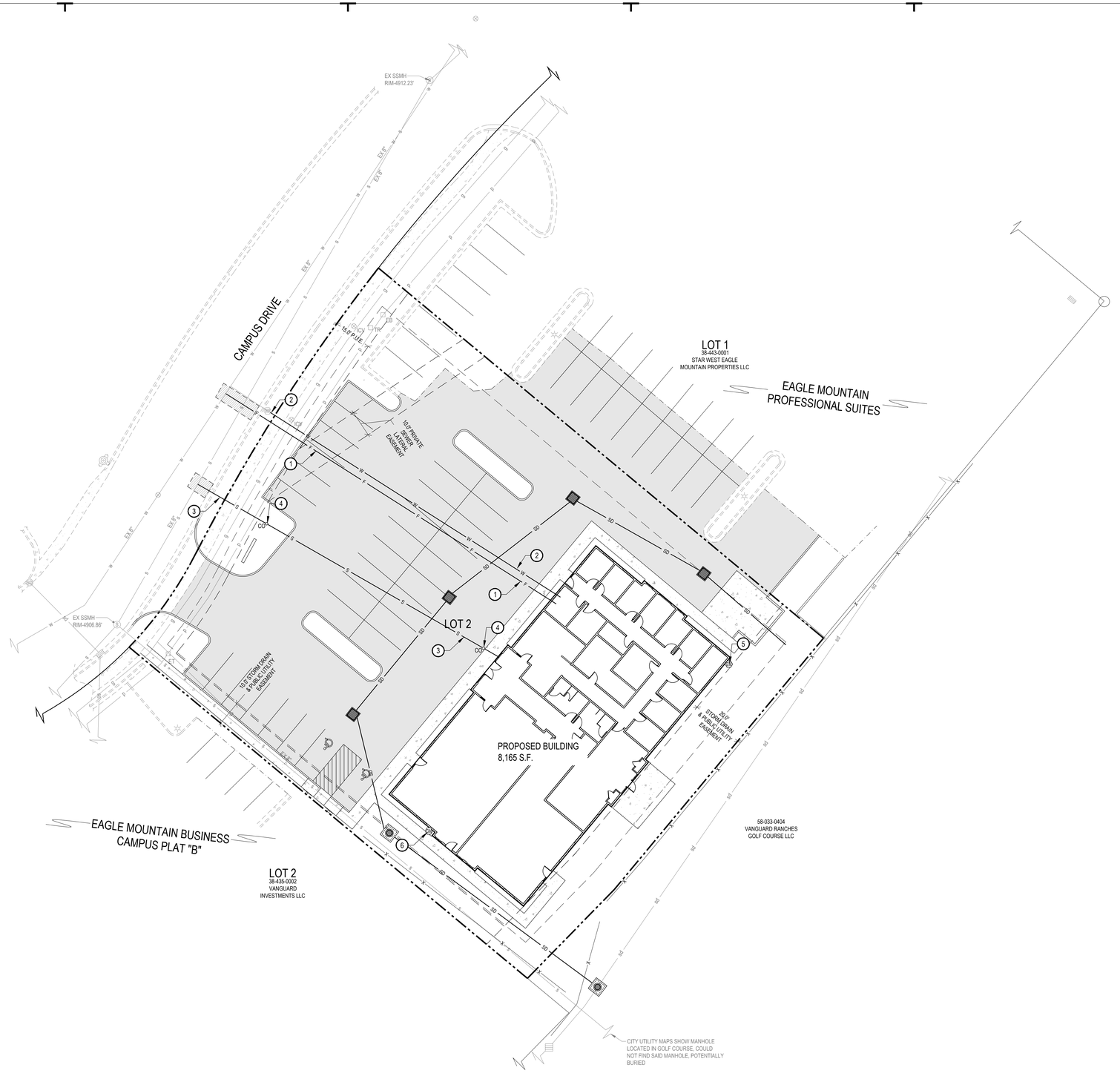

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

CONTRACTOR IS TO COORDINATE ALL SITE UTILITIES WITH PLUMBING DRAWINGS.

ALL NEW WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS.

ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY SEWER LINES.

FOUR FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.

MAINTAIN A MINIMUM OF 48 INCHES OF COVER ON ALL WATER LINES.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW COMMUNICATION / DATA FACILITIES TO BUILDING WITH UTILITY PROVIDER.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW NATURAL GAS FACILITIES TO BUILDING WITH DOMINION ENERGY AND MECHANICAL PLANS.

LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO VERIFY CONNECTION POINTS WITH EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN.

UTILITY PROVIDERS:
- WATER: EAGLE MOUNTAIN CITY
- SEWER: EAGLE MOUNTAIN CITY
- NATURAL GAS: DOMINION ENERGY
- ELECTRICAL POWER: ROCKY MOUNTAIN POWER
- TELEPHONE: CENTURY LINK

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. 6" DIP CLASS 52 FIRE LINE WRAPPED IN AWWA APPROVED POLYETHYLENE ENCASEMENT (POLYWRAP), INCLUDING ALL FITTINGS AND THRUST BLOCKING. SEE DETAIL 'C4'; SHEET C5.03 FOR TRENCHING AND APWA PLAN NO. 561 FOR THRUST BLOCKING.
2. CONNECT EXISTING WATER SERVICE LINE AND METER THAT HAS BEEN STUBBED ONTO THE LOT TO THE PROPOSED NEW BUILDING.
3. 6" PVC SDR-35 SANITARY SEWER LATERAL, INCLUDING ALL FITTINGS. CLEANOUTS AT 100-FOOT MAXIMUM SPACING. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING. SEE APWA PLAN NO. 431 FOR CLEANOUTS.
4. SANITARY SEWER CLEANOUT, PER APWA PLAN NO. 431.
5. APPROXIMATE LOCATION OF NEW ELECTRICAL METER. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY ROCKY MOUNTAIN POWER WITH OTHER CONSTRUCTION.
6. APPROXIMATE LOCATION OF NEW NATURAL GAS METER. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY DOMINION ENERGY WITH OTHER CONSTRUCTION.

NOTICE!

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SITE UTILITY PLAN

C4.01

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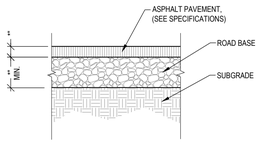
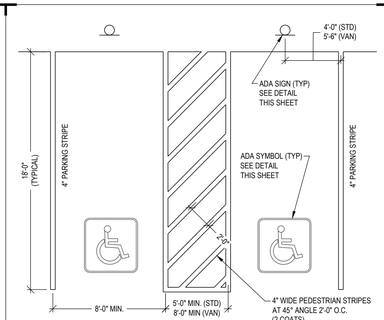


	(STANDARD DUTY) PARKING AREAS	(HEAVY DUTY) ROADWAY AREAS
ASPHALT	3"	4"
BASE COURSE	8"	8"

NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

ASPHALTIC PAVEMENT SECTION D1
SCALE: N.T.S.



NOTE:
CROSS SLOPES WITHIN ADA PARKING STALLS AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48 SLOPE.

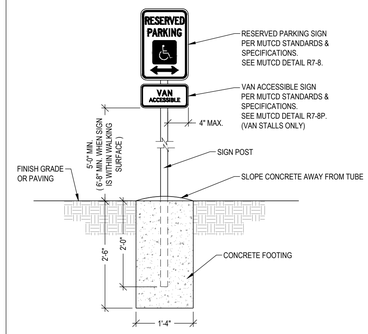
ADA PARKING DETAIL D4
SCALE: N.T.S.



PAINTED EMBLEM
ON ASPHALT PAVING
TYP. AT ALL ADA
PARKING STALLS PER CITY
REQUIREMENTS. (2 COATS)

NOTE:
SEE SPECIFICATIONS FOR PAINT
TYPE AND COLOR. (2 COATS)

PAINTED ADA SYMBOL D5
SCALE: N.T.S.

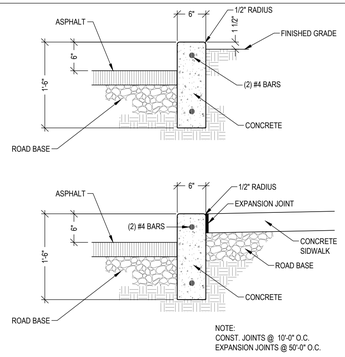


ADA PARKING SIGN D6
SCALE: N.T.S.

	STANDARD	HEAVY
CONCRETE	6"	"
ROAD BASE	4"	"

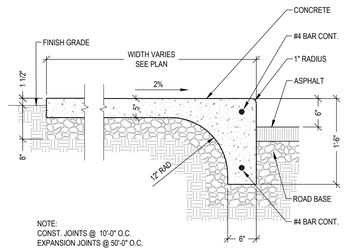
NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

CONCRETE PAVEMENT SECTION C1
SCALE: N.T.S.



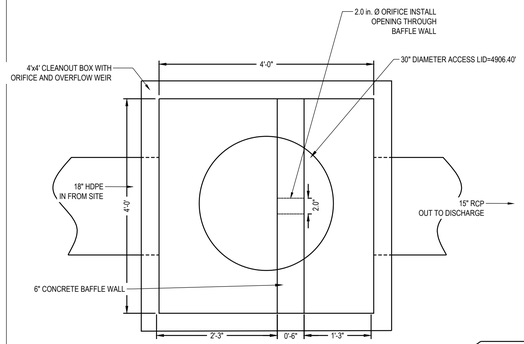
NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

CURB WALL DETAIL C2
SCALE: N.T.S.

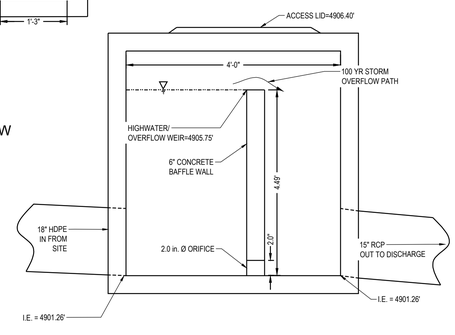


NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

INTEGRAL WALK & CURB C3
SCALE: N.T.S.



PLAN VIEW



SECTION VIEW

OUTLET CONTROL STRUCTURE A5
SCALE: N.T.S.

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CIVIL DETAILS

C5.01

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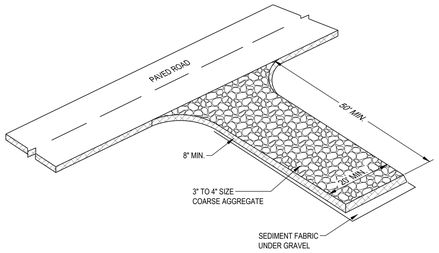


DESCRIPTION:
A STABILIZED PAD OF CRUSHED STONE LOCATED WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES THE SITE FROM OR TO PAVED SURFACE.

APPLICATIONS:
AT ANY POINT OF INGRESS OR EGRESS AT A CONSTRUCTION SITE WHERE ADJACENT TRAVELED WAY IS PAVED. GENERALLY APPLIES TO SITES OVER 2 ACRES UNLESS SPECIAL CONDITIONS EXIST.

INSTALLATION/APPLICATION CRITERIA:
- CLEAR GRUB AREA AND GRAD TO PROVIDE MAXIMUM SLOPE OF 2%.
- COMPACT SUB GRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS.
- PLACE COARSE AGGREGATE, 1 TO 2-1/2 INCHES IN SIZE, TO A MINIMUM DEPTH OF 8 INCHES.

LIMITATIONS:
- REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.
- SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:
- INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.
- INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.
- REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.
- EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.

STABILIZED CONSTRUCTION ENTRANCE C1

SCALE: N.T.S.

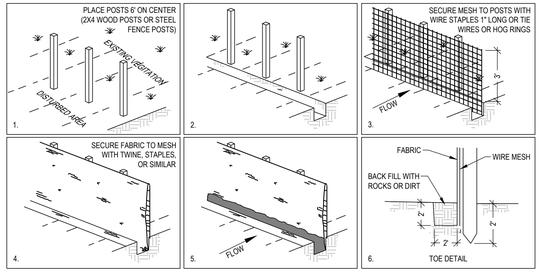
OBJECTIVES
- ※ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ■ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW



DESCRIPTION:
A TEMPORARY SEDIMENT BARRIER CONSISTING OF ENTRENCHED FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS.

APPLICATIONS:
- PERIMETER CONTROL: PLACER BARRIER AT DOWNGRADE LIMITS OF DISTURBANCE.
- SEDIMENT BARRIER: PLACE BARRIER AT TOE OF SLOPE OR SOIL STOCKPILE.
- PROTECTION OF EXISTING WATERWAYS: PLACE BARRIER AT TOP OF STREAM BANK
- INLET PROTECTION: PLACE FENCE SURROUNDING CATCH BASINS

INSTALLATION/APPLICATION CRITERIA:
- PLACE POSTS 6 FEET APART ON CENTER ALONG CONTOUR (OR USE PRE-ASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS.
- SECURE WIRE MESH (14 GAGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY 1 INCH LONG WIRE STAPLES, TIE WIRES OR HOG RINGS.
- CUT FABRIC TO REQUIRED WIDTH, UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.
- BACKFILL OVER FILTER FABRIC TO ANCHOR.

LIMITATIONS:
- RECOMMENDED MAXIMUM DRAINAGE AREA OF 0.5 ACRE PER 100 FEET OF FENCE.
- RECOMMENDED MAXIMUM UPGRADIENT SLOPE LENGTH OF 150 FEET.
- RECOMMENDED MAXIMUM UPHILL GRADE OF 2:1 (50%).
- RECOMMENDED MAXIMUM FLOW RATE OF 0.5 CFS.
- PONDING SHOULD NOT BE ALLOWED BEHIND FENCE.

MAINTENANCE:
- INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING BARRIERS.
- REPAIR OR REPLACE DAMAGED AREAS OF THE BARRIER AND REMOVE ACCUMULATED SEDIMENT.
- RANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.
- REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

SILT FENCE C3

SCALE: N.T.S.

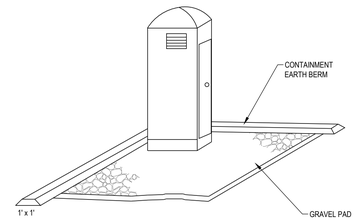
OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- ※ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ※ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW



DESCRIPTION:
TEMPORARY ON-SITE SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL.

APPLICATIONS:
- ALL SITES WITH NO PERMANENT SANITARY FACILITIES OR WHERE PERMANENT FACILITY IS TO FAR FROM ACTIVITIES.

INSTALLATION/APPLICATION CRITERIA:
- LOCATE PORTABLE TOILETS IN CONVENIENT LOCATIONS THROUGHOUT THE SITE.
- PREPARE LEVEL, GRAVEL SURFACE AND PROVIDE CLEAR ACCESS TO THE TOILETS FOR SERVICING AND FOR ON-SITE PERSONNEL.
- CONSTRUCT EARTH BERM PERIMETER (SEE EARTH BERM BARRIER INFORMATION SHEET), CONTROL FOR SPILL/PROTECTION LEAK.

LIMITATIONS:
- NO LIMITATIONS

MAINTENANCE:
- PORTABLE TOILETS SHOULD BE MAINTAINED IN GOOD WORKING ORDER BY LICENSED SERVICE WITH DAILY OBSERVATION FOR LEAK DETECTION.
- REGULAR WASTE COLLECTION SHOULD BE ARRANGED WITH LICENSED SERVICE.
- ALL WASTE SHOULD BE DEPOSITED IN SANITARY SEWER SYSTEM FOR TREATMENT WITH APPROPRIATE AGENCY APPROVAL.

PORTABLE TOILETS C5

SCALE: N.T.S.

OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- ※ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- □ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- □ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- ※ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- □ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW

FILTERSOCK SPECIFICATION:

FILTREXX FILTERSOCK INSTALLATION AND MAINTENANCE

1.0 DESCRIPTION:
THIS WORK SHALL CONSIST OF FURNISHING, INSTALLING, MAINTAINING AND DISPERSING (IF NEEDED) A WATER PERMEABLE COMPOST FILTER SOCK (FILTREXX FILTERSOCK) TO CONTAIN SOIL EROSION AND SEDIMENT BY REMOVING SOIL PARTICLES FROM WATER MOVING OFF SITE INTO ADJACENT WATERWAYS OR STORM WATER DRAINAGE SYSTEMS. FILTERSOCKS WILL BE USED AS A FORM OF INLET PROTECTION FOR OPERATIONAL STORM DRAINAGE SYSTEMS.

2.0 COMPOST PRODUCTS USED TO FILL FILTREXX FILTERSOCKS
1. COMPOST: COMPOST USED FOR FILTREXX FILTERSOCKS SHALL BE WEED FREE AND DERIVED FROM A WELL-DECOMPOSED SOURCE OF ORGANIC MATTER. THE COMPOST SHALL BE PRODUCED USING AN AEROBIC COMPOSTING PROCESS MEETING CFR 503 REGULATIONS, INCLUDING TIME AND TEMPERATURE DATA INDICATING EFFECTIVE WEED SEED, PATHOGEN AND INSECT LARVAE KILL. THE COMPOST SHALL BE FREE OF ANY REFUSE, CONTAMINANTS OR OTHER MATERIALS TOXIC TO PLANT GROWTH. NON-COMPOSTED PRODUCTS WILL NOT BE ACCEPTED. TEST METHODS FOR THE ITEMS BELOW SHOULD FOLLOW USCC TMECC GUIDELINES FOR LABORATORY PROCEDURES:
   A. PH - 5.0-8.0 IN ACCORDANCE WITH TMECC 04.11-A, "ELECTROMETRIC PH DETERMINATIONS FOR COMPOST"
   B. PARTICLE SIZE - 99% PASSING A 1" SIEVE, 90% PASSING A _" SIEVE AND A MINIMUM OF 70% GREATER THAN THE 3/8" SIEVE. A TOTAL OF 98 % SHALL NOT EXCEED 3 INCHES IN LENGTH, IN ACCORDANCE WITH TMECC 02.02-B, "SAMPLE SIEVING FOR AGGREGATE SIZE CLASSIFICATION"
   C. MOISTURE CONTENT OF LESS THAN 60% IN ACCORDANCE WITH STANDARDIZED TEST METHODS FOR MOISTURE DETERMINATION.
   D. MATERIAL SHALL BE RELATIVELY FREE (<1% BY DRY WEIGHT) OF INERT OR FOREIGN MAN MADE MATERIALS. E. A SAMPLE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO BEING USED AND MUST COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

3.0 CONSTRUCTION AND INSTALLATION OF FILTREXX FILTERSOCKS:
1. FILTREXX FILTERSOCKS WILL BE USED AS A FORM OF INLET PROTECTION ON CONSTRUCTION SITES WHICH REQUIRE PROTECTION AGAINST SEDIMENT LADEN WATER AFTER STORM DRAINS BECOME OPERATIONAL.
2. FILTREXX FILTERSOCKS WILL BE PLACED AT LOCATIONS INDICATED ON PLANS AS DIRECTED BY THE ENGINEER. FILTERSOCKS SHOULD BE INSTALLED IN A PATTERN THAT ALLOWS COMPLETE PROTECTION OF THE INLET AREA
3. INSTALLATION OF FILTREXX FILTERSOCKS WILL ENSURE A MINIMAL OVERLAP OF AT LEAST ONE FOOT ON EITHER SIDE OF THE OPENING BEING PROTECTED. THE FILTERSOCKS WILL BE ANCHORED TO THE SOIL BEHIND THE CURB USING STAPLES, STAKES OR OTHER DEVICES CAPABLE OF HOLDING THE FILTERSOCK IN PLACE.
4. STANDARD SIZES OF FILTERSOCKS FOR INLET PROTECTION WILL BE 8" DIAMETER PRODUCTS. IN SEVERE FLOW SITUATIONS, LARGER FILTERSOCKS MAY BE RECOMMENDED BY THE ENGINEER.
5. FILTERSOCKS SHALL BE CONSTRUCTED OF A WOVEN MATERIAL AND FILLED WITH A COMPOST PRODUCT THAT PASSES THE CRITERIA LISTED IN SECTION 2.
6. IF THE FILTERSOCKS BECOME CLOGGED WITH DEBRIS AND SEDIMENT, THEY SHALL BE MAINTAINED SO AS TO ASSURE A PROPER DRAINAGE AND WATER FLOW INTO THE STORM DRAIN. IN SEVERE STORM EVENTS, OVERFLOW OF THE FILTERSOCK MAY BE ACCEPTABLE IN ORDER TO KEEP THE AREA FROM FLOODING.
7. THE FILTERSOCKS SHALL BE POSITIONED SO AS TO PROVIDE COMPLETE PHYSICAL BARRIER TO THE DRAIN ITSELF, ALLOWING SEDIMENT TO COLLECT ON THE OUTSIDE OF THE FILTERSOCKS. SEE ATTACHED SCHEMATIC FOR FILTREXX FILTERSOCK INSTALLATION.
8. FOR AREAS WHERE FILTERSOCKS ARE TO BE LEFT AS A PERMANENT PART OF THE LANDSCAPE, FILTERSOCKS MAY BE SEEDED DURING TIME OF MANUFACTURE TO CREATE A LIVING SOCK. FOR SEEDING OPTIONS, THE ENGINEER MAY SIMPLY REPLACE ALL LANGUAGE ABOVE WITH "LIVING FILTREXX FILTERSOCKS"

4.0 MAINTENANCE:
1. THE CONTRACTOR SHALL MAINTAIN FILTREXX FILTERSOCKS IN A FUNCTIONAL CONDITION AT ALL TIMES AND IT SHALL BE ROUTINELY INSPECTED.
2. WHERE THE FILTERSOCK REQUIRES REPAIR, IT WILL BE ROUTINELY REPAIRED.
3. THE CONTRACTOR SHALL REMOVE SEDIMENTS COLLECTED AT THE BASE OF THE FILTERSOCK WHEN THEY REACH 1/3 OF THE EXPOSED HEIGHT OF THE FILTERSOCK, OR AS DIRECTED BY THE ENGINEER.
4. THE FILTREXX FILTERSOCK WILL BE DISPERSED ON SITE WHEN NO LONGER REQUIRED, AS DETERMINED BY THE ENGINEER. THE NETTING MATERIAL WILL BE DISPOSED OF IN NORMAL TRASH CONTAINERS OR REMOVED BY THE CONTRACTOR.
5. REGULAR MAINTENANCE INCLUDES LIFTING THE FILTREXX FILTERSOCKS AND CLEANING UNDER THEM AS SEDIMENT COLLECTS.

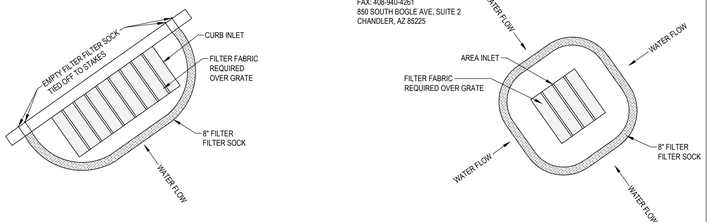
5.0 METHOD OF MEASUREMENT:
BID ITEMS SHALL SHOW MEASUREMENT AS 'FILTREXX FILTERSOCK' PER LINEAR FOOT, INSTALLED OR PER INLET, AS SPECIFIED BY THE ENGINEER.

6.0 PERFORMANCE:
1. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A WORKING EROSION CONTROL SYSTEM AND MAY, WITH APPROVAL OF THE ENGINEER, WORK OUTSIDE THE MINIMUM CONSTRUCTION REQUIREMENTS AS NEEDED.
2. WHERE THE FILTERSOCK DETERIORATES OR FAILS, IT WILL BE REPAIRED OR REPLACED WITH A MORE EFFECTIVE ALTERNATIVE.
3. CONTRACTOR IS REQUIRED TO BE A CERTIFIED FILTREXX INSTALLER AS DETERMINED BY FILTREXX INTERNATIONAL, LLC (440-926-8041 OR VISIT WEBSITE AT FILTREXX.COM). CERTIFICATION SHALL BE CONSIDERED CURRENT IF APPROPRIATE IDENTIFICATION IS SHOWN DURING TIME OF BID OR AT TIME OF APPLICATION.

7.0 APPLICATION GUIDELINES:
1. FILTREXX FILTERSOCKS SHALL EITHER BE MADE ON SITE OR DELIVERED TO THE JOBSITE USING A 3 MIL TUBULAR HDPE KNITTED MESH NETTING MATERIAL, FILLED WITH COMPOST PASSING THE ABOVE SPECIFICATIONS FOR COMPOST PRODUCTS AS OUTLINED IN 2.0.
2. FILTREXX FILTERSOCKS NETTING MATERIALS ARE AVAILABLE ONLY FROM FILTREXX INTERNATIONAL, LLC AND ARE THE ONLY CERTIFIED MESH MATERIALS ACCEPTED IN CREATING FILTREXX PRODUCTS ON SITE OR AS DELIVERED TO THE JOB SITE. STANDARD FILTREXX COLOR CODING SYSTEMS INCLUDE YELLOW AND BLACK STRIPED MESH NETTING WITH 3/8" MESH OPENINGS FOR INLET PROTECTION. OTHER COLORS ARE ONLY ACCEPTABLE AS APPROVED BY BOTH THE ENGINEER AND FILTREXX INTERNATIONAL, LLC.
3. CONTRACTOR IS REQUIRED TO BE A CERTIFIED FILTREXX INSTALLER AS DETERMINED BY FILTREXX INTERNATIONAL, LLC (440-926-8041 OR VISIT WEBSITE AT FILTREXX.COM). CERTIFICATION SHALL BE CONSIDERED CURRENT IF APPROPRIATE IDENTIFICATION IS SHOWN DURING TIME OF BID OR AT TIME OF APPLICATION.

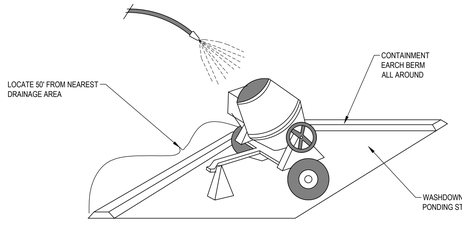
8.0 AVAILABLE VENDORS FILTREXX FILTERSOCKS MAY BE PURCHASED FROM THE FOLLOWING CERTIFIED FILTREXX INSTALLERS:

WINDSWEPT ORGANIX INC.
WORK: 480-963-4638
FAX: 408-940-4261
850 SOUTH BOGLE AVE, SUITE 2
CHANDLER, AZ 85225



SEDIMENT BARRIER / FILTER SOCK PROTECTION A1

SCALE: N.T.S. © REPLENISH



DESCRIPTION:
PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFF-SITE, PERFORMING ON-SITE WASHOUT IN A DESIGNATED AREA, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

APPLICATIONS:
- THIS TECHNIQUE IS APPLICABLE TO ALL TYPES OF SITES.

INSTALLATION/APPLICATION CRITERIA:
- STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS.
- AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON-SITE.
- PERFORM WASHOUT OF CONCRETE TRUCKS OFF-SITE OR IN DESIGNATED AREAS ONLY.
- DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.
- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS.
- WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER WITHIN A BERMED OR LEVEL AREA (SEE EARTH BERM BARRIER INFORMATION SHEET.)
- TRAIN EMPLOYEES AND SUBCONTRACTORS IN PROPER CONCRETE WASTE MANAGEMENT.

LIMITATIONS:
- OFF-SITE WASHOUT OF CONCRETE WASTES MAY NOT ALWAYS BE POSSIBLE.

MAINTENANCE:
- INSPECT SUBCONTRACTORS T ENSURE THAT CONCRETE WASTES ARE BEING PROPERLY MANAGED.
- IF USING A TEMPORARY PIT, DISPOSE HARDENED CONCRETE ON A REGULAR BASIS.

CONCRETE WASTE MANAGEMENT A5

SCALE: N.T.S.

OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- ※ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- □ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- □ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- ※ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- □ CAPITAL COSTS
- □ O & M COSTS
- ※ MAINTENANCE
- ※ TRAINING

■ HIGH ※ MEDIUM □ LOW

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Structural Engineering • Land Surveying & HDS

C. JAY PROPERTIES BUILDING
3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: DJC
CHECKED BY: RJP
DATE: 09-29-2020

CIVIL DETAILS

C5.02

S:\2020Files\20513\Civil\Prod Dwg\20513-plt.dwg Daniel Sep 29, 2020 - 3:45pm



90 turn on east of lot

- Patrons and parking area will get hit by golf balls.
- This blocks shared parking with Direct Communications and leaves their stalls double bound.



90 turn on west of lot

- Patrons and parking area will get hit by golf balls.
- This blocks entrance.



Front of lot

- Patrons and parking area will get hit by golf balls.
- This blocks entrance.



Our Request

- This protects patrons and parking area from being hit by golf balls.
- This allows for shared parking with Direct Communications.
- This matches the parking in front that the other buildings on the street have.



B1 / AE201 *FRONT ELEVATION*
SCALE: 3/16" = 1'-0"



D1 / AE201 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE201

10/2/2020 9:20:16 AM Y:\5D Projects\2020\20-046 ID\Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V3.rvt



B1 / AE202 *BACK ELEVATION*
SCALE: 3/16" = 1'-0"



D1 / AE202 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE202

Y:\5D Projects\2020\20-046 (D) Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V3.rvt
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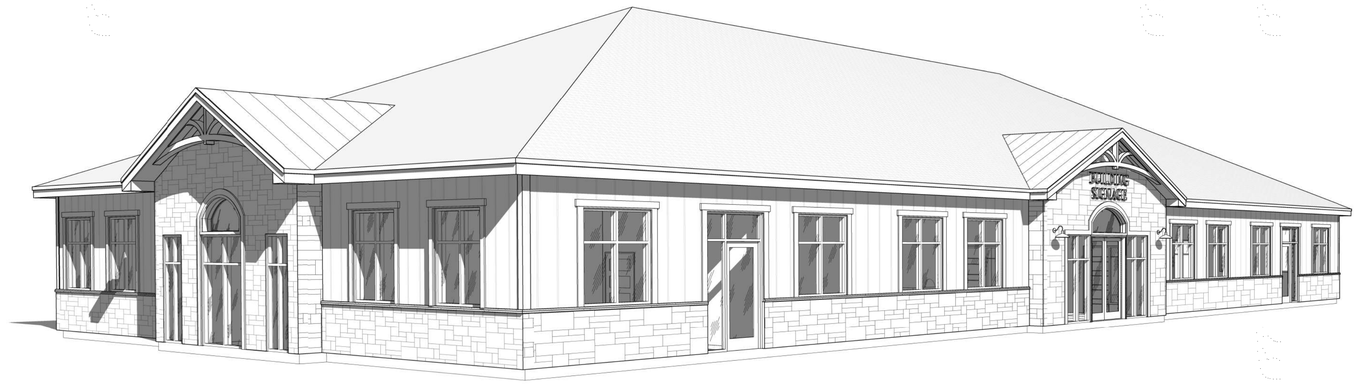

1 AE203 *3D View 4*
SCALE:



2 AE203 *3D View 5*
SCALE:

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR PERSPECTIVES

AE203

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B1 / AE201 *FRONT ELEVATION*
SCALE: 3/16" = 1'-0"



D2 / AE201 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 21 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE201

Y:\5D Projects\2020\20-046 C Jay Properties Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V4.rvt
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B1 AE202 *BACK ELEVATION*
SCALE: 3/16" = 1'-0"



D1 AE202 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE:	21 OCTOBER 2020
PROJECT #:	20-046
DRAWN BY:	THM
CHECKED BY:	BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE202

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BUILDING
SIGNAGE


BUILDING
SIGNAGE


EPING
ENAGE


BUILDING
SIGNAGE


BUILD
SIGN


BUILDING
SIGNAGE


BUILDING
SIGNAGE






BUILDING
SIGNAGE



D1 AE101 *MAIN LEVEL FLOOR PLAN*
SCALE: 1/8" = 1'-0"

ROOM LEGEND

- BILLING/ COPY ROOM
- CONFERENCE ROOM
- CORRIDOR
- LARGE THERAPY
- LOBBY
- MENS
- OFFICE
- PLAY ROOM
- RECEPTION
- SMALL THERAPY
- STORAGE
- TENANT #1
- TENANT #2
- UTILITIES
- WAITING
- WOMENS

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 SEPTEMBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT
EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

MAIN LEVEL FLOOR PLAN

AE101

Y:\5D Projects\2020\20-046 ID Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V2.rvt
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SYMBOLS LEGEND

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	TOLERANCE
	3	EXISTING DECIDUOUS TREE TO REMAIN			
DECIDUOUS TREES					
	4	ALLEE LACEBARK ELM	ULMUS PARVIFLORA 'ELMER II'	2" CAL.	DROUGHT
EVERGREEN TREES					
	2	BRISTLECONE PINE	PINUS ARISTATA	8' HT.	DROUGHT
SHRUBS					
	37	LACE LEAF RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'FILIGRAN'	5 GAL.	DROUGHT
	3	MINT JULEP JUNIPER	JUNIPERUS CHINENSIS 'MONLEP'	5 GAL.	DROUGHT
	19	SILVER MOUND ARTEMISIA	ARTEMISIA SCHMIDTIANA 'SILVER MOUND'	5 GAL.	DROUGHT, SALT
ORNAMENTAL GRASSES					
	40	BLUE GRAMA GRASS	BOUTELOUA GRACILIS	5 GAL.	DROUGHT
GROUNDCOVERS & MULCH					
	3,624 S.F.	LAWN			
	2,996 S.F.	CRUSHED ROCK			
	958 S.F.	GROUNDCOVER			
BOULDERS					
	15	BOULDERS			

REFERENCE NOTES

1. EXISTING LAWN TO REMAIN
2. METAL EDGING

EAGLE MOUNTAIN CITY DATA CHAPTER 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING		
ZONED AS	COMMERCIAL	
TOTAL SITE AREA	35,429 S.F. = 0.81 AC.	
	REQUIRED	PROVIDED
GENERAL:		
TURF AREA	MAX. 50% OF LANDSCAPE AREA	3,624 S.F. = 48%
LIVE VEGETATION	MIN. 50% OF LANDSCAPE AREA	4,383 SF. = 54%
DROUGHT TOLERANT SPECIES	MIN. 50%	100%
MINIMUM DECIDUOUS TREE SIZE	1 1/2" CAL.	YES
MINIMUM EVERGREEN TREE SIZE	6' HT.	YES
CLEAR VISION TRIANGLES:	15' FROM INTERSECTION	YES

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call
BEFORE YOU
Dig
1-800-662-4111

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

NORTH

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

STATE OF UTAH
SCOTT A. SCHOONOVER
349757
LICENSED LANDSCAPE ARCHITECT
10/07/2020

C. JAY PROPERTIES BUILDING
3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UT

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: TG
CHECKED BY: SS
DATE: SEPTEMBER 2020
PROPERTY NO:

PRELIMINARY LANDSCAPE PLAN

L0.01

ABBREVIATIONS INDEX

#	NUMBER	PVC	POLYVINYL CHLORIDE CONDUIT
ϕ	PHASE	DISP	DISPOSAL
1ϕ	SINGLE PHASE	DRY	DRYER
2P	TWO-POLE	DW	DISHWASHER
3ϕ	THREE PHASE	DWG	DRAWING
4P	FORE-POLE	EC	EMPTY CONDUIT
AC	ALTERNATING CURRENT	EM	EMERGENCY
AFF	ABOVE FINISHED FLOOR	EMG	EMERGENCY GENERATOR
AFG	ABOVE FINISHED GRADE	EMT	ELECTRICAL METALLIC TUBING
AFP	ARC FAULT PROTECTOR	EPO	EMERGENCY POWER OFF
AIC	AMP INTERRUPTING CURRENT (SYMMETRICAL)	EWC	ELECTRIC WATER COOLER
AL	ALUMINUM	EWH	ELECTRIC WATER HEATER
AM	AMPS METER	(E)	EXISTING
AMP	AMPERE	(F)	FUTURE
ANN	ANNUNCIATOR	FA	FIRE ALARM
ATS	AUTOMATIC TRANSFER SWITCH	FACP	FIRE ALARM CONTROL PANEL
AUX	AUXILIARY	FC	FOOT CANDELA
AWG	AMERICAN-WIRE GAUGE	FLA	FULL LOAD AMPS
BC	BARE COPPER	FT	FOOT
BFG	BELOW FINISH GRADE	FRZ	FREEZER
C	CONDUIT	FS	FUSED SWITCH
CAB	CABINET	GFCI	GROUND FAULT CIRCUIT INTERRUPTER
CATB	COMMUNITY ANTENNA TELEVISION	GFP	GROUND FAULT PROTECTOR
CATV	CABLE TELEVISION	GRC	GALVANIZED RIGID CONDUIT
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	GRD	GROUND
CKT	CIRCUIT	HP	HORSE POWER
CLG	CEILING	HZ	HERTZ
CNTR	CONTRACTOR	IG	ISOLATED GROUND
CO	CONDUIT ONLY	IMC	INTERMEDIATE METALLIC CONDUIT
CRT	COMPUTER TERMINAL	IN	INCH
CT	CURRENT TRANSFORMER	J-BOX	JUNCTION BOX
CU	COPPER	KV	KILOVOLT
C/W	CONDUIT WITH	KVA	KILOVOLT AMPERES
(D)	DEMOLISH/DELETE	KVAR	KILOVARS
DB	DECIBEL	KW	KILOWATT
DC	DIRECT CURRENT	LRA	LOCKED ROTOR AMPS
MATV	MASTER ANTENNA TELEVISION	LTG	LIGHTING
MAX	MAXIMUM	(R)	RELOCATE
MB	MAIN BUS	RECP	RECEPTACLE
MCB	MAIN CIRCUIT BREAKER	REF	REFRIGERATOR
MCC	MOTOR CONTROL CENTER	REQ	REQUIRED
MCM	1000 CIRCULAR MILLS	RLA	RATED LOAD AMPS
MH	MANHOLE	RMS	ROOT MEAN SQUARE
MIC	MICROPHONE	SE	SERVICE ENTRANCE
MIN	MINIMUM	SPD	SURGE PROTECTION DEVICE
MLO	MAIN LUGS ONLY	SPEC	SPECIFICATION
MNF	MANUFACTURER	SPK	SPEAKER
MTG	MOUNTING	SS	SELECTOR SWITCH
MTR	MOTOR	SW	SWITCH
MW	MICROWAVE	SWBD	SWITCHBOARD
(N)	NEW	SWGR	SWITCHGEAR
N/A	NOT APPLICABLE	TTB	TELEPHONE TERMINAL BOARD
NC	NORMALLY CLOSED	TTC	TELEPHONE TERMINAL CABINET
NEC	NATIONAL ELECTRICAL CODE	TV	TELEVISION
NEMA	NATIONAL MANUFACTURING ASSOCIATION	TYP	TYPICAL
NFC	NATIONAL FIRE CODE	UG	UNDERGROUND
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	UNO	UNLESS NOTED OTHERWISE
NFS	NON FUSED SWITCH	UPS	UNINTERRUPTIBLE POWER SUPPLY
NIC	NOT IN CONTRACT	V	VOLT (KV-KILOVOLT)
NL	NIGHT LIGHT (OPERATES CONTINUOUSLY)	VAR	VOLT-AMPS/REACTIVE
NO	NORMALLY OPEN	VM	VOLT METER
NTS	NOT TO SCALE	W	WATTS
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	W/	WITH
OFOI	OWNER FURNISHED OWNER INSTALLED	WASH	WASHER
OS&Y	OUTSIDE SCREW AND YOKE	WH	WATTHOUR
PB	PUSH BUTTON	W/O	WITHOUT
PF	POWER FACTOR	WP	WEATHER PROOF
PFR	PHASE FAILURE RELAY	XFMR	TRANSFORMER
PNL	PANEL	XFMR-SW	TRANSFORMER SWITCH
PT	POTENTIAL TRANSFORMER	XP	EXPLOSION PROOF
PV	PHOTOVOLTAIC		

NOTE: THIS IS A TYPICAL ABBREVIATION LIST. NOT ALL ABBREVIATIONS MAY BE USED ON THIS PROJECT.

ELECTRICAL SYMBOLS

SYMBOL	EXPLANATION
	BRANCH CIRCUIT CONCEALED IN CEILING OR WALL
	BRANCH CIRCUIT CONCEALED IN GROUND OR FLOOR
A-1,3	BRANCH CIRCUIT HOMERUNS TO PANEL
135	ROOM NUMBER
CH 1	MECHANICAL EQUIPMENT SYMBOL
1	KEYED NOTE REFERENCE
42X	FEEDER TAG (SEE FEEDER SCHEDULE)
	LIGHTING AND POWER PANELBOARD
NON-FUSED / FUSED	DISCONNECT SWITCH
NON-FUSED / FUSED	DISCONNECT SWITCH WITH MOTOR STARTER
	MOTOR STARTER
VFD	VARIABLE FREQUENCY DRIVE
	CONDUIT STUB
	JUNCTION BOX
	ELECTRIC VEHICLE CHARGING STATION
	DUPLEX RECEPTACLE OUTLET
WP	MODIFIER
A-3	PANEL SPACE ASSIGNMENT
REF	EQUIPMENT DESIGNATION
WP	WEATHERPROOF COVER & LISTED WEATHER RESISTANT DEVICE
GFCI	PROTECTED BY FAULT CIRCUIT INTERRUPTER
+44	MOUNTING HEIGHT ABOVE FLOOR OR GRADE GIVEN IN INCHES.
REF	REFRIGERATOR
DW	DISHWASHER
DISP	DISPOSAL
WASH	WASHING MACHINE
EWC	ELECTRIC WATER COOLER
USB	COOPER TR7746 OR EQUAL DUPLEX PLUS USB CHARGER
TR	TAMPER RESISTANT
	QUAD RECEPTACLE OUTLET
	SPLIT WIRED DUPLEX RECEPTACLE OUTLET
	220V RECEPTACLE OUTLET
	ISOLATED GROUND RECEPTACLE
	RECEPTACLE FLOOR DEVICE
	CEILING MOUNTED DEVICE
	SPECIAL RECEPTACLE
	MOTOR OUTLET
	EXHAUST FAN
	THERMOSTAT OUTLET
S	REMOTE SENSOR OUTLET
	TELEPHONE OUTLET
(#)	COMPUTER DATA OUTLET (#) INDICATES JACK QUANTITIES
	NETWORK AND VOICE OUTLET
	WIRELESS ACCESS POINT CEILING MOUNTED
TV	TELEVISION OUTLET

SYMBOL	EXPLANATION
F1	FIXTURE TYPE SYMBOL
	FLUORESCENT FIXTURE (TYPICAL)
	EMERGENCY LIGHTING UNIT
	SURFACE OR PENDANT MOUNTED FIXTURE
	RECESSED FIXTURE
	WALL MOUNTED FIXTURE
	WALL PACK
	FLUORESCENT STRIP
	TRACK LIGHTING
	EMERGENCY LIGHTING UNIT
	WALL MOUNTED EXIT LIGHT (SINGLE FACE)
	WALL MOUNTED EXIT LIGHT (DOUBLE FACE)
	CEILING MOUNTED EXIT LIGHT
	CEILING MOUNTED EXIT LIGHT (DOUBLE FACE)
	EXIT LIGHT WITH PROTECTIVE COVER
$	SINGLE POLE SWITCH (SUBSCRIPT AS INDICATED BELOW)
2	TWO POLE SWITCH
3	3-WAY SWITCH
4	4-WAY SWITCH
D	DIMMER SWITCH
K	KEYED SWITCH
T	TIMER SWITCH
M	MANUAL STARTER WITH THERMAL OVERLOAD
F	PADDLE FAN SPEED CONTROL. (CANARM "CN" SERIES)
OC	OCCUPANCY SENSOR SWITCH
LV	LOW VOLTAGE CONTROL SWITCH
LVD	LOW VOLTAGE CONTROL SWITCH WITH DIMMER
OCD	OCCUPANCY SENSOR CONTROL SWITCH WITH DIMMER
OC2	DUAL RELAY OCCUPANCY SENSOR CONTROL SWITCH
	DOUBLE GANG SWITCH
$LV a,b,c	LOW VOLTAGE MULTI BUTTON CONTROL SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)
$a $b	CONTROLLING SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)
S	OCCUPANCY SENSOR (CEILING MOUNTED)
S DT	DUAL TECHNOLOGY OCCUPANCY SENSOR (CEILING MOUNTED)
RC	ROOM CONTROLLER
LS	DAYLIGHT SENSOR
P	PHOTOCELL
V	VOLUME CONTROL
	WALL SPEAKER
	CEILING SPEAKER
	SURVEILLANCE CAMERA
DVR	SURVEILLANCE DIGITAL VIDEO RECORDER
NURSE	NURSE CALL ANNUNCIATOR PANEL
N	NURSE CALL EMERGENCY CALL DEVICE
N	NURSE CALL EMERGENCY CALL LIGHT

SYMBOL	EXPLANATION
	TAMPER AND FLOW
FACP	FIRE ALARM CONTROL PANEL
RFAA	REMOTE FIRE ALARM ANNUNCIATOR PANEL
NAC	FIRE ALARM NAC PANEL
VOICE	FIRE ALARM VOICE PANEL
D/H	DOOR HOLDER
F/S	FIRE/SMOKE DAMPER
	FIRE ALARM PULL STATION
	FIRE ALARM STROBE
	FIRE ALARM HORN/STROBE
LF	FIRE ALARM HORN/STROBE (LF = LOW FREQUENCY)
	FIRE ALARM HORN/STROBE WITH PROTECTIVE COVER
	FIRE ALARM SPEAKER/STROBE
LF	FIRE ALARM SPEAKER/STROBE (LF = LOW FREQUENCY)
	FIRE ALARM SPEAKER
LF	FIRE ALARM SPEAKER (LF = LOW FREQUENCY)
	FIRE ALARM HORN
LF	FIRE ALARM HORN (LF = LOW FREQUENCY)
	FIRE ALARM STROBE CEILING MOUNTED
	FIRE ALARM HORN/STROBE CEILING MOUNTED
LF	FIRE ALARM HORN/STROBE CEILING MOUNTED (LF = LOW FREQUENCY)
	FIRE ALARM HORN CEILING MOUNTED
LF	FIRE ALARM HORN CEILING MOUNTED (LF = LOW FREQUENCY)
	SMOKE DETECTOR (SUBSCRIPT AS INDICATED BELOW)
B	SMOKE ALARM BATTERY-BACKED
C	SMOKE/CARBON MONOXIDE ALARM COMBO BATTERY-BACKED
D	DUCT SMOKE DETECTOR
R	SMOKE DETECTOR WITH ADDRESSABLE RELAY
S	SMOKE DETECTOR WITH SOUNDER BASE
	HEAT DETECTOR
	GAS DETECTOR
CO	CARBON MONOXIDE DETECTOR
CO/NO2	CARBON MONOXIDE/NITROGEN DIOXIDE SENSOR (GARAGE)
	ADA TWO-WAY COMMUNICATIONS SYSTEM
KP	DOOR ACCESS CONTROL KEY PAD
CR	DOOR ACCESS CONTROL CARD READER
SDS	DOOR ACCESS CONTROL DOOR STRIKE
ML	DOOR ACCESS CONTROL MAG LOCK
DS	DOOR ACCESS CONTROL DOOR SENSOR
	DOOR ACCESS CONTROL REQUEST TO EXIT
	PUSHBUTTON
B	BELL

NOTE: ALL SYMBOLS MAY NOT BE USED.

Sheet List Table

SHEET NUMBER	SHEET TITLE
E001	ELECTRICAL COVER SHEET
ES102	SITE PHOTOMETRIC PLAN
E503	EXTERIOR INSTALLATION DETAILS
E601	EQUIPMENT & FIXTURE SCHEDULES

ELECTRICAL GENERAL NOTES:

1. REFER TO ARCHITECTURAL CABINET CASEWORK ELEVATION DRAWINGS FOR CLARIFICATION ON MOUNTING AND PLACEMENT OF ALL RACEWAY. RECEPTACLES, SWITCHES, NURSE CALL PANELS AND LIGHTING CONTROL PANELS.
2. MANY DEVICE MOUNTING LOCATIONS ARE DEPENDANT ON MILLWORK LOCATIONS. COORDINATE ALL APPLICABLE LOCATIONS WITH MILLWORK INSTALLER PRIOR TO BEGINNING WORK.
3. REVIEW AND COORDINATE WITH ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, PLUMBING, AND OTHER DRAWINGS PRIOR TO BID.
4. NOTIFY AND COOPERATE WITH THE MECHANICAL CONTRACTOR SUCH THAT NO DUCTS, PIPING, OR EQUIPMENT FOREIGN TO THE OPERATION OF THE ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE INSTALLED IN, ENTER, OR PASS THROUGH ELECTRICAL ROOMS OR SPACES, OR ABOVE OR BELOW ELECTRICAL EQUIPMENT IN OTHER AREAS.
5. REVIEW ALL ARCHITECT'S ELEVATIONS, SECTIONS, AND FLOOR PLANS PRIOR TO ROUGH-IN OF ELECTRICAL JUNCTION BOXES.
6. CONSULT ARCHITECTS REFLECTED CEILING PLANS FOR EXACT LOCATION OF LIGHTING FIXTURES, SPEAKERS, SMOKE DETECTORS, ETC.
7. MEET WITH THE CEILING AND MECHANICAL CONTRACTORS TO COORDINATE LOCATIONS, CLEARANCES, CEILING TYPES, AND ROUGH-IN REQUIREMENTS OF ALL LIGHTING FIXTURES PRIOR TO DUCT, PIPING, AND CEILING INSTALLATIONS.
8. VERIFY EXACT LOCATION(S) OF ALL EQUIPMENT TO BE FURNISHED BY OTHERS PRIOR TO ROUGH-IN.
9. PERFORM ALL WORK IN A WORKMANLIKE MANNER, PER INDUSTRY STANDARD, AND TO THE SATISFACTION OF THE ARCHITECT AND ENGINEER.
10. WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO THE LATEST EDITIONS OF LOCAL, STATE AND NATIONAL CODES, STANDARDS AND ORDINANCES.
11. FINAL CONNECTIONS TO EQUIPMENT SHALL BE MADE AS PER MANUFACTURERS WRITTEN INSTRUCTIONS AND APPROVED WIRING DIAGRAMS AND DETAILS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED. THE ELECTRICAL CONTRACTOR SHALL VERIFY ALL ELECTRICAL LOADS (VOLTAGE, PHASE, CONNECTION REQUIREMENTS, ETC.) OF EQUIPMENT FURNISHED UNDER OTHER DIVISIONS WITH APPROVED SHOP DRAWINGS PRIOR TO BEGINNING ROUGH-IN.
12. REFER TO ALL DETAILS ON ALL SHEETS WETHER OR NOT CALLED IN REFERENCE NOTES.
13. GANG TOGETHER ALL LIGHT SWITCHES INSTALLED ADJACENT TO EACH OTHER WITH ONE PIECE COVER PLATE.
14. USE EPOXY ANCHORS TO SUPPORT THE ELECTRICAL EQUIPMENT. EXPANSION ANCHOR BOLTS ARE NOT ACCEPTED.
15. PROVIDE BLANK COVER PLATES TO MATCH THE OTHER COVER PLATES FOR ALL JUNCTION BOXES WHERE DEVICES HAVE NOT BEEN INSTALLED AT THE COMPLETION OF WORK.
16. ALL MATERIALS USED IN THIS INSTALLATION SHALL BE U.L. APPROVED AND NEW.
17. DO NOT INSTALL WIRING IN DUCT WORK.
18. TERMINATE THE ELECTRICAL CONNECTIONS TO ALL THE EQUIPMENT BY PROVIDING THE NECESSARY MALE/FEMALE CONNECTOR, RECEPTACLE, PLUG, ETC.
19. VISIT THE PROJECT SITE DURING THE BIDDING PROCESS TO DETERMINE THE TOTAL SCOPE OF THE PROJECT.
20. CONNECT ALL BATTERIES IN EMERGENCY FIXTURES, EGRESS LIGHTS, AND EXIT SIGNS TO UNSWITCHED CONDUCTOR.
21. DO NOT PENETRATE STRUCTURAL ELEMENTS OF FLOORS, WALLS, CEILINGS, ROOF, ETC.
22. WIRING IN PATIENT CARE AREAS SHALL COMPLY WITH NEC 517.13: STANDARD MC CABLE IS NOT ACCEPTABLE IN THESE AREAS.

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 15 SEPTEMBER 2020
PROJECT #: 20-046
DRAWN BY: KLB
CHECKED BY: KLB

REVISIONS

BREINHOLT POWER ENGINEERING PLLC
805 S 1430 W
LEHI, UT 84043
(801)367-5180
BPE#20059



KYLE BREINHOLT
LIC.: 9857303
EXP.: 31 MARCH 2021

PROJECT

IDI EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

ELECTRICAL COVER SHEET

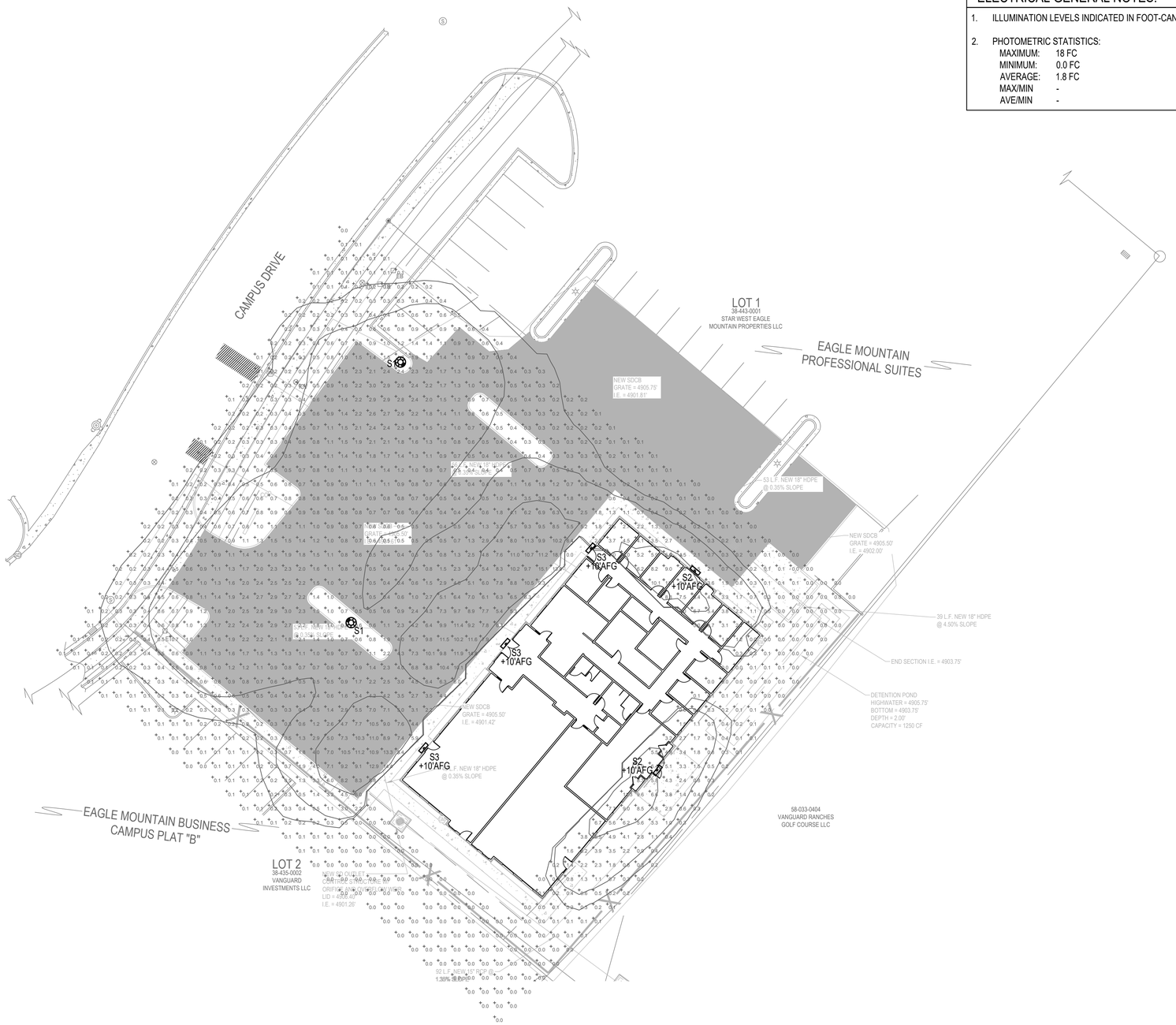
E001

ELECTRICAL GENERAL NOTES:

1. ILLUMINATION LEVELS INDICATED IN FOOT-CANDLES.

2. PHOTOMETRIC STATISTICS:

MAXIMUM:	18 FC
MINIMUM:	0.0 FC
AVERAGE:	1.8 FC
MAX/MIN	-
AVE/MIN	-



1 - SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

0 10' 20' 40'

N

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ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

##########

#

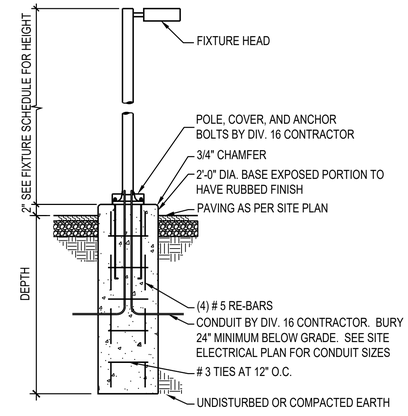
NOT USED

NOT USED

1 POLE BASE DETAIL

SCALE: NTS

POLE HEIGHT	FOOTING DEPTH
8'-0"	2'-6"
12'-0"	3'-0"
20'-0"	4'-0"
30'-0"	5'-0"
40'-0"	6'-0"



NOT USED

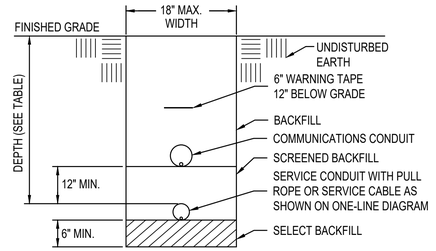
NOT USED

2 TRENCHING DETAIL

SCALE: NTS

LOCATION DESCRIPTION	MIN. DEPTH
BELOW CONCRETE SLAB (NOT TRAFFIC)	18 INCHES
BELOW TRAFFIC SURFACES	24 INCHES
PARKING LOT (PAVED OR NON-PAVED)	24 INCHES
OTHER LOCATIONS	24 INCHES
UTILITY SECONDARY	24 INCHES*
UTILITY PRIMARY	48 INCHES*

(SEE NEC TABLE 300.5)
* VERIFY ALL DIMENSIONS WITH LOCAL POWER COMPANY STANDARDS AND SPECIFICATIONS.

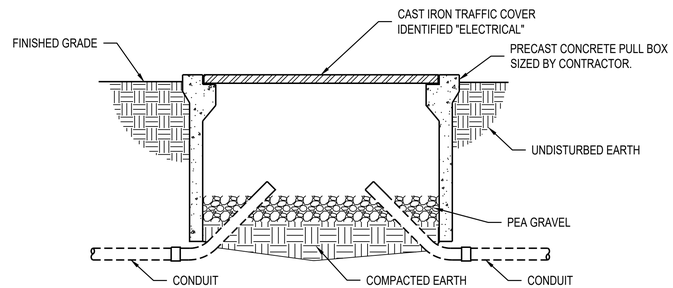


NOT USED

NOT USED

3 TYPICAL ELECTRICAL PULL BOX DETAIL

SCALE: NTS



SECTION VIEW

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
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PROJECT

IDI EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

EXTERIOR INSTALLATION DETAILS

E503

SITE LIGHTING FIXTURE SCHEDULE

FIXT #	FIXTURE						LAMPS		POLE			REMARKS
	MANUFACTURER	CATALOG #	VOLTS	#/POLE	WATTS	MOUNTING	TYPE	QTY/FIXT.	MANUFACTURER	HEIGHT	CATALOG #	
S1	GLP	GR1116-CBA/G2LED65-T4-40K/CBA	120	1	102	POLE	LED 12,500 LM 4000K CCT 70 CRI B2-U0-G3	INTEGRAL	GLP	13'-8"	GP35-14-CBA	CBA-FINISH SELECTED BY ARCHITECT
S2	LITHONIA	CSXW LED 30C 700 40K T2M	120	1	69	WALL	LED 7,500 LM 4000K CCT 70 CRI B2-U0-G2	INTEGRAL	NONE	N/A	NONE	
S3	LITHONIA	CSXW LED 30C 1000 40K TFTM	120	1	104	WALL	LED 12,500 LM 4000K CCT 70 CRI B2-U0-G2	INTEGRAL	NONE	N/A	NONE	

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PROJECT

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ADDRESS:
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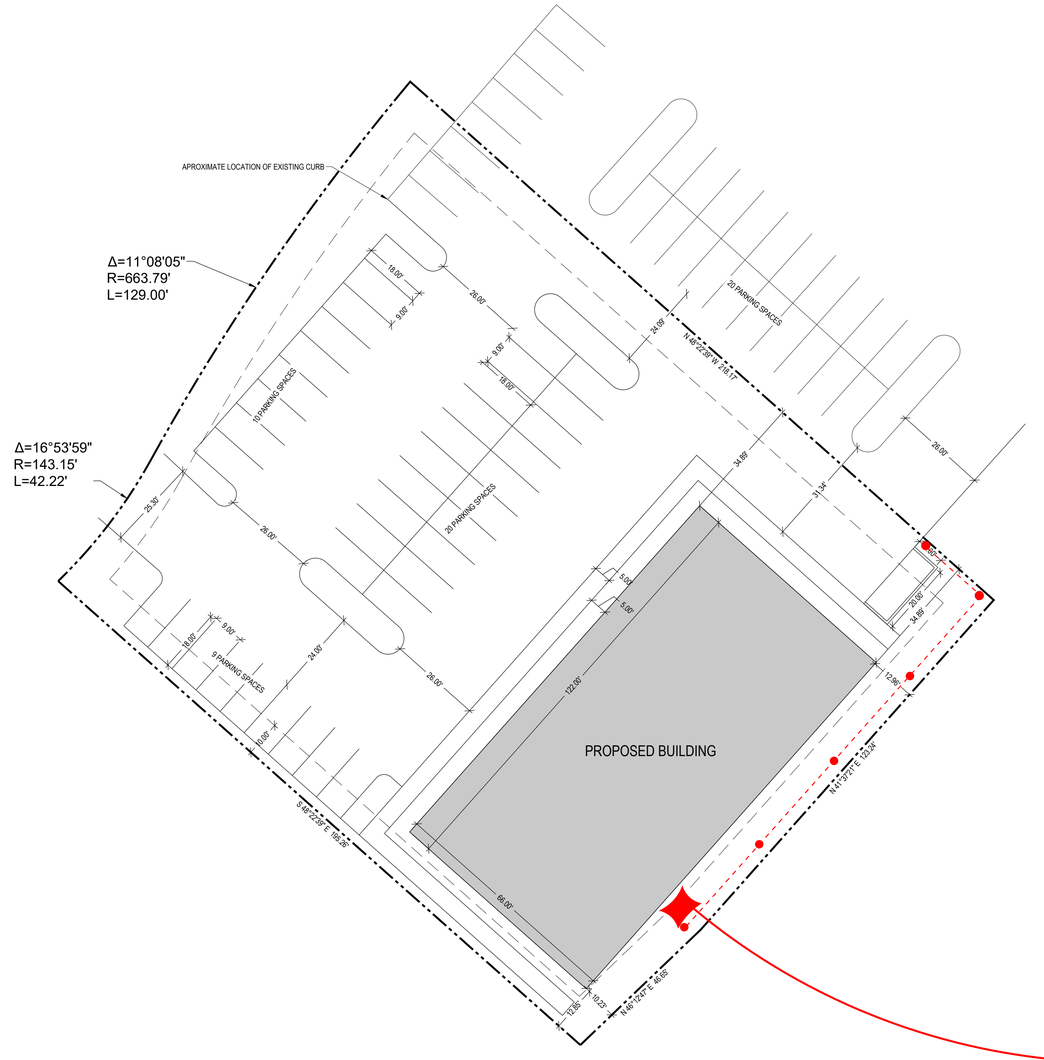
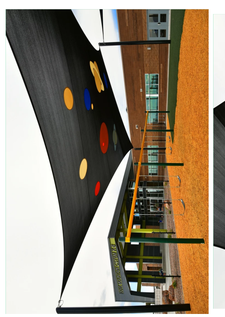
ELECTRICAL

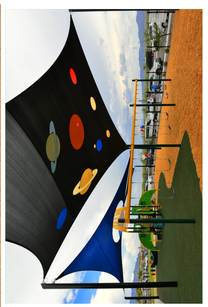
EQUIPMENT & FIXTURE SCHEDULES

E601









NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

DESCRIPTION	AREA	%
HARDSCAPE	25,116 SQFT	18%
LANDSCAPE	70,308 SQFT	49%
BUILDINGS	46,755 SQFT	33%
TOTAL	142,179 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. HEAVY DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
3. ASPHALT T-PATCH, PER APWA PLAN NO. 255.
4. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
5. CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
6. CONCRETE FLARE DRIVE APPROACH, PER APWA PLAN NO. 221.1
7. CONCRETE OPEN DRIVE APPROACH, PER APWA PLAN NO. 225.
8. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
9. 24" CONCRETE CURB AND GUTTER. SEE DETAIL 'D2', SHEET C5.01.
10. 24" CONCRETE RELEASE CURB AND GUTTER. SEE DETAIL 'D3', SHEET C5.01.
11. 30" CONCRETE CURB AND GUTTER, PER APWA PLAN NO. 205.1 'TYPE A'.
12. 36" WIDE CONCRETE WATERWAY. SEE DETAIL 'D4', SHEET C5.01.
13. 48" WIDE CONCRETE WATERWAY, PER APWA PLAN NO. 211.
14. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
15. CONCRETE RETAINING WALL SEE DETAIL ' ', SHEET C5.02.
16. INTERLOCKING BLOCK RETAINING WALL. SEE DETAIL ' ', SHEET C5.02.
17. ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
18. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
19. PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
20. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
21. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
22. 12" WIDE SOLID WHITE PEDESTRIAN CROSSWALK
23. PAINTED 12" WIDE SOLID WHITE STOP BAR AND WORD "STOP".
24. 4" WIDE SOLID WHITE LANE STRIPE.
25. 4" WIDE DASHED WHITE LANE STRIPE.
26. DOUBLE 4" WIDE SOLID YELLOW LANE STRIP
27. 4" WIDE SOLID WHITE AND 4" WIDE DASHED WHITE TURN LANE STRIPE.
28. PAINTED ARROW SYMBOL.
29. NEW 24" STOP SIGN. SEE MUTCD DETAIL R1-1.
30. SPEED LIMIT SIGN. SEE MUTCD DETAIL R-10. COORDINATE WITH CITY.
31. CONCRETE WHEEL STOP. SEE DETAIL 'B6', SHEET C5.01.
32. BOLLARD. SEE DETAIL 'B5', SHEET C5.01.
33. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

Blue Stakes of UTAH 811 Bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

EAGLE MOUNTAIN DENTAL

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	JPP
CHECKED BY:	RJP
DATE:	8-17-20

HORIZONTAL CONTROL PLAN

C1.01

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CHRISTENSEN NET WORKS

401 Lincoln St.
Everson, WA 98247
Phone-800.459.2147
Fax-800.330.7980
www.cnwnetting.com

PRODUCT NAME
#**G295T** Knotless Polyester Netting
2" BK Stretch Mesh (1" hole)
Netting cut and hung on the diamond
Hand sewn rope border

SPECIFICATIONS
YARN: Hi-Tenacity Polyester
TENSILE: 122.5 pound minimum

NETTING SPECIFICATIONS
COLOR: Pressure Impregnated Black and Tarred, for maximum UV and abrasion resistance

ROPE
DIAMETER: 3/8" Braided SportRope
COLOR: Black
TENSILE: Average 3500 Pounds

HANGING TWINE
#42 Regular Braid Polyester
TENSILE: 455 Pounds
COLOR: Black Polyester Filament



FEATURES

- Stylish and efficient round traditional lighting fixture for post top mounting
- Lightweight cast aluminum fixture base with stainless steel set screws for installation
- Slip fits over common 2 7/8” and 3” OD tenons on most decorative poles
- Durable Powder Coat Finish
- 0-10v Dimming Capability
- 10kV/10kA Surge Protection Standard
- ETL Listed

LED LIGHT SOURCE OPTIONS

- 3 Power Levels
- 3 Color Temperatures
- 2 Light Distributions

MATERIALS

- Base, Cage, Finial - Cast Aluminum (A356)
- Hat - Spun Aluminum
- Hardware - Stainless Steel
- Lens - Prismatic Acrylic

LENS OPTION

- **NL -** No Lens (Highest LPW)
- **AC-CL -** Clear Prismatic Acrylic

ACCESSORIES

- **PCLL -** PCL for LED Fixtures
- **HSS90 -** 90° House Side Shield
- **HSS180 -** 180° House Side Shield

LED LIGHT SOURCE CONFIGURATIONS

G2LED40—1 Driver, 1 LED Module, 1 Optic
G2LED65—1 Driver, 1 LED Module, 1 Optic
G2LED80—2 Drivers, 2 LED Modules, 2 Optics

DRIVER

0-10v Dimming Compatible
120 to 277 Auto Sensing
Class 2, Class P
Minimum Rating IP66

LED MODULE

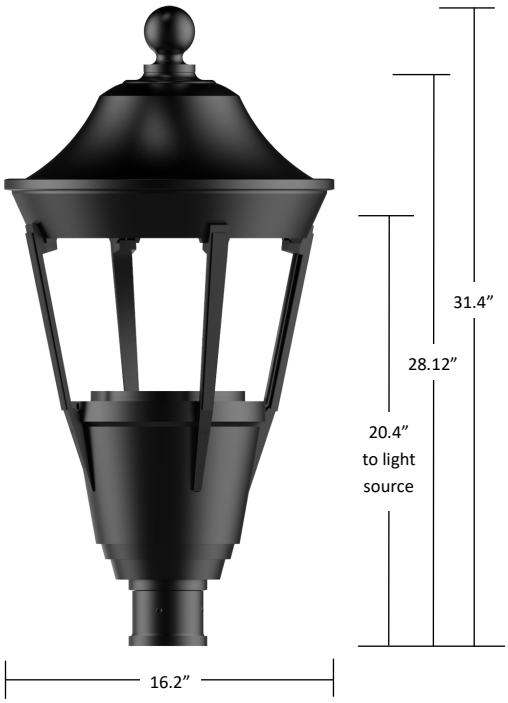
12 High efficacy multi-die packages
2x6 LED Configuration
80CRI—2700, 3000, 4000 CCT

LED OPTICS

2x6 Multi Lens
PMMA (Acrylic)
IES Type III, V
Silicone Gasket
IP66 System

SURGE PROTECTION

10 kV / 10 kA



Finish

The fixture will be finished with an electrostatically applied polyester powder coat suitable for exterior use. The fixtures are pretreated using industry standard environmentally responsible processes for a long lasting and durable finish.

