EAGLE MOUNTAIN
CITY COUNCIL MEETING

SEPTEMBER 16, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

1.A. DISCUSSION - Horizon Master Development Agreement - Circle 5 Ranch
(anticipated time 30 minutes)

1.B. DISCUSSION - Request from Scenic Mountain HOA Regarding Private Lift Stations - Marcus Draper, City Attorney
(anticipated time 15 minutes)

2. AGENDA REVIEW

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

3. CITY MANAGER INFORMATION ITEMS

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. RECOGNITION

8.A. RECOGNITION - Utah County Sheriff's Office Deputies for Heroic Actions to Multi-Family Residential Structure Fire

8.B. RECOGNITION - Eagle Mountain City Communications Team - Recipients of the 3CMA Savvy Award

9. 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.)

10. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

11. BOND RELEASES

11.A. Overland Village 2 Phase A, Plat 6 - Into Warranty

11.B. Overland Village 2 Phase A, Plat 7 - Into Warranty

11.C. Overland Village 2 Phase A, Plat 8 - Into Warranty

11.D. Overland Village 2 Phase A, Plat 9 - Into Warranty

12. MINUTES

12.A. August 19, 2025 Minutes - Regular City Council Meeting

12.B. September 2, 2025 Minutes - Regular City Council Meeting

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Updating Sections of the Eagle Mountain City Employee Policies and Procedures Manual

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the EMC Scarlet 009 4MG Water Tank Project to Probuild Construction, Inc. and Approving the Contract

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Development Agreement with Mountainland Supply

14.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Avative LLC

14.C. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARINGS

15.A. RESOLUTION/PUBLIC HEARING - 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

BACKGROUND: *(Presented by City Recorder Gina Olsen)* This is a public hearing to consider the Land Disposal Application from Jon and Brooke Newcomb to dispose of approximately 0.20 acres of real public property, identified as a portion of Utah County Parcel No 38:335:0148. The City has designated this parcel as "Significant Real Property".

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Settlement Agreement with Meritage Homes

BACKGROUND: *(Presented by City Attorney Marcus Draper)* Meritage Homes purchased plats A-12, A-15, and A-16 in the Harmony Subdivision. Plats A-15 and A-16 have lots that abut Walden Parkway, which is a collector road. Section 19 of the Harmony Development Agreement requires that privacy fencing be put in place on the property line adjacent to arterial and collector roads. The parties dispute what fencing is required under the Agreement. This settlement agreement is being proposed to resolve the dispute.

17. LEGISLATIVE ITEMS

17.A. UPDATE - Legislative Priorities List

18. 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.

19. COMMUNICATION ITEMS

20. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.
In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

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

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

ENGINEERING

Tuesday, September 9, 2025

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

SUBJECT: **Overland Village 2 phase 'A' plats 6 & 7 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

Vince Hogge

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

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Overland Village 2 phase 'A'
plats 6 & 7
Reduced

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

1st Revised Bond Release		
Original Bond Amount:	$	380,789.14
Previous Release Amount:	$	-
Amount to Release this Period:	$	216,277.04
Amount Remaining in Bond :	$	164,512.10

Bond Releases Summary		
#1	$	216,277.04
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	216,277.04

