EAGLE MOUNTAIN
CITY COUNCIL MEETING

JULY 15, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

1. **DISCUSSION AND INFORMATION ITEMS**
   This is an opportunity to provide information to the City Council. These items are for information only and do not require action by the City Council.

2. **AGENDA REVIEW**
   The City Council will review items on the Consent Agenda and Policy Session Agenda.

3. **CITY MANAGER INFORMATION ITEMS**
   This is an opportunity for the City Manager to provide information to the City Council.

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

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. **CALL TO ORDER**

6. **PLEDGE OF ALLEGIANCE**

7. **INFORMATION ITEMS/UPCOMING EVENTS**

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

9. **CITY COUNCIL/MAYOR ITEMS**
   Time has been set aside for the City Council and Mayor to make comments.

CONSENT AGENDA

10. RESOLUTIONS

10.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement with Utah County for Construction and Right-of-Way Acquisition for Old Airport Road, east of Pony Express Parkway

10.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperative Agreement Between the Utah Department of Natural Resources, Division of Wildlife and Eagle Mountain City, Related to the Completion of Eagle Mountain Deer Migration Corridor Preservation FY26 Proposed Through the Watershed Restoration Initiative

SCHEDULED ITEMS

11. MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER

11.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of 2.15 Acres of Designated "Significant Real Property" (Utah County Parcel #59:044:0015) Pursuant to EMMC 3.30.060 and 3.30.070, and Establishing Terms of the Disposal

BACKGROUND: *(Presented by City Attorney, Marcus Draper and Senior Planner, David Stroud)* Forrest Gaskill requests the City dispose of Parcel 59:044:0015, 2.15 acres, in exchange for the City taking possession of Parcel A, 2.32 acres, in the Marketplace at Eagle Mountain Town Center Preliminary Plat Phase 4. The exchange of property is identified in The Marketplace at Eagle Mountain Town Center Development Agreement, paragraph 6.

11.B. AMENDED PRELIMINARY PLAT - Marketplace at Eagle Mountain Town Center

BACKGROUND: *(Presented by Senior Planner David Stroud)* The Marketplace at Eagle Mountain Town Center Development Agreement includes a Master Site Plan that also functions as the preliminary plat. The applicant has submitted a revised plat to reconfigure Phase 4, including adjustments to the Macey's lot and the storm water parcel. The updated layout proposes five commercial lots, the Macey's lot, and a relocated City storm water parcel, as contemplated in the agreement's planned land swap.

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING - An ordinance of Eagle Mountain City, Utah amending Eagle Mountain Municipal Code Section 2.20.020, Compensation Schedule of Statutory Officers

BACKGROUND: *(Presented by Marcus Draper, City Attorney)* Utah State Code 10-3-818 requires that cities fix the compensation schedule of statutory officers in the municipal code on an annual basis. This is an update to that schedule based on recent salary surveys.

12.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.55.040(E) Location of Parking Areas; and Section 17.55.100 Shared Parking and Curb Cuts

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* A proposal to amend EMMC Title 17 to require a minimum distance between parking lots and the buildings they serve, and to update rules for shared parking by reducing how much can be shared, requiring City Council approval, and adding a maintenance agreement and review standards for shared use. This amendment pertains to non-residential and multifamily uses.

12.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.35.050 Drive-Thru Lanes

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* A proposal to amend Title 17.35.050 regarding drive-thru lanes to refer to standards in 17.55.130, to amend 17.55 by adding a new subsection 130 "Drive-Thru Regulations", preserving existing and setting forth new standards for drive-thrus (primarily by requiring minor escape lanes) and deleting 17.75.069 "Restaurant with drive-through services" in its entirety.

12.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17, Sections 17.10.030 Structure Definition, and 17.25.040 Residential Development Standards Table

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* This proposal amends portions of EMMC Title 17 to clarify where structures for housing livestock can be placed on residential properties. It defines what a "structure" is and adjusts the setback requirements for livestock buildings to ensure they are a safe distance from nearby homes and other structures. It also notates that setbacks

are not required for structures that don't need a building permit, unless the structure is used to house livestock.

12.E. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions (Lot Frontage & Property Width) and Section 17.25.040 Residential Development Standards Table

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* A proposal to amend Title 17 of the City Code by updating the definition of "lot frontage" and adding a definition for "property width." The amendment also clarifies that in the MF-1 and MF-2 zones, townhomes and apartment buildings must have street frontage to be buildable. Apartment buildings may access their parking through service drives instead of directly from the street.

13. RESOLUTIONS/PUBLIC HEARINGS

13.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of up to 20.35 acres of Public Real Property known as the Bypass Road Property

BACKGROUND: *(Presented by City Attorney Marcus Draper)* SITLA previously conveyed 20.35 acres to the City for a public road as part of the original Overland Master Development Agreement. Due to surrounding development, the site is no longer ideal for that purpose. SITLA and Ivory Homes propose a land swap in its place. A public hearing was noticed and held on July 1, 2025, then continued..

14. ORDINANCES

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

BACKGROUND: *(Presented by Senior Planner David Stroud)* This is a proposed amendment to the EMMC defining Athletic Facility Signs and adopting standards for such signs. A public hearing was held and closed on July 1, 2025, after which the item was tabled for further consideration.

15. LEGISLATIVE ITEMS

15.A. UPDATE – Legislative Priorities List

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

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

17. COMMUNICATION ITEMS

18. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on July 11, 2025, on the Eagle Mountain City bulletin boards and website, www.eaglemountain.gov, posted to the Utah State public notice website, http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Gina L. Olsen, CMC, City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement with Utah County for Construction and Right-of-Way Acquisition for Old Airport Road, east of Pony Express Parkway
ITEM TYPE:	Agreement
FISCAL IMPACT:	Up to $5 million in funding available to the City for this roadway. Any additional costs are the responsibility of the City.
APPLICANT:	City initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Steve Mumford, Deputy City Manager	Steve Mumford

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement with Utah County for Construction and Right-of-Way Acquisition for Old Airport Road, east of Pony Express Parkway.

BACKGROUND:
The State allocated $4 million to the City for "Airport Road." That money was being held by MAG. The City's lobbyist, Dave Stewart, was recently able to work with the State, MAG, and Utah County to swap funding sources and increase the amount available to the City to $5 million for this project. Last week the County approved a resolution and the interlocal agreement to make the funding available to the City. Our next step is to approve the agreement, hire an engineering firm to design the roadway, complete a cost estimate for the construction, and begin the ROW acquisition process, if additional funding is available (above the construction costs). We anticipate that we will only be able to construct a portion of the roadway, rather than the full ROW. These details will be worked out in the coming weeks or months.

Approval of the agreement makes up to $5 million available to fund construction of portions of Old Airport Road, east of Pony Express Parkway, as well as acquisition of right-of-way for future road and infrastructure improvements for Old Airport Road to the south of the future Mid Valley Road.

ITEMS FOR CONSIDERATION:
The construction of a portion of Old Airport Road, east of Pony Express Parkway, will provide a critical connection with the future Mid Valley Road. It would also be an economic development tool for a major retail project that is on the near-term horizon. In addition, the ROW to be acquired, extending to the south, provides property for needed major utility infrastructure for this area, along

with the future roadway.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Interlocal Agreement

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND EAGLE MOUNTAIN CITY FOR THE CONSTRUCTION AND RIGHT OF WAY ACQUISITION FOR OLD AIRPORT ROAD

PREAMBLE

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

WHEREAS, Utah County and Eagle Mountain City desire to facilitate the construction and right-of-way acquisition for Old Airport Road, east of Pony Express Parkway; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an interlocal cooperation agreement with Utah County for the funding of the construction and right-of-way acquisition for Old Airport Road, East of Pony Express Parkway, as set forth in Exhibit A.

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

1. The Interlocal Cooperation Agreement with Utah County, attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of July, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

UC Agreement No. 2025 - _____

INTERLOCAL COOPERATION AGREEMENT
between
UTAH COUNTY AND EAGLE MOUNTAIN CITY
For
A Road Project within Eagle Mountain City

THIS AGREEMENT, is made and entered into this ___ day of _____ 2025, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, with principal offices located at 100 East Center Street, Provo, Utah 84606 ("County") and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, with principal offices located at 1650 Stagecoach Run, Eagle Mountain, UT, United States, Utah ("City").

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

WHEREAS, City and County are public agencies under the Interlocal Cooperation Act; and

WHEREAS, County has imposed sales and use taxes to fund Roads or a system for public transit authorized by the Local Option Sales and Use Taxes for Transportation Act, Utah Code Title 59, Chapter 12; and

WHEREAS, the Utah State Legislature has limited the use of the sales and use tax revenue as provided in Utah Code 59-12-2212.2; and

WHEREAS, City and County desire to facilitate the development and construction of Road projects to Old Airport Road and for the acquisition of additional right-of-way for future road construction. (hereinafter "Road Projects" and better defined below in Section 5); the construction of the Road Projects are allowable uses of the sales and use tax revenue; and

WHEREAS, City and County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, City and County hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the County and the City for the purpose of outlining the respective rights and responsibilities of the City and the County in the construction of the Road Projects. Further, the Parties intend to utilize tax revenue received under the Local Option Sales and Use Taxes for Transportation Act, Utah Code Title 59, Chapter 12, to fund the construction of the Road Projects.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Utah Code Section 11-13-207, the Utah County Administrator, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. EFFECTIVE DATE, DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event will the duration last longer than 3 years from the execution date. All requests for reimbursements must be submitted before the end of the three-year period.

Section 4. NO SEPARATE LEGAL ENTITY.

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

A. <u>Development and Construction of the Road Projects</u>: City will develop and construct the Road Projects in Eagle Mountain City to provide for the extension of Old Airport Road on the East side of Pony Express Parkway, as well as the acquisition of additional right-of-way for future construction. This road is an important transportation corridor for the City, and will provide direct access to the Cedar Valley Freeway, when completed, as well as access to the future Mid-Valley Road. The Road Projects are defined as the development and construction, including property acquisition and corridor preservation costs.

B. <u>Reimbursement to City for Construction Costs</u>: City will submit itemized invoices to County for reimbursement for the direct costs of the Road Projects, not to exceed $5,000,000.

County agrees to reimburse City within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Road Projects. The maximum amount of reimbursement from County to City shall be $5,000,000. Any costs which exceed $5,000,000 shall be the City's sole responsibility. If the costs of the Road Projects are less than $5,000,000, then County shall retain those non-utilized funds. The use of City equipment and/or City employee time for the Road Projects shall not be reimbursable.

City may request reimbursement according to the following schedule:

i. $4,000,000 on or after July 1, 2025.
ii. An additional $1,000,000 on or after January 1, 2026.
iii. Notwithstanding the above schedule, the County may, at its own option, and in collaboration with City, expedite the schedule and elect to reimburse up to $5,000,000 at any time before the dates in this section. Regardless, the total reimbursement shall not exceed $5,000,000.
iv. All reimbursement requests must be received by COUNTY prior to the end of the three-year duration of this interlocal agreement.

C. <u>Ownership and Maintenance of Road Projects</u>: The City shall own and be responsible for maintenance, repair, and replacement of the Road Projects.

D. <u>Inspection of Road Projects</u>: County, upon reasonable notice, reserves the right to enter upon the Road Projects to inspect the same to verify compliance with this Agreement.

E. <u>Other Expenses</u>: Except as otherwise expressly stated herein, all expenses for the development and construction of the Road Projects shall be the sole responsibility of the City.

F. <u>No Third-Party Rights</u>: The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the County. This Agreement is not intended to nor shall it be construed to benefit any third party.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the

official records of each party.

Section 8. 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 9. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 10. INDEMNIFICATION.

The City shall indemnify and hold County harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Road Projects or any part thereof. The City shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed under the terms of this Agreement, or arising from any act or negligence of City, or any of City's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the City and the County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act of Utah, U.C.A. 63G-1-101, et. seq. City's obligations under this provision shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2025-___, authorized and passed on the _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of

_____ 2025.

EAGLE MOUNTAIN CITY

_____
{NAME}
Its _____ (title)

ATTEST:
{NAME}
Eagle Mountain City Recorder

By: _____
#

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:
{NAME}
Eagle Mountain City Attorney

By: _____

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperative Agreement Between the Utah Department of Natural Resources, Division of Wildlife and Eagle Mountain City, Related to the Completion of Eagle Mountain Deer Migration Corridor Preservation FY26 Proposed Through the Watershed Restoration Initiative.
ITEM TYPE:	Agreement
FISCAL IMPACT:	Up to $200,000, to be reimbursed by DWR.
APPLICANT:	City Initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Todd Black, Wildlife Biologist/Environmental Planner	Todd Black

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperative Agreement Between the Utah Department of Natural Resources, Division of Wildlife and Eagle Mountain City, Related to the Completion of Eagle Mountain Deer Migration Corridor Preservation FY26 Proposed Through the Watershed Restoration Initiative.

BACKGROUND:
This is the third year the City has been asked to enter into an agreement with UDWR/WRI for expenditures related to the wildlife corridor and mule deer migration route fencing. The agreement will fund the completion of approximately four additional miles of fencing. By following this reimbursement structure, the City is able to stretch project dollars further and maximize the impact of available funding. Under the terms of the agreement, the City covers the costs upfront and is reimbursed at the end of the fiscal year.

The construction contract for this phase is already in place with Carlson Fencing LLC. This agreement allows the City to be reimbursed by UDWR for eligible project costs, up to $200,000. Approximately four additional miles of wildlife-friendly fence will be installed as part of this phase. As with previous years, the City will cover the costs up front and receive reimbursement at the end of the fiscal year, allowing the City to maximize the impact of project funds through this cost-sharing partnership.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Interlocal Agreement

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE AND EAGLE MOUNTAIN CITY, RELATED TO THE COMPLETION OF EAGLE MOUNTAIN DEER MIGRATION CORRIDOR PRESERVATION FY26 PROPOSED THROUGH THE WATERSHED RESTORATION INITIATIVE

PREAMBLE

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

WHEREAS, Utah Department of Natural Resources, Division of Wildlife Resources and Eagle Mountain City desire to facilitate the completion of Eagle Mountain Deer Migration Corridor Preservation FY26 (WRI # 7537), proposed through the Watershed Restoration Initiative (WRI); and

WHEREAS, the project represents Phase 3 of the ongoing Deer Migration Corridor Fencing effort, which supports wildlife safety and habitat preservation; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an interlocal cooperation agreement with Utah Department of Natural Resources, Division of Wildlife Resources for the completion of the Eagle Mountain Deer Migration Corridor Preservation, as set forth in Exhibit A.

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

1. The Interlocal Cooperation Agreement with Utah Department of Natural Resources, Division of Wildlife Resources, attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of July, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

Cooperative Agreement

BETWEEN
EAGLE MOUNTAIN CITY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23A-2-401, this COOPERATIVE AGREEMENT is made and entered into upon the date of 07/01/2025, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Eagle Mountain City for completion of *Eagle Mountain Mule Deer Migration Corridor Preservation FY26 (WRI # 7537)* proposed through the Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2025 through October 1, 2027.

The Parties agree as follows:

1. UDWR will:
    a. Reimburse Eagle Mountain City) actual cost up to $200,000 for completion of the *Eagle Mountain Mule Deer Migration Corridor Preservation FY26 (WRI # 7537).*

    b. UDWR will assist with entering of project completion reports as needed.

    c. The contract monitor(s) at UDWR will be:

Daniel Eddington	Josee Seamons
danieleddington@utah.gov	jseamons@utah.gov
435 820-6024	385 421-1277

2. Eagle Mountain City will:
    a. Install 8' wildlife exclusion fencing along 13,430 feet of roadways to facilitate mule deer migration through the corridor.
        i. All applicable federal guidance and regulations related to the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. All iron, steel, manufactured products, articles, materials, and supplies that are incorporated into or affixed to a permanent or semi-permanent fixture on the landscape must be produced in the United States.

    b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2028.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of

precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

_____ _____

Mayor Tom Westmoreland Date
Eagle Mountain City

ATTEST:_____
Gina L. Olsen, CMC, City Recorder

_____ _____

Division of Wildlife Resources/Deputy Director Date

_____ _____

Division of Wildlife Resources/Financial Manager Date

_____ _____

State of Utah/Division of Finance Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.

2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.

3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.

4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.

5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

UTAH's WATERSHED RESTORATION INITIATIVE

Eagle Mountain Mule Deer Migration Corridor Preservation FY26

Project ID: 7537
Status: Proposed
Fiscal Year: 2026
Submitted By: N/A

Project Manager: Josee Seamons
PM Agency: Utah Division of Wildlife Resources PM
Office: Central Region
Lead: Utah Division of Wildlife Resources WRI
Region: Central

Description:

Using data collected by the UDWR, BLM, Eagle Mountain City, and other partners a mule deer (Odocoileus hemionus) migration corridor was identified running through the middle of an undeveloped area within the City of Eagle Mountain. The objectives of this phase of effort are to install fencing along roads, improve watershed health, and improve habitat for migrating deer and other wildlife.

Location:

The City of Eagle Mountain is located in the western portion of Utah County surrounded by the Oquirhh Mountains to the west, Traverse Mountains and Camp Williams Military Installation to the north, and the Lake Mountains to the southeast. This project stretches for approximately one mile between the Lake Mountains and Camp Williams through the northeastern portion of the city. The land use within the area is a mix of urban development, paved and dirt roads, and fallow agricultural fields.

Project Need

Need For Project:

Wildlife fencing to facilitate mule deer migration through the corridor. Preserve open space and functionality of the corridor from development and recreation. Between now and 2030, 20+ miles of fence will be needed to preserve the corridor.

Objectives:

-Preserve open space and the functionality of the wildlife migration corridor. -Limit impacts of development and recreation in and adjacent to this migration corridor. -Place fencing in key areas to better assist with the funneling of wildlife into this corridor allowing them to move through the city with the least amount of human-wildlife conflict. -Fence the entire migration corridor in key areas. -Continue to look for opportunities to improve habitat within the migration corridor and in open spaces adjacent to

the corridor to provide necessary resources for wildlife to continue to use the corridor and reduce their need to move into developed areas for resources.

Project Location/Timing Justification (Why Here? Why Now?):

Eagle Mountain City is one of the fastest-growing cities in Utah. It currently has an estimated population of 65,000 and is projected to be over 120,000 by 2050. Currently, there are over 30 square miles of agriculture open space, and undeveloped lands within the City boundary BUT with approved development plans, much of this will be developed within the next 20 years. Eagle Mountain is working hard with partners to conserve a portion of the open space for wildlife and ensure the mule deer migration route through the city is maintained into the future. We must work to plan and implement conservation measures now thus ensuring these areas into the future. One of the priorities within the next 5 years is to fence the mule deer migration route and provide overpasses, underpasses, and at-grade crossings to ensure human-wildlife conflict is reduced. The city has passed code and hired a full-time wildlife biologist to work closely with partners to implement these and other conservation projects. Approximately 1,500 mule deer use this corridor to travel between summer and winter ranges. If no corridor is preserved in this area the existing route used by migrating deer and the space used by other species will be cut off by homes, businesses, and roads. The loss of space and connectivity to habitats will result in the loss of native and genetic biodiversity, increased human-wildlife conflicts, and increased direct wildlife mortality on roads. Once this area is developed it would be extremely cost prohibitive to restore the historical migration paths of wildlife in the area. Strong partnerships have been created between Eagle Mountain City, DWR, UDOT, BLM, SITLA, Camp Williams, private landowners, and sportsmen groups to preserve this corridor. These groups have and are willing to continue to provide monetary and in-kind services toward completing this project. Over $600,000 in actual and in-kind dollars have already been invested in this project. This WRI project is only a portion of the big picture of this project. DWR and Eagle Mountain City are also pursuing federal grants such as the "America the Beautiful" challenge through the National Fish and Wildlife Foundation (NFWF). One goal of this grant is: "Connecting and reconnecting wildlife corridors, large landscapes, watersheds, and seascapes". If awarded, this would be used to plan crossing structures within the city that are not on UDOT-managed roads. With multiple current and potential new funding sources, if we don't continue with this project now, it will be nearly impossible down the road.

Relation To Management Plan:

Utah Mule Deer Statewide Management Plan- "To address deer/vehicle collisions, DWR and our partners have worked to identify deer migration routes and locations where deer are commonly hit on roadways. This information has allowed us to know where to place underpasses and fences to increase deer survival. These studies have also provided data on the types of underpasses and structures these animals will use (Cramer 2014). Although costly, these efforts are helping to prevent future collisions, increase public safety, and minimize deer mortalities." Additionally, they will "Conserve, improve, and restore mule deer habitat throughout the state with emphasis on crucial ranges." "Work with county, state, and federal agencies to limit the negative effects of roads by reclaiming unused roads, properly planning new roads, and installing fencing and highway passage structures where roads disrupt normal mule deer migration patterns." Utah's Wildlife Migration Initiative -- specifically states that we are to "...identify and preserve wildlife migration corridors" DOI Secretarial Order 3362 - "... improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to

conserve and manage big-game species and respects private property rights. Utah Wildlife Action Plan (WAP) - The project area includes multiple key terrestrial habitats identified in the WAP including Lowland Sagebrush, Mountain Sagebrush, and Mountain Shrub. Sentential Landscape Bill (2018) - there is further recognition from the state on the importance of open lands and the preservation of these open lands. See also Camp Williams INRMP, Private lands/conservation easements https://ut.ng.mil/Resources/Environmental-Resources-Management/Natural-Resources/. The Eagle Mountain City Plan- The city of Eagle Mountain and its leadership have expressed great interest in preserving the natural setting of the area wherever possible. This project has been explicitly endorsed by the Mayor and City Planner of Eagle Mountain City. Eagle Mountain also passed city code 17.49 to specifically protect this migration corridor. See https://www.codepublishing.com/UT/EagleMountain/html/EagleMountain17/EagleMountain1749.html

Fire / Fuels:

We developed a seed mix to improve forage for mule deer within the corridor but to also serve as a green strip to act as a firebreak and lower fire risk to nearby structures. Shrub, forb, and perennial grasses are more drought tolerant and will stay greener longer into the season. Cheatgrass increases the frequency of fire and threatens homes and infrastructure in this area. Cheatgrass dries out earlier in the summer and is a continuous fuel load where fire can easily carry through quickly. This corridor can act as both a natural and enhanced fuel break. Eagle Mountain City is already planting a wildlife, 'green' friendly rangeland seed mix in these areas. This seed mix is designed to compete with non-native invasives such as Russian thistle and cheatgrass and provide flowering species to benefit pollinators. Invasives such as Russian thistle and cheatgrass threaten homes and infrastructure in this area. (EM City Seed mix, see attached) Additionally, Eagle Mountain works each year with the Unified Fire Authority to reduce fuel loads in key areas in this corridor.