Standard Finishes
BK - Black (Gloss)
BT - Black (Textured)
SB - Statuary Bronze
GN - Green

Premium Finishes
WH - White (Gloss)
CV - Copper Vein
GV - Green Vein
CF - Custom Finishes

LED Light Source Options

Light Source	Nominal Power	CCT	Distribution
G2LED40	40 W	2700K (**27K**)	Type II (**T2**)
G2LED65	65 W	3000K (**30K**)	Type III (**T3**)
G2LED80	80 W	4000K (**40K**)	Type IV (**T4**)
			Type V (**T5**)

LED Drivers are auto voltage sensing, standard 120V through 277V (347, 480V Version Available-Consult Factory)

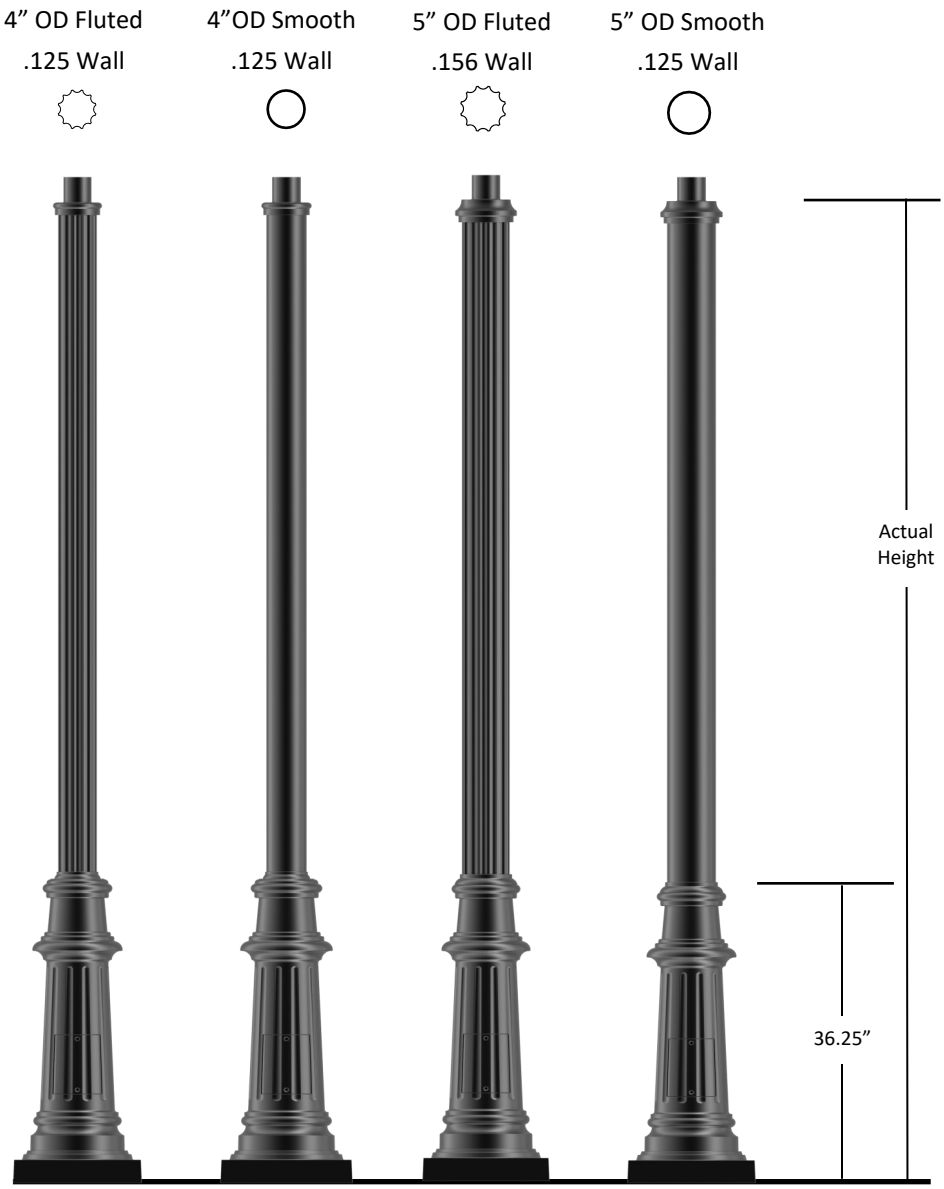
LED Light Source Performance Data
In No Lens Fixture

Module Name	mA	Color Temp (CCT)	27K Delivered Lumens	27K Efficacy (LPW)	30K Delivered Lumens	30K Efficacy (LPW)	40K Delivered Lumens	40K Efficacy (LPW)
G2LED40	750	T2						
		T3						
		T4						
		T5						
G2LED65	1200	T2						
		T3						
		T4						
		T5						
G2LED80	1500	T2						
		T3						
		T4						
		T5						

Ordering Guide

	Luminaire		Lens Material/ Color		LED Light Source	Distribution Type		CCT		Optional Photocell	Optional House Side Shield		Finish
EXAMPLE	GR1116	–	AC-CL	/	G2LED80	T3	–	40K	/	PCLL	HSS180	/	BT
	GR1116		NL		G2LED40	T3		27K		PCLL	HSS90		BK
			AC-CL		G2LED65	T5		30K			HSS180		BT
					G2LED80			40K					SB
													GN
													Premium Finishes
													WH, CV, GV, CF
	Required									Optional			Choose Finish

Shaft Styles



FEATURES

- Strong, lightweight and easy to install
- Extruded aluminum shaft welded to a decorative cast aluminum base
- 3” OD x 3” tall tenon included for luminaire mounting
- Access door for wiring secured with stainless steel screws
- Ground lug included inside base
- Durable powder coat finish
- 1/2” x 18” Anchor Bolts & Template included

MATERIALS

- Base - Cast Aluminum (A356)
- Shaft - Extruded Aluminum (6061-T6)
- Tenon - Cast Aluminum (A356)
- Anchor Bolts - Hot Dipped Galvanized
- Hardware—Stainless Steel

ACCESSORIES

- **GFCI** Box with weatherproof WIUC

(Additional accessories below ordered separately)
(See Accessories Page for ordering guide)

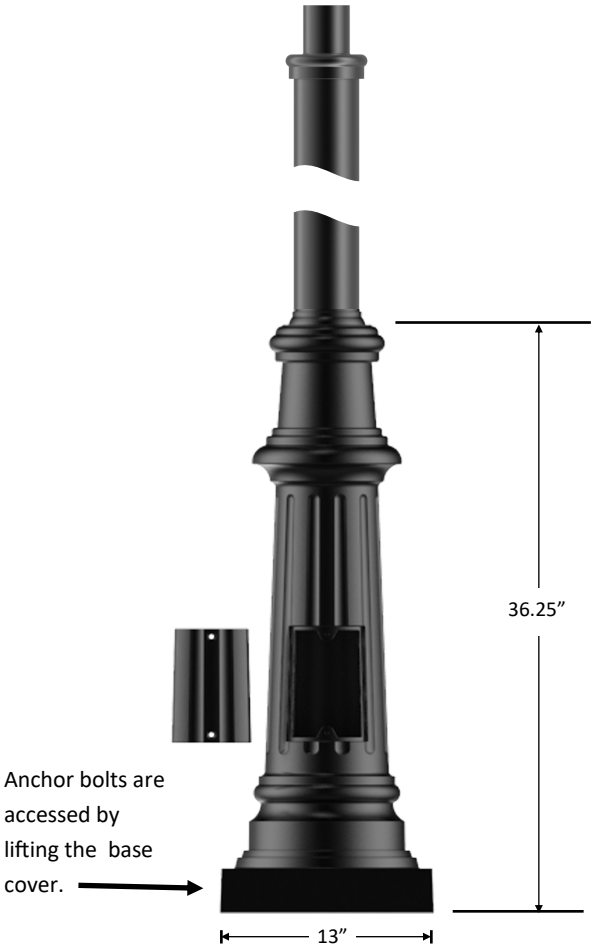
- Clamp on banner arms
- Direct bury extension
- Clamp on flag pole holder

ANCHORAGE

- 1/2” x 18” x 3” Hot-dipped galvanized steel L-type anchor bolts.
- (4) Bolts with (2) nuts, (2) washers per bolt included

GP33-xx	GP34-xx	GP35-xx	GP36-xx	Actual Height
GP33-08	**GP34-08**	**GP35-08**	**GP36-08**	7’ 8”
GP33-10	**GP34-10**	**GP35-10**	**GP36-10**	9’ 8”
GP33-12	**GP34-12**	**GP35-12**	**GP36-12**	11’ 8”
GP33-14	**GP34-14**	**GP35-14**	**GP36-14-TN**	13’ 8”

Pole Details



Finish

The post will be finished with an electrostatically applied polyester powder coat suitable for exterior use. The poles are pretreated using industry standard environmentally responsible processes for a long lasting and durable finish.

Standard Finishes
BK - Black (Gloss)
BT - Black (Textured)
SB - Statuary Bronze
GN - Green

Premium Finishes
WH - White (Gloss)
CV - Copper Vein
GV - Green Vein
CF - Custom Finishes

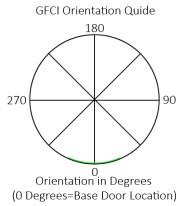
Tenons

3” OD x 3” Tall Tenon Standard
TNS54 - 4” OD x 3” Tall Tenon slip fits over 5” smooth shaft
TNF54 - 4” OD x 3” Tall Tenon slip fits over 5” fluted shaft
LT - Less Tenon
Other tenons available upon request
Check fixture and/or arm spec sheet for tenon requirements

Accessories

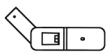
GFCI - Provision for Ground Fault Circuit Interrupter outlet with NEC required wet location while in use type cover (WIUC). The cover is made of die cast aluminum and will be painted to match.

GFCI Orientation is stated as degrees from access door and **GFCI Placement** on shaft must be specified in ordering guide below.
TOP - placement will be 6” from top of pole.
BOT - placement will be 6” above the base.

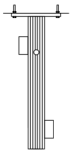


(Additional accessories below ordered separately)
(See Accessories Page for ordering guide)

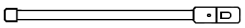
Flag Pole Holder



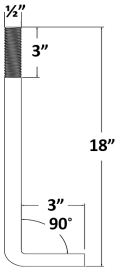
Direct Bury Extension



Single and Double Sided Field Rotatable Banner Arm



Anchor Bolt Details



(4) 1/2” Galvanized Steel L-Type Anchor Bolts
(8) 1/2” Galvanized Steel Hex Nuts
(8) 1/2” Galvanized Steel Flat Washers
(8) 3/4” Galvanized Steel Flat Washers

Ordering Guide

	Pole/Shaft Style		Height		Tenon	Accessory		GFCI Orientation		GFCI Placement		Finish
EXAMPLE	GP34	–	14	/	Leave blank for standard	GFCI	–	BOT	–	180	/	BT
	GP33		08		TNS54	GFCI		TOP		0		BK
	GP34	–	10		TNF54			BOT		90		BT
	GP35		12		LT					180		SB
	GP36		14							270		GN
												Premium Finishes
												WH, CV, GV, CF
	Required				Optional							Choose Finish



CSXW LED
LED Wall Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

CONTOUR SERIES

Introduction

The Contour® Series luminaires offer traditional square dayforms with softened edges for a versatile look that complements many applications.

The CSXW LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100-400W metal halide in wall-mounted applications with typical energy savings of 80% and expected service life of over 100,000 hours.

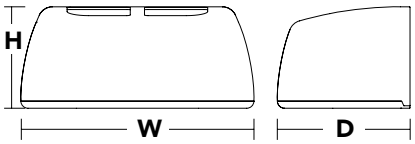
Specifications

Height: 7-1/8" *(29.2 cm)*

Width: 16-3/8" *(41.6cm)*

Depth: 9-5/16" *(23.6 cm)*

Weight (max): 30 lbs *(13.6 kg)*

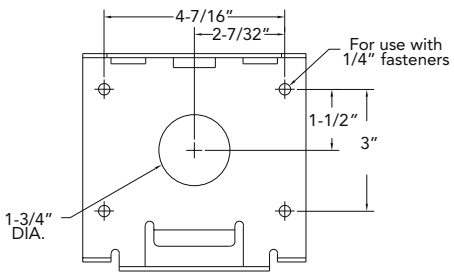


Ordering Information

EXAMPLE: CSXW LED 30C 700 40K T3M MVOLT DDBXD

CSXW LED								
Series	**LEDs**	**Drive current**	**Color temperature**[1]	**Distribution**	**Voltage**	**Mounting**	**Options**	**Finish** *(required)*
CSXW LED	**30C** 30 LEDs	**700** 700 mA **1000** 1000 mA	**40K** 4000K **50K** 5000K	**T2M** Type II, medium **T3M** Type III, medium **T4M** Type IV, medium **TFTM** Type forward throw, medium	**MVOLT**[2] **120**[2] **208**[2] **240**[2] **277**[2] **347**[3] **480**[3]	**Shipped included** (blank) Surface mount **Shipped separately** **BBW** Surface-mounted back box (for conduit entry)[4]	**Shipped installed** **PE** Photoelectric cell, button type[5,6] **DMG** 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) **SF** Single fuse (120, 277, 347V)[7] **DF** Double fuse (208, 240, 480V)[7] **Shipped separately**[4] **VG** Vandal guard	**DDBXD** Dark bronze **DBLXD** Black **DNAXD** Natural aluminum **DWHXD** White **DDBTXD** Textured dark bronze **DBLBXD** Textured black **DNATXD** Textured natural aluminum **DWHGXD** Textured white

Mounting Detail



Accessories

Ordered and shipped separately.

CSXWBBW DDBXD U	Back box accessory (specify finish)
CSXWVG U	Vandal guard accessory

NOTES

1. Configured with 4000K (/40K) provides the shortest lead times. Consult factory for 5000K (/50K) lead times.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options) or photocontrol (PE option).
3. Available with 700 mA options only (30C 700).
4. Also available as a separate accessory; see Accessories information at left.
5. Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option.
6. Must be ordered with fixture; cannot be field installed.
7. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	Performance Package	System Watts	Dist. Type	40K					50K				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
30C	700 mA	30C 700 --K	69W	T2M	7,561	2	0	2	110	7,608	2	0	2	110
				T3M	7,981	2	0	2	116	8,031	2	0	2	116
				T4M	7,924	1	0	2	115	7,973	2	0	2	116
				TFTM	8,083	1	0	2	117	8,134	1	0	2	118
	1000 mA	30C 1000 --K	104W	T2M	11,321	2	0	2	109	10,422	2	0	2	100
				T3M	11,528	2	0	2	111	11,001	2	0	2	106
				T4M	11,735	2	0	2	113	10,922	2	0	2	105
				TFTM	11,942	2	0	2	115	11,142	2	0	2	107

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	**77°F**	**1.00**
30°C	86°F	1.00
40°C	104°F	0.99

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **CSXW LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.94	0.91	0.85

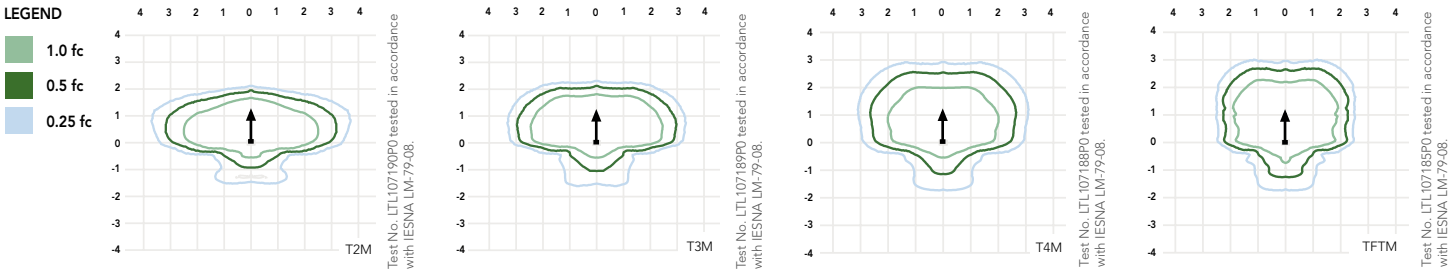
Electrical Load

Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
30C	700	69W	0.695	0.412	0.367	0.331	0.247	0.186
	1000	104W	1.034	0.599	0.528	0.472	0.382	0.302

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's CSXW homepage.

Isofootcandle plots for the CSXW LED 30C 1000 40K. Distances are in units of mounting height (20').



FEATURES & SPECIFICATIONS

INTENDED USE

The Contour Series Wall LED luminaire is ideal for commercial building mounted applications from over-the-door to 20 ft mounting heights.

CONSTRUCTION

Rugged, die-cast, single-piece aluminum housing. Unique flow-through design for optimized thermal management. Modularity allows for ease of maintenance and potential for future system upgrades. Metallic screen covers the top of the housing, preventing debris build-up while allowing for air flow. Housing is completely sealed against moisture and environmental contaminants.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision-molded acrylic lenses provide optimal luminaire spacing and improved uniformity. Lenses are indexed to the circuit board to ensure consistent optical alignment and delivering repeatable photometric performance. Light engines are available in standard 4000K (70 CRI) or optional 5000K (67 CRI) configurations. The CSXW has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of 30 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (100,000 hrs at 40°C, L70). Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Universal mounting mechanism with integral mounting support allows fixture to hinge down. Bubble level provides correct alignment with every installation.

LISTINGS

CSA Certified to U.S. and Canadian standards. Rated for -40°C minimum ambient. Light engine is IP66 rated. Luminaire is IP65 rated.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing and Transitioning.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	
APPLICANT:	Staff

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the code amendment to EMMC Chapters 16.35 and 17.60 as presented (or with minor changes as agreed upon at the meeting).

BACKGROUND:
The City's development code includes standards for fencing based on the type of use as well as requirements for fencing along certain roadway types. Questions have been raised as the the specifics of the standards and how to better improve the standards to ensure the fencing utilized in development projects are appropriate and can stand the test of time.

The Planning Commission held a public hearing on this request on October 13, 2020. The public hearing was opened and closed at that time. The request was tabled for minor edits to the code amendment. Those edits included:

- Increasing the allowed fence height to eight feet (8') for commercial fencing (EMMC 17.60.120(D))
- Requiring that chain link fencing for detached residential be screened with a solid fence/wall so as not to be viewable from a street (EMMC 17.60.130(A))
- Identifying a separate, less costly "durable quality" standard for industrial privacy fencing (EMMC 16.35.090).

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

At the November 10, 2020, meeting, the Planning Commission unanimously voted (4-0, 1 absent) to recommend approval of the code amendments as presented.

ATTACHMENTS:

ORD--EMMC 16.35 & 17.60 Related to Fencing

16.35 Development Standards for Required Public Facilities - PROPOSED

17.60 Landscaping, Buffering, Fencing and Transitioning - PROPOSED

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTERS 16.35 DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITES AND 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing and Transitioning, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing, and Transitioning.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____ .

Exhibit A

Chapter 16.35
Development Standards for Required Public Facilities

16.35.090 Privacy fencing.

Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.

Business Park, Commercial, Commercial Storage, and Industrial developments shall install privacy fencing of consistent height (no less than six feet (6')), material and color, and of durable quality along the rear and/or side lot lines that abut an arterial or collector road right-of-way, existing or designated in the city's future transportation plan. Applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council may require a specific material and color for the fencing in a site plan or master development agreement.

"Durable quality" shall mean fencing of stone, masonry, or decorative concrete~~, or wood-alternative composite material. Wood fencing (with six-inch by six-inch posts) may be permitted if an HOA enters into a maintenance agreement to keep the fence in good repair~~. Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. For Industrial developments, "durable quality" shall include chain link fencing that complies with EMMC 17.60.130. [Ord. O-06-2017 § 2 (Exh. A); Ord. O-17-2010 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.9); Ord. O-07-2006 § 2 (Exh. 1 § 7.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.9)].

Chapter 17.60
Landscaping, Buffering, Fencing and Transitioning

17.60.120 General fencing provisions.

The following fencing provisions shall be adhered to:

A. Property Lines. Property owners should only install fencing on their property. If the property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

B. Residential Fence Height. No residential sight-obscuring fence shall be higher than four feet (4') between the front wall of the home and the street. Residential fencing cannot exceed six feet (6') in height.

C. Residential Alley Fencing. Fences along alleys or residential service drives may be no higher than six feet (6') and must follow the clear vision triangle regulations (see Diagram 17.60.170(c)).

D. Commercial Fence Height. Fencing in commercial areas shall not exceed ~~six~~ eight feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

E. Industrial Fence Height. Fencing in industrial areas shall not exceed eight feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

F. Miscellaneous Properties/Uses. Fencing height and setbacks for other uses shall be determined by the planning director based on compatibility with the neighborhood and adjacent uses. Security fencing for public facilities, such as power substations, may exceed height and material restrictions, based on compatibility and safety.

G. Public View. Finished side slats shall be on the street side or public view side of the fence railing.

H. Fire Hydrants and Utility Boxes. Fire hydrants and utility boxes shall not be fenced into a yard. A three-foot clear space shall be maintained around the circumference of all fire hydrants and utility boxes. Some utility boxes are not visible above ground. Blue Stakes should always be contacted and appropriate staking/marking should occur prior to installing a fence.

I. Retaining Walls. Retaining walls that are over four feet (4') in height shall obtain a building permit in accordance with the International Building Code or the International Residential Code. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.

J. Sport Courts. Fencing for sport courts (tennis, basketball, etc.) may be chain link, and is exempt from the height restrictions of this chapter. Sport court fencing may not be used as exterior property-line fencing.

K. Public Utility Easement. Fencing may be installed over a public utility easement, but retaining walls shall not.

L. Meters. Fencing shall not obstruct access to gas and electric meters. If meters are in a fenced area, there must be an unlocked entrance to access these meters.

M. Clear Vision Triangles. All clear vision triangles as described in this chapter shall be preserved. Diagram 17.60.170(c), Alleyway Fencing, also gives additional information for maintaining the clear vision triangles with fencing. All property owners shall maintain a clear vision triangle for neighboring driveways as depicted in Diagram 17.60.170(a).

N. Barbed Wire. Barbed wire or wire fences shall be allowed only in conjunction with approved animal uses, unless otherwise approved by the planning commission.

O. Razor Fences. Razor fences shall be prohibited.

~~O~~P. Additional Restrictions. Many of the covenants, conditions, and restrictions (CC&Rs) recorded with property contain restrictions on fencing. Property owners shall refer to these standards and discuss the proposed fencing with appropriate architectural review committee, as applicable, prior to installation.

~~P~~Q. Refuse Areas. All refuse areas shall be screened by approved solid fencing materials. Chain link fences and fencing with vinyl slats are prohibited.

~~Q~~R. Collector and Arterial Fencing. All fencing adjacent to a collector or arterial road shall comply with standards in EMMC 16.35.090, Privacy fencing.

~~R~~S. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.

1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.

2. Commercial or industrial developments with rear or side lot lines abutting an arterial or collector road right-of-way shall install privacy fencing or a privacy wall of consistent height (no less than six feet (6')), material, color, and durable quality as defined by EMMC 16.35.090. Developer applicants are required to install privacy fencing prior to a final inspection for the project. The city council shall be authorized to require a specific material and color for the fencing/wall in a site plan approval. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.

3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with a durable quality fence/wall as defined by EMMC 16.35.090. Acceptable material and design examples are outlined in EMMC 17.160.110(B).~~:~~

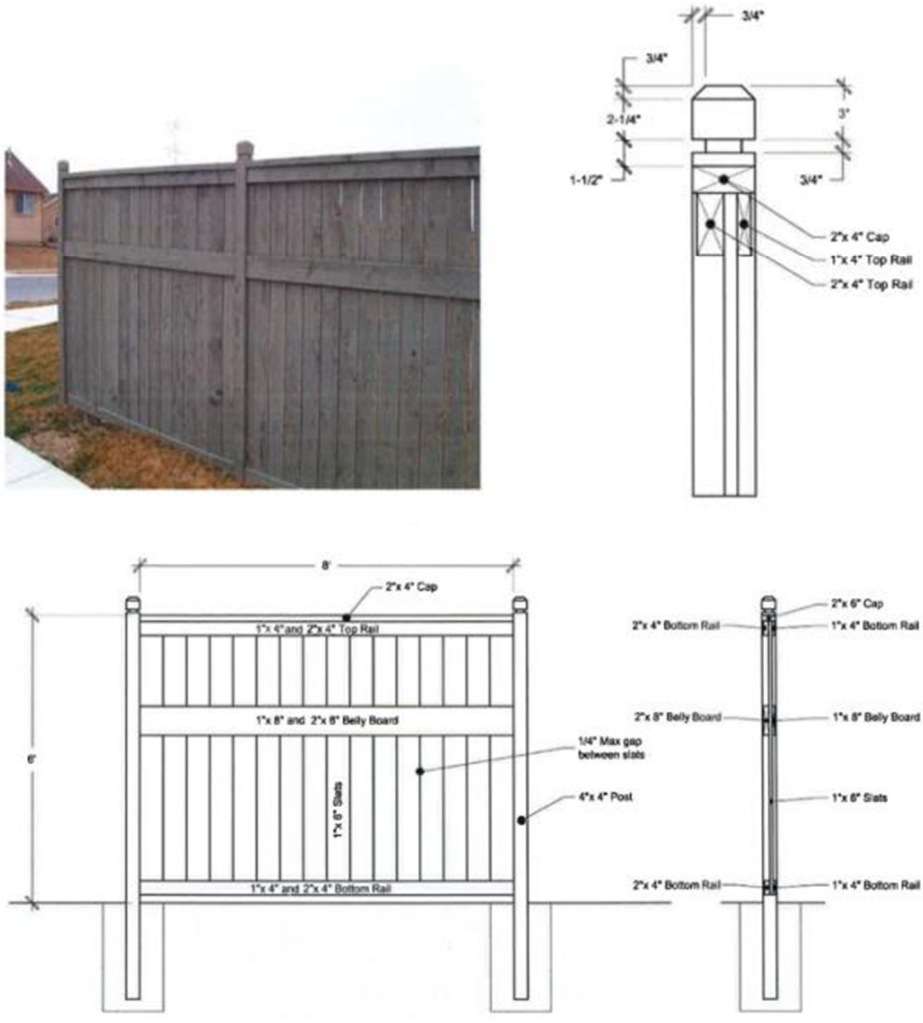
a. Six-inch by six-inch cedar posts that are crowned and routed on top;

b. One-inch by four-inch and two-inch by four-inch nailer board on the top and bottom of fence;

c. Two-inch by four-inch cap board on top;

d. One-inch by six-inch slats;

e. One-inch by eight-inch and two-inch by eight-inch nailer board 30 inches below top of fence.



4. Alternative Standards. Residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain city council. Any alternative standard fencing shall be for a durable quality fence/wall as defined by EMMC 16.35.090. Adopted alternative standards and the neighborhoods to which they apply shall be

~~added to this title.~~

~~5.~~4. Nonconforming existing fencing may be maintained in current styles and configurations as legal nonconforming fencing. Legal nonconforming fencing that becomes damaged or destroyed may be rebuilt or repaired within six months of the damage occurring without having to comply with this standard. Existing homes or lots without fencing shall also be classified as legal nonconforming and thus not required to install fencing. [Ord. O-22-2018 § 2 (Exh. A); Ord. O-18-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.12); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.12)].

17.60.130 Chain link fencing.

Chain link fencing is prohibited as a residential perimeter fence~~permitted when the recorded covenants, conditions, and restrictions of the property do not prohibit its use~~. Chain link fencing for non-residential projects shall comply with the following standards noted below and depicted in Diagram 17.60.170(b), Chain Link Fencing.

A. Detached Residential. Chain link fencing may be used as an animal enclosure. Chain link fence height shall not exceed ~~four~~ six feet (6') in height and is permissible in rear ~~yards~~ and ~~in~~ side yards only~~, as long as no part of the fence is closer to the street than the front wall (or in the case of a corner lot, the side wall) of the home, excluding porches~~. Chain link fencing shall be screened from view of a street by a solid fence or wall.

B. Commercial and Multifamily. Chain link fencing is prohibited in all commercial and multifamily developments.

C. Industrial. Chain link fencing in industrial areas shall not exceed eight feet (8') in height, and shall be permissible no closer than the front wall of the building (or in the case of a corner lot, the side wall of the building). Where chain link fencing is visible from the street or parking, additional landscaping shall be established. All chain link fencing in industrial areas shall be vinyl-coated. The planning commission or city council can require a solid screen fence other than chain link to screen outdoor storage or similar uses.

D. A top rail bar is required on all chain link fencing.

E. Slats are not allowed.

F. Fencing may not obstruct traffic visibility on corner lots.

G. Fences must meet all other standards for fence construction in the development code.

H. Fencing must be constructed with the open cut of fence mesh down to the ground. [Ord. O-05-2008 § 2 (Exh. A § 12.13); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.13)].

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.10 Master Development Plans.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	
APPLICANT:	Staff

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend that the City Council make a motion to approve the proposed code amendment to EMMC Chapter 16.10 as presented (or with minor changes agreed upon at the meeting).

BACKGROUND:
The Planning Commission and City Council have sought to revise and update the requirements for master development plans and agreements based on previous project proposals that have been submitted to the City. The proposed amendments help to fill in some of the questions and process flow that have been identified over the years. Additionally, the amendment sets standards for all master development agreements going forward.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:
Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on the code

amendment at their meeting on September 22, 2020. The Commission unanimously recommends approval of the code amendment to City Council.

ATTACHMENTS:

ORD--EMMC 16.10 Master Development Plans
16.10 Master Development Plans - CLEAN
16.10 Master Development Plans - REDLINES

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 16.10 MASTER DEVELOPMENT PLANS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 16.10 Master Development Plans, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 16.10 Master Development Plans.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
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_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____ .

Exhibit A

Chapter 16.10
Master Developments

16.10.010 Purpose.

This chapter establishes the requirements and review and approval processes for master developments. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing the required public investments and benefits for the development and community.

16.10.020 Master development approval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

A. Projects in Excess of 50 Acres. A master development approval shall be required for any development in excess of 50 acres in size.

B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.

C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.

D. Annexations. A master development approval is required for property that is in excess of 50 acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development. Land that is not intended for immediate development may be annexed into the city and shall be zoned as Agriculture and may be proposed for development through a master development approval process at a later date.

E. City Council Discretion. The City Council may require a master development application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties.

16.10.030 General considerations.

The following general considerations apply to all proposed master developments:

A. Zoning Districts. A master development proposal is a rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for all land within the master development. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.

C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA.

D. Master Development Agreement. An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.

16.10.040 Application.

Property owners or their duly authorized agent shall make application for a master development to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee. Incomplete applications shall not be processed.

A. Supporting Materials. All master development applications shall contain, at a minimum, the following information:

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the primary street layout, street construction phasing, and detailed traffic study prepared by a traffic engineer. Roadways included in the city's current transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.
4. Fee. The application fee required by the current consolidated fee schedule approved by the City Council and public notice fee (to be calculated and paid prior to the first public meeting).
5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development applications shall include a land use plan that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slopes, geological information, fault lines, general soil data, and contour data at two-foot intervals.

2. Compatibility Statement. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.

3. Environmental Impact Report. An environmental impact report detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified.

4. Proposed Land Use and Zoning Map. A map with details of the proposed development indicating the:

    a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;

    b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;

    c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and

    d. Any other important elements of the project.

5. Parks, Open Space, and Trails Plan. A plan indicating how the proposed master development will comply with the City's current Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.

C. Utility Plans. Master development applications shall include the following utility plans:

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

    a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

    b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

    c. A description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, greases, and other pollutants are separated from storm water.

2. Infrastructure Map. A map showing the existing and proposed infrastructure including roadways, utility locations and capabilities, and the estimated impacts of the master development on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, and solid waste.

D. Infrastructure Funding Analysis. An infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructure required to serve the area of the proposed development. Engineering estimates of construction costs, based upon recent expenses incurred for similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the City or the use of public finance authorization legally and practically available to the City. The plan shall include the use of property collateral of the development applicant to assure the City that the proposal will not unduly burden the City, adjoining property owners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be provided by the applicant or jointly by the City and the applicant using the funding provided by the applicant sponsored by publicly authorized financial methods proposed in the plan.

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.

2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.

2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or
4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 Review and approval process.

Upon completion of a concept plan review pursuant to EMMC 16.15, an applicant may file a master development application following the requirements of EMMC 16.10.040. The master development application shall not be construed as an absolute right upon submission and does not require the approval body to take action based upon findings of fact. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

B. Planning Commission Review. Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

C. City Council Review. Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.
2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

D. Master Development Agreement. An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public

meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.

16.10.070 Criteria for approval of MDPs.

A master development application shall be evaluated using the following criteria. The Planning Commission and City Council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25%?

2. Natural Hazards. Can the proposed development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?

4. Protection of Natural Channels and Ridgelines. Will the proposed development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?

5. Flooding. Will the proposed development be reasonably safe from flooding, including alluvial fan flooding?

6. Soil Characteristics. Is the soil in each area designated for development generally suitable for that development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed development be adequately served by existing and proposed utilities for the project area?

2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed development be adequately served by the City's Transportation Master Plan and the project's proposed local streets?

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the applicant to convey water rights to the City based on the development need, including both the building lots and common improved open space?

C. Criteria Related to Compatibility.

1. Compatible Development – Adjacent Parcels. Will the proposed development be reasonably compatible with existing or vested uses on adjoining lands? Is the proposed plan consistent with the City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.
2. Compatible Zones and Transitions – Internal Parcels. Will the proposed zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? Does the placement of proposed uses help buffer potentially incompatible uses from one another?

D. Criteria Related to Design.

1. Open Space.
    a. Does the proposed development include the improved open space required by this title?
    b. Does the proposed pattern of development attempt to make effective use of the open space?
    c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?
    d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?
2. Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;
2. Phasing of the development;
3. Construction and maintenance of public improvements;
4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and
5. Any other conditions or methodologies necessary for the master development's buildout.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;
2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;
3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and
4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and
2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);
2. Require a rezoning of property;
3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;
4. Require a plat amendment; or
5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.
2. Review. A review of the amendment request will follow EMMC 16.10.060.
3. Action. The City Council shall take the final action on the amendment request.

16.10.100 Expirations and extensions of approvals.

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or

2. The term of the agreement has expired based on the set time limit.

B. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested with the following requirements:

1. A written, signed request for the extension shall be received by the planning department at least three (3) months prior to the expiration date of the project.

2. The request shall specify any progress made on the project's MDA benchmarks and conditions of approval, the reason(s) for the extension request, and any supporting documentation.

C. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria:

1. The applicant has demonstrated a good faith effort to initiate the project by completing any applicable conditions and benchmarks; or

2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration.

D. Appeals. An appeal of the Planning Commission's final action on an extension of time request shall be submitted to the City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.

Chapter 16.10
Master Development ~~Plans~~

16.10.010 ~~What this chapter does~~Purpose.

This chapter establishes the requirements and review and approval processes for master developments ~~plans, master development plan agreements and required information to be submitted. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.1)]~~. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing public investments and benefits for the development and community.

~~16.10.020 Purpose.~~

~~Development of large tracts of land requires careful, detailed, and well-informed coordinated land use planning and additional planning, design and funding by or on behalf of the city for roads, water, sewer, dry utility infrastructure, parks and other kinds of public facilities and services to serve the public interest. It also involves major investments in land and infrastructure, which often take place before it is feasible for a developer to file an application specific enough to obtain development approval for a subdivision, site plan, building permit, etc. There are essentially three components that comprise the master development plan process: a land use plan, a utility plan, and an economic analysis. Dependent upon the location of existing utilities and project size, the master development plan process may require all three plans to be reviewed and approved simultaneously.~~

~~A. Land Use Plan – Zoning Districts. Approval of a land use and zoning plan for a specified geographic area that is being proposed for development;~~

~~B. Utility Plan – Required Infrastructure. All off-site utilities and other public infrastructure that will be required to be installed in order to service the proposed development, including an estimated demand on all city utility systems;~~

~~C. Economic Analysis – Funding Mechanisms. Funding mechanisms to provide for all off-site utilities and other public infrastructure. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.2)].~~

16.10.~~030~~ 020 Master development ~~plans~~ approval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

A. ~~Parcel~~ Projects in Excess of ~~160~~ 50 Acres. A master development approval ~~plan containing a land use plan, utility plan, and economic analysis~~ shall be required of any development ~~that is~~ in excess of ~~160~~ 50 acres in size ~~or which has a gross density of 5.21 dwelling units per acre or higher. Property that is proposed for development and contiguous to other parcels that are all held in common ownership shall be considered the same property for the purpose of this requirement. In such cases where multiple~~

~~property owners of contiguous land propose development together, such parcels shall be considered the same property for the purpose of this requirement. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development plans.~~

B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.

C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.

~~B~~D. Annexations. A master development ~~plan~~ approval shall be required for property that is in excess of ~~160~~ 50 acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development. Land that is ~~in excess of 160 acres~~not intended for immediate development may be annexed into the city and shall be zoned as ~~agricultural~~ Agriculture and may be proposed for development through a master development ~~plan required upon the development of the property~~approval process at a later date.

~~C~~E. City Council Discretion. ~~Notwithstanding the requirement for a master development plan for parcels in excess of 160 acres, t~~The ~~city~~ City ~~council~~ Council may require~~, at its discretion,~~ a master development ~~plan~~ application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties. ~~In certain cases, the planning commission may recommend that the city council waive the land use plan, utility plan, or economic analysis of the master development plan process depending upon the size of the parcel and location of the property to existing utilities. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.3)].~~

16.10.~~040~~ 030 General considerations.

The following general considerations apply to all proposed master development~~s plans~~:

A. ~~Densities and~~ Zoning Districts. ~~In granting approval of a master development plan, the city allows a developer or owner to vest the right to a specified use, or range of uses, and density, or range of densities, within a specified area.~~ A master development ~~plan~~ proposal is a ~~zoning change~~rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for ~~each proposed major phase of the proposed master development plan and~~ all land within the ~~plan area~~master development. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. ~~Zoning Map and~~ General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.~~An application for approval of a master development plan shall be~~

~~processed as an application for a zoning map amendment and general plan future land use plan and transportation corridor map amendment if necessary.~~

C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA.~~C. Licensed Professionals. Every master development plan, including all phases of future development, shall have professionally licensed engineers, landscape architects, and other design professionals directly involved in the project that shall be available during presentations to the planning commission and the city council. Review of applications for the approval of master development plans shall be guided by the criteria established in this title.~~

~~D. Development Approvals. Approval of a master development plan does not constitute approval to proceed with development. A developer is required to obtain subdivision and development approvals required by this title and other city ordinances. Separate permits or approvals are required to grade property, excavate, install utilities, subdivide or otherwise improve property as dictated by state statutes and the city's ordinances.~~

~~E~~D. Master Development Agreement. ~~Creation of a development agreement that identifies land uses, zoning, residential densities, nonresidential land uses, public and private funding obligations, construction of public and private amenities, impact fees or other development credits, bonus density systems and phasing of the development shall be executed upon approval of the master development plan. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.4)].~~ An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.

16.10.~~050~~ 040 Application.

Property owners or their duly authorized agent shall make application for a master development ~~plan on forms prepared by the planning director~~to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee.~~No master development plan application shall be processed without the submission of the application, all the supporting materials required by this chapter, and the processing fee.~~ Incomplete applications shall not be processed ~~under any circumstance~~.

A. Supporting Materials. All master development ~~plan~~ applications shall contain, at a minimum, the following information:~~. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.~~

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject ~~parcel~~ property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the major street layout, street construction phasing, ~~with~~ and detailed traffic study prepared by a traffic engineer. Roadways included in the city's current

transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.

~~4. Public Notice. Addressed and stamped envelopes (the city's address will be the return addresses on the envelopes) of all property owners located within 600 feet of the proposed master development plan area (including a minimum of at least 25 adjacent property owners).~~

4. Fee. The ~~processing~~ application fee required by the current consolidated fee schedule approved by the ~~city~~ City ~~council~~Council and public notice fee (to be calculated and paid prior to the first public meeting).

5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development ~~plans~~ applications ~~that are required to submit~~shall include a land use plan ~~shall submit the following in addition to the items identified in subsection A of this section~~that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slope, geological information, fault lines, general soil data, and contour data at two-foot intervals.

2. Compatibility Statements. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.

3. Environmental Impact Report. ~~Five~~ An environmental impact report~~s and an electronic copy in an acceptable format~~ detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified. ~~The planning director shall establish a format for this submission and identify those areas requiring specific attention.~~

4. Proposed Land Use and Zoning Map. ~~A map together with a general description of the proposed development indicating the general development pattern, land uses, proposed densities, open spaces, parks and recreation, trails and any other important elements of the project.~~ A map with details of the proposed development indicating the:

    a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;

    b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;

    c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are

encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and

~~4.~~d. Any other important elements of the project.

~~5. Zoning Districts. A compatibility statement that demonstrates compliance with the zoning district that exists on the subject property or the zoning district that is being proposed for the subject property.~~

~~6.~~5. Parks and Open Space Trail Plan. A plan ~~showing the maps~~ indicating how the proposed master ~~plan~~ development will comply with the ~~city's~~ City's current ~~open space, parks, trails and recreation regulations~~Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.

C. Utility Plans. Master development ~~plans~~ applications ~~that require a utility plan shall submit the following items in addition to those identified in subsection A of this section~~shall include the following utility plans:

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing ~~the existing~~ roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

    a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

    b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

    c. A ~~general discussion~~description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

    d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, ~~and~~ greases, and other pollutants are separated from storm water.

2. Infrastructure Map. A map showing the existing and proposed infrastructure including ~~proposed~~ roadways, utility locations and capacities, and the estimated impacts of the ~~proposed~~ master development ~~plan~~ on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, and solid waste~~, parks and recreation demands of the proposed project~~.

D. ~~Economic~~ Infrastructure Funding Analysis. ~~Master development plans that require an economic analysis shall submit the following items in addition to those identified in subsection A of this section:~~

~~1.~~ ~~Financing Infrastructure.~~ An ~~financing~~ infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructures required to serve the area of the proposed ~~plan~~development. Engineering estimates of construction costs, based upon recent expenses incurred for

similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the ~~city~~ City or the use of public finance authorization legally and practically available to the ~~city~~City. The plan shall include the use of property collateral of the development ~~proponent~~ applicant to assure the ~~city~~ City that the proposal will not unduly burden the ~~city~~City, adjoining landowners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be constructed by the developer or jointly by the city and the developer using the funding provided by the ~~developer~~ applicant sponsored by publicly authorized financial methods proposed in the plan. ~~[Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.5)].~~

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.

2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.

2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;

2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);

3. The project involves limited development requirements for infrastructure; or

4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 ~~Approval~~ Review and approval process.

Upon the completion of a concept plan pursuant to EMMC 16.15, ~~the developer shall~~an applicant may file a ~~properly completed~~ master development ~~plan~~ application following the requirements of EMMC 16.10.040. The master development ~~plan~~ application shall not be construed as an absolute right upon submission ~~of an application~~ and does not require the approval body to take action based upon findings of facts. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure~~The planning commission and city council shall review and take action on proposed master development plans in accordance with the following procedure~~:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

~~A~~B. Planning Commission Review. ~~Upon receipt of a complete master development plan application, the planning director shall schedule the application for a public hearing before the planning commission. The planning director shall cause all property owners within 600 feet of the boundaries of the proposed master development plan area (including a minimum of at least 25 adjacent property owners and affected entities if there be any) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the planning commission meeting. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The city recorder shall cause that this hearing is advertised in accordance with the requirements of any applicable state statutes.~~Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

~~B~~C. City Council Review. ~~The city council, after receiving a recommendation from the planning commission, shall also conduct a public hearing. The notice requirements for this hearing are identical to the planning commission hearing.~~Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.

2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

~~C~~D. Master Development Agreement. ~~Prior to taking final action on a proposed master development plan, the city council shall also approve a master development plan agreement negotiated with the developer. This agreement shall set forth the vesting granted to the property, phasing of the development, expiration date of the agreement, timing of construction of public improvements, maintenance of improvements, and any other special conditions relating to lot design, performance standards, necessary off-site conditions or improvements, shared open space, parks, location of utilities, physical characteristics of the subject property and any other conditions or methodologies that need to be identified within the development agreement.~~An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.

~~D. Preliminary Plat Approval. An approved master development plan map may serve as a preliminary plat, allowing the project to proceed to final platting, if it provides the same level of detail as a preliminary plat with respect to each of the requirements found in Chapter 16.20 EMMC, Preliminary Plats.~~

~~The applicant shall inform the planning commission and the city council of their desire for a master development plan to serve as a preliminary plat at the time of application. [Ord. O-25-2016 § 2 (Exh. A); Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.6)].~~

16.10.070 Criteria for ~~review of master development plans~~approval of MDPs.

A ~~Master~~ master development ~~plans~~ application shall be evaluated using the following criteria. The ~~planning~~ Planning ~~commission~~ Commission and ~~city~~ City ~~council~~ Council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for ~~a particular use or density~~development suitable for ~~that use or density~~the intended development? Does the application restrict development from areas with a slope greater than 25%?

2. Natural Hazards. Can the proposed ~~uses~~ development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?~~Given proper planning (as will be required at the time of an application for a major development permit), can the proposed uses and densities reasonably be established without accelerating runoff and erosion in a way that would have adverse downslope or downstream impacts?~~

4. Protection of Natural Channels and Ridgelines. Will the proposed ~~uses and densities~~development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?

5. Flooding. Will the proposed ~~uses~~ development be reasonably safe from flooding, including alluvial fan flooding?

6. Soil Characteristics. Is the soil in each area designated for ~~a particular use or density~~development generally suitable for that ~~use or density~~development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed ~~uses and densities~~development be adequately served by ~~Eagle Mountain's planned municipal utilities~~existing and proposed utilities for the project area?

2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed ~~uses and densities~~development be adequately served by ~~Eagle Mountain's planned network of major streets~~the City's Transportation Master Plan and the project's proposed local streets?

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the developer to convey water rights to the ~~city~~ City based on the ~~number of dwellings and commercial uses in the project and the area developed~~development need, including both building lots and common ~~usable~~ improved open space?

C. Criteria Related to Compatibility.

1. Compatible ~~Densities~~ Development – Adjacent Parcels. Will the proposed ~~uses and densities~~development be reasonably compatible with existing or planned uses on adjoining lands? Is the proposed plan consistent with the ~~Eagle Mountain City future land use plan map~~the City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.~~The answer to this question may be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility.~~

2. Compatible ~~Densities~~ Zones and Transitions – Internal Parcels. Will the proposed ~~uses and densities~~zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? ~~The answer to this question shall be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility.~~Does the placement of proposed uses help buffer potentially incompatible uses from one another?

~~3. Buffering Incompatible Uses. Does the placement of proposed uses and densities help buffer potentially incompatible uses from one another?~~

D. Criteria Related to Design.

1. Open Space.

a. Does the proposed ~~densities~~ development include the ~~planned community~~improved open space required by this title?

b. Does the proposed pattern of ~~uses and densities~~development attempt to make effective use of the ~~planned community~~ open space?

c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?

~~1.~~d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?

2. ~~Neighborhood Open Space. Are the proposed uses and densities consistent with the provisions of ample neighborhood open space? [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.7)].~~Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;

2. Phasing of the development;

3. Construction and maintenance of public improvements;

4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and

5. Any other conditions or methodologies necessary for the master development's buildout.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;

2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;

3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and

4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and

2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);

2. Require a rezoning of property;

3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;

4. Require a plat amendment; or

5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.

2. Review. A review of the amendment request will follow EMMC 16.10.060.

3. Action. The City Council shall take the final action on the amendment request.

16.10.~~080~~ 100 Expirations and extensions of approvals.

~~Master development plan approvals shall expire two years from the date of approval by the city council if a master development agreement has not yet been approved.~~

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or

2. The term of the agreement has expired based on the set time limit.

~~A~~B. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested ~~by an applicant~~ with the following requirements:

1. A written, signed request for an extension ~~of time~~ shall be received by the planning ~~director~~ department at least three (3) months prior to the expiration date of the project.

2. The request ~~for an extension of time~~ shall specify any progress made on the project's MDA benchmarks and conditions of approval, ~~and~~ the reason(s) for the extension request, ~~along with~~and any supporting documentation.

~~B~~C. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria~~It is the responsibility of the applicant to request an extension of time prior to a project's expiration. The city is not responsible to remind applicants of expiration dates. The planning director shall approve or deny a request for an extension of time within a reasonable period of time after receiving the request. The planning director may grant up to a single one-year extension of time to any project that meets one of the following criteria~~:

1. The applicant ~~must have shown~~has demonstrated a good faith effort to initiate the project by ~~systematically~~ completing ~~predevelopment conditions.~~any applicable conditions and benchmarks; or

2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration.~~The applicant's initiation of development activities is based on an action by the city or other public agency which has not taken place or was delayed, resulting in a time delay beyond the permit holder's control.~~

~~C~~D. Appeals. An ~~applicant may~~ appeal of the ~~planning director's~~Planning Commission's ~~decision~~ final action on the extension of time request shall be submitted to the ~~planning commission~~City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. ~~The applicant may then appeal a decision of the planning commission to the city council within 15 days of the planning commission's decision. In no case shall the planning commission or city council approve more than a single one-year extension of time.~~An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.

~~D. Resubmitting an Expired Project. A project that has expired may be resubmitted within two years of the expiration date for a fee to cover time and materials, not to exceed 50 percent of the original fee, if the project is substantially similar to the expired plan. The resubmitted project must be in compliance with the current development code at the time of resubmittal. [Ord. O-16-2010 § 2 (Exh. A)].~~

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Butterfield Annexation Petition and Establishing Zoning Regulations for the Lands in the Butterfield Annexation Area.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	Jay Butterfield - Petition Sponsor / Braiden Rindlishbacher - Scenic Development Group

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Recorder's Office

PRESENTED BY:
City Recorder Fionnuala Kofoed

RECOMMENDATION:
Staff recommends that the City Council considers the Butterfield annexation and approves or denies the application.

BACKGROUND:

ITEMS FOR CONSIDERATION:

Future Land Use Map (Annexation Areas)

The map on page 55 of the Eagle Mountain General Plan is labeled "Annexation Areas with Future Land Use Designations." This map designates the Butterfield property as "Parks and Open Space." The description of that use, on page 53 of the General Plan, is as follows: *"Both natural/passive and developed open space areas. This designation is intended for lands that serve a public open space, recreational, or ecological function, or provide visual relief. These lands are primarily publicly-owned, but can be in private ownership."* The Future Land Use and Transportation Corridors Map also designates the property as "Parks and Open Space" and has been attached to this report.

Camp Williams Army Compatible Use Buffer (ACUB) Program

This property has been included as "Priority Area 1" in the Camp Williams ACUB Program. This program is intended to identify properties that, if developed with incompatible uses, would inhibit

Camp Williams' ability to fulfill their training mission and continue operating at full capacity. The property has been in negotiation for acquisition through the ACUB process for several years, and has now been designated as "Under Contract ACUB Easement/Acquisition" on the ACUB Program map. It has been indicated to the City that a majority of the property would be deeded to the City follow ACUB acquisition, with a portion remaining with the current owner for some large-lot residential development.

Camp Williams Joint Land Use Study
This property is located within several Military Compatibility Areas that were mapped as part of the Joint Land Use Study in 2012, including the Impulse Noise MCA, Light MCA, Aviation Safety MCA, and the Land Use Subzone A MCA. This last MCA recommends a development density of one dwelling unit per acre, but no more than two dwelling units per acre.

Master Development Plan / Zoning
EMMC 16.10.030B requires a master development plan for property that is in excess of 160 acres and is pending annexation into the city for the purposes of immediate development. However, land that is larger than 160 acres may be annexed into the city and shall be zoned as agricultural and a master development plan required upon the development of the property. Since the applicant is only desiring to be able to develop a small portion of the property, we recommend that a master development plan not be required. We recommend, instead, that an annexation agreement be drafted for the property, detailing development restrictions and planned land uses.

Residential Development
If the property were annexed into the city, a majority of the site is not suitable for any type of development (hillside, ridgeline, etc.). The owner is desiring to eventually develop an area on the eastern side of the site, adjacent to future phases of the Arrival development. This development is not served by the City's sewer system, so any development would require septic systems. According to City Code, this would require at least 1-acre lot size minimums. Prior to any development of the property, the owner would need to request an amendment to the General Plan, a rezone to an RA1 or RA2 zone, and receive preliminary plat and final plat approval.

REQUIRED FINDINGS:

The annexation meets the requirements outlined in 10-2-403(3), (4), (6) and (7), Utah Code Annotated. All noticing requirements have been met.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

ORD--Butterfield Annexation

ORD--Butterfield Annexation Exhibit A

ORD-- Butterfield Annexation Exhibit B - Proposed Land Use Designations

ORD-- Butterfield Annexation Exhibit B - Proposed Zoning

Butterfield Annexation County Map

Butterfield Annexation Evaluation

Butterfield Annexation Boundary Map

Camp Williams ACUB Map

General Plan Map - Current

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ANNEXING AN AREA OF APPROXIMATELY 204 ACRES, COMMONLY KNOWN AS THE BUTTERFIELD ANNEXATION

PREAMBLE

The City Council of Eagle Mountain City finds that the owners of the real property described herein petitioned for annexation of the real property to the corporate limits of Eagle Mountain City and that all required notices were given and provided to affected entities and others, as required by law.

The real property described herein is an unincorporated area contiguous to the current boundary of Eagle Mountain City, and the annexation will not leave or create an unincorporated island or peninsula.

The City Council finds that it is in the public interest to annex the real property to Eagle Mountain City and has caused a plat of the real property to be prepared by a licensed surveyor.

All public hearings and notices have been completed as a prerequisite to amending the General Plan of the City to include the annexed property and to zone the land proposed for annexation for agricultural and parks and open space use.

After public comment and careful consideration, the City Council has determined to annex the referenced property and therefore, finds that it should grant the petitions for annexation with respect to the real property described herein.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The real property described on the attached annexation plat, referenced as Exhibit A, is hereby annexed to Eagle Mountain City and the corporate limits of Eagle Mountain City are hereby amended and extended to incorporate the real property described herein.

2. The General Plan for Eagle Mountain City is hereby amended and approved as set forth on Exhibit B.

3. The real property described on Exhibit A is hereby zoned Agriculture and Natural Open Space, as described on Exhibit B.

4. A certified copy of this Ordinance and an original plat describing the property so annexed, shall be filed with the Utah County Recorder within thirty (30) days after the date this Ordinance is adopted.

5. Amended Articles of Incorporation shall be filed with the Utah Lieutenant Governor's office as required by law.

6. A certified copy of this Ordinance, an original plat describing the property annexed and a Notice of Annexation pursuant to Utah Code Ann. §10-1-116, shall be filed with the Utah State Tax Commission within forty-five (45) days after the date this Ordinance is adopted.

7. This Ordinance shall be effective on the date of its first posting or publication, whichever occurs first.

8. The Mayor or the designee of the Mayor is authorized to notify and implement this annexation with respect to local, county and state governmental entities.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by_____.

Exhibit A

Exhibit B

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

CAMP WILLIAMS
(NO PARCEL INFO PROVIDED ONLINE)

NORTH QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

UNITED STATES OF AMERICA
PARCEL ID No. 58-044-0001
160 ACRES

STEVE SMITH
PARCEL ID No. 58-044-0010
41.46 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0012

PARCEL A
7,955,843 SQ. FT.
182.64 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0011

PARCEL B
960,441 SQ. FT.
22.05 ACRES

676.46'
1424.37'
672.13'
2675'
69.95'

STEVE SMITH
PARCEL ID No. 58-044-0013
245.86

CENTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

EAST QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

KATHERINE SMITH
PARCEL ID No. 58-044-0009
162.79 ACRES

HINDLEY LANE

BELLE STREET

PROPERTY LOCATION

NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

- (A) BELLE STREET INVESTMENTS, LC
  58-044-0089
  29.6 ACRES
- (B) BELLE STREET INVESTMENTS, LC
  58-044-0090
  7.17 ACRES
- (C) BELLE STREET INVESTMENTS, LC
  58-044-0163
  6.51 ACRES
- (D) JOHN & DANACA HADFIELD FAMILY, LLC
  34-638-0606
  1.20 ACRES
- (E) LANDON DUCKWORTH
  34-638-0605
  1.05 ACRES
- (F) KENNETH & TANYA ANDERSON
  34-638-0607
  3.03 ACRES
- (G) EDUARDO CASTANEDA
  34-638-0626
  1.05 ACRES
- (H) BELLE STREET PARTNERS, LLC
  34-638-0608
  5.42 ACRES

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

JT ENGINEERING
JT Engineering, PC
7995 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 8940155201
JASON R. THOMPSON
STATE OF UTAH

REVISIONS			
*	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY

PROPERTY EXHIBIT

EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 200
V. SCALE: N/A
DATE: JUNE 1, 2020
© COPYRIGHT 2020

SHEET NO.
EX-1
1 of 1

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

Proposed General Plan Land Use Designations



NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

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  34-638-0608
  5.42 ACRES

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7955 South 2325 East
South Weber, Utah
ph 801.866.7702
LICENSED PROFESSIONAL ENGINEER
No. 494955-2202
JASON H. THOMPSON
STATE OF UTAH

REVISIONS

*	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY

PROPERTY EXHIBIT

EAGLE MOUNTAIN, UTAH

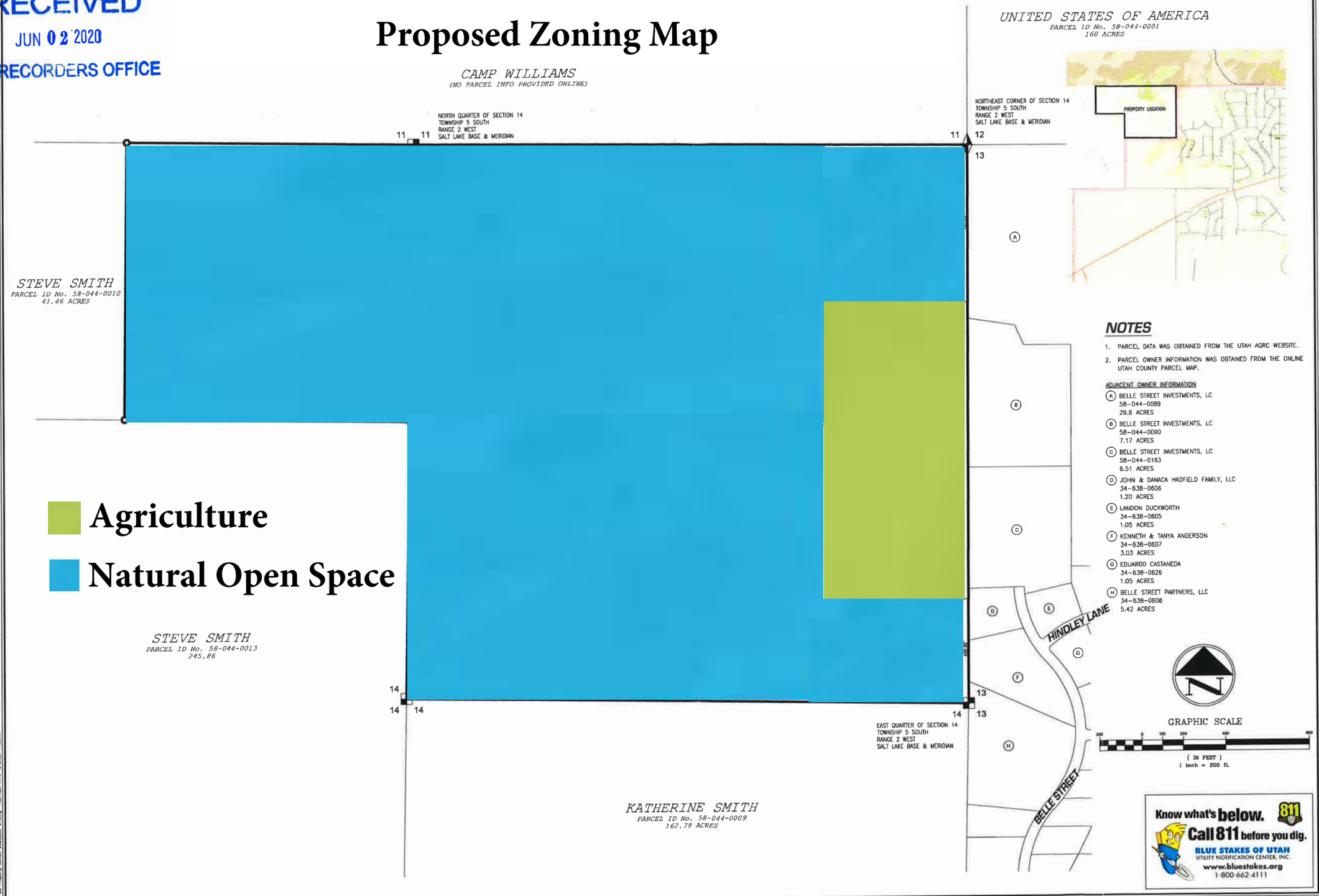
SHEET SIZE: ARCH D
H. SCALE: 1" = 200'
V. SCALE: N/A
DATE: JUNE 1, 2020
© COPYRIGHT 2020

SHEET NO.
EX-1
1 of 1

Path: EM Property Exhibit 2020_06-01.dwg PLOTTED: June 1, 2020 11:53AM

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

Proposed Zoning Map



Agriculture

Natural Open Space

NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

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  58-044-0089
  29.6 ACRES
- (B) BELLE STREET INVESTMENTS, LC
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- (C) BELLE STREET INVESTMENTS, LC
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- (D) JOHN & DANACA HADFIELD FAMILY, LLC
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LICENSED PROFESSIONAL ENGINEER
No. 494955-2202
JASON H. THOMPSON
STATE OF UTAH

REVISIONS

*	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY
EAGLE MOUNTAIN, UTAH

PROPERTY EXHIBIT

SHEET SIZE: ARCH D
H. SCALE: 1" = 200'
V. SCALE: N/A
DATE: JUNE 1, 2020
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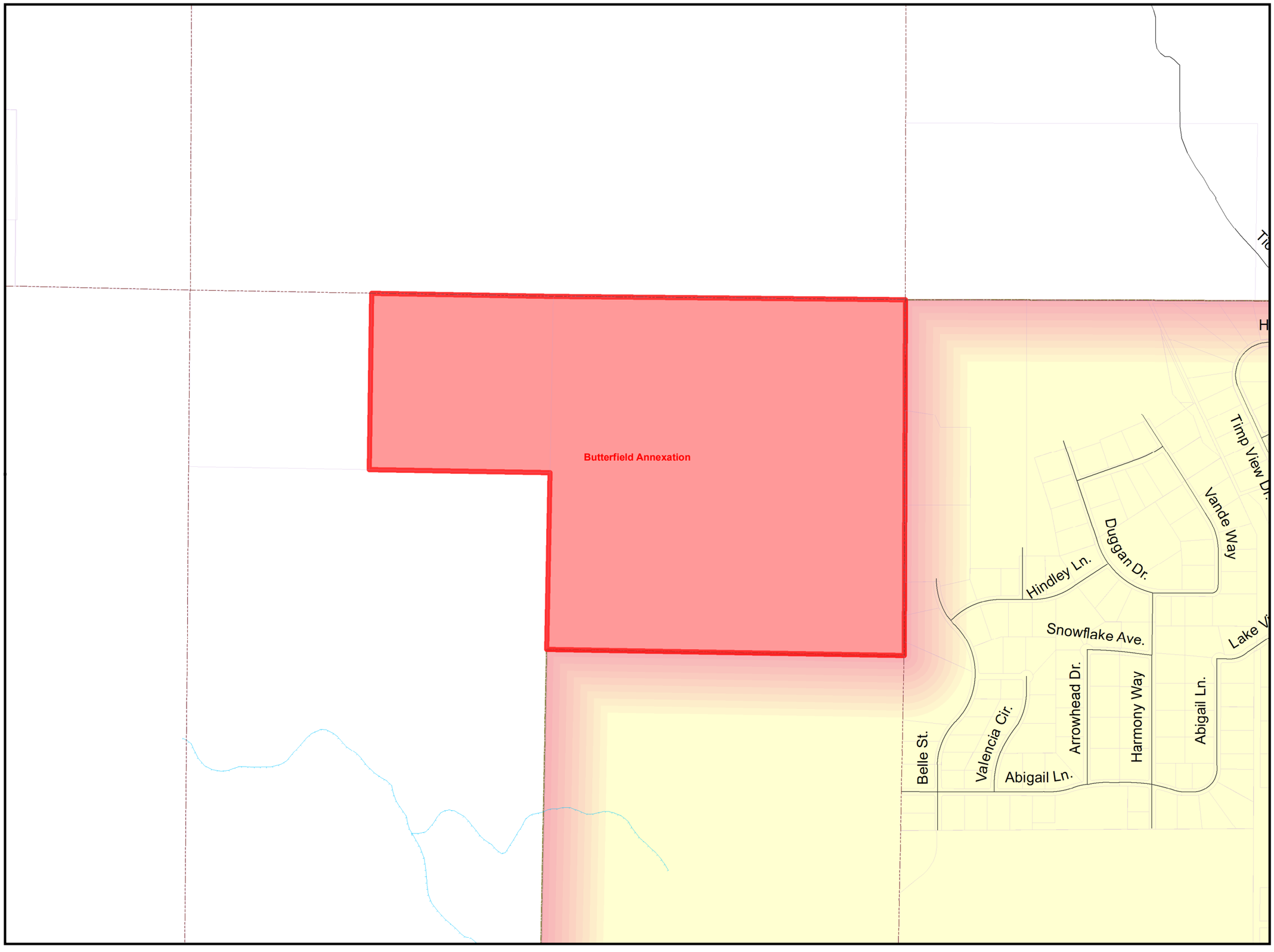
SHEET NO.
EX-1
1 of 1

Path: I:\M Property Exhibit 2020_05-01.dwg PLOTTED: June 1, 2020 11:53AM

Eagle Mountain Annexation Petition

BUTTERFIELD ANNEXATION



N
W E
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- I-15
- State Roads
- Local Roads
- Railroads
- Township Lines
- Section Lines
- County Boundary
- Property Lines
- Incorporated Cities
- Agricultural Covenants

Annexation Petitions

- Previously Filed Petitions
- Butterfield Annexation

Utah County
HEART of UTAH

Utah County Public Works
Mapping Division
2855 South State Street
Provo, UT 84606
801-851-8626

8/11/2020 -- 3:43:28 PM
H:\Petitions\Petition Maps.mxd

Utah County
HEART of UTAH

Gary Ratcliffe, PLS
Utah County Surveyor

2855 South State Street
Provo, UT 84606

TEL: 801-851-8600
FAX: 801-851-8612

ANNEXATION PETITION EVALUATION

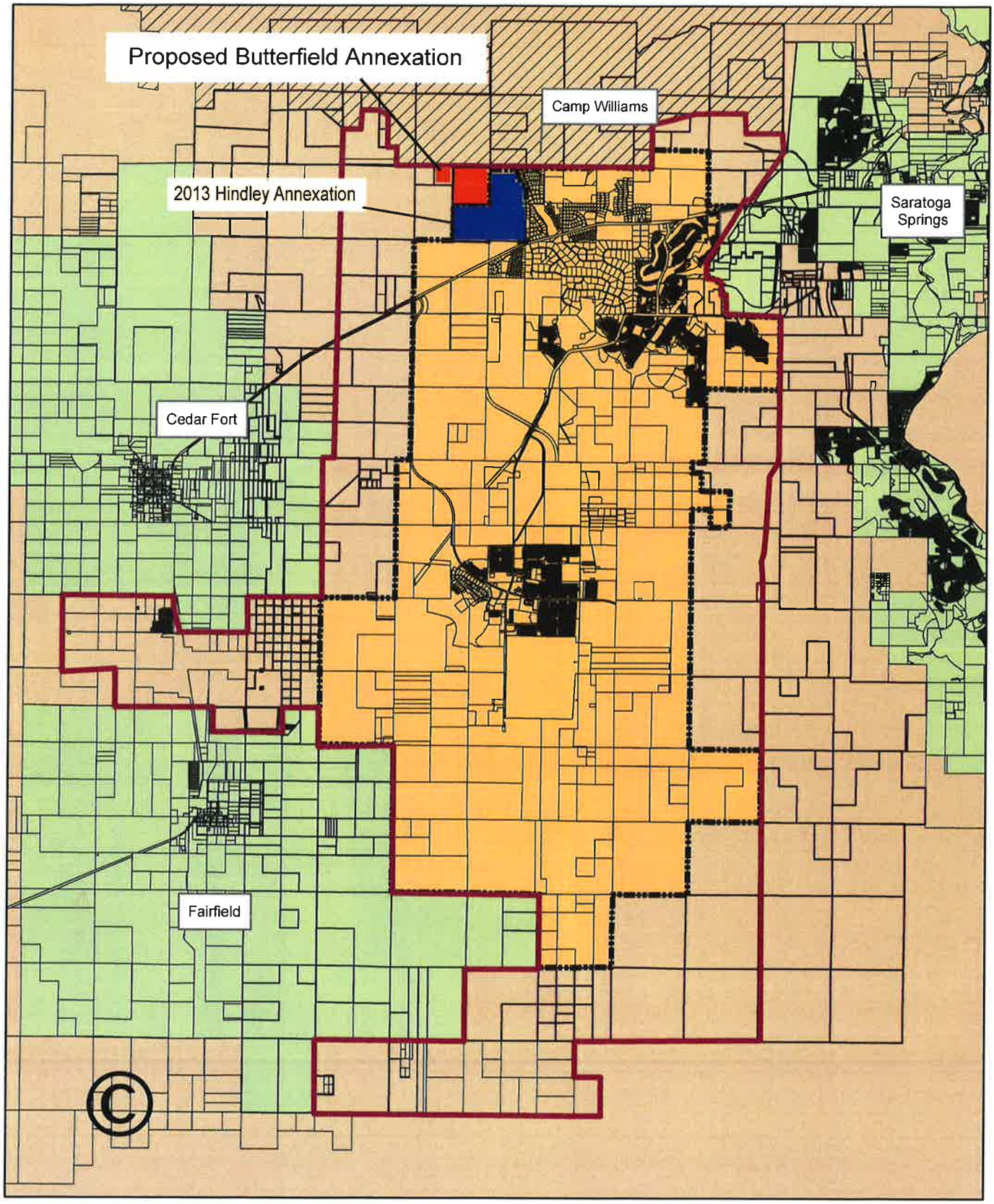
Municipality	Eagle Mountain	**Review Date**	8/11/20
Annexation Name	Butterfield Annexation	**Reviewed By**	Melanie Rainey

The above referenced annexation petition has been examined by the Office of the Utah County Surveyor pursuant to Utah Code 10-2-405(4) to determine its status in relation to the following eight items of the Code. A map showing the petition boundary is included herewith. Additional documentation that may be needed pursuant to UCA 10-2-405(2)(a) may be obtained at the address above. Protests to the Boundary Commission can only be made by Governmental Entities.

YES	NO	ITEM
X		1) Is the proposed annexation a contiguous, unincorporated area? UCA 10-2-402(1)(b)(i)
X		2) Is the proposed annexation contiguous to the annexing municipality? UCA 10-2-402(1)(b)(ii)
	X	3) Does the proposed annexation petition leave or create an unincorporated island or peninsula? UCA 10-2-402(1)(b)(iii)
X		4) Is the proposed annexed within the proposed annexing municipality's expansion area? UCA 10-2-402(1)(b)(iv)
	X	5) Is the proposed annexation within an Agriculture Protection Area? UCA 10-2-403(3)(b)(i)(B)(II)(Aa)
X		6) Does the petition include an accurate map prepared by a licensed surveyor? UCA 10-2-403(3)(c)(i)
	X	7) Does the proposed annexation include all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted? UCA 10-2-403(4)
X		8) Does the proposed annexation depict a name that is sufficiently unique to distinguish the plat from all other recorded plats in the county? UCA 17-23-20(4)(e)

Please Note: As defined in UCA 59-2-305.5(2), a boundary action is not effective until the required documents are recorded.

Annexation Policy Plan Boundary Map



City_Limit Boundary
Camp_Williams
City Limits
Surrounding City Boundaries
Annexation Line

Eagle Mountain
Utah's New Frontier

It is the intent of this map to include only potential annexation areas,not any property that is located within another jurisdiction.

Disclaimer: Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental fair use, but should not be resold.

Map Updated: 7/1/2019

Herriman City

Unincorporated

Bluffdale City

Wildlife

Migration

Area

Camp Williams, Utah

Unincorporated

Lehi City

Saratoga Springs

Eagle Mountain

Cedar Fort

Nate Bradshaw, CFMO | ACUB_CampWilliams.pdf

0 0.5 1 2 Miles

NAD 1983 StatePlane Utah Central FIPS 4302 Feet | GCS North American 1983 | Scale: 70,000

UTAH ARMY NATIONAL GUARD
12953 South Minuteman Drive
Draper, UT 84020

- Priority Area 1
- Priority Area 2
- Completed ACUB Easement/Acquisition
- Under Contract ACUB Easement/Acquisition
- Other Protected Open Space
- Proposed New Priority Area (~2,448.60 Ac)
- Proposed Remove Priority Area (~444.65 Ac)
- Municipality
- Live Fire Range Area
- Impact Area
- Regulated Airspace
- Sentinel Landscape (2mi)

Camp Williams ACUB Program

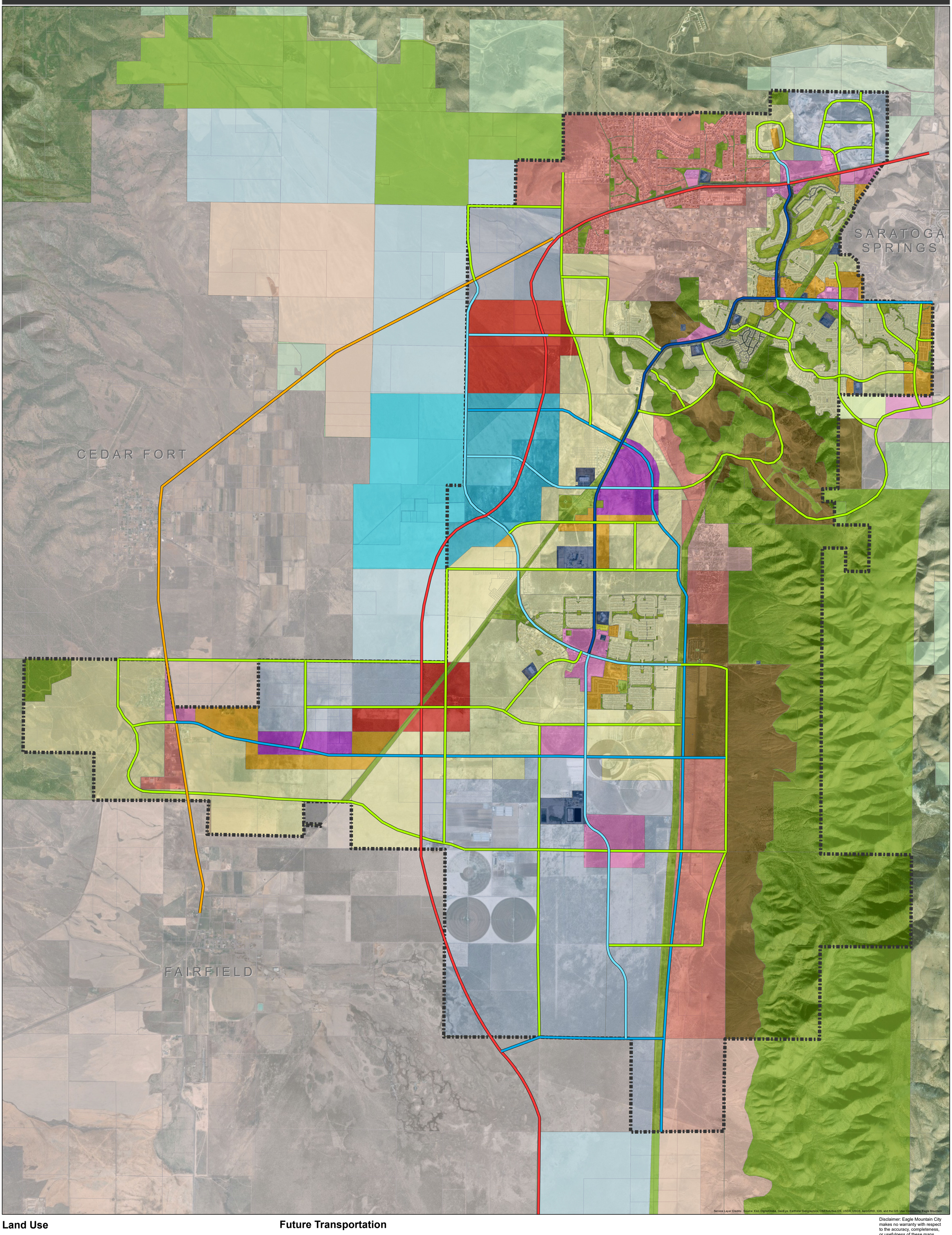
Army Compatible Use Buffer Program
(Sentinel Landscape Boundary)

FOUO - For Official Use Only
DRAFT The information on this map is for planning purposes only. This information is not adequate for legal boundary definition. No warranty is made by the State/National Guard Bureau as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Future Land Use & Transportation

General Plan Map

January 2020



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Eagle Mountain

Land Use

- Foothill Residential
- Rural Density One
- Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center Campus
- Business Park/Light Industry
- Civic Uses and Schools
- Parks and Open Space

Future Transportation

- Freeway
- Highway
- Parkway
- Major Arterial
- Minor Arterial
- Collector

EAGLE MOUNTAIN

N W E S

0 0.5 1 2 Miles

Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE BUTTERFIELD ANNEXATION AGREEMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the proposed Butterfield Annexation Agreement as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Butterfield Annexation Agreement, as set forth in Exhibit A.