9/9/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED Previous Period	This Period	% to date	MONIES RELEASED This Period	To Date
1	**EARTHWORK/MISC.**										
a	Clear and grub	158744	0	SF	$0.07	$0.00	0	158744	100%	$0.00	$0.00
b	Mass Ex. Cut & fill	3460	0	CY	$4.67	$0.00	0	3460	100%	$0.00	$0.00
c	Import material	15430	0	TON	$17.47	$0.00	0	15430	100%	$0.00	$0.00
d	Rough grade	92375	0	SF	$0.15	$0.00	0	92375	100%	$0.00	$0.00
e	Grade trench spoils	5865	0	CY	$3.07	$0.00	0	5865	100%	$0.00	$0.00
f	Grade pond	13400	1340	SF	$0.24	$321.60	0	13400	100%	$321.60	$321.60
g	Construction entrance	3750	0	SF	$2.41	$0.00	0	3750	100%	$0.00	$0.00
h	Inlet protection	16	16	EA	$200.00	$3,200.00	0	16	100%	$3,200.00	$3,200.00
i	Compaction testing	1	1	LS	$19,085.00	$19,085.00	0	1	100%	$19,085.00	$19,085.00
2	**ROADWAY IMPROVEMENTS**										
a	3" asphalt	64092	0	SF	$2.01	$0.00	0	64092	100%	$0.00	$0.00
b	6" road base	60607	0	SF	$0.93	$0.00	0	60607	100%	$0.00	$0.00
c	9" subbase	92375	0	SF	$0.92	$0.00	0	92375	100%	$0.00	$0.00
d	30" high back curb	2761	0	LF	$30.86	$0.00	0	2761	100%	$0.00	$0.00
e	24" high back curb	1195	0	LF	$26.00	$0.00	0	1195	100%	$0.00	$0.00
f	3" Asphalt trail	9473	9473	SF	$3.30	$31,260.90	0	9473	100%	$31,260.90	$31,260.90
g	4" sidewalk	8499	8499	SF	$7.32	$62,212.68	0	8499	100%	$62,212.68	$62,212.68
h	Drive approach	3875	3875	SF	$10.20	$39,525.00	0	3875	100%	$39,525.00	$39,525.00
i	ADA ramps	14	14	EA	$637.00	$8,918.00	0	14	100%	$8,918.00	$8,918.00
j	Parking bumpers	8	8	EA	$218.00	$1,744.00	0	8	100%	$1,744.00	$1,744.00
3	**CULINARY WATER**										
a	8" PVC water main	1334	0	LF	$55.42	$0.00	0	1334	100%	$0.00	$0.00
b	8" gate valve	11	0	EA	$3,345.00	$0.00	0	11	100%	$0.00	$0.00
c	Fire hydrant	2	0	EA	$8,102.50	$0.00	0	2	100%	$0.00	$0.00
d	2" water service	1	0	EA	$10,745.00	$0.00	0	1	100%	$0.00	$0.00
e	1" water service	1	0	EA	$5,110.00	$0.00	0	1	100%	$0.00	$0.00
f	3/4" water service	43	0	EA	$2,000.00	$0.00	0	43	100%	$0.00	$0.00
g	2" blow off	3	0	EA	$3,265.00	$0.00	0	3	100%	$0.00	$0.00
h	Trench back fill	1000	0	TON	$13.10	$0.00	0	1000	100%	$0.00	$0.00
4	**STORM DRAIN**										
a	24" storm drainpipe	207	20.7	LF	$78.30	$1,620.81	0	207	100%	$1,620.81	$1,620.81
b	18" storm drainpipe	734	73.4	LF	$60.60	$4,448.04	0	734	100%	$4,448.04	$4,448.04
c	15" storm drainpipe	817	81.7	LF	$54.20	$4,428.14	0	817	100%	$4,428.14	$4,428.14
d	60" storm drain manhole	5	0.5	EA	$5,435.00	$2,717.50	0	5	100%	$2,717.50	$2,717.50
e	Combo box 3x6 w/sump & snout	3	0.3	EA	$6,911.67	$2,073.50	0	3	100%	$2,073.50	$2,073.50
f	Double combo box	1	0.1	EA	$10,385.00	$1,038.50	0	1	100%	$1,038.50	$1,038.50
g	Curb inlet 2x3	7	0.7	EA	$4,030.00	$2,821.00	0	7	100%	$2,821.00	$2,821.00
h	Double curb inlet	1	0.1	EA	$8,060.00	$806.00	0	1	100%	$806.00	$806.00
i	Flared end section	2	0.2	EA	$6,290.00	$1,258.00	0	2	100%	$1,258.00	$1,258.00
j	lot LID storm drain sump	5	0.5	EA	$3,540.00	$1,770.00	0	5	100%	$1,770.00	$1,770.00
k	Import fill	955	95.5	TON	$13.10	$1,251.05	0	955	100%	$1,251.05	$1,251.05
5	**SEWER**										
a	10" sewer pipe	944	94.4	LF	$59.00	$5,569.60	0	944	100%	$5,569.60	$5,569.60
b	8" sewer pipe	674	67.4	LF	$51.80	$3,491.32	0	674	100%	$3,491.32	$3,491.32
c	60" manhole	3	0.3	EA	$5,745.00	$1,723.50	0	3	100%	$1,723.50	$1,723.50
d	48" manhole	5	0.5	EA	$6,115.00	$3,057.50	0	5	100%	$3,057.50	$3,057.50
e	4" sewer lateral	39	3.9	EA	$1,620.00	$6,318.00	0	39	100%	$6,318.00	$6,318.00
f	4" sewer lateral	4	0.4	EA	$1,965.00	$786.00	0	4	100%	$786.00	$786.00
g	Connect to existing	2	0.2	EA	$2,280.00	$456.00	0	2	100%	$456.00	$456.00
h	Trench back fill	3340	334	TON	$13.10	$4,375.40	0	3340	100%	$4,375.40	$4,375.40
	TOTAL CONSTRUCTION COST					**$216,277.04**					
	Original 10% Bond Coverage					$164,512.10					
							Released this Period			$216,277.04	
	TOTAL BOND AMOUNT:					**$380,789.14**					

Vince Hugo
Vince Hugo P.E.
Engineering Director

9-9-2025
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

9/9/25
Date

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

ENGINEERING

DATE: Tuesday, September 9, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Assistant
SUBJECT: Overland Village 2 phase "A" plats 6, 7, 8, & 9 walk through-updated

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A walk-thru was performed. The following were present.
Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. ~~Need the Auto CAD as-build.~~
3. ~~Place street and stop signs, private roads to have blue street signs, public roads green street signs.~~
4. ~~Crack seal the phase lines.~~