Water Quality/Quantity:

By reducing the threat of fire from cheatgrass we will be protecting the crucial water supply to the City of Eagle Mountain. Shrub/seed planting prevents mudslides and erosion from damaging homes and infrastructure.

Compliance:

Cultural clearances will be conducted in-house with UDWR archaeologists before implementation. Any actions taken on federal and state lands will be assessed by appropriate agencies and completed before actions occur.

Methods:

Installation of $200,000ish of 8' wildlife fence. Habitat improvement will be done by planting ~500 shrub seedlings with browsing cages within the corridor to provide cover and resources for migration wildlife. Eagle Mountain City will coordinate the growing and planting of seedlings. Greenstrip/forb mix will be drill-seeded within the fenced corridor. EMC has excess seed from the previous year's project, so no new seed will be requested. The previous seedmix is attached.

Monitoring:

Eagle Mountain City will conduct regular inspections of permanent fences as part of an ongoing maintenance program that ensures the proper function of the fence for the lifespan of the practice. To

include the following: 1-conduct inspections of fences after storms and other disturbance events, 2-repair or replacement of loose or broken material, gates, and other forms of ingress and egress, 3-removal of trees or shrubs that are encroaching into the fence, 4-repair of eroded areas as necessary, 5-repair or replacement of markers or other safety and control features as required, 6-maintain fladry or signage as necessary. The migration routes in and around Eagle Mountain were identified by data gathered using GPS collars. The success of this project would be able to continue to be monitored using the same collars and collars placed on additional individual deer and other species, such as pronghorn. The success of this project will also be monitored through analysis of roadkill data observed on the Utah Roadkill Reporter app.

Partners:

The Utah Division of Wildlife Resources has been working closely with leadership and city planners of the City of Eagle Mountain to plan a route to preserve. Also, collaborations with the BLM, Utah National Guard (Camp Williams and West Traverse Sentinel Landscape), UDOT, Sportsman Groups, and other partners of the Utah Wildlife Migration Initiative. Eagle Mountain and UDWR representatives have met with landowners within the proposed corridor and signed a memorandum of understanding to work together to accomplish the goal of preserving a migration corridor through the city. Much of this work will be done and coordinated by the UDWR with support from the other partners that will provide sportsmen groups public volunteers and technical advice throughout the process. UDWR will monitor the success of the fencing and habitat projects.

Future Management:

The preservation of this area is a multi-year project. Once the entire project is complete the corridor will be preserved for the benefit and use of wildlife. Maintenance of highway fencing will be UDOT's responsibility. Other management responsibility in the area will go to the city of Eagle Mountain with support from the UDWR.

Sustainable Uses of Natural Resources:

The main purpose of this project is to protect the functionality of the wildlife migration corridor through Eagle Mountain by restricting development within the proposed corridor, keeping recreational impacts to a minimum, and ensuring wildlife have a relatively safe passage through the city. The project will support wildlife populations indefinitely if the corridor is sustained. This project will also protect lands from development that can also be used for livestock grazing.

Budget

WRI/DWR	Other	Budget Total	In-Kind	Grand Total
$200,000.00	$0.00	$200,000.00	$60,000.00	$260,000.00

Item	Description	WRI	Other	In-Kind	Year
Materials and Supplies	8' field wire fence. 2 3/8" drill pipe. 10' x 7" treated wood posts	$200,000.00	$0.00	$60,000.00	2026

Funding

WRI/DWR	Other	Funding Total	In-Kind	Grand Total
$200,000.00	$0.00	$200,000.00	$60,000.00	$260,000.00

Source	Phase	Description	Amount	Other	In-Kind	Year
National Fish & Wildlife Foundation (NFWF)		America The Beautiful Grant Cooperative Agreement # 703636	$100,000.00	$0.00	$0.00	2026
Utah's Watershed Restoration Initiative (UWRI)			$100,000.00	$0.00	$0.00	2026
Eagle Mountain City			$0.00	$0.00	$60,000.00	2026

Species

Species	N Rank	HRG/P Rank
Mule Deer		R1

Threat	Impact
Housing and Urban Areas	Medium

Mule Deer		R1

Threat	Impact
OHV Motorized Recreation	Medium

Mule Deer		R1

Species	N Rank	HG/P Rank

Threat	Impact
Roads – Transportation Network	High

Habitats

Habitat
Lowland Sagebrush

Threat	Impact
Housing and Urban Areas	Medium

Lowland Sagebrush

Threat	Impact
Invasive Plant Species – Non-native	Very High

Project Comments

Comment	02/07/2025	Type: 1	Commenter: Kevin Gunnell
Even though no new seed is needed for this project, can you please include the seed mix with the project?			
Comment	02/11/2025	Type: 1	Commenter: Josee Seamons
Thanks Kevin. I've attached the previous year's seedmix.			
Comment	06/23/2025	Type: 2	Commenter: Daniel Eddington

The methods section talks about planting shrubs, but the budget only has fencing. Please update the WRI database to accurately reflect what will be implemented.

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

Future Management:

Map Features

ID	Feature Category	Action	Treatment Type
1313	Fence	Construction	Wildlife Exclusion

Project Map

Project Map

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of 2.15 Acres of Designated "Significant Real Property" (Utah County Parcel #59:044:0015) Pursuant to EMMC 3.30.060 and 3.30.070, and Establishing Terms of the Disposal.
ITEM TYPE:	Land Disposal
FISCAL IMPACT:	Net neutral
APPLICANT:	Forrest Gaskill

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Agriculture / Commercial Community	2.15 acres exchanged for 2.32 acres

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	David Stroud, Senior Planner Marcus Draper, City Attorney	David Stroud, Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Disposal of 2.15 Acres of Designated "Significant Real Property" (Utah County Parcel #59:044:0015) Pursuant to EMMC 3.30.060 and 3.30.070, and Establishing Terms of the Disposal.

BACKGROUND:

The Marketplace at Eagle Mountain Town Center Development Agreement contemplates a land exchange between the City and the developer to better support the intended layout and design of the project. Specifically, Subsection 6 of the Agreement identifies the relocation of a City-owned parcel, which is not ideally situated for development. This swap facilitates a more effective site plan, aligning with the overall vision for the Marketplace area. As part of the agreement, the developer will install required improvements such as landscaping and fencing.

In connection with the land exchange, the applicant has submitted a revised preliminary plat for Phase 4 of the development. The plat reconfigures several lots, including modifications to the approved Macey's lot. The previous layout included four commercial lots and a City-owned storm water parcel in addition to the Macey's lot. The updated plat proposes five commercial lots, the relocated storm water parcel, and an amended Macey's lot. These changes remain consistent with the Master Site Plan attached to the Development Agreement and support the continued buildout of the Town Center in a more cohesive and functional manner.

ITEMS FOR CONSIDERATION:

- This property exchange was contemplated in the original Development Agreement (Subsection 6), and is consistent with the long-term vision for the Marketplace at Eagle Mountain Town Center.
- The existing City-owned parcel is not well-suited for development within the current site layout and was expected to be relocated.
- The proposed exchange will support more cohesive planning and improve the functionality of the Marketplace development.
- The developer is required to complete all improvements on the newly acquired parcel, including landscaping and fencing, at their own expense.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission did not review or provide a recommendation regarding the disposal of public property, as that authority rests solely with the City Council pursuant to EMMC 3.30.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING THE DISPOSAL OF SIGNIFICANT CITY-OWNED REAL PROPERTY PURSUANT TO EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 3.30

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah is a public body with the authority to dispose of real property pursuant to the Eagle Mountain Municipal Code; and

WHEREAS, EMMC 3.30.060 provides the process for the disposal of significant real property, including a requirement for public notice, a public hearing, and evaluation by City staff and departments; and

WHEREAS, the City has received an application to dispose of parcel 59:044:0015, 2.15 acres, in exchange for the City taking possession of Parcel A, 2.32 acres, in the Marketplace at Eagle Mountain Town Center Preliminary Plat, Phase 4; and

WHEREAS, the exchange of property is identified in The Marketplace at Eagle Mountain Town Center Development Agreement, Paragraph 6, and

WHEREAS, City staff has reviewed the application and recommends the disposal; and

WHEREAS, all public notice requirements under EMMC 3.30.060 have been met, and

WHEREAS, the City Council held a public hearing on this matter and finds it in the best interest of the City and community to dispose of the Subject Property under the terms described below.

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

1. The City Council hereby authorizes the disposal of parcel 59:044:0015, 2.15 acres, in exchange for the City taking possession of Parcel A, 2.32 acres, in the Marketplace at Eagle Mountain Town Center Preliminary Plat, Phase 4, as presented by City staff, as determined and approved by Council and depicted in Exhibit A.

This resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th of July 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of July, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	AMENDED PRELIMINARY PLAT - Marketplace at Eagle Mountain Town Center.
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	N/A
APPLICANT:	Forrest Gaskill

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Agriculture / Commercial Community	16.56

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	David Stroud, Senior Planner	David Stroud

RECOMMENDATION:
Staff recommends the City Council approve the Amended Preliminary Plat for the Marketplace at Eagle Mountain Town Center subject to the correction of redlines.

BACKGROUND:
The Marketplace at Eagle Mountain Town Center Development Agreement contains the Master Site Plan which also serves as the preliminary plat. The Applicant has submitted a revised preliminary plat to reconfigure lots in Phase 4. The Macey's lot will also be amended. Four commercial lots and a City storm water parcel exist on the approved preliminary plat along with the amended Macey's lot. Five commercial lots are proposed on the new preliminary plat along with the City storm water plat and Macey's lot. The Agreement states the City and the developer will swap parcels to relocate the storm water basin.

ITEMS FOR CONSIDERATION:
The Planning Commission discussed the re-vegetation process of the detention basin. The applicant indicates hydro-seeding, but this has not done well in the City, according to Public Works. Public Works also recommends drill-seeding.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends City Council approval of the amended preliminary plat for the Marketplace at Eagle Mountain Town Center, subject to minor redline corrections and the use of drill seeding in place of hydroseeding.

ATTACHMENTS:
1. Plat

24-078 SUB P4

The Marketplace at Eagle Mountain Town Center Phase 4

Vacating & Resubdividing Lot 2, The Marketplace at Eagle Mountain Town Center, together with more land, being a part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah 2025

Narrative

This Subdivision was requested by Bill Gaskill to create 5 Lots, 1 Parcel and Public Road.

This Subdivision retraces and honors a previous 2016 Boundary/Topographical Survey by Focus Engineering and Surveying, LLC File No. 18-288 and a 2020 ALTA Survey by Anderson Wahlen and Associates.

A line between monuments found for the Southeast Corner and the East Quarter Corner of Section 12 was assigned the VRS derived bearing of North 0°27'12" East as the Basis of Bearings match NAD83 Utah Central Zone State Plane Datum reference to North.

Direct Communications

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications service 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

First Digital

First Digital certifies that it will provide telecommunications service to this subdivision utilizing the trenches provided by the developer.

First Digital Date

Enbridge Gas Utah

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

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS_____ DAY OF_____, 20___.

BY- _____.

TITLE- _____.

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. 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains Public Utility Easements and approximates the location of the Public Utility Easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not effect any right that Rocky Mountain Power has under:

a. A recorded easement or Right-of-Way
b. The law applicable to prescriptive rights
c. Title 54, Chapter 8a, damage to underground utility facilities or
d. Any other provision of law

Approved this_____day of_____, 20___,

Rocky Mountain Power Company

By-_____.

Title-_____.

Calculations Table

Total Acreage	= 16.557 acres
Total Acreage in Lots after dedications and less Parcel A	= 13.641 acres
Total Acreage in Parcel A	= 2.322 acres
Average Lot size	= 118,850 sq. ft. or 2.728 acres
Largest Lot size	= 6.235 acres
Smallest Lot size	= 0.690 acre
Total Number of Lots	= 5 Lots and 1 Parcel
Total Acreage in Right-of-Way	= 0.593 acre

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20___, personally appeared before me, the undersigned Notary Public, Tiffany Walden, who being by me duly sworn did say that she is the Manager of Diamante Vista, LLC a Utah limited liability company, which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and she acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____

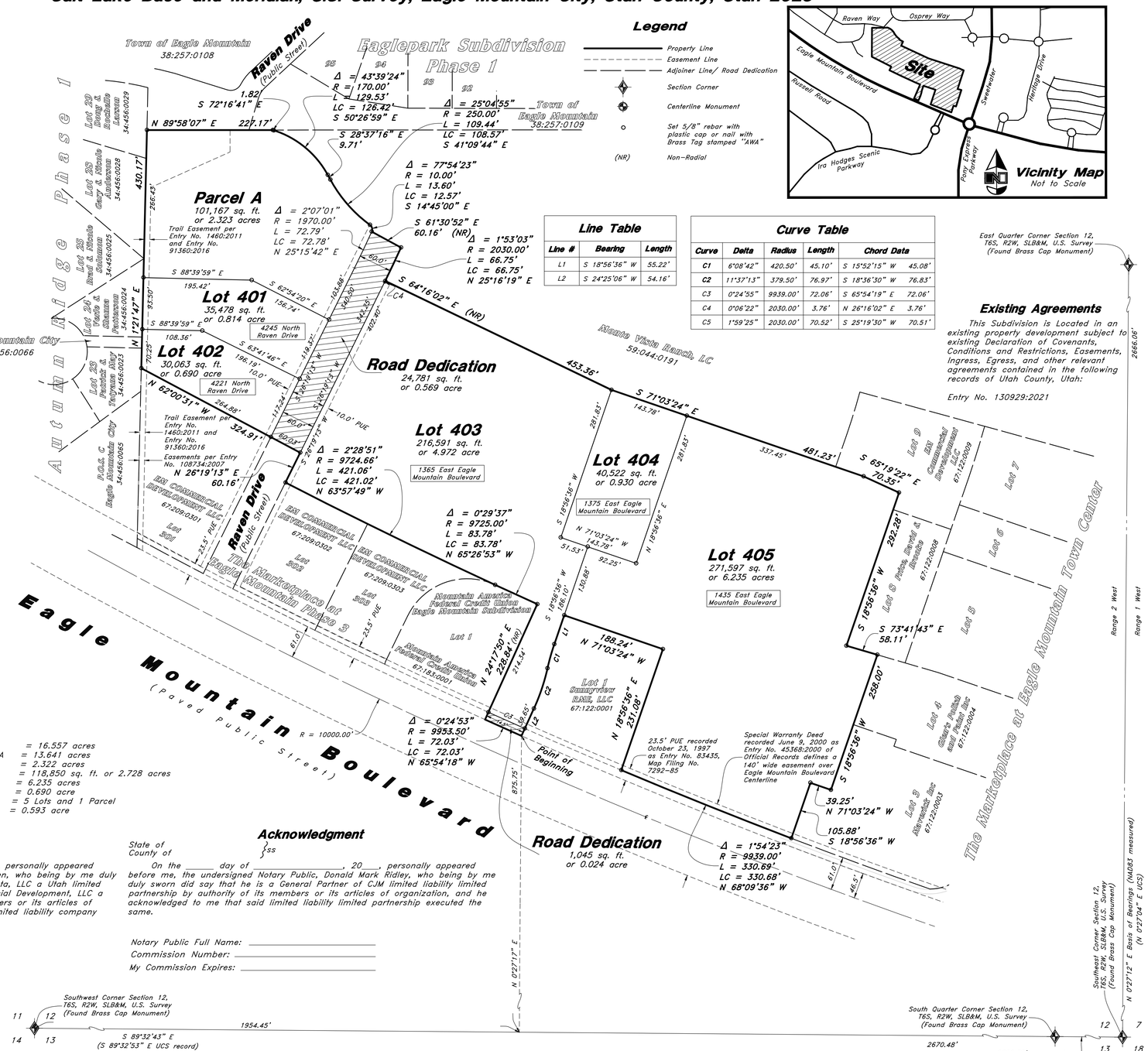
Acknowledgment

State of
County of } ss

On the _____ day of _____, 20___, personally appeared before me, the undersigned Notary Public, Donald Mark Ridley, who being by me duly sworn did say that he is a General Partner of CJM limited liability limited partnership by authority of its members or its articles of organization, and he acknowledged to me that said limited liability limited partnership executed the same.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____

AWA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net



Line Table

Line #	Bearing	Length
L1	S 18°56'36" W	55.22'
L2	S 24°25'06" W	54.16'

Curve Table

Curve	Delta	Radius	Length	Chord Data	
C1	6°08'42"	420.50'	45.10'	S 15°52'15" W	45.08'
C2	11°37'13"	379.50'	76.97'	S 18°36'30" W	76.83'
C3	0°24'55"	9939.00'	72.06'	S 65°54'19" E	72.06'
C4	0°06'22"	2030.00'	3.76'	N 26°16'02" E	3.76'
C5	1°59'25"	2030.00'	70.52'	S 25°19'30" W	70.51'

Existing Agreements

This Subdivision is Located in an existing property development subject to existing Declaration of Covenants, Conditions and Restrictions, Easements, Ingress, Egress, and other relevant agreements contained in the following records of Utah County, Utah:

Entry No. 130929:2021

Surveyor's Certificate

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have completed a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Eagle Mountain Town Center Phase 4.

Boundary Description

All of Lot 2 of The Marketplace at Eagle Mountain Town Center recorded as Entry No. 127110:2021 and as Map File No. 17808 in the Official Records of Utah County, together with (Phase 1) more land, being a part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah:

Beginning at a point on the Northeasterly line of Eagle Mountain Boulevard as it exists at 46.50 foot half-width, located 1954.45 feet South 89°32'43" East along the South line of said Section 12; and 875.75 feet North 0°27'17" East from a Brass Cap Monument found marking the Southwest Corner of said Section 12; and running thence Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 72.03 feet (Center bears North 23°53'16" East, Central Angle equals 0°24'53" and Long Chord bears North 65°54'18" West 72.03 feet) along said Northeasterly line to the most Southerly Corner of the Mountain America Federal Credit Union Eagle Mountain Subdivision recorded as Entry No. 58443:2023 and as Map File No. 18902 in the Official Records of Utah County; thence along the Southeasterly and Northeasterly lines of said Subdivision the following two courses: North 24°17'50" East 228.84 feet along a non-radial line to the most Easterly corner thereof; and Northwesterly along the arc of a 9725.00 foot radius curve to the right a distance of 83.78 feet (Center bears North 24°18'19" East, Central Angle equals 0°29'37" and Long Chord bears North 65°26'53" West 83.78 feet) to the most Easterly Corner of The Marketplace at Eagle Mountain Town Center Phase 3 recorded as Entry No. 61509:2024 and as Map File No. 19387; thence along the Northeasterly line of said Phase 3 the following three courses: Northwesterly along the arc of a 9724.66 foot radius curve to the right a distance of 421.06 feet (Center bears North 24°47'46" East, Central Angle equals 2°28'51" and Long Chord bears North 63°57'49" West 421.02 feet) to the Southerly line of Raven Drive as dedicated per said Plat; North 26°19'13" East 60.16 feet along said Southerly line; and North 62°00'31" West 324.91 feet to the Easterly line of Autumn Ridge Phase 1 recorded as Entry No. 108734:2007 and as Map File No. 12383 in the Official Records of Utah County; thence North 1°21'47" East 430.17 feet along said Easterly line to the intersection thereof with the Southerly line of Eagle Mountain Eaglepark Subdivision Phase 1 recorded as Entry No. 36958 and as Map File No. 7492 in the Official Records of Utah County; thence North 89°58'07" East 227.17 feet along said Southerly line of Eaglepark Subdivision Phase 1 recorded as Entry No. 36958 and as Map File No. 7492; thence South 72°16'41" East 1.82 feet to a point of curvature; thence Southeasterly along the arc of a 170.00 foot radius curve to the right a distance of 129.53 feet (Central Angle equals 43°39'24" and Long Chord bears South 50°26'59" East 126.42 feet) to a point of tangency; thence South 28°37'16" East 9.71 feet to a point of curvature; thence Southeasterly along the arc of a 250.00 foot radius curve to the left a distance of 109.44 feet (Central Angle equals 25°04'55" and Long Chord bears South 41°09'44" East 108.57 feet) to a point of reverse curvature; thence along the arc of a 10.00 foot radius curve to the right a distance of 13.60 feet (Central Angle equals 77°54'23" and Long Chord bears South 14°45'00" East 12.57 feet); thence South 61°30'52" East 60.16 feet along a non-radial bearing to a point on a curve; thence Southwesterly along the arc of a 2039.87 foot radius curve to the right a distance of 66.76 feet (Center bears North 65°40'06" West, Central Angle equals 1°52'30" and Long Chord bears South 25°16'09" West 66.75 feet); thence South 64°16'02" East 453.36 feet; thence South 71°03'24" East 481.23 feet to and along the Southwesterly line of Lot 9 of said Phase 1 Subdivision; thence along the Southerly, Westerly and Northerly lines of Lots 9, 8, 4 and 3 of said Phase 1 Subdivision the following six courses: South 65°19'22" East 70.35 feet; South 18°56'36" West 292.28 feet; South 73°41'43" East 58.11 feet; South 18°56'36" West 258.00 feet; North 71°03'24" West 39.25 feet; and South 18°56'36" West 105.88 feet to a point on a curve on the Northerly line of Eagle Mountain Boulevard as dedicated to 61.00 foot half-width; thence Northwesterly along the arc of a 9939.00 foot radius curve to the left a distance of 330.69 feet (Center bears North 20°53'13" East, Central Angle equals 1°54'23" and Long Chord bears North 68°09'36" West 330.68 feet) to the Southeasterly corner of Lot 1 of said Phase 1; thence along the Easterly, Northerly and Westerly lines and Southerly extension of said Westerly line of said Lot 1 the following six courses: North 18°56'36" East 231.08 feet to the Northeast corner of said Lot 1; North 71°03'24" West 188.24 feet to the Northwest corner of said Lot 1; South 18°56'36" West 55.22 feet to a point of curvature; Southwesterly along the arc of a 420.50 radius curve to the left a distance of 45.10 feet (Central Angle equals 6°08'42" and Long Chord bears South 15°52'15" West 45.08 feet) to a point of reverse curvature; Southwesterly along the arc of a 379.50 foot radius curve to the right a distance of 76.97 feet (Central Angle equals 11°37'13" and Long Chord bears South 18°36'30" West 76.84 feet) to a point of tangency; and South 24°25'06" West 54.16 feet to the point of beginning.