2. The Butterfield Annexation Agreement is hereby approved as set forth more specifically in Exhibit A.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____ .

Exhibit A

ANNEXATION AGREEMENT

This Annexation Agreement (the "**Agreement**") is made and entered into by and among **Eagle Mountain City** (the "**City**") and **Scenic Development Group, LLC**, a Utah limited liability company and **Shirley Butterfield, Ltd**., a Utah Limited Partnership (together "**Owners**"). (The City and Owners are collectively referred to herein as the "Parties.")

RECITALS

A. Owners own or have an interest in approximately 163.22 acres real property designed as Utah County Parcel No. 58:044:0011 (the "**Property**").

B. The Property is currently located in unincorporated Utah County, Utah.

C. Owners have filed a Petition for Annexation with the City to annex the Property into the City.

D. The City desires to annex the Property to the City, on the terms and conditions set forth herein.

E. The City finds that the annexation of the Property will further the orderly growth of the City, increase its tax assessable values, and be in the best interest of the City.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (Utah Code Ann. § 10-9a-101, *et seq.*) ("**LUDMA**"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed annexation of the Property, and, in the exercise of its legislative discretion, has determined to approve this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Owners and City hereby agree as follows:

1. AUTHORITY

a. The Eagle Mountain City Council ("**Council**") has found that annexing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, providing for the orderly growth of the City. The City Council finds that annexing the Property is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

b. The Owners represent that they are all of the owners of the Property and those signing in a representative capacity are authorized by the respective Owners to execute this agreement.

2. ANNEXATION

Owners have filed a petition for annexation with the City (the "**Annexation Petition**"), which was accepted by the City on or about _____. A copy of the annexation petition is attached hereto as Exhibit A. In accordance with Utah law, the City may grant the petition and annex the Property if no protests are filed by _____. If one or more protests are filed during the designated protest period with respect to the Annexation Petition and the Owners determine to oppose the protest, then the City agrees to cooperate with the Owners and pursue opposition to the protest, and the Parties shall be responsible for their own costs and expenses to pursue such opposition.

3. ZONING OF PROPERTY

Pursuant to authority granted to the City by Utah Code Ann. §10-9a-506 (which authorizes the City to designate a land use zone for annexed property), the City agrees to approve a land use zone(s) for the Property as set forth on attached Exhibit B. The land use designation of the Property shall be part of or in conjunction with the Annexation Ordinance.

4. GENERAL PROVISIONS

a. Police Powers. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by City of any fee which is of uniform or general application.

b. Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Property Owners and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

c. Cooperation. In the event that the annexation of the Property or any portion thereof is voided by final action of any court, the City and Owners shall cooperate to cure the legal defect(s), and upon such cure, this Agreement shall be deemed to be an Agreement to annex the Property to City.

d. Amendment. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

e. Term. This Agreement shall terminate and expire one (1) year from the effective date of the annexation. Thereafter, so long as the Property is located within the municipal boundaries of City, it shall continue to be subject to the charter, ordinances, and rules and regulations of City. The parties agree that the zoning of the Property as establish in paragraph 3 shall survive termination of this Agreement.

f. Rights and Remedies**.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

g. Severability**.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

i. Counterparts**.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first executed below.

DATED this _____ day of _____, 2020.

EAGLE MOUNTAIN CITY

By:_____
Tom Westmoreland, Mayor

ATTEST:

By:_____
Fionnuala B. Kofoed, City Recorder

Approved as to form:

_____
City Attorney

DATED this _____ day of _____, 2020.

SCENIC DEVELOPMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

DATED this _____ day of _____, 2020.

SHIRLEY BUTTERFIELD, LTD

By: _____

Print Name: _____

Title: _____

EAGLE MOUNTAIN

Eagle Mountain City
Petition for Annexation

RECEIVED
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Annexation Name: [redacted] Butterfield Property

Annexation Location: Adjacent to the North-west corner of the "North Benches" as shown in the Eagle Mountain Annexation Area, Future Land Use & Transportation map

Utah County Parcel Number(s): 58:044:0011 ; 58:044:0012

Total Acreage: 204.69

Is any property within the proposed annexation area:

Defined as rural real property: ☒ No ☐ Yes – List Parcel Number(s):

Within an Agriculture Protection Area: ☒ No ☐ Yes – List Parcel Number(s):

Located in the Eagle Mountain City Annexation Policy Plan: ☐ No ☒ Yes

Requested Zone: Agricultural/Rural Density Two

Percentage of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Percentage of the value of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Name of Annexation Contact Sponsor: Scenic Development Inc.

Mailing Address: 14572 South 790 W Ste A100 Bluffdale, Utah, 84065

Telephone: 801.253.1237; 801.864.2952 Email: braiden@scenicdev.com

Name of Engineer or Licensed Land Surveyor: Jason Thompson

Company Name: JT Engineering

Telephone: 801-866-7702 Email: jason@jtengpc.com

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Eagle Mountain City, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, as amended;

2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Eagle Mountain City, and the annexation thereof will not leave or create an unincorporated island or peninsula; and
3. That the signatures affixed hereto are those of the owners of private real property that:
    a. Is located within the area proposed for annexation;
    b. Covers a majority of the private land area within the area proposed for annexation;
    c. Is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation, as shown by the latest tax assessment rolls of Utah County; and
    d. Is described as follows (describe approximate location): Adjacent to the North-west corner of the "North Benches" as shown in the Eagle Mountain Annexation Area, Future Land Use & Transportation map. Directly West of the Arrival Subdivision's North-West Boundary Line. _____

    _____

    _____

    and is more specifically described in the included legal description.
4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the Contact Sponsor, with the mailing address of each sponsor being indicated;
5. That the petition does not propose annexation of all or part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted; and
6. That this petition does not propose annexation of an area that includes all or part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103, Utah Code Annotated, or a petition under Section 10-2-125, Utah Code Annotated.

The petitioners further file herewith the following items:

1. An ownership plat map showing all property owners in Eagle Mountain City within five hundred (500) feet of the proposed annexation and one quarter (1/4) mile of the annexation in the unincorporated area of Utah County;
2. One 24" x 36" and one 11" x 17" of the accurate annexation plat map prepared by a licensed surveyor of the area proposed for annexation identifying each parcel and labeling each parcel with the owner's name, tax identification number, and acreage. NOTE: A mylar is required to be submitted following approval by the City Council; and
3. Legal description of the area proposed for annexation;

Sponsors of Petition

Jay Butterfield — Name — [signature] — Signature

12256 So 4000 W Riverton, UT 84096 — Sponsor Address

Kelly Butterfield — Name — Kelly Butterfield — Signature

12256 So 4000 W Riverton, UT 84096 — Sponsor Address

Name — Signature

Sponsor Address

Name — Signature

Sponsor Address

Name — Signature

Sponsor Address

STATE OF UTAH)
)ss:
COUNTY OF UTAH) Weber

On the 20 day of May, 2020, personally appeared before me Jay Butterfield, Kelly Butterfield, _____, _____, _____, the signers of the foregoing document, and acknowledged to me that they executed the same.

MICHELLE LOVELAND
Notary Public, State of Utah
Commission # 689442
My Commission Expires On
May 25, 2020

Michelle
5-25-2020
Notary Public
My commission expires: 5-25-2020

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NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.
3. THE LOT LAYOUT FOR ARRIVAL SUBDIVISION IS PER DRAWINGS PREPARED BY FOCUS ENGINEERING.
4. TOTAL AREA UTILIZED FOR THIS 19 LOT PROJECT IS 21.57 ACRES.

N

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft

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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

JT ENGINEERING
JT Engineering, PC
7965 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 4940852202
JASON H. THOMPSON
STATE OF UTAH

REVISIONS

*	DATE	BY	DESCRIPTION

BUTTERFIELD 20 LOT SUBDIVISION

CONCEPT PLAN

EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 100'
V. SCALE: N/A
DATE: JUNE 1, 2020
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SHEET NO.
C1
1 of 1

PRINT: 24-20 SF Concept v4.0.dwg PLOTTED: June 1, 2020 10:36AM

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CAMP WILLIAMS
(NO PARCEL INFO PROVIDED ONLINE)

NORTH QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

11 11
14 14

NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

11 12
14 13

UNITED STATES OF AMERICA
PARCEL ID No. 58-044-0001
160 ACRES



STEVE SMITH
PARCEL ID No. 58-044-0010
41.46 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0012

PARCEL A
7,955,843 SQ. FT.
182.64 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0011

PARCEL B
960,441 SQ. FT.
22.05 ACRES

676.46'
1424.37'
872.13'
2712'
2640'

Ⓐ Ⓑ Ⓒ Ⓓ Ⓔ Ⓕ Ⓖ Ⓗ

NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

Ⓐ BELLE STREET INVESTMENTS, LC
58-044-0089
29.6 ACRES

Ⓑ BELLE STREET INVESTMENTS, LC
58-044-0090
7.17 ACRES

Ⓒ BELLE STREET INVESTMENTS, LC
58-044-0163
6.51 ACRES

Ⓓ JOHN & DANACA HADFIELD FAMILY, LLC
34-638-0606
1.20 ACRES

Ⓔ LANDON DUCKWORTH
34-638-0605
1.05 ACRES

Ⓕ KENNETH & TANYA ANDERSON
34-638-0607
3.03 ACRES

Ⓖ EDUARDO CASTANEDA
34-638-0626
1.05 ACRES

Ⓗ BELLE STREET PARTNERS, LLC
34-638-0608
5.42 ACRES

HINDLEY LANE

STEVE SMITH
PARCEL ID No. 58-044-0013
245.86

CENTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

14 14
14 14

14 13
14 13

EAST QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

KATHERINE SMITH
PARCEL ID No. 58-044-0009
162.79 ACRES

BELLE STREET

N

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft

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JT Engineering, PC
7955 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 4940852-2202
JASON H. THOMPSON
STATE OF UTAH

*	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY

PROPERTY EXHIBIT

EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 200'
V. SCALE: N/A
DATE: JUNE 1, 2020
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SHEET NO.
EX-1
1 of 1

PATH: EM Property Exhibit 2020_06-01.dwg PLOTTED: June 1, 2020 11:53AM

Acknowledgment of Limited Power of Attorney

I Jay Butterfield (Name) as a Manager (Title) of Shirley Butterfield LTD.

And

I Kelly Butterfield (Name) as a Manager (Title) of Shirley Butterfield LTD.

Do hereby acknowledge that Scenic Development Inc. or its representatives have authority to act on my/our behalf regarding the Annexation of (2) Parcels currently located in the Unincorporated Area of Utah County.

Parcel(s) Numbers:
58:044:0011 ; 58:044:0012

Jay Butterfield
(Name)

(Signature)

May 20 2020
(Date)

Kelly Butterfield
(Name)

(Signature)

May 20 2020
(Date)

STATE OF UTAH)
)ss:
COUNTY OF UTAH) Weber

On the 20 day of May, 20 20, personally appeared before me Jay Butterfield, Kelly Butterfield, _____, _____, _____, the signers of the foregoing document, and acknowledged to me that they executed the same.

MICHELLE LOVELAND
Notary Public, State of Utah
Commission # 689442
My Commission Expires On
May 25, 2020

Michelle
5-25-2020
Notary Public
My commission expires: 5-25-2020

Addresses within 500 ft of 40 acre Parcel

580440012	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440010	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440013	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043

Addresses within 500 ft of 160 acre Parcel

346380633	EAGLE MOUNTAIN CITY	1650 E STAGECOACH RUN	EAGLE MOUNTAIN	UT	84005
346380606	JOHN D & DANACA HADFIELD FAMILLY LLC	1450 W 1850 N	LEHI	UT	84043
346380608	BELLE STREET PARTNERS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
346380605	DUCKWORTH - LANDON	1777 HIDDEN HILL RD	EAGLE MOUNTAIN	UT	84005
346380607	ANDERSON - KENNETH THERON & TANYA MARIE	9525 N BELLE ST	EAGLE MOUNTAIN	UT	84005
580440009	SMITH - KATHERINE LYNN & KATHERINE LYNN	9303 W 8800 N	LEHI	UT	84043
580440163	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440001	UNITED STATES OF AMERICA	650 CAPITOL MALL	SACRAMENTO	CA	95814
580440012	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440013	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440089	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440090	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005

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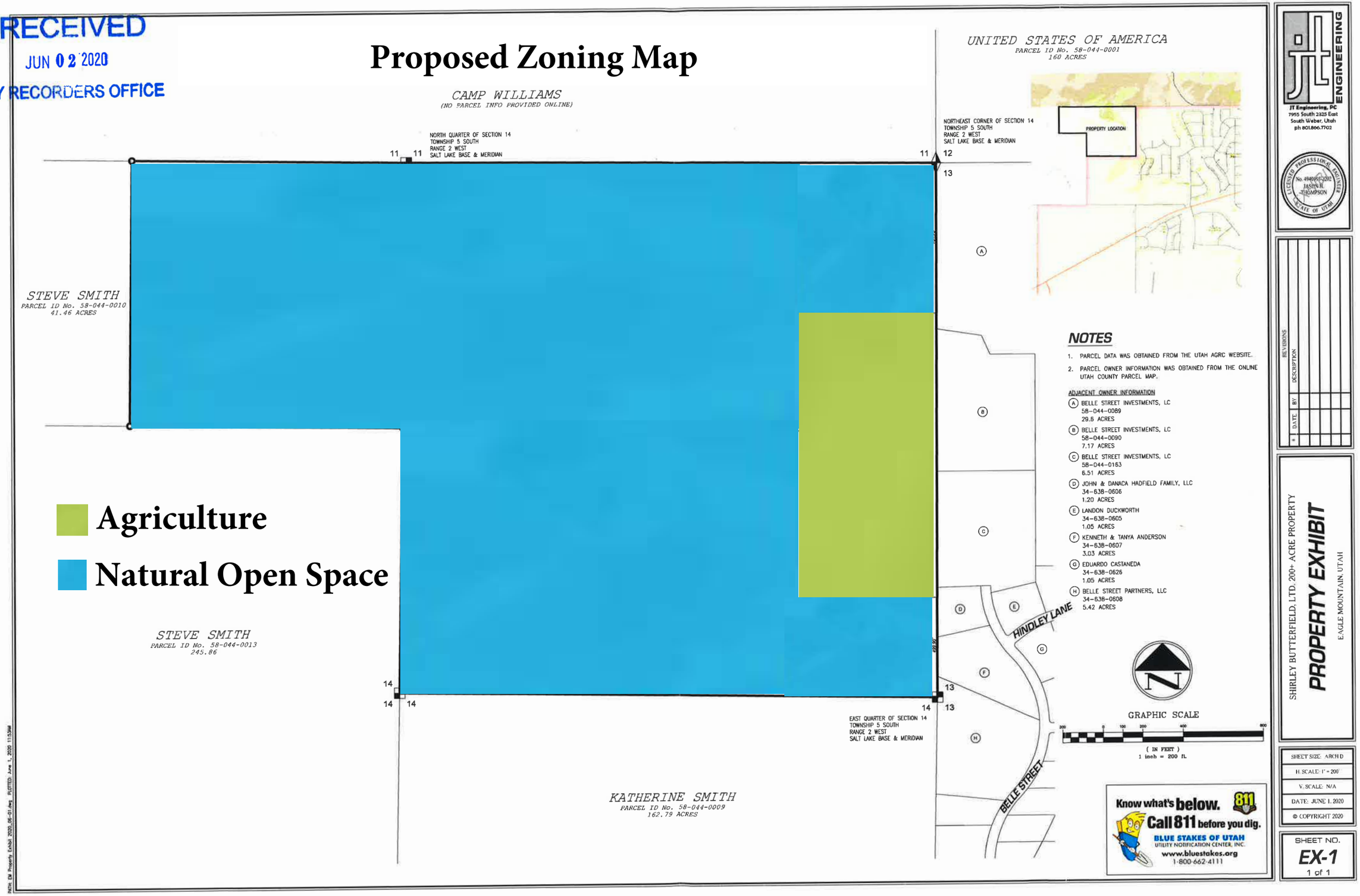
Proposed Zoning Map



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Proposed General Plan Land Use Designations

Parks and Open Space

Agriculture/Rural Density One



NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

- (A) BELLE STREET INVESTMENTS, LC
  58-044-0089
  29.6 ACRES
- (B) BELLE STREET INVESTMENTS, LC
  58-044-0090
  7.17 ACRES
- (C) BELLE STREET INVESTMENTS, LC
  58-044-0163
  6.51 ACRES
- (D) JOHN & DANACA HADFIELD FAMILY, LLC
  34-638-0606
  1.20 ACRES
- (E) LANDON DUCKWORTH
  34-638-0605
  1.05 ACRES
- (F) KENNETH & TANYA ANDERSON
  34-638-0607
  3.03 ACRES
- (G) EDUARDO CASTANEDA
  34-638-0626
  1.05 ACRES
- (H) BELLE STREET PARTNERS, LLC
  34-638-0608
  5.42 ACRES

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft

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LICENSED PROFESSIONAL ENGINEER
No. 494955-2202
JASON H. THOMPSON
STATE OF UTAH

REVISIONS			
*	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY
EAGLE MOUNTAIN, UTAH

PROPERTY EXHIBIT

SHEET SIZE: ARCH D
H. SCALE: 1" = 200'
V. SCALE: N/A
DATE: JUNE 1, 2020
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SHEET NO.
EX-1
1 of 1

Path: EM Property Exhibit 2020_06-01.dwg PLOTTED: June 1, 2020 11:53AM

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	Ivory Development (Bryon Prince)		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY** Overland

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford

RECOMMENDATION:
We recommend approval of the proposed 2nd amendment as presented.

BACKGROUND:
The Overland MDA currently includes the following language (Overland MDA 1st Amendment):

11.3.1 A Club Ivory and an approximately 4-acre park in Village 1 will begin construction by December 15, 2019 and will be completed prior to the earlier of the recording of a plat containing the 350th building permit or June 30th, 2020.

11.3.2 An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th building permit for Village 1 or within 5 years of the date of this MDA.

For various reasons, including pandemic-caused supply chain disruptions, the Club Ivory building and associated improvements are not yet complete. However, they have been under construction throughout this year and are nearing completion. The Club Ivory building is also larger and grander than originally contemplated in the agreement. Discussions have also taken place recently with Ivory Development concerning their plans for park improvements in the

required 2-acre park, which will be located in Phase C (west side of Village 1). This park was delayed mainly due to the phasing of roads. The road adjacent to the park was just recently constructed.

The applicant has completed infrastructure in a couple of plats located in Phase C and is prepared to record these plats with Utah County. The recording of these plats, however, would exceed the recording of the 300th and 350th lots in Village 1.

ITEMS FOR CONSIDERATION:
Please see the attached proposed "Second Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel" for details of the proposal.

In summary, we suggested that the applicant apply for an MDA amendment in order to resolve the timing issues of the clubhouse and park so they can move forward to record their phase C plats. The proposal includes a completion date of December 31st, 2020 for the clubhouse, May 31st, 2021 for the pool and associated landscaping (spring will be the best time to complete those improvements), and June 30th, 2021 for the park in phase C.

In return for this extension of time, the applicant has agreed to deed property to assist the City with a couple of needs. As part of the planned Pony Express Parkway widening project, the City needs some land at the corner of Pony Express Parkway and Bobby Wren Boulevard (either the NW or NE corner). The other property is a realignment of the northern access to the soccer field on the east side of Pony Express Parkway to line it up with the intersection, improving safety.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

RES--Overland MDA 2nd Amendment
Proposed Overland MDA 2nd Amendment Draft
Overland MDA
Overland MDA 1st Amendment
Proposed MDA 2nd Amendment - Updated 11.16.2020
Exhibits A & B - Updated 11.16.2020

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE SECOND AMENDMENT TO THE SITLA/IVORY RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Second Amendment to the SITLA/Ivory Restated Master Development Agreement as set forth herein;

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the proposed Second Amendment to the SITLA/Ivory Restated Master Development Agreement as set forth in Exhibit A.

2. The Second Amendment to the SITLA/Ivory Restated Master Development Agreement is hereby approved as set forth more specifically in Exhibit A.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

00049042.DOC

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____ .

00049042.DOC

Exhibit A

SECOND AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

This Second Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel ("First Amendment") is entered into this ____ day of November, 2020 ("Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, ("Ivory") a Utah limited partnership, sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS The Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 ("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 Second Amendment and desire to enter into this Second Amendment to modify and add certain terms to the 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. Timing for Village 1 Construction of Parks and Amenities. Section 11.3.1, 11.3.2, and 11.3.4 of the Agreement shall be amended and restated as follows:

11.3.1 The Overland Clubhouse (Club Ivory) building will be completed by December 31, 2020. The pool and associated park and landscape improvements will be substantially completed by May 30, 2021;

11.3.2 An approximately 2-acre park will be constructed in Village 1 (Phase C), and shall be substantially complete by June 30, 2021;

11.3.4 Developer will deed property to City to accommodate the need for a retention pond at the corner of Pony Express Parkway and Bobby Wren Boulevard, which is necessary due to planned widening of Pony Express Parkway to a five-lane cross-section. This transaction will occur in a timely manner so as to not delay the widening project. See Exhibit A for a possible retention pond location.

11.3.5 Developer will deed property along the east side of Pony Express Parkway (small portion of parcel 59:033:0027) to City directly east of the southern parking lot

entrance to Cory Wride Memorial Park to line up the intersection to improve safety. This transaction will occur in a timely manner so as to resolve safety concerns as soon as possible. See Exhibit B for the road widening plans in this area.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this Second Amendment with the terms and conditions of the Agreement, the terms and conditions of this Second Amendment shall be binding and govern the conduct of the parties.

4. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this Second Amendment shall remain in full force and effect.

5. Counterparts. This Second 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.

[*signatures on following page(s)*]

MASTER DEVELOPER
Ivory Homes, Ltd.

_____

By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of November, 2020 personally appeared before me _____ _____, the _____of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

_____
NOTARY PUBLIC
Residing at: _____

CITY
EAGLE MOUNTAIN CITY

_____

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality: Attest:

_____ _____

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____day of November, 2020, 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

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

_____
By: David Ure
Its: Director

Approved as to Form:

_____
Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On ___ the day of November, 2020, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

_____
NOTARY PUBLIC
Residing at: _____

ENT 62737:2018 PG 1 of 86
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 03 2:27 pm FEE 266.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

(Space above for Recorder's use only.)

DEVL 1112

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

DATED: December 5, 2017

TABLE OF CONTENTS

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1. Incorporation of Recitals and Exhibits/ Definitions 3
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AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT

FOR

OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 5th day of December, 2017, by and between Eagle Mountain City, a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, a Utah limited partnership.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owner and the City entered into the Prior Agreement.

C. Since Owner and the City entered into the Prior Agreement, there have been many changes to the economy and to the needs and desires regarding the development of the Property.

D. Also since the execution of the Prior Agreement, Owner has selected a Master Developer for the Overland portion of the Property.

E. The Parties have determined to amend and restate the Prior Agreement and enter into this MDA to memorialize the terms of their relationship and expectations for the development of the Property.

F. On December 5, 2017, the City approved a Master Plan for the Property.

G. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

H. Development of the Property will include the Intended Uses specified in the Master Plan.

I. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the Parties to be consistent with the Act, and to operate to the benefit of the City, Owner, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that it is consistent with the Act.

K. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.

M. The Parties have cooperated in the preparation of this MDA.

N. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner and Master Developer to develop Overland and Pony Express as part of the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

O. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-101, *et seq*. (2017).

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation**. The foregoing Recitals and Exhibits "A" – "I" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the City Land Use, Development, and Management Act, Utah Code Ann., §10-9a-101, *et seq.* (2017).

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 22.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements

are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

1.2.6. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Property, or to construct any Backbone Improvements.

1.2.7. **Buildout** means the completion of all of the development on all of the Property.

1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Property to be recorded in the chain of title on portions of the Property.

1.2.9. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Property.

1.2.11. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Property and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.12. **City Parks** means those parks shown as being owned by the City on Exhibit "B" and those Medium Parks and Large Parks that may be dedicated to the City as provided in Section 11.5.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C", except for the City's Tier System open space and trail requirements (not including clubhouse and pool requirements) and other provisions of the City's Vested Laws that are specifically superseded by this MDA.

1.2.14. **Commercial/Institutional Development** means the development of a portion of the Property which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, office buildings, churches, schools, public buildings, hotels, shopping centers or other similar multi-building developments or plans for other developments on the Property.

1.2.15. **Commercial Site Plan** means the plan submitted to the City for the approval of Commercial/Institutional Development.

1.2.16. **Commercial Uses** including, but not limited to, professional and other offices, retail and commercial business uses (except for sexually oriented business), restaurants, public facilities, and multi-family residential uses shall be governed by City Vested Laws, except vertical mixed use shall be an approved use.

1.2.17. **Council** means the elected City Council of the City.

1.2.18. **Default** means a material breach of this MDA.

1.2.19. **Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.20. **Development Application** means an application to the City for development of a portion of the Property including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Property.

1.2.21. **Development Lease** means Development Lease Number 1074, effective February 1, 2016, entered into by the State of Utah, acting through the School and Institutional Trust Lands Administration, and Ivory Homes, Ltd., a Utah limited partnership, for the development of the Overland parcels.

1.2.22. **Development Report** means a report containing the information specified in Sections 6.6 submitted to the City by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., §10-9a-603 (2017), and approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.24. **Homeowner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.25. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §11-36a-101, *et seq.* (2017).

1.2.26. **Intended Uses** means the use of all or portions of the Property for Residential Uses, Commercial Uses and for parks, trails, open space and other uses as more fully specified in the Master Plan.

1.2.27. **Main Sewer Line** means that sewer line constructed by Owner along Pony Express Parkway from Bobby Wren Boulevard northward to manhole SSMH #23 located approximately 265 feet north of Midvalley Road centerline, on the east side of the Pony Express Parkway centerline.

1.2.28. **Master Developer** means Ivory Homes, Ltd., a Utah limited partnership and its assignees or transferees as permitted by this MDA.

1.2.29. **Master Plan** means Exhibit "B", a plan approved by the City on December 5, 2017, that sets forth general guidelines for the proposed future development of the Property.

1.2.30. **Maximum Residential Units** means the development on the Property of three thousand eight hundred (3,800) Residential Dwelling Units for Overland and four hundred fifty three (453) Residential Dwelling Units for Pony Express with a Property total of four thousand two hundred fifty three (4,253) Residential Dwelling Units.

1.2.31. **MDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.32. **Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.33. **Multifamily Residential** means condominiums, apartments or other residential units that are attached vertically or horizontally and each individual residential unit does not separately own the real property underlying the residential unit.

1.2.34. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the development of the Property.

1.2.35. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.36. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.37. **Overland** means the Overland parcels described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.38. **Owner** means the State of Utah, through the School and Institutional Trust Lands Administration.

1.2.39. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 6.7.

1.2.40. **Park, Club Ivory** (or **Club Ivory**) means a park of a type and with such amenities as generally depicted as a Club Ivory on Exhibit "E".

1.2.41. **Park, Large** means a park of a type and with such amenities as generally depicted as a Large Park on Exhibit "E".

1.2.42. **Park, Medium** means a park of a type and with such amenities as generally depicted as a Medium Park on Exhibit "E".

1.2.43. **Park, Neighborhood Project** means a park that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.44. **Park, Small** means a park of a type and with such amenities as generally depicted as a Small Park on Exhibit "E".

1.2.45. **Parties** means, collectively, the City, Owner and Master Developer.

1.2.46. **Phase** means the development of a portion of the Property at a point in a logical sequence as determined by Master Developer.

1.2.47. **Planning Commission** means the City's Planning and Zoning Commission established by applicable laws of the City.

1.2.48. **Pony Express** means the Pony Express parcel described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.49. **Pony Express Trail Park** means the approximately 52 acres deeded to the City by Owner through *Amended and Restated State Of Utah Exchange Patent No. 19737 (Pony Express Trail Park)*, recorded as Entry No. 63439:2005.

1.2.50. **Prior Agreement** means the master development agreement between the City and Owner dated October 7, 2003.

1.2.51. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on or necessary to serve that portion of the Property which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.52. **Property** means, collectively, the Overland and Pony Express parcels of land located in the City, described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.53. **Reimbursable Improvements** means those improvements specified on Exhibit "D" which Owner constructed on, adjacent to, or in the vicinity of the Property pursuant to the Prior Agreement.

1.2.54. **Required Park** means any Park, Club Ivory, Park, Neighborhood Project, Park, Small, Park, Medium, or Park, Large required to be completed pursuant to this MDA.

1.2.55. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each

separate unit in a multi-family dwelling, apartment building, condominium or time-share building equals one Residential Dwelling Unit.

1.2.56. **Residential Uses** shall include structures for Residential Dwelling Units in any configuration including single family detached, single family attached (such as townhomes), and multifamily.

1.2.57. **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial/Institutional Development.

1.2.58. **Subdeveloper** means an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.59. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the laws of the State of Utah and the City's Vested Laws.

1.2.60. **Subdivision Application** means the application to create a Subdivision.

1.2.61. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.62. **Substantial Completion** means a point in the progress of a construction project where the work is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property.

1.2.63. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2017).

1.2.64. **Term, Initial** means the first term of the MDA for the Overland portion of the Property, as described in Section 4.

1.2.65. **Term, Overland Extension** means the extension period beyond the Initial Term for the Overland portion of the Property, as described in Section 4.

1.2.66. **Trail** means a public trail as shown on Exhibit "H".

1.2.67. **Transfer Deed** means a deed of conveyance approved by the Administrator pursuant to Section 8.15.

1.2.68. **Village** means one of the villages depicted in the Master Plan.

1.2.69. **Village Concept Plan** means a conceptual plan for the development of each Village.

2. **Vested Terms from Prior Agreement to be Retained.**

2.1. **Vacating Lehi-Fairfield Road.** The Parties acknowledge that Utah County may have a historic claim over the Lehi-Fairfield Road. To the extent necessary and at Owner's request, the City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B". The City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B", at such time as the roads shown on Exhibit "B" as West Pony Express Road and West High School Road are constructed and open to public use. Once vacated, these City lands that were previously Lehi-Fairfield Road shall be preserved and enhanced as a non-vehicular trail as part of the Pony Express Trail Park.

2.2. **Access to Pony Express Parcel.**

2.2.1. West Pony Express Road. Exhibit "B" shows West Pony Express Road on the west side of Pony Express parcel, connecting the Pony Express parcel and West High School Road. This road is labeled, for purposes of this MDA, West Pony Express Road. The City agrees that this roadway will be built either as an arterial or as a collector road. The City agrees to show this road on its streets plan, or equivalent, and to require any proposed development in the area to provide for the roadway.

2.2.2. North Pony Express Road. Exhibit "B" shows a roadway labeled North Pony Express Road connecting to Major Street immediately south of its intersection with Eagle Mountain Boulevard and running westward along the northerly boundary of the Pony Express parcel. This roadway will improve access to cross the future Pony Express Trail Park and a small area of property owned by the City in the vicinity of the Pony Express Regional Park. The City agrees that this roadway will be constructed as a City collector road if legal access can be obtained without condemnation. Owner agrees that the cost of construction and connection to existing City streets will be an obligation of Owner or the developer of the Pony Express parcel. The City will use the road as access to the Pony Express Regional Park and to the Pony Express parcel. City acknowledges that this access is material to Owner's conditional agreement to forego existing legal vehicular access to City streets across Russell Street in the Overland Trails subdivision. Owner has agreed to forego that access if access can be granted at Major Street, so

as to reduce the traffic impact of development of the Pony Express parcel to the Overland Trails neighborhood.

2.2.3. West High School Road. Exhibit "B" shows a roadway which is a westerly extension of High School Road to a crossing of Eagle Mountain Boulevard, then westward to the road labeled West Pony Express Road. In accordance with the Prior Agreement, the City agrees to include this roadway in the Impact Fee Facilities Plan.

2.2.4. Russell Street, Emergency and Trail Access. As described in Section 2.2.2 above, Owner agreed to forego existing legal vehicular access to City streets for the Pony Express parcel across Russell Street in the Overland Trails subdivision if legal access can be achieved through Overland Trails subdivision at Major Street in the vicinity of the Pony Express Regional Park. If the City cannot grant the necessary replacement access along North Pony Express Road to Major Street, Russell Street will be maintained as a public right-of-way. If Major Street access can be granted, then Russell Street will be only used for emergency vehicular access and for pedestrian and equestrian access between the Overland Trails neighborhood and Pony Express parcel. Design of the emergency access will be subject to the approval of the fire marshal.

3. **Reimbursements.** The City has been reimbursing Owner for the Reimbursable Improvements through the collection of impact fees. Details regarding the reimbursements for the Reimbursable Improvements, including the reimbursement amounts, the prior payments through fiscal year 2017 and the amounts still due, are set forth in Exhibit "D". Reimbursements for the Reimbursable Improvements have been and shall continue to be made by the City through the

collection of impact fees associated with the applicable Reimbursable Improvements until the reimbursement amounts are paid in full. The City will make an annual payment to Owner in an amount equal to the applicable impact fees collected by the City in the applicable fiscal year (running from July 1 to June 30) on or before each subsequent January 2. This payment shall be accompanied with a report detailing the applicable annual impact fees collected by the City.

4. **Effect of this MDA/Term.** This MDA shall be the sole agreement between the Parties for the development of the Property. The Prior Agreement shall be deemed to have been novated and superseded by this MDA. Any and all claims by any of the Parties for any breaches or performances under the Prior Agreement shall be deemed to have been waived or satisfied. The Initial Term of this MDA for the Overland portion of the Property shall be until December 31, 2052. With respect to Overland, if Master Developer or Owner are not in Default at the end of the Initial Term (or if Master Developer or Owner is in Default, but such Default is being cured), the approved land uses, zoning, and densities shall be automatically extended through the Overland Extension Term for a period of an additional fifteen (15) years (i.e. through December 31, 2067). As of January 1, 2053, the City's Future Laws shall be effective regarding Overland except: (1) the open space and park improvement requirements specified in this MDA shall not be modified; and (2) other requirements that deny Master Developer the ability to reasonably develop the approved number of units in each Village. This MDA shall expire with respect to Overland at the end of the Overland Extension Term. With respect to Pony Express only, the term of this MDA shall be ninety (90) years (i.e. through December 31, 2107).

5. **Development of the Property.**

5.1. **Compliance with Law.** Development of the Property shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits.

5.2. **Matching Lot Sizes.** Where Overland is immediately adjacent to properties in Villages 2, 3 and 7 on the Master Plan that have development rights at the date of the execution of this MDA, Overland will have single family lots no smaller than 1/2 acre or the average lot size of the immediately adjacent property, whichever is smaller. If other properties immediately adjacent to Overland obtain development rights in the future before the portion of Overland to which they are immediately adjacent receive preliminary plat approval, then Master Developer will develop the immediately adjacent portion of the Property with either matching density (if the immediately adjoining property is anything other than single family) or with single family units (if the immediately adjoining property is single family).

6. **Development of the Property in Compliance with the Master Plan.**

6.1. **Maximum Residential Units and other Intended Uses.** Subject to the maximum number of Residential Dwelling Units in each Village, as indicated in Exhibit "B", Owner shall be entitled to develop up to the Maximum Residential Units and to develop the other Intended Uses as specified in the Master Plan.

6.2. **Intended Uses, Residential Dwelling Units and Density Vesting.** Intended Uses and maximum number of Residential Dwelling Units for each Village are shown on the Master Plan. It is the understanding and intent of the Parties that Master Developer is vested with the residential densities shown on the Master Plan, and Master

Developer shall not be required to obtain a conditional use permit, in accordance with Section 17.25.060 of the City's Vested Laws, to develop Tier III and Tier IV residential development densities.

6.3. **Restrictions on Uses in Certain Villages.** Multifamily Residential shall only be allowed in Villages 5 and 8.

6.4. **Village Approvals.** Master Developer shall present to the Planning Commission and City Council a Village Concept Plan, and a traffic study based on the Village Concept Plan, before submitting any Development Application for any such Village (i.e., a Development Application in Village 7 would require a conceptual plan and traffic study for Village 7). Each Village Concept Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Village will be located, the location and size of parks and trail improvements, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses. The City's review of the Village Concept Plan for any Village may consider legitimate and quality planning principles, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, the location and type of Commercial Uses and Residential Uses in the Village, and the location and amount of any non-standard lots. The City shall have the right to require changes to the Village Concept Plan provided that the changes do not materially impact Master Developer's ability to obtain the allowed densities, significantly alter the types or locations of residential or commercial uses (i.e. townhomes, cluster homes, etc.), significantly alter proposed lot sizes, or result in unreasonable additional development costs. Village Concept Plans may also propose areas in the Village Concept Plan with

single-family homes at Tier III or Tier IV densities that do not comply with Tier II development standards, including single-family homes with reduced lot frontages or zero lot lines, which deviations from the development standards may be approved by the City Council as part of the Village Concept Plan approval. The Parties acknowledge and agree that Developer has previously submitted and the City has approved a Village Concept Plan for Village 1, which included an area of "cottage" active adult product with lot sizes that do not conform to the City's Vested Laws. The City hereby approves the proposed lot sizes for the "cottage" active adult product in Village 1. In Village 1, Master Developer shall not propose any other areas for a Development Application that do not meet the lot size and lot frontage requirements in the City's Vested Laws.

6.5. **Use of Residential Dwelling Units.** Master Developer may use any of the Maximum Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and approved Village Conceptual Plan.

6.6. **Accounting for Residential Dwelling Units.** At the recordation of a Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the City an updated Development Report showing the number of any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining for use within each Village and for the total Property.

6.6.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall

include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the type and maximum amount of any such other use sold with the Parcel.

6.6.2. Return of Unused Residential Dwelling Units. At the recordation of a Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the City an updated Development Report showing the number of Residential Dwelling Units and other types and amounts of uses actually used on the Final Plat. If any portion of the Maximum Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Maximum Residential Units or other uses shall automatically revert back to the Property and the Master Developer shall file with the City an updated Development Report.

6.7. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a Parcel without providing such detailed development information subject to the specific "Parcel Sales" provisions of the Section 8.15 as is provided in Utah Code Ann., §10-9a-103(57)(c)(v) (2017). The City and Master Developer acknowledge that such sales of Parcels do not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the City's Vested Laws to complete or provide security for Project Infrastructure at the eventual time

of such Subdivision. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

7. **Zoning and Vested Rights.**

7.1. **Current Zoning.** The Property is currently zoned as specified in the project Master Plan.

7.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-508 (2017).

7.2.1. Invalidity. Master Developer and Owner covenant not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such

stricken provisions and which implements the intent of the Parties in that regard as manifested by this MDA.

7.2.2. Exceptions. The applicability of the City's Vested Laws specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer Agreement.* City's Future Laws that Master Developer and Owner agree in writing to the application and scope thereof to the Property. Master Developer and Owner may withhold their consent to the application of any of the City's Future Laws in each of their sole discretion;

2. *Compliance with State and Federal Laws.* City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Property;

3. *Safety Code Updates.* City's Future Laws that are updates or amendments to existing building, 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. *Taxes.* Taxes, or modifications thereto, so long as such taxes

are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and managed by Owner;

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City'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 (2017); and

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

8. **Approval Processes for Development Applications.**

8.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and construct portions of the Master Plan for the Property in phases.

8.2. **Processing Under City's Future Laws.** Approval processes (e.g., which body of the City considers / hears / approves various types of Development Applications) for Development Applications shall be as provided in the City's Future Laws except as

otherwise provided in this MDA.

8.3. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner and Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application so long as Owner and Master Developer and any Subdeveloper is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Owner and Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Owner and Master Developer from relying for other Development Applications on the City's Vested Laws.

8.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

8.5. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of any party, the Parties will confer and determine whether the City and the Master Developer or a Subdeveloper (if applicable) wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs

then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

8.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

8.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification,

subject to required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

8.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. This Section shall not be construed to relieve the Master Developer of any plan review fees, inspections fees or other fees normally required by the City.

8.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed

consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

8.9. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species" and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant.

8.10. **City Denial of a Development Application.** If the City denies a Development Application or a Village Concept Plan, the City shall timely provide a written determination advising the Applicant of the reasons for Denial, including specifying the reasons the City believes that the Development Application or Village Concept Plan is not consistent with this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

8.11. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application or Village Concept Plan.

8.12. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's Denial of a Development Application is based on the Denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such Denial through the applicable procedures for such a decision and not through the processes specified below.

8.13. **Mediation of Development Application Denials.**

8.13.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 8.14 shall be mediated.

8.13.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8.14. **Arbitration of Development Application Objections.**

8.14.1. Issues Subject to Arbitration. Issues regarding the City's Denial of

a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or City Vested Law (or, if applicable, a City Future Law) is not an issue subject to arbitration.

8.14.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 8.13.

8.14.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City to pay the arbitrator's fees.

8.15. **Parcel Sales.** The Parties acknowledge that the most efficient and

economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Property or a particular Parcel therein, the City further agrees that, consistent with the provisions of Utah Code Ann., §10-9a-103(60)(c)(v) (2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the City to transfer such Parcel via a metes and bounds legal description.

9. **Exclusion from Moratoriums.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §10-9a-504, (2017) unless such a moratorium is found on the record by the Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

10. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application as set forth in Section 8.3.

11. **Parks and Open Space.**

11.1. **Cory Wride Memorial Park.** Master Developer will contribute to the City a total of $1,710,000.00 for investment in the Cory Wride Memorial Park. The payments will be made in increments of $570,000.00 per year beginning with the first payment on or

before February 27, 2019 and the remaining two increments on even dates in 2020 and 2021. The obligation to make these payments is a personal covenant of the Master Developer as of the effective date of this MDA, and does not run with the land, provided that City may withhold approval of any final plat on the Property if Master Developer is in breach of its obligation to make such payment.

11.2. **Pony Express Trail Park Improvements.** Master Developer shall install landscaping through the portion of the Pony Express Trail Park adjacent to Villages 1, 2, 3 and 8 on the west side of the existing asphalt trail at the time the City installs the landscaping on the east side of the existing asphalt trail (as required by Section 12.1). If Master Developer is still utilizing the temporary detention basins in the Pony Express Trail Park at such time, then Master Developer shall, instead, landscape the temporary detention basins when the basins are removed. At a minimum, Master Developer will install enhanced native landscaping through the applicable portion of the Pony Express Trail Park. However, in accordance with Section 12.3, the Parties have agreed to cooperate in good faith to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within the Pony Express Trail Park. The improvements within the Pony Express Trail Park shall be in the sole discretion of Master Developer, but it is anticipated that Master Developer may install contouring, grass areas, trees, above-ground drainage streams or other improvements if both Owner and City agree to such improvements.

11.3. **Village 1.** Exhibit "F" is a detailed plan for the Village 1 parks, open space and amenities. Village 1 will include a total of approximately 8 acres of parks, community amenities, open space, Club Ivory, and Trail system:

11.3.1. A Club Ivory and an approximately 4-acre park will be constructed in Village 1 the sooner of the recording of a plat containing the 150th Building Permit for Village 1 or within 3 years of the date of this MDA;

11.3.2. An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th Building Permit for Village 1 or within 5 years of the date of this MDA; and

11.3.3. An additional approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 450th building permit for Village 1 or within 7 years of the date of this MDA.

11.4. **Other Villages and Pony Express Parcel.** Parks, open space and amenities in the Property (other than Village 1) shall be dedicated and constructed as specified below.

11.4.1. Parks, Trails and Open Space Requirements. Unless otherwise approved by the City Council, at a minimum park and improved open spaces shall include the following features and improvements: (1) sod areas large enough for children's play (including multi-use fields), (2) irrigation system to City standards (as required by the City's Future Laws); (3) access along a public road; (4) sufficient paved parking for use of improvements; (5) seating areas with shade structures, pavilions, or trees for shade; (6) asphalt trails or concrete sidewalks connecting the park to the neighborhood and internal trail; (7) a variety of landscaping, including trees, shrubs, and water-wise landscaping; (8) garbage receptacles, drinking fountains, picnic tables, barbeques or other improvements necessary for use or enjoyment of park features; and (9) public bathroom facilities

(for Large Parks). In addition, parks should generally include one or more of the following types of park improvements sufficient for the size of the neighborhood and intended use of the park: basketball court, sports court, splash pad, skate park, large playground structure, or large group pavilion. It is the expectation of the Parties that parks will be improved with a similar level of improvements and amenities as the example parks depicted in Exhibit "E". Subject to the foregoing, the Parties agree that the design and amenities in each park will vary based on the location of the park, surrounding housing types, and changing needs of the community, and that the park design and amenities shall generally be in the discretion of the Master Developer.

11.4.2. Public Park Improvements. In order to allow the City to efficiently maintain public parks and open spaces, all improvements in Required Parks that will be dedicated to the City shall comply with the City's Future Laws with respect to sprinkler and irrigation systems, water usage, fencing, plant and tree types, and construction materials, provided that the City's Future Laws do not substantially increase the cost of such improvements. Master Developer shall reasonably cooperate with City to provide improvements and amenities in public parks that can be efficiently and cost effectively maintained by the City.

11.4.3. Park Plan Approval. Prior to construction or dedication of any Required Park, Master Developer shall submit to the City a detailed park plan. The City Council shall review the park plan, and may deny the park plan if the park plan does not comply with the requirements in subsections 11.4.1 or 11.4.2. Any dispute

about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

11.4.4. Village 2. A Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to recordation of a plat containing the 200th Residential Dwelling Unit in Village 2.

11.4.5. Village 3. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 115th Residential Dwelling Unit in Village 3.

11.4.6. Village 4. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 400th Residential Dwelling Unit in Village 4.

11.4.7. Village 5. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 5.

11.4.8. Village 7. A Small Park shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 150th Residential Dwelling Unit in Village 7 and, also, a Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and

dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 2.

11.4.9. Village 8. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) upon the sooner of the recordation of a plat containing the 80th Residential Dwelling Unit in Village 8 or within 2 years of the recordation of the first plat in Village 8.

11.4.10. Pony Express Parcel. A Medium Park shall be constructed and dedicated to the City prior to the recordation of a plat containing the 150th Residential Dwelling Unit in the Pony Express portion of the Property.

11.4.11. Alternative Bonding for Park Improvements. In the event that Master Developer is unable to complete any Required Park in the timeframes specified in Sections 11.3.1 – 11.4.9, Master Developer may provide to the City a cash bond in the amount of 150% the anticipated cost of all remaining improvements in the Required Park, which cost shall be commercially reasonable. Notwithstanding the bond, Master Developer shall prosecute the completion of the Required Park with commercial due diligence.

11.5. **Dedication of Parks.** Certain of the parks in Sections 11.3 and 11.4 and, also, certain Neighborhood Project Parks, may be dedicated to the City upon their completion and acceptance. Unless otherwise agreed to by the Parties, those parks described as Club Ivory, or Neighborhood Project Parks will not be dedicated to the City but, instead, be owned and maintained by an HOA while Small Parks, Medium Parks and Large Parks will be dedicated to the City.

11.6. **Trails.** Exhibit "I" is the Trails Master Plan. Master Developer will dedicate to the City and construct the Trails with the improvements of each Phase to which a section of Trail is adjacent or included.

11.6.1. Trails Standards. Asphalt Trails shall be 10 feet wide along pedestrian corridors. Unless amended by the City Future Laws as provided herein, asphalt Trails shall consist of six inches of base and three inches of asphalt and shall be placed on undisturbed native material or documented fill material properly compacted. Base shall extend past Trail edges six inches on both sides. Master Developer, in its discretion, may use alternative upgraded designs or materials including concrete or adding additional width.

11.7. **Maintenance of Parks and Trails Dedicated to the City.** Upon acceptance by the City of any park being dedicated to the City pursuant to Section 11.6, the City shall be responsible for maintaining such park or Trail.

11.8. **Owners Dedication Language.** Most dedications by Owner to the City pursuant to this MDA shall occur through a dedication plat. In such circumstances, the plat shall contain Owner's dedication language materially the same as the example in Exhibit "G". Certain dedications may occur through the issuance of a patent deed or other type of deed. In both circumstances, the plat and conveyance deed shall contain restrictions regarding the use of such lands restricting the use of such lands for the purpose for which it was granted.

11.8.1. Use Restrictions. Conveyances to the City of properties for Parks or Trails shall include deed restrictions limiting the uses of the property to passive and active recreation improvements.

11.9. **Tax Benefits.** The City acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the property for the Cory Wride Memorial Park, other City Parks, or contributing payments for investment in Cory Wride Memorial Park to the City or to a charitable organization to the extent that Master Developer or Owner is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to allow Master Developer to take advantage of any such tax benefits.

12. **Additional Consideration by Owner and Master Developer.** As additional consideration to the City in the nature of parks and open space dedications, Owner and Master Developer shall:

12.1. **Pony Express ROW Expansion.** On or before June 30, 2018, dedicate to the City and release or amend deed restrictions for approximately 11 acres of additional right-of-way along the Pony Express Parkway to allow the City to expand the Pony Express Parkway right-of-way to 152 feet. The details of the expansion of the Pony Express Parkway as it relates to the presently existing asphalt trail and Pony Express Trail Park and to the future expansion are illustrated, in cross-section view, on Exhibit "I". In the event the City allows Pony Express Parkway to be expanded to three lanes in each direction, City will install a 30-foot landscaped park strip on the east side of Pony Express Parkway and install landscaping between the existing asphalt trail and Pony Express Parkway on the west side of Pony Express Parkway. For purposes of this MDA, a "lane" shall include those lanes constructed for through-traffic as well as any turn, emergency or similar lanes.

The type of landscaping and amenities, and the design of the park strips, shall be in the sole discretion of the City, provided that the landscaping does not include amenities or improvements that violate the deed restrictions that encumber the property. If the expanded Pony Express Parkway encroaches upon the presently existing asphalt trail, then the City shall relocate the affected portion of the asphalt trail at its own expense.

12.2. **Recreational Parcel.** On or before June 30, 2018, dedicate to the City approximately 13.4 acres, as shown on the Master Plan. The deed restrictions shall be the same as the deed restrictions in State of Utah Exchange Patent 19738, except paragraph 3 under Prohibited Improvements and Uses shall read: "Commercial uses (other than minor concession, minor commercial uses directly related to allowed recreational amenities, or fees related to use of the recreational amenity)" and a new paragraph 4 under Prohibited Improvements and Uses shall read: "Parking lots that are unrelated to permissible improvements."

12.3. **Pony Express Trail Park Restrictions.** The Pony Express Trail Park was dedicated by Owner to City for the purpose of preserving the existing Pony Express trail and associated historic and scenic features. The conveyance document for this park contains deed restrictions intended to cause this preservation. Owner shall cooperate in good faith with City to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within this park, provided such improvements or uses are compatible with the purposes for which the park was dedicated.

12.4. **High School Road.** On or before June 30, 2018, dedicate to the City approximately 0.8 acres to allow High School Road, including a reasonably-sized turn lane, on the Property to be completed to City standards.

12.4.1. The City will complete the dedicated portion of High School Road on the Property to the west of the High School prior to the High School's anticipated fall-2019 opening.

12.5. **Airport Road.** Owner has already dedicated to the City property commonly referred to as the "Airport Road". The Master Plan contemplates a different alignment of Airport Road. The City and Owner shall work together to relocate the dedicated portions of Airport Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.6. **Bypass Road.** Owner has already dedicated to the City property commonly referred to as the "Bypass Road". Instead, the City and Owner shall, as and when requested by Master Developer, work together to relocate the dedicated portions of Bypass Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.7. **Lake Mountain Road.** Owner has provided an easement from Pony Express Parkway to the City-owned portion of Lake Mountain Road. That easement will be relinquished by the City when Master Developer completes a publicly dedicated connection in an alignment to be determined in the future by Master Developer and the

City as a part of a Subdivision of the relevant portion of the Property, as set forth in the easement.

12.8. **Hidden Valley Road.** The Master Plan shows a road connection through the project know as Hidden Valley Road. Master Developer shall, as a part of the completion of the infrastructure for any Development Application that would include a portion of Hidden Valley Road, complete that portion of the road within the Property. The location of Hidden Valley Road on the Master Plan is a general depiction only. The actual alignment of said road is to be determined in the future by Master Developer and the City as a part of a Subdivision of the relevant portion of the Property and may be combined with the future Lake Mountain Road connection.

13. **Public Improvements.**

13.1. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

13.2. **No Additional Backbone Improvements Requirements.** Any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the development of the Property shall be in accordance with Utah law.

13.3. **Construction Prior to Completion of Infrastructure.** City shall comply with Utah law and the City's Vested Laws with respect to building permits or permits for model homes, home shows, sales offices, construction trailers, or similar temporary uses.

13.3.1. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy

shall be permitted unless all Project Infrastructure and Backbone Improvements (except for landscaping which shall be considered pursuant to Section 17.1) required pursuant to an approved Development Application are installed to Substantial Completion.

14. **Water.**

14.1. **Water Rights.** Owner has banked water rights with the City for use on several properties within the City boundaries. The banked water rights are 785.402 acre-feet of water from Utah Water Right No. 54-1173 (a23069f) (500-acre feet), Utah Water Right No. 54-1153 (a29551) (200.376-acre feet), Utah Water Rights No. 54-1146 and 54-1147 (a28384) (52.506-acre feet), and Utah Water Right No. 54-145 (a36950) (32.52-acre feet).

14.2. **CWP Water Leased By Owner.** Owner has previously purchased the right to use 1,000 acre-feet of the City's interest in Central Utah Water Conservancy District water delivered to the City.

14.3. **Water Reservation.** The City and Owner shall cooperate in good faith to consider the reservation of water for the development of the Property, subject to payment of a reasonable reservation fee.

15. **CC&Rs**. The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&Rs. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City.

16. **Payment of Fees.**

16.1. **General Requirement of Payment of Fees.** Master Developer or a Subdeveloper shall pay to the City all fees (including, but not limited to, plan review fees,

Impact Fees, hookup fees and inspection fees) in amounts specified in the City's Future Laws.

16.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. City shall ensure that Master Developer is either not charged Impact Fees for System Improvements constructed by Master Developer or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for System Improvements constructed by Master Developer as required by State law.

16.3. **Reimbursement for "Upsizing".** In accordance with Utah law, the City shall not require Owner or Master Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Owner and Master Developer are made to compensate Master Developer for the costs of such upsizing.

16.4. **Main Sewer Line.** Owner constructed the Main Sewer Line. The Main Sewer Line was intended to provide all capacity necessary to provide sanitary sewer services to the estimated 3,800 Residential Dwelling Units for Overland, as described in Exhibit "B". The City acknowledges that Owner and Master Developer are concerned that by allowing other property owners to connect to the Main Sewer Line without the City constructing other sewer lines to service any portion of Overland, Master Developer may be in a situation in the future in which a new major sanitary sewer line is necessary to service Overland that would not have been necessary if City did not allow other property owners to connect to the Main Sewer Line. Accordingly, in the event the City allows other

property owners to utilize capacity in the Main Sewer Line, and the utilization of such capacity requires the construction of additional sanitary sewer capacity that would not have otherwise been required as part of Overland, the City shall construct such additional capacity, and City may assess impact fees to property owners (other than Master Developer or Owner) to cover the cost of such capacity. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

17. **Construction Standards and Requirements.**

17.1. **Separate Security for Landscaping.** Master Developer shall comply with City bonding requirements for required improvements, except security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the City separate from the security instrument(s) used for the other portion of the public improvements.

17.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

17.3. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Applicant shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

18. **Provision of Municipal Services**. The City shall provide all City services to the Property that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, sanitary sewer, garbage collection, police, fire and other emergency services. Such services shall be provided to the Property at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

19. **Default.**

19.1. **Notice.** If the Owner, Master Developer or the City 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 Parties. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer and Owner.

19.2. **Contents of the Notice of Default.** The Notice of Default shall:

19.2.1. Claim of Default. Specify the claimed event of Default;

19.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

19.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

19.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

19.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 8.11, 8.13 and 8.14. If the claimed Default is subject to Arbitration as provided in Section 8.14.3 then the Parties shall follow such processes.

19.4. **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to Arbitration then the Parties may have the following remedies:

19.4.1. Owner and Master Developer's Remedies. Owner and Master Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and City's obligations under this MDA. IN NO EVENT SHALL CITY BE LIABLE TO OWNER OR MASTER DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

19.4.2. City's Remedy Upon Default. City 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 Master Developer or

Owner, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. City 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.

19.5. **Public Meeting.** Before any remedy in Section 19.4.2 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

19.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default would also impair a compelling, countervailing interest of the City then the City may impose the **remedies** of Section 19.4.2 without the requirements of Sections 19.3. The City shall give Notice to the Master Developer, Owner and any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer, Owner and any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

19.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days of receipt of notice by the defaulting party then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

19.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

20. **Assumption of Rights of Master Developer.**

20.1. **Owner Right to Assume Position of Master Developer.** The Parties

acknowledge that Master Developer and Owner have entered into the Development Lease for the development of Overland, and that Master Developer also has a right of first refusal on Pony Express. If the Development Lease expires or otherwise terminates prior to Buildout, then Owner shall have the right (in its sole discretion) to assume the position of the Master Developer under this MDA and shall thereby assume all the rights, responsibilities and obligations of the Master Developer, except as expressly set forth herein. Owner shall exercise its right to assume the position of the Master Developer by providing Notice of such to the City. Owner shall have the right to further assign these rights and obligations in its sole discretion, and shall exercise its right to further assign by providing Notice of such to the City. The obligations of the Parties concerning the assignment of rights under this MDA, as set forth in Section 30, shall not apply to those circumstances described in this Section 21.1.

20.2. **Appointment of Additional Master Developer for Pony Express.** The Parties acknowledge that Owner and a party other than the Parties to this MDA may enter into a development agreement for Pony Express at some point in the future. In such circumstances, Owner shall have the right to add such developer as a party to this MDA. That developer shall also be considered a Master Developer under this MDA, and shall have all those rights, responsibilities and obligations associated with the Master Developer for Pony Express only. In such circumstances, the rights, responsibilities and obligations of Ivory Homes, Ltd. as Master Developer shall be limited to those associated with Overland only. Owner shall add a developer of Pony Express to this MDA by providing Notice of such to the other Parties, and executing any legal documents reasonably required by the other Parties to this MDA to effectuate such an addition.

20.3. **Exceptions.** If Owner assumes the position of Master Developer under this MDA pursuant to Section 20.1 prior to the payment of the entire $1,710,000.00 investment for Cory Wride Memorial Park, described in Section 11.1, Owner shall not be responsible for any portion of these payments.

21. **Notices**. All Notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:
Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

To Owner:
School and Institutional Trust Lands Administration
Attn: Development Group
675 East 500 South, Suite 500
Salt Lake City, UT 84102

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

21.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. Physical Delivery. Its actual receipt, if delivered personally, or by courier service.

21.1.2. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its

address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Actions.**

22.1. **Allowable Administrative Actions.** The following modifications to this MDA may be considered and approved by the Administrator.

22.1.1. Infrastructure. Modification of the location and sizing of the infrastructure for the Property that does not materially change the functionality of the infrastructure.

22.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

22.2.1. Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Action, then the Administrator may require the Administrative Action to be processed as a Modification Application.

22.2.2. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon the Administrative Action within a reasonable time.

22.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 22.2.1 requiring that the proposed Administrative Action be considered by the City Council as a Modification Application then

approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the City.

22.2.4. City Council Requirement of Modification Application Processing. Any member of the Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

22.2.5. Appeal of Administrator's Denial of Administrative Action. If the Administrator denies any proposed Administrative Action, the Applicant may process the proposed Administrative Action as a Modification Application.

23. **Amendment**. Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who may Submit Modification Applications.** Only the City and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. Identification of Property. Identify the property or properties affected by the Modification Application.

23.2.2. Consent of Owner. Owner's consent to filing a Modification Application shall be required.

23.2.3. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Property.

23.2.4. Identification of Non-City Agencies. Identify any Non-City Agencies potentially having jurisdiction over the Modification Application.

23.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

23.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.3. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.4. **Planning Commission Review of Modification Applications.**

23.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and complexity of the Modification Application.

23.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.6. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

23.7. **Meet and Confer regarding Modification Applications.** The Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Council's objections.

23.8. **Mediation of Council's Objections to Modification Applications.** If the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and the City shall each pay one-half of the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

24. **10-year Reviews**. Every ten years after the date of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time

and place mutually agreeable to the Parties between January 15 and February 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

25. **Estoppel Certificate**. Upon twenty (20) days prior written request by Owner, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owner, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

27. **Entire Agreement**. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

28. **Headings**. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

29. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

30. **Assignability**. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City and Owner as provided herein.

30.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

30.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Property or Master Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City and Owner unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City and Owner Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

30.3. **Notice.** Master Developer shall give Notice to the City and Owner of any proposed assignment and provide such information regarding the proposed assignee that the City and Owner may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City and Owner with all necessary contact information for the proposed assignee.

30.4. **Deemed Approved.** Unless the City or Owner objects in writing within

twenty (20) business days, the City and Owner shall be deemed to have approved of and consented to the assignment.

30.5. **Partial Assignment.** If any proposed assignment is for less than all of Master 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. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

30.6. **Grounds for Denying Assignment.** The City and Owner may only withhold their consent if the City and Owner are not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City or Owner to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 8.11 and 8.13. If the refusal is subject to "Arbitration" as provided in Section 8.14 then the Parties shall follow such processes.

30.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

31. **Binding Effect**. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master

Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

32. **No Waiver**. Failure of any of the Parties 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.

33. **Severability**. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

34. **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.

35. **Time is of the Essence**. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor of the City. The initial representative for Master Developer shall be Chris Gamvroulas. The initial

representative for Owner shall be Elise Erler. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

37. **Mutual Drafting**. Each of the Parties has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which party drafted any particular portion of this MDA.

38. **Applicable Law**. This MDA is entered into in the City 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.

39. **Venue**. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

40. **Counterpart Execution**. This MDA may be executed in counterparts.

41. **Recordation and Running with the Land**. This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA. The electronic data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

42. **Authority**. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to the motion approving the MDA adopted by the City on December 5, 2017. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

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

MASTER DEVELOPER
Ivory Homes, Ltd.

By: CLARK D. IVORY
Its: CEO

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the 31st day of May, 2018, personally appeared before me CLARK IVORY the CEO of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

NOTARY PUBLIC
Residing at: Salt Lake County

BRYON FRANKLIN PRINCE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 681328
COMM. EXP. 01-26-2019

CITY
EAGLE MOUNTAIN CITY

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

City Attorney

Attest:

City Recorder

CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 31 day of May, 2018, 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

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 686717
COMM. EXP. 01-17-2020

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

David Ure

By: David Ure
Its: Director

Approved as to Form:

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On 24th the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

Alan Russell Roe
NOTARY PUBLIC
Residing at: Salt Lake County

ALAN RUSSELL ROE
Notary Public State of Utah
My Comm. Exp: May 6, 2021
Comm. Number: 694764

TABLE OF EXHIBITS

Exhibit "A"	Legal Description and General Depiction of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	Reimbursable Improvements
Exhibit "E"	Parks and Open Space Examples
Exhibit "F"	Village 1 Parks, Open Space, Trails, and Amenities Master Plan
Exhibit "G"	Sample Owner's Dedication Language
Exhibit "H"	Trails Plan
Exhibit "I"	Cross Section of Expansion of Pony Express Parkway

Exhibit "A"

Legal Description and General Depiction of Property

Legal Description of Property:

Overland parcels:

VILLAGE 1 (PARCEL 36-E)

A portion of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N1°04'47"E along the Section line 2,671.07 feet to a 1987 Utah County monument marking the West ¼ Corner of said Section 36; thence N0°36'31"E along the Section line 2,062.29 feet to the southwesterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Southeasterly along the arc of a 1,675.07 foot radius non-tangent curve (radius bears: N70°24'53"E) 1,226.75 feet through a central angle of 41°57'40" (chord: S40°33'57"E 1,199.52 feet); thence S61°32'47"E 2,832.41 feet to the westerly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 2 (two) courses and distances: S28°27'14"W 517.50 feet; thence Southwesterly along the arc of a 795.58 foot radius non-tangent curve (radius bears: S61°36'35"E) 64.28 feet through a central angle of 4°37'46" (chord: S26°04'32"W 64.26 feet) to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail D1 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S65°29'22"E along said property 197.11 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S24°30'33"W along said road 59.86 feet to the northeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail E in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence N65°29'22"W along said property 197.17 feet to the easterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S24°30'38"W 886.52 feet; thence along the arc of a 202.61 foot radius curve to the right 60.92 feet through a central angle of 17°13'38" (chord: S33°07'27"W 60.69 feet); thence S41°44'16"W 716.26 feet to the southwesterly line of said Trail D1; thence along said trail parcel the following 5 (five) courses and distances: Southeasterly along the arc of a 655.00 foot radius non-tangent curve (radius bears: N84°54'06"E) 269.20 feet through a central angle of 23°32'52" (chord: S16°52'20"E 267.31 feet); thence S30°48'02"E 180.77 feet; thence along the arc of a 15.00 foot radius curve to the left 17.21 feet through a central angle of 65°43'37" (chord: S63°39'50"E 16.28 feet) to a point of reverse curvature; thence along the arc of a 130.00 foot radius curve to the right 21.26 feet through a central angle of 9°22'07" (chord: N88°09'25"E 21.23 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 14.99 feet through a central angle of 57°15'43" (chord: N64°12'37"E 14.38 feet) to the northwesterly line of said Sweetwater Road; thence along said road the following 2 (two) courses

Exhibit "A" (continued)

and distances: S27°16'59"W 74.53 feet; thence along the arc of a 2,495.00 foot radius curve to the left 40.92 feet through a central angle of 0°56'23" (chord: S26°48'48"W 40.92 feet); thence N65°14'49"W 24.00 feet; thence along the arc of a 267.00 foot radius curve to the left 62.47 feet through a central angle of 13°24'21" (chord: N71°56'59"W 62.33 feet) to the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail F in Deed Entry No. 63439:2005 of the Official Records of Utah County, the previous 2 (two) courses along the extension of, and along the northerly line of Midvalley Road as dedicated as part of MIDVALLEY ROAD Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Trail parcel the following 4 (four) courses and distances: Northeasterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: S61°05'44"E) 12.89 feet through a central angle of 5°40'49" (chord: N31°44'41"E 12.88 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 17.12 feet through a central angle of 65°23'09" (chord: N1°53'31"E 16.20 feet); thence N30°48'04"W 182.70 feet; thence along the arc of a 745.00 foot radius curve to the right 227.50 feet through a central angle of 17°29'47" (chord: N20°02'13"W 226.62 feet) to the southeasterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S41°44'18"W 0.54 feet to the easterly line of said MIDVALLEY ROAD Phase 1 Subdivision; thence along said Plat the following 4 (four) courses and distances: Northwesterly along the arc of a 745.00 foot radius non-tangent curve (radius bears: N78°39'39"E) 153.00 feet through a central angle of 11°46'00" (chord: N5°27'21"W 152.73 feet); thence N0°25'39"E 513.37 feet; thence N89°34'21"W 1,084.31 feet; thence S0°25'39"W 1,110.53 feet to the Section line; thence N89°17'16"W along the Section line 982.89 feet to the point of beginning.

Contains: 193.90+/- acres

VILLAGE 2 (PARCEL 36-A)

A portion of the NW1/4 and the NE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located S89°27'10"E along the Section line 103.03 feet from a 2002 Utah County monument marking the Northwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°27'10"E along the Section line 2,572.06 feet to a 1960 Utah County monument marking the North ¼ Corner of said Section 36; thence S89°36'58"E along the Section line 1,522.16 feet to the northwest corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail A in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S0°23'02"W 25.00 feet; thence S54°09'26"E 248.32 feet; thence S11°08'55"W 48.72 feet to the northeast corner of that Real Property conveyed to Eagle Mountain City described as Exhibit "A" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S42°09'31"W 134.22 feet; thence S6°36'38"W 68.52 feet; thence S13°15'31"E 154.22 feet to the southwest corner of said Pony Express Trail A; thence S78°51'05"E along said trail parcel 199.60 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County;

Exhibit "A" (continued)

thence S11°08'50"W along said roadway 60.00 feet to the north line of Pony Express Trail B described in said Deed Entry No. 63439:2005; thence N78°51'05"W along said trail parcel 196.98 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S11°08'55"W 315.69 feet; thence along the arc of a 712.61 foot radius curve to the right 215.23 feet through a central angle of 17°18'19" (chord: S19°48'05"W 214.42 feet); thence S28°27'14"W 1,194.43 feet to the south line of said Pony Express Trail B; thence S61°32'46"E along said trail parcel 197.10 feet to the westerly line of said Sweetwater Road; thence S28°27'09"W along said Road 59.99 feet to the north line of Pony Express Trail C1 described in said Deed Entry No. 63439:2005; thence N61°32'46"W along said trail parcel 197.10 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S28°27'14"W along said lands 469.02 feet to the northeasterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: N61°32'47"W 2,832.41 feet; thence along the arc of a 1,469.07 foot radius curve to the right 1,593.70 feet through a central angle of 62°09'23" (chord: N30°28'08"W 1,516.69 feet) to the point of beginning.

Contains: 167.12+/- acres

VILLAGE 3 (PARCEL 36-B)

A portion of the NE1/4 and the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2001 Utah County monument marking the Northeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S0°36'01"W along the Section line 2,698.21 feet to a 1971 Utah County monument marking the East ¼ Corner of said Section 36; thence S0°36'01"W along the Section line 2,640.39 feet to a 1913 GLO monument marking the Southeast Corner of said Section 36, said corner also being on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N1°02'41"W 468.20 feet; thence along the arc of a 2,103.00 foot radius curve to the left 2,220.67 feet through a central angle of 60°30'06" (chord: N31°17'44"W 2,118.93 feet); thence N61°32'47"W 447.25 feet to the southeasterly corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail C2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northwesterly along the arc of a 216.85 foot radius non-tangent curve (radius bears: N65°46'55"W) 308.63 feet through a central angle of 81°32'47" (chord: N16°33'18"W 283.23 feet) to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N28°27'09"E 1,522.91 feet; thence along the arc of a 1000.00 foot radius curve to the left 302.03 feet through a central angle of 17°18'19" (chord: N19°48'00"E 300.89 feet); thence N11°08'50"E 975.50 feet to the north line of said Section 36; thence S89°36'58"E along the Section line 623.01 feet to the point of beginning.

Contains: 90.26+/- acres

Exhibit "A" (continued)

VILLAGE 4 (ALL OF PARCEL 1-C & PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 3 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County located N89°22'22"W along the Section line 100.06 feet from a 1913 GLO monument marking the Northeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence along said Parcel 3 & Parcel 2 of said Exhibit B the following 3 (three) courses and distances: S0°18'26"W 1,937.28 feet; thence along the arc of a 1,543.83 foot radius curve to the right 819.70 feet through a central angle of 30°25'17" (chord: S15°31'05"W 810.11 feet); thence S30°43'43"W 2,249.70 feet to the south line of said Section 1; thence N89°30'11"W along the Section line 731.62 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 2,257.61 feet; thence East 780.42 feet; thence North 2,402.25 feet to the Section line; thence S89°22'22"E along the Section line 1,328.04 feet to the point of beginning.

Contains: 145.25+/- acres

PARCEL 1-C: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Southeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence N89°30'11"W along the Section line 1,347.75 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 & Parcel 1 of said Exhibit B the following 2 (two) courses and distances: N30°43'43"E 2,197.26 feet; thence along the arc of a 1,723.83 foot radius non-tangent curve (radius bears: N56°39'47"W) 605.16 feet through a central angle of 20°06'50" (chord: N23°16'48"E 602.06 feet) to the east line of said Section 1; thence S0°18'12"W along the Section line 2,453.52 feet to the point of beginning.

Contains: 35.74+/- acres

PORTION OF PARCEL 1-A: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northwest Corner of that Real Property described in Deed Entry No. 18900:2017 of the Official Records of Utah County, located N00°27'00"E along the ¼ Section line 1,337.61 feet from the South 1/4 Corner of Section 1, T6S, R2W, SLB&M; thence N0°27'00"E along the 1/4 Section line 918.83 feet; thence East 381.86 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S0°00'12"E along said Right-of-Way 919.45 feet to the northerly line of said Deed Entry No. 18900:2017; thence N89°27'44"W along said deed 389.12 feet to the point of beginning.

Contains: 8.12+/- acres

Exhibit "A" (continued)

VILLAGE 5 (PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°22'22"E along the Section line 244.89 feet; thence South 2,402.25 feet; thence West 780.42 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 1,246.31 feet to the south line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park C in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence along said Park Parcel the following 4 (four) courses and distances: N89°59'41"E 399.92 feet; thence N0°00'20"W 430.00 feet; thence Southwesterly along the arc of a 1,616.71 foot radius non-tangent curve (radius bears: N6°53'57"W) 332.40 feet through a central angle of 11°46'48" (chord: S88°59'27"W 331.81 feet); thence N81°14'44"W 43.67 feet to the easterly line of said Sweetwater Road; thence Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S81°44'14"E) 770.18 feet through a central angle of 18°20'55" (chord: N17°26'14"E 766.89 feet) to the north line of said Section 1; thence S89°12'34"E along the Section line 280.88 feet to the point of beginning.

Contains: 37.25+/- acres

PORTION OF PARCEL 1-A: A portion of the NW1/4, NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the southerly line of that Real Property described in Deed Entry No. 19072:2005 of the Official Records of Utah County, located S01°22'27"W along the Section line 1,603.65 feet and East 1,942.99 feet from the Northwest Corner of Section 1, T6S, R2W, SLB&M; thence along said deed the following 3 (three) courses and distances: N89°59'40"E 719.20 feet; thence N00°00'18"W 400.00 feet; thence N89°59'40"E 400.08 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S00°00'12"E along said Right-of-Way line 1,246.32 feet; thence West 381.86 feet to the 1/4 Section line; thence N00°27'05"E along the 1/4 Section line 421.83 feet to the Center 1/4 Corner of said Section 1; thence N89°25'35"W along the 1/4 Section line 740.79 feet; thence N00°00'17"W along the extension of and along said deed 416.97 feet to the point of beginning.