Wild Cat Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb that are cracked to be look at exit warranty.
3. ~~Crack seal the ADA ramps between the asphalt and the concrete.~~
4. ~~Lot #731 the combo box by intersection grout the pipes.~~
5. ~~Lot #810 air vac corp. to be turned on and lid to say water not storm.~~

Duckwater Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Lot #601 tie in water valve clean.~~
4. ~~Lot #'s 601 thru 605 missing the sewer stamps and sewer boards. Place a brass pin in the curb with a 'S' stamp on the pin.~~
5. ~~Detention pond storm drain combo box grout the pipes, and the edge under the inlet grate. Lid to be storm drain not sewer.~~
6. ~~Lot #721 the irrigation vault to be fixed to city spec.~~
7. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
8. ~~Blow off to the west past Arnot Peak to be brought to grade, accessible and plastic hand tight cap placed on the pipe.~~

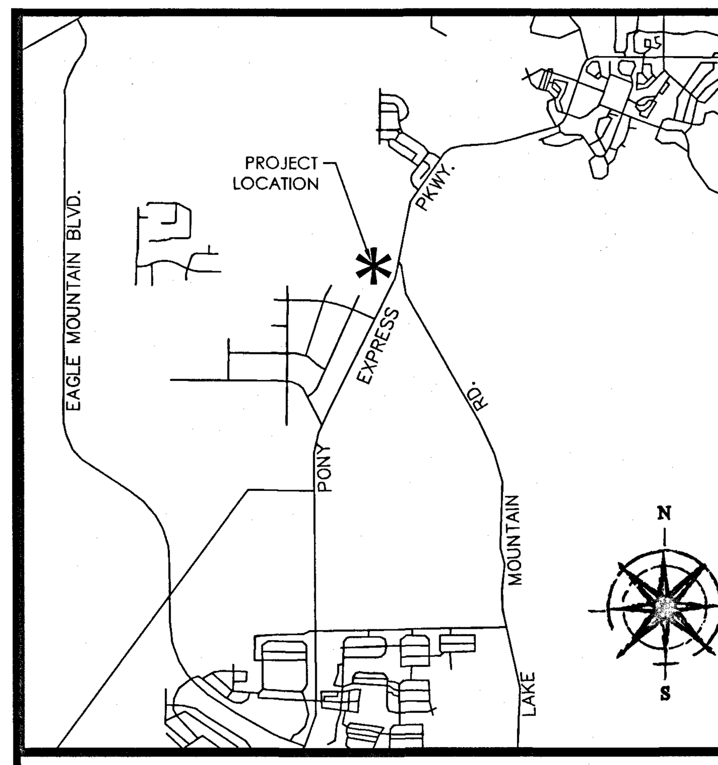
Arnot Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
3. ~~Valves at the intersection of Duckwater Peak to be cleaned.~~
4. ~~Valves at the intersection of Wild Cat Peak to be cleaned.~~
5. ~~North blow of valve and pipe to be brought to grade and plastic hand tight cap placed on the pipe.~~
6. ~~West side services missing sewer and water stamps. Place a brass pin in the curb with a "w' for water and a 'S' for sewer stamped on the pin. Place marker boards as well.~~

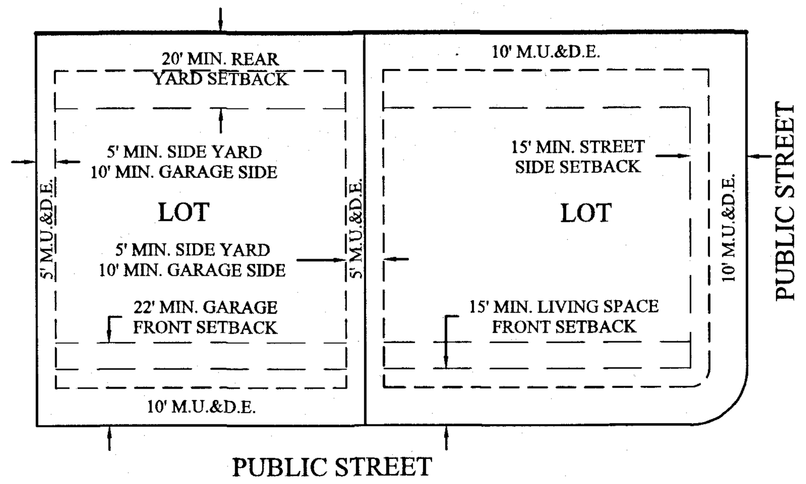
Kuna Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Intersection of Wild Cat Peak sewer manhole clean & add fix lower step, still suck in place.~~
4. ~~Intersection of Wild Cat peak on the east side storm drain manhole add step and clean.~~
5. ~~Lot #809 sewer manhole clean.~~
6. ~~All the Alleys on plat 9 bring sewer manholes to grade and place collars, add steps, grout pipes, & clean if needs after asphalt has been placed. Missing sewer stamps.~~
7. ~~Lot # 925 & 924 storm drain box to be cleaned and snout placed.~~
8. ~~Lot # 913 & 913 irrigation vault to be fixed to city spec.~~
9. ~~Lot #'s 804 & 803 turn hydrant towards the road.~~
10. ~~Lot # 803 chunks of wood are in the asphalt to be removed and asphalt fixed.~~
11. ~~Lot # 801 air vac to be finished and turned on.~~

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



VICINITY MAP
N.T.S



TYPICAL BUILDING SETBACKS

N.T.S.