Contains 721,244 sq. ft.
or 16.557 acres
5 Lots
1 Parcel
and Public Road

Date:

David M. Hamilton
Utah PLS No. 12966234

Owner's Dedication

We, the undersigned Owners of all the real property depicted on this plat described in the Surveyors Certificate on this plat, have caused the land described on this plat to be divided into 5 Lots, 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.

In witness whereof we have hereunto set our hands this_____, day of _____, A.D. 20____.

EM Commercial Development, LLC a Utah limited liability company

by: its Co-Manager: CP EM, LLC, a Utah limited liability Company
by: William Gaskill
its: Manager

by: its Co-Manager: Diamante Vista, LLC, a Utah limited liability Company
by: Tiffany Walden
its: Manager

CJM Limited Liability Limited Partnership

by: Donald Mark Ridley
its: General Partner

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20___, personally appeared before me, the undersigned Notary Public, William Gaskill, who being by me duly sworn did say that he is the Manager of CP EM, LLC a Utah limited liability company which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____

Acceptance by Legislative Body

The City Council of Eagle Mountain City, County of Utah, Approves this Subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this____ day of _____, 20____.

Approved by Mayor

Approved by City Attorney

Approved by City Engineer

Attest by City Recorder (See Seal Below)

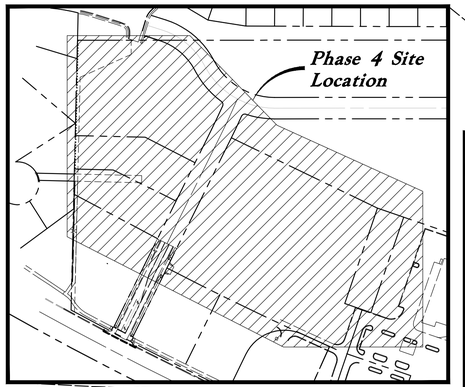
The Marketplace at Eagle Mountain Town Center Phase 4

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12966234 David M. Hamilton STATE OF UTAH			

The Marketplace
at Eagle Mountain Town Center Phase 4

Northwest Corner of Eagle Mountain Blvd & Pony Express
Eagle Mountain, Utah, 84005



Vicinity Map
Not to Scale

Abbreviations

BCR	Begin Curb Return	PP	Power Pole
BOL	Bollard	PT	Point of Tangency
BRW	Finish Grade – Bottom of Retaining Wall	PVC	Polyvinyl Chloride
CATV	Cable Television Box	PVI	Point of Vertical Intersection
CB	Catch Basin	RCP	Reinforced Concrete Pipe
CMP	Corrugated Metal Pipe	RD	Roof Drain
COB	Cleanout Box	SB	Signal Box
COTG	Cleanout to Grade	SD	Storm Drain
EA	Edge of Asphalt	SDMH	Storm Drain Manhole
EB	Electrical Box	SMH	Sewer Manhole
EC	End of Curve	SP	Signal Pole
ECR	End Curb Return	SS	Sanitary Sewer
FF	Finished Floor	SVZ	Sight Visibility Zone
g	Ground	SW	Secondary Water
GB	Grade Break	TA	Top of Asphalt
GM	Gas Meter	TB	Telephone Box
HB	Hose Bib	TBC	Top Back of Curb
HP	High Point	TG	Top of Grate
I	Irrigation Line	TMH	Telephone Manhole
ICB	Irrigation Control Box	TP	Top of Concrete
Lip	Lip of Gutter	TRW	Finish Grade – Top of Retaining Wall
LP	Light Pole	TW	Top of Walk
MH	Manhole	VC	Vertical Curve
Mon	Monument	VPC	Vertical Point of Curve
PC	Point of Curvature	VPT	Vertical Point of Tangency
PCC	Point of Compound Curvature	WL	Waterline
PI	Point of Intersection	WP	Working Point
PM	Power Meter	WV	Water Valve

Legend

Proposed Curb & Gutter	Existing Improvements
Proposed Open Face C & G	Existing Asphalt
Proposed Asphalt	Existing Concrete
Proposed Concrete	Existing Inlet Box
Proposed Truncated Domes	Existing Catch Basin
Proposed Inlet Box	Existing Manhole
Proposed Catch Basin	Existing Fire Hydrant — FH
Proposed Manhole	Existing Water Valve — WV
Proposed Transformer	Existing Overhead Power Line — OHP —
Proposed Meter Box	Existing Water — W —
Proposed Water Meter	Existing Secondary Water — SW —
Proposed Combo Box — CB	Existing Sewer — S —
Proposed Fire Hydrant	Existing Storm Drain — SD —
Proposed Water Valve	Existing Gas — G —
Proposed Water Line — W —	Existing Power — P —
Proposed Sanitary Sewer — S —	Existing Telephone — T —
Proposed Storm Drain	Existing Fence — X —
Proposed Conduit Line — C —	Flowline
Proposed Power Line — P —	Centerline
Proposed Gas Line — G —	Existing Contour — 78 —
Proposed Fire Line — F —	Existing Spot — (78.00TA)
Proposed Secondary Water Line — SW —	Existing Light Pole
Proposed Roof Drain — RD —	Existing Street Light
Proposed Fence — X —	Existing Building
Ridge line — R —	Existing Telephone Box — TB
Grade Break — GB —	Existing Power Meter — PM
Proposed Contour — 78 —	Existing Electrical Box — EB
Direction of Drainage	Existing Electrical Cabinet — ECAB
Proposed Spot • 78.00TA	Existing Gas Meter — GM
ADA Accessible Route	Existing Water Meter — WM
Property Line	Existing Irrig. Control Box — ICB
Sawcut Line	Existing Bollard — BOL
Proposed Light Pole	Existing Hose Bib — HB
Proposed Street Light	Working Point
Proposed Building	Existing Deciduous Tree
Existing Power Pole	Existing Coniferous Tree
Existing Power Pole w/ Guy	
Existing Utility Marker	Detail Number — XX
Existing Post	Sheet Number — XX

Civil Sheet Index

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C3.1 ..... Plan & Profile
C3.2 ..... Raven Drive Striping Plan
C3.3 ..... Grading Details
C3.4 ..... Streetlight Plan
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C5.3 ..... Erosion Control Details
L1.1 ..... Landscape Plan
L2.1 ..... Irrigation Plan
L3.1 ..... Landscape & Irrigation Details

Eagle Mountain City General Notes

SEWER

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

WATER

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

STORM DRAIN

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

ROAD SECTION

- Proof rolls: proof roll required on all sections of road: i.e. sub–grade, sub–base, and curb base and road base. Curb stakes required for sub–grade inspection and string line required for sub–base and road base inspection.
- UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
- Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be ⅜" down from asphalt edge and concrete to be ¼" to 3/8" down from asphalt edge.

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

Basis of Bearings

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Utah County Surveyor Tie Sheet, Published 2 April, 2002 Observed 16 September, 2020

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24–078 CV

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

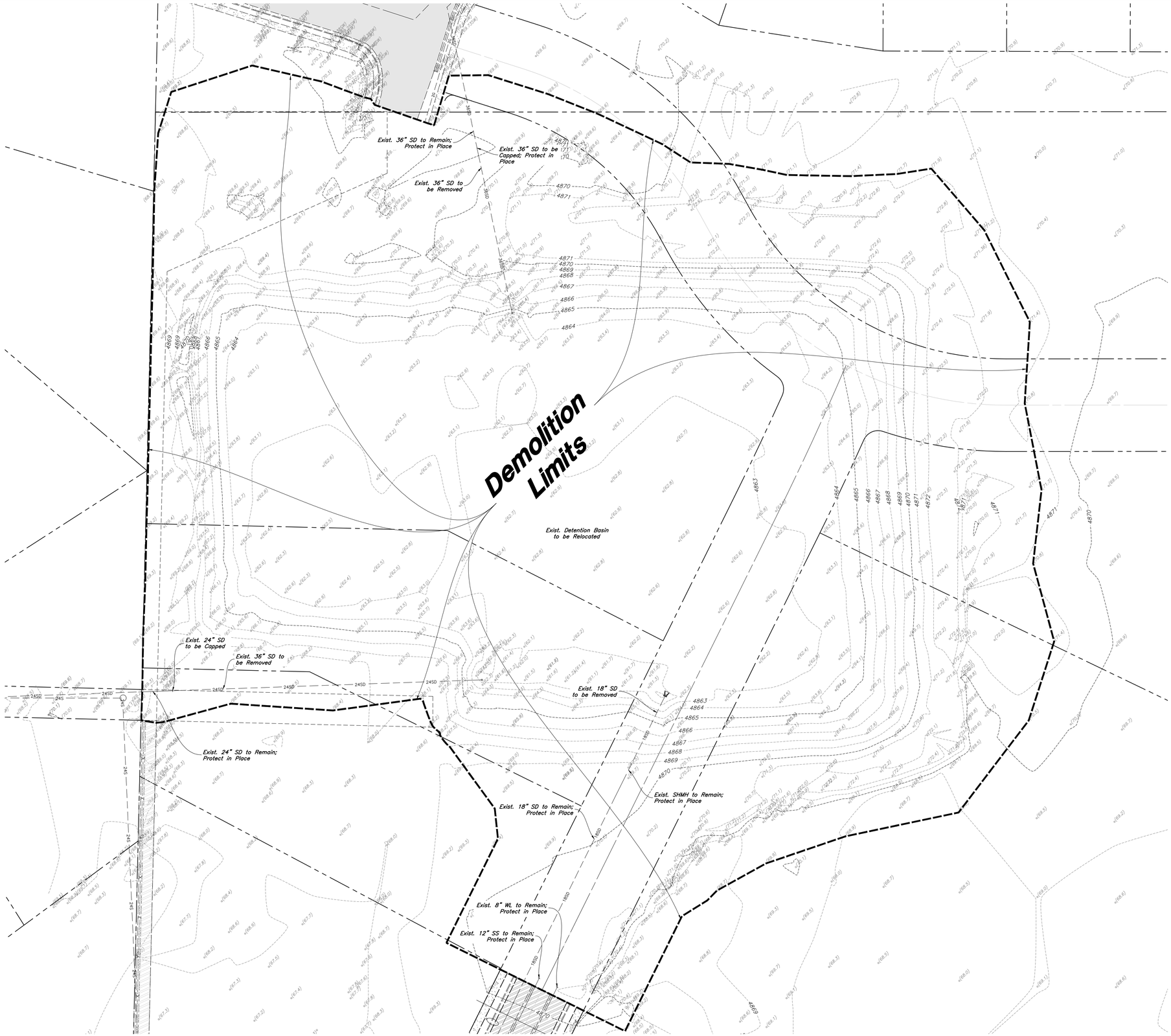
Cover Sheet

The Marketplace at Eagle Mountain Town Center Phase 4
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7878289
SHAUN M. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C0.0



Scale: 1" = 30'

30' 0 30' 60'

General Demolition Notes:

1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
2. Refer to site improvement plans for more details on limits of removal.
3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures within the demolition limits to be cleared from site unless otherwise shown.
4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557. (Test results to be given to owner) Excavated areas should be backfilled per the geotechnical report prepared for the project.
6. Clear and grub trees, shrubs, and vegetation within demolition limits, disposal to be off-site except where noted otherwise.
7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
9. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
13. Install traffic warning devices as needed in accordance with local standards.
14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
15. Demolish existing buildings and clear from site. (Including removal of all footings and foundations.)
16. If ASBESTOS is found in existing structures, the Asbestos must be removed in a legal manner by a contractor licensed to handle asbestos materials. (Not a part of contract)
17. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
18. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
19. Contractor shall shore and protect neighboring properties per OSHA stds. during excavation activities when necessary. All excavation shall remain on and within the bounds of the subject property. Unless specifically noted on the plans and approval from the adjoining neighbor has been obtained prior to any excavation beyond the subject property limits.

CAUTION :

The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 DM

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Demolition Plan

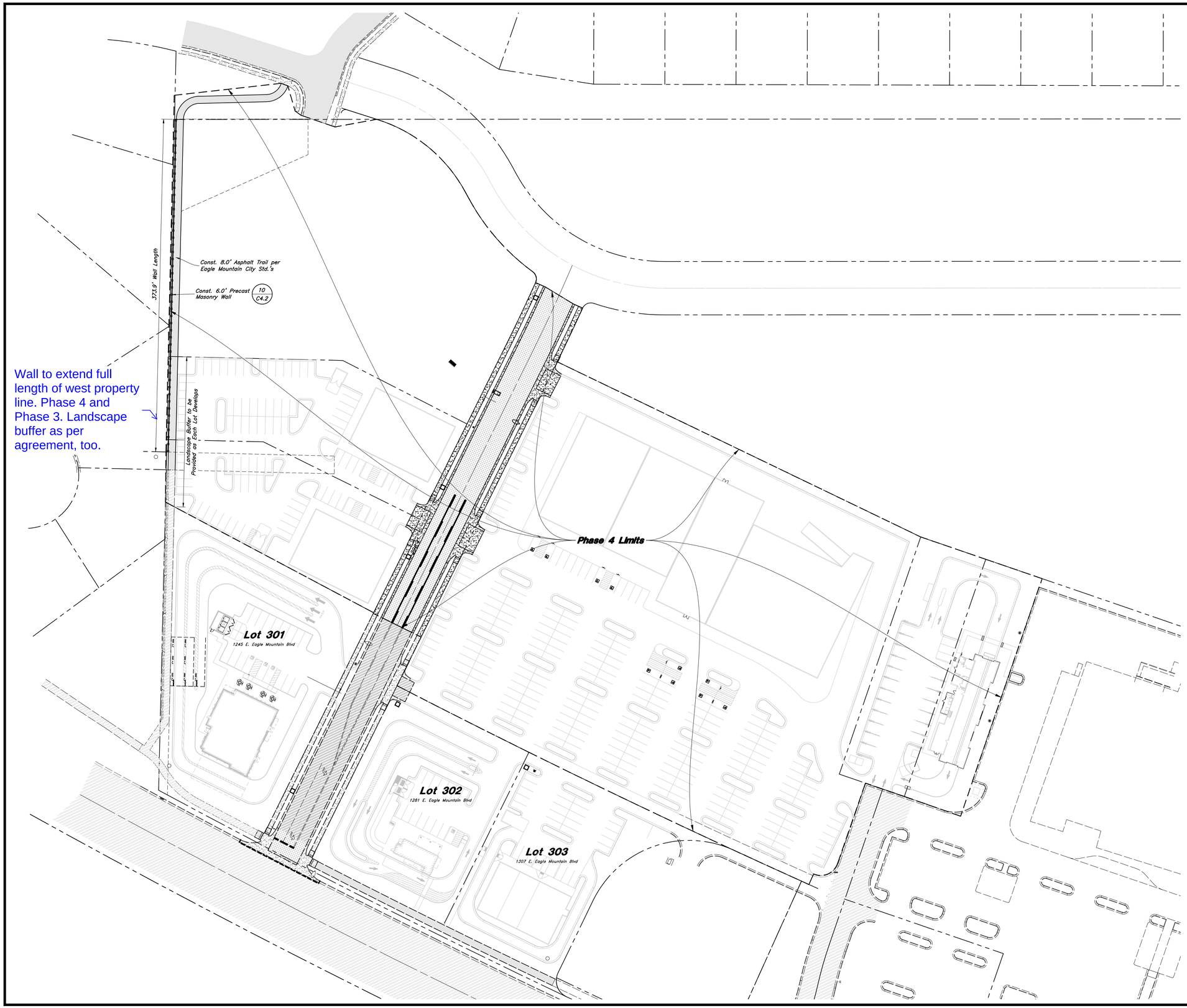
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7879289
SHAUN YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C0.1



General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Overall Site Plan

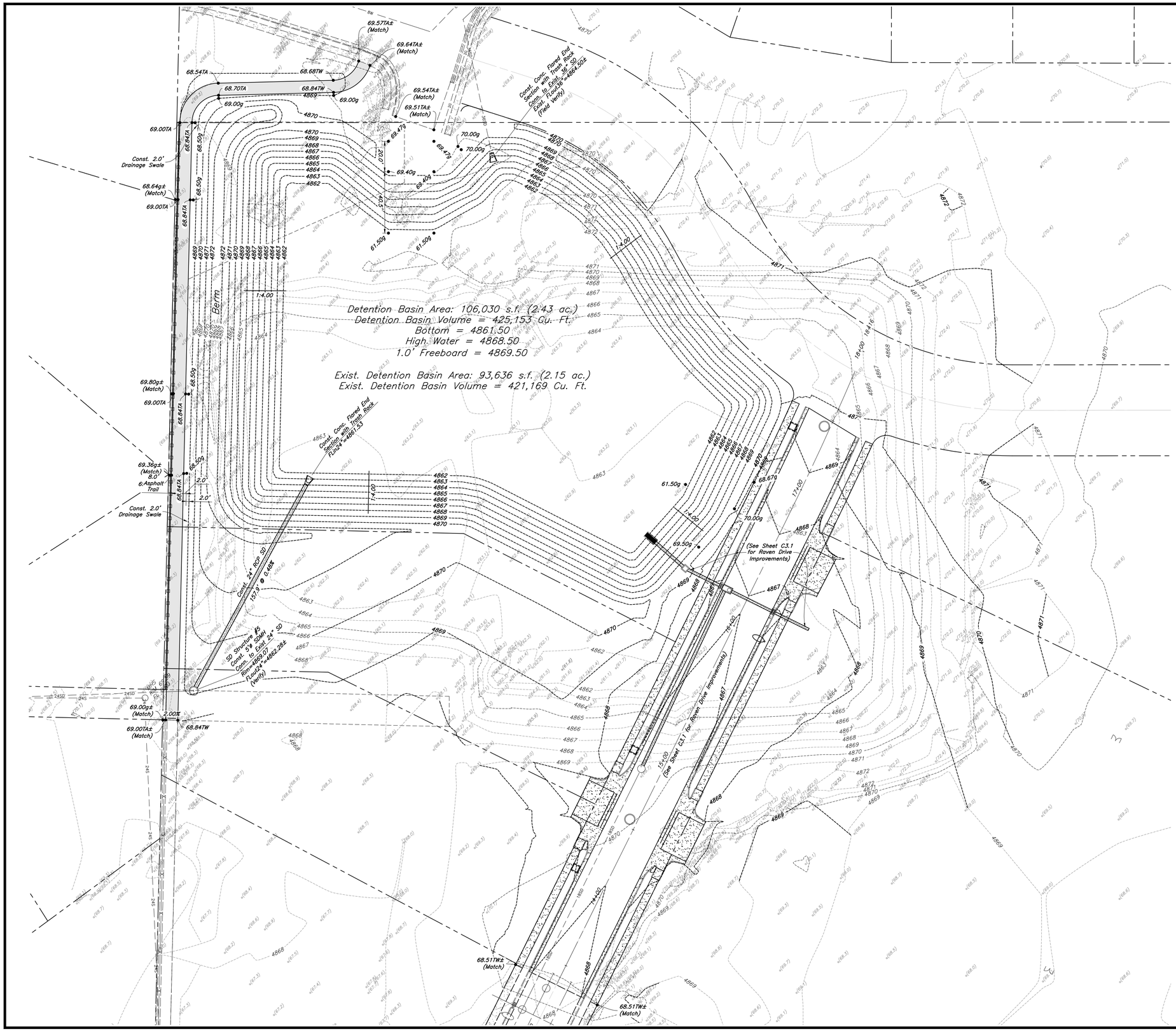
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 187269
SHAUN R. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C1.1



General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.
2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permitee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. The recommendations in the following Geotechnical Engineering Report by GSH are included in the requirements of grading and site Preparation. The Report is titled "Eagle Mountain Shopping Center, NWC of Eagle Mountain Blvd and Pony Express Parkway"

    Project No.: 0259-014-20
    Dated: January 5, 2021
18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Drainage Plan

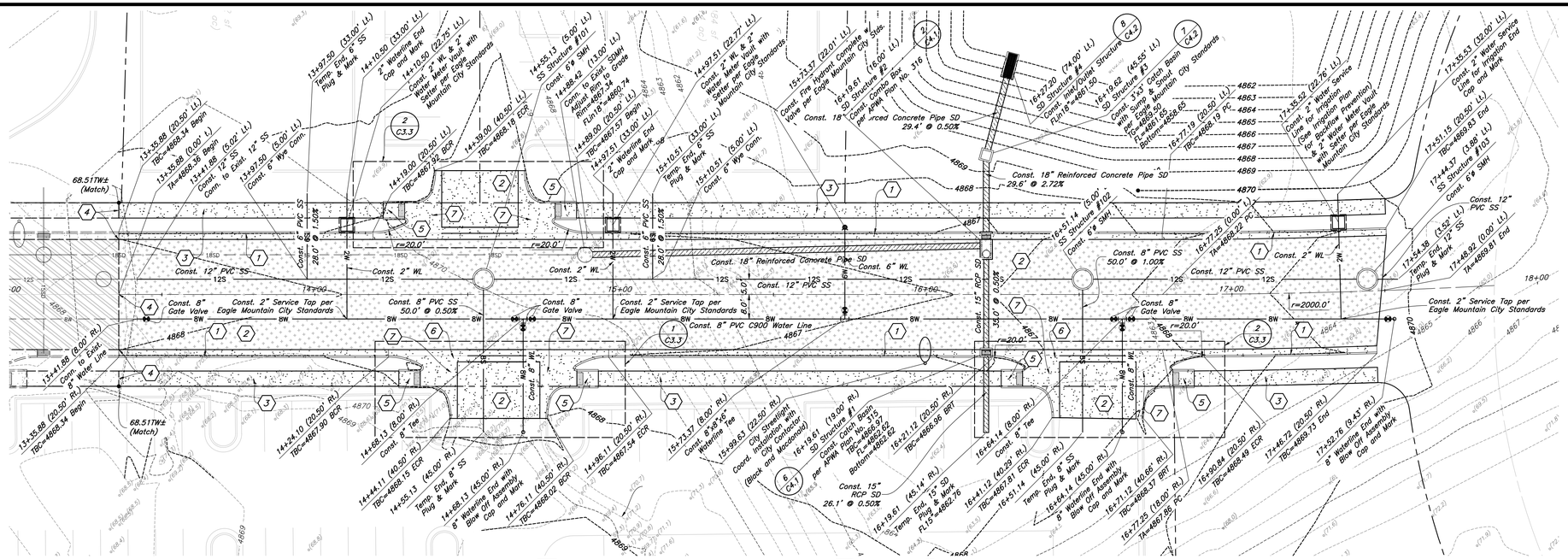
The Marketplace at Eagle Mountain Town Center Phase 4