Contains: 18.20 acres+/-

VILLAGE 6 (PORTION OF PARCEL 1-A)

A portion of the NW1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 1, T6S, R2W, S.L.B.& M.; thence S89°25'23"E along the Section line 951.55 feet to a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°17'16"E along the Section line 982.89 feet to the westerly line of MIDVALLEY ROAD Phase

Exhibit "A" (continued)

1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S0°25'39"W along said Plat 84.27 feet; thence S89°34'21"E along said Plat and extension thereof 601.05 feet to the northwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail G in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S41°43'17"W along said Trail parcel 482.17 feet; thence N89°01'19"W 1,242.21 feet along the extension of, and along the northerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park A in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S1°14'03"W along said Park Parcel 1,449.26 feet to the southwesterly line of said Pony Express Trail G Parcel; thence S3°01'08"W along said Trail Parcel 66.85 feet; thence S89°18'12"E 967.57 feet along said Trail Parcel and along the southerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park B in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S0°00'17"E 43.48 feet to the 1/4 Section line; thence N89°25'34"W along the ¼ Section line 1,952.67 feet to a 1990 Utah County monument marking the West ¼ Corner of said Section 1; thence N1°22'28"E along the Section line 2,001.17 feet to the point of beginning.

Contains: 59.53+/- acres

VILLAGE 7 (PARCELS 12-A, 12-B AND 12-C):

PARCEL 12-A: A portion of the NW1/4 and the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°21'52"E along the Section line 2,685.10 feet to a 1958 Utah County monument marking the North ¼ Corner of said Section 12; thence S89°30'11"E along the Section line 399.70 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S0°00'12"E along said road 1,404.25 feet to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of the NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 409.41 feet to the southeast corner of the N1/2 of the NW1/4 of said Section; thence S88°46'11"W along the 40 acre (1/16th Section) line 2,736.06 feet to the west line of Section 12; thence N2°17'03"E along the Section line 1,506.48 feet to the point of beginning.

Contains: 103.99+/- acres

PARCEL 12-B: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County located S89°30'11"E along the Section line 489.70 feet from a 1958 Utah County monument marking the North ¼ Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°30'11"E along the Section line 731.62 feet to the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 of said Exhibit B the following 4 (four) courses and distances: S30°43'43"W 1,000.19 feet; thence along the arc of a 555.00 foot radius curve to the right 188.22

Exhibit "A" (continued)

feet through a central angle of 19°25'50" (chord: S40°26'38"W 187.32 feet); thence S50°09'33"W 84.57 feet; thence along the arc of a 345.00 foot radius curve to the left 47.12 feet through a central angle of 7°49'29" (chord: S46°14'48"W 47.08 feet) to the easterly line of said Sweetwater Road; thence N0°00'12"W along said road 1,095.40 feet to the point of beginning.

Contains: 10.09+/- acres

PARCEL 12-C: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 of the NE1/4 of Section 12, T6S, R2W, S.L.B.& M. located N89°30'11"W along the Section line 1,336.62 feet from a 1958 Utah County monument marking the Northeast Corner of said Section 12; thence S0°25'35"W 1,375.70 feet along the east line of said NW1/4 of the NE1/4 to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of said NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 836.77 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 73.71 feet to a point on the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Bypass Road Parcel 2 the following 4 (four) courses and distances: Northeasterly along the arc of a 255.00 foot radius non-tangent curve (radius bears: N89°59'55"E) 223.26 feet through a central angle of 50°09'54" (chord: N25°04'52"E 216.20 feet); thence N50°09'33"E 84.57 feet; thence along the arc of a 645.00 foot radius curve to the left 218.74 feet through a central angle of 19°25'50" (chord: N40°26'38"E 217.69 feet); thence N30°43'46"E 1,052.65 feet to the north line of said Section; thence S89°30'11"E along the Section line 11.12 feet to the point of beginning.

Contains: 13.81+/- acres

VILLAGE 8 (PARCELS 36-C AND 36-D):

PARCEL 36-C: A portion of the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located N88°59'18"W along the Section line 206.14 feet from a 1913 GLO monument marking the Southeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N88°59'18"W along the Section line 749.99 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 1 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 1 and along Parcel 2 of said Exhibit B of said deed the following 3 (three) courses and distances: N0°18'26"E 638.43 feet; thence along the arc of a 1,194.67 foot radius curve to the left 1,374.04 feet through a central angle of 65°53'55" (chord: N32°38'31"W 1,299.55 feet); thence N65°29'30"W 421.12 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Northeasterly along the arc of a 455.00 foot radius non-tangent curve (radius bears: S65°17'44"E) 29.76 feet through a central angle of 3°44'53" (chord: N26°34'42"E 29.76 feet); thence N28°27'09"E 317.98 feet to the southwesterly corner of that

Exhibit "A" (continued)

Real Property conveyed to Eagle Mountain City described as Pony Express Trail D2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northeasterly along the arc of a 221.37 foot radius non-tangent curve (radius bears: N23°13'44"E) 306.85 feet through a central angle of 79°25'10" (chord: N73°31'09"E 282.87 feet) to the southwesterly line of said Airport Road; thence along said roadway the following 3 (three) courses and distances: S61°32'47"E 447.30 feet; thence along the arc of a 1,897.00 foot radius curve to the right 2,003.14 feet through a central angle of 60°30'06" (chord: S31°17'44"E 1,911.37 feet); thence S1°02'41"E 460.79 feet to the point of beginning.

Contains: 39.04+/- acres

PARCEL 36-D: A portion of the SE1/4 and the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N89°12'34"W along the Section line 280.88 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 4 (four) courses and distances: Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S63°23'19"E) 28.20 feet through a central angle of 0°40'18" (chord: N26°56'50"E 28.19 feet); thence N27°16'59"E 1,067.90 feet; thence along the arc of a 545.00 foot radius curve to the left 26.39 feet through a central angle of 2°46'26" (chord: N25°53'46"E 26.38 feet); thence N24°30'33"E 884.25 feet to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 and along Parcel 1 of said Exhibit B of said deed the following 3 (three) courses and distances: S65°29'35"E 421.11 feet; thence along the arc of a 1,014.67 foot radius curve to the right 1,165.25 feet through a central angle of 65°47'56" (chord: S32°35'32"E 1,102.27 feet); thence S0°18'26"W 720.28 feet to the south line of said Section 36; thence N89°22'22"W along the Section line 1,572.93 feet to the point of beginning.

Contains: 51.84+/- acres

The Overland parcels contain 974.14+/- acres

Pony Express parcel

THE EAST 1/ 2 OF THE SOUTHWEST 1/4 AND THE WEST 1/ 2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING BEING N89°33'04"W BETWEEN THE MONUMENTS LOCATED AT THE SOUTHEAST CORNER AND THE SOUTH 1/ 4 CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASED ON THE UTAH STATE PLANE COORDINATE SYSTEM, NAD83. CONTAINS 151.00 ACRES, MORE OR LESS. *LESS AND EXCEPTING THE FOLLOWING PARCEL OF LAND THAT WAS DEEDED TO EAGLE MOUNTAIN CITY FOR USE AS*

Exhibit "A" (continued)

PUBLIC SPACE (PONY EXPRESS TRAIL PARK): BEGINNING AT A POINT S00°20'56"E 2911.14 FEET AND S89°39'04"W 158.94 FEET FROM THE NORTH 1/ 4 CORNER OF SECTION 11, T6S, R2W, SLB&M. BASIS OF BEARING BEING: S89°39'04"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/ 4 CORNER OF SAID SECTION 11. THENCE S36°42'15"W 1810.28 FEET; THENCE N00°05'38"W 476.33 FEET; THENCE N36° 42'15"E 1243.06 FEET; THENCE S86°22'06"E 340.48 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

The Pony Express parcel contains 141.00 +/- acres

The Property contains 1,115.14+/- acres

Exhibit "A" (continued)

General Depiction of Property:

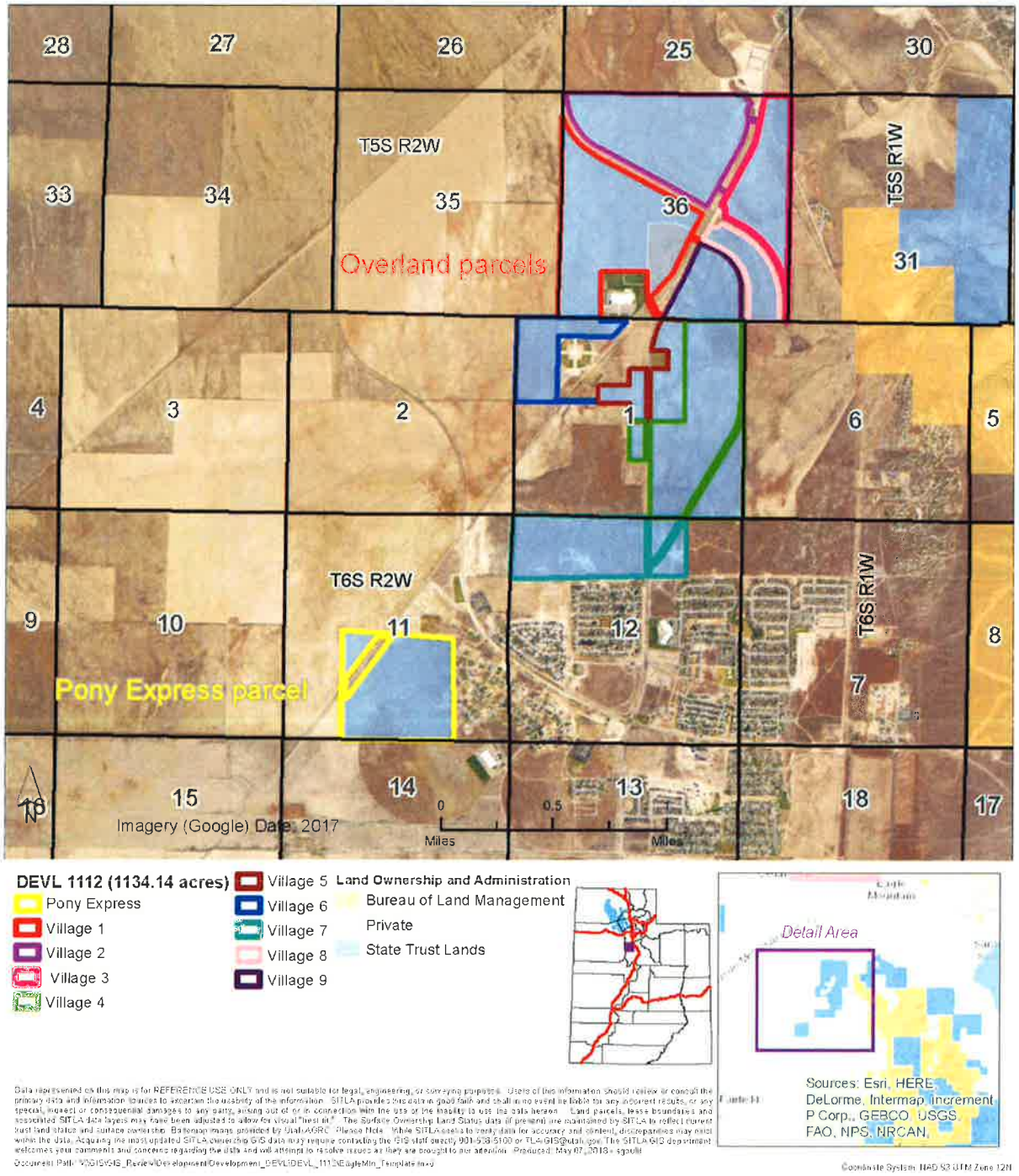


Exhibit "B"

Master Plan

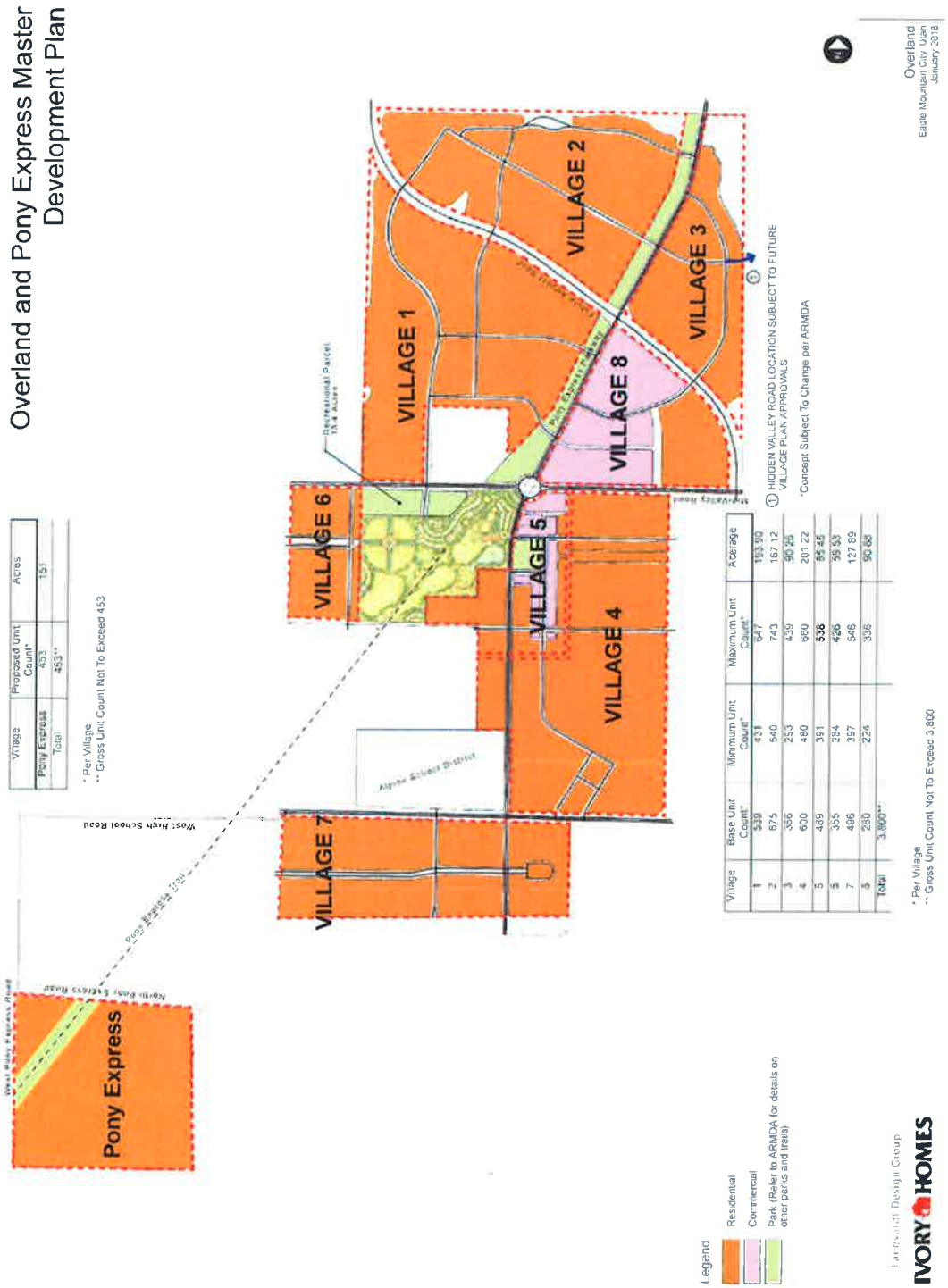


Exhibit "C"

City's Vested Laws

[not attached to recorded version]

Exhibit "D"

Reimbursable Improvements

Impact Fee Reimbursements	Paid thru FY2017	Remaining to be paid to Owner	Total
Excess Capacity - 12" Water Line	$ 206,458.16	$ 217,460.84	$ 423,919.00
Excess Capacity - Airport Rd ROW	$ 107,719.64	$ 125,949.36	$ 233,669.00
Parks	$ 623,948.12	$ 476,051.88	$ 1,100,000.00
Sweetwater Rd - Construction Ph 1	$ 872,332.51	$ 430,759.49	$ 1,303,092.00
Sweetwater Rd - Initial ROW	$ 30,000.00	$ 30,000.00 (A)	$ 60,000.00
Water System Improvements	$ -	$ 750,000.00 (B)	$ 750,000.00
TOTAL	**$ 1,840,458.43**	**$ 2,030,221.57**	**$ 3,870,680.00**

Notes

(A) City-Owner agreement dated Aug. 15, 1999: DEVL 634 - Paragraph 1 (ROW value is $60,000; developer paid $30,000 in 1999).

(B) City-Owner Master Development Agreement dated Oct. 7, 2003: DEVL 703 - Paragraph IX on water system improvements; City-Owner Election of Reimbursement Agreement dated Jul. 9, 2008 for reimbursement of $750,000 advanced funds; and City-Owner Release of Funds letter dated Aug. 4, 2010.

Exhibit "E"

Parks and Open Space Examples

LARGE PARK EXAMPLES

Bellevue Park *(Draper City)*



Ivory Ridge Park *(Lehi City)*



Exhibit "E" (continued)

MEDIUM PARK EXAMPLES

Monterey Estates Park *(Syracuse City)*



Colony Pointe Park *(Lehi City)*



Exhibit "E" (continued)

SMALL PARK EXAMPLES

Cranberry Farms Park *(Lehi City)*



Tuscan Estates Park *(South Ogden City)*

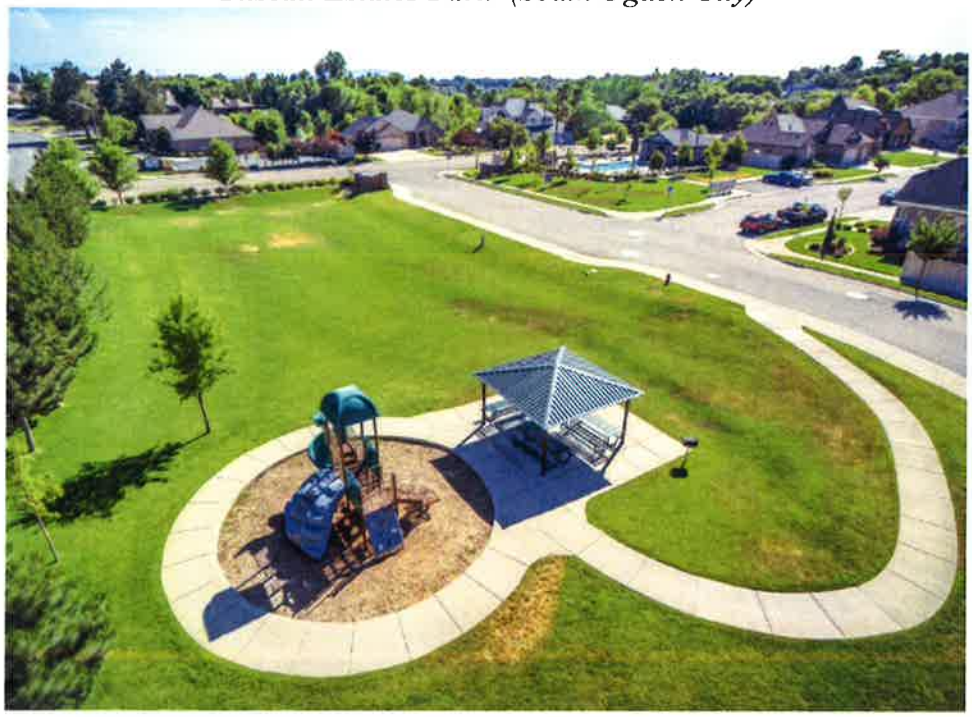


Exhibit "F"

Village 1 Parks, Open Space, Trails, and Amenities Master Plan



Exhibit "G"

Sample Owner's Dedication Language for Plats

OWNER'S DEDICATION

KNOW ALL MEN by these presents that the State of Utah, acting through the School and Institutional Trust Lands Administration, for good and valuable consideration received, does hereby dedicate and convey to Eagle Mountain City, a political subdivision of the State of Utah, for perpetual use of the public, those parcels of land designated herein as _____, as shown on this plat, and to each public utility providing utility services, non-exclusive easements over, on, under, and across the utility easements as shown or referenced on this plat. [Add use restrictions, as applicable.]

Excepting and reserving to the State of Utah all coal, oil and gas, and other mineral deposits in the dedicated lands.

In witness hereof we hereunto set our hands this ____ day of _____ 20____.

STATE OF UTAH

THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

_____

_____, Director

APPROVED AS TO FORM

_____

_____, Utah Attorney General

_____ My commission expires:

_____ Notary Public
Residing in: _____

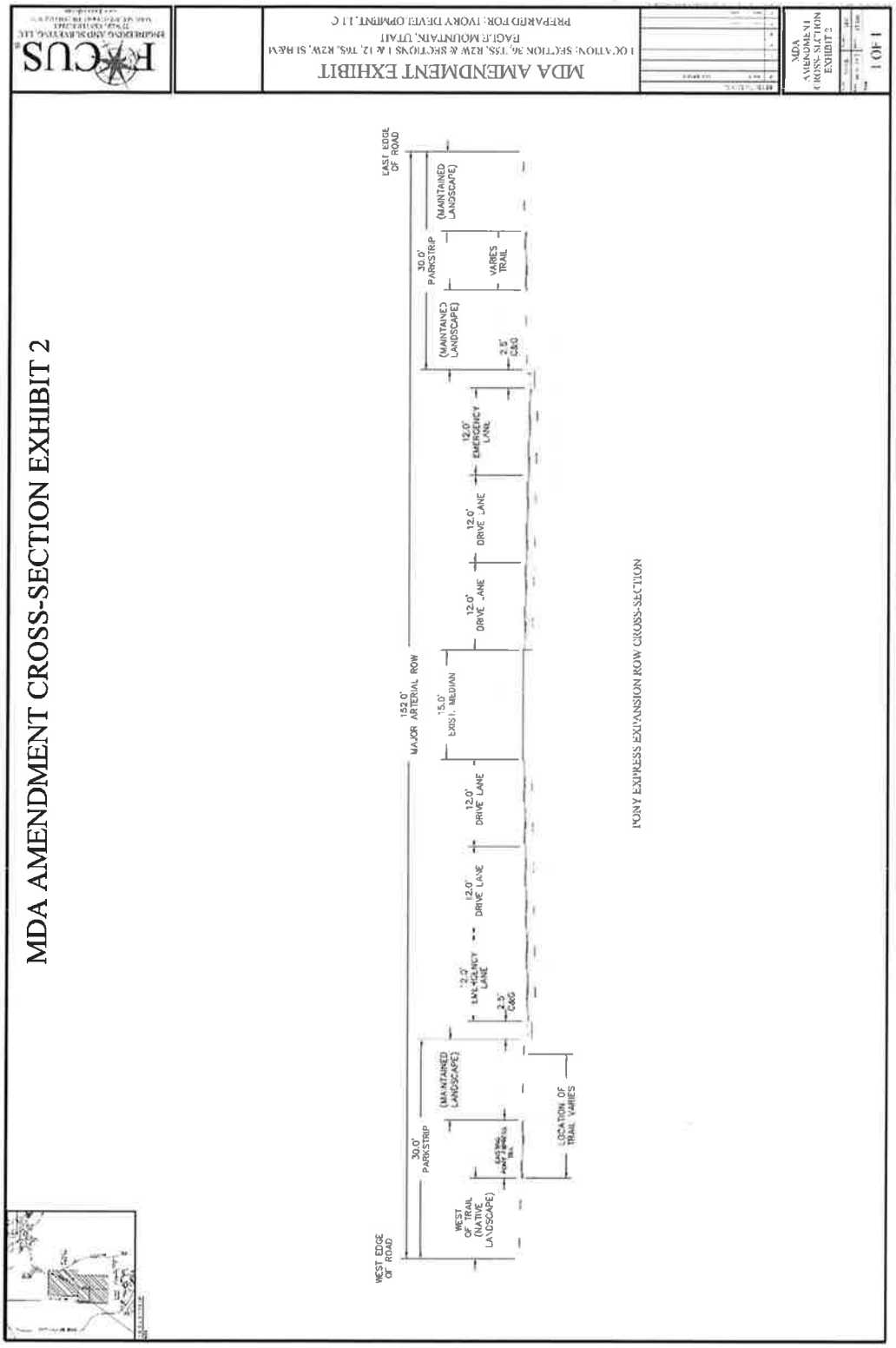
Exhibit "H"

Trails Plan



Exhibit "I"

Cross-Section of Expansion of Pony Express Parkway



FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

This First Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel ("First Amendment") is entered into this ____ day of August, 2019 ("Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, ("Ivory") a Utah limited partnership, sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS The Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 ("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;

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. Timing for Construction of Amenities. Section 11.3.1 of the Agreement shall be amended and restates as follows:

> A Club Ivory and an approximately 4-acre park in Village 1 will begin construction by December 15, 2019 and will be completed prior to the earlier of the recording of a plat containing the 350th Building Permit or June 30th, 2020;

3. Trees. A Section 12.9 shall be added to the Agreement and shall state as follows:

> Ivory shall work with Eagle Mountain City Parks Department to pay for and install one hundred (100) trees in the Pony Express median from Lake Mountain Road to Bobby Wren Blvd. The trees shall be installed by November 30, 2019.

4. 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.

5. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this First Amendment shall remain in full force and effect.

6. 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.

[*signatures on following page(s)*]

MASTER DEVELOPER
Ivory Homes, Ltd.

_____

By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of May, 2018, personally appeared before me _____, the _____of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

_____
NOTARY PUBLIC
Residing at: _____

CITY
EAGLE MOUNTAIN CITY

_____

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality: Attest:

_____ _____

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____day of May, 2018, 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

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

_____

By: David Ure
Its: Director

Approved as to Form:

_____

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On ___ the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

_____

NOTARY PUBLIC
Residing at: _____

SECOND AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

This Second Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel ("First Amendment") is entered into this ____ day of November, 2020 ("Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, ("Ivory") a Utah limited partnership, sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS The Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 ("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 Second Amendment and desire to enter into this Second Amendment to modify and add certain terms to the 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. Timing for Village 1 Construction of Parks and Amenities. Section 11.3.1, 11.3.2, and 11.3.4 of the Agreement shall be amended and restated as follows:

11.3.1 The Overland Clubhouse (Club Ivory) building will be completed by December 31, 2020. The pool and associated park and landscape improvements will be substantially completed by May 30, 2021;

11.3.2 An approximately 2-acre park will be constructed in Village 1 (Phase C), and shall be substantially complete by June 30, 2021;

11.3.3 An additional approximately 2-acre park or community amenity will be substantially complete in Village 1 (Phase D) by May 30, 2022;

11.3.4 Developer will ~~deed property~~ convey an easement to City to accommodate the need for a retention pond at the corner of Pony Express Parkway and Bobby Wren Boulevard, which is necessary due to planned widening of Pony Express Parkway to a five-lane cross-section. This transaction will occur in a timely manner so as to not delay the widening project. See Exhibit A for a possible retention pond location.

11.3.5 Developer will deed property along the east side of Pony Express Parkway (small portion of parcel 59:033:0027) to City directly east of the southern parking lot entrance to Cory Wride Memorial Park to line up the intersection to improve safety. This transaction will occur in a timely manner so as to resolve safety concerns as soon as possible. See Exhibit B for the road widening plans in this area.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this Second Amendment with the terms and conditions of the Agreement, the terms and conditions of this Second Amendment shall be binding and govern the conduct of the parties.

4. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this Second Amendment shall remain in full force and effect.

5. Counterparts. This Second 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.

[*signatures on following page(s)*]

MASTER DEVELOPER
Ivory Homes, Ltd.

_____
By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of November, 2020 personally appeared before me _____ _____, the _____of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

_____
NOTARY PUBLIC
Residing at: _____

CITY
EAGLE MOUNTAIN CITY

_____

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality: Attest:

_____ _____

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____day of November, 2020, 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

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

_____
By: David Ure
Its: Director

Approved as to Form:

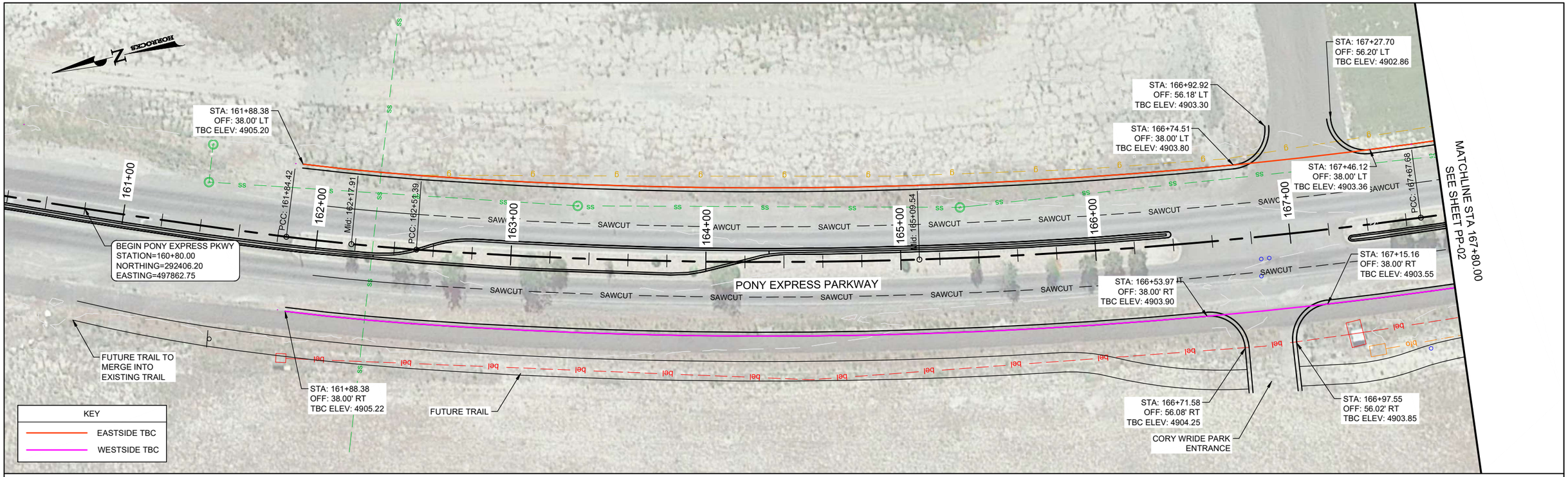
_____
Special Assistant Attorney General

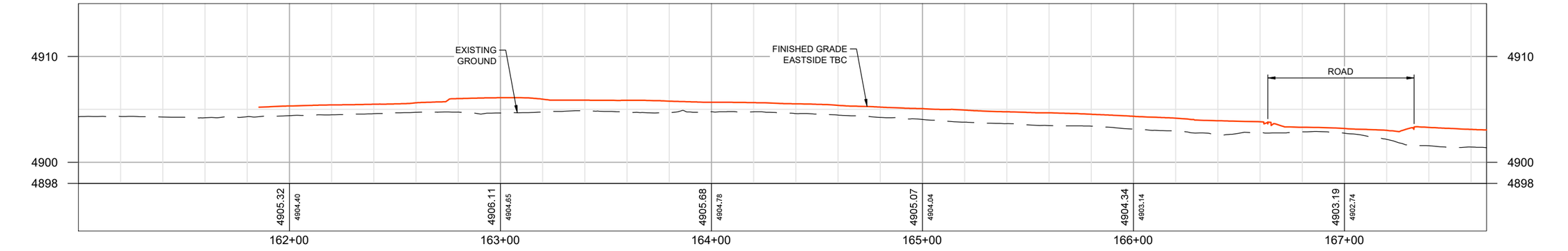
OWNER ACKNOWLEDGMENT

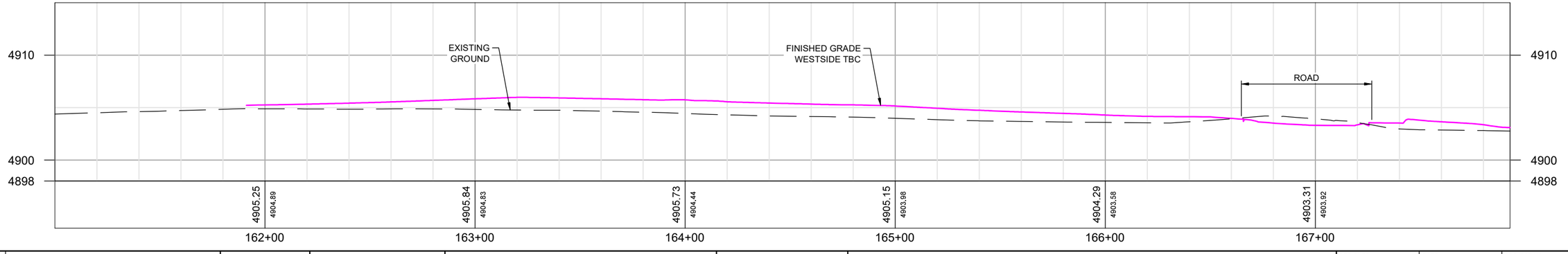
STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On ___ the day of November, 2020, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

_____
NOTARY PUBLIC
Residing at: _____







REV	DATE	BY	DESCRIPTION
			REVISIONS

SCALE
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS ENGINEERS

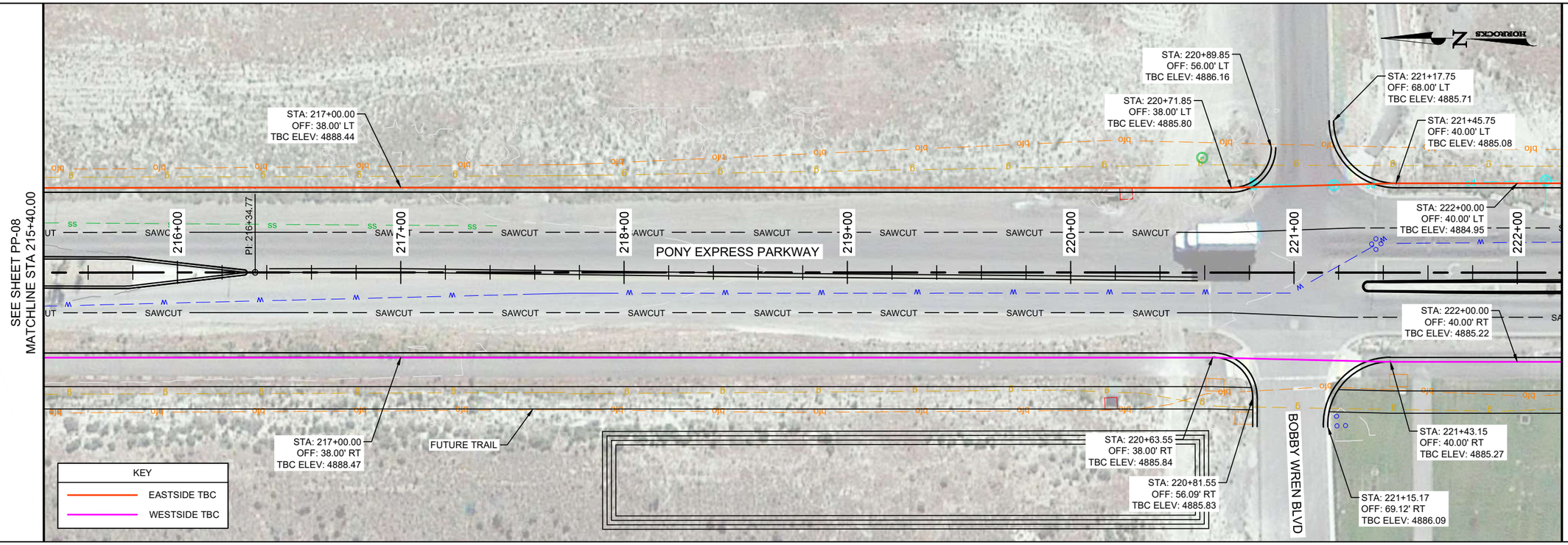
2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

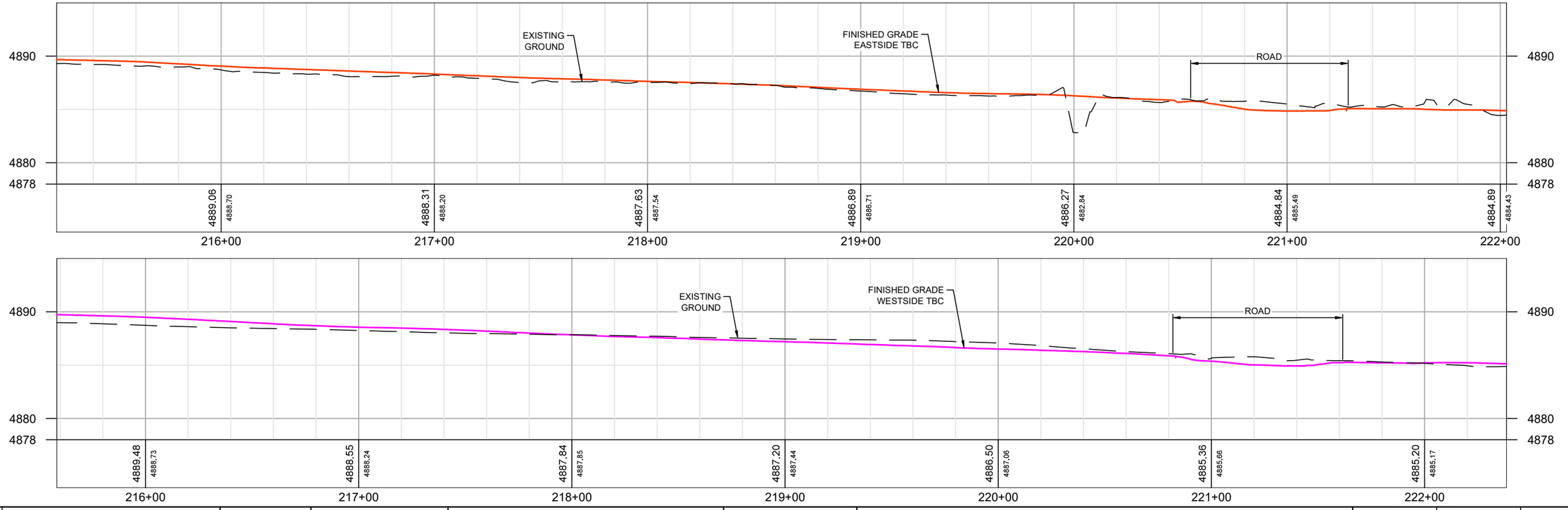
PONY EXPRESS IMPROVEMENTS - PHASES 5 & 6

ROADWAY PLAN AND PROFILE

DESIGNED ---	DATE 06/2020	PROJECT NO. UT-2217-2001
DRAWN LAJ	DATE 06/2020	SHEET NO. 6 OF 32
CHECKED ---	DATE 06/2020	DRAWING NO. PP-01

Q:\2020\UT-2217-2001 Pony Express Phase 5 & 6\Project DataSheet_Files\CAD\UT-2217-2001_PE_ROADWAY PP.dwg - PP-01 - 7/2/2020 4:40 PM - lisaj





REV	DATE	BY	DESCRIPTION

REVISIONS

SCALE
HORIZONTAL 1" = 50'
VERTICAL N/A

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

PONY EXPRESS IMPROVEMENTS - PHASES 5 & 6

ROADWAY PLAN AND PROFILE

DESIGNED ####	DATE ####	PROJECT NO. UT-2217-2001
DRAWN ####	DATE ####	SHEET NO. 14 OF 32
CHECKED ####	DATE ####	DRAWING NO. PP-09

q:\2020\ut-2217-2001 pony express phase 5 & 6\project data\sheet_files\CAD\UT-2217-2001_PE_ROADWAY PP.dwg - PP-09 - 7/2/2020 4:19 PM - lisaj

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**
TITLE:	VILLAGE CONCEPT PLAN - Overland Village Two
ITEM TYPE:	Village Concept Plan
FISCAL IMPACT:	
APPLICANT:	Ivory Development (Bryon Prince)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Neighborhood Residential 1 (NR1)	Overland MDP - Residential	Approx. 166 Acres	Overland (General Plan - Town Center)

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford

RECOMMENDATION:

BACKGROUND:
The Planning Commission reviewed this item on April 14th and 28th, where it was ultimately given a recommendation of approval to the City Council with a number of conditions (see the attached April 28, 2020 PC meeting minutes). The applicant then placed the application on hold in order to reevaluate and modify the proposal. It has now been updated to more accurately reflect the applicant's plans for this village, and the Planning Commission reviewed it on October 13, giving it a recommendation of approval with conditions.

The Overland Master Development Agreement (Section 6.4) requires the review and approval of a village concept plan for each village prior to approving other development applications within the village. It states, "Master Developer shall present to the Planning Commission and City Council a Village Concept Plan, and a traffic study based on the Village Concept Plan, before submitting any Development Application for any such Village. Each Village Concept Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Village will be located, the location and size of parks and trail improvements, the location of roads and infrastructure improvements, and any potential locations for schools, churches, or other civic or community uses."

The Overland Master Development Plan (MDP) designates Village 2 with a minimum unit count of 540 units/lots and a maximum count of 743. The proposed Village 2 concept plan includes 692 lots/units, and includes a mix of lot sizes and housing types. The various lots are categorized as townhomes, active adult, small, medium, and large. An approximate percentage breakdown of the lot sizes is as follows:
- 32% Townhomes
- 5.5% Active Adult (Gardens)
- 21% Small Lots (Cottage)
- 29% Medium Lots (Collection 60 & 68)
- 13% Large Lots (Estates & Homesteads)

The proposed village plan also includes a 10-acre elementary school site, already owned by the Alpine School District.

NOTE: This village concept plan is conceptual and subject to change. It is a preliminary plan meant to show the development plans and possibilities of the project. Increases in lot sizes, reductions in units, minor changes to road and lot configurations, changes from townhomes to cluster lots or other lots, and minor changes to trail locations and park locations are not considered major changes and would not require an amendment to this village concept plan. These changes can be proposed/made at the preliminary plat stage.

ITEMS FOR CONSIDERATION:
ITEMS TO CONSIDER:

Parks/Trails
- The MDA requires a medium park to be improved in Village 2. The park examples document with the MDA showed a 3-acre and a 5-acre park as medium park examples. This plan contains a 3-acre park and several smaller park areas scattered throughout the development, along with a 1.51-acre undefined “private amenity” area. The park has been located in a more centralized location than previously proposed. The planned trail system is also an improvement over the original plan, and provides good access throughout the development and to neighboring properties. The trails

plan should be modified to make sure the red line that indicates trails includes the 12-foot concrete trails along the roadways as well.

Roads

- The north-south road in the middle of the development has been widened from the original proposal to include some additional asphalt (3 additional feet) and a 12-foot trail on one side. This road connects to the north, potentially bringing traffic from Oquirrh Mountain, Lone Tree, and future development through this project, in front of all of the homes that front along this street. Page 9 of the traffic impact study states "The proposed internal roadway network for the Overland Village 2 is designed to provide an efficient flow of traffic throughout the development also providing safe ingress and egress to the existing roadway network. There are collector roads that are designed within Village 2 that will connect to Village 1 and other villages throughout the entire Overland Development." Although the TIS states that collector roads are provided, these road designs do not fully provide for an increased capacity for vehicles. For the safety of the residents along this road and the benefit of the overall transportation system we recommend that this road be upgraded to a minor collector road and that no lots have direct driveway access onto this road. However, considering that the Master Development Plan does not include a collector road in this location (the City's previous master transportation plan did not include a collector road here), we are willing to recommend instead that the developer provide additional asphalt on the road to provide a sort of collector road similar to Lone Tree Parkway or Golden Eagle Road (not a full 77-foot ROW, but at least 35 feet of asphalt, also similar to the road that is being improved in Brandon Park Estates). If 35 feet cannot be accommodated, then we recommend parking restrictions along the length of the roadway. We also recommend that direct driveway access be limited as much as possible, or that the lots along the roadway be larger to accommodate circular driveways.
- Without a deceleration lane along Pony Express Parkway, we anticipate potential traffic issues near the elementary school.
- We are concerned with all of the village traffic being directed to two intersections along Pony Express Parkway. We recommend that traffic study updates are necessary at intervals determined by the City Engineer in order to ensure appropriate development of Airport Road.

Accesses & Connectivity

- Several of the private road accesses and/or public intersections appear to be too close to each other or not be aligned, creating a potentially unsafe situation. These should be resolved with the preliminary plats.

EMMC 16.30.090C1a requires connectivity to be provided to adjacent properties where possible. Several connections are included to adjacent properties. A connection to the Oquirrh Mountain Ranch project to the north would also improve connectivity. The owner/developer of that project is redesigning the project, making this a good time for the developers to work together to improve connectivity.

REQUIRED FINDINGS:

The Overland Master Development Agreement (MDA) is to be used in considering approval of this application. The Commission may make recommendations and changes based upon legitimate and quality planning principles and other criteria specified in the "Items for Consideration" section of this report and Section 6.4 of the Overland MDA.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On October 13, 2020, the Planning Commission reviewed this application and ultimately voted to recommend approval (4-0, 1 absent) to the City Council of the Village Concept Plan for Overland Village 2 with the following conditions:

1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;

2. The applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration / turn lane;

3. The applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road;

4. Accesses / intersections shall be adjusted to be aligned or

separated sufficiently according to the City's standards;

5. The applicant shall include a raised crosswalk where the trail crosses the north-south collector road in the middle of the project;

6. The applicant shall work with Alpine School District to utilize all of the streets surrounding the proposed elementary school for student drop off and pick up routes to mitigate traffic congestion and unsafe conditions;

7. The applicant shall continue the collector road fencing along the two lots on the northeast corner of the project close to the Overland monument sign.

ATTACHMENTS:

Proposed Overland Village 2 Concept & Trails Plan
Overland Village 2 Traffic Study
Overland MDP Map & Master Trails Map
10.13.2020 Planning Commission Minutes
Overland MDA

ALLEY LOADED TOWNHOMES

63' ROW ROADWAY

OPEN SPACE CONNECTOR TO ADJACENT PARCEL

PRIVATE AMENITY 1.51 AC

CITY PARK 3.26 AC

PARK

PARK

PARK

THEMED ENTRY

OPEN SPACE CONNECTOR TO AIRPORT ROAD TRAIL

OPEN SPACE CONNECTOR TO PONY EXPRESS TRAIL

ELEMENTARY SCHOOL 10.00 AC

63' ROW ROADWAY WITH 12' TRAIL

AIRPORT ROAD

PONY EXPRESS PARKWAY

THEMED ENTRY (TYPICAL)

OPEN SPACE CONNECTOR TO AIRPORT ROAD TRAIL AND ELEMENTARY SCHOOL

PLAN IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE. THIS A PRELIMINARY PLAN MEANT TO SHOW THE DEVELOPMENT POSSIBILITIES OF THE PROJECT. DESIGN HAS NOT BEEN FINALIZED AND CHANGES TO LOT SIZES, LOT LAYOUT, STREET LAYOUT, PARK/TRAIL LOCATIONS ETC. MAY BE PROPOSED AT PRELIMINARY PLAT.

PRODUCT	TYPE	UNIT COUNT
HOMESTEADS	LARGE	23
ESTATE	LARGE	65
COLLECTION 60	MEDIUM	100
COLLECTION 68	MEDIUM	96
COTTAGE	SMALL	86
COTTAGE (ALLEY LOAD)	SMALL	61
GARDENS	ACTIVE ADULT	39
TOWNHOMES	MULTI-FAMILY	222
	TOTAL	692

N

0 50 100 200 300

SCALE: 1"=100'

OVERLAND - VILLAGE 2

MASTER PLAN

MAP DATE: OCTOBER 8, 2020

ALLEY LOADED TOWNHOMES

63' ROW ROADWAY

OPEN SPACE CONNECTOR TO ADJACENT PARCEL

PRIVATE AMENITY 1.51 AC

CITY PARK 3.26 AC

PARK

PARK

PARK

THEMED ENTRY

OPEN SPACE CONNECTOR TO AIRPORT ROAD TRAIL

OPEN SPACE CONNECTOR TO PONY EXPRESS TRAIL

ELEMENTARY SCHOOL 10.00 AC

63' ROW ROADWAY WITH 12' TRAIL

AIRPORT ROAD

PONY EXPRESS PARKWAY

THEMED ENTRY (TYPICAL)

OPEN SPACE CONNECTOR TO AIRPORT ROAD TRAIL AND ELEMENTARY SCHOOL

PLAN IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE. THIS A PRELIMINARY PLAN MEANT TO SHOW THE DEVELOPMENT POSSIBILITIES OF THE PROJECT. DESIGN HAS NOT BEEN FINALIZED AND CHANGES TO LOT SIZES, LOT LAYOUT, STREET LAYOUT, PARK/TRAIL LOCATIONS ETC. MAY BE PROPOSED AT PRELIMINARY PLAT.

PRODUCT	TYPE	UNIT COUNT
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COTTAGE	SMALL	86
COTTAGE (ALLEY LOAD)	SMALL	61
GARDENS	ACTIVE ADULT	39
TOWNHOMES	MULTI-FAMILY	222
	TOTAL	692

MASONRY WALL

12' ASPHALT TRAIL

HOA OPEN SPACE

CITY OWNED OPEN SPACE

N

0 50 100 200 300

SCALE: 1"=100'

OVERLAND - VILLAGE 2

TRAILS AND OPEN SPACE PLAN

MAP DATE: OCTOBER 8, 2020

Overland Village 2 Development

Traffic Impact Study

Prepared For: Ivory Homes

Prepared By:

FOCUS
ENGINEERING & SURVEYING, LLC



February 14th, 2020

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1.0 Executive Summary

1.1 DESCRIPTION OF PROJECT

This report presents the results of a traffic impact analysis for the Overland Village 2 Development, located in Eagle Mountain, Utah. The project site is located west of Pony Express Parkway, and north of the existing Overland Village 1 Development. North of the proposed site is currently vacant land. The proposed parcel of land for the Overland Village 2 Development is also currently vacant land. The closest major intersection is Pony Express Parkway and Mid Valley Road, which is signalized and located to the south of this development. Figure 1 illustrates the Vicinity Map and the location of this development in relation to the adjacent roadway network. Access to the Overland Village 2 Development will initially be serviced from two accesses onto Pony Express Parkway. As development to the west continues and as future development of Airport Road by the City occurs, two future accesses to will intersect the future Airport Road alignment that is planned along the south side of this development. Two accesses are also planned to connect to a future development that is planned to the north of this development.

The proposed Overland Village 2 Development will consist of 501 Single-Family Residential Homes, and 242 Townhomes. For purposes of this study, the analysis will consist of one phase at full build-out of all units. Refer to Figure 2 for the Site Plan of the Overland Village 2 Development and the proposed access locations.

This study projects the traffic associated with the Overland Village 2 Development at full build-out. It should be noted the opening year of operation for this site is anticipated for the end of 2025. The traffic associated with this development is generated using the latest version of the Trip Generation Manuals published by the Institute of Transportation Engineers (ITE). It is anticipated the Overland Village 2 Development will generate 6,500 Average Daily Trips (ADT) with 482 AM peak hour trips and 632 PM peak hour trips on an average weekday.

As growth continues to occur within the Eagle Mountain City limits, the Overland Village 2 Development will be the second of many "Villages" within the overall Overland Development Plan.

1.2 PRINCIPAL FINDINGS AND RECOMMENDATIONS

2019 Existing Scenario

Figure 3 illustrates the 2019 Existing AM and PM peak hour traffic volumes that were collected on December 10, 2019 at the Pony Express Parkway and Mid Valley Road intersection.

Using the 2019 Existing traffic volumes and lane configuration, the analysis of the Pony Express Parkway and Mid Valley Road intersection currently functions at a Level of Service (LOS) "A" overall in both the AM and PM peak hours. The eastbound movement functions with a LOS "B" in both the AM and PM peak hours. No improvements are needed under the existing conditions as the movements at this intersection function at acceptable levels of service.

2025 Opening Year Scenario

It is assumed 2025 will be the full build-out year of this development. Using projected growth rates from the City's General Plan and from other studies performed in this area, the 2025 Opening Year traffic volumes were generated. These traffic volumes can be found in Figure 4 of this report. Analyzing these traffic volumes with the existing lane configuration and roadway network, the Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "A" in both the AM and PM peak hours. All movements will also continue to function at the same LOS "B" or better, with a minor increase in delay time.

It is anticipated before the 2025 Opening Year, the Overland Village 1 Development, located directly south of the proposed Overland Village 2 Development, will be fully built out. One access is from Sheps Ridge Road and the other from Lowes Peak Drive. These are existing roadways, however at the time the traffic counts were performed, there was

very minimal traffic using these accesses as the development is not fully occupied. For purposes of this study, the projected traffic volumes as found in the "SITLA Village 1 – Traffic Impact Study" were used at these two accesses onto Pony Express Parkway from the Overland Village 1 Development.

It is anticipated the movements at the stop controlled eastbound leg of the Sheps Ridge Road and Pony Express Parkway intersection will function at a LOS "D" or better during the AM and PM peak hours. The eastbound movement at the Lowes Peak Drive and Pony Express Parkway intersection is also anticipated to function at a LOS "D" in the AM and PM peak hours.

No improvements are recommended at these intersections under the 2025 Opening Year conditions. As future roadways are constructed, mainly Airport Road and as Mid Valley Road is extended to the west, additional accesses to the Overland Village 1 Development will be created and traffic patterns will adjust.

2025 Opening Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2025 Opening Year with Project traffic volumes are illustrated in Figure 11. These traffic volumes were analyzed with the existing lane configurations and roadway conditions. The Pony Express Parkway and Mid Valley Road intersection will continue to function at an overall acceptable LOS "A" during the AM and PM peak hours.

The Overland Village 1 Developments two accesses onto Pony Express Parkway from Sheps Ridge Road and Lowes Peak Drive will also continue to function at the same level of service "D" or better as under the 2025 Opening Year scenario.

With the addition of the Overland Village 2 Development, there will be two accesses onto Pony Express Parkway. These are listed as Access #1 and Access #2 in the figures of this report. As development continues to the west within Village 2 and as the City constructs the future alignment of Airport Road, additional accesses will be constructed. With full build-out of Village 2 and only the two accesses onto Pony Express Parkway, the

eastbound movements exiting the proposed site at Access #2 will function at a level of service "E" during both the AM and PM peak hours. The eastbound moment at Access #1 will function at a level of service "F" in the AM and PM peak hours.

It is recommended that Airport Road be constructed as soon as funding is available. By constructing Airport Road and extending Mid Valley Road to the west, additional accesses will be created to both the Overland Village 1 and Village 2 Developments. As these additional accesses are constructed, traffic patterns will adjust and become more evenly distributed (as shown in the 2045 Scenarios), which will improve the level of service at Access #1 and Access #2.

2030 Future Year Scenario

Five years after Opening Year is anticipated to be the year 2030. Using the projected growth rates as outlined in the City's General Plan and the previously performed traffic studies for other developments in this area, Figure 5 illustrates the projected 2030 Future Year traffic volumes. These are the anticipated traffic volumes at the study area intersections, without the addition of the Overland Village 2 Development.

The Pony Express Parkway and Mid Valley Road signalized intersection, with the existing lane configuration, will function at a LOS "B" or better in both the AM and PM peak hours. No improvements are needed. It is recommended as development occurs along Mid Valley Road, the full build-out of the southern half of the road be completed.

As traffic volumes continue to grow along Pony Express Parkway, and without the addition of Airport Road and Mid Valley Road extending to the west, the eastbound legs of the Sheps Ridge Road and Lowe Peak Road intersections with Pony Express Parkway will function at a LOS "E" or better under the AM and PM peak hours. It is recommended Airport Road be constructed to its full build-out and the southern half of Mid Valley Road also be constructed. This will provide additional accesses in and out of the Overland Village 1 Development and reduce the number of vehicles along Pony Express Parkway and at the intersections of Sheps Ridge Road and Lowe Peak Road, improving the LOS.

2030 Future Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2030 Future Year with Project traffic volumes are illustrated in Figure 12. It is assumed the Airport Road and Mid Valley Road improvements will not be implemented by 2030, therefore it is anticipated there will only be Access #1 and Access #2 onto Pony Express Parkway for Village 2. The eastbound movements exiting the development will experience delays and function at LOS "F" under the AM and PM peak hours. It is recommended by 2030, Airport Road be constructed. This will provide two additional accesses in and out of the Overland Village 2 Development which will redistribute the projected traffic volumes from Access #1 and Access #2. This will improve the LOS and decrease the delay time for vehicles exiting the proposed development.

The Sheps Ridge Road and Lowe Peak Road intersections with Pony Express Parkway will also experience delays for the eastbound movements onto Pony Express Parkway. It is also recommended Mid Valley Road be fully constructed as outlined in the City's General Plan. This will also provide additional accesses from the Overland Village 1 Development that will redistribute the traffic and provide better levels of service and reduce the delays.

2045 Future Year Scenario

Using the anticipated PM peak hour traffic volumes as illustrated in the Overland Village 1 Traffic Impact Study that were obtained from the Wasatch Front Regional Council (WFRC)/Mountainlands Association of Governments (MAG) travel demand model, the Future 2045 PM peak hour traffic volumes were forecasted. It should be noted that the AM traffic volumes are not available and it is anticipated the PM peak hour volumes will represent the worst-case scenario for the study area intersections. Using the existing lane configuration and the projected traffic volumes for the 2045 Future Year PM peak hour, the Pony Express Parkway and Mid Valley Road intersection is anticipated to function at an overall LOS "A". No recommendations are needed at this intersection; however, it is assumed the full build-out of Mid Valley Road will be complete by the 2045 Future Year

Scenarios. It is also assumed Mid Valley Road will extend to the east from this intersection, making the intersection a full 4-legged intersection.

It is also assumed by 2045 the Airport Road and Pony Express Parkway intersection will be fully built as per the City's General Plan. It is assumed this will be a signalized 4-legged intersection. Using the projected traffic volumes from previous traffic studies that were performed, it is assumed this intersection will function at an acceptable LOS "C".

If Mid Valley Road is not improved, the Sheps Ridge Road and Lowe Peak Road will continue to experience heavy delays for vehicles exiting the Overland Village 1 Development.

2045 Future Year with Project Scenario

Using the 2045 Future Year traffic volumes, combined with the Overland Village 2 project generated traffic volumes, the 2045 Future Year with Project traffic volumes are generated. These traffic volumes are illustrated in Figure 13. The Pony Express Parkway and Mid Valley Road intersection will function at a LOS "C" under the PM peak hour. Similar to the 2045 Future Year scenario, no additional improvements are needed at this intersection.

Also similar to the 2045 Future Year scenario, with the improvements to Mid Valley Road as outlined in the City's General Plan, this will provide additional accesses to Overland Village 1, which will improve the LOS at the Sheps Ridge Road and Lowes Peak Road intersections with Pony Express Parkway. This will also provide access to an additional north/south route, which will reduce the amount of traffic along Pony Express Road.

The Airport Road and Pony Express Parkway signalized intersection will continue to function at an acceptable LOS "C" or better with the addition of the Overland Village 2 Development. Therefore, no additional improvements are needed at this intersection.

With the addition of Airport Road, two additional accesses to the Overland Village 2 Development will be constructed. This will provide alternate routes for vehicles entering

and exiting the development and reduce the number of vehicles at Access #1 and Access #2, which will improve the LOS. It is recommended as traffic volumes along Pony Express Parkway continue to grow and as additional roadways are constructed, these intersections be monitored. It is anticipated that with a signal at Airport Road and Pony Express Parkway, there will be gaps in the traffic that will allow vehicles to exit Overland Village 2 Development safely, something which is not captured in the analysis for Level of Service.

The proposed internal roadway network of the Overland Village 2 is designed to provide an efficient flow of traffic throughout the development also providing safe ingress and egress to the existing roadway network. There are Collector Roads that are designed within Village 2 that will connect to Village 1 and other Villages throughout the entire Overland Development.

Summary of Recommendations

Recommendations to improve the flow of traffic within this study area are as follows:

- By 2025 and the full build-out of Overland Village 2, it is recommended Airport Road be constructed. This will provide two additional accesses to and from the development that will reduce the amount of traffic trying to exit onto Pony Express Parkway from Access #1 and Access #2.

- By 2025 it is recommended that Mid Valley Road be fully constructed and accesses from Overland Village 1 be constructed. This will allow additional access to and from the site which will reduce the amount of traffic at the Sheps Ridge Road and Lowe Peak Road intersections with Pony Express. The Signalized intersection of Mid Valley Road and Pony Express Parkway will allow gaps in the flow of traffic such that vehicles should be able to exit the development safely.

- With the addition of Airport Road and the full build-out of Mid Valley Road, all intersections should function at acceptable levels of service.

- All accesses to the Overland Village 2 Development along Airport Road should align with the proposed accesses to the existing Overland Village 1 Development.
- Each of the site accesses will be designed and constructed with one receiving lane and one exiting lane that will allow left and right turn movement out of the development. Left turn movements into the development will be made from the existing left turn pockets along Pony Express Parkway and Airport Road. The projected traffic volumes entering and exiting the proposed development along Pony Express Parkway and Airport Road will not warrant separate right turn lanes once all accesses are constructed.

2.0 Introduction

2.1 DEVELOPMENT DESCRIPTION

The proposed Overland Village 2 Subdivision is situated on over 166 acres of vacant land along the west side of Pony Express Parkway, just north of the Overland Village 1 Subdivision and south of the Cedar Valley Airport in Eagle Mountain, Utah. Refer to the Vicinity Map and Site Plan in Figures 1 and 2, respectively. The proposed site will consist of 501 Single-Family Residential Homes and 242 Townhomes. Full build-out of this development is anticipated for the year 2025. This section of Eagle Mountain is primarily agricultural with developments being constructed surrounding the Overland Village 2 proposed development. The Overland Village is a very large Master Planned Development that is currently under construction with the first Village. Future traffic volumes from the study performed for the Overland Village 1 Development were used along the surrounding roadways to analyze the projected future traffic volumes. The City has future plans when funding becomes available to construct Airport Road. It will be a new Arterial Roadway that will run south of the Overland Village 2 Development and connect into Six Mile Cutoff Road near to the Cedar Valley Airport. It is anticipated vehicles traveling north from Eagle Mountain will use this new Airport Road to access SR 73 and then to Redwood Road, Mountain View Corridor and I-15 as this provides a more direct route on higher speed roadways than Pony Express Parkway.

The Overland Village 2 Subdivision is anticipated to generate 6,500 Average Daily Trips (ADT); with 482 AM peak hour trips and 632 PM peak hour trips. As development begins, these trips will access the proposed development by two proposed accesses onto Pony Express Parkway. As the future Airport Road is complete, and development continues to the west, the Overland Village 2 Subdivision will have two additional accesses onto Airport Road. As future development occurs to the north of Overland Village 2, it is also planned that two accesses will connect these two developments. As these additional accesses are constructed, the project trip distribution will change as vehicles find different routes in and out of the overland Village 2 Subdivision.

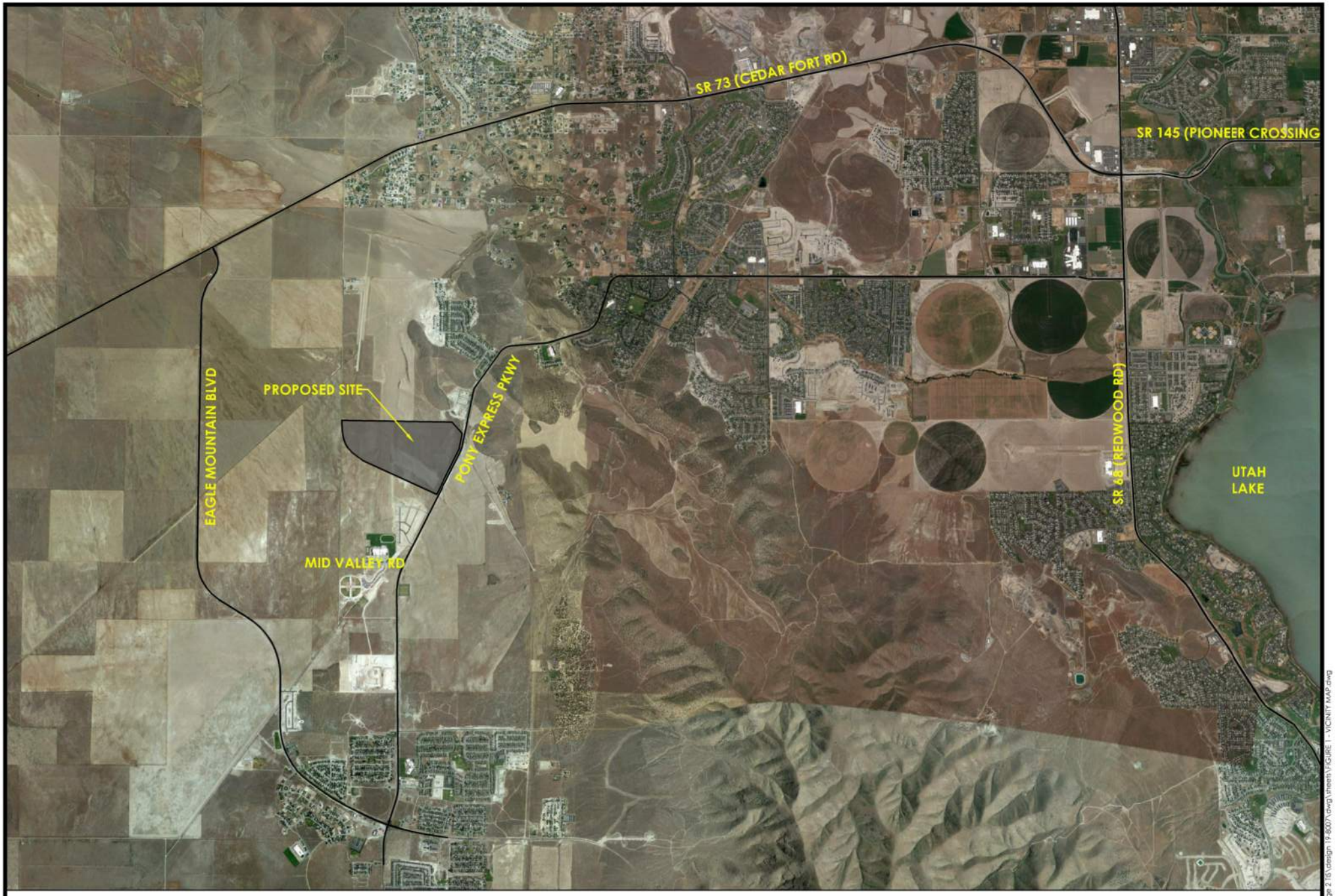

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FIGURE 1 - VICINITY MAP

P:\19-8007 Overland Village 2 TIS\design 19-8007\.dwg\Sheets\FIGURE 1 - VICINITY MAP.dwg

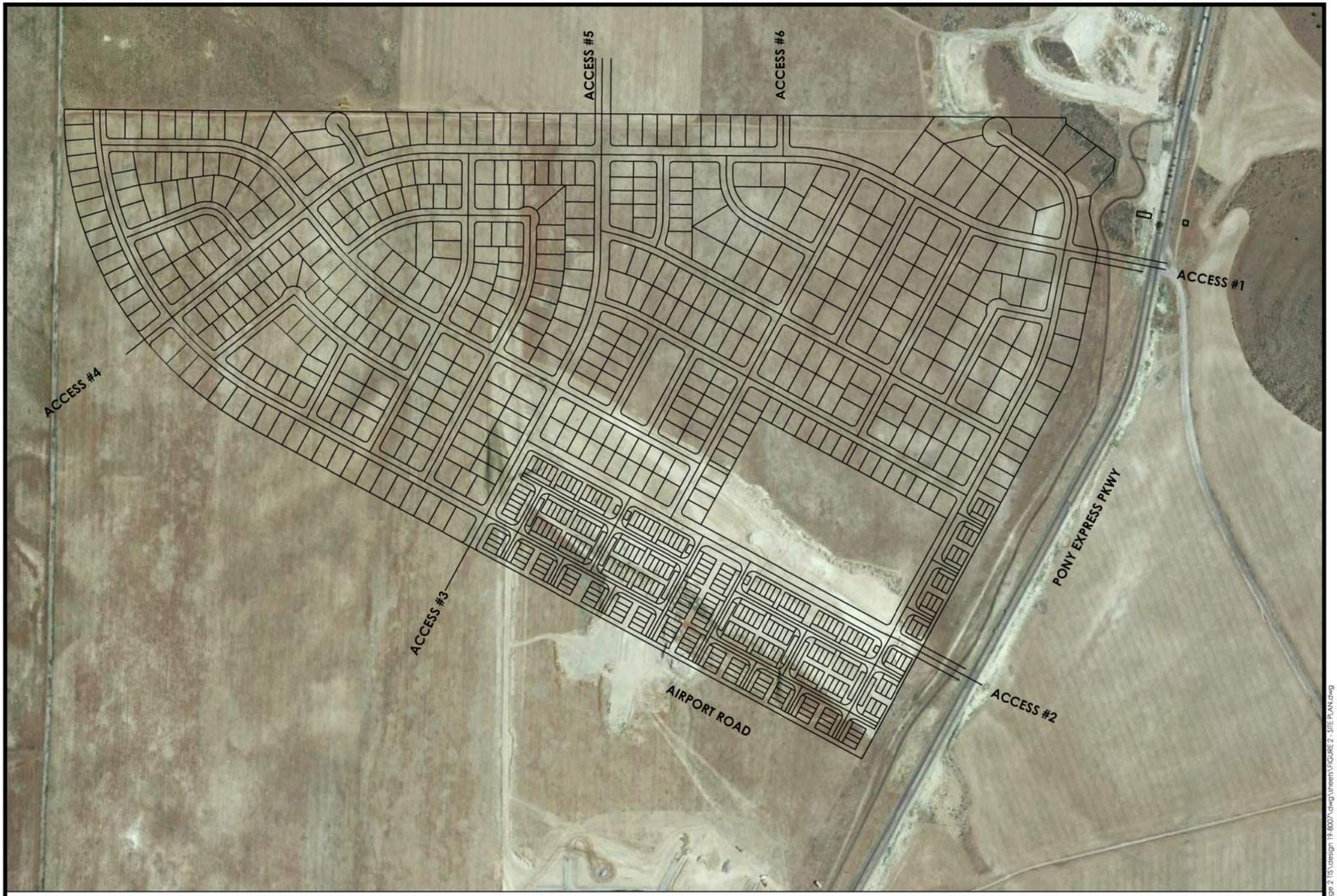

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FIGURE 2 - SITE PLAN

K:\19-8007 Overland Village 2 TIS\Design 19-8007\dwg\sheets\FIGURE 2 - SITE PLAN.dwg

3.0 Existing Conditions

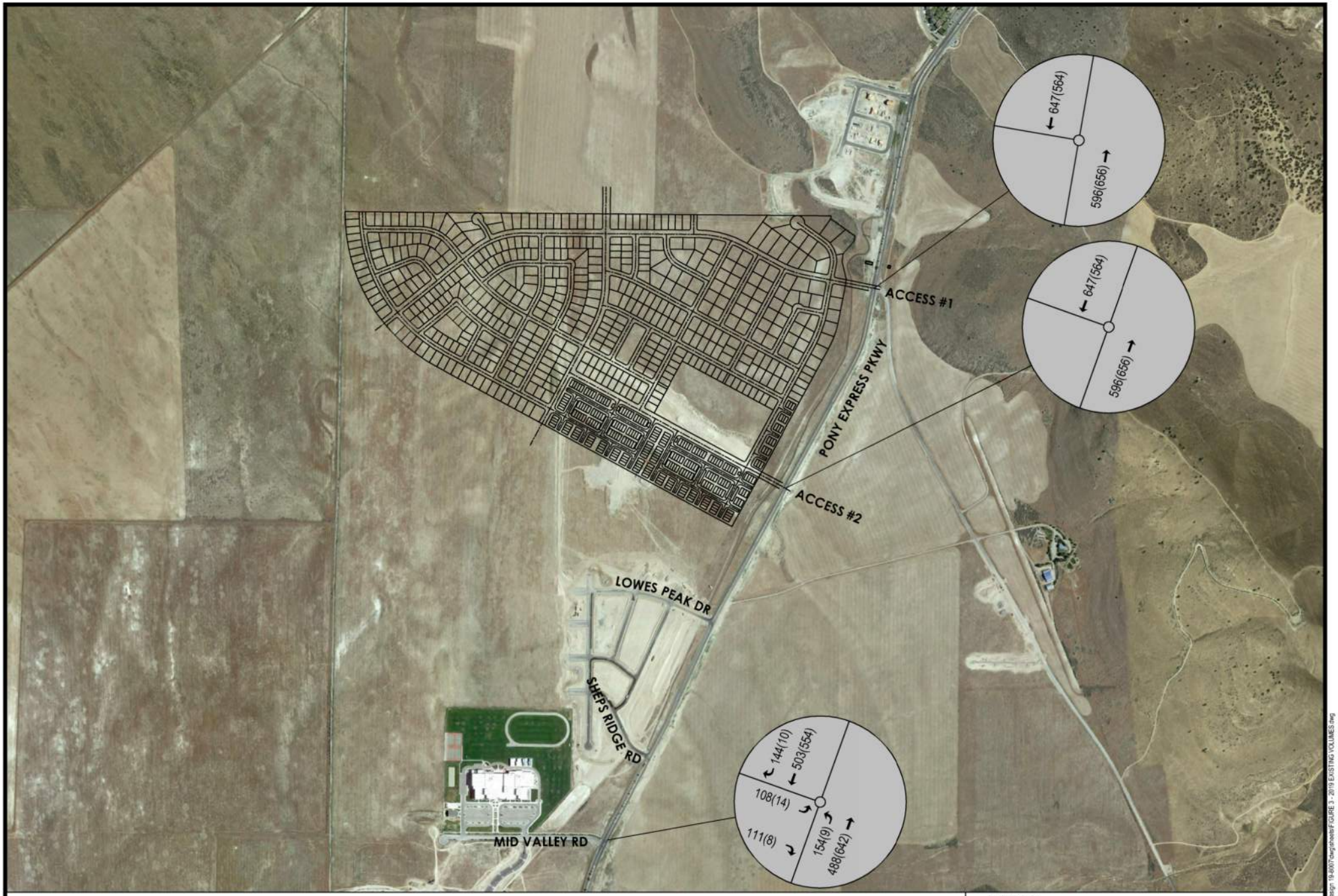
3.1 ROADWAYS

Pony Express Parkway: Pony Express Parkway is dedicated by the City as a Parkway, which consists of two lanes in each direction with a center landscaped median. Pony Express Parkway extends from the southern limits of the City to Redwood Road. The posted speed limit along the frontage of the Overland Development is 40 mph.

Mid Valley RD: Mid Valley RD is a road that runs east/west off of Pony Express PKWY. It is currently only built out to half the ultimate width. It consists of a two-lane road with one lane in each direction. As development occurs in this area, the southern half will be constructed, which will ultimately make Mid Valley Road a Minor Arterial roadway that will extend west. This road provides access to Frontier Middle school. It is assumed the speed limit at the current time is 25 MPH.