LEGEND

BOUNDARY
SECTION LINE
EASEMENT
RIGHT-OF-WAY LINE
CENTER LINE
BUILDING SETBACK
EXISTING PROPERTY LINE
BOUNDARY MARKERS
SECTION MONUMENT (FOUND)

NOTES:

1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) ALL STREETS TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
3) MU&DE = MUNICIPAL UTILITY AND DRAINAGE EASEMENT, AND WILL ALSO SERVE AS A PUBLIC UTILITY EASEMENT.
4) PARCEL D TO BE OWNED AND MAINTAINED BY HOA IN COMMON AREA.
5) PRIVATE STORM DRAIN EASEMENT & REAR LOT PONDS #601-605 TO BE MAINTAINED BY HOA.

PLAT TABULATIONS

TOTAL ACREAGE:	3.21 ACRES
TOTAL ACREAGE IN LOTS:	0.7 ACRES
TOTAL ACREAGE IN ROW:	2.08 ACRES
TOTAL ACREAGE IN PARCELS:	0.44 ACRES
AVERAGE LOT SIZE:	0.14 ACRES OR 6038.4 SQFT.
LARGEST LOT SIZE:	6051 SQFT.
SMALLEST LOT SIZE:	5988 SQFT.
OVERALL DENSITY:	1.07 LOTS/ACRE
TOTAL NUMBER OF LOTS:	5 LOTS
TOTAL NUMBER OF PARCELS:	1 PARCEL
TOTAL ASPHALT AREA:	1.17 ACRES

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP

PRINTED NAME OF OWNER: AUTHORIZED SIGNATURE:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

STEVE OLDKNOW
Notary Public - State of Utah
Comm. No. 728907
My Commission Expires on
Feb 1, 2027

ON THE 4 DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: Feb 01, 2027

A NOTARY PUBLIC
COMMISSIONED IN
UTAH RESIDING IN
SALT LAKE COUNTY

MY COMMISSION No. 728907

Steve Oldknow
PRINTED FULL NAME OF NOTARY

PAGE 1 OF 1	04/17/2024

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
3340 NORTH CENTER STREET
LEHI, UT 84043
(801) 407-6841
CONTACT: BRAD MACKAY

PREPARED BY

FOCUS®
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

COMCAST

Comcast, approves this plat solely for the purpose of confirming that the plat contains public utility easements. Comcast does not warrant the location of any public utility easements. This approval does not modify, affect, or waive any rights, obligations, or liabilities provided by law or equity or under any easements, rights-of-way, agreements, or laws, including, without limitation, any laws applicable to prescriptive rights. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication and the notes, and does not constitute a guarantee of provision of telecommunications services or the terms of such services.

BY [signature]
TITLE NPM

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 affect any right that Rocky Mountain Power has under
(1) A recorded easement or right-of-way
(2) The law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
(4) Any other provision of law