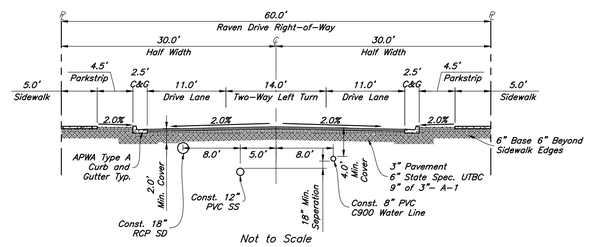
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

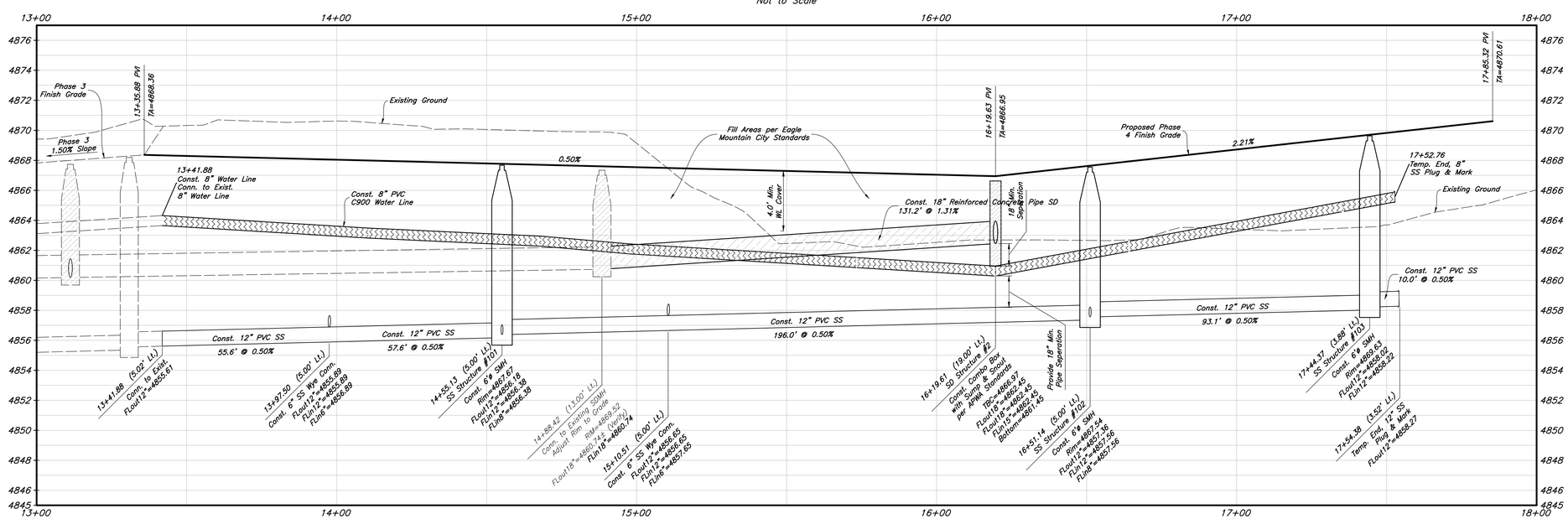
REGISTERED PROFESSIONAL ENGINEER
No. 7870280
SHAUN R. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C2.1







Profile View

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 4'

20' 0 20' 40'

Hatch Legend

- Asphalt Paving
- Existing Asphalt Paving
- Concrete Paving
- Existing Concrete Paving
- Heavy Duty Asphalt Paving

Roadway Construction Notes

1. Const. Type A. 30" Curb & Gutter per APWA Plan No. 205.1 (1 / C4.1)
2. Const. Asphalt Paving per Raven Drive ROW Cross Section on this Sheet
3. Const. Concrete Sidewalk per APWA Plan No. 231 (5 / C4.1)
4. Connect to Existing Phase 3 Improvements and Match Grade Elevation
5. Const. Accessible Ramp with Detectable Warning Surface per Eagle Mountain City Stds.
6. Const. 4.0' Concrete Waterway per APWA Plan No. 211 (3 / C4.1)
7. Const. Waterway Transition Structure per APWA Plan No. 211 (4 / C4.1)

Storm Drain & Sanitary Sewer Note:

All Storm Drainage & Sanitary Sewer Pipe Lengths and Slopes are from Center of Structure to Center of Structure

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name: EM Commercial, LLC
24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Plan & Profile
The Marketplace at Eagle Mountain Town Center Phase 4
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
LIC. NO. 7875283
SHAUN H. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

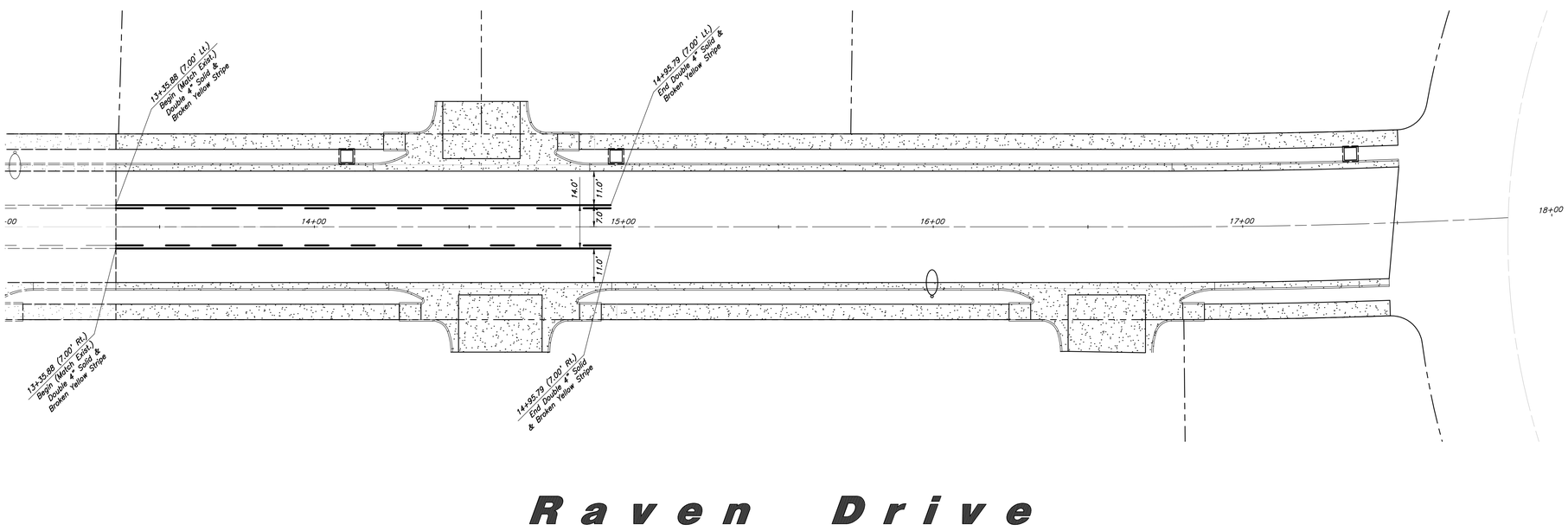
SHEET NO.
C3.1

Scale: 1" = 20'

20' 0 20' 40'

Striping and Signage Notes

1. Const. 8" White Stripe
2. Const. 4" Double Yellow Stripe
3. Const. Double 4" Solid & Broken Yellow Stripe
4. Const. Directional Arrows per MUTCD



Hatch Legend

- Asphalt Paving
- Existing Asphalt Paving
- Concrete Paving
- Heavy Duty Asphalt Paving

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Raven Drive Striping Plan

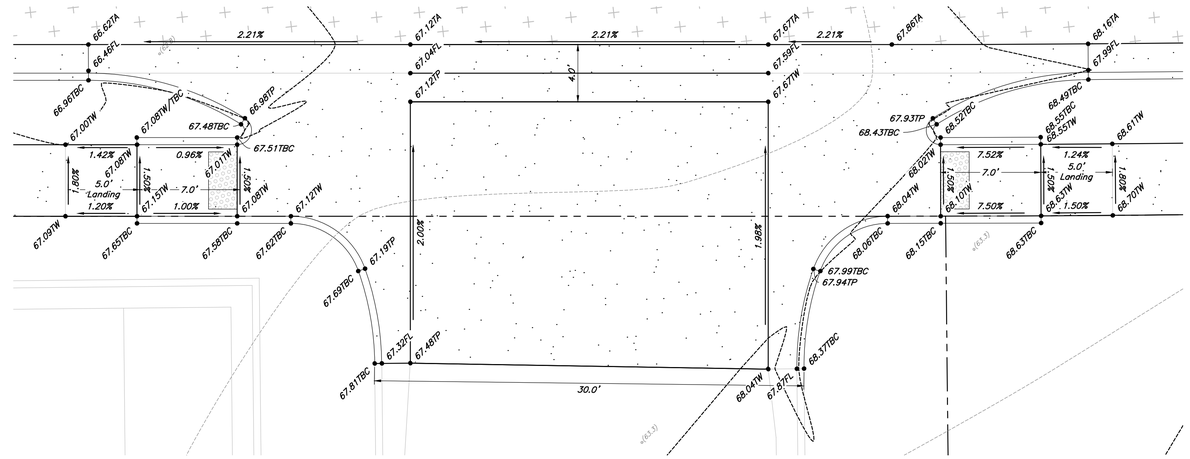
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7878289
SHAUN R. YOUNG
7/1/25
STATE OF UTAH

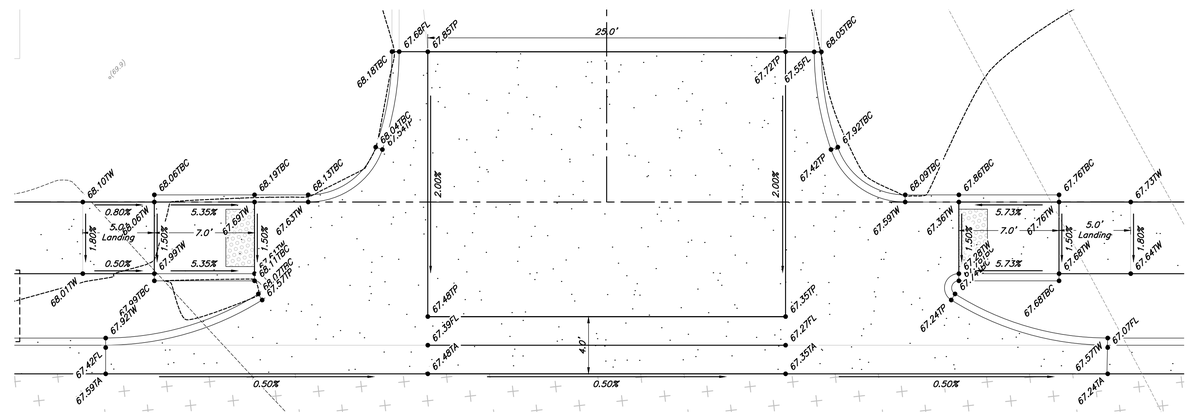
26 Jun, 2025

SHEET NO.
C3.2



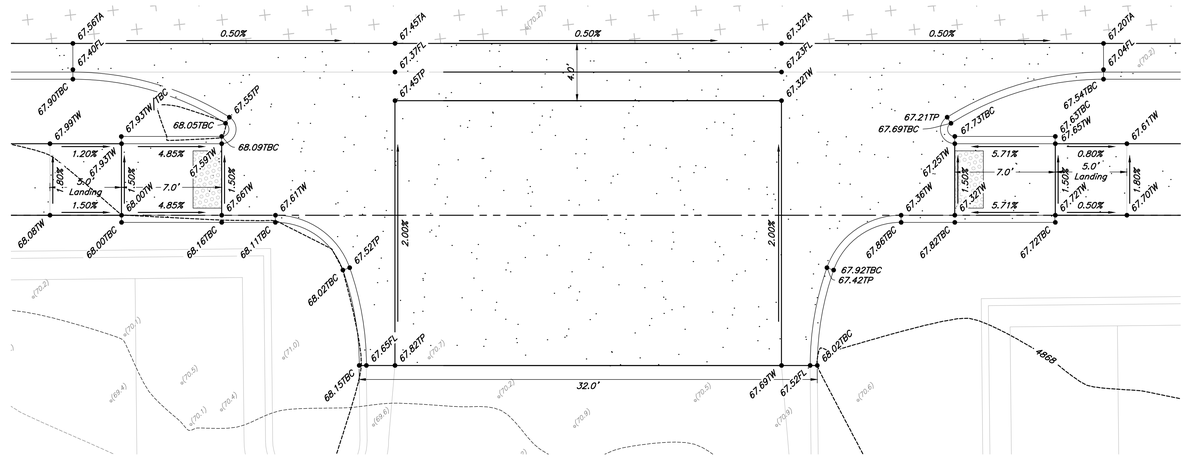
3 Public Curb Ramp Detail

Scale: 1' = 5'



2 Public Curb Ramp Detail

Scale: 1' = 5'



1 Public Curb Ramp Detail

Scale: 1' = 5'

Prior to any construction of any Accessible Improvements, a Pre-Construction meeting shall be held between Contractor and Engineer. Contractor is Responsible to contact Engineer and Schedule Pre-Construction Meeting

Public Curb Ramp Construction Notes

1. All public curb ramps shall be constructed in accordance with governing municipalities standards and specifications.
2. It is the contractors responsibility to obtain governing municipalities standards and specifications.
3. The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHAA.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Grading Details

The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

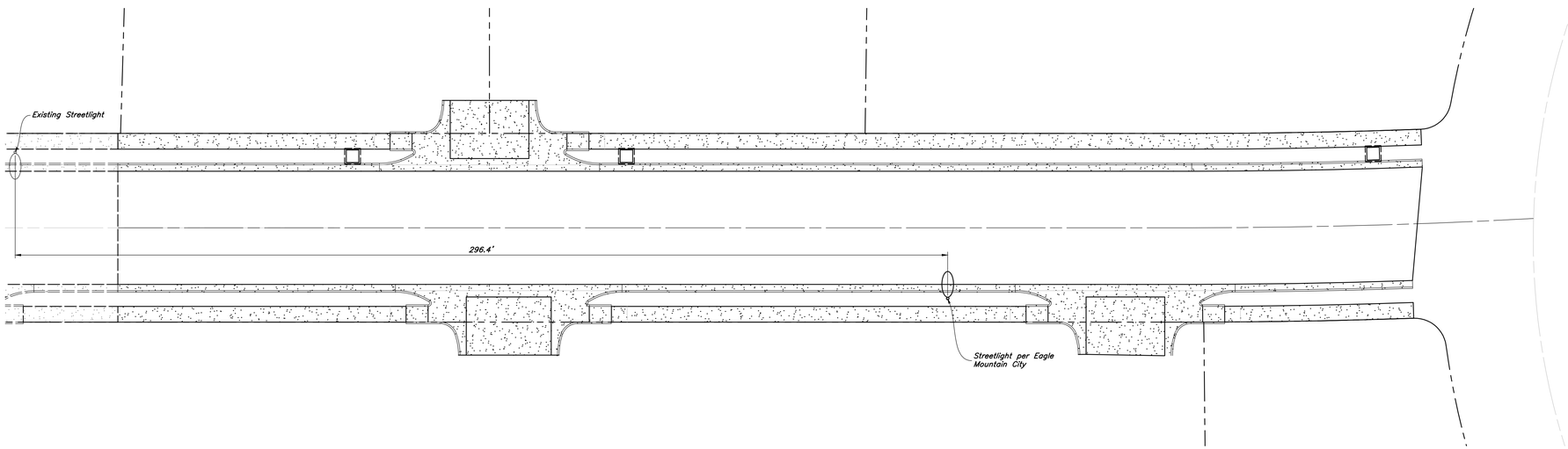
REGISTERED PROFESSIONAL ENGINEER
No. 7879289
SHAUN YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C3.3

Scale: 1" = 20'

20' 0 20' 40'



Raven Drive

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 PP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

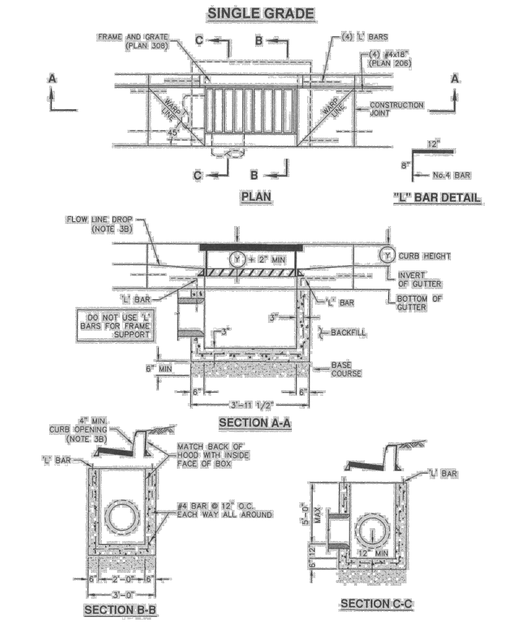
Streetlight Plan Plan

The Marketplace at
Eagle Mountain Town Center Phase 4
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
LIC. 7870283-2202
SHAUN H. YOUNG
7/1/25
STATE OF UTAH

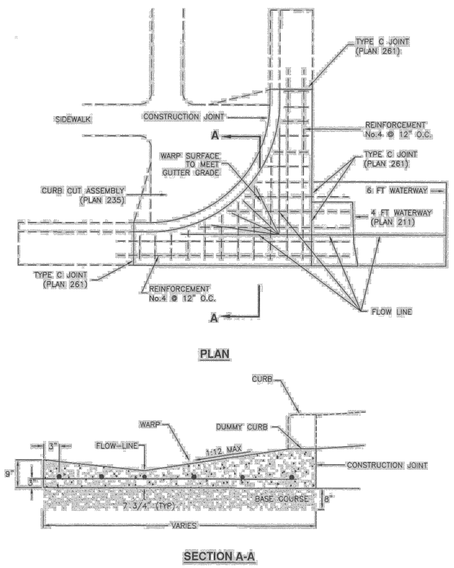
26 Jun, 2025

SHEET NO.
C3.4



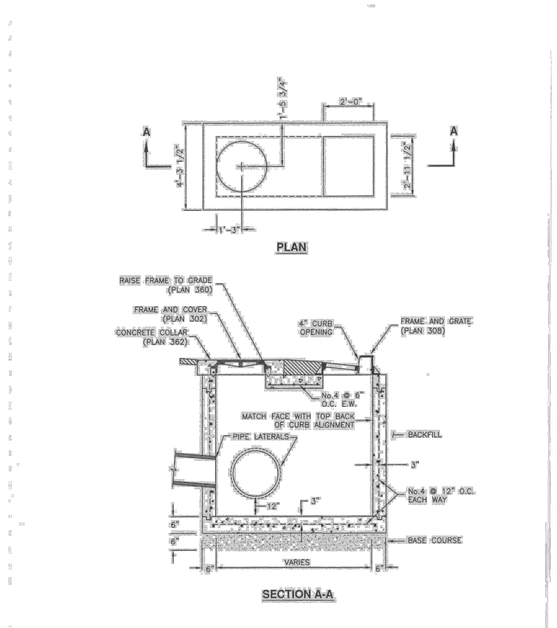
APWA Plan No. 315
Catch Basin

6 Not to Scale



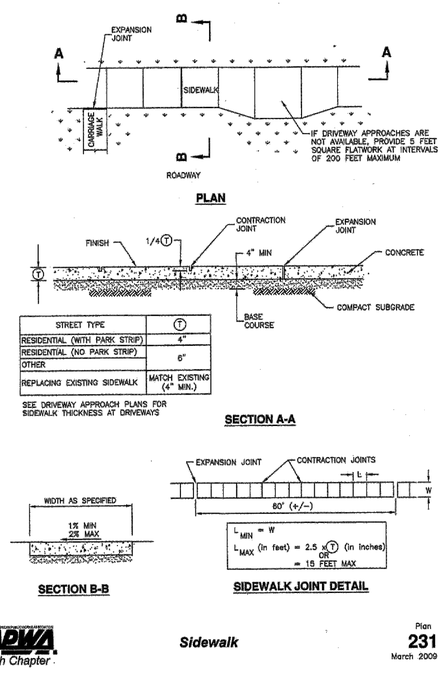
APWA Plan No. 213
Waterway Transition Structure

4 Not to Scale



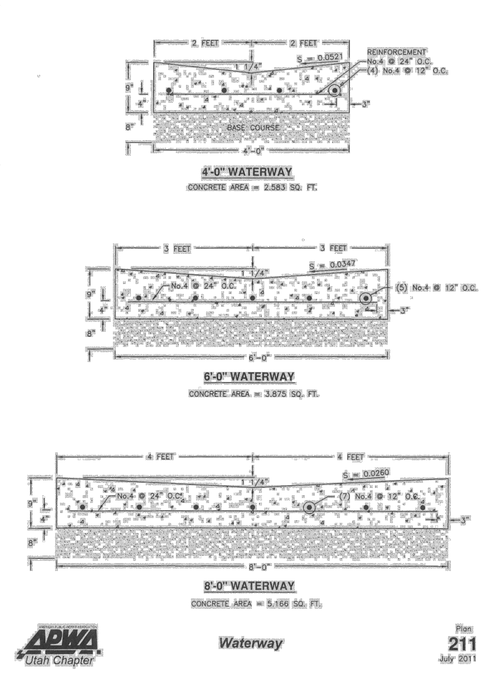
APWA Plan No. 316
Combo Box

2 Not to Scale



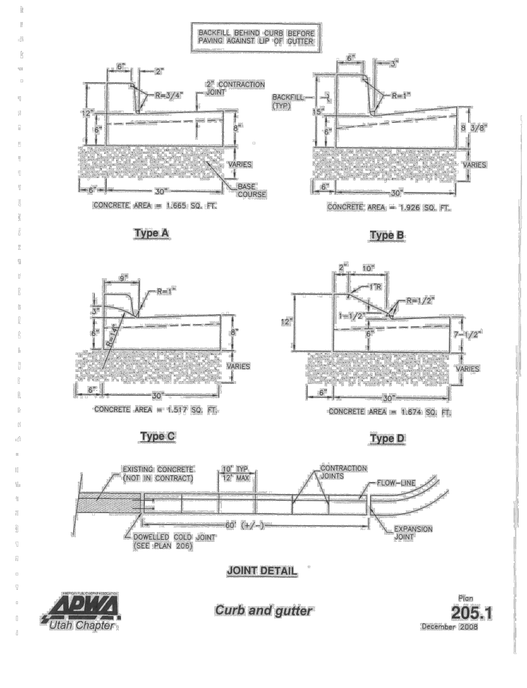
APWA Plan No. 231
Sidewalk

5 Not to Scale



APWA Plan No. 211
Waterway

3 Not to Scale



APWA Plan No. 205.1
Curb & Gutter

1 Not to Scale

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 DT

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Details

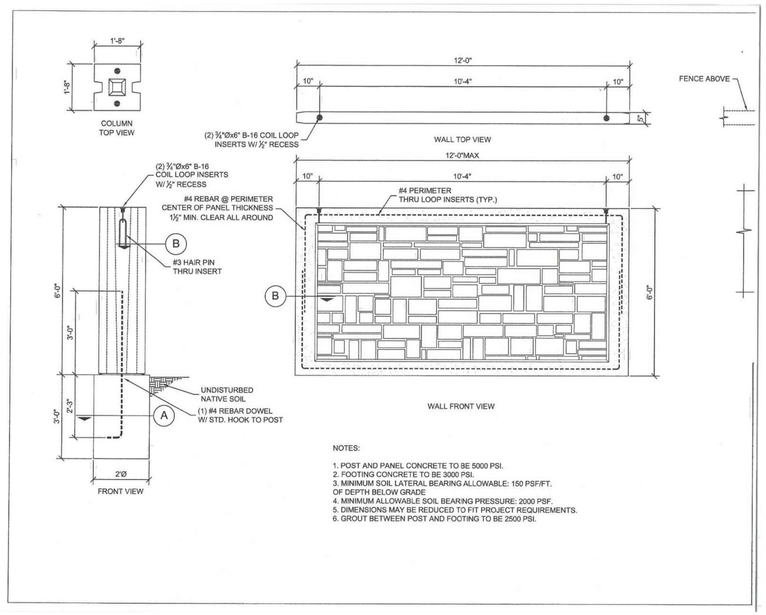
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 187269
SHAUN H. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C4.1

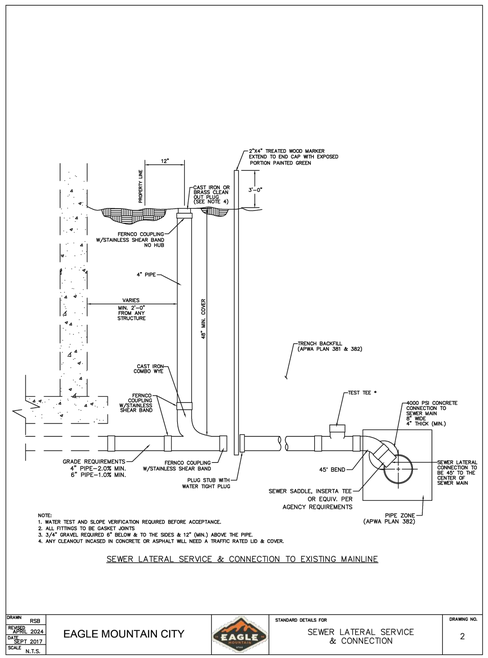


NOTES:

1. POST AND PANEL CONCRETE TO BE 5000 PSI.
2. FOOTING CONCRETE TO BE 3000 PSI.
3. MINIMUM SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT. OF DEPTH BELOW GRADE.
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF.
5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.