3.2 EXISTING TRAFFIC VOLUMES

From conversations with Eagle Mountain City Engineering Staff, it was determined existing traffic counts would need to be collected along Pony Express Parkway at the intersection with Mid Valley Road. Existing AM and PM peak hour traffic volumes were collected at the Mid Valley Road/Pony Express Parkway intersection on December 10, 2019, between the peak hours of 7 AM to 9 AM and 4 PM to 6 PM. From the existing counts that were collected, it was determined the peak hours at the study area intersections are from 7:15 AM to 8:15 AM and from 5:00 PM to 6:00 PM. These volumes are illustrated in Figure 3.



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 3 - 2019 EXISTING TRAFFIC VOLUMES

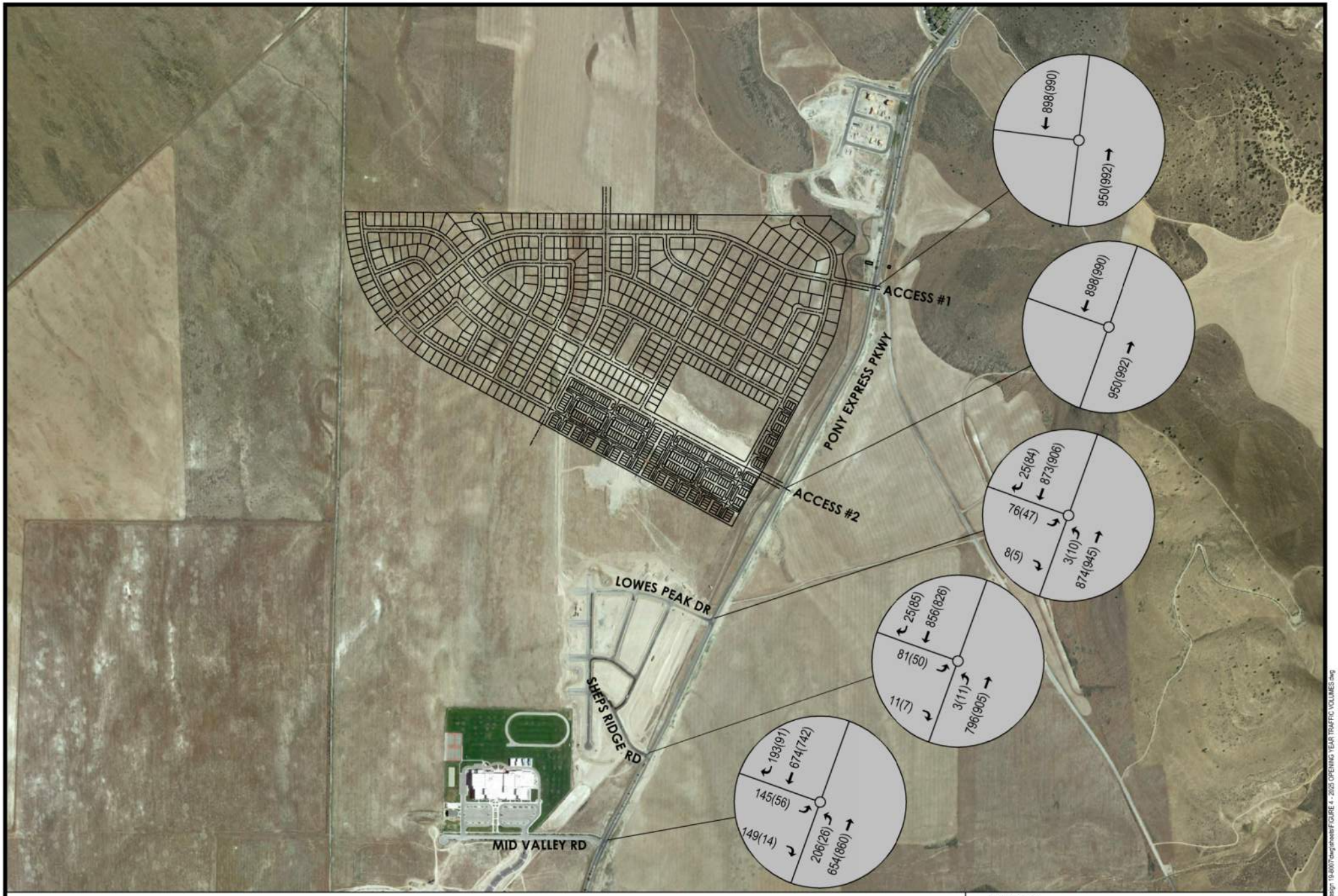
4.0 Opening & Future Year Conditions

Based on conversations that were held at the beginning of this project with Eagle Mountain City Engineering Staff and the recent growth in this area, it is assumed this area will experience fairly high growth over the next few years and then taper off as developments occupy the open land. The projected population growth found in the City's General Plan projects the population growth through 2030 at a 4.47%. We also looked at the growth rates that were used in previously performed traffic studies for similar developments in this area. For purposes of this study, it was determined for the next 6 years (to 2025) a growth of roughly 5% will occur as developments continue to be constructed. For the next 5 years, until 2030, a similar growth will continue to occur. The growth after 2030 will taper back a little as development will occupy the open land. It is assumed 3% will continue until 2045.

The future traffic volumes were also generated by using the projected traffic volumes found in previously performed studies and their site projected volumes.

It should be noted that as development continues and as funds become available, the City will expand on its transportation system by constructing additional roadways. Airport Road is planned by the City to be a Major Arterial that will run along the south boundary of Overland Village 2 and extend east and west. It is anticipated a signalized intersection will be constructed at the intersection of Airport Road with Pony Express Parkway. Airport Road will provide direct connection to Six Mile Cutoff Road that also provides access to SR-73. Mid Valley Road will also extend to the west. With more access to Six Mile Cutoff Road and Eagle Mountain Blvd., traffic along Pony Express Parkway will not experience such high growth rates as projected.

The 2025 Opening Year traffic volumes are illustrated in Figure 4. The 2030 Future Year traffic volumes are illustrated in Figure 5 and the 2045 Future Year traffic volumes are illustrated in Figure 6. These volumes are the anticipated traffic volumes on the existing roadway network whether the proposed Overland Village 2 Development is constructed or not.



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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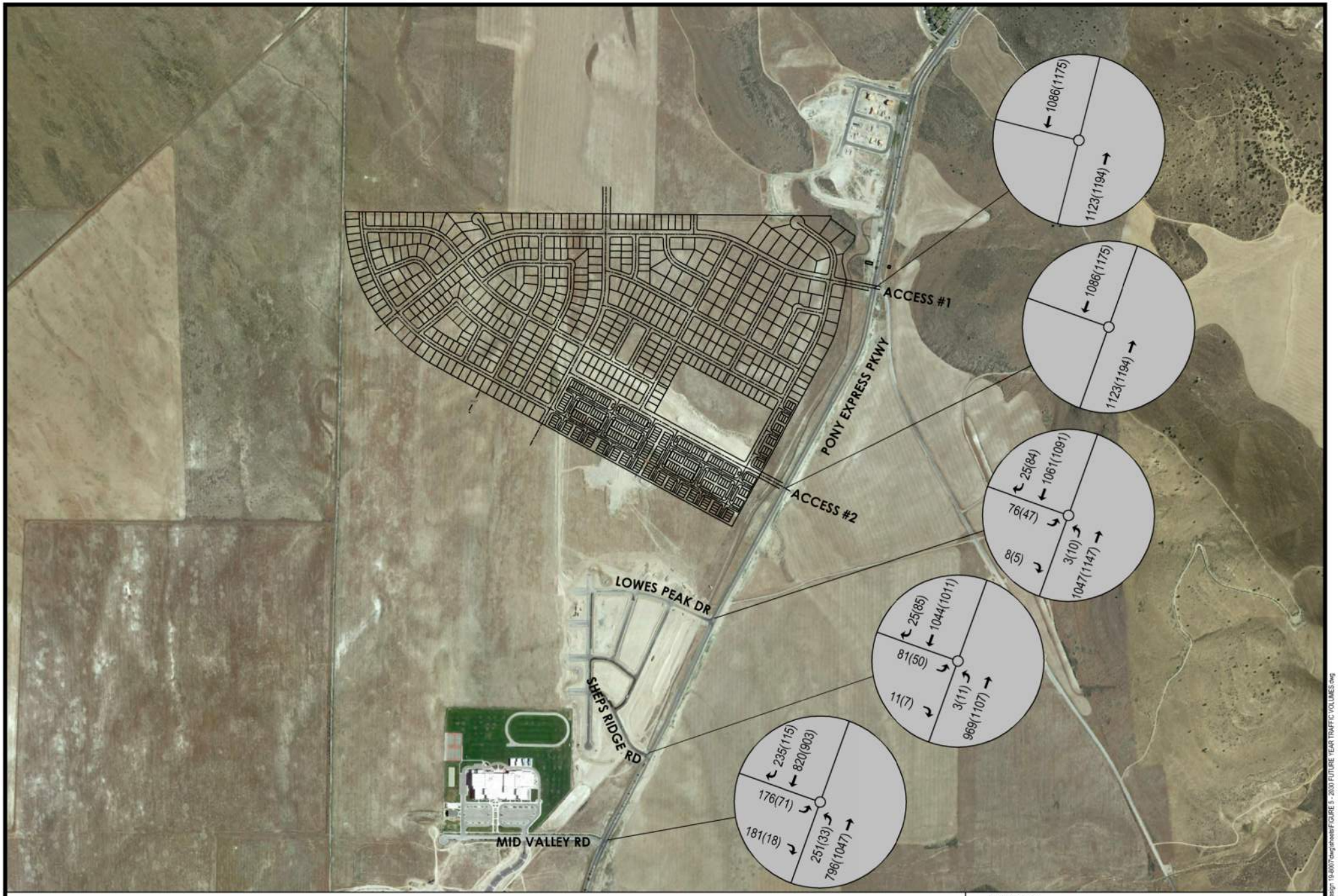
FIGURE 4 - 2025 OPENING YEAR TRAFFIC VOLUMES



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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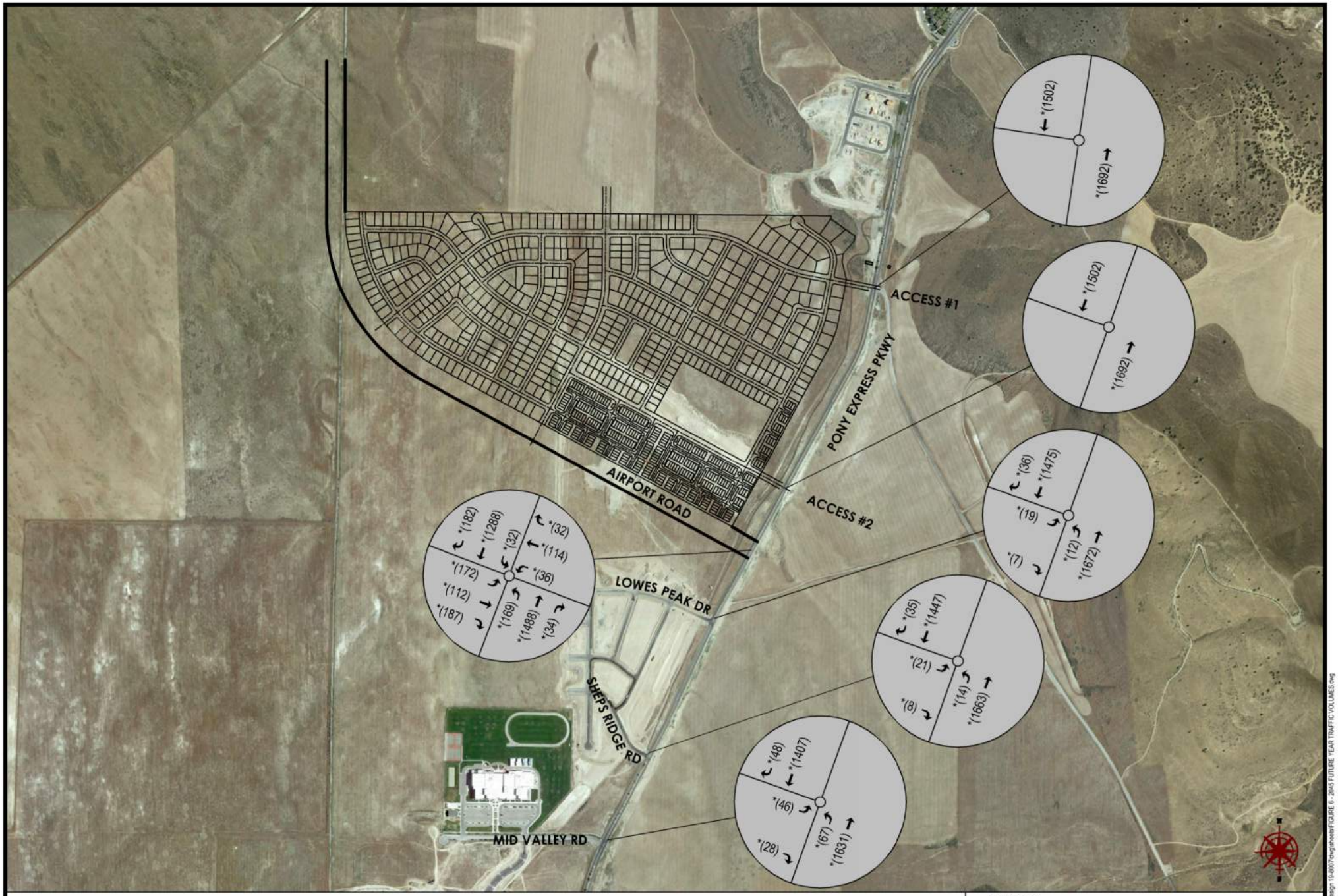
FIGURE 5 - 2030 FUTURE YEAR TRAFFIC VOLUMES

19-0007 Overland Village 2 TIS/design/ 19-0007/dwg/sheets/FIGURE 5 - 2030 FUTURE YEAR TRAFFIC VOLUMES.dwg



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES
*= AM PEAK HOUR TRAFFIC VOLUMES NOT AVAILABLE

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FIGURE 6 - 2045 FUTURE YEAR TRAFFIC VOLUMES

19-0007 Overland Village 2 TIS\design\sheets\FIGURE 6 - 2045 FUTURE YEAR TRAFFIC VOLUMES.dwg

5.0 Trip Generation and Trip Distribution

The proposed site will consist of 501 Single-Family Residential Homes, and 242 Townhomes. For purposes of this study, the trip generation was performed at full build-out of this site. It is assumed full build-out will occur in 2025. Using land use codes for Single-Family Detached Housing and Multi-family Housing (Low-Rise), trip generation rates were determined using the 10th Edition of the Trip Generation Manual, an ITE information report, published by the Institute of Transportation Engineers, Washington DC. Trips generated by the proposed development which will occur during the peak hours of the proposed development were used for the analysis. The Peak Hour of Adjacent Street Traffic rates are used to generate the AM and PM peak hour volumes. The trips generated from the proposed development are presented in Table 1.

Table 1 - Trip Generation – Average Weekday Driveway Volumes

ITE Land Use Code	Land Use Description	Size	Daily (AADT)	Trip Generation (AM)		Trip Generation (PM)	
				Enter	Exit	Enter	Exit
210	SF Housing Units	501 DU	4,729	93	278	312	184
220	Townhome Units	242 DU	1,771	26	85	86	50

5.1 SITE TRAFFIC DISTRIBUTION

Site ingress/egress traffic at the proposed site accesses were distributed based on the anticipated direction vehicles would be coming from or going to. Directional distribution was estimated based on current land uses within the proximity of the proposed development, mainly employment districts, shopping area, schools, etc. Figure 7 illustrates the site traffic distribution percentages for the development within the 2025 Opening years and the 2030 Future years with only the two project accesses onto Pony Express Parkway, Access #1 and Access #2. As development occurs in this study area and the future construction of Airport Road and future improvements to Mid Valley Road, the project trip distribution percentages will change as additional accesses are constructed. Figure 8 illustrates the anticipated site traffic distribution percentages for the

2045 Future year scenarios. Using the distribution percentages along with projected traffic volumes outlined in Table 1, Figure 9 illustrates the site traffic volumes anticipated for the Overland Village 2 Development in the 2025 Opening Year and 2030 Future Year scenarios. Using the percentages in Figure 8 and the projected traffic volumes in Table 1, Figure 10 illustrates the site traffic volumes anticipated for the overland Village 2 Development in the 2045 Future Year scenarios.



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FIGURE 7 - 2025 PROJECT TRIP GENERATION PERCENTAGES



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FIGURE 8 - 2045 PROJECTED TRIP GENERATION PERCENTAGES

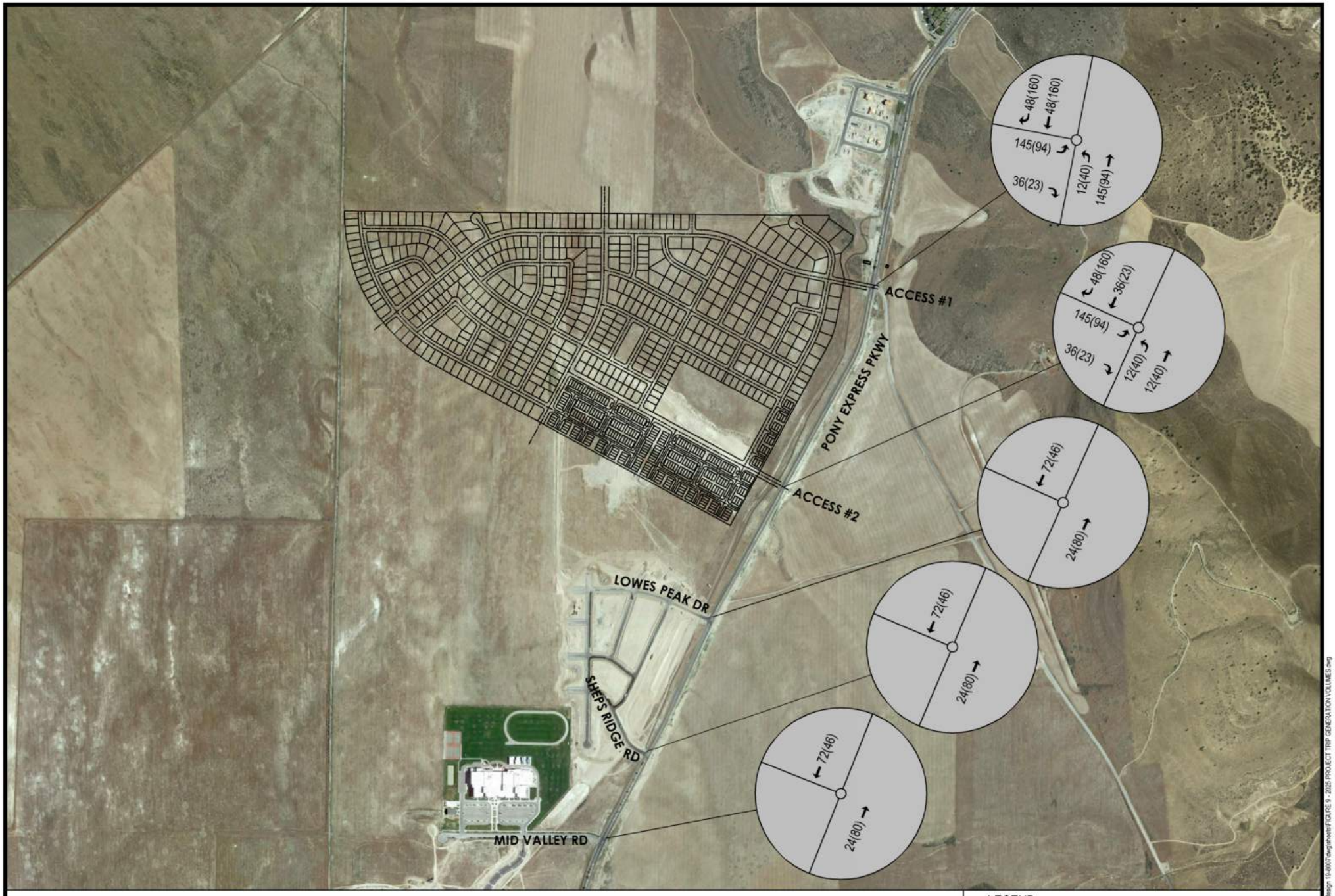

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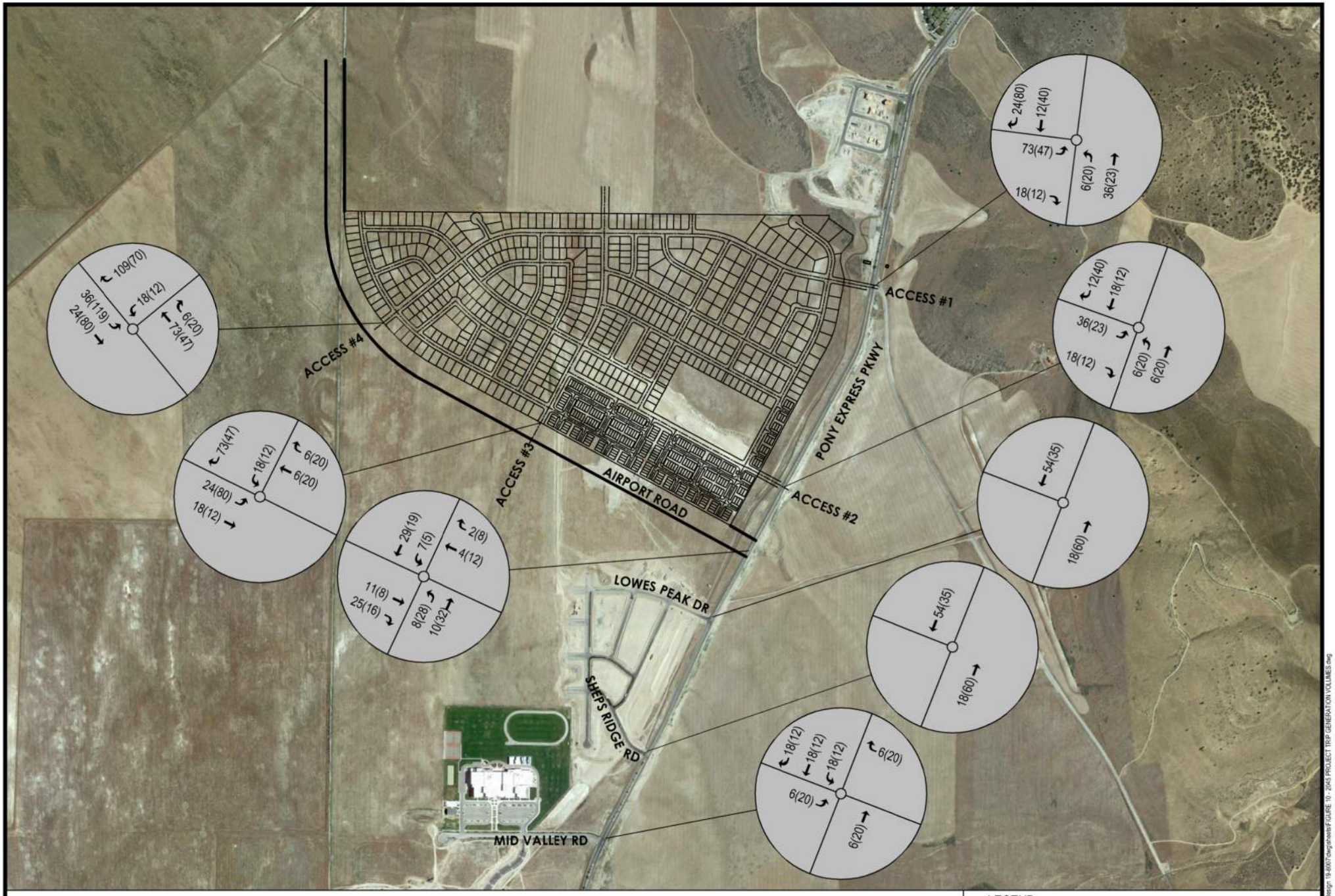
FIGURE 9 - 2025 PROJECT TRIP GENERATION VOLUMES



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 10 - 2045 PROJECT TRIP GENERATION VOLUMES

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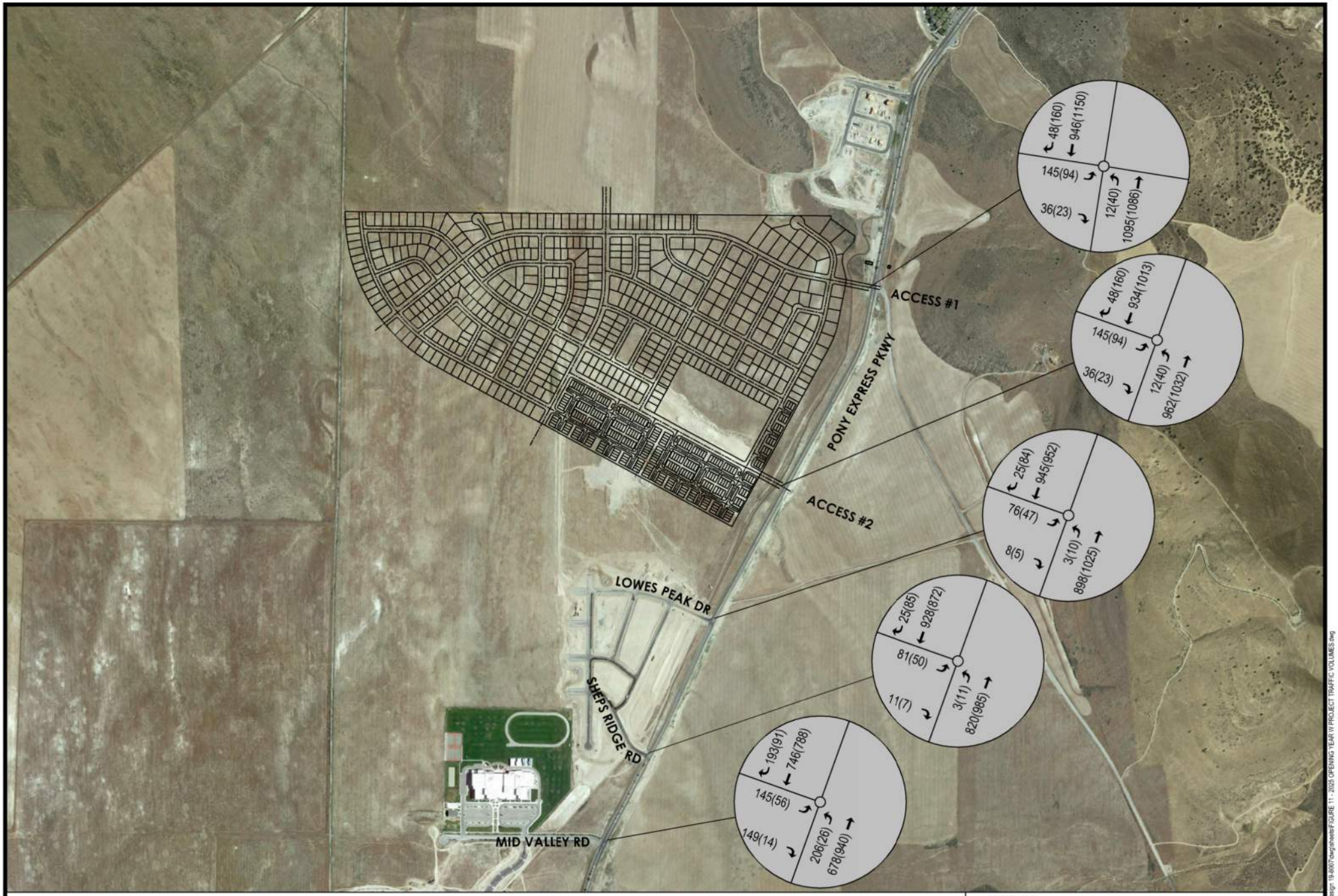
19-0007 Overland Village 2 TIS\design\ 19-0007\dwg\sheets\FIGURE 10 - 2045 PROJECT TRIP GENERATION VOLUMES.dwg

6.0 Opening and Future with Project Traffic Conditions

The projected future traffic volumes represent the traffic that will be added to the study area with the addition of the proposed Overland Village 2 Development. Using the projected traffic volumes from the 2025 Opening Year (Figure 4), 2030 Future Year (Figure 5) and the 2045 Future Year (Figure 6) scenarios in addition to the site generated traffic volumes as illustrated in Figures 9 and 10, the 2025 Opening Year with Project, 2030 Opening Year with Project and 2045 Future Year with Project traffic volumes are generated. Per the developer's schedule, it is anticipated that the proposed site will be built out in 2025. The 2025 Opening Year with Project traffic volumes, which illustrate the full build-out of the Overland Village 2 Development with the projected traffic, are illustrated in Figure 11. Five years after opening, the 2030 Future Year traffic volumes with Project are illustrated in Figure 12. Twenty years after opening, the 2045 Future Year with Project traffic volumes are illustrated in Figure 13.



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES

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FIGURE 11 - 2025 OPENING YEAR W/ PROJECT TRAFFIC VOLUMES

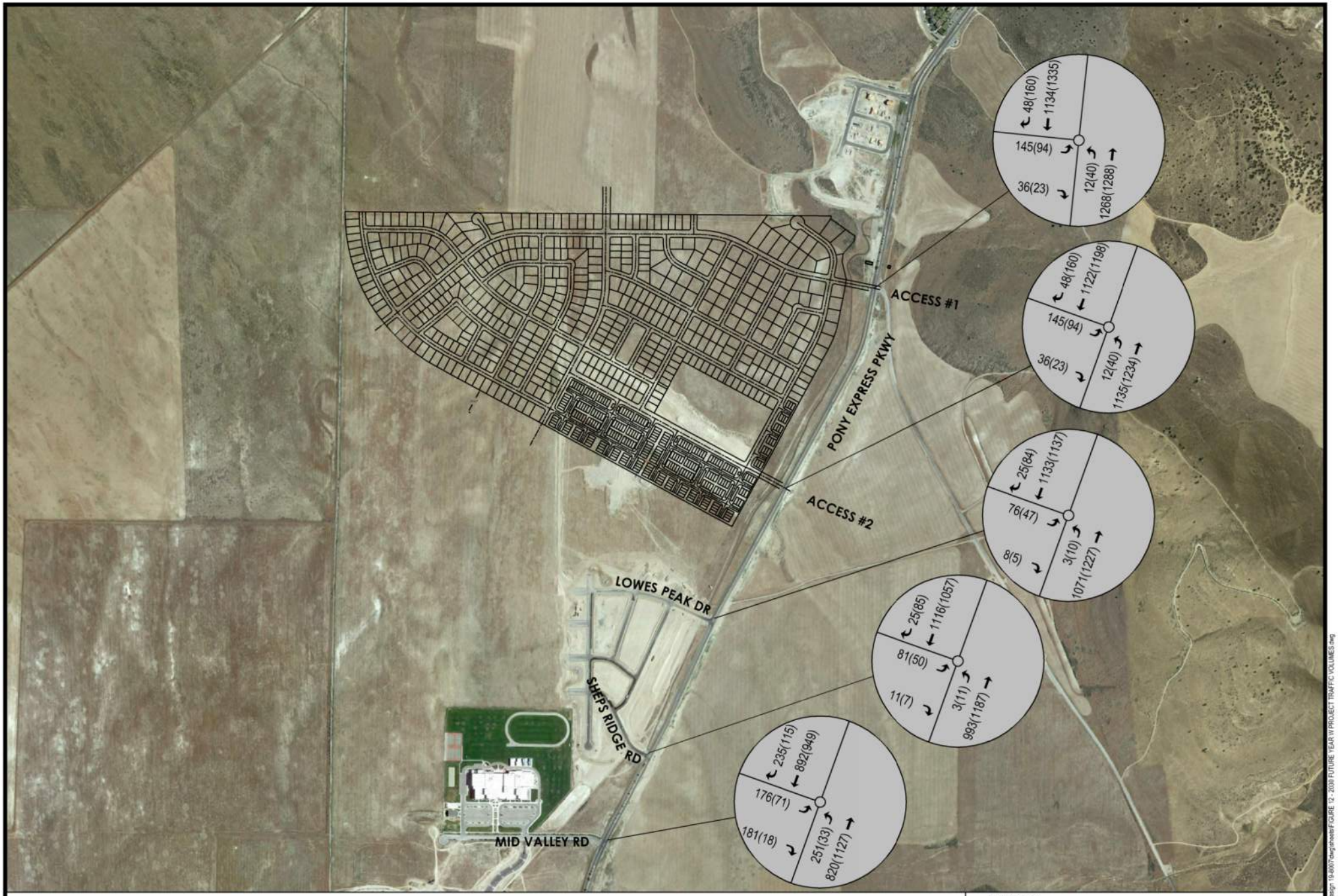

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FIGURE 12 - 2030 FUTURE YEAR W/ PROJECT TRAFFIC VOLUMES



LEGEND
XX(XX) = AM(PM) PEAKHOUR TRAFFIC VOLUMES
*= AM PEAK HOUR TRAFFIC VOLUMES NOT AVAILABLE

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FIGURE 13 - 2045 FUTURE YEAR W/ PROJECT TRAFFIC VOLUMES

19-6007 Overland Village 2 TIS\design\ 19-6007\dwg\sheets\FIGURE 13 - 2045 FUTURE YEAR W PROJECT TRAFFIC VOLUMES.dwg

7.0 Capacity Analysis

Intersection capacity analysis was performed at the study area intersections and the proposed accesses to the Overland Village 2. Synchro© Version 10 was used to analyze the study intersections for the proposed trip conditions according to methods put forth by the Transportation Research Board's **Highway Capacity Manual** (**HCM 6th Edition**).

The Level of Service (LOS) of an intersection ranges from A to F where LOS A has a low vehicular delay indicating smooth free-flowing traffic. LOS F has a high vehicular delay and indicates the worst-case scenario with high congestion and a complete breakdown of traffic flow. Although LOS A through C are the desired levels, LOS D is considered acceptable in urban conditions. Traffic conditions with LOS of E or F are generally deemed unacceptable and represent significant travel delay, increased accident potential, and inefficient motor vehicle operation. Table 2 shows the relation between LOS and vehicular delay for signalized and unsignalized intersections.

Table 2 - Signalized and Unsignalized intersection LOS and Delay Parameters

Level of Service (LOS)	Vehicular Delay (seconds/vehicle)	
	Signalized Intersection	Stop Controlled Approach
A	0.0 ≤10.0	0.0 < 10.0
B	>10.0 ≤ 20.0	> 10.0 < 15.0
C	> 20.0 ≤ 35.0	> 15.0 < 25.0
D	> 35.0 ≤ 55.0	> 25.0 < 35.0
E	> 55.0 ≤ 80.0	> 35.0 < 50.0
F	> 80.0	> 50.0

The 2019 Existing, 2025 Opening Year, 2030 Future Year Traffic, and 2040 Future Year traffic volumes at each of the study area intersections were input into the Synchro

Software. The levels of service at each of the turning movements can be seen in the following tables.

Table 3 – 2019 Existing Traffic LOS

Intersection	2019 Existing Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(6)**	A(5)	A(5)	B(14)	N/A
PM Peak Hour	**A(3)**	A(3)	A(3)	B(16)	N/A

Table 4 – 2025 Opening Year Traffic LOS

Intersection	2025 Opening Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(8)**	A(7)	A(6)	B(14)	N/A
PM Peak Hour	**A(4)**	A(4)	A(4)	B(15)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.3**	A(0)	A(0)	D(26)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	C(22)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.2**	A(0)	A(0)	D(27)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	D(26)	N/A

Table 5 – 2030 Future Year Traffic LOS

Intersection	2030 Future Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**B(10)**	B(11)	A(8)	B(14)	N/A
PM Peak Hour	**A(5)**	A(4)	A(5)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.6**	A(0)	A(0)	E(36)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(30)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.4**	A(0)	A(0)	E(38)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(34)	N/A

Table 6 – 2045 Future Traffic LOS

Intersection	2045 Future Year Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**A(8)**	A(8)	A(8)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(42)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(43)	N/A
4: Pony Express Pkwy & Airport Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(26)**	C(28)	C(24)	C(26)	C(25)

With the addition of the Overland Village 2 Development, the following tables illustrate the levels of service under the 2025 Opening Year with Project, 2030 Future Year with Project and 2045 Future with Project traffic scenarios.

Table 7 – 2025 Opening Year with Project Traffic LOS

Intersection	2025 Opening Year w/ Project Traffic LOS(Delay)				
	Overall LOS	**Northbound**	**Southbound**	**Eastbound**	**Westbound**
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**A(8)**	A(7)	A(7)	B(14)	N/A
PM Peak Hour	**A(4)**	A(4)	A(4)	B(15)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.4**	A(0)	A(0)	D(28)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	C(24)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.3**	A(0)	A(0)	D(30)	N/A
PM Peak Hour	**0.7**	A(0)	A(0)	D(28)	N/A
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**4.2**	A(0)	A(0)	E(49)	N/A
PM Peak Hour	**2.6**	A(0)	A(0)	E(48)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**4.5**	A(0)	A(0)	F(56)	N/A
PM Peak Hour	**3.3**	A(0)	A(0)	F(67)	N/A

Table 8 – 2030 Future Year with Project Traffic LOS

Intersection	2030 Future Year w/ Project Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**B(11)**	B(12)	A(9)	B(14)	N/A
PM Peak Hour	**A(5)**	A(5)	A(5)	B(14)	N/A
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**1.7**	A(0)	A(0)	E(41)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	D(32)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**1.6**	A(0)	A(0)	E(43)	N/A
PM Peak Hour	**0.8**	A(0)	A(0)	E(37)	N/A
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**6.9**	A(0)	A(0)	F(94)	N/A
PM Peak Hour	**3.7**	A(0)	A(0)	F(82)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**7.3**	A(0)	A(0)	F(106)	A(0)
PM Peak Hour	**5.1**	A(0)	A(0)	F(123)	A(0)

Table 9 – 2045 Future Year with Project Traffic LOS

Intersection	2045 Future Year w/ Project Traffic LOS(Delay)				
	Overall LOS	Northbound	Southbound	Eastbound	Westbound
1: Pony Express Pkwy & Mid Valley Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(29)**	D(37)	C(21)	B(17)	C(22)
2: Pony Express Pkwy & Sheps Ridge Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(45)	N/A
3: Pony Express Pkwy & Lowe Peak Dr					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.4**	A(0)	A(0)	E(46)	N/A
4: Pony Express Pkwy & Airport Rd					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**C(33)**	D(39)	C(28)	C(26)	C(25)
5: Pony Express Pkwy & Access #2					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**0.6**	A(0)	A(0)	E(44)	N/A
6: Pony Express Pkwy & Access #1					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.5**	A(0)	A(0)	F(78)	N/A
7: Airport Rd & Access #3					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.3**	N/A	B(12)	A(0)	A(0)
8: Airport Rd & Access #4					
AM Peak Hour	**-**	-	-	-	-
PM Peak Hour	**1.6**	N/A	B(12)	A(2)	A(0)

8.0 Recommendations

Based on the information presented in this report, the following improvements are recommended as part of this development. The following recommendations are made for the intersections within this study area and to accommodate the new site accesses.

2019 Existing Scenario

The Pony Express Parkway and Mid Valley Road intersection currently functions at a LOS "A" under both the AM and PM peak hours. No improvements are needed under the 2019 Existing Conditions.

2025 Opening Year Scenario

Under the 2025 Opening Year scenario, without the Overland Village 2 Development, and using the existing lane configuration and roadway network, the Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "A" in both the AM and PM peak hours.

It is recommended that by 2025, Mid Valley Road should be fully built-out in order to provide additional access to and from the Overland Village 1 Development. This will help reduce the number of vehicles using the Sheps Ridge Road and Lowes Peak Road intersections, improving the LOS and reducing the delay for vehicles exiting the development. It should also be noted, with the Mid Valley Road and Pony Express Parkway intersection now signalized, this will provide gaps in the flow of traffic along Pony Express Parkway which will allow vehicles a safer movement out of the development from these two roadways.

It is also recommended Airport Road be constructed to its full build-out. This will provide additional accesses in and out of the Overland Village 1 Development and reduce the number of vehicles along Pony Express Parkway and at the intersections of Sheps Ridge Road and Lowe Peak Road, improving the LOS.

2025 Opening Year with Project Scenario

With the addition of the Overland Village 2 Development, the 2025 Opening Year with Project traffic volumes at the Pony Express Parkway and Mid Valley Road intersection will continue to function at an overall acceptable LOS "A" during the AM and PM peak hours. No additional improvements are needed at this intersection.

It is assumed, until the City is able to construct Airport Road, there will only be Access #1 and Access #2 into and out of the Overland Village 2 Development. This will cause the eastbound movement out of the development to experience delays with the increase of traffic along Pony Express Parkway. It is recommended that Airport Road be constructed as soon as funding is available. By constructing Airport Road and extending Mid Valley Road to the west, additional accesses will be created to both the Overland Village 1 and Village 2 Developments. As these additional accesses are constructed, traffic patterns will adjust and become more evenly distributed (as shown in the 2045 Scenarios), which will improve the level of service and reduce delays at Access #1 and Access #2.

2030 Future Year Scenario

In the 2030 Future Year scenario, the Pony Express Parkway and Mid Valley Road signalized intersection, will function at a LOS "B" or better in both the AM and PM peak hours. It is recommended as development occurs along Mid Valley Road, the full build-out of the southern half of the road be completed. The extension of Mid Valley Road to the west will also provide additional access to the Overland Village 1 Development which will help reduce the amount of traffic at the Sheps Ridge Road and Lowes Peak Road intersections with Pony Express Parkway. This will also provide connection to another north/south Major Arterial that will reduce the amount of traffic along Pony Express Parkway.

2030 Future Year with Project Scenario

As mentioned under the 2030 Future Year scenario, it is recommended, Airport Road be constructed. This will provide two additional accesses in and out of the Overland Village 2 Development which will redistribute the projected traffic volumes from Access #1 and Access #2. This will improve the LOS and decrease the delay time for vehicles exiting the proposed development.

With the addition of Airport Road and with Mid Valley Road fully constructed, all other intersections will function at acceptable levels of service.

It is recommended that as Airport Road is constructed, the intersection with Pony Express Parkway be signalized. Signalizing this intersection will also provide adequate gaps in the flow of traffic along Pony Express Parkway which will allow vehicles to exit Overland Village 2 at Access #1 and Access #2 safely and reduce delays.

2045 Future Year Scenario

With Airport Road fully built out and Mid Valley Road fully built out, no additional recommendations are needed at any of the study area intersection. All intersections will function at acceptable levels of service under the 2045 Future Year scenario with these improvements.

It is assumed the Airport Road and Pony Express Parkway intersection will be fully built as per the City's General Plan. It is assumed this will be a signalized 4-legged intersection.

2045 Future Year with Project Scenario

With the recommended improvements to Airport Road and Mid Valley Road, under the 2045 Future Year with Project scenario, all study area intersections will function at acceptable levels of service and no additional recommendations are needed. Using the 2045 Future Year traffic volumes, combined with the Overland Village 2 Project generated traffic volumes, the 2045 Future Year with Project traffic volumes are

generated. These traffic volumes are illustrated in Figure 13. The Pony Express Parkway and Mid Valley Road intersection will continue to function at a LOS "C" under the PM peak hour. Similar to the 2045 Future Year scenario, no additional improvements are needed at this intersection.

The proposed internal roadway network of the Overland Village 2 is designed to provide an efficient flow of traffic throughout the development, as well as provide safe ingress and egress to the existing roadway network. There are Collector Roads that are designed within Village 2 that will connect to Village 1 and other Villages throughout the entire Overland Development.

All accesses to the Overland Village 2 Development along Airport Road should align with the proposed accesses to the existing Overland Village 1 Development.

Each of the site accesses will be designed and constructed with one receiving lane and one exiting lane that will allow left and right turn movement out of the development. Left turn movements into the development will be made from the existing left turn pockets along Pony Express Parkway and Airport Road. The projected traffic volumes entering and exiting the proposed development along Pony Express Parkway and Airport Road will not warrant separate right turn lanes once all accesses are constructed.

9.0 Appendix

Existing Traffic Counts

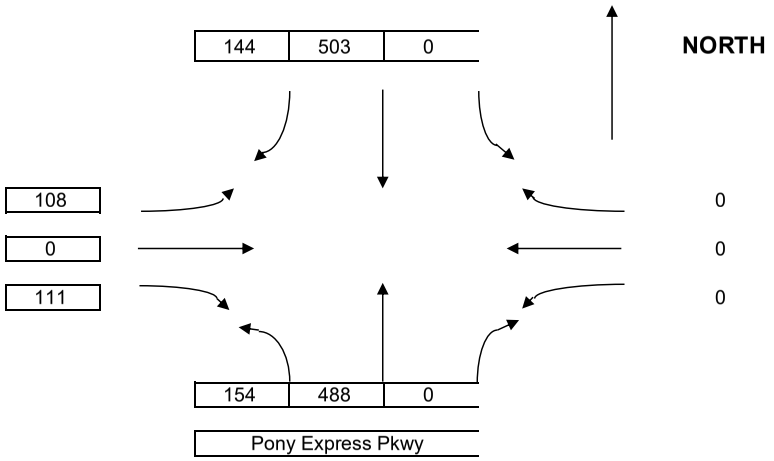
TURNING MOVEMENT COUNT SUMMARY

FOCUS ENGINEERING & SURVEYING, LLC

INTERSECTION:	**P.E.P. & M.V.R.**
N-S STREET:	**Pony Express Pkwy**
E-W STREET:	**Mid Valley Rd**
FOCUS PROJ. NO.:	**19-8007**
COUNT DATE:	**10-Dec-19**
NOTES:	
COUNT TIME:	
FROM:	**7:00 AM**
TO:	**9:00 AM**

PK HR VOLUME:	1,508
PHF:	0.95
PEAK HOUR:	
FROM:	TO:
7:15 AM	8:15 AM

AM PEAK HOUR VOLUMES



COUNT DATA INPUT:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
7:00 AM	7:15 AM	1	122		0		0		61	5				189
7:15 AM	7:30 AM	12	156		2		2		163	16				351
7:30 AM	7:45 AM	33	145		10		11		169	29				397
7:45 AM	8:00 AM	64	98		38		38		84	52				374
8:00 AM	8:15 AM	45	89		58		60		87	47				386
8:15 AM	8:30 AM	5	83		18		4		55	10				175
8:30 AM	8:45 AM	2	53		3		2		38	2				100
8:45 AM	9:00 AM	3	43		3		1		41	2				93

HOURLY TOTALS:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
7:00 AM	8:00 AM	110	521	0	50	0	51	0	477	102	0	0	0	1,311
7:15 AM	8:15 AM	154	488	0	108	0	111	0	503	144	0	0	0	1,508
7:30 AM	8:30 AM	147	415	0	124	0	113	0	395	138	0	0	0	1,332
7:45 AM	8:45 AM	116	323	0	117	0	104	0	264	111	0	0	0	1,035
8:00 AM	9:00 AM	55	268	0	82	0	67	0	221	61	0	0	0	754

NOTE PHF IS BASED ON 15 MIN. PEAK WITHIN THE PEAK HOUR.

TURNING MOVEMENT COUNT SUMMARY

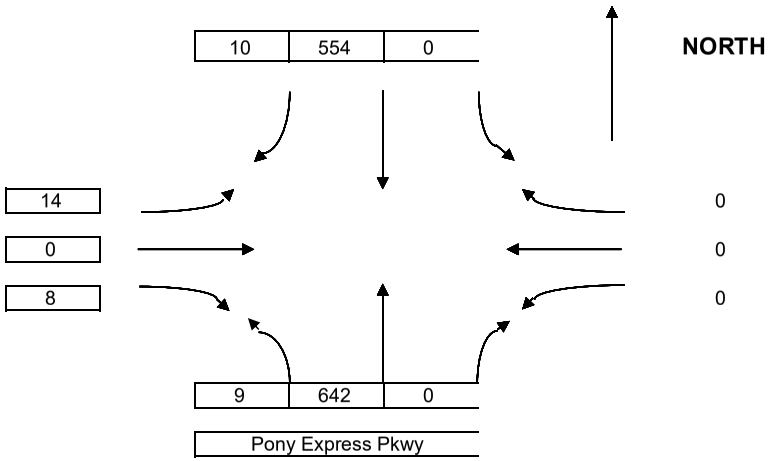
FOCUS ENGINEERING & SURVEYING, LLC

INTERSECTION:	**P.E.P. & M.V.R.**
N-S STREET:	**Pony Express Pkwy**
E-W STREET:	**Mid Valley Rd**
FOCUS PROJ. NO.:	**19-8007**
COUNT DATE:	**10-Dec-19**
NOTES:	
COUNT TIME:	
FROM:	**4:00 PM**
TO:	**6:00 PM**

PK HR VOLUME:	1,237
PHF:	0.89
PEAK HOUR:	
FROM:	TO:
5:00 PM	6:00 PM

Mid Valley Rd

PM PEAK HOUR VOLUMES



COUNT DATA INPUT:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
4:00 PM	4:15 PM	3	70		9		6		39	4				131
4:15 PM	4:30 PM	2	118		5		5		110	4				244
4:30 PM	4:45 PM	2	106		6		2		103	1				220
4:45 PM	5:00 PM	0	90		3		2		140	3				238
5:00 PM	5:15 PM	2	136		3		2		132	3				278
5:15 PM	5:30 PM	2	141		7		5		131	4				290
5:30 PM	5:45 PM	4	195		3		0		144	1				347
5:45 PM	6:00 PM	1	170		1		1		147	2				322

HOURLY TOTALS:

TIME PERIOD		NORTHBOUND			EASTBOUND			SOUTHBOUND			WESTBOUND			TOTAL
FROM:	TO:	L	T	R	L	T	R	L	T	R	L	T	R	VOLUMES
4:00 PM	5:00 PM	7	384	0	23	0	15	0	392	12	0	0	0	833
4:15 PM	5:15 PM	6	450	0	17	0	11	0	485	11	0	0	0	980
4:30 PM	5:30 PM	6	473	0	19	0	11	0	506	11	0	0	0	1,026
4:45 PM	5:45 PM	8	562	0	16	0	9	0	547	11	0	0	0	1,153
5:00 PM	6:00 PM	9	642	0	14	0	8	0	554	10	0	0	0	1,237

NOTE PHF IS BASED ON 15 MIN. PEAK WITHIN THE PEAK HOUR.

Trip Generation Report

Trip Generation Summary

Alternative: Alternative 2
Phase:
Project: New Project

Open Date: 2/12/2020
Analysis Date: 2/12/2020

ITE	Land Use		Weekday Average Daily Trips *	Enter	Exit	Total	Weekday AM Peak Hour of Adjacent Street Traffic *	Enter	Exit	Total	Weekday PM Peak Hour of Adjacent Street Traffic *	Enter	Exit	Total
210	SFHOUSE 2			2365	2364	4729		93	278	371		312	184	496
	501	Dwelling Units												
220	LOW-RISE 2			886	885	1771		26	85	111		86	50	136
	242	Dwelling Units												
Unadjusted Volume				3251	3249	6500		119	363	482		398	234	632
Internal Capture Trips				0	0	0		0	0	0		0	0	0
Pass-By Trips				0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets				3251	3249	6500		119	363	482		398	234	632

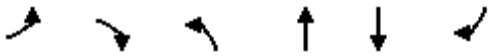
Total Weekday Average Daily Trips Internal Capture = 0 Percent
Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent
Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

Traffic Analysis Reports

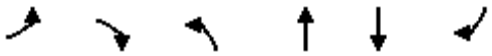
2019 Existing Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	108	111	154	488	503	144
Future Volume (veh/h)	108	111	154	488	503	144
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	117	121	167	530	547	157
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	248	221	576	2039	1565	447
Arrive On Green	0.14	0.14	0.57	0.57	0.57	0.57
Sat Flow, veh/h	1781	1585	743	3647	2821	780
Grp Volume(v), veh/h	117	121	167	530	356	348
Grp Sat Flow(s),veh/h/ln	1781	1585	743	1777	1777	1730
Q Serve(g_s), s	1.9	2.2	4.9	2.3	3.3	3.4
Cycle Q Clear(g_c), s	1.9	2.2	8.2	2.3	3.3	3.4
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	248	221	576	2039	1019	993
V/C Ratio(X)	0.47	0.55	0.29	0.26	0.35	0.35
Avail Cap(c_a), veh/h	1022	909	576	2039	1019	993
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.4	12.6	5.8	3.3	3.6	3.6
Incr Delay (d2), s/veh	1.4	2.1	1.3	0.3	0.9	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.7	0.5	0.2	0.4	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.8	14.7	7.0	3.7	4.5	4.5
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	238			697	704	
Approach Delay, s/veh	14.3			4.5	4.5	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		8.9		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		10.2		4.2		5.4
Green Ext Time (p_c), s		2.7		0.6		3.4

Intersection Summary	
HCM 6th Ctrl Delay	5.9
HCM 6th LOS	A

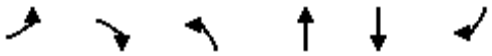


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	14	8	9	642	554	10
Future Volume (veh/h)	14	8	9	642	554	10
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	15	9	10	698	602	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	54	48	723	2297	2308	42
Arrive On Green	0.03	0.03	0.65	0.65	0.65	0.65
Sat Flow, veh/h	1781	1585	809	3647	3664	65
Grp Volume(v), veh/h	15	9	10	698	299	314
Grp Sat Flow(s),veh/h/ln	1781	1585	809	1777	1777	1859
Q Serve(g_s), s	0.2	0.2	0.1	2.4	2.0	2.0
Cycle Q Clear(g_c), s	0.2	0.2	2.1	2.4	2.0	2.0
Prop In Lane	1.00	1.00	1.00			0.04
Lane Grp Cap(c), veh/h	54	48	723	2297	1149	1201
V/C Ratio(X)	0.28	0.19	0.01	0.30	0.26	0.26
Avail Cap(c_a), veh/h	1151	1025	723	2297	1149	1201
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	13.2	13.2	2.6	2.2	2.1	2.1
Incr Delay (d2), s/veh	2.7	1.8	0.0	0.3	0.6	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.1	0.0	0.1	0.2	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.9	15.0	2.6	2.5	2.6	2.6
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	24			708	613	
Approach Delay, s/veh	15.6			2.5	2.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		5.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		4.4		2.2		4.0
Green Ext Time (p_c), s		3.8		0.0		2.9

Intersection Summary		
HCM 6th Ctrl Delay		2.8
HCM 6th LOS		A

2025 Opening Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	145	149	206	654	674	193
Future Volume (veh/h)	145	149	206	654	674	193
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	158	162	224	711	733	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	304	271	452	1964	1507	432
Arrive On Green	0.17	0.17	0.55	0.55	0.55	0.55
Sat Flow, veh/h	1781	1585	594	3647	2819	781
Grp Volume(v), veh/h	158	162	224	711	478	465
Grp Sat Flow(s),veh/h/ln	1781	1585	594	1777	1777	1730
Q Serve(g_s), s	2.6	3.1	12.0	3.6	5.4	5.4
Cycle Q Clear(g_c), s	2.6	3.1	17.4	3.6	5.4	5.4
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	304	271	452	1964	982	956
V/C Ratio(X)	0.52	0.60	0.50	0.36	0.49	0.49
Avail Cap(c_a), veh/h	985	876	452	1964	982	956
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.3	12.5	9.8	4.1	4.5	4.5
Incr Delay (d2), s/veh	1.4	2.1	3.9	0.5	1.7	1.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	1.0	1.3	0.5	0.9	0.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.7	14.6	13.6	4.6	6.2	6.2
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	320			935	943	
Approach Delay, s/veh	14.1			6.8	6.2	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		10.1		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		19.4		5.1		7.4
Green Ext Time (p_c), s		0.0		0.8		4.2

Intersection Summary		
HCM 6th Ctrl Delay	7.6	
HCM 6th LOS	A	

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	796	856	25
Future Vol, veh/h	81	11	3	796	856	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	865	930	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1369	465	957	0	-	0
Stage 1	930	-	-	-	-	-
Stage 2	439	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	138	544	714	-	-	-
Stage 1	344	-	-	-	-	-
Stage 2	617	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	137	544	714	-	-	-
Mov Cap-2 Maneuver	257	-	-	-	-	-
Stage 1	343	-	-	-	-	-
Stage 2	617	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	25.5	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	714	-	274	-	-
HCM Lane V/C Ratio	0.005	-	0.365	-	-
HCM Control Delay (s)	10.1	-	25.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.6	-	-

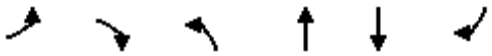
Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	874	873	25
Future Vol, veh/h	76	8	3	874	873	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	950	949	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1444	488	976	0	-	0
Stage 1	963	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	123	526	703	-	-	-
Stage 1	331	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	123	526	703	-	-	-
Mov Cap-2 Maneuver	243	-	-	-	-	-
Stage 1	330	-	-	-	-	-
Stage 2	588	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	26.7	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	703	-	256	-	-
HCM Lane V/C Ratio	0.005	-	0.357	-	-
HCM Control Delay (s)	10.1	-	26.7	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.5	-	-



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	14	26	860	742	91
Future Volume (veh/h)	56	14	26	860	742	91
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	61	15	28	935	807	99
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	140	125	543	2183	1957	240
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	615	3647	3280	391
Grp Volume(v), veh/h	61	15	28	935	450	456
Grp Sat Flow(s),veh/h/ln	1781	1585	615	1777	1777	1800
Q Serve(g_s), s	1.0	0.3	0.7	4.0	3.8	3.8
Cycle Q Clear(g_c), s	1.0	0.3	4.6	4.0	3.8	3.8
Prop In Lane	1.00	1.00	1.00			0.22
Lane Grp Cap(c), veh/h	140	125	543	2183	1091	1106
V/C Ratio(X)	0.44	0.12	0.05	0.43	0.41	0.41
Avail Cap(c_a), veh/h	1094	974	543	2183	1091	1106
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	4.1	3.0	2.9	2.9
Incr Delay (d2), s/veh	2.1	0.4	0.2	0.6	1.2	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.1	0.1	0.2	0.3	0.3
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.0	13.0	4.3	3.6	4.1	4.1
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	76			963	906	
Approach Delay, s/veh	14.6			3.6	4.1	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.8		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		6.6		3.0		5.8
Green Ext Time (p_c), s		4.9		0.1		4.3

Intersection Summary	
HCM 6th Ctrl Delay	4.2
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	905	826	85
Future Vol, veh/h	50	7	11	905	826	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	984	898	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1414	449	990	0	-	0
Stage 1	898	-	-	-	-	-
Stage 2	516	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	129	557	694	-	-	-
Stage 1	358	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	127	557	694	-	-	-
Mov Cap-2 Maneuver	251	-	-	-	-	-
Stage 1	352	-	-	-	-	-
Stage 2	564	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	694	-	269	-	-
HCM Lane V/C Ratio	0.017	-	0.23	-	-
HCM Control Delay (s)	10.3	-	22.3	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.7

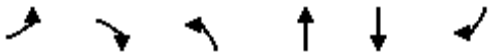
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	945	906	84
Future Vol, veh/h	47	5	10	945	906	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1027	985	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1567	538	1076	0	-	0
Stage 1	1031	-	-	-	-	-
Stage 2	536	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	102	488	644	-	-	-
Stage 1	305	-	-	-	-	-
Stage 2	551	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	100	488	644	-	-	-
Mov Cap-2 Maneuver	218	-	-	-	-	-
Stage 1	300	-	-	-	-	-
Stage 2	551	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	25.7	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	644	-	230	-	-
HCM Lane V/C Ratio	0.017	-	0.246	-	-
HCM Control Delay (s)	10.7	-	25.7	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

2025 Opening Year with Project Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	145	149	206	678	746	193
Future Volume (veh/h)	145	149	206	678	746	193
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	158	162	224	737	811	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	304	271	425	1964	1544	400
Arrive On Green	0.17	0.17	0.55	0.55	0.55	0.55
Sat Flow, veh/h	1781	1585	552	3647	2887	723
Grp Volume(v), veh/h	158	162	224	737	516	505
Grp Sat Flow(s),veh/h/ln	1781	1585	552	1777	1777	1740
Q Serve(g_s), s	2.6	3.1	12.0	3.8	6.0	6.0
Cycle Q Clear(g_c), s	2.6	3.1	18.0	3.8	6.0	6.0
Prop In Lane	1.00	1.00	1.00			0.42
Lane Grp Cap(c), veh/h	304	271	425	1964	982	962
V/C Ratio(X)	0.52	0.60	0.53	0.38	0.53	0.53
Avail Cap(c_a), veh/h	985	876	425	1964	982	962
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.3	12.5	10.8	4.1	4.6	4.6
Incr Delay (d2), s/veh	1.4	2.1	4.6	0.5	2.0	2.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	1.0	1.4	0.5	1.1	1.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.7	14.6	15.4	4.7	6.6	6.6
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	320			961	1021	
Approach Delay, s/veh	14.1			7.2	6.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		10.1		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.1		8.0
Green Ext Time (p_c), s		0.0		0.8		4.4

Intersection Summary	
HCM 6th Ctrl Delay	7.9
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	820	928	25
Future Vol, veh/h	81	11	3	820	928	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	891	1009	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1461	505	1036	0	-	0
Stage 1	1009	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	120	512	667	-	-	-
Stage 1	313	-	-	-	-	-
Stage 2	608	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	120	512	667	-	-	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	312	-	-	-	-	-
Stage 2	608	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	28.5	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	667	-	251	-	-
HCM Lane V/C Ratio	0.005	-	0.398	-	-
HCM Control Delay (s)	10.4	-	28.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.8	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	898	945	25
Future Vol, veh/h	76	8	3	898	945	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	976	1027	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1535	527	1054	0	-	0
Stage 1	1041	-	-	-	-	-
Stage 2	494	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	107	496	656	-	-	-
Stage 1	301	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	106	496	656	-	-	-
Mov Cap-2 Maneuver	222	-	-	-	-	-
Stage 1	299	-	-	-	-	-
Stage 2	579	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	29.9	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	656	-	234	-	-
HCM Lane V/C Ratio	0.005	-	0.39	-	-
HCM Control Delay (s)	10.5	-	29.9	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0	-	1.7	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	962	934	48
Future Vol, veh/h	145	36	12	962	934	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1046	1015	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1590	534	1067	0	-	0
Stage 1	1041	-	-	-	-	-
Stage 2	549	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 98	491	649	-	-	-
Stage 1	301	-	-	-	-	-
Stage 2	542	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 96	491	649	-	-	-
Mov Cap-2 Maneuver	213	-	-	-	-	-
Stage 1	295	-	-	-	-	-
Stage 2	542	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	49.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	649	-	213	491	-	-
HCM Lane V/C Ratio	0.02	-	0.74	0.08	-	-
HCM Control Delay (s)	10.7	-	58.5	13	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	5	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	4.5

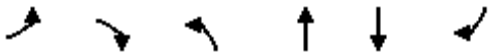
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1095	946	48
Future Vol, veh/h	145	36	12	1095	946	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1190	1028	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1675	540	1080	0	-	0
Stage 1	1054	-	-	-	-	-
Stage 2	621	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 86	486	641	-	-	-
Stage 1	296	-	-	-	-	-
Stage 2	498	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 84	486	641	-	-	-
Mov Cap-2 Maneuver	202	-	-	-	-	-
Stage 1	290	-	-	-	-	-
Stage 2	498	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	56	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	641	-	202	486	-	-
HCM Lane V/C Ratio	0.02	-	0.78	0.081	-	-
HCM Control Delay (s)	10.7	-	66.7	13.1	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	5.4	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	14	26	940	788	91
Future Volume (veh/h)	56	14	26	940	788	91
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	61	15	28	1022	857	99
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	140	125	524	2183	1971	228
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	587	3647	3303	371
Grp Volume(v), veh/h	61	15	28	1022	474	482
Grp Sat Flow(s),veh/h/ln	1781	1585	587	1777	1777	1804
Q Serve(g_s), s	1.0	0.3	0.8	4.6	4.1	4.1
Cycle Q Clear(g_c), s	1.0	0.3	4.9	4.6	4.1	4.1
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	140	125	524	2183	1091	1108
V/C Ratio(X)	0.44	0.12	0.05	0.47	0.43	0.43
Avail Cap(c_a), veh/h	1094	974	524	2183	1091	1108
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	4.3	3.1	3.0	3.0
Incr Delay (d2), s/veh	2.1	0.4	0.2	0.7	1.3	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.1	0.1	0.2	0.4	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.0	13.0	4.5	3.8	4.2	4.2
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	76			1050	956	
Approach Delay, s/veh	14.6			3.8	4.2	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.8		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		6.9		3.0		6.1
Green Ext Time (p_c), s		5.2		0.1		4.5

Intersection Summary		
HCM 6th Ctrl Delay		4.4
HCM 6th LOS		A

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	985	872	85
Future Vol, veh/h	50	7	11	985	872	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1071	948	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1508	474	1040	0	-	0
Stage 1	948	-	-	-	-	-
Stage 2	560	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	111	537	664	-	-	-
Stage 1	337	-	-	-	-	-
Stage 2	535	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	537	664	-	-	-
Mov Cap-2 Maneuver	233	-	-	-	-	-
Stage 1	331	-	-	-	-	-
Stage 2	535	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	24.1	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	664	-	250	-	-
HCM Lane V/C Ratio	0.018	-	0.248	-	-
HCM Control Delay (s)	10.5	-	24.1	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1025	952	84
Future Vol, veh/h	47	5	10	1025	952	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1114	1035	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1660	563	1126	0	-	0
Stage 1	1081	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	88	470	616	-	-	-
Stage 1	287	-	-	-	-	-
Stage 2	524	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	86	470	616	-	-	-
Mov Cap-2 Maneuver	202	-	-	-	-	-
Stage 1	282	-	-	-	-	-
Stage 2	524	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	27.8	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	616	-	214	-	-
HCM Lane V/C Ratio	0.018	-	0.264	-	-
HCM Control Delay (s)	10.9	-	27.8	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1032	1013	160
Future Vol, veh/h	94	23	40	1032	1013	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1122	1101	174

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1835	638	1275	0	-	0
Stage 1	1188	-	-	-	-	-
Stage 2	647	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 67	419	540	-	-	-
Stage 1	252	-	-	-	-	-
Stage 2	483	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 62	419	540	-	-	-
Mov Cap-2 Maneuver	167	-	-	-	-	-
Stage 1	232	-	-	-	-	-
Stage 2	483	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	47.5	0.5	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	540	-	167	419	-	-
HCM Lane V/C Ratio	0.081	-	0.612	0.06	-	-
HCM Control Delay (s)	12.2	-	55.7	14.1	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.3	-	3.3	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1086	1150	160
Future Vol, veh/h	94	23	40	1086	1150	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1180	1250	174

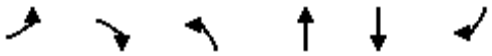
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2013	712	1424	0	-	0
Stage 1	1337	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 51	375	474	-	-	-
Stage 1	210	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 46	375	474	-	-	-
Mov Cap-2 Maneuver	140	-	-	-	-	-
Stage 1	191	-	-	-	-	-
Stage 2	467	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	67.4	0.5	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	474	-	140	375	-	-
HCM Lane V/C Ratio	0.092	-	0.73	0.067	-	-
HCM Control Delay (s)	13.4	-	80.1	15.3	-	-
HCM Lane LOS	B	-	F	C	-	-
HCM 95th %tile Q(veh)	0.3	-	4.3	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

2030 Future Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	176	181	251	796	820	235
Future Volume (veh/h)	176	181	251	796	820	235
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	191	197	273	865	891	255
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	352	313	365	1901	1459	417
Arrive On Green	0.20	0.20	0.53	0.53	0.53	0.53
Sat Flow, veh/h	1781	1585	491	3647	2821	779
Grp Volume(v), veh/h	191	197	273	865	580	566
Grp Sat Flow(s),veh/h/ln	1781	1585	491	1777	1777	1730
Q Serve(g_s), s	3.2	3.8	10.4	5.0	7.6	7.6
Cycle Q Clear(g_c), s	3.2	3.8	18.0	5.0	7.6	7.6
Prop In Lane	1.00	1.00	1.00			0.45
Lane Grp Cap(c), veh/h	352	313	365	1901	950	925
V/C Ratio(X)	0.54	0.63	0.75	0.46	0.61	0.61
Avail Cap(c_a), veh/h	953	848	365	1901	950	925
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.1	12.4	13.9	4.8	5.4	5.4
Incr Delay (d2), s/veh	1.3	2.1	13.1	0.8	2.9	3.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	1.2	3.0	0.8	1.6	1.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.4	14.4	27.0	5.6	8.3	8.4
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	388			1138	1146	
Approach Delay, s/veh	13.9			10.7	8.4	
Approach LOS	B			B	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		11.2		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.8		9.6
Green Ext Time (p_c), s		0.0		1.0		4.4

Intersection Summary	
HCM 6th Ctrl Delay	10.2
HCM 6th LOS	B

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	969	1044	25
Future Vol, veh/h	81	11	3	969	1044	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	1053	1135	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1668	568	1162	0	-	0
Stage 1	1135	-	-	-	-	-
Stage 2	533	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 87	466	597	-	-	-
Stage 1	269	-	-	-	-	-
Stage 2	553	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 87	466	597	-	-	-
Mov Cap-2 Maneuver	198	-	-	-	-	-
Stage 1	268	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	36	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	597	-	213	-	-
HCM Lane V/C Ratio	0.005	-	0.469	-	-
HCM Control Delay (s)	11.1	-	36	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.4

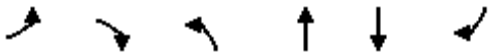
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	1047	1061	25
Future Vol, veh/h	76	8	3	1047	1061	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	1138	1153	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1742	590	1180	0	-	0
Stage 1	1167	-	-	-	-	-
Stage 2	575	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 78	451	588	-	-	-
Stage 1	258	-	-	-	-	-
Stage 2	526	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 78	451	588	-	-	-
Mov Cap-2 Maneuver	188	-	-	-	-	-
Stage 1	257	-	-	-	-	-
Stage 2	526	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	37.6	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	588	-	199	-	-
HCM Lane V/C Ratio	0.006	-	0.459	-	-
HCM Control Delay (s)	11.2	-	37.6	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	71	18	33	1047	903	115
Future Volume (veh/h)	71	18	33	1047	903	115
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	20	36	1138	982	125
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	165	147	460	2150	1918	244
Arrive On Green	0.09	0.09	0.60	0.60	0.60	0.60
Sat Flow, veh/h	1781	1585	509	3647	3265	403
Grp Volume(v), veh/h	77	20	36	1138	550	557
Grp Sat Flow(s),veh/h/ln	1781	1585	509	1777	1777	1798
Q Serve(g_s), s	1.2	0.3	1.3	5.5	5.3	5.3
Cycle Q Clear(g_c), s	1.2	0.3	6.6	5.5	5.3	5.3
Prop In Lane	1.00	1.00	1.00			0.22
Lane Grp Cap(c), veh/h	165	147	460	2150	1075	1087
V/C Ratio(X)	0.47	0.14	0.08	0.53	0.51	0.51
Avail Cap(c_a), veh/h	1077	959	460	2150	1075	1087
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.4	5.2	3.4	3.4	3.4
Incr Delay (d2), s/veh	2.0	0.4	0.3	0.9	1.7	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.1	0.1	0.3	0.5	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.8	12.8	5.6	4.4	5.1	5.1
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	97			1174	1107	
Approach Delay, s/veh	14.4			4.4	5.1	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		7.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		8.6		3.2		7.3
Green Ext Time (p_c), s		5.2		0.2		5.0

Intersection Summary		
HCM 6th Ctrl Delay		5.1
HCM 6th LOS		A

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	1107	1011	85
Future Vol, veh/h	50	7	11	1107	1011	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1203	1099	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1725	550	1191	0	-	0
Stage 1	1099	-	-	-	-	-
Stage 2	626	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	80	479	582	-	-	-
Stage 1	281	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	78	479	582	-	-	-
Mov Cap-2 Maneuver	193	-	-	-	-	-
Stage 1	275	-	-	-	-	-
Stage 2	495	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	29.5	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	582	-	208	-	-
HCM Lane V/C Ratio	0.021	-	0.298	-	-
HCM Control Delay (s)	11.3	-	29.5	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.2	-	-

Intersection	
Int Delay, s/veh	0.8

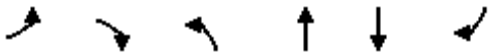
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1147	1091	84
Future Vol, veh/h	47	5	10	1147	1091	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1247	1186	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1878	639	1277	0	-	0
Stage 1	1232	-	-	-	-	-
Stage 2	646	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	63	419	540	-	-	-
Stage 1	238	-	-	-	-	-
Stage 2	484	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	62	419	540	-	-	-
Mov Cap-2 Maneuver	168	-	-	-	-	-
Stage 1	233	-	-	-	-	-
Stage 2	484	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	34.4	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	540	-	178	-	-
HCM Lane V/C Ratio	0.02	-	0.318	-	-
HCM Control Delay (s)	11.8	-	34.4	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

2030 Future Year with Project Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	176	181	251	820	892	235
Future Volume (veh/h)	176	181	251	820	892	235
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	191	197	273	891	970	255
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	352	313	344	1901	1490	391
Arrive On Green	0.20	0.20	0.53	0.53	0.53	0.53
Sat Flow, veh/h	1781	1585	455	3647	2879	730
Grp Volume(v), veh/h	191	197	273	891	618	607
Grp Sat Flow(s),veh/h/ln	1781	1585	455	1777	1777	1739
Q Serve(g_s), s	3.2	3.8	9.6	5.2	8.3	8.4
Cycle Q Clear(g_c), s	3.2	3.8	18.0	5.2	8.3	8.4
Prop In Lane	1.00	1.00	1.00			0.42
Lane Grp Cap(c), veh/h	352	313	344	1901	950	930
V/C Ratio(X)	0.54	0.63	0.79	0.47	0.65	0.65
Avail Cap(c_a), veh/h	953	848	344	1901	950	930
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.1	12.4	14.5	4.9	5.6	5.6
Incr Delay (d2), s/veh	1.3	2.1	17.1	0.8	3.4	3.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	1.2	3.3	0.8	1.9	1.8
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.4	14.4	31.6	5.7	9.0	9.2
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	388			1164	1225	
Approach Delay, s/veh	13.9			11.8	9.1	
Approach LOS	B			B	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		11.2		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		20.0		5.8		10.4
Green Ext Time (p_c), s		0.0		1.0		4.4