ROCKY MOUNTAIN POWER 02/26/25 DATE

DIRECT COMMUNICATIONS

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

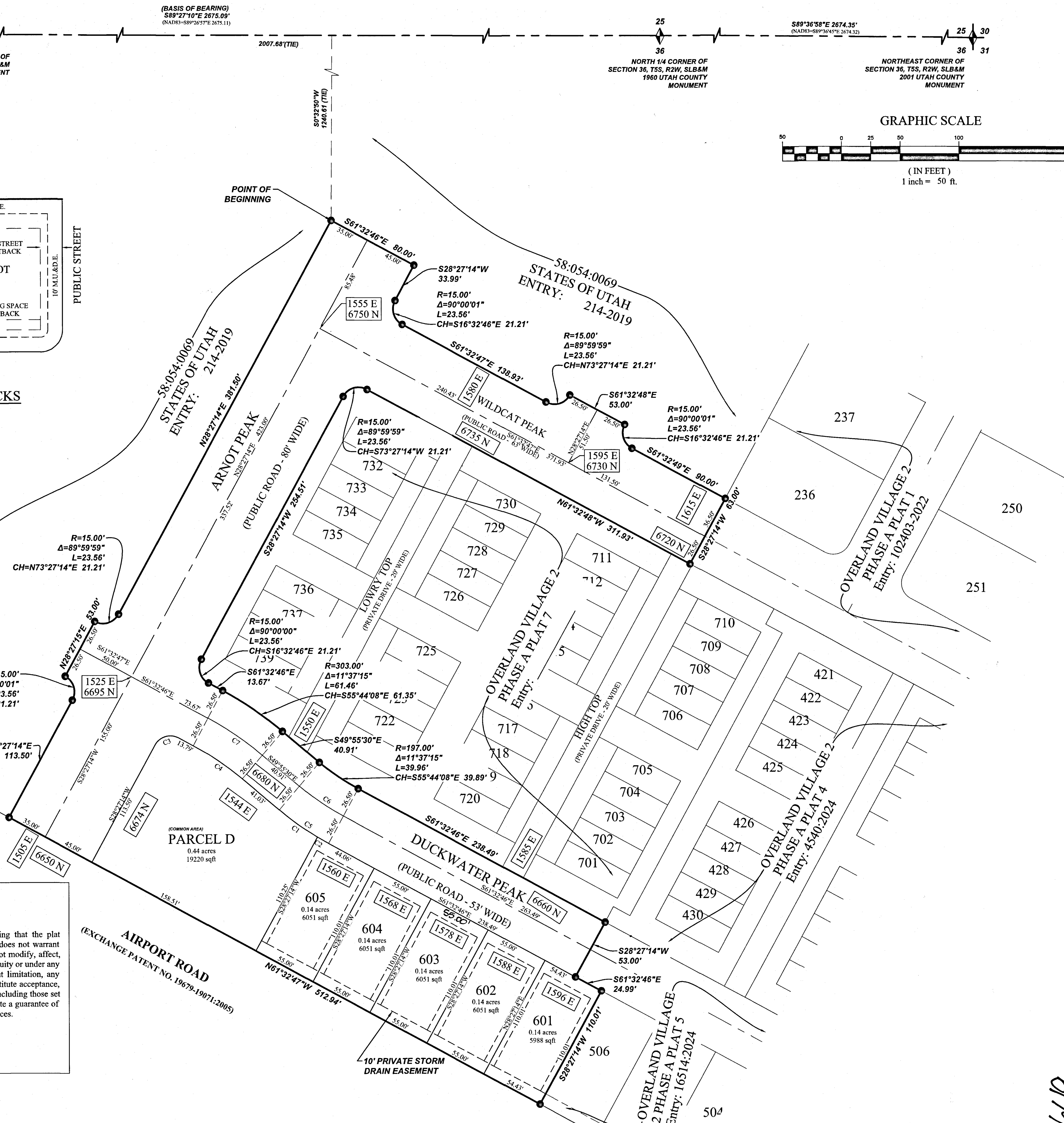
DIRECT COMMUNICATIONS 2/28/2025 DATE

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 ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

Approved this 6 DAY OF January A.D. 2025
By: [signature]
Title: [signature]



Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	250.00	9°06'42"	39.76	N54°28'51"W	39.72
C2	250.00	2°30'33"	10.95	N60°17'29"W	10.95
C3	15.00	90°00'00"	23.56	S73°27'14"W	21.21
C4	250.00	11°33'55"	50.46	N55°44'08"W	50.38
C5	250.00	11°37'15"	50.71	S55°44'08"E	50.62
C6	223.50	11°37'15"	45.33	S55°44'08"E	45.25
C7	276.50	11°37'15"	56.08	N55°44'08"W	55.98

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF UTAH

ON THE 16th DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME Michelle E. Mcconkie WHO BEING BY ME DULY SWORN DID SAY THAT SHE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 05/06/2025

Alan Russell Roe
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 718160

Alan Russell Roe
PRINTED FULL NAME OF NOTARY

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, parcels, public streets, and easements, to be hereafter known as OVERLAND VILLAGE 2 PHASE A PLAT 6, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat.