10 Precast Masonry Wall Detail

Not to Scale



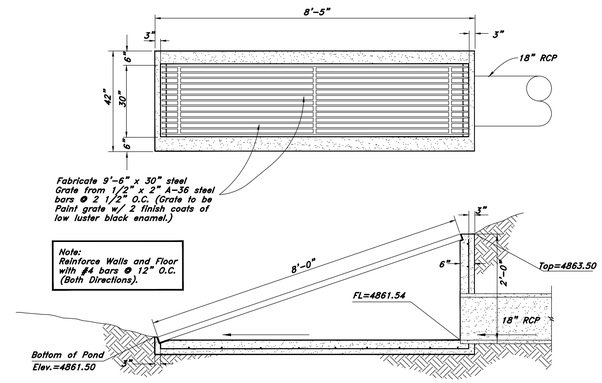
NOTE:
1. WATER TEST AND SLOPE VERIFICATION REQUIRED BEFORE ACCEPTANCE.
2. ALL FITTINGS TO BE GASKET JOINTS
3. 3/4" GRAVEL REQUIRED 6" BELOW & TO THE SIDES & 12" (MIN.) ABOVE THE PIPE.
4. ANY CLEANOUT INCASED IN CONCRETE OR ASPHALT WILL NEED A TRAFFIC RATED LID & COVER.

SEWER LATERAL SERVICE & CONNECTION TO EXISTING MAINLINE

DRAWN: HSB REVISED: 2024 DATE: April 2017 SCALE: N.T.S.	EAGLE MOUNTAIN CITY	EAGLE	STANDARD DETAILS FOR SEWER LATERAL SERVICE & CONNECTION	DRAWING NO. 2

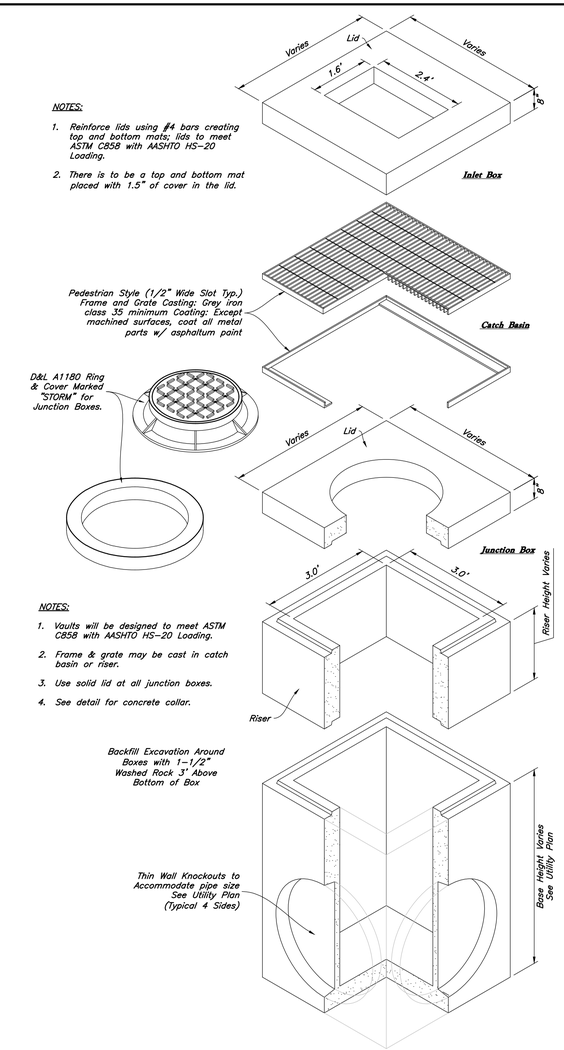
9 Eagle Mountain City Sewer Lateral Service & Connection

Not to Scale



8 Inlet / Outlet Structure

Not to Scale



NOTES:

1. Reinforce lids using #4 bars creating top and bottom mats; lids to meet ASTM C858 with AASHTO HS-20 Loading.
2. There is to be a top and bottom mat placed with 1.5" of cover in the lid.

NOTES:

1. Vaults will be designed to meet ASTM C858 with AASHTO HS-20 Loading.
2. Frame & grate may be cast in catch basin or riser.
3. Use solid lid at all junction boxes.
4. See detail for concrete collar.

7 Precast 3' x 3' Catch Basin Junction Box/inlet

Not to Scale

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name: EM Commercial, LLC

24-078 DT

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Details

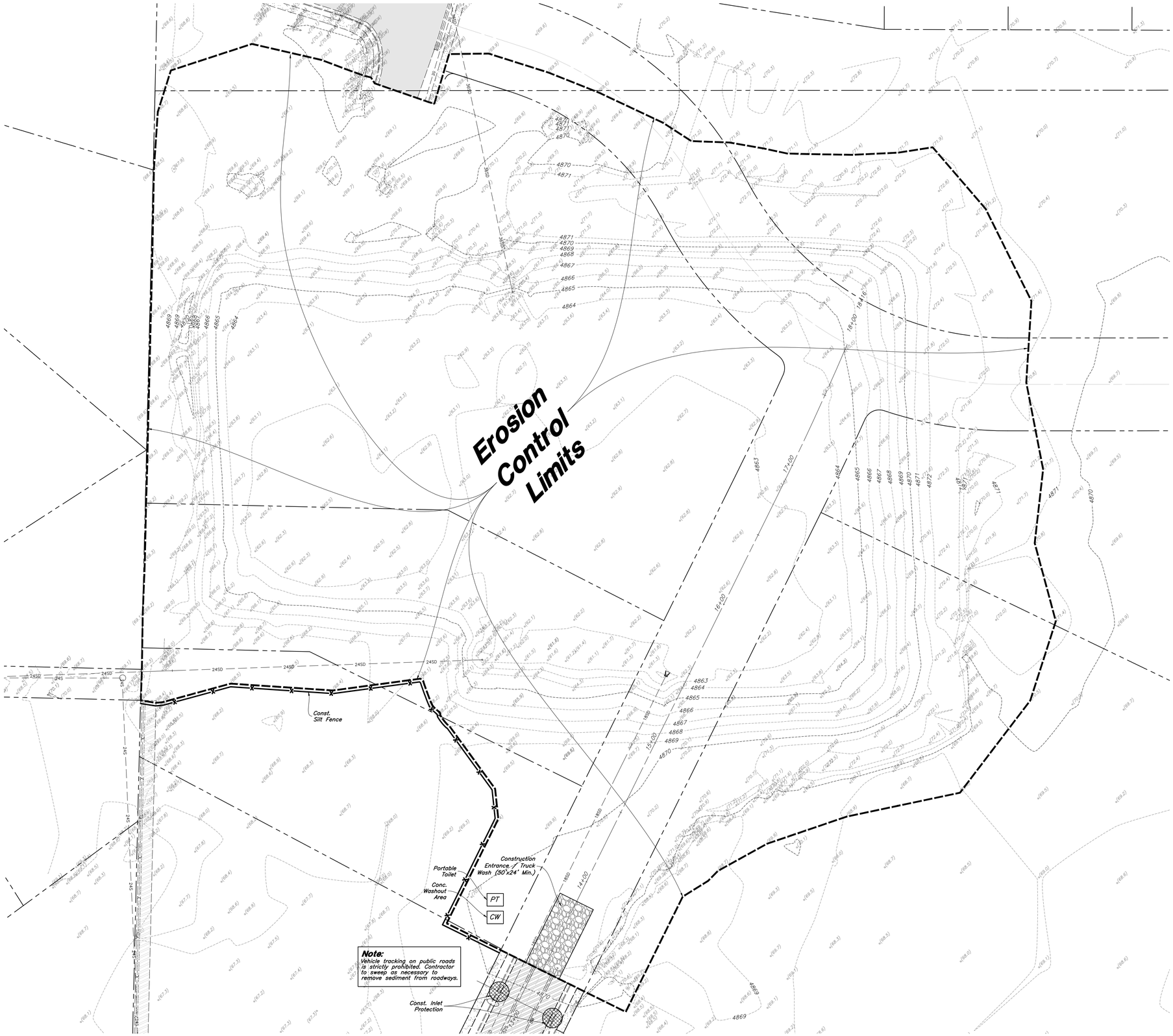
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7878269
SHAUN M. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C4.2



Scale: 1" = 20'

20' 0 20' 40'

Legend

Place Inlet Protection at all Inlet Locations to prevent boxes from silting.	2 C5.3
Silt Fence	3 C5.3
Limit of Disturbance	
Construction Entrance / Truck Wash (50'x24' Min.)	1 C5.3
Concrete Washout Area	CW 4 C5.3
Portable Toilet	PT
Gravel Sock	5 C5.3
Existing Contour	78
Existing Spot	x(78.00TA)
Proposed Contour	78

Erosion Control Notes

1. Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
2. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
3. All Construction equipment will enter thru Designated Construction Entrances.
4. Coordinate Entrance locations with the local jurisdiction.
5. Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
6. Silt Fences shall be Repaired to their Original Conditions if Damaged, Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
8. All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
9. Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
10. Contractor shall use Vehicle Tracking Control at all Locations where Vehicles will Enter or Exit the Site. Control Facilities will be Maintained while Construction is in Progress, Moved when Necessary and Removed when the Site is Paved.
11. Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
12. This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
13. Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
17. Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 EC - Phase 1

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Erosion Control Plan - Phase 1

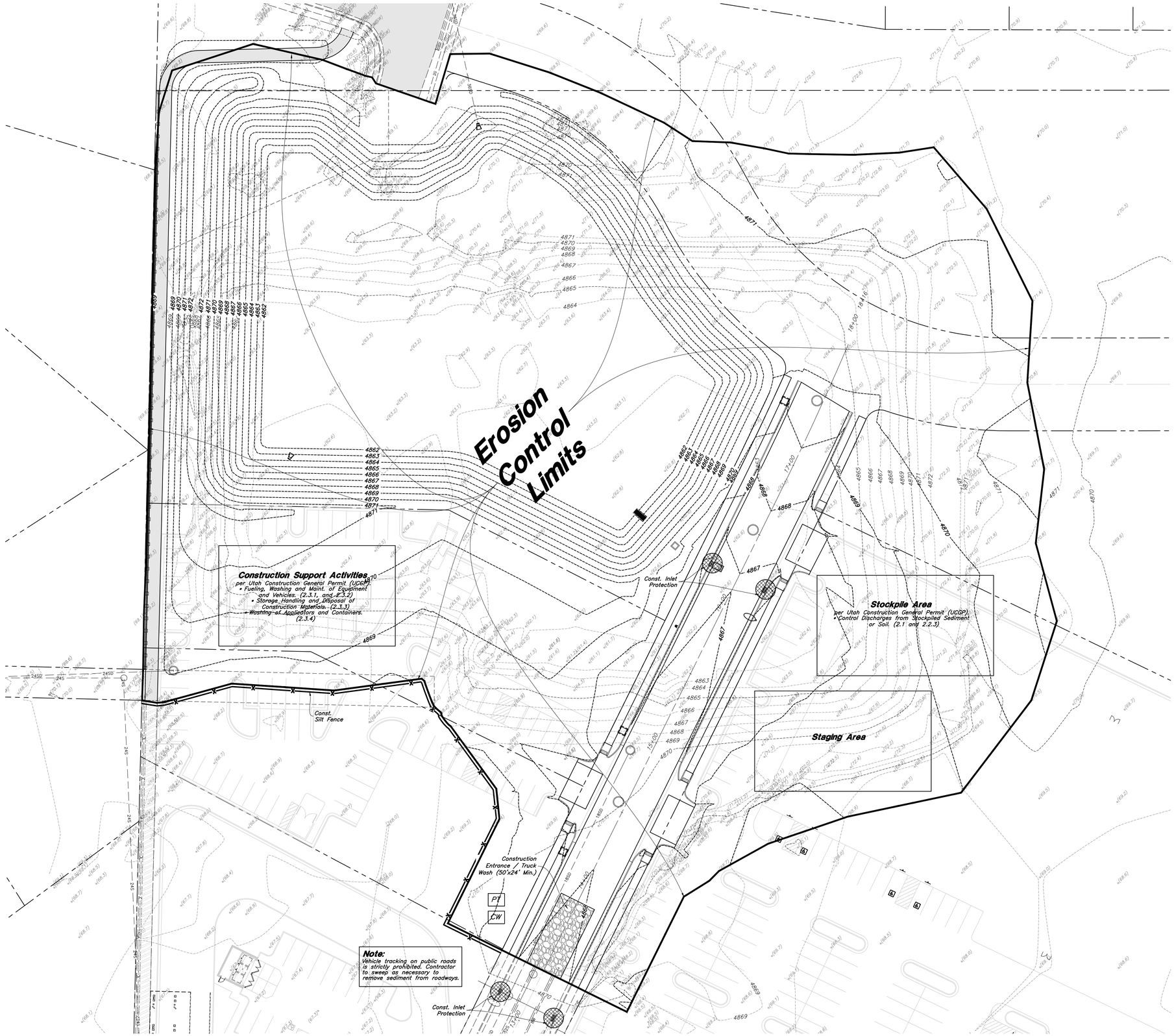
The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7878269
SHAUN M. YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C5.1



Scale: 1" = 20'

20' 0 20' 40'

Legend

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Silt Fence	3 C5.3
Limit of Disturbance	
Construction Entrance / Truck Wash (50'x24' Min.)	1 C5.3
Concrete Washout Area	CW 4 C5.3
Portable Toilet	PT
Gravel Sock	5 C5.3
Existing Contour	78
Existing Spot	x(78.00TA)
Proposed Contour	78

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7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
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14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
17. Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 EC - Phase 2

AWA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Erosion Control Plan - Phase 2

The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

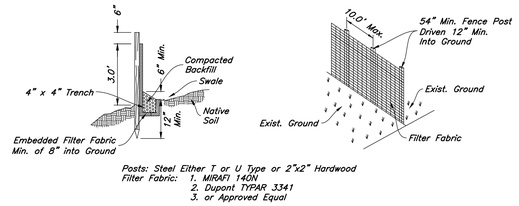
REGISTERED PROFESSIONAL ENGINEER
No. 7878289
SHAUN YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C5.2

6 Not Used

Not to Scale



Posts: Steel Either T or U Type or 2"x2" Hardwood
Filter Fabric: 1. MIRAFI 140N
2. Dupont TYPAR 3341
3. or Approved Equal

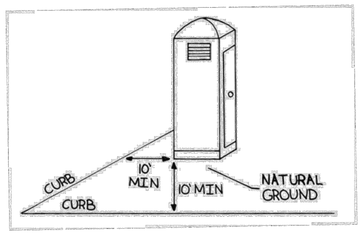
Notes:

1. Filter cloth to be fastened securely to fence posts with wire ties or staples.
2. When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
3. Collected material shall be removed when "bulges" develop in the silt fence.

3 Silt Fence Section

Not to Scale

BMP 1- Portable Toilet on Pervious Surface



APPLICATION

- Provide temporary sanitary facilities when permanent facilities are too far from activities or are unavailable.

INSTALLATION/USE PROCEDURE

- Locate portable toilets away from waters of the state, and at least 10 feet from any storm water conveyance, inlet, curb and gutter, or conduit to a waterway.
- Wherever possible, locate portable toilet upon natural ground and not on impervious surfaces such as asphalt, concrete, or similar
- Prepare a level surface and provide clear access to the toilet(s) for servicing and for on-site personnel
- Wherever possible, locate a portable toilet next to track out pad or provide gravel access pad for maintenance pick up to reduce occurrence of mud track out by service provider.
- Secure portable toilets to prevent tipping e.g. stakes, tie downs, etc.

OPERATOR BMP MODIFICATION OR REPLACEMENT

- The operator is invited to propose an alternative BMP or modify this preferred BMP. The proposed BMP must match or exceed performance requirements as this preferred BMP. Any deviations from this preferred BMP must be reviewed and accepted by the oversight authority.
- Submit BMP modifications or replacements to the oversight authority for review; including but not limited to; Proprietary system literature, modified illustrations, any operation procedures and maintenance adjustments, etc.
- Also see BMP 2- Portable Toilet on Pavement

MAINTENANCE/MANAGEMENT

- Portable toilets should be maintained in good working order by licensed service
- Portable toilets should be inspected daily to detect any leaks
- Damaged toilets must be repaired/replaced immediately
- All waste must be deposited in the sanitary sewer system for treatment with appropriate agency approval
- Implement spill BMP immediately upon spill incident
- If track out from the service provider occurs, debris must be removed as soon as practicable.

PERFORMANCE

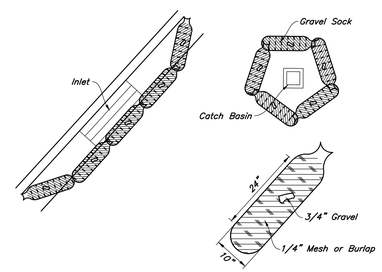
- A portable toilet is expected to contain human waste with zero exposure to storm water.
- A successful portable toilet is clean, effective, and is processed by the appropriate licensed facility.

REFERENCE

- Construction General Storm Water Permit (CGP) 2.3.3(f)
- Common Plat Permit (CPP) 2.4.4

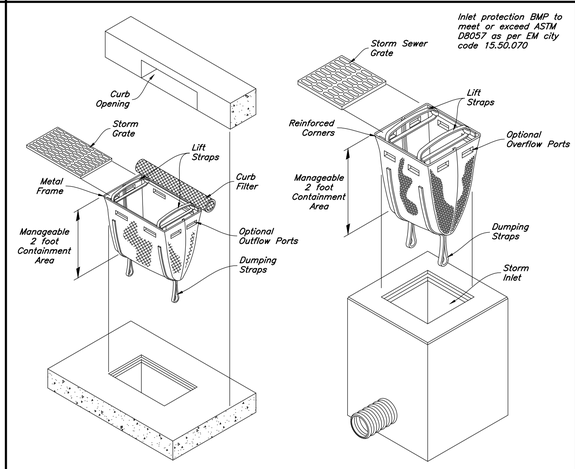
7 Eagle Mountain City BPM 1 - Portable Toilet on Pervious Surface

Not to Scale



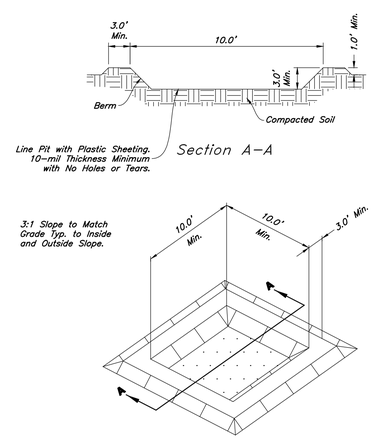
5 Gravel Sock Sediment Barrier

Not to Scale



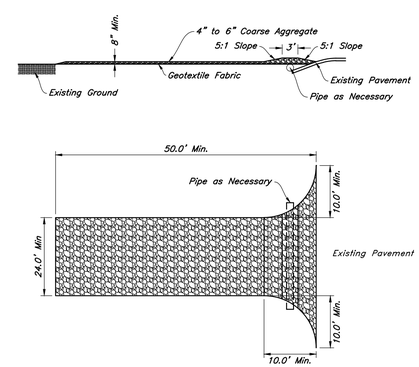
2 Dandy Sack Inlet Protection

Not to Scale



4 Concrete Washout

Not to Scale



1 Stabilized Construction Entrance

Not to Scale

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 EC – Phase 2

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Erosion Control Details

The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7878289
SHAUN YOUNG
7/1/25
STATE OF UTAH

26 Jun, 2025

SHEET NO.
C5.3

Parkstrip Landscaping (Public Improvement) Shall be Installed or Assurance Posted Prior to Plat Recordation as Per State Code.