Intersection Summary	
HCM 6th Ctrl Delay	10.9
HCM 6th LOS	B

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	81	11	3	993	1116	25
Future Vol, veh/h	81	11	3	993	1116	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	12	3	1079	1213	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1759	607	1240	0	-	0
Stage 1	1213	-	-	-	-	-
Stage 2	546	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 76	439	557	-	-	-
Stage 1	244	-	-	-	-	-
Stage 2	544	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 76	439	557	-	-	-
Mov Cap-2 Maneuver	182	-	-	-	-	-
Stage 1	243	-	-	-	-	-
Stage 2	544	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	41.1	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	557	-	196	-	-
HCM Lane V/C Ratio	0.006	-	0.51	-	-
HCM Control Delay (s)	11.5	-	41.1	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.6	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	76	8	3	1071	1133	25
Future Vol, veh/h	76	8	3	1071	1133	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	83	9	3	1164	1232	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1834	630	1259	0	-	0
Stage 1	1246	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 67	424	548	-	-	-
Stage 1	234	-	-	-	-	-
Stage 2	518	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 67	424	548	-	-	-
Mov Cap-2 Maneuver	172	-	-	-	-	-
Stage 1	233	-	-	-	-	-
Stage 2	518	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	43.2	0	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	548	-	182	-	-
HCM Lane V/C Ratio	0.006	-	0.502	-	-
HCM Control Delay (s)	11.6	-	43.2	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0	-	2.5	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	6.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1135	1122	48
Future Vol, veh/h	145	36	12	1135	1122	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1234	1220	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1889	636	1272	0	-	0
Stage 1	1246	-	-	-	-	-
Stage 2	643	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 62	421	542	-	-	-
Stage 1	234	-	-	-	-	-
Stage 2	485	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 61	421	542	-	-	-
Mov Cap-2 Maneuver	165	-	-	-	-	-
Stage 1	228	-	-	-	-	-
Stage 2	485	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	94.3	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	542	-	165	421	-	-
HCM Lane V/C Ratio	0.024	-	0.955	0.093	-	-
HCM Control Delay (s)	11.8	-	114.1	14.4	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	7.2	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	7.3

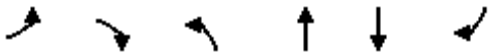
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	145	36	12	1268	1134	48
Future Vol, veh/h	145	36	12	1268	1134	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	158	39	13	1378	1233	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1974	643	1285	0	-	0
Stage 1	1259	-	-	-	-	-
Stage 2	715	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 54	416	536	-	-	-
Stage 1	231	-	-	-	-	-
Stage 2	446	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 53	416	536	-	-	-
Mov Cap-2 Maneuver	158	-	-	-	-	-
Stage 1	225	-	-	-	-	-
Stage 2	446	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	105.8	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	536	-	158	416	-	-
HCM Lane V/C Ratio	0.024	-	0.998	0.094	-	-
HCM Control Delay (s)	11.9	-	128.4	14.6	-	-
HCM Lane LOS	B	-	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	7.7	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	71	18	33	1127	949	115
Future Volume (veh/h)	71	18	33	1127	949	115
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	20	36	1225	1032	125
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	165	147	444	2150	1930	234
Arrive On Green	0.09	0.09	0.60	0.60	0.60	0.60
Sat Flow, veh/h	1781	1585	486	3647	3285	386
Grp Volume(v), veh/h	77	20	36	1225	574	583
Grp Sat Flow(s),veh/h/ln	1781	1585	486	1777	1777	1801
Q Serve(g_s), s	1.2	0.3	1.4	6.2	5.6	5.6
Cycle Q Clear(g_c), s	1.2	0.3	7.0	6.2	5.6	5.6
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	165	147	444	2150	1075	1089
V/C Ratio(X)	0.47	0.14	0.08	0.57	0.53	0.53
Avail Cap(c_a), veh/h	1077	959	444	2150	1075	1089
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.4	5.5	3.5	3.4	3.4
Incr Delay (d2), s/veh	2.0	0.4	0.4	1.1	1.9	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.1	0.1	0.3	0.6	0.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.8	12.8	5.8	4.6	5.3	5.3
LnGrp LOS	B	B	A	A	A	A
Approach Vol, veh/h	97			1261	1157	
Approach Delay, s/veh	14.4			4.7	5.3	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		7.3		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		9.0		3.2		7.6
Green Ext Time (p_c), s		5.4		0.2		5.1

Intersection Summary		
HCM 6th Ctrl Delay		5.4
HCM 6th LOS		A

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	7	11	1187	1057	85
Future Vol, veh/h	50	7	11	1187	1057	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	8	12	1290	1149	92

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1818	575	1241	0	-	0
Stage 1	1149	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	69	461	557	-	-	-
Stage 1	264	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	67	461	557	-	-	-
Mov Cap-2 Maneuver	180	-	-	-	-	-
Stage 1	258	-	-	-	-	-
Stage 2	471	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	31.8	0.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	557	-	195	-	-
HCM Lane V/C Ratio	0.021	-	0.318	-	-
HCM Control Delay (s)	11.6	-	31.8	-	-
HCM Lane LOS	B	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	1.3	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	5	10	1227	1137	84
Future Vol, veh/h	47	5	10	1227	1137	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	5	11	1334	1236	91

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1971	664	1327	0	-	0
Stage 1	1282	-	-	-	-	-
Stage 2	689	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	55	403	516	-	-	-
Stage 1	224	-	-	-	-	-
Stage 2	460	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	54	403	516	-	-	-
Mov Cap-2 Maneuver	156	-	-	-	-	-
Stage 1	219	-	-	-	-	-
Stage 2	460	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	37.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	516	-	166	-	-
HCM Lane V/C Ratio	0.021	-	0.34	-	-
HCM Control Delay (s)	12.1	-	37.5	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	-	-

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1234	1198	160
Future Vol, veh/h	94	23	40	1234	1198	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1341	1302	174

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2146	738	1476	0	-	0
Stage 1	1389	-	-	-	-	-
Stage 2	757	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 41	360	452	-	-	-
Stage 1	196	-	-	-	-	-
Stage 2	424	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 37	360	452	-	-	-
Mov Cap-2 Maneuver	128	-	-	-	-	-
Stage 1	177	-	-	-	-	-
Stage 2	424	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	81.8	0.4	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	452	-	128	360	-	-
HCM Lane V/C Ratio	0.096	-	0.798	0.069	-	-
HCM Control Delay (s)	13.8	-	98	15.7	-	-
HCM Lane LOS	B	-	F	C	-	-
HCM 95th %tile Q(veh)	0.3	-	4.8	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	94	23	40	1288	1335	160
Future Vol, veh/h	94	23	40	1288	1335	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	25	43	1400	1451	174

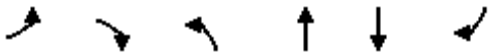
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2324	813	1625	0	-	0
Stage 1	1538	-	-	-	-	-
Stage 2	786	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 31	322	396	-	-	-
Stage 1	163	-	-	-	-	-
Stage 2	410	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 28	322	396	-	-	-
Mov Cap-2 Maneuver	107	-	-	-	-	-
Stage 1	145	-	-	-	-	-
Stage 2	410	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	123.2	0.5	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	396	-	107	322	-	-
HCM Lane V/C Ratio	0.11	-	0.955	0.078	-	-
HCM Control Delay (s)	15.2	-	149.2	17.1	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.4	-	5.9	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

2045 Future Year Traffic Analysis



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	46	28	67	1631	1407	48
Future Volume (veh/h)	46	28	67	1631	1407	48
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	50	30	73	1773	1529	52
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	145	129	346	2176	2147	73
Arrive On Green	0.08	0.08	0.61	0.61	0.61	0.61
Sat Flow, veh/h	1781	1585	324	3647	3600	119
Grp Volume(v), veh/h	50	30	73	1773	773	808
Grp Sat Flow(s),veh/h/ln	1781	1585	324	1777	1777	1849
Q Serve(g_s), s	0.8	0.5	5.9	11.3	8.8	8.8
Cycle Q Clear(g_c), s	0.8	0.5	14.7	11.3	8.8	8.8
Prop In Lane	1.00	1.00	1.00			0.06
Lane Grp Cap(c), veh/h	145	129	346	2176	1088	1132
V/C Ratio(X)	0.34	0.23	0.21	0.81	0.71	0.71
Avail Cap(c_a), veh/h	1091	970	346	2176	1088	1132
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.8	12.6	9.0	4.4	3.9	3.9
Incr Delay (d2), s/veh	1.4	0.9	1.4	3.5	3.9	3.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.2	0.4	1.1	1.2	1.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	14.2	13.5	10.4	7.9	7.9	7.8
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	80			1846	1581	
Approach Delay, s/veh	13.9			8.0	7.8	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		22.5		6.9		22.5
Change Period (Y+Rc), s		4.5		4.5		4.5
Max Green Setting (Gmax), s		18.0		18.0		18.0
Max Q Clear Time (g_c+I1), s		16.7		2.8		10.8
Green Ext Time (p_c), s		1.1		0.1		5.2

Intersection Summary	
HCM 6th Ctrl Delay	8.1
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	8	14	1663	1447	35
Future Vol, veh/h	21	8	14	1663	1447	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	9	15	1808	1573	38

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2507	787	1611	0	-	0
Stage 1	1573	-	-	-	-	-
Stage 2	934	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	23	334	401	-	-	-
Stage 1	156	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 22	334	401	-	-	-
Mov Cap-2 Maneuver	104	-	-	-	-	-
Stage 1	150	-	-	-	-	-
Stage 2	343	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	42.1	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	401	-	128	-	-
HCM Lane V/C Ratio	0.038	-	0.246	-	-
HCM Control Delay (s)	14.3	-	42.1	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

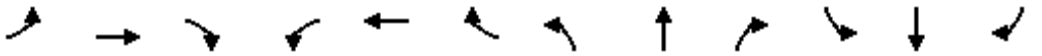
Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	7	12	1672	1475	36
Future Vol, veh/h	19	7	12	1672	1475	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	8	13	1817	1603	39

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2558	821	1642	0	-	0
Stage 1	1623	-	-	-	-	-
Stage 2	935	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	22	318	390	-	-	-
Stage 1	147	-	-	-	-	-
Stage 2	342	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	21	318	390	-	-	-
Mov Cap-2 Maneuver	99	-	-	-	-	-
Stage 1	142	-	-	-	-	-
Stage 2	342	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	43.2	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	390	-	122	-	-
HCM Lane V/C Ratio	0.033	-	0.232	-	-
HCM Control Delay (s)	14.6	-	43.2	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.8	-	-

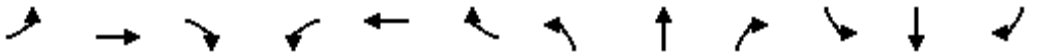


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	112	187	36	114	32	169	1488	34	32	1288	182
Future Volume (veh/h)	172	112	187	36	114	32	169	1488	34	32	1288	182
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	187	122	203	39	124	35	184	1617	37	35	1400	198
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	370	593	264	317	454	203	273	1694	756	189	1545	689
Arrive On Green	0.08	0.17	0.17	0.04	0.13	0.13	0.08	0.48	0.48	0.04	0.43	0.43
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	187	122	203	39	124	35	184	1617	37	35	1400	198
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.0	1.9	7.8	1.2	2.0	1.3	3.6	28.0	0.8	0.7	23.5	5.2
Cycle Q Clear(g_c), s	5.0	1.9	7.8	1.2	2.0	1.3	3.6	28.0	0.8	0.7	23.5	5.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	370	593	264	317	454	203	273	1694	756	189	1545	689
V/C Ratio(X)	0.51	0.21	0.77	0.12	0.27	0.17	0.67	0.95	0.05	0.19	0.91	0.29
Avail Cap(c_a), veh/h	370	999	446	386	999	446	273	1694	756	264	1545	689
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.9	23.0	25.5	22.7	25.2	24.9	14.2	16.1	9.0	14.7	16.9	11.7
Incr Delay (d2), s/veh	1.1	0.2	4.7	0.2	0.3	0.4	6.4	13.5	0.1	0.5	9.2	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	0.7	0.3	0.5	0.8	0.5	1.6	12.0	0.3	0.2	9.7	1.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.0	23.2	30.1	22.9	25.5	25.3	20.6	29.5	9.1	15.2	26.1	12.7
LnGrp LOS	C	C	C	C	C	C	C	C	A	B	C	B
Approach Vol, veh/h		512			198			1838			1633	
Approach Delay, s/veh		26.2			25.0			28.2			24.3	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.8	35.0	7.0	15.2	9.5	32.3	9.5	12.7
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s	2.7	30.0	3.2	9.8	5.6	25.5	7.0	4.0
Green Ext Time (p_c), s	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.6

Intersection Summary	
HCM 6th Ctrl Delay	26.3
HCM 6th LOS	C

2045 Future Year with Project Traffic Analysis



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	66	5	28	3	6	20	67	1657	3	11	1419	60
Future Volume (veh/h)	66	5	28	3	6	20	67	1657	3	11	1419	60
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	5	30	3	7	22	73	1801	3	12	1542	65
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	162	21	126	68	15	47	229	1812	3	201	1729	73
Arrive On Green	0.09	0.09	0.09	0.04	0.04	0.04	0.50	0.50	0.50	0.50	0.50	0.50
Sat Flow, veh/h	1781	231	1389	1781	397	1248	316	3640	6	261	3475	146
Grp Volume(v), veh/h	72	0	35	3	0	29	73	879	925	12	786	821
Grp Sat Flow(s),veh/h/ln	1781	0	1620	1781	0	1646	316	1777	1869	261	1777	1844
Q Serve(g_s), s	1.4	0.0	0.7	0.1	0.0	0.6	3.4	17.8	17.8	0.2	14.4	14.6
Cycle Q Clear(g_c), s	1.4	0.0	0.7	0.1	0.0	0.6	18.0	17.8	17.8	18.0	14.4	14.6
Prop In Lane	1.00		0.86	1.00		0.76	1.00		0.00	1.00		0.08
Lane Grp Cap(c), veh/h	162	0	148	68	0	63	229	884	930	201	884	918
V/C Ratio(X)	0.44	0.00	0.24	0.04	0.00	0.46	0.32	0.99	0.99	0.06	0.89	0.89
Avail Cap(c_a), veh/h	887	0	806	887	0	819	229	884	930	201	884	918
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.6	0.0	15.3	16.8	0.0	17.0	17.4	9.0	9.0	18.1	8.2	8.2
Incr Delay (d2), s/veh	1.9	0.0	0.8	0.3	0.0	5.3	3.6	28.8	28.2	0.6	13.0	13.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	0.3	0.0	0.0	0.3	0.7	10.1	10.4	0.1	5.6	5.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	17.5	0.0	16.1	17.0	0.0	22.3	21.0	37.9	37.2	18.6	21.1	21.3
LnGrp LOS	B	A	B	B	A	C	C	D	D	B	C	C
Approach Vol, veh/h		107			32			1877			1619	
Approach Delay, s/veh		17.0			21.8			36.9			21.2	
Approach LOS		B			C			D			C	

Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		22.5		7.8		22.5		5.9				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		18.0		18.0		18.0		18.0				
Max Q Clear Time (g_c+I1), s		20.0		3.4		20.0		2.6				
Green Ext Time (p_c), s		0.0		0.3		0.0		0.1				

Intersection Summary												
HCM 6th Ctrl Delay			29.2									
HCM 6th LOS			C									

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	8	14	1723	1482	35
Future Vol, veh/h	21	8	14	1723	1482	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	50
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	9	15	1873	1611	38

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2578	806	1649	0	-	0
Stage 1	1611	-	-	-	-	-
Stage 2	967	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 21	325	388	-	-	-
Stage 1	149	-	-	-	-	-
Stage 2	329	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 20	325	388	-	-	-
Mov Cap-2 Maneuver	99	-	-	-	-	-
Stage 1	143	-	-	-	-	-
Stage 2	329	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	44.5	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	388	-	122	-	-
HCM Lane V/C Ratio	0.039	-	0.258	-	-
HCM Control Delay (s)	14.7	-	44.5	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.4

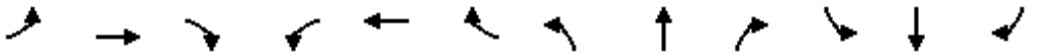
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	19	7	12	1732	1510	36
Future Vol, veh/h	19	7	12	1732	1510	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	50	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	8	13	1883	1641	39

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2629	840	1680	0	-	0
Stage 1	1661	-	-	-	-	-
Stage 2	968	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 19	309	377	-	-	-
Stage 1	140	-	-	-	-	-
Stage 2	329	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 18	309	377	-	-	-
Mov Cap-2 Maneuver	94	-	-	-	-	-
Stage 1	135	-	-	-	-	-
Stage 2	329	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	45.8	0.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	377	-	116	-	-
HCM Lane V/C Ratio	0.035	-	0.244	-	-
HCM Control Delay (s)	14.9	-	45.8	-	-
HCM Lane LOS	B	-	E	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	120	203	36	126	40	197	1520	34	37	1307	182
Future Volume (veh/h)	172	120	203	36	126	40	197	1520	34	37	1307	182
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	187	130	221	39	137	43	214	1652	37	40	1421	198
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	378	633	282	325	494	220	264	1641	732	183	1505	671
Arrive On Green	0.08	0.18	0.18	0.04	0.14	0.14	0.08	0.46	0.46	0.04	0.42	0.42
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	187	130	221	39	137	43	214	1652	37	40	1421	198
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.0	2.0	8.5	1.2	2.2	1.5	4.4	29.6	0.8	0.8	24.6	5.3
Cycle Q Clear(g_c), s	5.0	2.0	8.5	1.2	2.2	1.5	4.4	29.6	0.8	0.8	24.6	5.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	378	633	282	325	494	220	264	1641	732	183	1505	671
V/C Ratio(X)	0.50	0.21	0.78	0.12	0.28	0.20	0.81	1.01	0.05	0.22	0.94	0.29
Avail Cap(c_a), veh/h	378	999	446	395	999	446	264	1641	732	252	1505	671
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.3	22.4	25.1	22.1	24.7	24.4	14.7	17.2	9.5	15.2	17.7	12.2
Incr Delay (d2), s/veh	1.0	0.2	4.7	0.2	0.3	0.4	17.1	23.8	0.1	0.6	13.3	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.8	3.3	0.5	0.9	0.6	2.6	14.9	0.3	0.3	10.9	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.3	22.6	29.9	22.3	25.0	24.8	31.8	41.0	9.6	15.8	31.0	13.3
LnGrp LOS	C	C	C	C	C	C	C	F	A	B	C	B
Approach Vol, veh/h		538			219			1903			1659	
Approach Delay, s/veh		25.8			24.5			39.4			28.5	
Approach LOS		C			C			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	7.0	34.1	7.0	15.9	9.5	31.6	9.5	13.4
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s	2.8	31.6	3.2	10.5	6.4	26.6	7.0	4.2
Green Ext Time (p_c), s	0.0	0.0	0.0	0.9	0.0	0.0	0.0	0.7

Intersection Summary	
HCM 6th Ctrl Delay	32.8
HCM 6th LOS	C

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	12	20	1712	1514	40
Future Vol, veh/h	23	12	20	1712	1514	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	13	22	1861	1646	43

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2643	845	1689	0	-	0
Stage 1	1668	-	-	-	-	-
Stage 2	975	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 19	306	374	-	-	-
Stage 1	139	-	-	-	-	-
Stage 2	326	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 18	306	374	-	-	-
Mov Cap-2 Maneuver	92	-	-	-	-	-
Stage 1	131	-	-	-	-	-
Stage 2	326	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	44.1	0.2	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	374	-	92	306	-	-
HCM Lane V/C Ratio	0.058	-	0.272	0.043	-	-
HCM Control Delay (s)	15.2	-	58.1	17.3	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.2	-	1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	12	20	1715	1542	80
Future Vol, veh/h	47	12	20	1715	1542	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	13	22	1864	1676	87

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2696	882	1763	0	-	0
Stage 1	1720	-	-	-	-	-
Stage 2	976	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	~ 17	289	350	-	-	-
Stage 1	130	-	-	-	-	-
Stage 2	326	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 16	289	350	-	-	-
Mov Cap-2 Maneuver	87	-	-	-	-	-
Stage 1	122	-	-	-	-	-
Stage 2	326	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	78.1	0.2	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	350	-	87	289	-	-
HCM Lane V/C Ratio	0.062	-	0.587	0.045	-	-
HCM Control Delay (s)	16	-	93.4	18	-	-
HCM Lane LOS	C	-	F	C	-	-
HCM 95th %tile Q(veh)	0.2	-	2.7	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	483	485	20	12	47
Future Vol, veh/h	80	483	485	20	12	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	87	525	527	22	13	51

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	549	0	-	0	964	264
Stage 1	-	-	-	-	527	-
Stage 2	-	-	-	-	437	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1017	-	-	-	253	734
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	619	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1017	-	-	-	231	734
Mov Cap-2 Maneuver	-	-	-	-	359	-
Stage 1	-	-	-	-	509	-
Stage 2	-	-	-	-	619	-

Approach	EB	WB	SB
HCM Control Delay, s	1.3	0	11.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1017	-	-	-	605
HCM Lane V/C Ratio	0.086	-	-	-	0.106
HCM Control Delay (s)	8.9	-	-	-	11.7
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.3	-	-	-	0.4

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBT	WBT	WBR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	119	551	512	20	12	70
Future Vol, veh/h	119	551	512	20	12	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	100	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	129	599	557	22	13	76

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	579	0	-	0	1115	279
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	558	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	991	-	-	-	202	718
Stage 1	-	-	-	-	537	-
Stage 2	-	-	-	-	537	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	991	-	-	-	176	718
Mov Cap-2 Maneuver	-	-	-	-	308	-
Stage 1	-	-	-	-	467	-
Stage 2	-	-	-	-	537	-

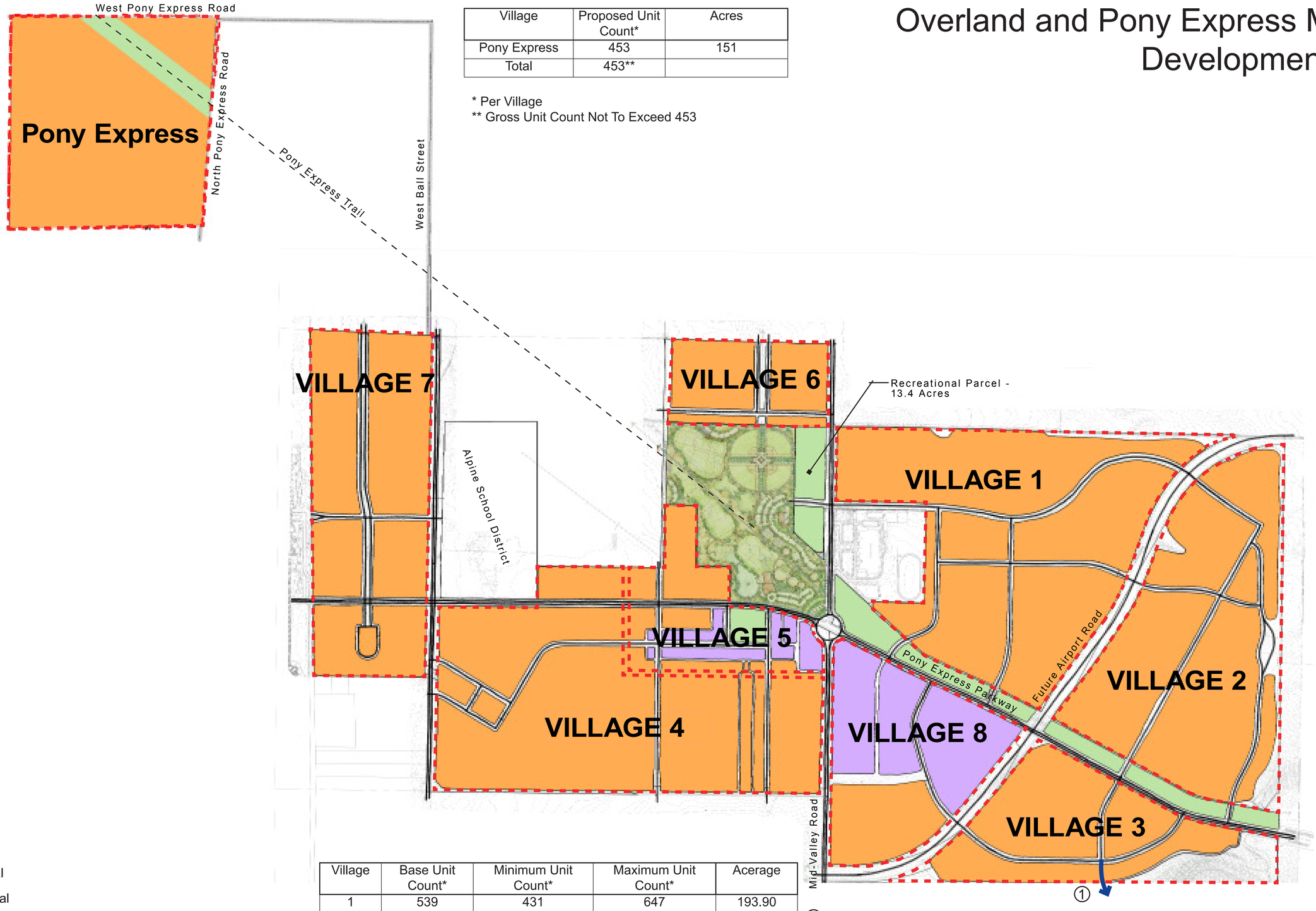
Approach	EB	WB	SW
HCM Control Delay, s	1.6	0	12
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SWLn1
Capacity (veh/h)	991	-	-	-	601
HCM Lane V/C Ratio	0.131	-	-	-	0.148
HCM Control Delay (s)	9.2	-	-	-	12
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.4	-	-	-	0.5

Overland and Pony Express Master Development Plan

Village	Proposed Unit Count*	Acres
Pony Express	453	151
Total	453**	

* Per Village
** Gross Unit Count Not To Exceed 453



Legend

- Residential
- Commercial
- Park (Refer to ARMDA for details on other parks and trails)

Village	Base Unit Count*	Minimum Unit Count*	Maximum Unit Count*	Acerage
1	539	431	647	193.90
2	675	540	743	167.12
3	366	293	439	90.26
4	600	480	660	201.22
5	489	391	538	55.45
6	355	284	426	59.53
7	496	397	546	127.89
8	280	224	336	90.88
Total	3,800**			

* Per Village
** Gross Unit Count Not To Exceed 3,800

① HIDDEN VALLEY ROAD LOCATION SUBJECT TO FUTURE VILLAGE PLAN APPROVALS

*Concept Subject To Change per ARMDA

N

Langvardt Design Group

IVORY HOMES

Overland
Eagle Mountain City, Utah
December 2017

Legend

Trails - 10' Width

0 150 300 600 900

SCALE: 1"=300'

Overland Master Trails Plan

LANGVARDT DESIGN GROUP

IVORY HOMES

Overland
Eagle Mountain City, Utah
November 2017

EXHIBIT E

Parks & Open Space Examples

LARGE PARK EXAMPLE:

Bellevue Park
(Draper City, 5 acre park)



LARGE PARK EXAMPLE:

Ivory Ridge Park
(Lehi City, 10 acre park)



MEDIUM PARK EXAMPLE:

Monterey Estates Park
(Syracuse City, 3 acre park)



MEDIUM PARK EXAMPLE:

Colony Pointe Park
(Lehi City, 5 acre park)



SMAL PARK EXAMPLE:

(Lehi City, 2 acre park and Club Ivory)



SMALL PARK EXAMPLE:

Tuscan Estates Park
(South Ogden City, 2 acre park)



EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

October 13, 2020, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 PM Work Session – Electronic Meeting via Lifesize

COMMISSION MEMBERS PRESENT: Matthew Everett, Christopher Pengra, Rich Wood, and Brett Wright. Commissioner Erin Wells was excused.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; City Attorney, Jeremy Cook; Deputy Sheriff, Jim Bingham; and Jeanie West, Community Improvement Office.

Commissioner Wood called the work session to order at 5:35 p.m.

1. Discussion Items

1.A. DISCUSSION ITEM – Proposed Code Amendment for Accessory Apartments

Planner Jessa Porter presented the item. She explained the amendments are to clarify standards to facilitate proper code enforcement and to simplify the application process for accessory apartments.

Commissioner Everett inquired regarding the reasons for requiring a notarized letter.

City Recorder Fionnuala Kofoed explained the purpose of the notarizing requirement is for the applicant to acknowledge and agree to the terms of the document. If the document serves as a jurat, the applicant is swearing to the information within the document and agreeing to those terms to use the accessory dwelling as permitted. The Recorder's Office intends to record the documents against the property. She stated the Recorder's Office records the installation of secondary kitchens and accessory apartments have similar documentation.

Discussion ensued regarding amending the verbiage from "letter" to "form" or "document" to clarify the purpose and function of the documentation.

Commissioner Everett stated that as a former notary, he did not believe the form required either an acknowledgment or jurat notarial act. He asked if the notarization could be removed to simplify the process.

Ms. Kofoed stated that the Recorder's Office records a document against the property to certify the approval of an accessory apartment on the property. Should the owners sell the property, the approval remains with the property and future owners would be provided the accessory apartment documentation when a title report is pulled for the property. Requiring the notarization provides

recorded documentation certifying the proper approval process steps occurred. She recommended for EMMC 17.70.070 to be amended to allow the documentation to remain with the property rather than expiring with the transfer of the property.

Commissioner Pengra said the notarization provides a layer of protection for the City as it attests to the identity of the individual signing the documentation, but he expressed his willingness to waive the requirement if preferred by the other Commissioners. He expressed concern that should the property ownership transfer, the new owner would not have attested to the terms of the original agreement.

Ms. Kofoed stated notice of terms and approval would be provided to the new owners in hopes the new owner will adhere to the original terms. If the document expires and does not transfer, it becomes more difficult to track and manage.

Commissioner Wood stated that other Utah cities regulate accessory apartments through rental licenses that do not transfer with the property, although he is unsure how compliance is regulated. He noted the increased difficulties for the Recorder's Office to monitor properties should the documentation expire.

Ms. Kofoed stated she feels strongly that the Recorder's Office should record the accessory apartment, in addition to secondary kitchens, as the apartment has the potential for greater concerns and impacts.

Community Development Director/Assistant City Administrator Steve Mumford stated staff is examining processes and Municipal Code standards for landlord licensing for all property rentals. Staff desires to obtain landlord contact information to facilitate standard information and enforcement without creating onerous standards.

Commissioner Everett suggested allowing a Planning Department designee to approve accessory apartment applications in addition to the Planning Director or Planning Commission and inquired if a timeframe should be set to require a tiny home with a revoked license to be removed from the property.

Long-Range Planning Manager Pete Kane explained that the standards in EMMC 17.70.090 Noncompliance include a 14-day timeframe to resolve non-compliance concerns that would apply to the removal of a tiny home. He recommended adding the conditions of removal to that section to apply to all uses not specifically tiny homes.

Commissioner Wood advocated for separate removal standards for tiny homes because tiny homes are required to have wheels and accessory dwellings are generally permanent structures.

Mr. Kane clarified that removing the tiny home from the property would be a requirement to resolve noncompliance.

Commissioner Wright requested that the Planning Commission consider making tiny homes a special use in order to increase the City's ability and flexibility to govern and set specific, clear criteria for the use and to ensure tiny homes are held to the same standards as similar uses.

Commissioner Wood concurred with making tiny homes a special use as he was not in favor of permitting tiny homes and desired to discourage the use. He recommended prohibiting tiny homes in the Foothill Residential (FR) and RD2 zones and advocated for only permitting tiny homes on properties one acre or larger to be in line with the previous standards.

Commissioner Everett suggested allowing tiny homes on lots one acre or larger within the FR and RD2 zones.

Discussion ensued regarding the desired acreage minimum to allow tiny homes and associated concerns.

Mr. Mumford clarified that in previous standards, accessory apartments were permitted on properties greater than one acre. He stated the City Council expressed the desire to permit accessory apartments on lots 8,000 square feet or larger in order to permit apartments above detached garages; however, tiny homes were not a part of that discussion. He explained that generally, a detached single-family dwelling is a house and staff will amend the verbiage in the chapter to clarify the definition of an accessory apartment.

Commissioner Pengra expressed concern regarding adopting standards that increase the burden of staff and advocating determining if the City has adequate resources to devote to enforcement prior to implementing standard requirements. He supported permitting detached mobile units on half-acre or larger lots if the allowance is amenable to the City Council. He did not support requiring a homeowners' association (HOA) compliance letter. He prefers for the City to not be involved and allow the HOA to address issues directly with the homeowner. He advocated for tiny homes to have the same standards as other detached rental properties as they serve a similar purpose.

Commissioner Wood stated detached rental structures and placement have a greater impact on the residents and property than home additions.

Commissioner Pengra concurred that detached structures have increased impact and require a variance in standard criteria; however, he believes that all accessory apartments should have the same application and enforcement standards. He expressed concern that once an accessory apartment is approved, opportunities for issues arise that are difficult to resolve. He said although he recognized that permitting these options could prove problematic for the City, and that due to high housing costs in the State, there is an economic need for a large portion of the population for affordable housing options.

Commissioner Wood requested for the item to return to a future work session.

1.B. DISCUSSION ITEM – Proposed Code Amendment to Remove "Tier" and "Base/Bonus Density" Language

Mr. Kane presented the item and explained that the amendment includes the removal or amendment of all sections of Municipal Code with verbiage referencing "tier" and "bonus/base" density.

Commissioner Wood requested for an amendment to Section 17.10.030 Definitions to the verbiage "Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a hotel/motel," because it is outdated as it excludes short-term rental property practices and due to the transit room tax recently approved by the City Council.

Commissioner Wright suggested adding the verbiage "open space requirements should be met as required in Table 17.25.040" to EMMC 16.35.105 to provide the reference for the specific zones and the associated requirements for improved open space.

Discussion ensued regarding the verbiage addition recommendation and staff was directed to amend the section as recommended by Commissioner Wright.

Commissioner Everett requested clarification regarding EMMC 16.35.100(a) "sidewalks, curbs, and gutters may not be required in an agricultural, RA1, RA2, RD1, RD2, or FR zone developments," and recommended requiring sidewalks, curbs, and gutters in the FR zone developments.

Discussion ensued regarding desired sidewalk, curb, and gutter requirements for rural areas, associated safety concerns, and the option to only require sidewalks, curbs, and gutters along one side of the road or to require improved trails along roadways in rural areas in lieu of sidewalks to facilitate safe pedestrian and equestrian travel.

1.C. DISCUSSION ITEM – Lot Size Transitioning (EMMC 17.60.150)

Mr. Kane explained the City Council discussed the proposed code amendments to EMMC 17.60 during the previous City Council meeting and approved the amendment excluding Section 17.60.150 and requested for the Planning Commission to reexamine the lot size transition table.

Commissioner Wood stated the original lot size transition table was created to implement the tier system to prevent small Tier I lots from being developed adjacent to Tier II lots. As tier language is being removed from Municipal Code, the standards are now outdated. He recommended removing the lot size transition table from the standards and using the compatible residential zoning district transitioning standards to regulate adjacent lot sizes.

Discussion ensued and the Planning Commission directed staff to remove the lot size transitioning table from Municipal Code standards.

Commissioner Wood adjourned the work session at 6:33 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

Commissioner Wood called the policy session to order at 6:43 p.m.

2. Pledge of Allegiance

Ms. Kofoed led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

Commissioner Wright declared that he lives in close proximity to the La Petite Grooming location being discussed in item 6.A. and stated he will maintain objectivity in the discussion and decision for the item.

4. Approval of Meeting Minutes

4.A. September 22, 2020, Planning Commission Minutes

MOTION: ***Commissioner Everett moved to approve the September 22, 2020 Planning Commission Minutes. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.***

5. Status Report

Mr. Kane stated during the October 06, 2020 meeting, the City Council discussed the open space and public facility zones during work session and will appear during policy session of their next meeting. Municipal Code amendments for Master Plan Developments and Agreements will return to the next work session meeting. The City Council expressed concerns regarding the Cascade Collision concept plan due to the parking area's proximity to Tickville Wash. The SilverLake Phase 28 was approved with an exemption for the new garage width standards with instruction to work with the Planning Director to provide additional guest parking and the requirement that future phases of the project will be required to have full-width garages. The Parks and Open Space Master Plan was approved. The amendment to add zoning transition was approved except for EMMC 17.60.150.

6. Action and Advisory Items

6.A. PUBLIC HEARING – La Petite Home Business (Home Business License)

Ms. Kofoed presented the item. She stated she previously was a client of La Petite Grooming Salon; however, she ended her patronage once compliance issues and complaints were reported to the City. Eagle Mountain City supports and encourages local businesses, including assisting home business through City programs. La Petite is a success story with many happy clients. The business has done well in the City, but there have been issues with them growing beyond the scope and capacity of the allowances of their home business license.

Ms. Kofoed presented the history of La Petite Grooming Salon's business license with the City.

The City issued a home business license to the Izatts for La Petite Grooming Salon in April 2015. The approval permitted a maximum of four dogs on the property at one time, no more than 12 clients per hour with a maximum of 24 per day, and two on-premise employees.

The City received the first anonymous complaint in August 2016 regarding the general condition of the property, the smell, and the number of animals on the property and in the salon. An inspection of the property found the business to be in compliance with the conditions of the home business approval and the case was closed.

Later, in December 2018, the City received the first initial complaint from a neighbor that lives adjacent to the Izatt's property. The complaint indicated that La Petite was illegally boarding dogs and that they had not obtained a building permit for the building they were using for grooming. The complaint also stated that there was continuous dog barking, that employees were not observing traffic rules, and that 80 to 100 cars were driving to and from the business on a daily basis. The City followed up on the complaint and observed that there were 13 dogs on the premises and that the grooming salon had been built without the required building permit. The City addressed the issues with the owners and advised them to bring the business into compliance and get the necessary building permit.

Later communication from the adjacent property owner indicated that things had improved, but there were still several concerns regarding the number of dogs on the property and the disposal of waste from the business. According to Mike Izatt, all of the waste generated by the business was removed regularly from the property.

In January 2019, the Izatts communicated that their business had grown, and they were interested in acquiring a conditional use permit to allow them to offer overnight boarding. They were also interested in getting approval for having more than four dogs on the property at one time. With the expansion of their business, they proposed adding a soundproof barrier around the rear and side exterior of the building and moving parking for family and staff to the rear of the building.

The application for a conditional use was placed on hold as the City was in the process of doing some Municipal Code amendments for pet sitting that would not require a conditional use permit. Once the revised standards were adopted, an application for a pet sitting permit was submitted, but it too was placed on hold as staff continued to work with the business owners to remedy the building permit issues. According to inspection reports obtained from the Building Department, the building has not passed final inspection as there were a few minor items that need to be completed; however, all major issues have been completed.

A site visit to the salon in October 2019 determined that wastewater from floor drains, dog washing stations, and sinks from the facility was being improperly discharged into the wash. The Utah County Health Department inspected the property and a notice of violation was issued by the Utah County Attorney's Office. The City received notification from the County that the Health Department signed off on the septic system improvements on July 30, 2020.

Since the City supports local business and is interested in promoting economic development, the initial consensus between staff and the administration was that the City works to find a resolution to keep La Petite operating, while maintaining and protecting the residential characteristics of the community.

Unfortunately, further interactions, complaints, and inspections of the facility showed that the business was continually operating outside of what was approved and is conducive to the residential neighborhood. Staff met with the Izatts on several occasions and expressed concerns regarding the capacity at which the business was operating. The main complaint was the noise, and the Izatts were informed that if that issue was not resolved, it would jeopardize the home business license. The sound barrier that Mr. Izatt proposed to build, to mitigate the noise, was never constructed to the specifications or standards he suggested.

Staff recommended that the business operate within the parameters of the Code or that given the success of the business and how much it had grown, the business should be moved to a commercial location. The owners stated that relocating the business to a commercial site was not an option as they couldn't absorb that cost.

The business license was due for renewal in April 2020, and the applicant failed to file a timely business license renewal application. The City sent notifications in April and August that the license had expired. As the City had not been contacted by the Izatts for business license renewal, the Sheriff's Office issued a cease and desist order on September 1, 2020. On September 8, 2020, La Petite applied for a business license for dog grooming, 12 to 24 dogs a day, not more than two at a time, and three total employees, including the owner. Due to the nuisance component, on September 17, 2020, the City notified La Petite that the license application had been referred to the Planning Commission and no valid business license exists.

Ms. Kofoed stated residents of Cedar Pass Ranch informed the City that La Petite has continued to operate the business after the cease and desist order had been issued. The City advised the Izatts that a continuation of business operation was in violation of the order.

The City does not have documentation of the number of vehicles frequenting the business; however, during visits to the site, Ms. Kofoed and Code Enforcement noted that La Petite was providing dog daycare and boarding, which are not permitted, in addition to grooming, and several site visits revealed that 30 to 50 dogs were on the premises. Determining the number of clients per hour is difficult to calculate due to the three- to four-hour timeframe to groom a dog, in addition to dogs on the premise awaiting pickup after grooming.

Regarding the number of employees, Ms. Kofoed explained that Municipal Code permits staff to approve additional employees, and City Administration determined to allow two employees, rather than force La Petite to terminate employees.

Ms. Kofoed stated that La Petite is well recognized and supported in the community and should be commended for the success of the business they have built and the service they provide to the residents. However, with the escalated complaints of noise and increased traffic to the neighborhood, it is apparent that the current operation is not secondary to the to the primary

residential use of the property, as required by Eagle Mountain Municipal Code, Section 17.65, and is adversely impacting surrounding residents.

Commissioner Wood opened the public hearing at 7:12 p.m.

Mark Lindsay with the Cedar Pass Ranch Homeowners Association Board explained the Board is involved as a representative of the Cedar Pass Ranch residents due to the number of complaints and concerns. He said they have a petition of complaints from seven individuals representing five families regarding La Petite. They provided a letter with documentation of the complaints and verifiable support materials to the City. He reviewed compliance issues including Utah County Sheriff's Office citations, the failed building inspections, violation warnings issued by the City's Code Enforcement, and the wastewater disposal violation issued by the Utah County Attorney. Dog barking preventing sleep is a real problem and the HOA is usually able to resolve issues but has been unable to in this case. Some residents began assisting the Izatts in constructing a sound barrier; however, the project was not completed.

Jamie Lynn Mascherino, resident of Ruby Valley, stated she has had a professional and personal relationship with the Izzats for four years. She has seen the Izzats make multiple changes to their business to limit noise. They bring in the dogs inside when they bark, and the dogs are kenneled at 6:30 p.m. inside a building with soundproofing. She has heard dogs barking from surrounding properties when visiting the Izatts. Additionally, she has been on the property when a Sheriff and external agencies arrived to address noise complaints and there was no barking on the property. She believes it is unfortunate that there has been a breakdown of relationships with adjacent property owners and that the noise complaints are not being made by the nearest neighbors. She requested the Planning Commission take into consideration the letters of support and the services the Izatts provide to the community.

Commissioner Wood read a sampling of the email public comment the City received:

> To the Members of the Eagle Mountain Planning Commission:
>
> We have received notice of a public hearing to consider an application for business license for La Petite Grooming Salon. This letter is in response to the request for public comment and we wish it entered into the record of the hearing.
>
> We would like to share our experience of living next to the business in question as we live immediately adjacent to the Izatt's on the east side and have been their neighbors since they moved to the Cedar Pass Ranch neighborhood in Eagle Mountain several years ago.
>
> In case you are unfamiliar with the location and setting, the Izatt's home sits in the center of their approximately 5.25 acre lot with their business located in an outbuilding that lies at the back of the lot towards the east side of the property (the side adjoining our property). The land immediately behind our properties (and all those located on our street) is owned by Eagle Mountain city and has been set aside as open space and, if we remember correctly, dedicated to wildlife preservation. Therefore, there are only five homes, each sitting on approximately 5.25 acres, within the immediate vicinity of the Izatt's home—with our home being the closest of any to the outbuilding they use for their business.

As their nearest neighbors, we have watched Mike and Emma with interest. Any new venture brings challenges, and Mike and Emma's venture has been no exception. Yet through it all, they have been ever considerate and cheerful as they have quickly addressed neighbors' complaints or concerns.

For example:

When they first moved here, the Izatt's brought in horses only to find that the existing horse corral fence was not sturdy enough nor tall enough to keep one of their horses from jumping the fence onto our property where it promptly ate a row of lilac bushes. We expressed our dismay to Emma and were pleasantly surprised to see a stronger, taller fence installed in short order.

When they first began boarding dogs, we could, at times, hear the dogs barking during the night. When a neighbor complained, the Izatt's went to a lot of work and expense to install sound barriers and to ensure that the dogs would not make noise that might disturb the neighbors.

We sleep on the west end of our house (the side facing the Izatt's property) and leave our bedroom window open at night from mid-May to late October. Michelle has insomnia and often lies awake between the hours of 1 a.m. and 4 a.m. at night. Because of this, we have often taken nighttime strolls around our property on our walking trail that straddles the fence line between our property and theirs. Knowing that the Izatt's often board dogs, we have intentionally listened for noise from the outbuilding and have heard none.

The Izatt's predecessors installed a yard light that used to shine in our bedroom window at night. The Izatt's have been very considerate about making sure that light is turned off at night.

In every instance, they have faced criticism cheerfully and have made every effort to be good neighbors.

In addition, Mike and Emma have been generous with their friendship and have become a source of community pride. They have opened their little farm to neighborhood children, who know that they are welcome at any time to visit and feed the animals. Emma is famous for her dog grooming ability, and she and her dogs have participated in city parades for years. The horses of the legendary Eagle Mountain "headless horseman" and "plague doctor" reside in the Izatt's horse pasture. And Mike has rushed to our aid more than once when we have had accidents or needed help at our house.

Perhaps someone might complain that there is an increase in traffic on our road because of Mike and Emma's business. That may be true, but we have not found the increase in traffic to be a problem but have noticed that visitors to their house are much more likely to obey the traffic laws than residents on our own street do. :)

In short, Mike and Emma have been exceptionally good neighbors and we support renewal/issuance of a business license for La Petite Grooming Salon. Mike and Emma have proved themselves considerate, responsible, friendly, business owners and contributing members of the Eagle Mountain community.

Thank you for your consideration of this matter,
Shane and Michelle Jones

Dear Eagle Mountain City Council,

I am taking the time to send this letter to help Emma and Mike Izatt renew their business license for their grooming salon, La Petite Grooming Salon. Has a previous owner of a grooming salon I know that starting and the upkeep of a salon is very costly and a lot of work. Having to move your business costs more than the original start up. Emma has put her heart and soul into this shop. They moved to this piece of property so she could have her own shop and still be able to raise and proved for her

children without sending them to daycare all day. Most of the people she employs are the sole breadwinners for their families.

My question how come suddenly after they have been approved for their license for many years, are now being questioned and perhaps denied a new license. Just because a neighbor doesn't have anything better to do than complain and attempt to put them out of business. Not renewing their business license will cause their family and the families of their employees an extreme financial trouble. If the complains from this neighbor cause you to denied their license, who is he going to bully next? We all have someone like this in our own neighborhoods.

Emma is a very compassionate person. She will help any person or animal, without question, anytime. She has taught many people a trade that they can use just about anywhere. She also provides the local location for groomers to advance in their training and achieve the skills to earn their National Grooming Certificates. She has also been known for grooming many animals at the local shelters for free so they can find new homes.

Is Eagle Mountain going to be another one of the more rural areas that allows the new residents and the building companies to run the open country style of living out of the city? Allow all the fields to become a town of many homes very close together an office buildings? Let the new residents run the current residents out?

Please consider renewing their business license. Emma has a wonderful reputation in the Grooming industry. It would be terrible if they have to close shop all because of a bully.

Thank you for reading this letter. Please consider renewing their business license.

Amy Gobble

To whom it may concern.

I am writing you to express my support for the renewal of lapetite grooming salon's business license. We have been patronizing this business for the last three years. Everytime we visit this business we are impressed by the facility and how happy the animals are.

Our kids love petting the pig that sleeps out front. Our dogs love this business. They are happy to go to be groomed with says alot because of how skittish they are. The quality of the grooming is always great. When we pick up or dogs they are happy and playing with other dogs.

I understand that one neighbor seems to have an issue with the business for some reason but give the size of their property and the distance between neighbors I find it hard to believe that anything the grooming business is doing could possibly impact them in any real negative way. It is not easy to have a small business let alone successful one that provides some of the best animal service I have seen. It is hard enough to find quality groomers for our dogs, let alone quality groomers that are close. I would encourage you to renew lapetite grooming salon's business license and allow them to continue serving the people and animals of the area.

Caleb Buswell

Hi, I personally take my dog to la petite every week for my little dog to be either bathed or groomed. I love that they are close and I love supporting local business. Not only are they super awesome with my dog but they are super friendly and nice. Please consider renewing their license.

Thanks for your time.
Emily Blohm

To whom it may concern,

I am a resident of Eagle Mountain and a business owner my self. I have 2 dogs, and use La Petite Grooming Services a lot, and we love them. They do great work, and have helps us out a lot. This business is essential to EM. I can not believe EM City allow a legitimate business to continually be harassed by someone who is clearly trying to destroy this business and this families lively hood... They have had to fight this person in court serval times and have won every time!! This should clear cut and dry case. There should be no reason to not renew their business license. EM City should step up and help this family business, and put a stop to this person harassing them. EM City should do everything they can to put provisions in place to protect this family and their business. If EM City doesn't renew their business license you are sending a clear message to all business owners, that you don't care about small local businesses. EM City will just standby and allow business to be harassed and not protected. EM City will simply allow businesses to be forced out and or ultimately close their doors. EM City needs to do the right thing here, renew their business license and step up to protect this business and make it possible for them to stay where they are and not to relocate.

Thank you!
Garrin Mascarenas

Please let La Petite Grooming stay open in Eagle mountain! We love sending out pets here for boarding and grooming. Emma is so kind, and helpful. This is the one place we feel comfortable leaving our pets at when we go out of town.

Regards,
JaCee Greenwood

To whom it may concern, I have been taking my pet to la petite grooming for over 7 years now.... yes I have tried other places in the area as well, but they are THE BEST, reasonably priced, friendly people around. I have never noticed or had any issues with too much traffic, noise, or rude unruly behavior. They are nothing but kind, respectful, and caring of their clients. They have followed rules and regulations required during the pandemic, which I very much appreciate. They are a hard working company who cares about their community, clients, and the quality of their work. I would be VERY disappointed if they were to be shut down and I know ALOT of my neighbors feel the same way. Please allow them to stay open and serve our community here in Eagle Mountain. I appreciate your time and consideration.

Sincerely,
Lacey Horne

Dear Eagle Mountain,

Please have a heart and continue issuing Le Petite their business license. We have used this salon for years to groom our dog. It's important when taking care of our fur babies that we take them to someone we can trust, who we know will love them like family and this would be Emma Izatt and her establishment. It's concerning that you would let a bitter neighbor hurt not only her and her employees but us as clients.
Please help her stay open.

Natasha Jewkes

We have used LaPetite grooming for the last several years. They have always done an excellent job with grooming our dogs. They have also done an excellent job when they have boarded our dogs. We understand there are some challenges with one of their neighbors and you are considering not renewing their business license. Our family would ask you to renew their business license so that they can stay local. Please don't let problems with one neighbor cause them to move out of our wonderful city.

Thank you,
Parry and Nancy Sloan

To Whom It May Concern: I am writing based on a local business, La Petite. I have recently been made aware that they are being denied a business license because of a neighboring individual who is choosing to complain about the noise their animals generate. I beg of the city to please not let him win. The owner of this company and her family have done nothing but serve this community. How one individual holds so much gloat is beyond me but please do not force them out of this community over one persons opinion.

Rachelle Upwall

La petite grooming has been such an amazing addition to our community. I really enjoy having a g roomer so close by (they are just a few houses down). They always treat our pets well while they a re there & the employees are amazing at what they do.

Mike & emma do more for the community than just grooming. They allow another neighbor to rid e their horses & let her dress up in different costumes. Our community absolutely loves being abl e to see her riding around.

I would hate to see them have to move their business elsewhere because 1 person doesn't like them . He seems to have made it his personal mission to have them removed.

La petite grooming, Mike & emma, have been amazing. Keep amazing, small businesses in eagle mountain!

Tabitha Moyes

To Whom it Concerns,

I am requesting this letter to be read in the public comments about my concern with La Petite Grooming and Izatt's residence.

I have lived in the Cedar Pass Ranch neighborhood for about 15 years now. I live on Cedar Drive, with one residence between the Izatt residence and our residence. As much as it hurts my heart to speak ill of one of my neighbors, I will do it today.

My concerns involve the high traffic on Cedar Drive, the noise level coming from the Izatt residence. The noise is coming from barking dogs, day and night. The number of times I've seen the sheriff's department and many police cars at their residence, the late-night screaming (while walking down the street in the middle of the night), and a very grievous action I witnessed personally. Lies read on social media. I will bullet my points below.

- My husband and I walk on Cedar Drive almost every morning. We see no less than 5 cars coming and going to the Izatt residence with dogs in their car. We have not counted the number of cars per day; however, with as many as we see coming and going on our morning walk, we can imagine how many cars come and go throughout the day. This is a concern because we do not have sidewalks in our neighborhood, and our children walk and ride their bikes on Cedar Drive. Those cars do not follow the speed limit, and this is a safety issue.
- The noise level has been a concern for a while. I wish I would have complained earlier, and each time I had an issue. Frankly, I didn't know how to bring up the concern or with whom. The extreme barking, day and night, has been ongoing for years. The noise level is not coming from one dog. The barking is coming from several dogs at once, at all hours of the day. We can't open our window because the level of noise is such a nuisance. Thankfully, the dog barking has subsided.
- I have seen police cars at the Izatt residence several times. I know there are issues at that home. My concern is that those issues (whatever they may be) will be detrimental to our neighborhood.
- One afternoon this summer, we worked in our yard and watched as Mike drove his lawnmower or tractor around and around and created a huge dust storm that resulted in the neighbor between our two homes (Izatt's home and our home) ending a family party. It was a shower of some sort—the other neighbor holding the shower called the sheriff's department. We were witnesses to this grievous act, and I cannot believe that someone would be that unneighborly.
- One summer night, we woke up by screaming from Izatt's walking down the street yelling at someone (not sure who) about not sure what. It was so loud that after I woke up, I looked outside my window to see Emma screening "We loved your son like he was our own" and other things I didn't understand. Mike was with her yelling other things
- The day after the yelling, we had the sheriff at our house asking to look around for a dog that the Izatt's claimed our other neighbor had taken and hidden. We had the dog owners in our yard as well, looking for this "stolen" dog. I emailed Emma about the issue and that I was very disappointed at being involved in this drama. I told her that I didn't believe our neighbor or 15 years would "steal" someone's dog, and I didn't appreciate the sheriff's department coming to my house looking for a hidden dog.
- I read comments on the City's Facebook Page, where Emma was pleading with the public to save her business. As much as I understand not wanting your business to be affected by her actions, I don't think she should tell lies about the business and the neighborhood. She is claiming that the complaints are unfounded and basically that she is being picked on. BELIEVE ME, the complaints are founded and are VALID.
- I DO NOT think that anyone comments that do not live in the neighborhood should be considered. The issue is not about if Izatt's groom dogs well, treat dogs, etc. The issue is that the business is a nuisance to the neighborhood and the number of cars coming in and out of our neighborhood is dangerous. That is why I believe that if there are comments from outside of the neighborhood, they should not be considered valid points.

This is not an easy email to send. I do not wish ill of the Izatts. I wish them well IF they will follow the rules put in place for their business. IF they are not a nuisance by very loud barking dogs, day and night, AND IF traffic will not be as much as it has been.

HOWEVER, I don't think they are capable of following the rules. They have broken many rules over the course of the years they've lived here. I DO NOT believe they will follow any now.

Heather Ray Swanger, Director

To: Eagle Mountain City Planning Commission

Re: La Petite Grooming Business License

The La Petite Grooming Salon and its owners have been anything but good neighbors to the Cedar Pass community. Their business currently is operating illegally under the city's cease and desist order. This alone should be grounds to not reinstate their license.

This business brings in much more than 12 clients per hour and 24 per day. Many neighbors have complained about the increased traffic on Cedar Drive all hours of the day as a result of their high volume of clientele. We have had fences broken from their clients running into them, clients running the stop sign and clients that refuse to obey the posted speed limits. Our Neighborhood is filled with children, seniors and equestrians who enjoy walking on these streets. This poses a significant danger to all.

The noise from this business does not comply with Eagle Mountain Municipal Code 8.15. I do understand that one of her neighbors to the east Mr. and Mrs. Bridges do not hear the noise from the dogs and this may very well be, however every neighbor to the west has complained about the noise. This neighbor is the only home that is lucky enough to be positioned in a direct blockage from the noise because of the location of their home in proximity to the business. By the numerous citations issued by the Utah County Sheriff's Office you can see that the noise is an issue.

Section B of Municipal Code 17.65.060 states: "EMPLOYEES, Home businesses shall have no more than one on-premises employee who is not a member of the resident family or household." On Friday October 2nd Emma Izatt posted on one of her social media accounts that her business supports 2 other families other than her own. That would mean there is more than one employee.

I'm sure that yourselves, the City Council and the City Recorder have been inundated with calls, emails and letters in support for this business. However, I would ask you this question, how many of those in support live with-in 300 yards or even on the same street as the Izatts. Our lives and our way of life have be negatively impacted due to this business. Supporters living in City Center, Lone Tree or even the north end of Cedar Pass have no idea what living around a full-time dog grooming and boarding company is like.

On September 1st, 2020 the City Council passed ordinance 17.75.061 this has made it illegal to overnight board animals with-in Eagle Mountain City limits. La Petite has continued this practice. They have absolutely no respect for any city codes, county laws or HOA regulations. They walk around with an "above the law" mentality.

The week of November 13th, 2019 Mike Izatt dug a wastewater line from their dog business to the West Canyon Wash. The dumping of the wastewater was reported to the county health department and they came out and obtained soil samples and then requested they remove this line. Not only was this done without a building permit, but dumping that wastewater was against the Federal Clean Water Act. This business has no regard for the environment and are only interested in their own profit.

City Code 6.05.130 Public nuisance line #6: Barks, whines, or howls, or makes other disturbing noises in excessive, continuous, or untimely fashion. The La Petite Grooming Salon has been and currently are in violation of this code every day. Whether it be Christmas day, the Fourth of July or any random Wednesday. It is imperative that this nuisance operation be brought to a stop.

The Cedar Pass Ranch HOA has done its part by sending them notification of their noncompliance, which they have refused to address. Consequently, the HOA has now begun the fine process. The City Recorder has done their part by not renewing this conditional business license. I would ask that this Planning Commission now do their part and permanently revoke their license to do business with-in the city of Eagle Mountain and enforce it.

Respectfully
Jason D Heidel

Eagle Mountain City Planning Commission,

I request that the Eagle Mountain City Planning Commission not allow La Petite Grooming to renew their business license. I'm sure you will receive many emails and letters on their behalf, however, please note that these will come from residents that are not their neighbors and are not negatively in packed and affected by this operation.

I request this business be closed for the following reasons:

I, Larry Christensen and family are the next-door neighbors to this nuisance business that has been allowed to operate over the last two years without being in compliance with many Eagle Mountain City codes, Utah County Codes and HOA rules. We have sent many complaints to Eagle Mountain City code enforcement and many others with-in Eagle Mountain City government from the Mayor on down. I feel that my complaints have been for the most part completely ignored and discarded. The Utah County Sheriff Office and the Utah County Health Department have issued many citations to this business and I've provided documents proving that. The Izzats and La Petite have of been found guilty of many of these charges and I've provided court documents to show this.

Eagle Mountain City issued a cease and desist order for La Petite and the Izzats sometime around the month of September 2020. The Izzats and La Petite continue to operate the business as they always have, every day including weekends completely ignoring the City's cease and desist order. In my opinion this in and of itself proves they have no respect for our Eagle Mountain City officials, local law enforcement, our Community HOA or Federal laws. I've attached security camera footage from Sunday 9/27/20 showing them conducting business despite the cities cease and desist order, the dog barking in these clips may not that bad now but give them another week and it will be tremendously bad dog barking again. I've listed a few of the codes, laws and ordinances I believe that they are currently violating.

City Code Violations

1 - Operating in a building built with no building permit. (Addition)
2- Operating in a pole barn that was built to shelter farm animals (not for employee's, citizens and their K-9 companions)
3- Operating with too many employees for a home-based Business.
4- More than the allowed number of dogs on the property the code is 8 dogs including the owner's personal dogs (50 plus dogs are on the property every day) This is not right in any Residential neighborhood anywhere. This size of business belongs in a Commercially zoned property.
5- Too many vehicles fifty plus dogs a day times two dropping off then picking up. over 100 cars a day on our street.6- Overnight boarding. Weekend and Holidays are the worst.
7-With over fifty dogs a day the fecal matter was being dumped a poured around the building. This was in an email sent by me to all City officials that was ignored for more than a year. The Izzats then installed a pipe and started dumping wastewater into the west canyon wash, UCHD was notified and citation where issued by the UCHD.
8- Dogs loose and at large. On 7/4/2020 I was awoken by Deputy Jim Bingham at 1:30 am on 7/5/2020 asking if I had stolen a small dog from the Izzats. The next day the owner of the dog and her brother came to our house wanting the dog back. The Izzats told the owners of the dog we stole it, my wife and I are great-grand parents, great-grand parents do not spend a lot of time stealing dogs. We actually let the owner search our home and property. The dog was loose because of the neglect, abuse and torcher by the Izzats. The small dog owners said it weighs 4 pounds, the dog was terrified by all the fireworks that where being set off. For hours the poor dog was crying, barking and wining this was very sad and hard for me to hear as I let the owner listen to what was recorded on my security cameras. This obviously made her cry, the dog was in the wash on my property for three to four hours, the Izzats could hear it and refused to rescue it. I

heard it all on my security cameras the next day. The poor dog was missing for two days before it was found. There is an email attached below sent to me from the owner of the dog.
9- Please see word document attach for other violations.

I have contacted ASPCA asking for help on this matter, not only with La Petite dog grooming but for help with Eagle Mountain City allowing this business to operate out of City code compliance. The ASPCA will not get involved saying it's a local matter that the City should take care of. They have given me other recommendations if for some reason the petition for closure fails to fix this problem.

Larry R. Christensen

Record of all public comments regarding this item is attached.

Commissioner Wood stated that the Planning Commission received and read all the public comments received for the item.

Ms. Kofoed stated that an email comment from Jeff Ruth expressed concern regarding lot size transitioning. Kent and Debra Bridges that live across the street indicated that they do not hear dog barking associated with the property. She said that comments received via phone will also be included in the record.

Commissioner Wood closed the public hearing at 7:52 p.m.

Applicant Michael Izzat stated he and Emma Izzat have owned La Petite for ten years, operating mostly in Eagle Mountain, and the business was previously located at a different address within the City. They moved to Eagle Mountain because the City is pro-small business. He stated that they considered properties in Cedar Pass Ranch for three years before purchasing a 5.25-acre property that met their specific needs. Before the purchase, they discussed the potential issues resulting from the business with the Cedar Pass Ranch HOA Board and management company and received approval. The structure and operation of the business has not changed since the initial contact with the HOA. They only received one of three pages of the complaints from the HOA in July 2020, and he made eight unsuccessful attempts to contact the HOA representative indicated to resolve issues.

Mr. Izzat explained when they moved in, the original building did not fit their needs. He reviewed Municipal Code and as was unable to locate standards regarding improvements to an outbuilding, he assumed improvements were allowed without a building permit. After he added a 30-foot by 40-foot addition, they received notification that the building required a permit. In September 2019, a final inspection resulted in two minor cosmetic issues and a problem due to the slope and drainage of the land. They addressed the issues. Mr. Izatt recalled that Building Inspector Dustin Blackburn said two trim pieces were missing from the building and the building did not require an additional inspection to verify the installation of the missing trim. They believed the building had been approved and the City would reinspect the building if desired. The required repairs were completed in September 2019.

Mr. Izzat said they met with their neighbors to attempt to resolve noise and traffic concerns. He said according to State Code, noise nuisance is sound in excess of 50 decibels to the property line.

He has taken readings and the barking registered at a 30 to 40-decibel average. He stated he has soundproofed the salon building to dampen the noise and the dogs are brought inside the building at 6:30 p.m. The majority of dog barking in the area is from dogs on other properties unassociated with their business.

Mr. Izzat said they have boarded the dogs of one of the complainants prior to and after the neighbor moved to Cedar Pass Ranch, and the neighbor was aware of the business when purchasing their home. He said noise reduction is a major concern for them, especially as they are also impacted by sound levels on their property. He said other home businesses in Cedar Pass Ranch generate more traffic than La Petite. It is unfair to hold them accountable for their clienteles' traffic violations.

Mr. Izatt said that the nine visits from the UCSO have resulted in zero court appearance losses. Most of the cases have been dismissed due to insubstantial evidence, and they have not had to pay a fine related to any of the citations.

He explained that they regiment the timing of drop off and pick up by their customers. The overlap in the number of the dogs on the property is caused by dogs being groomed and awaiting pickup, as well as dogs dropped off prior to appointments. Drop off times are staggered to reduce traffic impact. The dogs not being groomed are housed in individual suites in a soundproofed room. Six months ago, they discontinued their dog daycare service which had been in operation since they opened this has drastically reduced the number of dogs on the property and resulted in financial losses for the business. The majority of the dogs on the property each day were at the business for daycare or grooming services, not overnight boarding.

He stated they have done just about everything requested by the City. He had been working with Planner Tayler Jensen and was told the application for pet sitting would be put on hold until the Municipal Code standards were updated. He then was told by former City Administrator Ifo Pili that the application was on hold until the building permit issue was resolved. He believed that they had complied with the building standard requirements in September 2019, and the boarding application had moved forward as a result. Two weeks ago, they began discussing relocating the salon in the spring and are in negotiation for properties outside of the City. He intends to move his family and business out of the City but needs to be able to operate until they can relocate.

Ms. Kofoed stated her recollection is that the conditional use permit application for dog boarding was submitted prior to the adoption of updated Municipal Code amendments for pet sitting, but the application was put on hold due to the lack of a building permit and the wastewater violations. As all issues have not been remedied and the business license expired in April of this year, the City is unable to approve the pet sitting license.

Commissioner Wood stated Municipal Code defines noise nuisance regarding animals as "barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion" not due to decibel level.

Mr. Izzat said their residence generates almost no noise after 6:00 p.m., as only their own three dogs are allowed outside of the salon building, other than clients' dogs using the bathroom area.

His employees are instructed to remove the dogs immediately if they bark while in the bathroom area. He reiterated that they believe they are blamed for barking dogs on other properties.

Commissioner Wood explained that the renewal is coming before the Planning Commission due to the nuisance complaints, and the building and wastewater concerns appear to have been resolved. He said that the grooming business license permits four dogs. An increase in the number of dogs due to client overlap is not permitted in residential locations with home-based businesses. He clarified that the standards being discussed are specific to businesses located in residential areas and differ from businesses located on properties with commercial zoning. The noise nuisance complaints are the biggest issue and even if the barking dogs are moved inside the building, the noise is still a problem for some neighbors.

Commissioner Everett asked the applicants if they have been in operation since the cease and desist order was issued, and if they were aware of the separate applications for grooming and boarding.

Mr. Izzat stated the grooming business continued operations after receipt of the cease and desist order, as the salon is their only income source. The boarding service is currently only offered on an emergency basis. They have suffered a $40,000 loss in income due to the pandemic and require the additional income from boarding services to maintain their business.

Commissioner Pengra stated that the situation is unpleasant for everyone involved. The City should learn from the experience to better address similar issues in the future and issue cease and desist orders in a timelier manner. He congratulated the Izzats on the success of their business and stated that they have achieved commercial business success, which is not an appropriate level for a home-based business. He stated City staff and officials invest significant time to determine Municipal Code nuisance standards for neighboring properties. He said that regardless of infractions occurring on other properties, conflicts have resulted due to their business operations. He said that as the regulations governing a home-based business have been clear to the applicants and they have been knowingly operating outside of the scope of Municipal Code parameters, he is not in favor of approving their business license.

Commissioner Everett concurred that this is not an enjoyable situation for any of the parties involved. He stated he had read all comments received by Monday evening and although additional comments were submitted during business hours while he was at his place of employment, he committed to reading every comment that has been submitted. He stated that society is governed by rules and laws and that Municipal Code standards exist for a reason. Of the emails he read, the vast majority were in support of La Petite and spoke to the quality of the business and the owners. The City desires quality businesses and he commended the Izatts for creating a fantastic business. However, he concurred with Commissioner Pengra that the business has exceeded the size of a home business. He expressed concern that the business license expired in April 2020 and no evident efforts were made by the business to renew the license and the business continues to operate even though a cease and desist order has been issued. Neither home-based nor commercial businesses are permitted to operate in the City without a valid license. He empathized with the Izatts' need to run the business to provide for their family until they can relocate the business. He suggested the possibility of issuing a temporary license to allow for the business to legally operate until La Petite can move to a new location. He expressed his hope that the business would be able

to remain in the City and operate within Municipal Code parameters, but based upon the applicants' comments, he recognized that may not be feasible.

Commissioner Wright concurred with the statements by the other Commissioners and expressed his desire to find a compromise. He encouraged the Izzats to find a commercial site within the City for their successful, commercial-scaled business. He said he disliked that the Planning Commission needed to evaluate denying a license to a business that is desired within the City and the community. The concerns are due to the location and scale, not the business, the success of the business, the quality of the business, nor the patrons.

Mr. Cook recommended for the Planning Commission to issue a license with specific conditions and for the license to be revoked if the conditions are not met.

Commissioner Wood stated he is known to favor strict Municipal Code adherence and enforcement; however, the business has been a benefit to the community. Although the business has outgrown their current location, he desired to provide leniency to assist them in transitioning from a home-based business to a commercial business, while still providing for their family. He said that as the business has been operating since April without a business license, he felt the business should be relocated as soon as possible rather than in the spring as indicated by the applicant. He is in favor of issuing a business license with strict criteria to move the business from the residential site to a commercial location in a short timeframe, with a relationship of cooperation and partnership between the applicants and the City. He asked if the applicant would be willing to comply with a 60- to 90-day relocation timeframe.

Mr. Izzat said he has previously discussed the possibility of relocating the business; however, neither Eagle Mountain nor Saratoga Springs have available commercial property that meets their needs. Constructing a salon will require more than 90 days. He expressed his willingness to work with the City and said he could build a salon within 90 days of purchasing property.

Commissioner Wright stated he is not in favor of renewing the business license.

Commissioner Pengra stated he is willing to entertain approving a business license with strict parameters.

Commissioner Everett said he is unsure of an appropriate timeframe condition for the business license. He requested that staff resolve the building permit issue as soon as possible. The business license should include strict requirements. He implored the Izatts to strictly comply with Municipal Code standards and the conditions of approval and asked for the members of the Cedar Pass Ranch HOA, residents, and the Izatts to work together to resolve their issues. His inclination is to renew the license through April with strict guidelines to permit the Izatts sufficient time to relocate.

MOTION: ***Commissioner Pengra moved to approve a sixty-day home business license for the La Petite Grooming Salon with the following conditions:***

1. ***No more than eight dogs are allowed on the premise at a time;***
2. ***Boarding and daycare services are prohibited;***
3. ***The building permit shall be resolved within ten business days; and***

4. ***Any violation of these requirements will result in the immediate revocation of the business license.***

Commissioner Wood requested that Commissioner Pengra amend his motion from a sixty to a ninety-day business license to allow the Izatts until after the holidays to relocate their business.

AMENDED MOTION: ***Commissioner Pengra moved to approve a ninety-day home business license for the La Petite Grooming Salon with the following conditions:***

1. ***No more than eight dogs are allowed on the premise at a time;***
2. ***Boarding and daycare services are prohibited;***
3. ***The building permit shall be resolved within ten business days; and***
4. ***Any violation of these requirements will result in the immediate revocation of the business license.***

Commissioner Wood seconded the motion.

Commissioner Pengra stated he finds the things that have happened to be distasteful but said he was empathetic to the Izatts position. He explained he increased the number of dogs from four to eight because the Izatts have been running a commercial-scale business and an eight-dog limit is likely a reduction in the number of animals generally present on the property. He hopes this will help address some of the concerns of the residents while allowing the Izatts sufficient patronage to maintain their livelihood. He requested for the residents of Cedar Pass Ranch to endure the issues for an additional ninety days in order to allow time for the business to relocate, even though he realizes the request is unfair to the impacted neighbors.

Those voting aye: Matthew Everett, Rich Wood, and Christopher Pengra. Those voting nay: Brett Wright. The motion carried with a vote of 3:1.

Commissioner Wright clarified that his dissention was due to the increase in the number of dogs permitted on the property at one time from four to eight.

Commissioner Wood directed the applicants to bring their business into compliance with Municipal Code requirements for a home-based business or to relocate to a commercially zoned area and that at the end of the ninety days, penalties more strenuous than a cease and dissent will be enforced.

Mr. Izatt inquired what action he should take if they are still in the process of relocating the business at the end of the ninety-day timeframe. Commissioner Wood stated Mr. Izatt would need to speak with staff regarding enforcement, as it is outside of the purview of the Planning Commission and the terms of the motion are subject to the designated deadline.

6.B. Overland Village 2 (Village Concept Plan)

Mr. Mumford presented the item. The Planning Commission reviewed the concept plan on April 14, 2020, and April 28, 2020, and made recommendations with conditions. The previous version did not go before the City Council. The latest proposal includes the Village 2 master plan and the trails and open space plan. The Overland Master Development Plan designates Village 2 with the

minimum unit count of 540 units/lots and a maximum unit count of 743. Village 2 concept plan contains 692 lots/units consisting of 32 percent townhomes, 5.5 percent active adult units, 21 percent small lots, 29 medium lots, 13 percent large lots, and a ten-acre elementary school site already purchased by Alpine School District.