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

12/04/24
DATE

BOUNDARY DESCRIPTION

A part of the Northwest Corner of Section 36, Township 5 South , Range 2 West, Salt Lake Base and Meridian, being a part of a parcel of land identified by Utah County as Parcel #58:054:0069, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point S89°27'10"E 2007.68 feet along the Section line and S0°32'50"W 1240.61 feet from the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence S61°32'46"E 80.00 feet; thence S28°27'14"W 33.99 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'01" Chord: S16°32'46"E 21.21 feet; thence S61°32'47"E 138.93 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 89°59'59" Chord: N73°27'14"E 21.21 feet; thence S61°32'48"E 53.00 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: 61°32'46"E) a distance of 23.56 feet through a central angle of 90°00'01" Chord: S16°32'46"E 21.21 feet; thence S61°32'49"E 90.00 feet to the westerly boundary line of OVERLAND VILLAGE 2 PHASE A PLAT 1 SUBDIVISION recorded on September 21, 2022 as Entry No. 102403:2022 in the office of the Utah County Recorder; thence along westerly boundary line of said plat S28°27'14"W 63.00 feet; thence N61°32'48"W 311.93 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S28°27'13"W) a distance of 23.56 feet through a central angle of 89°59'59" Chord: S73°27'14"W 21.21 feet; thence S28°27'14"W 254.51 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S16°32'46"E 21.21 feet; thence S61°32'46"E 13.67 feet; thence along the arc of a curve to the right with a radius of 303.00 feet a distance of 61.46 feet through a central angle of 11°37'15" Chord: S55°44'08"E 61.35 feet; thence S49°55'30"E 40.91 feet; thence along the arc of a curve to the left with a radius of 197.00 feet a distance of 39.96 feet through a central angle of 11°37'15" Chord: S55°44'08"E 39.89 feet; thence S61°32'46"E 238.49 feet; thence S28°27'14"W 53.00 feet; thence S61°32'46"E 24.99 feet; thence S28°27'14"W 110.01 feet; thence N61°32'47"W 512.94 feet; thence N28°27'14"E 113.50 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'01" Chord: N16°32'46"W 21.21 feet; thence N28°27'15"E 53.00 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: N28°27'13"E) a distance of 23.56 feet through a central angle of 89°59'59" Chord: N73°27'14"E 21.21 feet; thence N28°27'14"E 381.50 feet to the point of beginning.

Containing 3.21 acres +/-
5 LOTS, 1 PARCEL

OWNERS DEDICATION

THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, PARCEL D, AND PUBLIC ROADS. THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"),

DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS FOR THE BENEFIT OF THE CITY AND THE PUBLIC, AND

SITLA DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF UTAH CODE 10-9A-604(1)(D) TO THE OVERLAND MASTER ASSOCIATION, 11274 SOUTH KESTREL RISE ROAD, SUITE F, SOUTH JORDAN, UTAH, 84009 THE PARCEL OF LAND DEPICTED ON THIS PLAT AS PARCEL D.

EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS CONVEYED AND DEDICATED BY SITLA.

SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, MUNICIPAL UTILITY & DRAINAGE EASEMENTS ("M.U. & D. E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF, AND

SITLA DOES HEREBY DEDICATE UNDER THE PROVISIONS OF UTAH CODE 10-9A-604(1)(D) TO THE OVERLAND MASTER ASSOCIATION, 11274 SOUTH KESTREL RISE ROAD, SUITE F, SOUTH JORDAN, UTAH, 84009, THE EASEMENT DEPICTED ON THE PLAT AS A PRIVATE STORM DRAIN EASEMENT.

ALL LOTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466:2017

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF December, 2024.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

DIRECTOR [signature] Michelle McConkie
APPROVED AS TO FORM: SEAN REYES, UTAH ATTORNEY GENERAL

By: [signature]
SPECIAL ASSISTANT ATTORNEY GENERAL

By: Chris Shiraldi
Its:

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 4 DAY OF March, 2025

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

#19649

PHASE "A" PLAT 6

OVERLAND VILLAGE 2

SUBDIVISION
LOCATED IN A PART OF SECTION 36, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	~~NOTARY PUBLIC~~ City SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12/04/24 No. 12554439 JUSTIN LUNDBERG STATE OF UTAH	EAGLE MOUNTAIN 19 96 CORPORATE SEAL	PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 1-15-2025 STATE OF UTAH	ENT 17008:2025 MAP# 19649 ANDREA ALLEN UTAH COUNTY RECORDER 2025 Mar 10 03:38 PM FEE 62.00 BY LM RECORDED FOR EAGLE MOUNTAIN CITY

Sec 36, T5S, R2W, SLB+M TU038 JW

Z:_2022\22-0405 Overland Village 2 Phase A Plat 6 & 7\design 22-0405\dwg\sheets\C2.0-FINAL PLAT 6.dwg

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

ENGINEERING

Tuesday, September 9, 2025

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

SUBJECT: **Overland Village 2 phase 'A' plats 6 & 7 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

Vince Hogge

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

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Overland Village 2 phase 'A'
plats 6 & 7
Reduced

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

1st Revised Bond Release		
Original Bond Amount:	$	380,789.14
Previous Release Amount:	$	-
Amount to Release this Period:	$	216,277.04
Amount Remaining in Bond :	$	164,512.10

Bond Releases Summary		
#1	$	216,277.04
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	216,277.04