Scale: 1" = 30'

30' 0 30' 60'

Landscape Data

Seeded Area = 99,916 s.f.

Decorative Stone Area = 800 s.f.

Landscape Notes:

1. All Seeded Area and Trees Shall Receive Irrigation. See Sheet L2.1 for Layout and Sheet L2.2 for Details.
2. All Areas Disturbed by Construction Shall be Landscaped and Not Left Undone.

Landscape Installation Keynotes

1. Install Seed Mix in Detention Pond and Areas Disturbed by Grading – See Material Sch. and Detail for More Info.
2. Maintenance Road – Area Shall not Receive Seed
3. Install Decorative Stone in Parkstrip Over Dewitt Pro5 Weed Barrier – See Material Sch. for More Detail
4. Install Tree in Seeded Area with a 3' Diameter Tree Ring with Wood Mulch to Keep Base of Tree Moist

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
TREES					
	5	Acer glabrum / Rocky Mountain Maple *	2" Caliper	15' (H) x 15' (W)	Low
	5	Celtis reticulata / Netleaf Hackberry *	2" Caliper	25' (H) x 20' (W)	Low

* Tree has been Selected From the Eagle Mountain Tree List

MATERIAL SCHEDULE

	Rangeland Seed Mix – Seed Mix Shall be Installed in Detention Pond and Surrounding Areas Disturbed by Grading Activity; Seed Mix Shall be Installed by the Hydroseeding Method; See Detail for Seeded Area Preparation, Seed Mix and Slurry Mix Composition, and Application Rate	Detail: 1/L1.1
	Decorative Stone – Install Stone over Dewitt Pro5 Weed Barrier at a Four (4) Inch Depth to Cover Weed Barrier; Stone Shall be Used in Parkstrip Along Detention Pond Road Frontage; Stone Shall be Washed Prior to Installation; Stone Shall be 1 1/2" in Diameter, Angular, and Have Earth Tone/Tan Colors From Utah Landscaping Rock (South Towne); Provide a Sample for Approval	Detail: 2/L1.1
None	Decorative Shredded Bark Mulch – Install a Tree Ring Around the Base of Trees in Seeded Area and Extend to Tree Drip Line (3' Diameter); Mulch Shall be Brown in Color, Decorative, and 1–1 1/2 Inch in Diameter From a Local Source; Install at a Four (4) Inch Depth	None

General Landscape Notes:

1. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
2. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
3. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
4. Contractor shall call Blue Stake before excavation for plant material.
5. See civil drawings for all hardscape, grading, and drainage information.
6. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean–up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
7. The contractor shall install all landscape material per plan, notes and details.
8. No grading or soil placement shall be undertaken when soils are wet or frozen.
9. Existing soil shall be used for seeded areas.
10. All specified landscape areas shall receive decorative stone over Dewitt Pro5 weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. All stone shall be washed prior to installation.
11. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
12. Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
13. All new plants shall be balled and burlapped or container grown, unless otherwise noted on plant schedule.

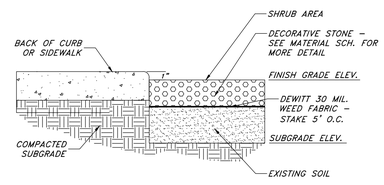
Rangeland Seed Mix

Scientific Name	Common Name	Bulk Pounds per Acre
Agropyron fragile	Siberian Wheatgrass	2.00
Agropyron cristatum	Crested Wheatgrass	2.00
Hesperotipa comata	Needle & Tread Grass	0.50
Pseudoroegneria spicata	Bluebunch Wheatgrass	4.00
Triricum aestivum	Sterile Triticale	3.00
Medicago sativa falcata	Falcata Alfalfa	4.00
Medicago sativa	Ladak Alfalfa	4.00
Linum perenne	Blue Flax	3.00
Sanguisorba minor	Burnete Salad	1.00
Achillea millefolium	Western Yarrow	1.00
Helianthus annuus	Annual Sunflower	0.50
Total		25.00

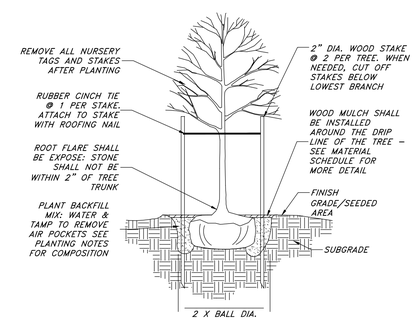
Seeding Notes:

1. Temporary Irrigation Shall be Installed in the Seeded Areas to Assist in the Seeding to be Successful. See Irrigation Plan L2.1 for Layout.
2. Existing Soil Shall be Used in Areas to be Seeded. Construction Debris, Trash, Weeds, and Large Rocks Shall be Removed.
3. Soil Shall be Scarified and Broken up in Preparation for Seeding. Tracking Shall be Used on Hillsides by a Trackhoe Perpendicular to Slopes to Provide a Slight Indentation for Seed to Rest on Hillside.
4. It is Recommended that Seeding Shall be Done in October or November as Weather Permits to Take Advantage of Seasonal Precipitation and Cooler Temperatures. Seeding that Takes Place During the Spring or Summer that Doesn't Take Shall be Reseeded at the Specified Seed Rate.
5. Seed Shall be Installed Using the Hydroseeding Method. In Areas That Are Difficult to Hydroseed, Broadcast Seeding Shall be Used. Broadcast Seeding Areas Shall be Raked in to Provide Good Seed to Soil Contact. See Table on this Plan for Seed Composition and Application Rate. Apply 2,500 lbs./acre of Hydromulch and 100 lbs./acre of Tackifier. Incorporate a Starter Fertilizer in Hydroseed Mix per Recommendations of the Seeding Company.
6. Seed Mix Shall be Obtained from a Local Source. If Some of the Seed Types are not Available, Substitutions May be Provided. The Seed Mix Shall be Composed at a Minimum of 4 Species of Grass Listed in the Seed Mix Table and 5 Species of Forbs, which one has to be Alfalfa falcata.

1 **DETENTION POND SEED MIX**
NOT TO SCALE



2 **LANDSCAPE AREA WITH DECORATIVE STONE**
NOT TO SCALE



NOTE:
1. TREES IN BALL AND BURLAP SHALL HAVE THE STRINGS, BURLAP, CAGES, AND PLASTIC CUT AND REMOVED FROM THE ROOT BALL.
2. TREE STAKES AND TIES SHALL BE REMOVED AFTER ONE GROWING SEASON. IF TREES ARE NOT ESTABLISHED, LEAVE STAKES AND TIES FOR ANOTHER GROWING SEASON.

3 **DECIDUOUS TREE PLANTING**
NOT TO SCALE

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REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC
24–078 LS

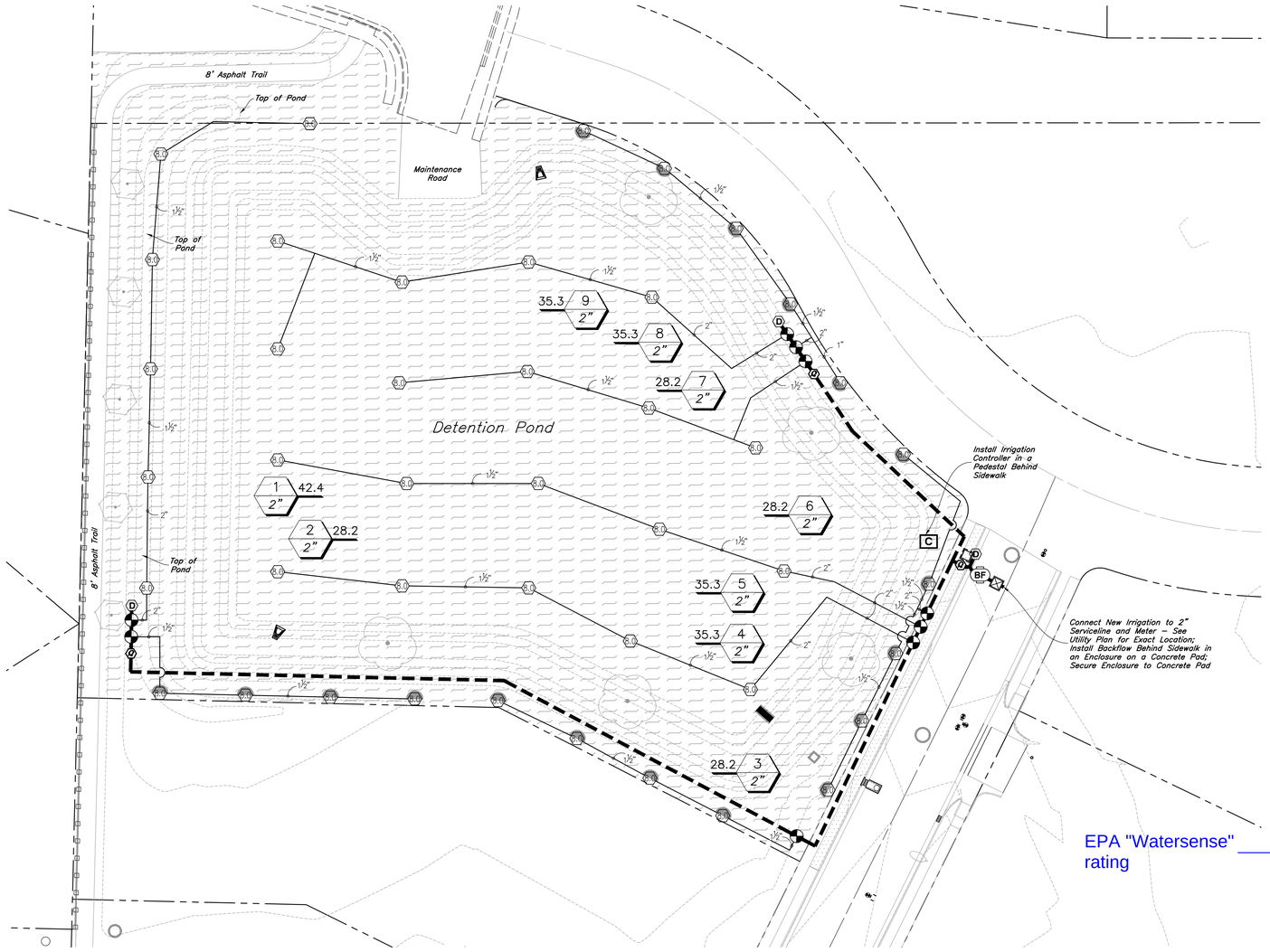
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Landscape Plan
The Marketplace at Eagle Mountain Town Center Phase 4
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Manscill
No. 7740426-5301
Licensed Landscape Architect
06/26/2025

26 Jun, 2025

SHEET NO.
L1.1



Scale: 1" = 30'

30' 0 30' 60'

Irrigation Notes:

1. See Sheet L1.1 for Layout of Seeding for Detention Pond and Details.
2. See Sheet L3.1 for Irrigation Details.
3. The Irrigation System Requires a Minimum of 63 psi to Function. The City Reports a Water Pressure of 80 psi in the Area.

Main Service Line & Other Irrigation Components Are Shown In Paved Or Hardscape Surfaced For Clarity Purposes ONLY! Install All Irrigation Components within Landscaped Areas.

Irrigation Schedule

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird 200-PEB	Remote Control Valve	2 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	2/L3.1
Q	Rain Bird 44RC	Quick Coupler Valve With a Swing Joint Assembly	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
D	Matco-Norca 759	Manual Drain Valve	1/2" Inch Size; Install at End of Mainline and After Filter in a 10" Round Valve Box with 6" Depth Sump of Gravel Over Weed Barrier	6/L3.1
Rotors				
	Rain Bird 5012-PC	12" Pop-Up Rotor with Adjustable to Full Circle with Rain Curtain Nozzles	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverage for Head to Head Coverage; Zones Have Been Laid Out to Provide Matched Precipitation Rate; Full Nozzles and Half Nozzles Shall be on Separate Valves as Shown on Plan for Matched Precipitation Rate	5/L3.1
P.O.C. Components				
	Mueller Oriseal Mark II	Stop & Waste Valve	2 Inch Size; Installed in 10" Round Valve Box with 3" Depth Gravel Over Weed Barrier	1/L3.1
BF	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	2 Inch Size; Backflow Preventer Shall be Properly Installed and Tested to Meet all State and Local Health and Safety Laws and Ordinances; Install in GuardShack Enclosure (#GS-2) on Poured Concrete Pad with Frost Guard (FG-2) and 2 Locks (GS-AWPKA); Enclosure Color Shall be Green	4/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	2 Inch Size; Controller Wire Shall be Tucked Under Mainline; Sch 80 Fittings Shall be Used for Mainline Connections	6/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe; Sch 40 Fittings Shall be Used for Lateral Line Connections	6/L3.1
Controller				
C	Rain Bird ESPLXME2 Rain Bird IQ-PSCM-LXM Rain Bird LXMMSS & LXMMSSPED	12 Station Base Controller with Pro Smart IQ Connection Module Installed in a Pedestal Stainless Steel Cabinet and Pedestal	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor; Zone Map with Controller; Coordinate with AFCU Purchasing and Installing WIFI Module	9/L3.1
Sleeving				
	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals and Controller Wire Located Under Concrete and Asphalt Paving at Specified Depths	Contractor Shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving Shall be by the Landscape Contractor Unless Otherwise Noted.	3/L3.1

Valve Callout: # Valve Number; # Valve Flow; # Valve Size

General Irrigation Notes:

1. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
2. The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
3. The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
4. See civil drawings for all hardscape, grading, and drainage information.
5. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
6. The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
7. The contractor shall install all irrigation material per plan, notes and details.
8. Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
9. Irrigation installer shall repair or replace irrigation components and accessories that fail in materials and workmanship within specified warranty period. The warranty shall be 12 months and shall begin with final project acceptance.
10. Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
11. Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings. one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
12. Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
13. Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
14. Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
15. Control valve wire shall be #14 single conductor; white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wires that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
16. Control valve size, type, quantity, and location to be approved by landscape architect. Install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes shall be Carson Brooks.
17. Quick couplers shall be a Rain Bird 44RC with a (one) 1 inch swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
18. Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
19. All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-two (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
20. Plans are diagrammatic and approximate due to scale. where possible, all piping is to be installed within lanscape areas. No tees, ells, or changes in direction shall occur under hardscape.
21. It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
22. The irrigation contractor shall flush and adjust all rotor heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
23. All rotors heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6-8" from buildings walls, or within 4" of pavement, curbs, or header edges.
24. Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
25. The irrigation system design is based on the operating pressure shown on the irrigation drawings. The irrigation contractor shall verify water pressure prior to any construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the point of connection to the owner's authorized representative immediately.
26. Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
27. All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
28. Upon completion and approval of irrigation system, irrigation contractor to provide the owner with one set of drawings indicating actual location of piping, valves, rotor heads, wiring, and zones.
29. An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.

VALVE SCHEDULE

VALVE #	Remote Control Valve	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI @ VALVE	PSI @ POC	PRECIP. RATE
1	Rain Bird PEB	2"	Turf Rotor	42.36	44.0	62.9	0.4 in/h
2	Rain Bird PEB	2"	Turf Rotor	28.24	42.2	57.5	0.85 in/h
3	Rain Bird PEB	2"	Turf Rotor	28.24	42.2	55.1	0.87 in/h
4	Rain Bird PEB	2"	Turf Rotor	35.3	44.3	56.3	0.4 in/h
5	Rain Bird PEB	2"	Turf Rotor	35.3	44.1	56.0	0.4 in/h
6	Rain Bird PEB	2"	Turf Rotor	28.24	41.0	53.0	1.11 in/h
7	Rain Bird PEB	2"	Turf Rotor	28.24	42.9	55.5	0.4 in/h
8	Rain Bird PEB	2"	Turf Rotor	35.3	41.8	54.8	0.79 in/h
9	Rain Bird PEB	2"	Turf Rotor	35.3	43.9	56.9	0.4 in/h

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name: EM Commercial, LLC
24-078 IR

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Irrigation Plan
The Marketplace at Eagle Mountain Town Center Phase 4
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Manscill
No. 7704948-5301
Licensed Landscape Architect
06/26/2025

26 Jun, 2025

SHEET NO.
L2.1

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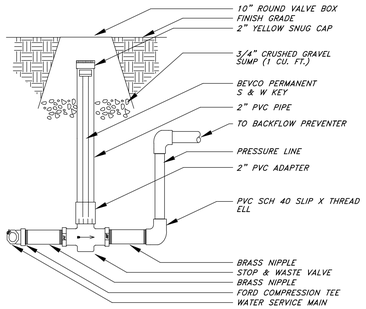
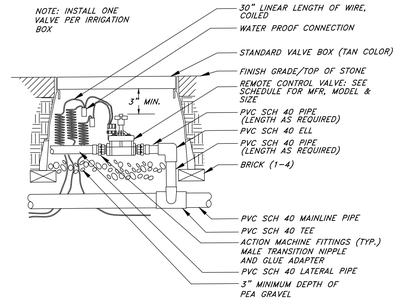


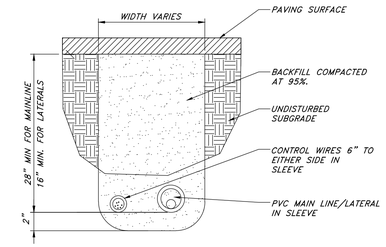
1 STOP & WASTE VALVE

NOT TO SCALE



2 REMOTE CONTROL VALVE

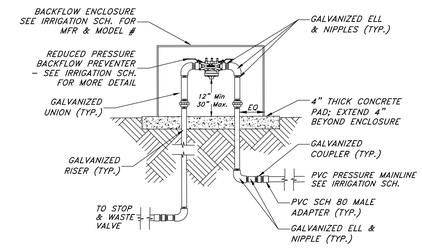
NOT TO SCALE



NOTE:
1. ALL IRRIGATION SLEEVES TO BE SCH. 40 PVC PIPE.
2. ALL SLEEVES SHALL BE TWICE THE NOMINAL SIZE OF THE PIPE WITHIN.
3. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
4. SLEEVE TO BE RUN UNDER PAVEMENT AND EXTEND A MIN. OF 18" PAST EDGE OF PAVEMENT. END OF SLEEVE TO BE CAPPED AND MARKED.

3 PIPE SLEEVING

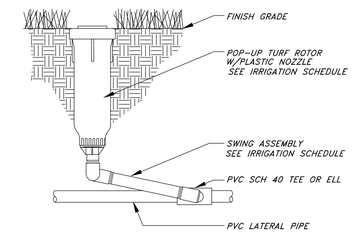
NOT TO SCALE



NOTE:
1. DIAMETER OF FITTINGS, NIPPLES AND RISERS SHALL BE EQUAL DIAMETER OF SPECIFIED BACK-FLOW PREVENTER UNLESS NOTED OTHERWISE.
2. ENCLOSURE SHALL BE BOLTED DOWN ON EACH CORNER.

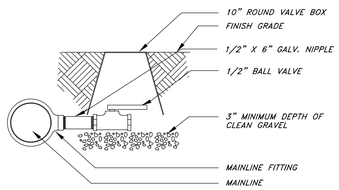
4 BACKFLOW PREVENTION DEVICE

NOT TO SCALE



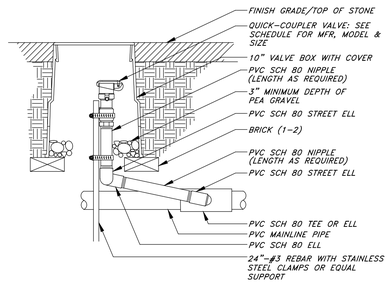
5 POP-UP ROTOR

NOT TO SCALE



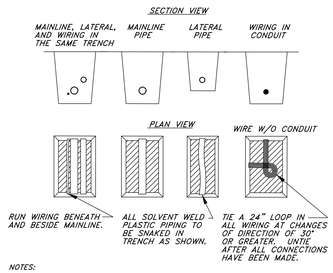
6 MANUAL DRAIN VALVE

NOT TO SCALE



7 QUICK COUPLING VALVE

NOT TO SCALE

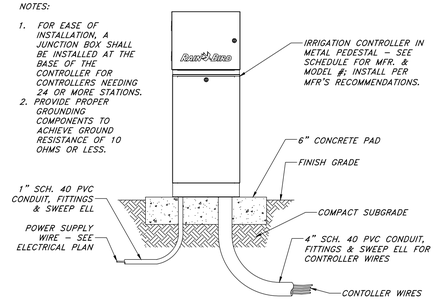


NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH. 40 PVC PIPE TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS SEE IRRIGATION NOTES.

8 PIPE & WIRE TRENCHING

NOT TO SCALE

NOTES:
1. FOR EASE OF INSTALLATION, A JUNCTION BOX SHALL BE INSTALLED AT THE BASE OF THE CONTROLLER FOR CONTROLLERS NEEDING 24 OR MORE STATIONS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.



9 IRRIGATION CONTROLLER IN PEDESTAL

NOT TO SCALE

REV	DATE	DESCRIPTION

Designed by: SY
Drafted by: JW
Client Name:
EM Commercial, LLC

24-078 IR

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Landscape & Irrigation Details

The Marketplace at Eagle Mountain Town Center Phase 4

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Manscill
No. 7246293-5301
Licensed Landscape Architect
06/26/2025

26 Jun, 2025

SHEET NO.
L3.1

Know what's below.
Call before you dig.

W:\24-078 Marketplace at Eagle Mountain - Phase 4\dwgs\24-078 IR.dwg, 6/26/2025 12:11:09 PM, 1:1

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An ordinance of Eagle Mountain City, Utah amending Eagle Mountain Municipal Code Section 2.20.020, Compensation Schedule of Statutory Officers.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	Possible salary increases based on salary survey.
APPLICANT:	Required by Utah Code

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt an ordinance of Eagle Mountain City, Utah amending Eagle Mountain Municipal Code Section 2.20.020, Compensation Schedule of Statutory Officers.

BACKGROUND:
Utah Code Section 10-3-818 requires cities to adopt an ordinance establishing the compensation of certain statutory officers. This updates the compensation schedules to reflect the numbers in the most recent salary study.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Ordinance
2. Exhibit A

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 2.20 COMPENSATION SCHEDULE OF STATUTORY OFFICERS

PREAMBLE

WHEREAS, Utah Code Annotated §10-3-818 requires that the governing body of each municipality fix by ordinance the compensation of statutory officers and review it annually; and

WHEREAS, Chapter 2.20 of the Eagle Mountain Municipal Code establishes the compensation schedule for statutory officers in accordance with state law; and

WHEREAS, the City has reviewed current compensation levels using updated salary survey data to ensure fair and competitive pay for statutory positions; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH:

1. **Amendment**. Chapter 2.20 of the Eagle Mountain Municipal Code is hereby amended to reflect the updated compensation schedule attached hereto as Exhibit A.