The plan contains a three-acre park and smaller park areas scattered through the development and a 1.51-acre undefined "private amenity" area. The trails plan should be modified to make sure the red line indicating trails includes a 12-foot concrete trail along roadways. The north-south road in the middle of the development has been widened from the original proposal and should include at least 35 feet of asphalt, and/or parking restrictions. Direct driveway access should be limited as much as possible. Potential traffic issues may arise at the intersection of Pony Express Parkway and the school road. Several private road accesses and/or public intersections appear to be too close to each other or not to be aligned. Road spacing and alignment should be resolved with the preliminary plat.

The Village 2 concept plan, or the plan along with recommendations/changes, should be given a recommendation of approval if it complies with the Overland master development plan (MDP) and master development agreement (MDA). Staff recommends the following conditions:

1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;
2. Applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;
3. Applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road; and
4. Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City's standards.

Commissioner Wood expressed concern regarding townhome alleys that acted as connections between two roads and suggested having one end of the townhome alleyways to be a dead-end or designated as one-way roads to prevent the alleyways from being used as through street connections from the collector road to the neighborhood roads north and south of the City Park. He expressed concern about placing townhomes next to the high traffic area due to drop off and pick up of students at the elementary school and stated a road configuration similar to Silver Lake Elementary is preferable.

Mr. Mumford clarified that the MDA requires a concept plan review and a recommendation of approval by the Planning Commission to the City Council. He said a connectivity score for the project will be calculated in conjunction with the preliminary plat; however, he expressed concern regarding the suggestion to dead-end the roads along the townhomes due to reduced connectivity.

Discussion ensued regarding traffic concerns and options for connectivity within the development.

Applicant Representative Bryon Prince with Ivory Homes explained this concept plan incorporates feedback received from the Planning Commission during the previous meetings. The plan

envisions their intended design which provides a mixture and diversity of product type; utilization of this community planning principle has proven to produce a better community, provide higher home values over time, and permit residents to relocate within the neighborhood as their housing needs change. The HOA will own and maintain all the improved and natural open space. The City park will be dedicated to and maintained by the City. The trail system design provides connectivity from the trails along Pony Express Parkway to the City park, Wride Memorial Park, and throughout the development creating an open space corridor with homes with rear-loading garages fronting on the trail system. Smaller, private trails connect to the 12-foot asphalt trails and to other open space areas and the elementary school. He explained the masonry wall along the southwest and east side of the village does not extend to the northeast corner of the project to maintain an open, rural feel for the large lots in that portion of the project and to prevent an unappealing street-perspective visual from Pony Express Parkway that would be created with a masonry wall against the trail system and close to the Overland monument sign. The townhomes have rear-loading garages and front along open spaces. He stated the connectivity and engineering concerns will be addressed during the preliminary plat phase of the project in order to comply with City standards, and they will work with Alpine School District to address traffic concerns related to the elementary school. He is working with staff to determine desired, unique amenities for the parks throughout the Overland project. The private amenity for the active adult community will be owned and maintained by the HOA and determined by resident input from current active adult community projects.

Commissioner Wood recommended extending the masonry wall along the northeast corner of the development for continuity due to the likelihood of residents installing a different fencing type and recommended for a raised crosswalk speed reduction device to be installed across the north-south collector road connecting the City park and the townhome open space. He said that this concept plan offers a greatly improved product and represents what the City is looking for regarding layout and product mixture. He suggested traffic configurations to prevent funneling traffic from the townhomes in the southwest of the project and the elementary school onto a single roadway.

Mr. Prince explained they decided to prepare a concept plan that accurately represents the development they envision rather than a maximum-density concept plan as requested by a Councilmember, as they felt the maximum-density concept plan was disingenuous. He said they care about their relationship with the City. He noted the impacts of the pandemic on the development and expressed pride in the almost completed Overland pool and clubhouse. Village 1 contains the same products offered in Village 2, except for the rear-loading cottages and townhomes.

Commissioner Everett stated his dissenting vote against the previously-presented concept plan was due to the applicant's admission that the plan did not represent the envisioned plan for the development; however, he did not feel that the applicant nor Ivory Homes was being disingenuous as he understood the reasoning for offering a maximum density concept plan. He thanked the applicant for offering a rear-loading product that adheres to Municipal Code standards that provides a community feel in a higher density area and for dispersing the product types and providing trail connectivity throughout the development. He concurred with Commissioner Wood's request for the applicant to work with the Alpine School District to mitigate the negative

traffic impact on residents. He expressed his appreciation for the applicant's efforts for the quality product offered in Overland Village 1.

Mr. Prince noted they are providing multiple, safe pedestrian routes to the elementary school site.

Commissioner Wright concurred with the other Commissioners and stated his approval of the location of the open space and the connectivity it creates, the dispersal and arrangement of the product types, and the park location.

Commissioner Pengra echoed the thoughts of the other Commissioners and expressed his appreciation of the product offered in the Overland development and concurred with the safety concerns regarding the trail connection across the north-south collector road.

MOTION: ***Commissioner Wood moved to recommend approval to the City Council of the Overland Village 2 concept plan with the following conditions:***

1. ***The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;***
2. ***The applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;***
3. ***The applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road;***
4. ***Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City's standards.***
5. ***The applicant shall include a raised crosswalk where the trail crosses the north-south collector road in the middle of the project.***
6. ***The applicant shall work with Alpine School District to utilize all of the streets surrounding the proposed elementary school for student drop off and pick up routes to mitigate traffic congestion and unsafe conditions; and***
7. ***The applicant shall continue the collector road fencing along the two lots on the northeast corner of the project close to the Overland monument sign.***

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.

6.C. PUBLIC HEARING – C Jay Properties Building (Site Plan & Rezone)

Mr. Kane presented the item. The applicant is seeking to build an 8,000-square foot professional office building on 0.81 acres of undeveloped land on the south side of Campus Drive. The property backs up to a golf course and the plans include screening along the back property line. The

property is a part of The Ranches and is identified for commercial use through the MDP and MDA. The agreement has since expired and vested rights no longer carry. The application includes a rezone request to Commercial Community. The property is identified in the Future Land Use Map with a Community Commercial land use designation; staff has recommended a rezoning of this property to Commercial Community.

The General Plan's Future Land Use Map gives the property the Community Commercial land use designation and this use and zoning request of Commercial Community is appropriate for the designation. The proposed lighting for the building exterior and parking lot are shielded. The photometric plan demonstrates that the light does not extend beyond the property. The plans for the parking lot light fixture and pole are similar in style to the connected parking lot to the east which is a decorative/historic style. The site plan includes access to the property from Campus Drive along with parking lot access from the property to the east. Mechanical equipment must be screened or located in a way so that it is not visible from a roadway. The trash enclosure includes a six-foot, solid wall with stone veneer that matches the building and is located at the rear of the property. The plans call for netting along the property line adjacent to the golf course similar in size and style to the netting used on the adjacent commercial property to the east. The outdoor patio space at the rear of the building also included decorative stretched fabric overhead for additional protection.

The proposed building is sited at the rear of the property with the parking lot at the front. The layout does not meet the building location requirement in EMMC 17.72.030(A). The property directly to the west has its building sited at the rear of the lot with the parking lot at the front. The applicant would prefer the siting as demonstrated in the submitted plans as the location will help to improve safety of pedestrians and vehicles on the property from stray golf balls from the adjacent golf course. The building façade includes dark grey cement fiber board and light grey stone veneer at the base and entries. The primary roof is proposed with a dark asphalt shingle while the roof at the entries is proposed as a grey metal standing seam roof. The gutters, fascia, and soffit will be dark grey tone. EMMC 17.72.040 recommends that commercial buildings should be similar in style to adjacent buildings. The plans call for similar materials, but a different color palette from adjacent properties which are primarily red/brown/tan.

Mr. Kane reviewed the renderings that illustrated the applicant's concerns regarding potential building orientations including access and increased golf ball hazards to explain their request to locate the building to the south of the property.

Staff recommends that the Planning Commission make a motion to recommend approval of the applications to the City Council, for the reasons set forth in the staff report and in the meeting, with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color; and
2. Mechanical equipment shall be located or screened in a way that is not viewable from a street.

Commissioner Wood opened the public hearing at 10:08 p.m.

Dr. Bart Gardiner stated he owns the building to the west and the parking lot was left open to allow connectivity to the subject property to increase access and flow between the properties. He inquired if the proposed parking lot could be changed to connect to his existing parking lot. He preferred the building located as requested by the applicant and noted his building has been struck by golf balls resulting in broken windows and the reduced width would reduce the likelihood of window damage to the building. Only one vehicle window has been broken in the parking lot.

Commissioner Wood closed the public hearing at 10:12 p.m.

Applicant representative Darren Gillespie stated he would consider Mr. Gardiner's suggestion; however, he expressed concern that connecting the parking areas could lead to parking conflicts due to overflow parking from reception events. He expressed a willingness to make adjustments to better blend with the surrounding properties and explained that as Eagle Mountain Counseling is the main tenant, their main goal is to offer an inviting and homey aesthetic.

Commissioner Wright expressed concern that the roof design did not adhere to architectural detailing standards similar to the adjacent buildings. He stated approval of the windows and trellis archway.

Applicant representative Kurt DeHart stated they could increase the roofline articulation and detailing. He expressed concern that the red roofs and brown tones are not in harmony with current design trends but expressed his willingness to incorporate some of the existing colors for the building to be more in harmony with the surrounding buildings. He said he built Dr. Gardiner's building and recalled leaving the connection open to provide the option to connect the parking areas; however, connecting the parking areas would result in a reduction of parking stalls which may not be in the best interests of this project's parking needs. He stated he is willing to further discuss parking options.

Commissioner Wood clarified that the desire is for the buildings to have harmonious, not identical appearances with consideration to current design trends.

MOTION: ***Commissioner Wright moved to recommend approval to the City Council of the C Jay Properties building rezone to Commercial Community. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, and Rich Wood, Christopher Pengra. The motion passed with a unanimous vote.***

MOTION: ***Commissioner Wright moved to recommend approval to the City Council of the C Jay Properties building site plan with the following conditions:***

1. ***The building elevations shall be modified to better relate the building with adjacent commercial buildings in color;***
2. ***Mechanical equipment shall be located or screened in a way that is not viewable from a street;***
3. ***That the applicant shall work with staff to address the compliance with roof design, increased building articulation, and more architectural elements incorporated into the design; and***

4. ***The building shall be permitted to be located at the applicant's preferred location at the rear of the property.***

Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.

6.D. PUBLIC HEARING – Development Code Amendment for Fencing Standards (EMMC 16.35 & 17.60)

Mr. Kane presented the item. The City's development code includes standards for fencing based on the property's type of use as well as requirements for fencing along certain roadway types. Questions have been raised as to the specifics of the standards and how to better improve the standards to ensure fencing utilized in development projects are appropriate and can stand the test of time. He suggested revising the proposed amendments in EMMC 16.35.090 to "'Durable quality' shall mean fencing of stone, masonry, decorative concrete, or composite material with metal internal reinforcement. Vinyl (with or without internal reinforcement) and wood fencing shall not be allowed along rear or side lot lines abutting arterial or collector roads." Commissioner Wells recommended amending EMMC 17.60.103 to increase the chain link fence maximum height from four to six feet and to only permit chain link fencing in rear and side yards.

Commissioner Wood stated that he is not in favor of allowing composite material that may degrade over time and expressed his favor for masonry fencing for increased durability and traffic protection.

Commissioner Wood opened the public hearing at 10:32 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Commissioner Wood closed the hearing.

Commissioner Wright advocated increasing the fencing height maximum from six to eight feet in commercial areas.

The Planning Commission concurred with Commissioner Wright's recommendation.

Commissioner Everett concurred with the recommendations to permit six-foot chain link fences and to prohibit composite materials as a durable fencing option. He suggested including verbiage to require that chain link fencing shall not be visible from the street.

Commissioner Pengra stated the proposed standards would be problematic and onerous for industrial uses such as the Facebook development. The standards would also result in the City assuming ownership and maintenance responsibility for masonry fencing and advocated for allowing composite materials that could be maintained by the homeowners.

Discussion ensued regarding desired, durable fencing material and associated concerns.

Commissioner Pengra stated due to the potential impact on large-scale industrial projects, the existence of the standards, regardless of a provision for a City Council exemption, could eliminate

the City from being considered for the projects. He stated he would vote against the amendment as written but would be open to tabling the item for further discussion regarding industrial applications.

Commissioner Wright concurred he did not want to create an undesirable or problematic code.

Commissioner Everett supported tabling the item and reviewing the amendments in a future meeting.

MOTION: ***Commissioner Pengra moved to table a development code amendment for Fencing Standards EMMC 16.35 and 17.60 to the next meeting directing staff to work on an accommodation for industrial fencing. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.***

7. Discussion Items

8. Next scheduled meeting

9. Adjournment

MOTION: ***Commissioner Wright moved to adjourn the meeting at 10:47 p.m. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.***

The meeting was adjourned at 10:47 p.m.

Approved by the Planning Commission on November 10, 2020.

Steve Mumford, AICP
Assistant City Administrator/Community Development Director

Number	Name	For/Against	Location
1	Bettina Cameron, representing the Cedar Pass Ranch Homeowners Association Board	Against	Eagle Mountain - Cedar Pass Ranch
2	Heather Swanger	Against	Eagle Mountain - Cedar Pass Ranch
3	Jason Heidel	Against	Eagle Mountain - Cedar Pass Ranch
4	Larry Christensen	Against	Eagle Mountain - Cedar Pass Ranch
5	Ryley Daniel	Against	Eagle Mountain - Cedar Pass Ranch
6	Shane Swanger	Against	Eagle Mountain - Cedar Pass Ranch
7	Christina Bicknell	Against	Eagle Mountain - Eagle Park
8	Lisa and Arlon Miller	Against	Eagle Mountain City - Cedar Pass Ranch
9	Brittany Goode	Against	
10	Diane Fraughton	Against	
1	Jessica Vosika	For	American Fork, Utah
2	Ashley Adams	For	Eagle Mountain
3	Debra Kwiatkowski	For	Eagle Mountain
4	James Bailey	For	Eagle Mountain
5	Jeff Wyler	For	Eagle Mountain
6	Jill Wayman	For	Eagle Mountain
7	Jodi Pearson	For	Eagle Mountain
8	Julie Muhlestein	For	Eagle Mountain
9	Karla Reese	For	Eagle Mountain
10	Mary Valantine	For	Eagle Mountain
11	McCandless Family	For	Eagle Mountain
12	Sandra Williams	For	Eagle Mountain
13	Shawn Goodwin	For	Eagle Mountain
14	Taylor Stamper	For	Eagle Mountain
15	James and Peggy Henrie	For	Eagle Mountain - Castle Rock
16	Monica Rogers	For	Eagle Mountain - Castle Rock
17	Shauntee Ferguson	For	Eagle Mountain - Castle Rock
18	Nicole Soelberg	For	Eagle Mountain - Cedar Pass Ranch
19	Shane and Michelle Jones	For	Eagle Mountain - Cedar Pass Ranch
20	Ana Goes	For	Eagle Mountain - City Center
21	Ashley Gibson	For	Eagle Mountain - Cold Springs
22	Kimberly and Brian Gissendanner	For	Eagle Mountain - Crittenden Corner
23	Vanessa and Chris Peterson	For	Eagle Mountain - Crittenden Corner
24	Candyce Franklin	For	Eagle Mountain - Diamond Springs
25	Melissa Brockett	For	Eagle Mountain - Eagle Park
26	Tiffany Ulmer	For	Eagle Mountain - Eagle Park
27	Carey Ventura	For	Eagle Mountain - Eagle Point
28	Laura Van Zomeren	For	Eagle Mountain - Eagle Point
29	Tyler and Tania Evans	For	Eagle Mountain - Eagle Point
30	Wendy Thueson	For	Eagle Mountain - Eagle Point

31	Lacey Horne	For	Eagle Mountain - Eagles Gate
32	Cat and Anthony Martinez	For	Eagle Mountain - Evans Ranch
33	Greg Parr	For	Eagle Mountain - Evans Ranch
34	Miranda Stumph	For	Eagle Mountain - Evans Ranch
35	Mike Wood	For	Eagle Mountain - Freemont Springs
36	Parry and Nancy Sloan	For	Eagle Mountain - Freemont Springs
37	Peggy Taylor	For	Eagle Mountain - Heatherwood
38	Laura Barlow	For	Eagle Mountain - Hidden Hollow
39	Jamie Moore	For	Eagle Mountain - Highlands on the Green
40	Becca Jackman	For	Eagle Mountain - Kiowa Valley
41	Brian Castagna	For	Eagle Mountain - Kiowa Valley
42	Heather Boren	For	Eagle Mountain - Kiowa Valley
43	Michael and Laura O'Connor	For	Eagle Mountain - Kiowa Valley
44	Garrin Mascarenas	For	Eagle Mountain - Lake View Estates
45	Emily Blohm	For	Eagle Mountain - Lone Tree
46	JaCee Greenwood	For	Eagle Mountain - Lone Tree
47	Terye Rowland	For	Eagle Mountain - Lone Tree
48	Crystal Whittington	For	Eagle Mountain - Mountain View
49	Kendra Johnstun	For	Eagle Mountain - Mountain View
50	Stephanie Whitney	For	Eagle Mountain - Mountain View
51	Melissa Bradley	For	Eagle Mountain - Mt Airey
52	Carrie Butterfield	For	Eagle Mountain - North Ranch
53	Candice Rich	For	Eagle Mountain - Overland
54	Dawn Gagnard	For	Eagle Mountain - Overland
55	Dean Durantos	For	Eagle Mountain - Overland Trails
56	Mark and Shelly Anderson	For	Eagle Mountain - Overland Trails
57	Ashley Dietrich	For	Eagle Mountain - Pioneer Addition
58	David Griffeth	For	Eagle Mountain - Pioneer Addition
59	Kimberly Kraft	For	Eagle Mountain - Pioneer Addition
60	Alene Litteral	For	Eagle Mountain - Porters Crossing
61	Carol Cahoon	For	Eagle Mountain - Rockwell Village
62	Jamie Mascherino	For	Eagle Mountain - Ruby Valley
63	Natashia McLean	For	Eagle Mountain - Ruby Valley
64	Aimee Ballif	For	Eagle Mountain - Scenic Mountain
65	Ron and Karen Spence	For	Eagle Mountain - Showdown
66	Haley May	For	Eagle Mountain - SilverLake
67	Sarah Griffiths	For	Eagle Mountain - SilverLake
68	Tiercy Hadlock	For	Eagle Mountain - SilverLake
69	Rachelle Upwall	For	Eagle Mountain - Skyline Ridge
70	Shawn Baxter	For	Eagle Mountain - Southmoor
71	Brandon Wright	For	Eagle Mountain - Spring Valley
72	Lauren Andrews	For	Eagle Mountain - Sundance
73	Marshall Andrews	For	Eagle Mountain - Sundance

74	Chris and Brandy King	For	Eagle Mountain - The Landing
75	Mike Hess	For	Eagle Mountain - The Landing
76	Cheryl Homen	For	Eagle Mountain - Valley View
77	Jack Homen	For	Eagle Mountain - Valley View
78	Stacey Mudgett	For	Eagle Mountain - Valley View
79	Kim Johnson	For	Eagle Mountain - White Hills
80	Joan Jones	For	Eagle Mountain City - Cedar Pass Ranch
81	Debbie Jarrett	For	Lehi, Utah
82	Jessica Wilkey	For	Lehi, Utah
83	Kathy Kinghorn	For	Lehi, Utah
84	Millie Killpack	For	Lehi, Utah
85	Tiffanie Feher Hansen	For	Lehi, Utah
86	Kathi Slade	For	Lindon, Utah
87	Mike Mathews	For	Morgan, Utah
88	Layne Izatt	For	Orem, Utah
89	Heather Morris	For	Out of Utah
90	Kayla Stephens	For	Outside of Eagle Mountain
91	Brittany Neil	For	Payson, Utah
92	Linda White	For	Riverton, Utah
93	Amber Golding	For	Saratoga Springs, Utah
94	Anna Smith	For	Saratoga Springs, Utah
95	Aubrey Lawrence	For	Saratoga Springs, Utah
96	Caleb Buswell	For	Saratoga Springs, Utah
97	Chad McDonald	For	Saratoga Springs, Utah
98	Courtney Snarr	For	Saratoga Springs, Utah
99	DeAnna Gravius	For	Saratoga Springs, Utah
100	Diane Hendrickson	For	Saratoga Springs, Utah
101	Heidi Festin	For	Saratoga Springs, Utah
102	Mathew Smith	For	Saratoga Springs, Utah
103	Megan Bresson	For	Saratoga Springs, Utah
104	Melanie Jex	For	Saratoga Springs, Utah
105	Melissa Edwards	For	Saratoga Springs, Utah
106	Melissa Whittaker	For	Saratoga Springs, Utah
107	Sandra Smith	For	Saratoga Springs, Utah
108	Susan Muse	For	Saratoga Springs, Utah
109	Camie Williams	For	Saratoga Springs, Utah
110	Patricia Smith	For	Saratoga Springs. Utah
111	Taunie Wiggins	For	South Jordan, Utah
112	Alissa Allen	For	
113	Aly Allred	For	
114	Alysha and Rob Milligan	For	
115	Amy Gobble	For	
116	Andrea Capener	For	

117	Angelica Childs	For	
118	Ashlee Gill	For	
119	Bob Dean	For	
120	Bonnie Bosh	For	
121	Braxton Barney	For	
122	Carissa Gossard	For	
123	Carrie Baum	For	
124	Cassie Bingham	For	
125	Cassie Lynn Parker	For	
126	Charmaine Smoot	For	
127	Chelsea Gillespie	For	
128	Cody Lazenby	For	
129	Connie Stephenson	For	
130	Corinne Garcia	For	
131	Corrine Simonsen	For	
132	Cynthia Sumner	For	
133	Geneve Fallon	For	
134	Gouch Smith	For	
135	Hannah Skousen	For	
136	Jamie Spalding	For	
137	Janalee Hess	For	
138	JD Clark	For	
139	Jenni Spear	For	
140	Jennifer Grow	For	
141	Jessica Moon	For	
142	Jessica Orton	For	
143	Jill Walker	For	
144	Jolene Cureton	For	
145	Joni Luke	For	
146	Joy Pizzuto	For	
147	Justina Sullivan	For	
148	Katelyn Hutchings	For	
149	Katherine Ballard	For	
150	Kathleen Craig	For	
151	Kathleen Higham	For	
152	Katrina Smith	For	
153	Kevin Hamlet	For	
154	Kimbery Ekins	For	
155	Kimm Harman	For	
156	Kristi Hutchings	For	
157	Kristin Walters	For	
158	Kyla Barber	For	
159	Kylee Carter	For	

160	Kylee Parry	For	
161	Leann Miller	For	
162	Lexi Allred	For	
163	Lindsay Montague & David Frye	For	
164	Lindsey Jorgensen	For	
165	Lisa Hope Glogowsky	For	
166	Lizy Wright	For	
167	Lynsey Adams	For	
168	Maddie Jones	For	
169	Mark Dyer	For	
170	Melanie Ridgeway	For	
171	Melissa Browne	For	
172	Melissa Smith	For	
173	Michelle Thomas	For	
174	Mindy Brown	For	
175	Natasha Jewkes	For	
176	Norma Chaffin	For	
177	Patrick Morris	For	
178	Peterson Family	For	
179	Rebecca MacArthur	For	
180	Samantha Wallis	For	
181	Sandy Sofoifa	For	
182	Shelly Roberts	For	
183	Sophia Couzins	For	
184	Stacey Jepson	For	
185	Stacy Graham	For	
186	Susan and Ben Byerly	For	
187	Sylvia Price	For	
188	Tabitha Moyes	For	
189	Tatiana Lazenby	For	
190	Tawnee Willes	For	
191	Tiffani Wandell	For	
192	April Tooman	For	
193	Jennifer Grow	For	
194	Jeanne Floyd	For	
195	Tricia Castagno	For	
196	Donna Harris	For	
197	Nicole Ramos	For	
198	Sherilyn Laddimore	For	
199	Jennifer Webb	For	
200	Ashlie Schonbeck	For	

ENT 62737:2018 PG 1 of 86
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 03 2:27 pm FEE 266.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

(Space above for Recorder's use only.)

DEVL 1112

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

DATED: December 5, 2017

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AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT

FOR

OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 5th day of December, 2017, by and between Eagle Mountain City, a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, a Utah limited partnership.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owner and the City entered into the Prior Agreement.

C. Since Owner and the City entered into the Prior Agreement, there have been many changes to the economy and to the needs and desires regarding the development of the Property.

D. Also since the execution of the Prior Agreement, Owner has selected a Master Developer for the Overland portion of the Property.

E. The Parties have determined to amend and restate the Prior Agreement and enter into this MDA to memorialize the terms of their relationship and expectations for the development of the Property.

F. On December 5, 2017, the City approved a Master Plan for the Property.

G. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

H. Development of the Property will include the Intended Uses specified in the Master Plan.

I. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the Parties to be consistent with the Act, and to operate to the benefit of the City, Owner, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that it is consistent with the Act.

K. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.

M. The Parties have cooperated in the preparation of this MDA.

N. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner and Master Developer to develop Overland and Pony Express as part of the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

O. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-101, *et seq*. (2017).

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation**. The foregoing Recitals and Exhibits "A" – "I" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the City Land Use, Development, and Management Act, Utah Code Ann., §10-9a-101, *et seq.* (2017).

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 22.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements

are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

1.2.6. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Property, or to construct any Backbone Improvements.

1.2.7. **Buildout** means the completion of all of the development on all of the Property.

1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Property to be recorded in the chain of title on portions of the Property.

1.2.9. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Property.

1.2.11. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Property and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.12. **City Parks** means those parks shown as being owned by the City on Exhibit "B" and those Medium Parks and Large Parks that may be dedicated to the City as provided in Section 11.5.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C", except for the City's Tier System open space and trail requirements (not including clubhouse and pool requirements) and other provisions of the City's Vested Laws that are specifically superseded by this MDA.

1.2.14. **Commercial/Institutional Development** means the development of a portion of the Property which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, office buildings, churches, schools, public buildings, hotels, shopping centers or other similar multi-building developments or plans for other developments on the Property.

1.2.15. **Commercial Site Plan** means the plan submitted to the City for the approval of Commercial/Institutional Development.

1.2.16. **Commercial Uses** including, but not limited to, professional and other offices, retail and commercial business uses (except for sexually oriented business), restaurants, public facilities, and multi-family residential uses shall be governed by City Vested Laws, except vertical mixed use shall be an approved use.

1.2.17. **Council** means the elected City Council of the City.

1.2.18. **Default** means a material breach of this MDA.

1.2.19. **Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.20. **Development Application** means an application to the City for development of a portion of the Property including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Property.

1.2.21. **Development Lease** means Development Lease Number 1074, effective February 1, 2016, entered into by the State of Utah, acting through the School and Institutional Trust Lands Administration, and Ivory Homes, Ltd., a Utah limited partnership, for the development of the Overland parcels.

1.2.22. **Development Report** means a report containing the information specified in Sections 6.6 submitted to the City by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., §10-9a-603 (2017), and approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.24. **Homeowner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.25. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §11-36a-101, *et seq.* (2017).

1.2.26. **Intended Uses** means the use of all or portions of the Property for Residential Uses, Commercial Uses and for parks, trails, open space and other uses as more fully specified in the Master Plan.

1.2.27. **Main Sewer Line** means that sewer line constructed by Owner along Pony Express Parkway from Bobby Wren Boulevard northward to manhole SSMH #23 located approximately 265 feet north of Midvalley Road centerline, on the east side of the Pony Express Parkway centerline.

1.2.28. **Master Developer** means Ivory Homes, Ltd., a Utah limited partnership and its assignees or transferees as permitted by this MDA.

1.2.29. **Master Plan** means Exhibit "B", a plan approved by the City on December 5, 2017, that sets forth general guidelines for the proposed future development of the Property.

1.2.30. **Maximum Residential Units** means the development on the Property of three thousand eight hundred (3,800) Residential Dwelling Units for Overland and four hundred fifty three (453) Residential Dwelling Units for Pony Express with a Property total of four thousand two hundred fifty three (4,253) Residential Dwelling Units.

1.2.31. **MDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.32. **Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.33. **Multifamily Residential** means condominiums, apartments or other residential units that are attached vertically or horizontally and each individual residential unit does not separately own the real property underlying the residential unit.

1.2.34. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the development of the Property.

1.2.35. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.36. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.37. **Overland** means the Overland parcels described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.38. **Owner** means the State of Utah, through the School and Institutional Trust Lands Administration.

1.2.39. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 6.7.

1.2.40. **Park, Club Ivory** (or **Club Ivory**) means a park of a type and with such amenities as generally depicted as a Club Ivory on Exhibit "E".

1.2.41. **Park, Large** means a park of a type and with such amenities as generally depicted as a Large Park on Exhibit "E".

1.2.42. **Park, Medium** means a park of a type and with such amenities as generally depicted as a Medium Park on Exhibit "E".

1.2.43. **Park, Neighborhood Project** means a park that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.44. **Park, Small** means a park of a type and with such amenities as generally depicted as a Small Park on Exhibit "E".

1.2.45. **Parties** means, collectively, the City, Owner and Master Developer.

1.2.46. **Phase** means the development of a portion of the Property at a point in a logical sequence as determined by Master Developer.

1.2.47. **Planning Commission** means the City's Planning and Zoning Commission established by applicable laws of the City.

1.2.48. **Pony Express** means the Pony Express parcel described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.49. **Pony Express Trail Park** means the approximately 52 acres deeded to the City by Owner through *Amended and Restated State Of Utah Exchange Patent No. 19737 (Pony Express Trail Park)*, recorded as Entry No. 63439:2005.

1.2.50. **Prior Agreement** means the master development agreement between the City and Owner dated October 7, 2003.

1.2.51. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on or necessary to serve that portion of the Property which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.52. **Property** means, collectively, the Overland and Pony Express parcels of land located in the City, described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.53. **Reimbursable Improvements** means those improvements specified on Exhibit "D" which Owner constructed on, adjacent to, or in the vicinity of the Property pursuant to the Prior Agreement.

1.2.54. **Required Park** means any Park, Club Ivory, Park, Neighborhood Project, Park, Small, Park, Medium, or Park, Large required to be completed pursuant to this MDA.

1.2.55. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each

separate unit in a multi-family dwelling, apartment building, condominium or time-share building equals one Residential Dwelling Unit.

1.2.56. **Residential Uses** shall include structures for Residential Dwelling Units in any configuration including single family detached, single family attached (such as townhomes), and multifamily.

1.2.57. **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial/Institutional Development.

1.2.58. **Subdeveloper** means an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.59. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the laws of the State of Utah and the City's Vested Laws.

1.2.60. **Subdivision Application** means the application to create a Subdivision.

1.2.61. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.62. **Substantial Completion** means a point in the progress of a construction project where the work is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property.

1.2.63. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2017).

1.2.64. **Term, Initial** means the first term of the MDA for the Overland portion of the Property, as described in Section 4.

1.2.65. **Term, Overland Extension** means the extension period beyond the Initial Term for the Overland portion of the Property, as described in Section 4.

1.2.66. **Trail** means a public trail as shown on Exhibit "H".

1.2.67. **Transfer Deed** means a deed of conveyance approved by the Administrator pursuant to Section 8.15.

1.2.68. **Village** means one of the villages depicted in the Master Plan.

1.2.69. **Village Concept Plan** means a conceptual plan for the development of each Village.

2. **Vested Terms from Prior Agreement to be Retained.**

2.1. **Vacating Lehi-Fairfield Road.** The Parties acknowledge that Utah County may have a historic claim over the Lehi-Fairfield Road. To the extent necessary and at Owner's request, the City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B". The City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B", at such time as the roads shown on Exhibit "B" as West Pony Express Road and West High School Road are constructed and open to public use. Once vacated, these City lands that were previously Lehi-Fairfield Road shall be preserved and enhanced as a non-vehicular trail as part of the Pony Express Trail Park.

2.2. **Access to Pony Express Parcel.**

2.2.1. West Pony Express Road. Exhibit "B" shows West Pony Express Road on the west side of Pony Express parcel, connecting the Pony Express parcel and West High School Road. This road is labeled, for purposes of this MDA, West Pony Express Road. The City agrees that this roadway will be built either as an arterial or as a collector road. The City agrees to show this road on its streets plan, or equivalent, and to require any proposed development in the area to provide for the roadway.

2.2.2. North Pony Express Road. Exhibit "B" shows a roadway labeled North Pony Express Road connecting to Major Street immediately south of its intersection with Eagle Mountain Boulevard and running westward along the northerly boundary of the Pony Express parcel. This roadway will improve access to cross the future Pony Express Trail Park and a small area of property owned by the City in the vicinity of the Pony Express Regional Park. The City agrees that this roadway will be constructed as a City collector road if legal access can be obtained without condemnation. Owner agrees that the cost of construction and connection to existing City streets will be an obligation of Owner or the developer of the Pony Express parcel. The City will use the road as access to the Pony Express Regional Park and to the Pony Express parcel. City acknowledges that this access is material to Owner's conditional agreement to forego existing legal vehicular access to City streets across Russell Street in the Overland Trails subdivision. Owner has agreed to forego that access if access can be granted at Major Street, so

as to reduce the traffic impact of development of the Pony Express parcel to the Overland Trails neighborhood.

2.2.3. West High School Road. Exhibit "B" shows a roadway which is a westerly extension of High School Road to a crossing of Eagle Mountain Boulevard, then westward to the road labeled West Pony Express Road. In accordance with the Prior Agreement, the City agrees to include this roadway in the Impact Fee Facilities Plan.

2.2.4. Russell Street, Emergency and Trail Access. As described in Section 2.2.2 above, Owner agreed to forego existing legal vehicular access to City streets for the Pony Express parcel across Russell Street in the Overland Trails subdivision if legal access can be achieved through Overland Trails subdivision at Major Street in the vicinity of the Pony Express Regional Park. If the City cannot grant the necessary replacement access along North Pony Express Road to Major Street, Russell Street will be maintained as a public right-of-way. If Major Street access can be granted, then Russell Street will be only used for emergency vehicular access and for pedestrian and equestrian access between the Overland Trails neighborhood and Pony Express parcel. Design of the emergency access will be subject to the approval of the fire marshal.

3. **Reimbursements.** The City has been reimbursing Owner for the Reimbursable Improvements through the collection of impact fees. Details regarding the reimbursements for the Reimbursable Improvements, including the reimbursement amounts, the prior payments through fiscal year 2017 and the amounts still due, are set forth in Exhibit "D". Reimbursements for the Reimbursable Improvements have been and shall continue to be made by the City through the

collection of impact fees associated with the applicable Reimbursable Improvements until the reimbursement amounts are paid in full. The City will make an annual payment to Owner in an amount equal to the applicable impact fees collected by the City in the applicable fiscal year (running from July 1 to June 30) on or before each subsequent January 2. This payment shall be accompanied with a report detailing the applicable annual impact fees collected by the City.

4. **Effect of this MDA/Term.** This MDA shall be the sole agreement between the Parties for the development of the Property. The Prior Agreement shall be deemed to have been novated and superseded by this MDA. Any and all claims by any of the Parties for any breaches or performances under the Prior Agreement shall be deemed to have been waived or satisfied. The Initial Term of this MDA for the Overland portion of the Property shall be until December 31, 2052. With respect to Overland, if Master Developer or Owner are not in Default at the end of the Initial Term (or if Master Developer or Owner is in Default, but such Default is being cured), the approved land uses, zoning, and densities shall be automatically extended through the Overland Extension Term for a period of an additional fifteen (15) years (i.e. through December 31, 2067). As of January 1, 2053, the City's Future Laws shall be effective regarding Overland except: (1) the open space and park improvement requirements specified in this MDA shall not be modified; and (2) other requirements that deny Master Developer the ability to reasonably develop the approved number of units in each Village. This MDA shall expire with respect to Overland at the end of the Overland Extension Term. With respect to Pony Express only, the term of this MDA shall be ninety (90) years (i.e. through December 31, 2107).

5. **Development of the Property.**

5.1. **Compliance with Law.** Development of the Property shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits.

5.2. **Matching Lot Sizes.** Where Overland is immediately adjacent to properties in Villages 2, 3 and 7 on the Master Plan that have development rights at the date of the execution of this MDA, Overland will have single family lots no smaller than 1/2 acre or the average lot size of the immediately adjacent property, whichever is smaller. If other properties immediately adjacent to Overland obtain development rights in the future before the portion of Overland to which they are immediately adjacent receive preliminary plat approval, then Master Developer will develop the immediately adjacent portion of the Property with either matching density (if the immediately adjoining property is anything other than single family) or with single family units (if the immediately adjoining property is single family).

6. **Development of the Property in Compliance with the Master Plan.**

6.1. **Maximum Residential Units and other Intended Uses.** Subject to the maximum number of Residential Dwelling Units in each Village, as indicated in Exhibit "B", Owner shall be entitled to develop up to the Maximum Residential Units and to develop the other Intended Uses as specified in the Master Plan.

6.2. **Intended Uses, Residential Dwelling Units and Density Vesting.** Intended Uses and maximum number of Residential Dwelling Units for each Village are shown on the Master Plan. It is the understanding and intent of the Parties that Master Developer is vested with the residential densities shown on the Master Plan, and Master

Developer shall not be required to obtain a conditional use permit, in accordance with Section 17.25.060 of the City's Vested Laws, to develop Tier III and Tier IV residential development densities.

6.3. **Restrictions on Uses in Certain Villages.** Multifamily Residential shall only be allowed in Villages 5 and 8.

6.4. **Village Approvals.** Master Developer shall present to the Planning Commission and City Council a Village Concept Plan, and a traffic study based on the Village Concept Plan, before submitting any Development Application for any such Village (i.e., a Development Application in Village 7 would require a conceptual plan and traffic study for Village 7). Each Village Concept Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Village will be located, the location and size of parks and trail improvements, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses. The City's review of the Village Concept Plan for any Village may consider legitimate and quality planning principles, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, the location and type of Commercial Uses and Residential Uses in the Village, and the location and amount of any non-standard lots. The City shall have the right to require changes to the Village Concept Plan provided that the changes do not materially impact Master Developer's ability to obtain the allowed densities, significantly alter the types or locations of residential or commercial uses (i.e. townhomes, cluster homes, etc.), significantly alter proposed lot sizes, or result in unreasonable additional development costs. Village Concept Plans may also propose areas in the Village Concept Plan with

single-family homes at Tier III or Tier IV densities that do not comply with Tier II development standards, including single-family homes with reduced lot frontages or zero lot lines, which deviations from the development standards may be approved by the City Council as part of the Village Concept Plan approval. The Parties acknowledge and agree that Developer has previously submitted and the City has approved a Village Concept Plan for Village 1, which included an area of "cottage" active adult product with lot sizes that do not conform to the City's Vested Laws. The City hereby approves the proposed lot sizes for the "cottage" active adult product in Village 1. In Village 1, Master Developer shall not propose any other areas for a Development Application that do not meet the lot size and lot frontage requirements in the City's Vested Laws.

6.5. **Use of Residential Dwelling Units.** Master Developer may use any of the Maximum Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and approved Village Conceptual Plan.

6.6. **Accounting for Residential Dwelling Units.** At the recordation of a Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the City an updated Development Report showing the number of any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining for use within each Village and for the total Property.

6.6.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall

include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the type and maximum amount of any such other use sold with the Parcel.

6.6.2. Return of Unused Residential Dwelling Units. At the recordation of a Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the City an updated Development Report showing the number of Residential Dwelling Units and other types and amounts of uses actually used on the Final Plat. If any portion of the Maximum Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Maximum Residential Units or other uses shall automatically revert back to the Property and the Master Developer shall file with the City an updated Development Report.

6.7. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a Parcel without providing such detailed development information subject to the specific "Parcel Sales" provisions of the Section 8.15 as is provided in Utah Code Ann., §10-9a-103(57)(c)(v) (2017). The City and Master Developer acknowledge that such sales of Parcels do not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the City's Vested Laws to complete or provide security for Project Infrastructure at the eventual time

of such Subdivision. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

7. **Zoning and Vested Rights.**

7.1. **Current Zoning.** The Property is currently zoned as specified in the project Master Plan.

7.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-508 (2017).

7.2.1. Invalidity. Master Developer and Owner covenant not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such

stricken provisions and which implements the intent of the Parties in that regard as manifested by this MDA.

7.2.2. Exceptions. The applicability of the City's Vested Laws specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer Agreement.* City's Future Laws that Master Developer and Owner agree in writing to the application and scope thereof to the Property. Master Developer and Owner may withhold their consent to the application of any of the City's Future Laws in each of their sole discretion;

2. *Compliance with State and Federal Laws.* City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Property;

3. *Safety Code Updates.* City's Future Laws that are updates or amendments to existing building, 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. *Taxes.* Taxes, or modifications thereto, so long as such taxes

are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and managed by Owner;

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City'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 (2017); and

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

8. **Approval Processes for Development Applications.**

8.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and construct portions of the Master Plan for the Property in phases.

8.2. **Processing Under City's Future Laws.** Approval processes (e.g., which body of the City considers / hears / approves various types of Development Applications) for Development Applications shall be as provided in the City's Future Laws except as

otherwise provided in this MDA.

8.3. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner and Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application so long as Owner and Master Developer and any Subdeveloper is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Owner and Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Owner and Master Developer from relying for other Development Applications on the City's Vested Laws.

8.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

8.5. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of any party, the Parties will confer and determine whether the City and the Master Developer or a Subdeveloper (if applicable) wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs

then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

8.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

8.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification,

subject to required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

8.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. This Section shall not be construed to relieve the Master Developer of any plan review fees, inspections fees or other fees normally required by the City.

8.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed

consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

8.9. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species" and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant.

8.10. **City Denial of a Development Application.** If the City denies a Development Application or a Village Concept Plan, the City shall timely provide a written determination advising the Applicant of the reasons for Denial, including specifying the reasons the City believes that the Development Application or Village Concept Plan is not consistent with this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

8.11. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application or Village Concept Plan.

8.12. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's Denial of a Development Application is based on the Denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such Denial through the applicable procedures for such a decision and not through the processes specified below.

8.13. **Mediation of Development Application Denials.**

8.13.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 8.14 shall be mediated.

8.13.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8.14. **Arbitration of Development Application Objections.**

8.14.1. Issues Subject to Arbitration. Issues regarding the City's Denial of

a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or City Vested Law (or, if applicable, a City Future Law) is not an issue subject to arbitration.

8.14.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 8.13.

8.14.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City to pay the arbitrator's fees.

8.15. **Parcel Sales.** The Parties acknowledge that the most efficient and

economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Property or a particular Parcel therein, the City further agrees that, consistent with the provisions of Utah Code Ann., §10-9a-103(60)(c)(v) (2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the City to transfer such Parcel via a metes and bounds legal description.

9. **Exclusion from Moratoriums.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §10-9a-504, (2017) unless such a moratorium is found on the record by the Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

10. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application as set forth in Section 8.3.

11. **Parks and Open Space.**

11.1. **Cory Wride Memorial Park.** Master Developer will contribute to the City a total of $1,710,000.00 for investment in the Cory Wride Memorial Park. The payments will be made in increments of $570,000.00 per year beginning with the first payment on or

before February 27, 2019 and the remaining two increments on even dates in 2020 and 2021. The obligation to make these payments is a personal covenant of the Master Developer as of the effective date of this MDA, and does not run with the land, provided that City may withhold approval of any final plat on the Property if Master Developer is in breach of its obligation to make such payment.

11.2. **Pony Express Trail Park Improvements.** Master Developer shall install landscaping through the portion of the Pony Express Trail Park adjacent to Villages 1, 2, 3 and 8 on the west side of the existing asphalt trail at the time the City installs the landscaping on the east side of the existing asphalt trail (as required by Section 12.1). If Master Developer is still utilizing the temporary detention basins in the Pony Express Trail Park at such time, then Master Developer shall, instead, landscape the temporary detention basins when the basins are removed. At a minimum, Master Developer will install enhanced native landscaping through the applicable portion of the Pony Express Trail Park. However, in accordance with Section 12.3, the Parties have agreed to cooperate in good faith to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within the Pony Express Trail Park. The improvements within the Pony Express Trail Park shall be in the sole discretion of Master Developer, but it is anticipated that Master Developer may install contouring, grass areas, trees, above-ground drainage streams or other improvements if both Owner and City agree to such improvements.

11.3. **Village 1.** Exhibit "F" is a detailed plan for the Village 1 parks, open space and amenities. Village 1 will include a total of approximately 8 acres of parks, community amenities, open space, Club Ivory, and Trail system:

11.3.1. A Club Ivory and an approximately 4-acre park will be constructed in Village 1 the sooner of the recording of a plat containing the 150th Building Permit for Village 1 or within 3 years of the date of this MDA;

11.3.2. An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th Building Permit for Village 1 or within 5 years of the date of this MDA; and

11.3.3. An additional approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 450th building permit for Village 1 or within 7 years of the date of this MDA.

11.4. **Other Villages and Pony Express Parcel.** Parks, open space and amenities in the Property (other than Village 1) shall be dedicated and constructed as specified below.

11.4.1. Parks, Trails and Open Space Requirements. Unless otherwise approved by the City Council, at a minimum park and improved open spaces shall include the following features and improvements: (1) sod areas large enough for children's play (including multi-use fields), (2) irrigation system to City standards (as required by the City's Future Laws); (3) access along a public road; (4) sufficient paved parking for use of improvements; (5) seating areas with shade structures, pavilions, or trees for shade; (6) asphalt trails or concrete sidewalks connecting the park to the neighborhood and internal trail; (7) a variety of landscaping, including trees, shrubs, and water-wise landscaping; (8) garbage receptacles, drinking fountains, picnic tables, barbeques or other improvements necessary for use or enjoyment of park features; and (9) public bathroom facilities

(for Large Parks). In addition, parks should generally include one or more of the following types of park improvements sufficient for the size of the neighborhood and intended use of the park: basketball court, sports court, splash pad, skate park, large playground structure, or large group pavilion. It is the expectation of the Parties that parks will be improved with a similar level of improvements and amenities as the example parks depicted in Exhibit "E". Subject to the foregoing, the Parties agree that the design and amenities in each park will vary based on the location of the park, surrounding housing types, and changing needs of the community, and that the park design and amenities shall generally be in the discretion of the Master Developer.

11.4.2. Public Park Improvements. In order to allow the City to efficiently maintain public parks and open spaces, all improvements in Required Parks that will be dedicated to the City shall comply with the City's Future Laws with respect to sprinkler and irrigation systems, water usage, fencing, plant and tree types, and construction materials, provided that the City's Future Laws do not substantially increase the cost of such improvements. Master Developer shall reasonably cooperate with City to provide improvements and amenities in public parks that can be efficiently and cost effectively maintained by the City.

11.4.3. Park Plan Approval. Prior to construction or dedication of any Required Park, Master Developer shall submit to the City a detailed park plan. The City Council shall review the park plan, and may deny the park plan if the park plan does not comply with the requirements in subsections 11.4.1 or 11.4.2. Any dispute

about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

11.4.4. Village 2. A Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to recordation of a plat containing the 200th Residential Dwelling Unit in Village 2.

11.4.5. Village 3. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 115th Residential Dwelling Unit in Village 3.

11.4.6. Village 4. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 400th Residential Dwelling Unit in Village 4.

11.4.7. Village 5. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 5.

11.4.8. Village 7. A Small Park shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 150th Residential Dwelling Unit in Village 7 and, also, a Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and

dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 2.

11.4.9. Village 8. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) upon the sooner of the recordation of a plat containing the 80th Residential Dwelling Unit in Village 8 or within 2 years of the recordation of the first plat in Village 8.

11.4.10. Pony Express Parcel. A Medium Park shall be constructed and dedicated to the City prior to the recordation of a plat containing the 150th Residential Dwelling Unit in the Pony Express portion of the Property.

11.4.11. Alternative Bonding for Park Improvements. In the event that Master Developer is unable to complete any Required Park in the timeframes specified in Sections 11.3.1 – 11.4.9, Master Developer may provide to the City a cash bond in the amount of 150% the anticipated cost of all remaining improvements in the Required Park, which cost shall be commercially reasonable. Notwithstanding the bond, Master Developer shall prosecute the completion of the Required Park with commercial due diligence.

11.5. **Dedication of Parks.** Certain of the parks in Sections 11.3 and 11.4 and, also, certain Neighborhood Project Parks, may be dedicated to the City upon their completion and acceptance. Unless otherwise agreed to by the Parties, those parks described as Club Ivory, or Neighborhood Project Parks will not be dedicated to the City but, instead, be owned and maintained by an HOA while Small Parks, Medium Parks and Large Parks will be dedicated to the City.

11.6. **Trails.** Exhibit "I" is the Trails Master Plan. Master Developer will dedicate to the City and construct the Trails with the improvements of each Phase to which a section of Trail is adjacent or included.

11.6.1. Trails Standards. Asphalt Trails shall be 10 feet wide along pedestrian corridors. Unless amended by the City Future Laws as provided herein, asphalt Trails shall consist of six inches of base and three inches of asphalt and shall be placed on undisturbed native material or documented fill material properly compacted. Base shall extend past Trail edges six inches on both sides. Master Developer, in its discretion, may use alternative upgraded designs or materials including concrete or adding additional width.

11.7. **Maintenance of Parks and Trails Dedicated to the City.** Upon acceptance by the City of any park being dedicated to the City pursuant to Section 11.6, the City shall be responsible for maintaining such park or Trail.

11.8. **Owners Dedication Language.** Most dedications by Owner to the City pursuant to this MDA shall occur through a dedication plat. In such circumstances, the plat shall contain Owner's dedication language materially the same as the example in Exhibit "G". Certain dedications may occur through the issuance of a patent deed or other type of deed. In both circumstances, the plat and conveyance deed shall contain restrictions regarding the use of such lands restricting the use of such lands for the purpose for which it was granted.

11.8.1. Use Restrictions. Conveyances to the City of properties for Parks or Trails shall include deed restrictions limiting the uses of the property to passive and active recreation improvements.

11.9. **Tax Benefits.** The City acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the property for the Cory Wride Memorial Park, other City Parks, or contributing payments for investment in Cory Wride Memorial Park to the City or to a charitable organization to the extent that Master Developer or Owner is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to allow Master Developer to take advantage of any such tax benefits.

12. **Additional Consideration by Owner and Master Developer.** As additional consideration to the City in the nature of parks and open space dedications, Owner and Master Developer shall:

12.1. **Pony Express ROW Expansion.** On or before June 30, 2018, dedicate to the City and release or amend deed restrictions for approximately 11 acres of additional right-of-way along the Pony Express Parkway to allow the City to expand the Pony Express Parkway right-of-way to 152 feet. The details of the expansion of the Pony Express Parkway as it relates to the presently existing asphalt trail and Pony Express Trail Park and to the future expansion are illustrated, in cross-section view, on Exhibit "I". In the event the City allows Pony Express Parkway to be expanded to three lanes in each direction, City will install a 30-foot landscaped park strip on the east side of Pony Express Parkway and install landscaping between the existing asphalt trail and Pony Express Parkway on the west side of Pony Express Parkway. For purposes of this MDA, a "lane" shall include those lanes constructed for through-traffic as well as any turn, emergency or similar lanes.

The type of landscaping and amenities, and the design of the park strips, shall be in the sole discretion of the City, provided that the landscaping does not include amenities or improvements that violate the deed restrictions that encumber the property. If the expanded Pony Express Parkway encroaches upon the presently existing asphalt trail, then the City shall relocate the affected portion of the asphalt trail at its own expense.

12.2. **Recreational Parcel.** On or before June 30, 2018, dedicate to the City approximately 13.4 acres, as shown on the Master Plan. The deed restrictions shall be the same as the deed restrictions in State of Utah Exchange Patent 19738, except paragraph 3 under Prohibited Improvements and Uses shall read: "Commercial uses (other than minor concession, minor commercial uses directly related to allowed recreational amenities, or fees related to use of the recreational amenity)" and a new paragraph 4 under Prohibited Improvements and Uses shall read: "Parking lots that are unrelated to permissible improvements."

12.3. **Pony Express Trail Park Restrictions.** The Pony Express Trail Park was dedicated by Owner to City for the purpose of preserving the existing Pony Express trail and associated historic and scenic features. The conveyance document for this park contains deed restrictions intended to cause this preservation. Owner shall cooperate in good faith with City to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within this park, provided such improvements or uses are compatible with the purposes for which the park was dedicated.

12.4. **High School Road.** On or before June 30, 2018, dedicate to the City approximately 0.8 acres to allow High School Road, including a reasonably-sized turn lane, on the Property to be completed to City standards.

12.4.1. The City will complete the dedicated portion of High School Road on the Property to the west of the High School prior to the High School's anticipated fall-2019 opening.

12.5. **Airport Road.** Owner has already dedicated to the City property commonly referred to as the "Airport Road". The Master Plan contemplates a different alignment of Airport Road. The City and Owner shall work together to relocate the dedicated portions of Airport Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.6. **Bypass Road.** Owner has already dedicated to the City property commonly referred to as the "Bypass Road". Instead, the City and Owner shall, as and when requested by Master Developer, work together to relocate the dedicated portions of Bypass Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.7. **Lake Mountain Road.** Owner has provided an easement from Pony Express Parkway to the City-owned portion of Lake Mountain Road. That easement will be relinquished by the City when Master Developer completes a publicly dedicated connection in an alignment to be determined in the future by Master Developer and the

City as a part of a Subdivision of the relevant portion of the Property, as set forth in the easement.

12.8. **Hidden Valley Road.** The Master Plan shows a road connection through the project know as Hidden Valley Road. Master Developer shall, as a part of the completion of the infrastructure for any Development Application that would include a portion of Hidden Valley Road, complete that portion of the road within the Property. The location of Hidden Valley Road on the Master Plan is a general depiction only. The actual alignment of said road is to be determined in the future by Master Developer and the City as a part of a Subdivision of the relevant portion of the Property and may be combined with the future Lake Mountain Road connection.

13. **Public Improvements.**

13.1. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

13.2. **No Additional Backbone Improvements Requirements.** Any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the development of the Property shall be in accordance with Utah law.

13.3. **Construction Prior to Completion of Infrastructure.** City shall comply with Utah law and the City's Vested Laws with respect to building permits or permits for model homes, home shows, sales offices, construction trailers, or similar temporary uses.

13.3.1. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy

shall be permitted unless all Project Infrastructure and Backbone Improvements (except for landscaping which shall be considered pursuant to Section 17.1) required pursuant to an approved Development Application are installed to Substantial Completion.

14. **Water.**

14.1. **Water Rights.** Owner has banked water rights with the City for use on several properties within the City boundaries. The banked water rights are 785.402 acre-feet of water from Utah Water Right No. 54-1173 (a23069f) (500-acre feet), Utah Water Right No. 54-1153 (a29551) (200.376-acre feet), Utah Water Rights No. 54-1146 and 54-1147 (a28384) (52.506-acre feet), and Utah Water Right No. 54-145 (a36950) (32.52-acre feet).

14.2. **CWP Water Leased By Owner.** Owner has previously purchased the right to use 1,000 acre-feet of the City's interest in Central Utah Water Conservancy District water delivered to the City.

14.3. **Water Reservation.** The City and Owner shall cooperate in good faith to consider the reservation of water for the development of the Property, subject to payment of a reasonable reservation fee.

15. **CC&Rs**. The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&Rs. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City.

16. **Payment of Fees.**

16.1. **General Requirement of Payment of Fees.** Master Developer or a Subdeveloper shall pay to the City all fees (including, but not limited to, plan review fees,

Impact Fees, hookup fees and inspection fees) in amounts specified in the City's Future Laws.

16.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. City shall ensure that Master Developer is either not charged Impact Fees for System Improvements constructed by Master Developer or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for System Improvements constructed by Master Developer as required by State law.

16.3. **Reimbursement for "Upsizing".** In accordance with Utah law, the City shall not require Owner or Master Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Owner and Master Developer are made to compensate Master Developer for the costs of such upsizing.

16.4. **Main Sewer Line.** Owner constructed the Main Sewer Line. The Main Sewer Line was intended to provide all capacity necessary to provide sanitary sewer services to the estimated 3,800 Residential Dwelling Units for Overland, as described in Exhibit "B". The City acknowledges that Owner and Master Developer are concerned that by allowing other property owners to connect to the Main Sewer Line without the City constructing other sewer lines to service any portion of Overland, Master Developer may be in a situation in the future in which a new major sanitary sewer line is necessary to service Overland that would not have been necessary if City did not allow other property owners to connect to the Main Sewer Line. Accordingly, in the event the City allows other

property owners to utilize capacity in the Main Sewer Line, and the utilization of such capacity requires the construction of additional sanitary sewer capacity that would not have otherwise been required as part of Overland, the City shall construct such additional capacity, and City may assess impact fees to property owners (other than Master Developer or Owner) to cover the cost of such capacity. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

17. **Construction Standards and Requirements.**

17.1. **Separate Security for Landscaping.** Master Developer shall comply with City bonding requirements for required improvements, except security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the City separate from the security instrument(s) used for the other portion of the public improvements.

17.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

17.3. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Applicant shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

18. **Provision of Municipal Services**. The City shall provide all City services to the Property that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, sanitary sewer, garbage collection, police, fire and other emergency services. Such services shall be provided to the Property at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

19. **Default.**

19.1. **Notice.** If the Owner, Master Developer or the City 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 Parties. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer and Owner.

19.2. **Contents of the Notice of Default.** The Notice of Default shall:

19.2.1. Claim of Default. Specify the claimed event of Default;

19.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

19.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

19.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

19.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 8.11, 8.13 and 8.14. If the claimed Default is subject to Arbitration as provided in Section 8.14.3 then the Parties shall follow such processes.

19.4. **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to Arbitration then the Parties may have the following remedies:

19.4.1. Owner and Master Developer's Remedies. Owner and Master Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and City's obligations under this MDA. IN NO EVENT SHALL CITY BE LIABLE TO OWNER OR MASTER DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

19.4.2. City's Remedy Upon Default. City 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 Master Developer or

Owner, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. City 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.

19.5. **Public Meeting.** Before any remedy in Section 19.4.2 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

19.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default would also impair a compelling, countervailing interest of the City then the City may impose the **remedies** of Section 19.4.2 without the requirements of Sections 19.3. The City shall give Notice to the Master Developer, Owner and any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer, Owner and any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

19.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days of receipt of notice by the defaulting party then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

19.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

20. **Assumption of Rights of Master Developer.**

20.1. **Owner Right to Assume Position of Master Developer.** The Parties

acknowledge that Master Developer and Owner have entered into the Development Lease for the development of Overland, and that Master Developer also has a right of first refusal on Pony Express. If the Development Lease expires or otherwise terminates prior to Buildout, then Owner shall have the right (in its sole discretion) to assume the position of the Master Developer under this MDA and shall thereby assume all the rights, responsibilities and obligations of the Master Developer, except as expressly set forth herein. Owner shall exercise its right to assume the position of the Master Developer by providing Notice of such to the City. Owner shall have the right to further assign these rights and obligations in its sole discretion, and shall exercise its right to further assign by providing Notice of such to the City. The obligations of the Parties concerning the assignment of rights under this MDA, as set forth in Section 30, shall not apply to those circumstances described in this Section 21.1.

20.2. **Appointment of Additional Master Developer for Pony Express.** The Parties acknowledge that Owner and a party other than the Parties to this MDA may enter into a development agreement for Pony Express at some point in the future. In such circumstances, Owner shall have the right to add such developer as a party to this MDA. That developer shall also be considered a Master Developer under this MDA, and shall have all those rights, responsibilities and obligations associated with the Master Developer for Pony Express only. In such circumstances, the rights, responsibilities and obligations of Ivory Homes, Ltd. as Master Developer shall be limited to those associated with Overland only. Owner shall add a developer of Pony Express to this MDA by providing Notice of such to the other Parties, and executing any legal documents reasonably required by the other Parties to this MDA to effectuate such an addition.

20.3. **Exceptions.** If Owner assumes the position of Master Developer under this MDA pursuant to Section 20.1 prior to the payment of the entire $1,710,000.00 investment for Cory Wride Memorial Park, described in Section 11.1, Owner shall not be responsible for any portion of these payments.

21. **Notices**. All Notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:
Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

To Owner:
School and Institutional Trust Lands Administration
Attn: Development Group
675 East 500 South, Suite 500
Salt Lake City, UT 84102

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

21.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. Physical Delivery. Its actual receipt, if delivered personally, or by courier service.

21.1.2. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its

address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Actions.**

22.1. **Allowable Administrative Actions.** The following modifications to this MDA may be considered and approved by the Administrator.

22.1.1. Infrastructure. Modification of the location and sizing of the infrastructure for the Property that does not materially change the functionality of the infrastructure.

22.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

22.2.1. Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Action, then the Administrator may require the Administrative Action to be processed as a Modification Application.

22.2.2. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon the Administrative Action within a reasonable time.

22.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 22.2.1 requiring that the proposed Administrative Action be considered by the City Council as a Modification Application then

approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the City.

22.2.4. City Council Requirement of Modification Application Processing. Any member of the Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

22.2.5. Appeal of Administrator's Denial of Administrative Action. If the Administrator denies any proposed Administrative Action, the Applicant may process the proposed Administrative Action as a Modification Application.

23. **Amendment**. Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who may Submit Modification Applications.** Only the City and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. Identification of Property. Identify the property or properties affected by the Modification Application.

23.2.2. Consent of Owner. Owner's consent to filing a Modification Application shall be required.

23.2.3. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Property.

23.2.4. Identification of Non-City Agencies. Identify any Non-City Agencies potentially having jurisdiction over the Modification Application.

23.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

23.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.3. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.4. **Planning Commission Review of Modification Applications.**

23.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and complexity of the Modification Application.

23.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.6. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

23.7. **Meet and Confer regarding Modification Applications.** The Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Council's objections.

23.8. **Mediation of Council's Objections to Modification Applications.** If the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and the City shall each pay one-half of the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

24. **10-year Reviews**. Every ten years after the date of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time

and place mutually agreeable to the Parties between January 15 and February 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

25. **Estoppel Certificate**. Upon twenty (20) days prior written request by Owner, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owner, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

27. **Entire Agreement**. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

28. **Headings**. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

29. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

30. **Assignability**. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City and Owner as provided herein.

30.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

30.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Property or Master Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City and Owner unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City and Owner Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

30.3. **Notice.** Master Developer shall give Notice to the City and Owner of any proposed assignment and provide such information regarding the proposed assignee that the City and Owner may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City and Owner with all necessary contact information for the proposed assignee.

30.4. **Deemed Approved.** Unless the City or Owner objects in writing within

twenty (20) business days, the City and Owner shall be deemed to have approved of and consented to the assignment.

30.5. **Partial Assignment.** If any proposed assignment is for less than all of Master 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. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

30.6. **Grounds for Denying Assignment.** The City and Owner may only withhold their consent if the City and Owner are not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City or Owner to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 8.11 and 8.13. If the refusal is subject to "Arbitration" as provided in Section 8.14 then the Parties shall follow such processes.

30.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

31. **Binding Effect**. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master

Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

32. **No Waiver**. Failure of any of the Parties 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.

33. **Severability**. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

34. **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.

35. **Time is of the Essence**. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor of the City. The initial representative for Master Developer shall be Chris Gamvroulas. The initial

representative for Owner shall be Elise Erler. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

37. **Mutual Drafting**. Each of the Parties has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which party drafted any particular portion of this MDA.

38. **Applicable Law**. This MDA is entered into in the City 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.

39. **Venue**. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

40. **Counterpart Execution**. This MDA may be executed in counterparts.

41. **Recordation and Running with the Land**. This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA. The electronic data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

42. **Authority**. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to the motion approving the MDA adopted by the City on December 5, 2017. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

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

MASTER DEVELOPER
Ivory Homes, Ltd.

By: CLARK D. IVORY
Its: CEO

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the 31st day of May, 2018, personally appeared before me CLARK IVORY the CEO of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

NOTARY PUBLIC
Residing at: Salt Lake County

BRYON FRANKLIN PRINCE
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 681328
COMM. EXP. 01-26-2019

CITY
EAGLE MOUNTAIN CITY

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

City Attorney

Attest:

City Recorder

CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 31 day of May, 2018, 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

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 686717
COMM. EXP. 01-17-2020

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

David Ure

By: David Ure
Its: Director

Approved as to Form:

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On 24th the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

Alan Russell Roe
NOTARY PUBLIC
Residing at: Salt Lake County

ALAN RUSSELL ROE
Notary Public State of Utah
My Comm. Exp: May 6, 2021
Comm. Number: 694764

TABLE OF EXHIBITS

Exhibit "A"	Legal Description and General Depiction of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	Reimbursable Improvements
Exhibit "E"	Parks and Open Space Examples
Exhibit "F"	Village 1 Parks, Open Space, Trails, and Amenities Master Plan
Exhibit "G"	Sample Owner's Dedication Language
Exhibit "H"	Trails Plan
Exhibit "I"	Cross Section of Expansion of Pony Express Parkway

Exhibit "A"

Legal Description and General Depiction of Property

Legal Description of Property:

Overland parcels:

VILLAGE 1 (PARCEL 36-E)

A portion of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N1°04'47"E along the Section line 2,671.07 feet to a 1987 Utah County monument marking the West ¼ Corner of said Section 36; thence N0°36'31"E along the Section line 2,062.29 feet to the southwesterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Southeasterly along the arc of a 1,675.07 foot radius non-tangent curve (radius bears: N70°24'53"E) 1,226.75 feet through a central angle of 41°57'40" (chord: S40°33'57"E 1,199.52 feet); thence S61°32'47"E 2,832.41 feet to the westerly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 2 (two) courses and distances: S28°27'14"W 517.50 feet; thence Southwesterly along the arc of a 795.58 foot radius non-tangent curve (radius bears: S61°36'35"E) 64.28 feet through a central angle of 4°37'46" (chord: S26°04'32"W 64.26 feet) to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail D1 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S65°29'22"E along said property 197.11 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S24°30'33"W along said road 59.86 feet to the northeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail E in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence N65°29'22"W along said property 197.17 feet to the easterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S24°30'38"W 886.52 feet; thence along the arc of a 202.61 foot radius curve to the right 60.92 feet through a central angle of 17°13'38" (chord: S33°07'27"W 60.69 feet); thence S41°44'16"W 716.26 feet to the southwesterly line of said Trail D1; thence along said trail parcel the following 5 (five) courses and distances: Southeasterly along the arc of a 655.00 foot radius non-tangent curve (radius bears: N84°54'06"E) 269.20 feet through a central angle of 23°32'52" (chord: S16°52'20"E 267.31 feet); thence S30°48'02"E 180.77 feet; thence along the arc of a 15.00 foot radius curve to the left 17.21 feet through a central angle of 65°43'37" (chord: S63°39'50"E 16.28 feet) to a point of reverse curvature; thence along the arc of a 130.00 foot radius curve to the right 21.26 feet through a central angle of 9°22'07" (chord: N88°09'25"E 21.23 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 14.99 feet through a central angle of 57°15'43" (chord: N64°12'37"E 14.38 feet) to the northwesterly line of said Sweetwater Road; thence along said road the following 2 (two) courses

Exhibit "A" (continued)

and distances: S27°16'59"W 74.53 feet; thence along the arc of a 2,495.00 foot radius curve to the left 40.92 feet through a central angle of 0°56'23" (chord: S26°48'48"W 40.92 feet); thence N65°14'49"W 24.00 feet; thence along the arc of a 267.00 foot radius curve to the left 62.47 feet through a central angle of 13°24'21" (chord: N71°56'59"W 62.33 feet) to the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail F in Deed Entry No. 63439:2005 of the Official Records of Utah County, the previous 2 (two) courses along the extension of, and along the northerly line of Midvalley Road as dedicated as part of MIDVALLEY ROAD Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Trail parcel the following 4 (four) courses and distances: Northeasterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: S61°05'44"E) 12.89 feet through a central angle of 5°40'49" (chord: N31°44'41"E 12.88 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 17.12 feet through a central angle of 65°23'09" (chord: N1°53'31"E 16.20 feet); thence N30°48'04"W 182.70 feet; thence along the arc of a 745.00 foot radius curve to the right 227.50 feet through a central angle of 17°29'47" (chord: N20°02'13"W 226.62 feet) to the southeasterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S41°44'18"W 0.54 feet to the easterly line of said MIDVALLEY ROAD Phase 1 Subdivision; thence along said Plat the following 4 (four) courses and distances: Northwesterly along the arc of a 745.00 foot radius non-tangent curve (radius bears: N78°39'39"E) 153.00 feet through a central angle of 11°46'00" (chord: N5°27'21"W 152.73 feet); thence N0°25'39"E 513.37 feet; thence N89°34'21"W 1,084.31 feet; thence S0°25'39"W 1,110.53 feet to the Section line; thence N89°17'16"W along the Section line 982.89 feet to the point of beginning.

Contains: 193.90+/- acres

VILLAGE 2 (PARCEL 36-A)

A portion of the NW1/4 and the NE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located S89°27'10"E along the Section line 103.03 feet from a 2002 Utah County monument marking the Northwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°27'10"E along the Section line 2,572.06 feet to a 1960 Utah County monument marking the North ¼ Corner of said Section 36; thence S89°36'58"E along the Section line 1,522.16 feet to the northwest corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail A in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S0°23'02"W 25.00 feet; thence S54°09'26"E 248.32 feet; thence S11°08'55"W 48.72 feet to the northeast corner of that Real Property conveyed to Eagle Mountain City described as Exhibit "A" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S42°09'31"W 134.22 feet; thence S6°36'38"W 68.52 feet; thence S13°15'31"E 154.22 feet to the southwest corner of said Pony Express Trail A; thence S78°51'05"E along said trail parcel 199.60 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County;

Exhibit "A" (continued)

thence S11°08'50"W along said roadway 60.00 feet to the north line of Pony Express Trail B described in said Deed Entry No. 63439:2005; thence N78°51'05"W along said trail parcel 196.98 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S11°08'55"W 315.69 feet; thence along the arc of a 712.61 foot radius curve to the right 215.23 feet through a central angle of 17°18'19" (chord: S19°48'05"W 214.42 feet); thence S28°27'14"W 1,194.43 feet to the south line of said Pony Express Trail B; thence S61°32'46"E along said trail parcel 197.10 feet to the westerly line of said Sweetwater Road; thence S28°27'09"W along said Road 59.99 feet to the north line of Pony Express Trail C1 described in said Deed Entry No. 63439:2005; thence N61°32'46"W along said trail parcel 197.10 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S28°27'14"W along said lands 469.02 feet to the northeasterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: N61°32'47"W 2,832.41 feet; thence along the arc of a 1,469.07 foot radius curve to the right 1,593.70 feet through a central angle of 62°09'23" (chord: N30°28'08"W 1,516.69 feet) to the point of beginning.

Contains: 167.12+/- acres

VILLAGE 3 (PARCEL 36-B)

A portion of the NE1/4 and the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2001 Utah County monument marking the Northeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S0°36'01"W along the Section line 2,698.21 feet to a 1971 Utah County monument marking the East ¼ Corner of said Section 36; thence S0°36'01"W along the Section line 2,640.39 feet to a 1913 GLO monument marking the Southeast Corner of said Section 36, said corner also being on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N1°02'41"W 468.20 feet; thence along the arc of a 2,103.00 foot radius curve to the left 2,220.67 feet through a central angle of 60°30'06" (chord: N31°17'44"W 2,118.93 feet); thence N61°32'47"W 447.25 feet to the southeasterly corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail C2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northwesterly along the arc of a 216.85 foot radius non-tangent curve (radius bears: N65°46'55"W) 308.63 feet through a central angle of 81°32'47" (chord: N16°33'18"W 283.23 feet) to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N28°27'09"E 1,522.91 feet; thence along the arc of a 1000.00 foot radius curve to the left 302.03 feet through a central angle of 17°18'19" (chord: N19°48'00"E 300.89 feet); thence N11°08'50"E 975.50 feet to the north line of said Section 36; thence S89°36'58"E along the Section line 623.01 feet to the point of beginning.

Contains: 90.26+/- acres

Exhibit "A" (continued)

VILLAGE 4 (ALL OF PARCEL 1-C & PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 3 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County located N89°22'22"W along the Section line 100.06 feet from a 1913 GLO monument marking the Northeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence along said Parcel 3 & Parcel 2 of said Exhibit B the following 3 (three) courses and distances: S0°18'26"W 1,937.28 feet; thence along the arc of a 1,543.83 foot radius curve to the right 819.70 feet through a central angle of 30°25'17" (chord: S15°31'05"W 810.11 feet); thence S30°43'43"W 2,249.70 feet to the south line of said Section 1; thence N89°30'11"W along the Section line 731.62 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 2,257.61 feet; thence East 780.42 feet; thence North 2,402.25 feet to the Section line; thence S89°22'22"E along the Section line 1,328.04 feet to the point of beginning.

Contains: 145.25+/- acres

PARCEL 1-C: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Southeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence N89°30'11"W along the Section line 1,347.75 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 & Parcel 1 of said Exhibit B the following 2 (two) courses and distances: N30°43'43"E 2,197.26 feet; thence along the arc of a 1,723.83 foot radius non-tangent curve (radius bears: N56°39'47"W) 605.16 feet through a central angle of 20°06'50" (chord: N23°16'48"E 602.06 feet) to the east line of said Section 1; thence S0°18'12"W along the Section line 2,453.52 feet to the point of beginning.

Contains: 35.74+/- acres

PORTION OF PARCEL 1-A: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northwest Corner of that Real Property described in Deed Entry No. 18900:2017 of the Official Records of Utah County, located N00°27'00"E along the ¼ Section line 1,337.61 feet from the South 1/4 Corner of Section 1, T6S, R2W, SLB&M; thence N0°27'00"E along the 1/4 Section line 918.83 feet; thence East 381.86 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S0°00'12"E along said Right-of-Way 919.45 feet to the northerly line of said Deed Entry No. 18900:2017; thence N89°27'44"W along said deed 389.12 feet to the point of beginning.

Contains: 8.12+/- acres

Exhibit "A" (continued)

VILLAGE 5 (PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°22'22"E along the Section line 244.89 feet; thence South 2,402.25 feet; thence West 780.42 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 1,246.31 feet to the south line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park C in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence along said Park Parcel the following 4 (four) courses and distances: N89°59'41"E 399.92 feet; thence N0°00'20"W 430.00 feet; thence Southwesterly along the arc of a 1,616.71 foot radius non-tangent curve (radius bears: N6°53'57"W) 332.40 feet through a central angle of 11°46'48" (chord: S88°59'27"W 331.81 feet); thence N81°14'44"W 43.67 feet to the easterly line of said Sweetwater Road; thence Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S81°44'14"E) 770.18 feet through a central angle of 18°20'55" (chord: N17°26'14"E 766.89 feet) to the north line of said Section 1; thence S89°12'34"E along the Section line 280.88 feet to the point of beginning.