9/9/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED Previous Period	This Period	% to date	MONIES RELEASED This Period	To Date
1	**EARTHWORK/MISC.**										
a	Clear and grub	158744	0	SF	$0.07	$0.00	0	158744	100%	$0.00	$0.00
b	Mass Ex. Cut & fill	3460	0	CY	$4.67	$0.00	0	3460	100%	$0.00	$0.00
c	Import material	15430	0	TON	$17.47	$0.00	0	15430	100%	$0.00	$0.00
d	Rough grade	92375	0	SF	$0.15	$0.00	0	92375	100%	$0.00	$0.00
e	Grade trench spoils	5865	0	CY	$3.07	$0.00	0	5865	100%	$0.00	$0.00
f	Grade pond	13400	1340	SF	$0.24	$321.60	0	13400	100%	$321.60	$321.60
g	Construction entrance	3750	0	SF	$2.41	$0.00	0	3750	100%	$0.00	$0.00
h	Inlet protection	16	16	EA	$200.00	$3,200.00	0	16	100%	$3,200.00	$3,200.00
i	Compaction testing	1	1	LS	$19,085.00	$19,085.00	0	1	100%	$19,085.00	$19,085.00
2	**ROADWAY IMPROVEMENTS**										
a	3" asphalt	64092	0	SF	$2.01	$0.00	0	64092	100%	$0.00	$0.00
b	6" road base	60607	0	SF	$0.93	$0.00	0	60607	100%	$0.00	$0.00
c	9" subbase	92375	0	SF	$0.92	$0.00	0	92375	100%	$0.00	$0.00
d	30" high back curb	2761	0	LF	$30.86	$0.00	0	2761	100%	$0.00	$0.00
e	24" high back curb	1195	0	LF	$26.00	$0.00	0	1195	100%	$0.00	$0.00
f	3" Asphalt trail	9473	9473	SF	$3.30	$31,260.90	0	9473	100%	$31,260.90	$31,260.90
g	4" sidewalk	8499	8499	SF	$7.32	$62,212.68	0	8499	100%	$62,212.68	$62,212.68
h	Drive approach	3875	3875	SF	$10.20	$39,525.00	0	3875	100%	$39,525.00	$39,525.00
i	ADA ramps	14	14	EA	$637.00	$8,918.00	0	14	100%	$8,918.00	$8,918.00
j	Parking bumpers	8	8	EA	$218.00	$1,744.00	0	8	100%	$1,744.00	$1,744.00
3	**CULINARY WATER**										
a	8" PVC water main	1334	0	LF	$55.42	$0.00	0	1334	100%	$0.00	$0.00
b	8" gate valve	11	0	EA	$3,345.00	$0.00	0	11	100%	$0.00	$0.00
c	Fire hydrant	2	0	EA	$8,102.50	$0.00	0	2	100%	$0.00	$0.00
d	2" water service	1	0	EA	$10,745.00	$0.00	0	1	100%	$0.00	$0.00
e	1" water service	1	0	EA	$5,110.00	$0.00	0	1	100%	$0.00	$0.00
f	3/4" water service	43	0	EA	$2,000.00	$0.00	0	43	100%	$0.00	$0.00
g	2" blow off	3	0	EA	$3,265.00	$0.00	0	3	100%	$0.00	$0.00
h	Trench back fill	1000	0	TON	$13.10	$0.00	0	1000	100%	$0.00	$0.00
4	**STORM DRAIN**										
a	24" storm drainpipe	207	20.7	LF	$78.30	$1,620.81	0	207	100%	$1,620.81	$1,620.81
b	18" storm drainpipe	734	73.4	LF	$60.60	$4,448.04	0	734	100%	$4,448.04	$4,448.04
c	15" storm drainpipe	817	81.7	LF	$54.20	$4,428.14	0	817	100%	$4,428.14	$4,428.14
d	60" storm drain manhole	5	0.5	EA	$5,435.00	$2,717.50	0	5	100%	$2,717.50	$2,717.50
e	Combo box 3x6 w/sump & snout	3	0.3	EA	$6,911.67	$2,073.50	0	3	100%	$2,073.50	$2,073.50
f	Double combo box	1	0.1	EA	$10,385.00	$1,038.50	0	1	100%	$1,038.50	$1,038.50
g	Curb inlet 2x3	7	0.7	EA	$4,030.00	$2,821.00	0	7	100%	$2,821.00	$2,821.00
h	Double curb inlet	1	0.1	EA	$8,060.00	$806.00	0	1	100%	$806.00	$806.00
i	Flared end section	2	0.2	EA	$6,290.00	$1,258.00	0	2	100%	$1,258.00	$1,258.00
j	lot LID storm drain sump	5	0.5	EA	$3,540.00	$1,770.00	0	5	100%	$1,770.00	$1,770.00
k	Import fill	955	95.5	TON	$13.10	$1,251.05	0	955	100%	$1,251.05	$1,251.05
5	**SEWER**										
a	10" sewer pipe	944	94.4	LF	$59.00	$5,569.60	0	944	100%	$5,569.60	$5,569.60
b	8" sewer pipe	674	67.4	LF	$51.80	$3,491.32	0	674	100%	$3,491.32	$3,491.32
c	60" manhole	3	0.3	EA	$5,745.00	$1,723.50	0	3	100%	$1,723.50	$1,723.50
d	48" manhole	5	0.5	EA	$6,115.00	$3,057.50	0	5	100%	$3,057.50	$3,057.50
e	4" sewer lateral	39	3.9	EA	$1,620.00	$6,318.00	0	39	100%	$6,318.00	$6,318.00
f	4" sewer lateral	4	0.4	EA	$1,965.00	$786.00	0	4	100%	$786.00	$786.00
g	Connect to existing	2	0.2	EA	$2,280.00	$456.00	0	2	100%	$456.00	$456.00
h	Trench back fill	3340	334	TON	$13.10	$4,375.40	0	3340	100%	$4,375.40	$4,375.40
	TOTAL CONSTRUCTION COST					**$216,277.04**					
	Original 10% Bond Coverage					$164,512.10					
							Released this Period			$216,277.04	
	TOTAL BOND AMOUNT:					**$380,789.14**					