2. **Findings**. The City Council finds that all required notices, public hearings, and statutory procedures have been satisfied in accordance with Utah law.

3. **Severability**. If any provision of this ordinance is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. **Effective Date**. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 15th day of July, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____by_____.

Exhibit A

Chapter 2.20

COMPENSATION SCHEDULE OF STATUTORY OFFICERS

Sections:

2.20.020 Compensation schedule of statutory officers.

2.20.020 Compensation schedule of statutory officers.

D. The bi-weekly compensation range of the statutory officers shall be as follows:

1. City Attorney - $4,642.15 - $6,963.23.

2. City Engineer - $4,783.19 - $7,174.77.

3. City Recorder - $2,990.35 - $4,485.50.

4. City Treasurer - $2,666.58 - $3,999.85.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.55.040(E) Location of Parking Areas; and Section 17.55.100 Shared Parking and Curb Cuts.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.55.040(E) Location of Parking Areas; and Section 17.55.100 Shared Parking and Curb Cuts.

BACKGROUND:
This amendment addresses concerns previously raised by the City Council related to parking proximity and shared parking arrangements. Specifically, it introduces a minimum distance requirement between a parking lot and the building it serves, ensuring practical accessibility. It also modifies the City's shared parking provisions by:

- Reducing the allowable shared parking from 50% to 40% of required stalls,
- Requiring City Council approval for all shared parking agreements, and
- Mandating a joint maintenance agreement between property owners involved in shared parking.

These changes are intended to support more functional site design and clarify expectations for shared-use developments.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if recommended for adoption. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On June 24, 2025, the Planning Commission unanimously recommended approval of the proposed amendment(s) as drafted.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.55.040(E) LOCATION OF PARKING AREAS; AND SECTION 17.55.100 SHARED PARKING AND CURB CUTS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.55.040(E) Location of Parking Areas and Section 17.55.100 Shared Parking and Curb Cuts, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.55.040(E) Location of Parking Areas and Section 17.55.100 Shared Parking and Curb Cuts, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.55
OFF-STREET PARKING

Sections:

17.55.010 What this chapter does.
17.55.020 Purpose.
17.55.030 Off-street parking required.
17.55.040 General provisions for nonresidential and multifamily off-street parking facilities.
17.55.050 Submittal and approval of parking areas.
17.55.060 Dimensions for parking stalls.
17.55.070 Handicapped accessible parking.
17.55.080 Landscaping in parking and drive lane areas.
17.55.090 Pedestrian walkways and accesses.
17.55.100 Shared parking and curb cuts.
17.55.110 Required parking by land use.
17.55.120 Tables.

17.55.040 General provisions for nonresidential and multifamily off-street parking facilities.

...

~~E. Location of Parking Areas. Required off-street parking areas for nonresidential uses shall be placed within 600 feet of the main entrance to the building.~~

E. Location of Parking Areas. Required off-street parking areas for nonresidential uses shall:

1. Keep the closest edge of a parking lot within at least 100 feet of the main entrance to the building for which it serves.

2. Ensure that parking lot areas serving multi-family projects are spread throughout the development with sections of parking lots adjacent or near the buildings they serve. City site plan approval shall be required for lot placement.

17.55.100 Shared parking and curb cuts.

Up to ~~50~~ 40 percent of the required parking for a given primary land use may be shared with other ~~required parking areas~~ uses on a property upon approval by the ~~planning commission~~ city council. The developer must show an agreement granting shared parking or mutual access to the entire parking lot in perpetuity, a joint users maintenance agreement, and, ~~as well as~~ a

professional prepared analysis ~~professional traffic engineer's data~~ showing that peak parking demand of all uses on-site will not exceed the number of parking spaces provided on the property.

A. Shared Ingress and Egress. In most cases, shared parking areas shall also share ingress and egress. This requirement may be waived when the city engineer believes that shared access~~es are~~ is not feasible. In reviewing ~~the~~ site plans, the city engineer shall evaluate the need for limited access and the appropriate number of curb cuts, shared driveways or other facilities that will result in a safer, more efficient parking and circulation pattern on-site.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.35.050 Drive-Thru Lanes
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommend that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.35.050 Drive-Thru Lanes.

BACKGROUND:
The idea of requiring some form of diminutive but still effective bypass/escape lane has been discussed with City decision-makers before. Varying municipalities require or recommend bypass (escape) lanes around drive-thru lanes to ensure traffic can circulate on-site and vehicles are not trapped in queues. Drive-thru bypass lanes help maintain site safety and accessibility, especially in high-traffic commercial areas. Even in places that don't require their presence, various businesses install them as a matter of course.

Over a year ago, the Planning Commission recommended their adoption by the City Council. The City Council took the matter of requiring their implementation under advisement, tabling action on the code amendment adoption request. One question raised by one of the members of council asked which other jurisdictions in Utah require drive-thru bypass/escape lanes.

<u>Utah Jurisdictions that make use of the same</u>:

Salt Lake City:
Requires a bypass lane, driveway, or circulation area around drive-through stacking lanes in most zones. Exceptions for banks, car washes, etc.

East Carbon City:
Requires a parallel bypass lane for all drive-up uses (e.g., restaurants, convenience stores) to prevent vehicles from backing onto public streets.

Price City:

Also requires a parallel bypass lane for any business with drive-through or drive-up lanes.

Other U.S. Jurisdictions (Examples)

Loudoun County, VA:
Mandates an escape lane from drive-thru service lanes.

Wapakoneta, OH:
Recommends a bypass lane to allow circulation; not mandatory.

Woodlawn, OH:
Requires a bypass lane that must not include parking spaces.

Hardyston Twp, NJ:
Queue lanes must include a 12-foot wide bypass lane.

Goochland County, VA:
Requires a 10-foot wide bypass lane for all drive-thru businesses.

Maryland Heights, MO:
Recommends an escape lane for fast-food establishments.

The attached draft amendments are back in front of the Planning Commission at this time because the original code amendment format and language have changed somewhat from what was last seen and voted on, and, because of the time lag between when the amendments were last considered and now.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if recommended for adoption. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On June 24, 2025, the Planning Commission unanimously recommended approval of the proposed amendment(s) as drafted.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.35.050 (L) DRIVE-THROUGH LANES; ENACTING SECTION 17.55.130 DRIVE-THROUGH REGULATIONS; AND DELETING SECTION 17.75.069 RESTAURANT WITH DRIVE-THROUGH SERVICES

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.35.050(L) Drive-through Lanes, to enact Section 17.55.130 Drive-Through Regulations, and to delete Section 17.75.069 in its entirety, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.35.050(L) Drive-through Lanes, to enact Section 17.55.130 Drive-Through Regulations, and to delete Section 17.75.069 in its entirety, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

17.35.050 Generally applicable provisions.

All development projects within the commercial zones in this chapter shall conform to the following general requirements:

…

L. Drive-Through Lanes. Drive-through lanes shall comply with standards in section 17.55.130. ~~be located away from adjoining residential developments. Speakers and menu boards shall be located so that noise is not directed toward residential uses and shall incorporate a screen wall and landscaping to mitigate noise. Where possible, public access doors shall not be located in an area that requires pedestrians/customers to cross drive-through lanes. Where unavoidable, improvements shall be provided to slow vehicles or improve visibility for pedestrians. [Ord. O-12-2020 § 2 (Exh. A); Ord. O-06-2020 § 2 (Exh. A)].~~

Chapter 17.55
OFF-STREET PARKING

Sections:

17.55.010 What this chapter does.
17.55.020 Purpose.
17.55.030 Off-street parking required.
17.55.040 General provisions for nonresidential and multifamily off-street parking facilities.
17.55.050 Submittal and approval of parking areas.
17.55.060 Dimensions for parking stalls.
17.55.070 Handicapped accessible parking.
17.55.080 Landscaping in parking and drive lane areas.
17.55.090 Pedestrian walkways and accesses.
17.55.100 Shared parking and curb cuts.
17.55.110 Required parking by land use.
17.55.120 Tables.
17.55.130 Drive-Thru Regulations

17.55.130 Drive-Thru Regulations

The following standards shall apply to all commercial drive-thrus (e.g., banks, fast food establishments, pharmacies, etc.) in the city. Drive-thrus are permitted (unless otherwise specifically prohibited) provided they comply with the standards listed hereafter. Where proposed, drive-thrus shall be designed to:

A. Prevent or discourage vehicles from queuing over sidewalks or public streets and not interfere with pedestrian or vehicle on-site circulation.

B. Provide drive-thru building pedestrian access from streets or sidewalks. Causing pedestrians to cross the drive-thru lane(s) to access the drive-thru building shall be avoided. Requested exceptions shall be subject to city council approval upon finding that:

1. A configuration causing pedestrian conflicts is unavoidable due to space constraints; and,

2. That alternative mitigation measures are proposed to help ensure pedestrian safety.

C. Not have curbing, gates, landscaping, screening or other impediments that prevent a vehicle from exiting a drive-thru or escape lane.

D. Only have one driveway providing vehicular access to and from the drive-through window or service area from any street or service drive. Buildings with two or more drive-thrus may be allowed to have more than one drive-thru drive; however, consolidation of access is encouraged and may be required by the City during site plan review.

E. Minimize on-site internal traffic conflicts and keep queued vehicles from backing into a street or blocking access to any required parking spaces located on the same property. Accordingly, the following drive-thru lane queue/stacking standards shall apply:

1. Minimal space stacking distance or lane lengths shall be provided as follows:

a. For restaurant drive-thru uses, five 9’ by 20’ spaces between the drive-up window and street or service drive the associated drive-thru lane accesses.

b. For all other uses, three 9’ x 20’ spaces between the drive-up window and street or service drive the associated drive-thru lane accesses.

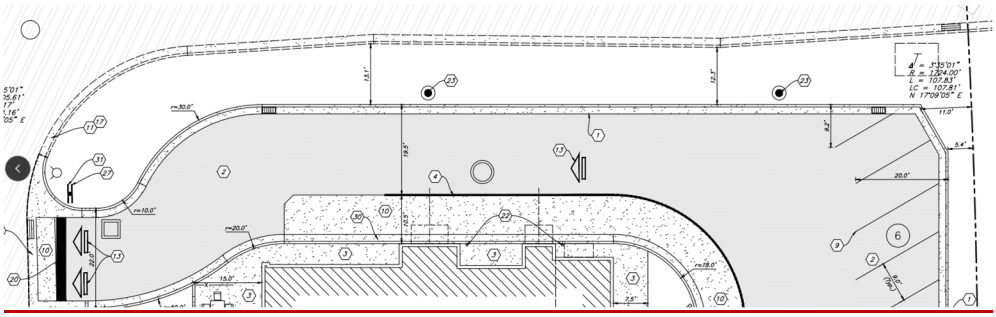
2. Stacking spaces for drive-thrus shall not be counted as providing the required parking spaces for the business.

F. Be accompanied by, at minimum, a 10’ wide, 60’ long unobstructed emergency escape/bypass lane adjacent to the drive-through lane. The lane shall:

1. Start at a point past the drive-thru entry; and,
2. Provide a 20’ section alongside the drive-thru window; and then,
3. Proceed at least 20’ past the drive-thru window whereafter it may continue or be merged back into the main drive-thru lane or continue to travel alongside the same.

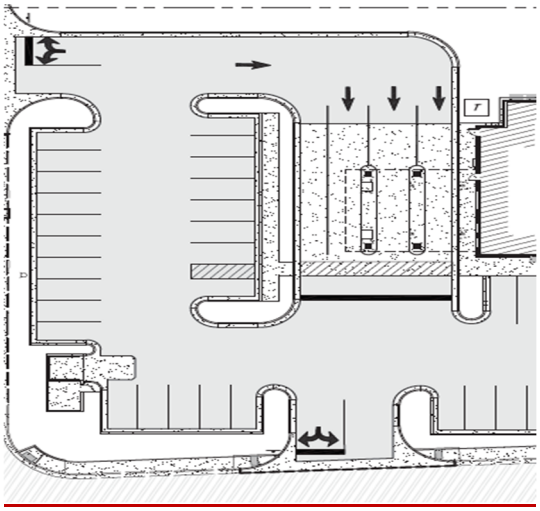
An escape lane that is longer than 60’ may be used – including those that run the full length of the regular drive-thru lane.

Illustration:



Exception: If a drive-thru splits into multiple lanes, then the escape lane shall follow the outer side of the lane farthest from the drive-up facility. Thus, in such a situation, multiple escape lanes are not required at the diversion point.

Illustration:



F. An escape lane may intrude into any site buffering landscaping provided that at least 5' of landscaping is maintained between a bypass/escape lane and any adjacent street and any required wall is not interfered with.

G Have a 6' high masonry wall or solid fence as a buffer erected and maintained along any property line that abuts a residential use or zone across from or abutting a drive-thru facility.

H. Feature clearly marked/identified lanes via devices such as cones, signs or painted lines/wording.

I. Not reduce a business's provision of parking spaces on-site below the minimum stall count required for that use.

~~17.75.069 Restaurant with drive-through services.~~

~~Restaurants with drive-through services may be permitted only where:~~

~~A. Purpose. The specific purposes of these regulations are to:~~

~~1. Reduce noise, lighting, and visual impacts on abutting uses, particularly residential uses;~~

~~2. Promote safer and more efficient on-site vehicular and pedestrian circulation; and~~

~~3. Reduce conflicts between queued vehicles and traffic on adjacent streets.~~

~~B. Site Plan. An applicant for a restaurant with drive-through service shall submit a site plan that includes: a parking and circulation plan, driveway locations, placement of audio equipment (if applicable), placement of message and/or menu boards, and a litter cleanup plan.~~

~~C. Litter Cleanup Plan. A litter cleanup plan shall address litter cleanup on and off site and shall include, but not be limited to, a litter pickup schedule and a map of the cleanup area.~~

~~D. Stacking Lanes.~~

~~1. A minimum of 120 feet for a single stacking lane or 60 feet per lane when there is more than one stacking lane. A stacking lane is measured back to the point of service or final service window. Stacking lanes do not have to be linear.~~

~~2. Stacking lanes shall be designed so that they do not interfere with parking, pedestrian and vehicle circulation; and~~

~~3. All stacking lanes shall be clearly identified through the use of means such as striping, landscaping, and signs.~~

~~E. Traffic Circulation.~~

~~1. Only one driveway providing vehicular access to and from the drive-through window or service area shall be provided from any street;~~

~~2. Internal traffic circulation patterns on the lot shall be adequate to keep traffic from backing into a street or blocking access to any required parking spaces located on the lot; and~~

~~3. A traffic study addressing both on- and off-site traffic and circulation impacts may be required as part of the site plan application.~~

~~F. Drive-Through Location. Drive-through lanes and windows shall be located away from adjacent residential uses.~~

~~G. Noise. Noise emitted from drive-through service windows and related features such as remote ordering equipment at outdoor menu boards shall not create a nuisance or disturbance for abutting properties.~~

~~H. Buffer. When a drive-through use adjoins any residential use or residential zone, a minimum six-foot-high masonry wall or solid fence shall be erected and maintained along such property line. [Ord. O-27-2020 § 2 (Exh. A)].~~

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17, Sections 17.10.030 Structure Definition, and 17.25.040 Residential Development Standards Table
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17, Sections 17.10.030 Structure Definition, and 17.25.040 Residential Development Standards Table

BACKGROUND:
Some time ago, a code enforcement matter revealed there would be a benefit to clarifying required setbacks for structures housing livestock (especially chicken coops) as set forth in Table 17.25.040 from neighboring houses, property lines and "other structures". This item is being brought back to the Planning Commission as some time has passed since action was taken on the same, and to re-present it as a stand-alone ordinance draft to the City Council.

This ordinance proposes amendments to the following sections of the Eagle Mountain Municipal Code:

1. Title 17.10.030: Adds a definition for “structure” to clarify application across zones.
2. Title 17.25.040 – Residential Development Standards Table:

    - Requires structures housing livestock to be kept at least 50 feet from neighboring residences and 6 feet from all other structures in the RA1, RA2, RD1, RD2, and FR Zones.
    - In the R1, R2, R3, RC, MF1, and MF2 Zones, structures housing livestock must be 6 feet away from all structures, including neighboring homes.

3. Footnote 3 Revision: Clarifies that structures not requiring a building permit are exempt from setback requirements — unless used to house livestock.

These updates improve clarity and help ensure compatibility between residential uses and livestock structures in urbanizing areas.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if recommended for adoption. Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On June 24, 2025, the Planning Commission unanimously recommended approval of the proposed amendment(s) as drafted.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.10.030 DEFINITIONS (STRUCTURE) AND SECTION 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS TABLE

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.10.030 Definitions, and Section 17.25.040 Residential Development Standards Table, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.10.030 Definitions, and Section 17.25.040 Residential Development Standards Table, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.25
RESIDENTIAL ZONES

Sections:

17.25.010 What this chapter does.
17.25.020 Future land uses and residential zones.
17.25.030 Land use table.
17.25.040 Residential development standards.
17.25.050 Generally applicable provisions.
17.25.060 Projection into setbacks.

...

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Minimum Setbacks for Accessory Structures											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
~~Distance from a Residential Dwelling~~	~~Structures housing animals: 50' from neighboring residences; 6' all other structures~~					~~6'~~	~~6'~~	~~6'~~	~~6'~~	~~6'~~	~~6'~~
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1	Neighborhood Residential 2				Neighborhood Residential 3
Zone Designation	**RA1**	**RA2**	**RD1**	**RD2**	**FR**	**R1**	**R2**	**R3**	**RC**	**MF1**	**MF2**
Minimum Setbacks for Accessory Structures											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
Distance from a Residential Dwelling	Structures housing livestock: 50' from neighboring residences; 6' from all other structures				n/a						
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

[1] Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

[2] Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

[3] Excepting for "structures housing livestock", setbacks ~~Setbacks~~ shall only be required to be applied ~~apply~~ to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions (Lot Frontage & Property Width) and Section 17.25.040 Residential Development Standards Table.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Robert Hobbs, Senior Planner	Robert Hobbs

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions (Lot Frontage & Property Width) and Section 17.25.040 Residential Development Standards Table.

BACKGROUND:
This amendment was prompted by a recent development proposal in the MF-1 and MF-2 zones where townhomes were planned without direct street frontage, relying solely on service drives for access and parking. The proposed changes clarify that both townhomes and apartments in these zones must have street frontage to be buildable. Apartments may continue to use service drives for internal circulation and parking.

This proposed amendment to Title 17 of the Eagle Mountain Municipal Code addresses residential development standards and key definitions related to lot design and access in multifamily zones.

Specifically, it:

1. Updates the definition of "**lot frontage**" and adds a new definition for "**property width**."
2. Clarifies that **townhome and apartment lots in the MF-1 and MF-2 zones must have street frontage** to be buildable.
3. Allows **apartment buildings** to continue using **private service drives** for internal circulation and parking, while still requiring the lot itself to front a public street.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if recommended for adoption. Ordinances pertaining to Development Code Amendments,

and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On June 24, 2025, the Planning Commission unanimously recommended approval of the proposed amendment(s) as drafted.

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.10.030 DEFINITIONS (LOT FRONTAGE & PROPERTY WIDTH) AND SECTION 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS TABLE

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.10.030 Definitions, and Section 17.25.040 Residential Development Standards Table, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.10.030 Definitions, and Section 17.25.040 Residential Development Standards Table, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

17.10.030 Definitions.

~~“Lot frontage” means that portion of a lot extending along a public or private street.~~

“Lot frontage” means that portion of a property abutting a public or private street or the fact that having such abutment exists.

“Property width” means the measurement of a portion of a property along its frontage between its side property lines or a side property line and corner or street side line using a horizontal line.

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2	Neighborhood Residential 3	
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Minimum Lot Frontage[2]	150'	150'	125'	100'	90'	85'	80'	62'	58'	Townhouses[2b] Apartments[2c]	Townhouses[2b] Apartments[2c]
Minimum Lot Frontage (cul-de-sac or circle)	100'	100'	75'	60'	50'	45'	40'	20'	20'	Townhouses[2b] Apartments[2c]	Townhouses[2b] Apartments[2c]

[1] Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

[2] Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

[2b] Townhouse buildings in MF1 and MF2 Zones shall completely front/abut on, and be accessed via, streets, not service drives.

[2c] Lots with apartment buildings thereon in MF-1 and MF-2 Zones shall front/abut streets, but may have their parking spaces/lots accessed either via service drives or streets.

[3] Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

[4] Maximum footprint coverage is the total coverage on the lot of all accessory structures.

[5] Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

[6] Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

[7] For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.

[8] Multifamily dwelling structures shall contain no more than three stories.

[9] Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

[Ord. O-08-2024 § 2 (Exh. A); Ord. O-50-2023 § 2 (Exh. A); Ord. O-22-2023 § 2 (Exh. A); Ord. O-41-2021 § 1 (Exh. A); Ord. O-15-2021 § 2 (Exh. A); Ord. O-24-2019 § 2 (Exh. A)].