Contains: 37.25+/- acres

PORTION OF PARCEL 1-A: A portion of the NW1/4, NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the southerly line of that Real Property described in Deed Entry No. 19072:2005 of the Official Records of Utah County, located S01°22'27"W along the Section line 1,603.65 feet and East 1,942.99 feet from the Northwest Corner of Section 1, T6S, R2W, SLB&M; thence along said deed the following 3 (three) courses and distances: N89°59'40"E 719.20 feet; thence N00°00'18"W 400.00 feet; thence N89°59'40"E 400.08 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S00°00'12"E along said Right-of-Way line 1,246.32 feet; thence West 381.86 feet to the 1/4 Section line; thence N00°27'05"E along the 1/4 Section line 421.83 feet to the Center 1/4 Corner of said Section 1; thence N89°25'35"W along the 1/4 Section line 740.79 feet; thence N00°00'17"W along the extension of and along said deed 416.97 feet to the point of beginning.

Contains: 18.20 acres+/-

VILLAGE 6 (PORTION OF PARCEL 1-A)

A portion of the NW1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 1, T6S, R2W, S.L.B.& M.; thence S89°25'23"E along the Section line 951.55 feet to a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°17'16"E along the Section line 982.89 feet to the westerly line of MIDVALLEY ROAD Phase

Exhibit "A" (continued)

1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S0°25'39"W along said Plat 84.27 feet; thence S89°34'21"E along said Plat and extension thereof 601.05 feet to the northwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail G in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S41°43'17"W along said Trail parcel 482.17 feet; thence N89°01'19"W 1,242.21 feet along the extension of, and along the northerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park A in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S1°14'03"W along said Park Parcel 1,449.26 feet to the southwesterly line of said Pony Express Trail G Parcel; thence S3°01'08"W along said Trail Parcel 66.85 feet; thence S89°18'12"E 967.57 feet along said Trail Parcel and along the southerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park B in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S0°00'17"E 43.48 feet to the 1/4 Section line; thence N89°25'34"W along the ¼ Section line 1,952.67 feet to a 1990 Utah County monument marking the West ¼ Corner of said Section 1; thence N1°22'28"E along the Section line 2,001.17 feet to the point of beginning.

Contains: 59.53+/- acres

VILLAGE 7 (PARCELS 12-A, 12-B AND 12-C):

PARCEL 12-A: A portion of the NW1/4 and the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°21'52"E along the Section line 2,685.10 feet to a 1958 Utah County monument marking the North ¼ Corner of said Section 12; thence S89°30'11"E along the Section line 399.70 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S0°00'12"E along said road 1,404.25 feet to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of the NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 409.41 feet to the southeast corner of the N1/2 of the NW1/4 of said Section; thence S88°46'11"W along the 40 acre (1/16th Section) line 2,736.06 feet to the west line of Section 12; thence N2°17'03"E along the Section line 1,506.48 feet to the point of beginning.

Contains: 103.99+/- acres

PARCEL 12-B: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County located S89°30'11"E along the Section line 489.70 feet from a 1958 Utah County monument marking the North ¼ Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°30'11"E along the Section line 731.62 feet to the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 of said Exhibit B the following 4 (four) courses and distances: S30°43'43"W 1,000.19 feet; thence along the arc of a 555.00 foot radius curve to the right 188.22

Exhibit "A" (continued)

feet through a central angle of 19°25'50" (chord: S40°26'38"W 187.32 feet); thence S50°09'33"W 84.57 feet; thence along the arc of a 345.00 foot radius curve to the left 47.12 feet through a central angle of 7°49'29" (chord: S46°14'48"W 47.08 feet) to the easterly line of said Sweetwater Road; thence N0°00'12"W along said road 1,095.40 feet to the point of beginning.

Contains: 10.09+/- acres

PARCEL 12-C: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 of the NE1/4 of Section 12, T6S, R2W, S.L.B.& M. located N89°30'11"W along the Section line 1,336.62 feet from a 1958 Utah County monument marking the Northeast Corner of said Section 12; thence S0°25'35"W 1,375.70 feet along the east line of said NW1/4 of the NE1/4 to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of said NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 836.77 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 73.71 feet to a point on the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Bypass Road Parcel 2 the following 4 (four) courses and distances: Northeasterly along the arc of a 255.00 foot radius non-tangent curve (radius bears: N89°59'55"E) 223.26 feet through a central angle of 50°09'54" (chord: N25°04'52"E 216.20 feet); thence N50°09'33"E 84.57 feet; thence along the arc of a 645.00 foot radius curve to the left 218.74 feet through a central angle of 19°25'50" (chord: N40°26'38"E 217.69 feet); thence N30°43'46"E 1,052.65 feet to the north line of said Section; thence S89°30'11"E along the Section line 11.12 feet to the point of beginning.

Contains: 13.81+/- acres

VILLAGE 8 (PARCELS 36-C AND 36-D):

PARCEL 36-C: A portion of the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located N88°59'18"W along the Section line 206.14 feet from a 1913 GLO monument marking the Southeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N88°59'18"W along the Section line 749.99 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 1 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 1 and along Parcel 2 of said Exhibit B of said deed the following 3 (three) courses and distances: N0°18'26"E 638.43 feet; thence along the arc of a 1,194.67 foot radius curve to the left 1,374.04 feet through a central angle of 65°53'55" (chord: N32°38'31"W 1,299.55 feet); thence N65°29'30"W 421.12 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Northeasterly along the arc of a 455.00 foot radius non-tangent curve (radius bears: S65°17'44"E) 29.76 feet through a central angle of 3°44'53" (chord: N26°34'42"E 29.76 feet); thence N28°27'09"E 317.98 feet to the southwesterly corner of that

Exhibit "A" (continued)

Real Property conveyed to Eagle Mountain City described as Pony Express Trail D2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northeasterly along the arc of a 221.37 foot radius non-tangent curve (radius bears: N23°13'44"E) 306.85 feet through a central angle of 79°25'10" (chord: N73°31'09"E 282.87 feet) to the southwesterly line of said Airport Road; thence along said roadway the following 3 (three) courses and distances: S61°32'47"E 447.30 feet; thence along the arc of a 1,897.00 foot radius curve to the right 2,003.14 feet through a central angle of 60°30'06" (chord: S31°17'44"E 1,911.37 feet); thence S1°02'41"E 460.79 feet to the point of beginning.

Contains: 39.04+/- acres

PARCEL 36-D: A portion of the SE1/4 and the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N89°12'34"W along the Section line 280.88 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 4 (four) courses and distances: Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S63°23'19"E) 28.20 feet through a central angle of 0°40'18" (chord: N26°56'50"E 28.19 feet); thence N27°16'59"E 1,067.90 feet; thence along the arc of a 545.00 foot radius curve to the left 26.39 feet through a central angle of 2°46'26" (chord: N25°53'46"E 26.38 feet); thence N24°30'33"E 884.25 feet to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 and along Parcel 1 of said Exhibit B of said deed the following 3 (three) courses and distances: S65°29'35"E 421.11 feet; thence along the arc of a 1,014.67 foot radius curve to the right 1,165.25 feet through a central angle of 65°47'56" (chord: S32°35'32"E 1,102.27 feet); thence S0°18'26"W 720.28 feet to the south line of said Section 36; thence N89°22'22"W along the Section line 1,572.93 feet to the point of beginning.

Contains: 51.84+/- acres

The Overland parcels contain 974.14+/- acres

Pony Express parcel

THE EAST 1/ 2 OF THE SOUTHWEST 1/4 AND THE WEST 1/ 2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING BEING N89°33'04"W BETWEEN THE MONUMENTS LOCATED AT THE SOUTHEAST CORNER AND THE SOUTH 1/ 4 CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASED ON THE UTAH STATE PLANE COORDINATE SYSTEM, NAD83. CONTAINS 151.00 ACRES, MORE OR LESS. *LESS AND EXCEPTING THE FOLLOWING PARCEL OF LAND THAT WAS DEEDED TO EAGLE MOUNTAIN CITY FOR USE AS*

Exhibit "A" (continued)

PUBLIC SPACE (PONY EXPRESS TRAIL PARK): BEGINNING AT A POINT S00°20'56"E 2911.14 FEET AND S89°39'04"W 158.94 FEET FROM THE NORTH 1/ 4 CORNER OF SECTION 11, T6S, R2W, SLB&M. BASIS OF BEARING BEING: S89°39'04"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/ 4 CORNER OF SAID SECTION 11. THENCE S36°42'15"W 1810.28 FEET; THENCE N00°05'38"W 476.33 FEET; THENCE N36° 42'15"E 1243.06 FEET; THENCE S86°22'06"E 340.48 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

The Pony Express parcel contains 141.00 +/- acres

The Property contains 1,115.14+/- acres

Exhibit "A" (continued)

General Depiction of Property:

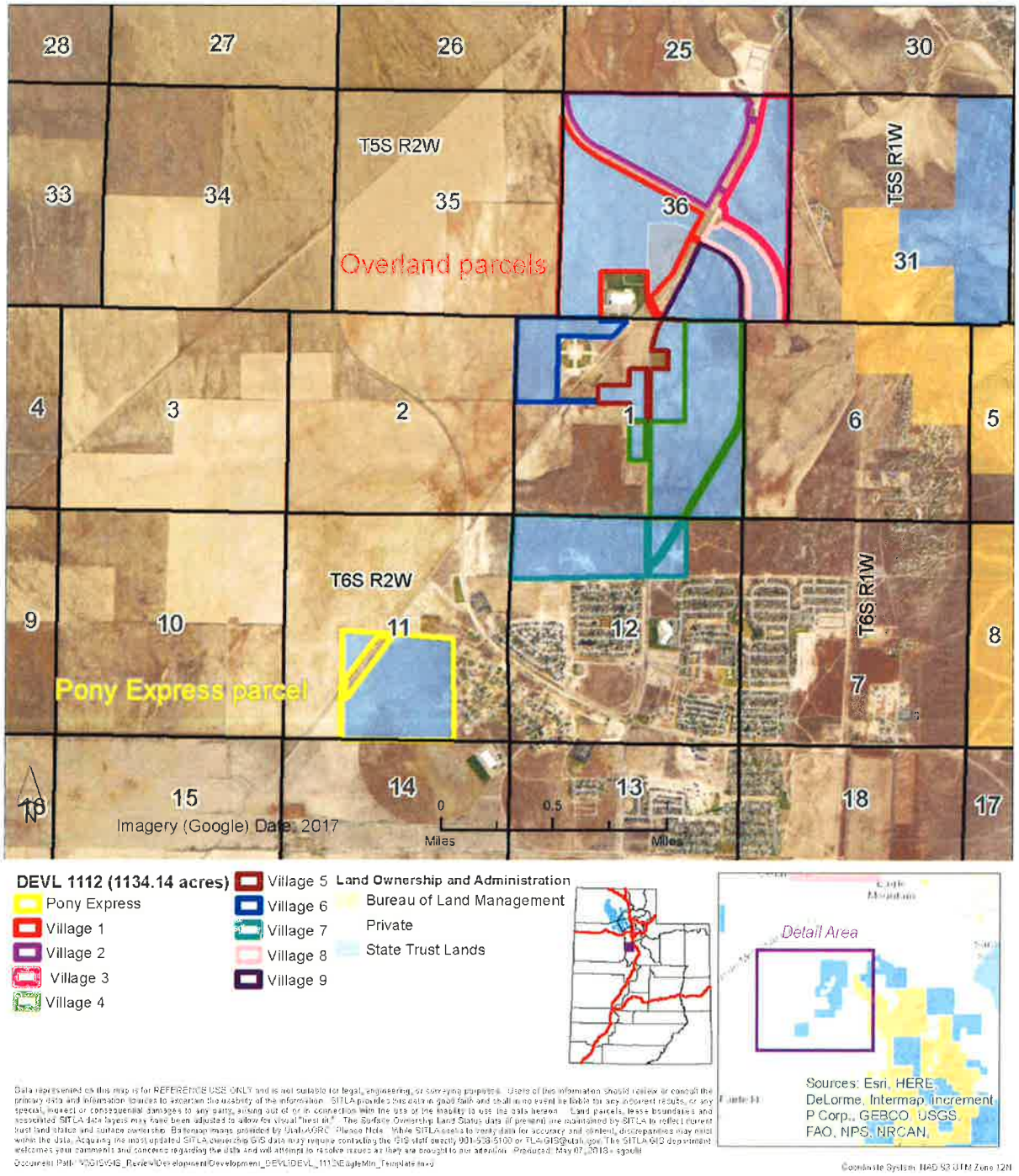

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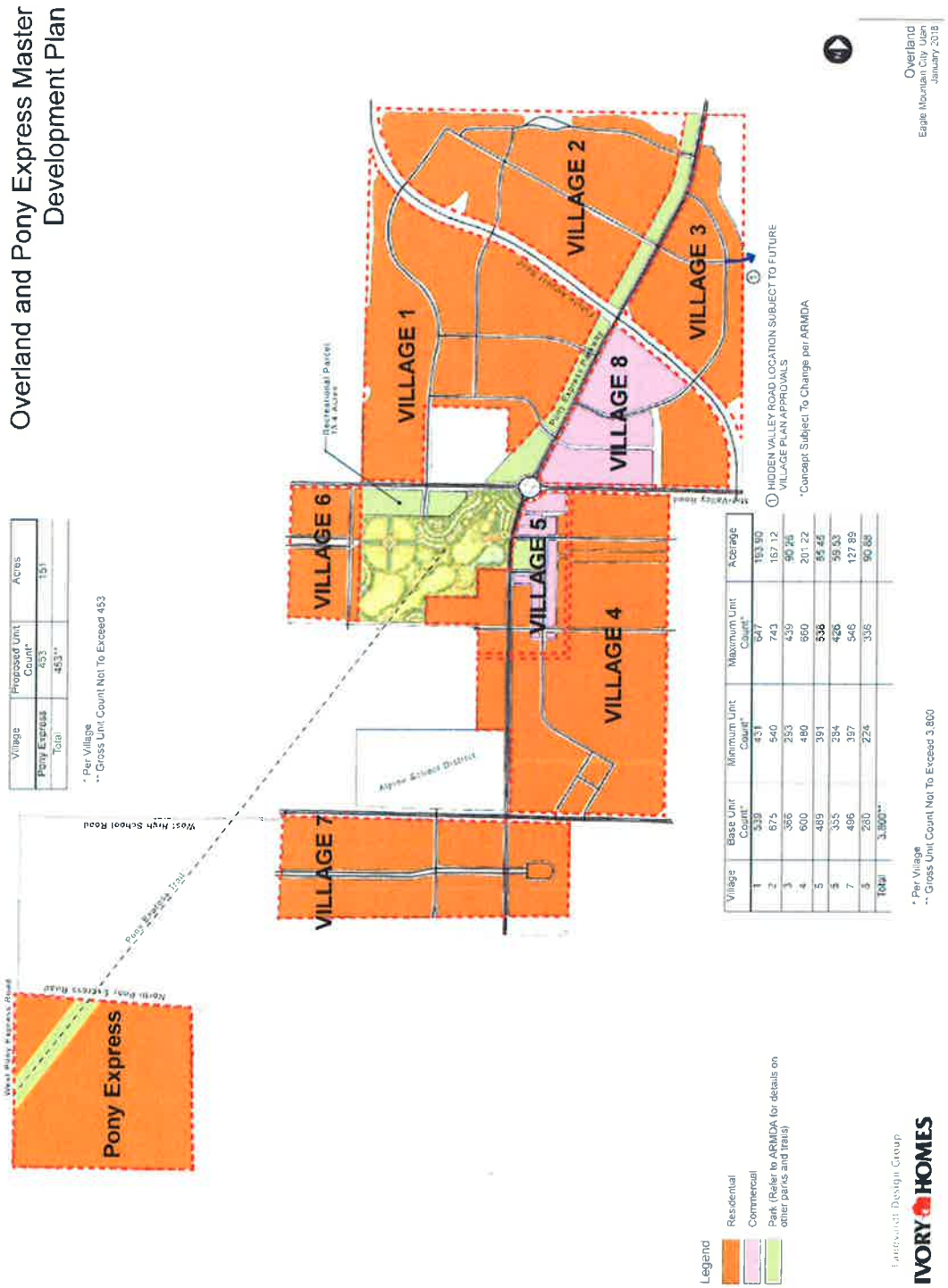
Exhibit "B"

Master Plan



Village	Proposed Unit Count*	Acres
Pony Express	453	151
Total	453**	

* Per Village
** Gross Unit Count Not To Exceed 453

Village	Base Unit Count*	Minimum Unit Count*	Maximum Unit Count*	Acerage
1	539	431	647	153.90
2	675	540	743	167.12
3	366	293	439	90.26
4	600	480	660	201.22
5	489	391	538	85.45
6	355	284	426	59.53
7	496	397	546	127.89
8	280	224	336	90.68
Total	3,800**			

* Per Village
** Gross Unit Count Not To Exceed 3,800

Exhibit "C"

City's Vested Laws

[not attached to recorded version]

Exhibit "D"

Reimbursable Improvements

Impact Fee Reimbursements	Paid thru FY2017	Remaining to be paid to Owner	Total
Excess Capacity - 12" Water Line	$ 206,458.16	$ 217,460.84	$ 423,919.00
Excess Capacity - Airport Rd ROW	$ 107,719.64	$ 125,949.36	$ 233,669.00
Parks	$ 623,948.12	$ 476,051.88	$ 1,100,000.00
Sweetwater Rd - Construction Ph 1	$ 872,332.51	$ 430,759.49	$ 1,303,092.00
Sweetwater Rd - Initial ROW	$ 30,000.00	$ 30,000.00 (A)	$ 60,000.00
Water System Improvements	$ -	$ 750,000.00 (B)	$ 750,000.00
TOTAL	**$ 1,840,458.43**	**$ 2,030,221.57**	**$ 3,870,680.00**

Notes

(A) City-Owner agreement dated Aug. 15, 1999: DEVL 634 - Paragraph 1 (ROW value is $60,000; developer paid $30,000 in 1999).

(B) City-Owner Master Development Agreement dated Oct. 7, 2003: DEVL 703 - Paragraph IX on water system improvements; City-Owner Election of Reimbursement Agreement dated Jul. 9, 2008 for reimbursement of $750,000 advanced funds; and City-Owner Release of Funds letter dated Aug. 4, 2010.

Exhibit "E"

Parks and Open Space Examples

LARGE PARK EXAMPLES

Bellevue Park *(Draper City)*



Ivory Ridge Park *(Lehi City)*



Exhibit "E" (continued)

MEDIUM PARK EXAMPLES

Monterey Estates Park *(Syracuse City)*



Colony Pointe Park *(Lehi City)*



Exhibit "E" (continued)

SMALL PARK EXAMPLES

Cranberry Farms Park *(Lehi City)*



Tuscan Estates Park *(South Ogden City)*

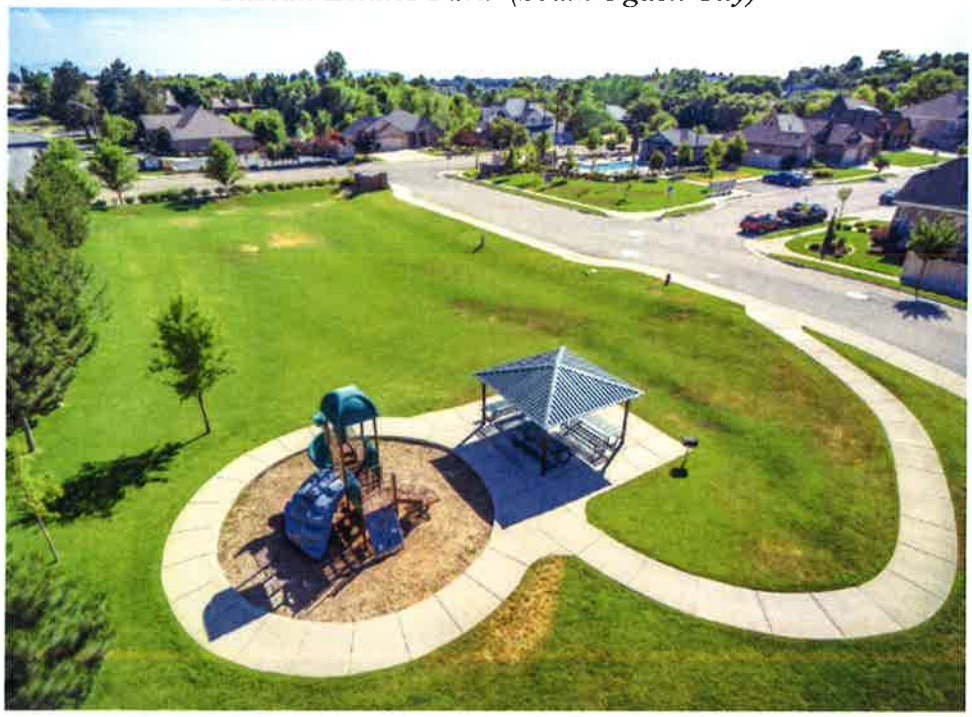


Exhibit "F"

Village 1 Parks, Open Space, Trails, and Amenities Master Plan



Exhibit "G"

Sample Owner's Dedication Language for Plats

OWNER'S DEDICATION

KNOW ALL MEN by these presents that the State of Utah, acting through the School and Institutional Trust Lands Administration, for good and valuable consideration received, does hereby dedicate and convey to Eagle Mountain City, a political subdivision of the State of Utah, for perpetual use of the public, those parcels of land designated herein as _____, as shown on this plat, and to each public utility providing utility services, non-exclusive easements over, on, under, and across the utility easements as shown or referenced on this plat. [Add use restrictions, as applicable.]

Excepting and reserving to the State of Utah all coal, oil and gas, and other mineral deposits in the dedicated lands.

In witness hereof we hereunto set our hands this ____ day of _____ 20____.

STATE OF UTAH

THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

_____
_____, Director

APPROVED AS TO FORM

_____
_____, Utah Attorney General

_____
My commission expires:

_____
Notary Public
Residing in: _____

Exhibit "H"

Trails Plan

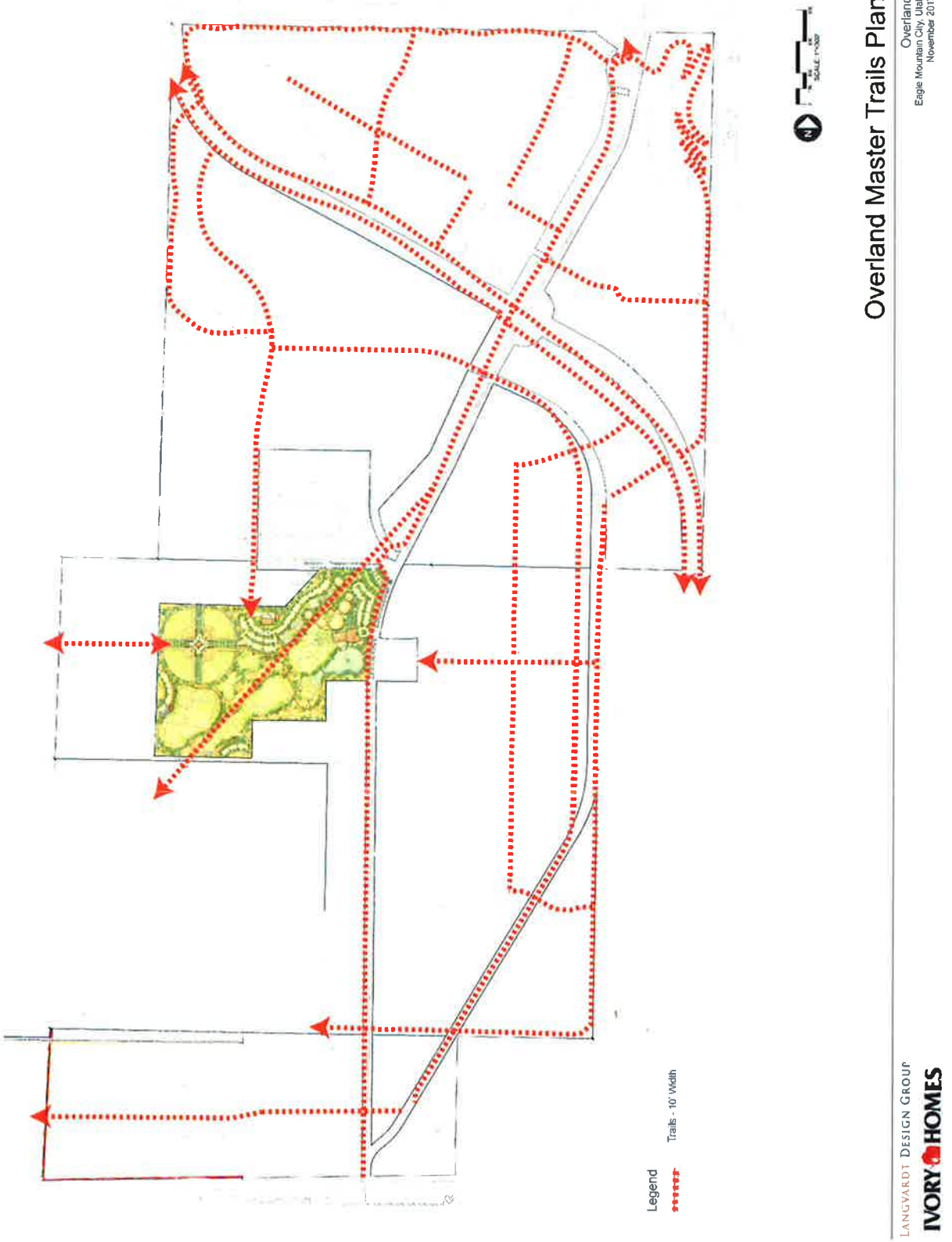
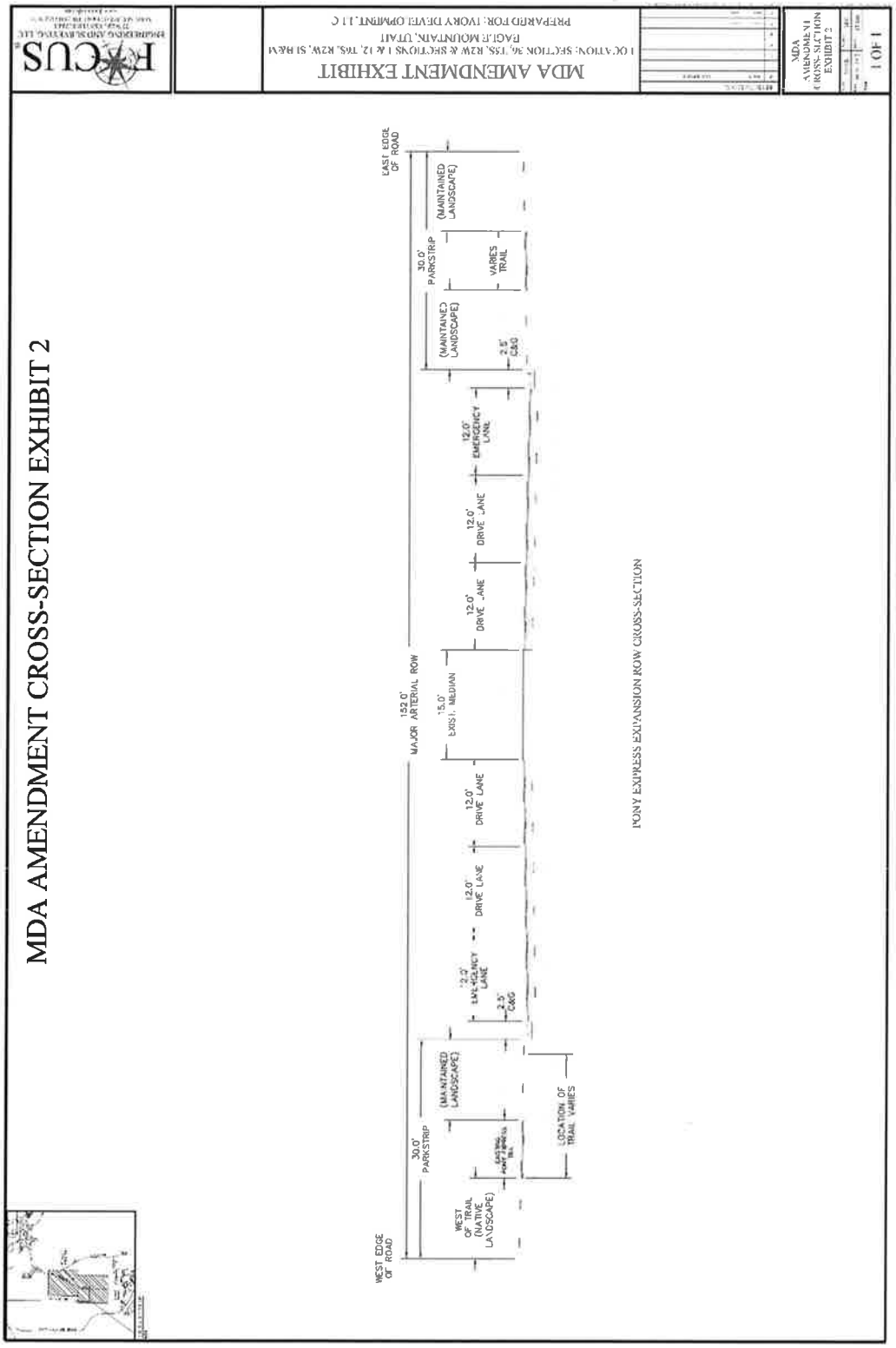


Exhibit "I"

Cross-Section of Expansion of Pony Express Parkway



EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 2.05 Employees and Personnel and 2.10 Mayor, and Enacting Chapters 2.16 City Administrator and 2.27 Board Appointment Process.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	NA
APPLICANT:	Eagle Mountain City

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:
Jeremy Cook

RECOMMENDATION:
Staff recommends that the City Council considers the proposed amendment to the Eagle Mountain Municipal Code Chapters 2.05 Employees and Personnel and 2.10 Mayor, as well as enacting Chapters 2.15 City Administrator and 2.27 Board Appointment Process.

BACKGROUND:
Utah State Code 10-3b-104. Powers and duties of a mayor in six-member council and five-member council forms of government.
(1) Except as provided in Subsection (2), the mayor in a municipality operating under a six-member council form of government or a five-member council form of government:
(a) is the chief executive officer of the municipality to whom all employees of the municipality report
[...]
(c) may:
[...]
(v) with the council's advise and consent:
(A) assign or appoint a member of the council to administer one or more departments of the municipality; and
(B) appoint a person to fill:
(I) a municipal office; or
(II) a vacancy on a commission or committee of the municipality

ITEMS FOR CONSIDERATION:

Current Code - Eagle Mountain City

2.05 Employees and Personnel

2.05.010 Authority delegated.

The city council of Eagle Mountain City hereby delegates to the mayor of Eagle Mountain City the legal authority to adopt operational personnel policies and procedures to define specifically operating routines found by the mayor to be necessary and desirable to assure the safety, good order and discipline of agents of the city, and to provide safe and effective public services consistent with the established employee policies and procedures enacted by the city council of Eagle Mountain City.

2.05.020 Notification responsibility.

It shall be the responsibility of the mayor to notify the city council of the adoption of operational policies and procedures when procedures adopted under this chapter are enacted and placed in force by the mayor. Notice shall be provided to each member of the city council by providing a copy of the newly established operational policies and procedures and the date the operational policies and procedures became effective.

Boards:

Economic Development Board

2.20.020 Terms.

Members of the board shall hold office for a period of three years or until a successor for a member whose term has expired is appointed by the city council. Initial terms for members of the board shall be staggered to provide that all terms of office do not expire at the same date. To establish staggered terms of office for the initial board, one member shall be appointed for a term of one year, two members of the board shall be appointed for terms of two years and two members shall be appointed for terms of three years.

Parks and Recreation Advisory Board

2.30.010 Membership - Appointments - Terms of Office.

The Eagle Mountain City parks and recreation advisory board (the "board") is hereby authorized and shall consist of seven members

appointed by the mayor with the consent of the city council for terms of three years.

Library Board

2.35.020 Advisory Board Created - Powers and Duties - Librarian.

A. There is hereby created an advisory board which shall be known as the Eagle Mountain City library advisory board (referred to herein as the board or the library board). The board shall be comprised of seven individual residents of Eagle Mountain City appointed by the mayor and approved by the city council.

Recreation Sports Board

2.40.020 Membership - Terms - Compensation.

The Eagle Mountain City recreation sports board ("the board") shall be comprised of six persons appointed by the city council.

Youth Council

2.45.020 Committee of Advisors - Membership.

The youth council committee of advisors shall be comprised of two or more persons who shall be appointed by the mayor with the advice and consent of the city council.

Cemetery Advisory Board

2.55.010 Created.

A cemetery advisory board for Eagle Mountain City is hereby created and comprised of five members, appointed by the mayor, with the advice of and consent of the city council.

Military and Veterans Advisory Board

2.60.010 Membership, Appointment and Term of Office.

The Eagle Mountain City military and veterans advisory board is hereby authorized and shall consist of seven members appointed by the mayor with the consent of the city council for terms of four years.

Planning Commission

17.15.050 City Council.

The mayor and city council have the legal authority to amend this title following the process required by the Utah Code, as amended. The other duties of the mayor and city council in the administration of this title shall be to:

A. Appointments. The mayor shall appoint, with advice and consent

of the city council, planning commission, public works board, and board of adjustment members, as provided by this title;

Please see the attachment for codes relating to mayoral duties and appointments from surrounding cities.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Surrounding Cities Mayoral Duties and Appointments

ORD--EMMC 2.05 Employees and Personnel, 2.10 Mayor, 2.16 City Administrator, & 2.27 Board Appointment Process

Proposed Amendments to Municipal Code

LEHI

1-6-2: MAYOR:
B. Hiring Of Full Time Employees: Further, the mayor shall, in the capacity of executive officer of the city, have charge of all full time city employees. The mayor shall hire such personnel from time to time as the need arises and, in so doing, shall follow such rules, regulations and laws established for such hiring. (1984 Code § 2.04.050; amd. Ord. 01-26-10.1, 3-9-2010; Ord. 01-2012, 1-24-2012; 2015 Code)

1-7-1: CREATING OFFICES; FILLING VACANCIES:
A. General Authority: The city council may create any office deemed necessary for the government of the city and provide for filling vacancies in elective and appointive offices. (2015 Code)

B. Filling Vacancies In Office: In case any vacancy exists in any statutory office of this city, the mayor shall appoint, subject to confirmation by the city council, a suitable person to fill such vacancy, who shall qualify and give bond in the same manner, and be subject to the same liabilities, as the officer whose office shall become vacant. (1984 Code § 2.56.010; amd. 2015 Code)

1-7-6: CITY ADMINISTRATOR:
A. Appointment: The mayor, with the advice and consent of the city council, shall appoint a city administrator, who shall qualify by taking and subscribing the constitutional oath of office. (1984 Code § 2.96.010; amd. 2015 Code)

B. Duties: Duties shall be established by job description and as described by the governing body. (1984 Code § 2.96.020)

3-4-1: ESTABLISHED:
There is hereby created and established a Lehi City parks, trails and trees advisory committee (PTTAC). The following provisions shall apply to the committee:
A. Appointment: The mayor shall appoint and the city council approve a parks, trails and trees advisory committee consisting of seven (7) voting members,

3-1-2: COMMISSION ESTABLISHED; MEMBERS; TERMS:
A historic preservation commission is hereby established by the city with the following provisions: (1984 Code § 12.28.020)
A. The commission shall consist of a minimum of five (5) members with a demonstrated interest, competence or knowledge in historic preservation, appointed by the mayor, with the advice and consent of the city council, for terms of not less than two (2) years. (1984 Code § 12.28.020; amd. 2015 Code)

HIGHLAND CITY

2.12.030 Mayor As Chief Executive
The mayor shall be the chief executive of the City of Highland, and the executive powers, authority and duties of the city are vested in the mayor.

2.12.060 Appointment Of Officers And Filling Of Vacancies By Mayor

Except as may be otherwise specifically provided by law or by ordinance, the mayor, by and with the advice and consent of the city council, may appoint all officers and agents of the city as may be provided by law or ordinance, and in like manner may fill all vacancies occurring in the same.

2.14.010 Office Created

1. Pursuant to authority of Utah Code Annotated 1953, Section 10-3-924, as amended, there is created the office of city administrator. The city administrator shall have the duties and authority specified in this chapter.
2. This chapter does not adopt or attempt to adopt the alternative council-manager form of government provided by Utah Code Annotated, Section 10-3-1201, et seq., as amended. HMC (Ord. 1994-1 § 1)

2.14.020 Appointment; Term

The city council shall appoint a city administrator. The administrator shall be chosen without regard to party affiliation and solely on the basis of his or her administrative ability, experience and integrity. The administrator shall serve at the pleasure of the city council, except that the city council may employ the administrator for a term not to exceed three years. The term of employment may be renewed at any time. The administrator may be removed with or without cause by a majority vote of the city council. HMC (Ord. 1994-1 § 2)

2.14.050 Powers; Duties

The city administrator shall be the chief administrative officer of the city to whom all employees of the city report. The administrative powers, authority, and duties are vested in the city administrator. The city administrator shall be accountable to the mayor and city council for the proper administration of all city affairs placed in the city administrator's charge.

1. The administrator shall supervise the construction, improvement, repair and maintenance of all public improvements, including streets, sidewalks, bridges, sewers, drains, ditches, streams, water courses, buildings, parks, playgrounds and other real property owned by the city.
2. The administrator shall supervise all operations of the city with regard to solid waste collection and disposal, sewage collection and disposal, issuing building permits and inspection of buildings, public safety, and zoning enforcement.
3. The administrator shall supervise the care and preservation of all personal property owned by the city.
4. The administrator shall assist the budget officer in preparation of the city budget and in administration of the budget after adoption thereof by the city council.
5. The administrator shall keep the mayor and city council fully informed as to the operations and conditions of the city.
6. The administrator shall faithfully execute and enforce all applicable laws, ordinances, rules and regulations and shall see that all franchises, leases, permits, contracts, licenses and privileges are enforced. The city administrator shall carry out all policies and programs established by the mayor and city council.
7. The administrator shall attend all meetings of the city council, with the right to participate in the discussion, but not to vote.

8. The administrator shall prepare and submit to the mayor and city council such ordinances, resolutions, plans, programs and policies as the administrator shall deem expedient for the development and needs of the city.
9. The administrator shall review all claims before presentation thereof to the city council for payment and shall make recommendation concerning each claim.
10. The administrator may authorize purchases, contracts, and other liabilities against and for the city in accordance with Chapter 3.08 Purchasing and Encumbrances.
11. The administrator shall immediately notify the mayor and city council of any emergency existing in any department under the administrator's supervision.
12. The administrator shall perform other duties specified by ordinance or resolution or by direction of the mayor and city council.
13. The powers of the mayor to appoint city officers and to remove or terminate such officers are not delegated to the city administrator.

SARATOGA SPRINGS

2.03.01. Office Created.
The office of City Manager is hereby created and established pursuant to Utah Code § 10-3b303, and shall continue in force and effect as an appointed office of the City. (Ord. 13-17; Ord 12-9; Ord. 11-9; Ord. 07-1)

2.03.02. Appointment and Removal.
The City Council shall by a majority vote appoint a qualified person to the office of City Manager. In doing so, the Mayor shall act as a voting member of the Council. The term of office, salary, benefits, duties, and termination of the City Manager shall be set out in written contract prior to the time of appointment, which contract shall be negotiated and approved by vote of the City Council.

3.05.02. General Rules.
Unless otherwise provided by law or these ordinances, the following rules shall apply to all City boards, commissions, committees, councils, foundations, and agencies, all of which are hereinafter referred to as “Committees”:

1. Committees shall be an advisory board only;

2. Committees shall consist of a number of members as the City Council shall provide by ordinance or resolution;

3. Committee members shall be appointed by the Mayor with the advice of the City Council;

SPANISH FORK

2.16.010 Creation Of City Manager
The City Council hereby creates the office of City Manager pursuant to Utah Code Annotated §10-3b-303(1) (b) (iii). The Manager is appointed by the Governing Body in accordance with Utah Code Ann. §10-3b-302 and 303.

2.16.020 Powers And Duties

1. The City Manager shall exercise said powers and perform said duties as set forth herein or established by ordinance or resolution. The powers and duties of the Manager will be to:
    1. Faithfully execute and enforce all applicable laws, ordinances, rules, and regulations of the City, create and administer policies, rules, and regulations unless otherwise reserved to the Council, and see that all franchises, leases, permits, contracts, licenses, and privileges granted by the City are observed, having been delegated all administrative powers belonging to the Mayor and Council;
    2. Function as the chief administrative officer of the City, having authority, supervision and direction over all departments directors and direct the officers and employees of the City through the designated department directors;

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTERS 2.05 EMPLOYEES AND PERSONNEL AND 2.10 MAYOR, AND ENACTING CHAPTERS 2.16 CITY ADMINISTRATOR AND 2.27 BOARD APPOINTMENT PROCESS.

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 2.05 Employees and Personnel and 2.10 Mayor, and enacting Chapters 2.15 City Administrator and 2.27 Board Appointment Process, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 2.05 Employees and Personnel and 2.10 Mayor, and enact Chapters 2.15 City Administrator and 2.27 Board Appointment Process,.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____ .

Exhibit A

~~**Chapter 2.05**~~
~~**EMPLOYEES AND PERSONNEL**~~

~~**2.05 Employees and Personnel**~~

~~**2.05.010 Authority delegated.**~~
~~The city council of Eagle Mountain City hereby delegates to the mayor of Eagle Mountain City the legal authority to adopt operational personnel policies and procedures to define specifically operating routines found by the mayor to be necessary and desirable to assure the safety, good order and discipline of agents of the city, and to provide safe and effective public services consistent with the established employee policies and procedures enacted by the city council of Eagle Mountain City. [Ord. O-04-2006 § 1].~~

~~**2.05.020 Notification responsibility.**~~
~~It shall be the responsibility of the mayor to notify the city council of the adoption of operational policies and procedures when procedures adopted under this chapter are enacted and placed in force by the mayor. Notice shall be provided to each member of the city council by providing a copy of the newly established operational policies and procedures and the date the operational policies and procedures became effective. [Ord. O-04-2006 § 2].~~

Chapter 2.10
MAYOR

Sections:

2.10.010 Powers and Duties of Mayor.
2.10.0~~1~~20 Compensation.

2.10.010 Powers and Duties of Mayor.

The mayor shall have the following powers and duties:

A. Shall be the chief executive officer of the city, and the executive powers, authority and duties of the city are vested in the mayor;

B. Shall serve as the representative of the city for any agency, board, committee, task force, special district, local district, or interlocal entity unless the position is specifically appointed by the city council or delegated by the mayor;

C. Shall execute all contracts, leases, franchises, agreements, bonds, deeds, ordinances or other documents binding the city unless such authority is delegated by mayor, or as otherwise delegated by state code or city code;

D. Shall appoint, with the advice and consent of the city council, any statutory office;

F. Shall make recommendations to the city council regarding the city's policies and procedures found by the mayor to be necessary for the proper administration of the city;

G. Shall keep the peace and enforce the laws of the city;

H. Shall remit fines and forfeitures and may release any person imprisoned for violation of any city ordinance;

I. Shall report such remittance or release to the city council at its next regular session;

J. Shall perform all duties prescribed by law, resolution or ordinance;

K. Shall insure that all laws and ordinances and resolutions are faithfully executed and observed;

L. May, at any reasonable time, inspect and examine the books, papers, records or documents of the city, or of any officer, employee or agency of the city;

M. Shall report to the city council the condition of the city and recommend for council consideration any measures as deemed to be in the best interest of the city; and

N. Shall, when necessary, call on the residents of the city over the age of twenty-one years to assist in enforcing the laws of the state and the ordinances of the city.

2.10.0~~1~~20 Compensation.

A. Subject to compliance with the requirements of this section, the mayor of Eagle Mountain City shall be paid compensation according to the compensation schedule in subsection B of this section. The amount of compensation paid to the mayor shall be dependent on whether or not the mayoral compensation is the primary source of income or the secondary source of income of the mayor of the city. Upon filing a declaration as a candidate for the office of mayor, the mayoral candidate shall execute and file with the city recorder a verified statement on a form to be provided by the city recorder, affirming that the income to be received by the mayoral candidate from the city for service in the office of the mayor of Eagle Mountain City will constitute the primary source of income of the mayor-elect as mayor or a secondary source of income for the mayor. After assuming the office of the mayor of Eagle Mountain City, the mayor may change the designation of the mayor's compensation as the primary or secondary source of income of the mayor but only after notice, public hearing and ordinance of the city council as provided by law.

B. 1. Mayor's annual compensation as primary source of income: $70,000 plus $600.00 per month transportation allowance.

2. Mayor's annual compensation as secondary source of income: $27,700 plus $600.00 per month transportation allowance.

3. The mayor shall be entitled to all city-sponsored benefits on the same basis and employer contribution as other city employees.

C. Employer contributions required by federal or state law to be paid by the city or otherwise paid by the city shall not be deducted from the compensation payment amount provided herein. If the mayor elects to participate in other voluntary benefit plans sponsored by the city, the costs of the voluntary retirement or other benefit plans for the mayor shall be deducted from the amount stated in subsection B of this section as the mayor's compensation.

D. The mayor and each member of the city council shall be entitled to reimbursement for authorized expenses personally advanced on city business or for the purposes of the city. [Ord. O-30-2019 § 2 (Exh. A); Ord. O-09-2007 §§ 3, 4, 6].

Chapter 2.16
CITY ADMINISTRATOR

2.16.010 Position Created
2.16.020 Process for Hiring City Administrator.
2.16.030 Hiring
2.16.040 Removal
2.16.050 Duties.

2.16.010 Position Created.
There is hereby established the position of city administrator.

2.16.020 Process for Hiring City Administrator.
If the position of city administrator is vacant, or if the mayor has been informed that the city administrator's employment will be voluntarily or involuntarily terminated, the mayor shall recommend to the city council a process to hire a new city administrator. The process may include, but is not limited to, the following: a recommendation by the mayor of a current city employee to fill the position; a process for the mayor to interview and recommend potential candidates; or the creation of a search committee. For each new city administrator, the city council shall determine and approve the process to hire the city administrator.

2.16.030 Hiring and Employment Terms.
The term of employment, salary, benefits, duties, and termination of the city administrator shall be set out in a written contract. The city council shall by a majority vote approve the contract of a city administrator, except the mayor shall act as a voting member of the city council with respect to approval of the contract for a city administrator. The city administrator shall serve as an at-will employee subject to termination at any time with or without cause, and the contract for the city administrator shall not include severance benefits that exceed six months of salary and benefits.

2.16.040 Removal
The city administrator may be removed and the contract of the city administrator may be terminated by a majority vote of the city council with the mayor acting as a voting member of the city council.

2.16.050 Duties

The city administrator shall serve under the direction of the mayor and shall assist the mayor in the execution of the mayor's duties as chief executive officer of the city. The city administrator shall have authority, supervision and direction over all employees of the city and shall enforce the personnel policies and procedures implemented by the city council. The city administrator shall be responsible for all employee decisions, except the city administrator cannot promote, demote, change the salary of, or terminate the employment of an employee designated under Utah Code Ann. § 10-3-1105(c)(v) or (d) without the consent and approval of the mayor. Additional duties of the city administrator shall be established in the city administrator's contract, job description, the city's personnel policies and procedures, or as otherwise described by the city council.

Chapter 2.27
BOARD APPOINTMENT PROCESS

2.27.010 Appointment
2.27.020 Notice to Council
2.27.030 Removal

2.27.010 Appointment

Unless otherwise designated, the mayor shall appoint all advisory board members with the advice and consent of the city council.

2.27.020 Notice to Council.

Not less than five (5) days prior to publicly noticing the possible appointment of any person to an advisory board, the mayor shall provide to each member of the city council the name, and application or resume if available, of each person the mayor is considering appointing to an advisory board position. Members of the city council may individually provide the mayor with feedback or recommendations regarding each potential appointment.

2.27.030 Removal

An advisory board member may be removed with or without cause by the mayor with the advice and consent of the city council.

INDIVIDUAL SECTION CHANGES

2.30.010 Membership – Appointments – Terms of office.

The Eagle Mountain City parks and recreation advisory board (the "board") is hereby authorized and shall consist of seven members in accordance with chapter 2.27~~appointed by the mayor with the consent of the city council~~ for terms of three years. Initial members of the board shall be appointed to stagger the initial terms of office on the board as follows: two members to a one-year term, three members to a two-year term and two members to a three-year term of office. Notwithstanding the automatic expiring of a board member's term of office, a board member will continue to serve in office until a successor is appointed. Board members may be appointed to successive terms on the board. Except for five members of the initial board appointed to terms

of less than three years, all board members shall serve full terms unless a member of the board voluntarily resigns or is removed by the mayor and city council based on disqualification under EMMC 2.30.100 or for malfeasance or nonfeasance of duty. Board members shall hold no other elected or appointed office in the city nor be employees of the city and must be residents of Eagle Mountain City. [Ord. O-08-2008 § 1].

2.35.020 Advisory board created – Powers and duties – Librarian.

A. There is hereby created an advisory board which shall be known as the Eagle Mountain City library advisory board (referred to herein as the board or the library board). The board shall be comprised of seven individual residents of Eagle Mountain City appointed in accordance with chapter 2.27. ~~appointed by the mayor and approved by the city council.~~

B. Members of the library board shall hold office for a period of three years or until a successor for a member whose term has expired is appointed by the city council. Initial terms for members of the library board shall be staggered to provide that all terms of office do not expire at the same date. To establish staggered terms of office for the initial board, one member shall be appointed for a term of one year, two members of the board shall be appointed for terms of two years and two members shall be appointed for terms of three years.

C. The Eagle Mountain City library advisory board shall conduct its meetings in accordance with the Utah Open and Public Meetings Act and the written documents prepared by the advisory board in its official capacity shall be public documents in their final form.

D. The advisory board shall meet as often as necessary and shall serve without compensation. The advisory board shall review the operations of the city library including the collection of library materials, space for the materials collection, accessibility to the public, staffing and related matters and shall periodically report to the city administrator as often as necessary or when specifically requested to do so by the city administrator on activities of the board, the library and its needs, and financial information concerning the Eagle Mountain City public library and other matters which the city administrator may from time to time define and identify for consideration by the board.

E. All recommendations and proposals from the advisory board shall be forwarded, in writing, to the attention of the city administrator for consideration by the city council. The city council may invite the members of the advisory board to meet with the city council at regularly scheduled meetings or special meetings from time to time in compliance with the provisions of the Utah Open and Public Meetings Act.

F. The advisory board shall annually elect one of its members as chair of the library board and the chair of the board shall be the contact agent for the board.

G. The board shall appoint a competent and qualified person to serve as librarian and such other personnel as necessary for the operation of the library. The appointment of a librarian shall be approved by the city council. Competency to serve as a librarian shall be, among other criteria established by the board, state certification as a librarian or not less than five years of direct library experience. Interim appointments, not to exceed two years, may be made for the purpose of finishing certification.

H. Any board member or the librarian may be removed by the city council for misconduct or neglect of duty.

I. Vacancies in the board shall be filled for the unexpired term of office in the same manner as original appointments to the board.
J. The library board shall make rules, not inconsistent with general law, for the governing of the library.
K. The librarian shall provide for the keeping of records required by the State Library Board in its request for an annual report from the public libraries of the state and submit that annual report to the State Library Board. The report to the State Library Board shall be approved by the board before it is released. [Ord. O-13-2018 § 1; Ord. 99-23 §§ 2 – 2.9].

2.40.020 Membership – Terms – Compensation.
The Eagle Mountain City recreation sports board ("the board") shall be comprised of six persons appointed in accordance with chapter 2.27~~by the city council~~. One member of the board shall be appointed by the city council as chair of the board and director of sports programs and shall serve for a term of four years. The chair of the board shall conduct meetings of the board as a nonvoting member of the board, but shall be entitled to vote to decide an issue in case of a tie vote. Three of the initial board members shall be appointed for terms of two years and the balance of the initial members of the board shall be appointed for terms of four years. All members of the recreation sports board shall serve terms of four years after the initial terms of office expire. Members of the recreation sports board shall serve without compensation. [Ord. O-03-2004 § 2; Ord. O-08-2002 § 2].

2.45.020 Committee of advisors – Membership.
The youth council committee of advisors shall be comprised of two or more persons who shall be appointed in accordance with chapter 2.27. ~~by the mayor with the advice and consent of the city council. The mayor shall also appoint one member of the committee of advisors as chair of the committee for a term not to exceed one year.~~ [Ord. O-10-2016 § 2 (Exh. A); Ord. O-04-2012 § 2; Ord. O-20-2008 § 2; Ord. O-03-2008 § 2; Ord. O-23-2006 § 2; Ord. O-14-2004 § 2; Ord. O-04-2002 § 2].

2.55.010 Created.
A cemetery advisory board for Eagle Mountain City is hereby created and comprised of five members appointed in accordance with chapter 2.27~~, appointed by the mayor, with the advice of and consent of the city council~~. Board members shall hold no elected office in the city nor be an agent or employee of development applicants in the city, and must be residents of Eagle Mountain City. [Ord. O-01-2011 § 1; Ord. O-33-2008 § 1].

2.60.010 Membership, appointment and term of office.
The Eagle Mountain City military and veterans advisory board is hereby authorized and shall consist of seven members ~~appointed by the mayor with the consent of the city council~~ for terms of four years. Initial members of the board shall be appointed to stagger the initial terms of office on the board as follows: one member to a one-year term, two members to a two-year term, two members to a three-year term, and two members to a four-year term of office. Notwithstanding the automatic expiration of a board member's term of office, a board member will continue to

serve in office until a successor is appointed. Board members may be appointed to successive terms on the board. All board members shall serve full terms unless a member of the board voluntarily resigns or is removed by the mayor and city council based on disqualification. Board members must be residents of Eagle Mountain City and shall not hold any other elected or appointed office in the city or be an employee of the city. Whenever possible, board members shall be selected to represent active duty military, veterans, military reserves, National Guard, and spouses of military personnel. Applications for appointment to the board shall be in writing, including a resume of the applicant's profession, employment, education and experience. [Ord. O-15-2013 § 1].

~~2.60.020 Vacancies.~~

~~Vacancies other than by expiration of term shall be filled by appointment by the mayor, with the consent of the city council for the unexpired term and shall be filled in the same manner as original appointments. A member may be removed with or without cause by the mayor with the consent of the city council. [Ord. O-15-2013 § 1].~~

RENUMBERED AND AMENDED

Chapter 2.~~2~~70
ECONOMIC DEVELOPMENT BOARD

Sections:

2.~~2~~70.010 Created – Membership.
2.~~2~~70.020 Terms.
2.~~2~~70.030 Records.
2.~~2~~70.040 Meetings – Compensation – Purpose.
2.~~2~~70.050 Recommendations to city council.
2.~~2~~70.060 Chairperson.
2.~~2~~70.070 Removal of member – Vacancies.

2.~~2~~70.010 Created – Membership.

There is hereby created an advisory board to the city council which shall be known as the Eagle Mountain City economic development board (referred to herein as the board). The board shall be comprised of five individual residents of Eagle Mountain City appointed in accordance with chapter 2.27~~selected and appointed by the city council~~. [Ord. 00-03 § 1].

2.~~2~~70.020 Terms.

Members of the board shall hold office for a period of three years or until a successor for a member whose term has expired is appointed by the city council. Initial terms for members of the board shall be staggered to provide that all terms of office do not expire at the same date. To establish staggered terms of office for the initial board, one member shall be appointed for a term of one year, two members of the board shall be appointed for terms of two years and two members shall be appointed for terms of three years. [Ord. 00-03 § 2].

2.~~2~~70.030 Records.

The board shall not be required to conduct its meetings in accordance with the Utah Open and Public Meetings Act. The written documents prepared by the board in its official capacity shall be public documents in their final form. [Ord. 00-03 § 3].

2.~~2~~70.040 Meetings – Compensation – Purpose.
The board shall meet as often as necessary and shall serve without compensation. The board shall investigate methods of economic development in the city and propose to the city council for official confirmation and authorization such actions as may be lawful and deemed appropriate by the board to encourage economic development in the city. [Ord. 00-03 § 4].

2.~~2~~70.050 Recommendations to city council.
All recommendations and proposals from the board shall be to the city council in writing and shall be considered by the city council in open public meetings. The city council may invite the members of the board to meet with the city council at regularly scheduled meetings or special meetings from time to time in compliance with the provisions of the Utah Open Meetings Act. [Ord. 00-03 § 5].

2.~~2~~70.060 Chairperson.
After the initial appointment of a chairperson, the board shall annually elect one of its members as chair of the board and the chair of the board shall be the contact agent with the board to the city council. [Ord. 00-03 § 6].

2.~~2~~70.070 Removal of member – Vacancies.
A. Any board member may be removed by the city council for misconduct or neglect of duty.
B. Vacancies in the board shall be filled for the unexpired term of office by the city council. [Ord. 00-03 §§ 7,8].

RENUMBERED

Chapter 2.~~50~~18
EMPLOYEE APPEAL BOARD

Sections:

2.~~50~~18.010 Purpose.
2.~~50~~18.020 Board creation.
2.~~50~~18.030 Terms of office.
2.~~50~~18.040 Misunderstanding, conflict, problem, etc.
2.~~50~~18.050 Appeal of discharge – Suspension without pay – Involuntary transfer.
2.~~50~~18.060 Procedure for conducting hearing.

2.~~50~~18.010 Purpose.
It is the purpose of this chapter to create an employee appeal board (“the board”) to satisfy the requirements of Sections 10-3-1105 and 10-3-1106, Utah Code Annotated 1953. In addition, the employee appeal board is hereby delegated authority and will serve as an appeal board to hear employee complaints as described in the grievance process of the 2008 Eagle Mountain Policies and Procedures Manual or its successor. [Ord. O-02-2008 § 1].

2. ~~50~~18.020 Board creation.
There is hereby created an employee appeal board. The board shall consist of one member who is a member of the Utah State Bar in good standing, who is appointed by the mayor, with the advice and consent of the city council. [Ord. O-02-2008 § 1].

2.~~50~~18.030 Terms of office.
The member shall serve for the time period set forth in the resolution consenting to the appointment. [Ord. O-02-2008 § 1].

2.~~50~~18.040 Misunderstanding, conflict, problem, etc.
Provided an employee has exhausted the grievance process described in the 2008 Eagle Mountain Policies and Procedures Manual or its successor, or in situations that would be unreasonable to pursue the grievance process, such as sexual harassment situations, an employee may appeal an employment-related misunderstanding, conflict, or problem to the board. [Ord. O-02-2008 § 1].

2.~~50~~18.050 Appeal of discharge – Suspension without pay – Involuntary transfer.
A. For purposes of this chapter, an "employee without appeal rights" means an officer appointed by the mayor, or other person or body exercising executive power in the city, a police chief, a deputy police chief, a department head, a deputy department head, a superintendent, a probationary employee, a part-time employee, or a seasonal employee.
B. For purposes of this chapter, an "employee with appeal rights" means all other employees of the city.
C. An employee without appeal rights who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason may not appeal the discharge, suspension without pay, or involuntary transfer to the employee appeal board.
D. An employee with appeal rights who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason may appeal the discharge, suspension without pay, or involuntary transfer to the employee appeal board. [Ord. O-02-2008 § 1].

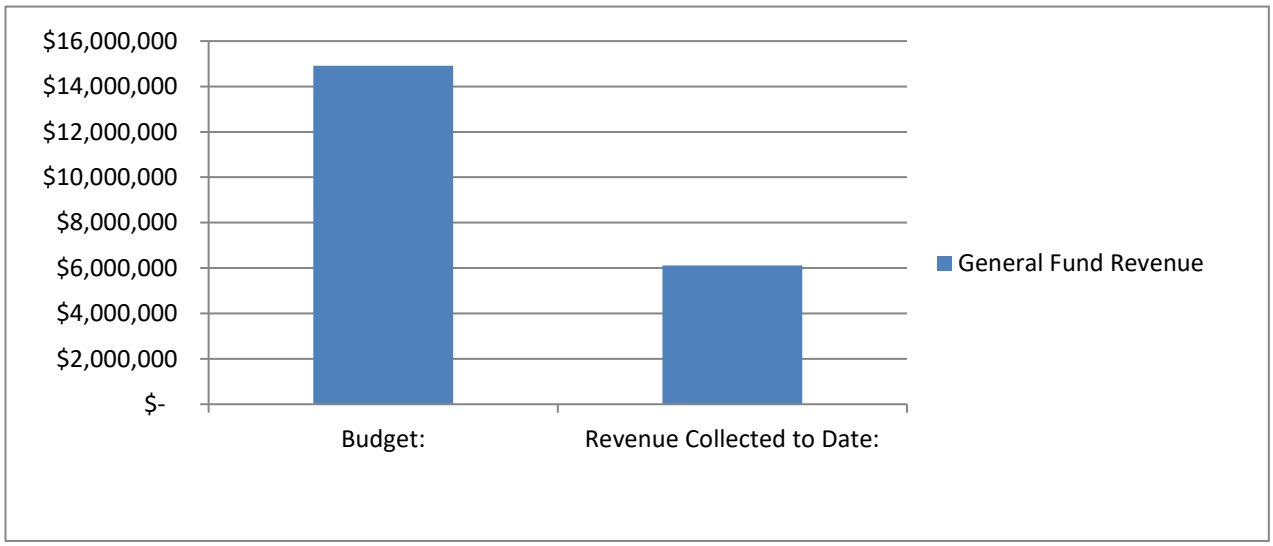
2.~~50~~18.060 Procedure for conducting hearing.
The employee appeal board shall conduct the hearing, investigate, and render its decision in accordance with Section 10-3-1106, Utah Code Annotated 1953. Hearings shall be conducted before the board with appropriate formality and decorum, so that the due process rights of the appellant are protected and respect for, and the dignity of, other employees is protected. Utah rules of evidence and rules of civil procedure are used as guidelines but need not be strictly followed or applied. Rules of evidence regarding authorization, foundation, hearsay, or relevance need not be strictly applied. With respect to appeals of disciplinary matters, the burden of proof and burden of proceeding shall be on the city. With respect to appeals of grievance matters, the burden of proof and burden of proceeding shall be on the employee. A record of the proceeding shall be kept as required by law for reference and appellate review purposes. [Ord. O-02-2008 § 1].

EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*
Through October 31, 2020

GENERAL FUND

General Fund Revenues

Budget:	$ 14,911,167
Revenue Collected to Date:	$ 6,119,009
Percent of Total Budget Collected:	41%
Percent of Year Completed:	33%



Revenue Analysis

Property Taxes: Disbursement will come in late Fall.

Sales Tax: Despite COVID-19, disbursements remain at budgeted amounts or higher.

B&C Road Funds:

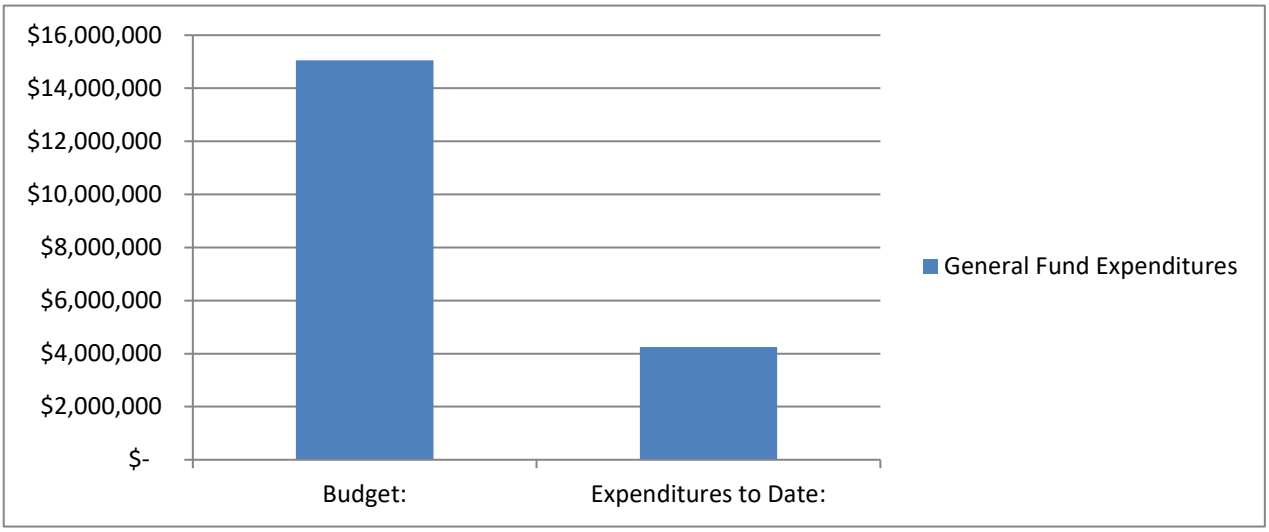
Transfers: Up-to-date.

Development: Exceeding budget for this far into the FY.

Miscellaneous:

General Fund Expenditures

Budget:	$ 15,055,865
Expenditures to Date:	$ 4,243,659
Percent of Total Budget Expended:	28%
Percent of Year Completed:	33%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Sub 11 - General Administration	$ 2,415,880	$ 599,245	25%	33%
Sub 18 - Community Services	$ 1,208,485	$ 260,950	22%	33%
Sub 19 - Non-Departmental	$ 1,451,833	$ 477,937	33%	33%
Sub 21 - Public Safety	$ 3,508,700	$ 932,450	27%	33%
Sub 32 - Planning/Zoning	$ 638,953	$ 150,857	24%	33%
Sub 33 - Building	$ 1,093,918	$ 263,273	24%	33%
Sub 41 - Public Works	$ 4,738,096	$ 929,396	20%	33%

Sub 11 - General Administration:

Sub 18 - Community Services:

Sub 19 - Non-Departmental:

Sub 21/25 - Public Safety:

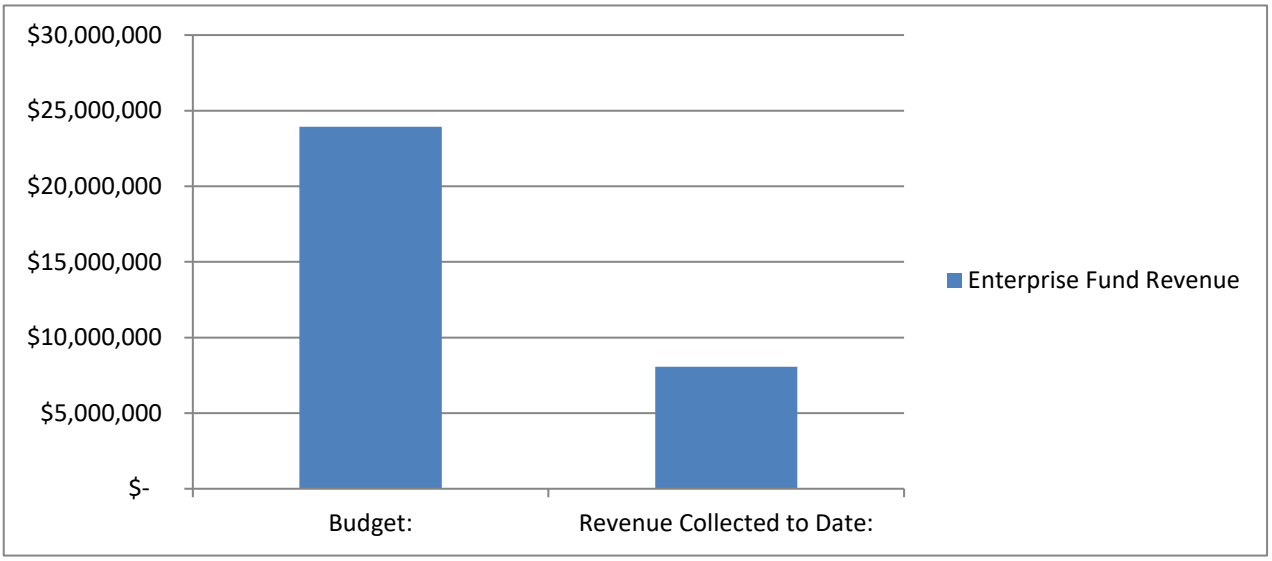
Sub 32/33 - Planning/Zoning/Building:

Sub 41 - Public Works: Improvement projects ramping up later in the year.

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget:	$	23,930,300
Revenue Collected to Date:	$	8,059,060
Percent of Total Budget Collected:		34%
Percent of Year Completed:		33%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
Fund 51 - Water Fund	$ 16,372,300	$ 5,429,719	33%	33%
Fund 52 - Wastewater Fund	$ 5,200,000	$ 1,793,458	34%	33%
Fund 57 - Solid Waste Fund	$ 1,700,000	$ 610,461	36%	33%
Fund 59 - Storm Water Fund	$ 658,000	$ 225,422	34%	33%

Fund 51 - Water Fund:

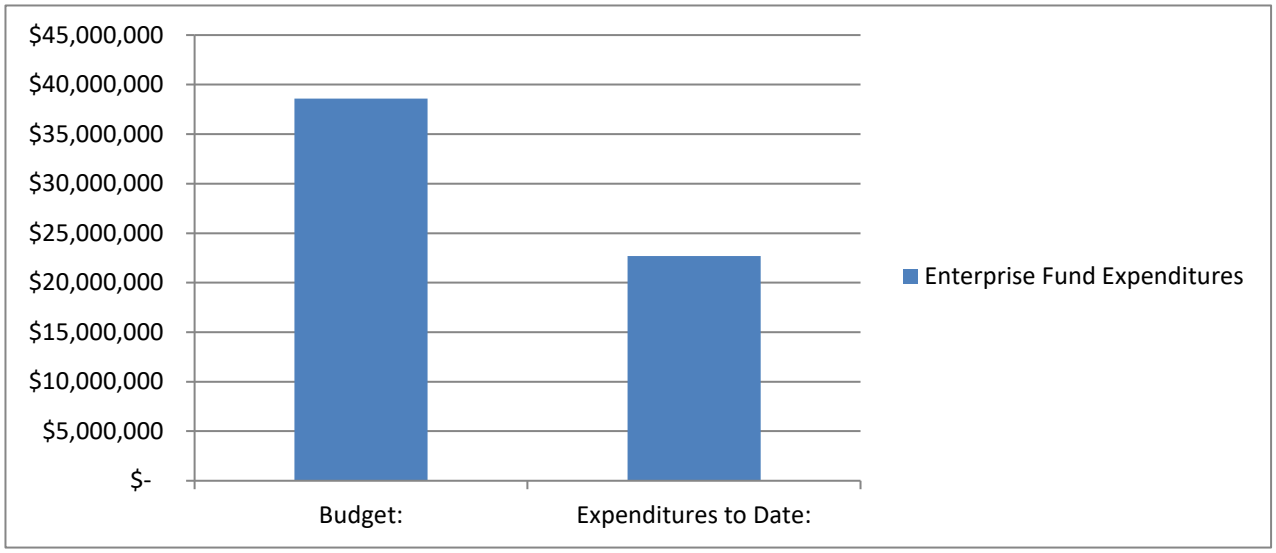
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	$ 38,598,203
Expenditures to Date:	$ 22,690,497
Percent of Total Budget Expended:	59%
Percent of Year Completed:	33%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Fund 51 - Water Fund	$ 26,220,139	$ 20,683,066	79%	33%
Fund 52 - Wastewater Fund	$ 9,443,220	$ 1,393,080	15%	33%
Fund 57 - Solid Waste Fund	$ 2,349,052	$ 451,918	19%	33%
Fund 59 - Storm Water Fund	$ 585,792	$ 162,433	28%	33%

Fund 51 - Water Fund: Reflects CWP shares purchased in advance.

Fund 52 - Wastewater Fund: Budgeted large capital purchases and debt service payments not reflected.

Fund 57 - Solid Waste Fund: Budgeted capital items not reflected.

Fund 59 - Storm Water Fund:

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.
Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses
Available Balance - amount in the fund that is available for projects in the Capital Facilities plan.
Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 10/31/20	Committed Balance	Available Balance	Projected Available Balance by 6/30/21**
Water Impact Fee Fund	$15,167,200	$9,152,031	$6,015,169	$10,153,056
Wastewater Impact Fee Fund	$7,681,956	$5,235,000	$2,446,956	$4,510,030
Parks/Trails Impact Fee Fund	$3,450,474	$1,250,000	$2,200,474	$3,459,618
Stormwater Impact Fee Fund	$1,708,377	$215,000	$1,493,377	$1,859,096
Transportation Impact Fee Fund	$3,174,433	$3,807,956	($633,523)	$1,030,421

****Available balance + the average of the future facilities impact fee collected and projected out.**

CITY PROJECT STATUS

Aviator Ave./EM Blvd. Traffic Signal	Bid Award 9/15 - Construction Stage
Lone Tree Parkway Traffic Signal	RFP to go out soon
CD Bldg Wash Bay	Under Construction
CW Park Improvements	Materials Purchased - to be started in fall.
Smith Ranch Park Improvements	Planning Stage
Woodhaven Park Improvements	Planning Stage
UB Office Remodel	In Design
Asphalt CDB Yard	Planning Stage
Steel Building at CDB	Planning Stage
Airport Road	Planning Stage
PE Parkway Expansion (Midvalley to EM Blvd)	Planning Stage
Library Expansion	Completed

***Unaudited figures - adjusting entries will be done throughout the fiscal year.**

UPCOMING AGENDA ITEMS

December 1, 2020
Lot Size Transition Removal – Discussion Item
Ault Farms – Discussion Item
Ridgeline Protection Overlay Zone – Discussion Item
Historic Preservation Overlay Zone – Discussion Item
Hidden Hollow Phase C, Plat 1 – Discussion Item
B&H Land Holdings – Discussion Item
Silver Fox Cascade – Master Site Plan
Tier and Bonus Density Language Removal – Code Amendment
Brylee Farms – Preliminary Plat Amendment

Other Projects
Fencing – Code Amendment
Accessory Apartments – Code Amendment
Wildlife Corridor Overlay Zone – Code Amendment
Community District Node Overlay (TOD) – Code Amendment
Community Mailbox Turnouts/Widening – Code Amendment
Garage Door Prominence – Code Amendment
Commercial Zoning in the Ranches