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the Disposal of up to 20.35 acres of Public Real Property known as the Bypass Road.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Anticipated to be net neutral
APPLICANT:	SITLA / Ivory / Staff initiated

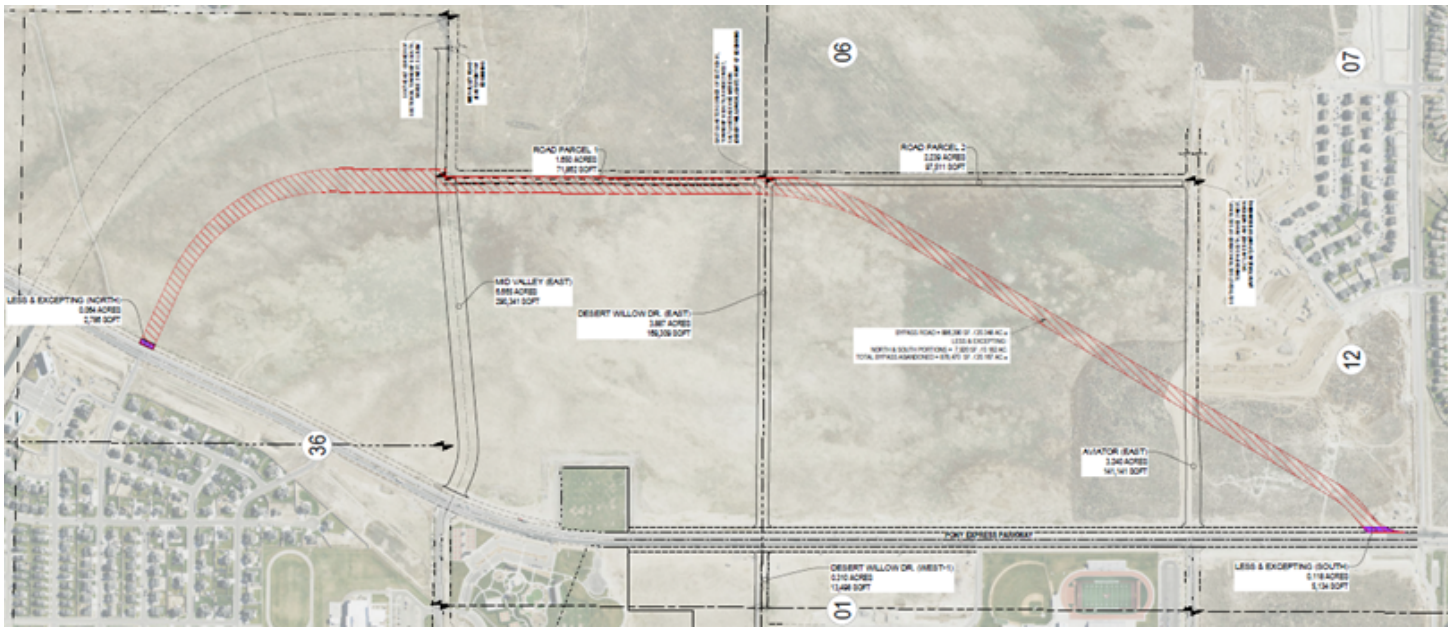
CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Varies	20.35 acres

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the Disposal of up to 20.35 acres of Public Real Property known as the Bypass Road.

BACKGROUND:
The School and Institutional Trust Lands Administration (SITLA) previously conveyed to the City approximately 20.35 acres of undeveloped land for the construction of a public road ("Bypass Road Property") as part of an obligation in the original Overland Master Development Agreement. The surrounding area has developed in such a way that the Bypass Road Property is no longer desirable for use as a public road. SITLA and Ivory Homes would like to swap other land in exchange for the Bypass Road Property.

This is contemplated in the Overland ARMDA. The parties are in the process of negotiating an agreement to swap the Bypass Road Property for credit towards the purchase of land for right-of-way within the Overland development. The approval of the land disposal would be contingent upon the approval and execution of the agreement. The agreement is still in process.



ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE DISPOSAL OF UP TO 20.35 ACRES OF PUBLIC REAL PROPERTY KNOWN AS THE BYPASS ROAD

PREAMBLE

WHEREAS, the School and Institutional Trust Lands Administration (SITLA) previously conveyed approximately 20.35 acres of undeveloped land ("Bypass Road Property") to Eagle Mountain City for the construction of a public road, pursuant to obligations outlined in the original Overland Master Development Agreement (MDA); and

WHEREAS, due to changes in surrounding development and transportation planning, the Bypass Road Property is no longer needed or desirable for use as a public road; and

WHEREAS, SITLA and Ivory Homes have expressed interest in exchanging the Bypass Road Property for credit toward the purchase of alternative right-of-way within the Overland development area; and

WHEREAS, the proposed land exchange is contemplated in the Overland Amended and Restated Master Development Agreement (ARMDA), which anticipates flexibility in the configuration and acquisition of required right-of-way; and

WHEREAS, the disposal of the Bypass Road Property by the City would be contingent upon the approval and execution of a formal agreement outlining the terms of the land exchange; and

WHEREAS, Eagle Mountain City desires to ensure responsible land use planning, support ongoing development efforts, and preserve public infrastructure needs through strategic property transactions.

NOW THEREFORE, 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 disposal of up to 20.35 acres of Public Real Property, as set forth in Exhibit A.

2. The City Council finds that it is in the public interest to approve the disposal of up to 20.35 acres of Public Real Property known as Bypass Road in exchange for credits to be used for other rights-of-way.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

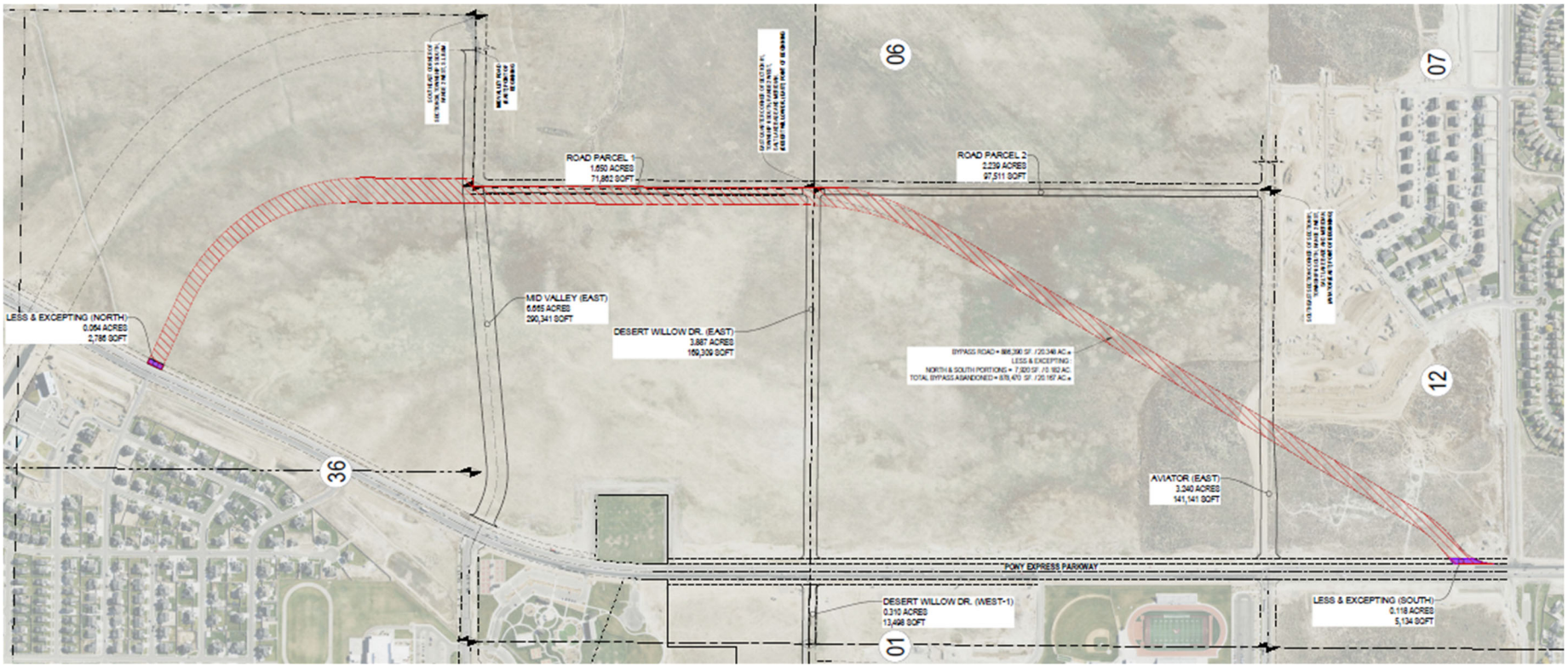
The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 15th day of July, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A
(Map)


06
07
12
36
01
ROAD PARCEL 1
1.650 ACRES
71,862 SQFT
ROAD PARCEL 2
2.239 ACRES
97,511 SQFT
LESS & EXCEPTING (NORTH)
0.064 ACRES
2,786 SQFT
MID VALLEY (EAST)
6.665 ACRES
290,341 SQFT
DESERT WILLOW DR. (EAST)
3.887 ACRES
169,309 SQFT
BYPASS ROAD = 886,290 SF / 20.348 AC.±
LESS & EXCEPTING:
NORTH & SOUTH PORTIONS = 7,920 SF / 0.182 AC.
TOTAL BYPASS ABANDONED = 878,470 SF / 20.167 AC.±
AVIATOR (EAST)
3.240 ACRES
141,141 SQFT
PONY EXPRESS PARKWAY
DESERT WILLOW DR. (WEST-1)
0.310 ACRES
13,498 SQFT
LESS & EXCEPTING (SOUTH)
0.118 ACRES
5,134 SQFT

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	David Stroud, Senior Planner	David Stroud

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

BACKGROUND:
Fencing is a common feature around athletic fields and sports facilities, and just as common are the sponsor signs affixed to those fences. These signs typically recognize businesses that support local teams or contribute to the upkeep of the facility. Many of these fields are publicly accessible and maintained by either the City or the local school district.

Currently, the Eagle Mountain Municipal Code does not specifically address or regulate this type of signage. The proposed amendment seeks to change that by introducing a definition for these fence-mounted sponsor signs, exempting them from standard sign fees, and establishing a few straightforward guidelines for their placement and design.

ITEMS FOR CONSIDERATION:
The Planning Commission recommends that the amendment text clarify that *"signs may face inward or outward and may be located on the fence, scoreboard, and bleachers".*

The original proposal from Staff did not include language allowing outward-facing signs or placement on bleachers. However, signs are already installed on the high school bleachers, and the recommended language would align with existing practice.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommended the City Council approve the proposed sign amendment with the addition that: 1) Signs may also face outward from the facility, and 2) Signs be permitted on bleacher structures.

ATTACHMENTS:

1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.80 SIGN REGULATIONS AND SIGN PERMITS

PREAMBLE

WHEREAS, athletic facilities commonly include fencing for safety and delineation, and signage is often displayed on these fences to recognize businesses and organizations that sponsor youth sports leagues or contribute to facility upkeep; and

WHEREAS, such athletic fields are typically owned and maintained by Eagle Mountain City or local school districts, serving as valuable public recreational assets; and

WHEREAS, the current sign regulations in Eagle Mountain Municipal Code (EMMC), Section 17.80, do not explicitly define or address signage placed on athletic field fencing for sponsorship or donor recognition; and

WHEREAS, the City Council finds it in the public interest to amend Section 17.80 of the EMMC to define this type of signage, provide basic standards for display, and exempt it from permitting fees;

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 Sign Regulations and Sign Permits, Section 17.80, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

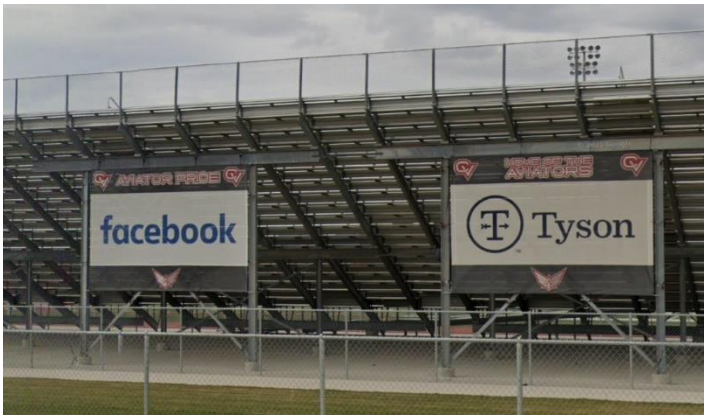
Exhibit A

17.80.160 Definitions

"Athletic Facility sign" means a sign attached to a fence surrounding and immediately adjacent to an athletic facility and facing the interior exterior of an athletic facility or a sign included as part of a scoreboard that is an integral part of an athletic facility or a sign attached to the bleachers surrounding the facility. For purposes of this Chapter, an athletic facility is defined as a regulation size soccer, football, baseball, or softball field.

17.80.120 Exempt Signs

R. Athletic Facility Signs. All signs must be attached to the fence, bleachers, or scoreboard, and shall not extend higher than the top of the fence, scoreboard, or bleachers, and shall not be located in any clear vision triangle. These signs may provide off-premise advertising. Athletic facility signs are permitted in all zones.



	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **JULY 15, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Zayo Group, LLC.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	Zayo Group, LLC

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt an an Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Zayo Group, LLC.

BACKGROUND:
Zayo Group, LLC is a telecommunications provider seeking to install fiber infrastructure within the City's public right-of-way. To facilitate this, staff has negotiated a franchise agreement outlining the terms and conditions of their access and use. The proposed agreement is presented to the City Council for formal approval. The proposed franchise agreement matches the standard template used by the City with the exception of three small changes as follows:

1. Zayo is seeking a 10-year agreement with a five-year optional renewal, as opposed to a 5-year agreement with a 5-year optional renewal.
2. Zayo is seeking 60 days' notice if it needs to move its equipment pursuant to Article VI of the agreement, instead of 30 days.
3. Zayo is requesting that we insert a clause that limits the liability of either party for incidental, special, punitive, or consequential damages.

Staff believes that these requests are reasonable and support the changes.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

1. Ordinance
2. Agreement

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A FRANCHISE AGREEMENT WITH THE ZAYO GROUP, LLC

PREAMBLE

WHEREAS, Zayo Group, LLC is a telecommunications fiber company seeking to install and operate its equipment within the public rights-of-way in Eagle Mountain City; and

WHEREAS, the City has authority under state law to grant non-exclusive franchises for the use of its public rights-of-way for telecommunications and related services; and

WHEREAS, Eagle Mountain City staff has negotiated the terms of a Franchise Agreement with Zayo Group, LLC to establish the conditions under which Zayo may install, operate, and maintain its infrastructure; and

WHEREAS, the proposed Franchise Agreement outlines Zayo's responsibilities, including compliance with applicable laws, restoration of disturbed property, and payment of applicable fees; and

WHEREAS, the City Council finds that entering into the Franchise Agreement with Zayo Group, LLC, as set forth in Exhibit A, is in the best interest of the City and its residents by supporting infrastructure expansion and telecom connectivity;

NOW THEREFORE, 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 Zayo Group, LLC Franchise Agreement, as set forth in Exhibit A. The agreement is approved by this Ordinance.

2. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 15th day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 15th day of July, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

FRANCHISE AGREEMENT
BETWEEN EAGLE MOUNTAIN CITY AND ZAYO GROUP LLC

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between Eagle Mountain City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah with principal offices at 1650 E. Stagecoach Run, Eagle Mountain, Utah, 84005, and Zayo Group, LLC, a Delaware limited liability company (hereinafter "PROVIDER") with its principal offices at 1401 Wynkoop Street, Suite 500, Denver, CO 80202.

WITNESSETH:

WHEREAS, PROVIDER desires to provide voice, data or video transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Chapter 13.10 of the Eagle Mountain City Municipal Code titled "Telecommunications and Cable System/Video Provider Franchises" (the "Telecommunications Ordinance") which governs the application and review process for telecommunication franchises in CITY; and

WHEREAS, CITY believes that it is in the best interest of the public to provide PROVIDER a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE I
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications Ordinance which is incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Ordinance, as amended. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond CITY's authority.

1.3 Ordinance Amendments. CITY reserves the right to amend the Telecommunications Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between PROVIDER's rights and obligations under the Telecommunications Ordinance as

amended and this Agreement, the provisions of this Agreement shall govern during its term, provided however that the PROVIDER agrees that it is subject to the lawful exercise of the police power of the CITY. Otherwise, PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. This Agreement shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Ordinance.

1.6 Business License. PROVIDER acknowledges that PROVIDER must obtain and keep a business license from the City to operate any business within the City.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, and as fair and reasonable compensation to the CITY for the use of the Rights-of-Way, PROVIDER shall pay the Municipal Telecommunication License Tax authorized by Municipal Telecommunications License Tax Act (Utah Code Ann. §§10-1-401 to 10-1-410, as amended) and the Telecommunications Ordinance. The telecommunications tax shall be calculated in the manner provided in such law (or its replacement) and shall be paid by PROVIDER to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

or any successor address designated by the Utah State Tax Commission. Payments shall be made at the times and in the manner prescribed by the Municipal Telecommunications License Tax Act and the Telecommunications Ordinance.

2.2 Additional Infrastructure or Services. CITY reserves any and all rights it may have now or in the future to legally impose taxes, charges and fees, and to regulate or otherwise condition the use of technology and related activities and services to be provided pursuant to this Agreement that are not taxed or regulated through the Municipal Telecommunications License Tax Act. PROVIDER shall be subject to any future taxes, fees or charges that CITY lawfully imposes on infrastructure or services in the future that are not taxed or regulated through the Municipal Telecommunications License Tax Act, unless the CITY is preempted from imposing such taxes, fees or regulations by state or federal laws.

2.3 Equal Treatment. In accordance with Utah Code Ann. §10-1-406(3)(b), the CITY tax or fees imposed under the Municipal Telecommunications License Tax Act shall be imposed on competitively neutral basis. To foster an environment where service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the CITY; and provide flexibility in the event of subsequent changes in the law, CITY may require modifications to this Agreement that are required to maintain competitive neutrality of providers of similar services within the CITY.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, PROVIDER may, upon CITY's approval, abandon some or all of PROVIDER's system in place.

ARTICLE IV
PUBLIC USE RIGHTS

4.1 City Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties or otherwise in a manner which would commercially compete with PROVIDER's operations or services; and provided that such CITY use does not unreasonably interfere with PROVIDER's operations or services.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE V
POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI
RELOCATION OF TELECOMMUNICATIONS NETWORK

Whenever CITY, for any lawful public purpose, shall require the relocation or reinstallation of any property of PROVIDER or its successors in any of the streets, alleys, rights-of-way, or public property of CITY, it shall be the obligation of PROVIDER, upon notice of such requirement and written demand made of PROVIDER, and within a reasonable time thereof, but not less than sixty (60) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of CITY. Such relocation, removal, or reinstallation by PROVIDER shall be at no cost to CITY; provided, however, that PROVIDER and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which PROVIDER may be entitled for work done by PROVIDER pursuant to this paragraph shall be the property of PROVIDER. CITY shall assign or otherwise transfer to PROVIDER all rights CITY may have to recover costs for such work performed by PROVIDER and shall reasonably cooperate with PROVIDER's efforts to obtain reimbursement. In the event CITY has required PROVIDER to relocate its facilities to accommodate a private third party, CITY shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, PROVIDER's use of the rights-of-way shall in all matters be subordinate to CITY's use of the rights-of-way for any public purpose. CITY and PROVIDER shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, right-of-way improvements, poles, lines, wires, conduits, and any project planned or undertaken by CITY or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature so as not to impact or be impacted by such public improvements.

ARTICLE VII
CHANGING CONDITIONS AND SEVERABILITY

7.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

7.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, however, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance (EMMC Chapter 12.10, as amended).

ARTICLE VIII
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

8.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of

such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

(c) PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

8.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

8.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

8.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE IX
NOTICE

9.1 Notice to CITY. All notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to City Recorder, 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, or such other officer and address as CITY may designate by written notice to PROVIDER.

9.2 Notice to PROVIDER. All notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices Zayo Group, LLC, Attn: Legal, Underlying Rights, 1401 Wynkoop Street, Suite 500, Denver, CO 80202, and such other office as PROVIDER may designate by written notice to CITY.

ARTICLE X
INSURANCE AND INDEMNIFICATION

10.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall provide evidence of insurance in accordance with EMMC 13.10.050, and the policy or policies of insurance shall be maintained by provider in full force and effect during the entire term of the franchise.

10.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY or the willful misconduct of CITY or any of its officers, employees or agents. In no event shall either Party be liable to the other Party for any incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement.

ARTICLE XI
INSTALLATION

11.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY Rights-of-Way, PROVIDER shall coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within CITY Rights- of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within CITY Rights-of-Way. In order to limit damage to recently completed or resurfaced roads, CITY specifically reserves the right to limit cuts or excavation in roads for a period of time after completion, repaving or overlay of roads.

11.2 Underground Installation. Unless otherwise approved by the CITY or allowed by the Telecommunications Ordinance, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE XII
GENERAL PROVISIONS

12.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

12.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

12.3 Time of Essence. Time shall be of the essence of this Agreement.

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

12.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

12.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this __ day of _____, 2025.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina Olsen, City Recorder

_____
Marcus Draper, City Attorney
Approved as to form

PROVIDER

_____
Rebekah Melody, Director Underlying Rights & Government Relations

STATE OF MASSACHUSETTS)
:ss
COUNTY OF BARNSTABLE)

On the _____ day of _____, 2025, personally appeared before me _____ duly sworn, did say that she is the Manager of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

Order	Dept	Issue / Item
2023.011b	24	**Mid Valley Road**
2024.007	16	**Study public transit innovation grants and other opportunities.**
2024.001i (was 2023.028)	22	**GP Full Build Out Scenarios**
2024.001j (was 2023.023 & 2023.049)	22	**GP Water Study**
2023.025	22	**Powerline Corridor Development**
2024.006	22	**Residential Zones Driveway and Minimum Home Sizes**
2023.009	23	**Facilities Master Plan**

Legislative P

Description	Priority [see EMMC 2.15.100]	E Matrix:
Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	**High Priority**	**Do**
Investigate and apply for transit innovation grant monies to improve transit opportunities.	**Secondary Priority**	**Do**
As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	**Secondary Priority**	**Schedule**
Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	**High Priority**	**Do**
We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	**Secondary Priority**	**Schedule**
Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	**Secondary Priority**	**Schedule**
Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	**High Priority**	**Do**

'riorities List

Status	Target Date	Date of last update
In Progress	12/31/2025	7/10/2025
New	3/31/2025	7/10/2025
Not Started	4/29/2025	7/9/2025
In Progress	12/31/2024	7/10/2025
In Progress	6/30/2024	7/10/2025
Not Started	1/31/2024	7/10/2025
In Progress	12/30/2024	7/10/2025

Comments/Update	Date Adopted	
Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. Property acquisition and the design are complete. It will be going out to bid in the next few weeks. We have received bids for the project, and they are under the budgeted amount. We will be moving ahead with construction soon.	5/16/2023	
Still looking for state and federal grants.	11/19/2024	
We have hired consultants to create master plans for transportation, water, sewer, and stormwater. These master plans will help facilitate generating full buildout data.	4/2/2024	
Bowan Collins and Associates has presented some early information that they have gathered to the Council. This information is helping shape the Future Land Use Map. Staff will continue to move this document forward, as it will be incorporated into the General Plan.	4/2/2024	
Todd has given the City a list of disposable City properties. Some of these specific disposal proposals are now coming to the Council for consideration.	8/15/2023	
Staff and Attorney's Office believes we are already compliant with the Utah Code on this matter and recommends we do not pursue this further.	11/6/2024	
Council has asked Finance to present some information they need to guide the timeline/phasing of the projects. Staff is planning to bring it back again and incorporate feedback from Strategic Plan Conference and input from our financial advisor.	5/16/2023	

Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Hogge			X		X		
Winterton					X		X
Larsen Hogge			X				
Larsen			X		X	X	
Larsen					X		
Larsen					X		
Weber			X		X		X