Vince Hugo
Vince Hugo P.E.
Engineering Director

9-9-2025
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

9/9/25
Date

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

ENGINEERING

DATE: Tuesday, September 9, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Assistant
SUBJECT: Overland Village 2 phase "A" plats 6, 7, 8, & 9 walk through-updated

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A walk-thru was performed. The following were present.
Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. ~~Need the Auto CAD as-build.~~
3. ~~Place street and stop signs, private roads to have blue street signs, public roads green street signs.~~
4. ~~Crack seal the phase lines.~~

Wild Cat Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb that are cracked to be look at exit warranty.
3. ~~Crack seal the ADA ramps between the asphalt and the concrete.~~
4. ~~Lot #731 the combo box by intersection grout the pipes.~~
5. ~~Lot #810 air vac corp. to be turned on and lid to say water not storm.~~

Duckwater Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Lot #601 tie in water valve clean.~~
4. ~~Lot #'s 601 thru 605 missing the sewer stamps and sewer boards. Place a brass pin in the curb with a 'S' stamp on the pin.~~
5. ~~Detention pond storm drain combo box grout the pipes, and the edge under the inlet grate. Lid to be storm drain not sewer.~~
6. ~~Lot #721 the irrigation vault to be fixed to city spec.~~
7. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
8. ~~Blow off to the west past Arnot Peak to be brought to grade, accessible and plastic hand tight cap placed on the pipe.~~

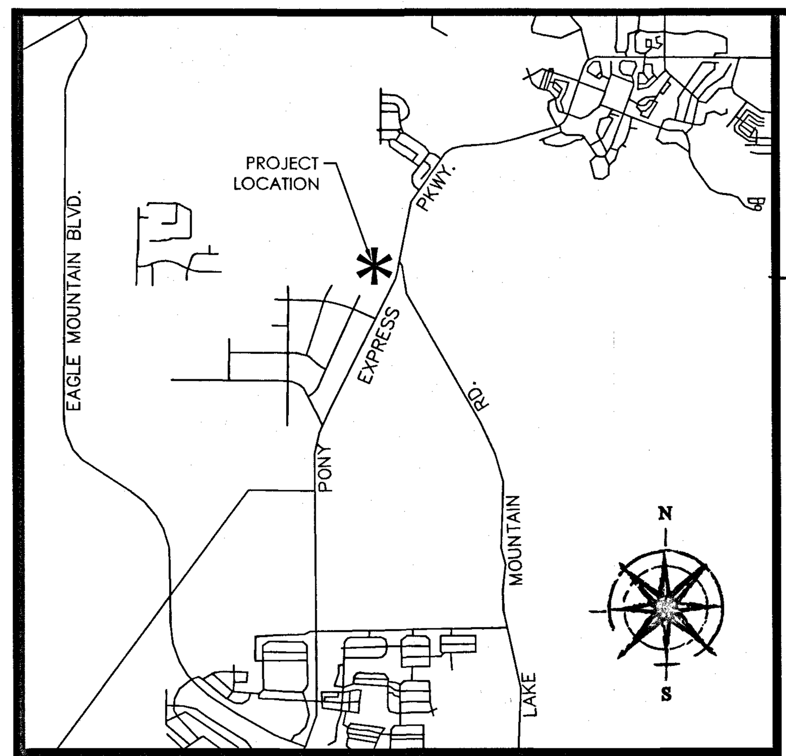
Arnot Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
3. ~~Valves at the intersection of Duckwater Peak to be cleaned.~~
4. ~~Valves at the intersection of Wild Cat Peak to be cleaned.~~
5. ~~North blow of valve and pipe to be brought to grade and plastic hand tight cap placed on the pipe.~~
6. ~~West side services missing sewer and water stamps. Place a brass pin in the curb with a "w' for water and a 'S' for sewer stamped on the pin. Place marker boards as well.~~

Kuna Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Intersection of Wild Cat Peak sewer manhole clean & add fix lower step, still suck in place.~~
4. ~~Intersection of Wild Cat peak on the east side storm drain manhole add step and clean.~~
5. ~~Lot #809 sewer manhole clean.~~
6. ~~All the Alleys on plat 9 bring sewer manholes to grade and place collars, add steps, grout pipes, & clean if needs after asphalt has been placed. Missing sewer stamps.~~
7. ~~Lot # 925 & 924 storm drain box to be cleaned and snout placed.~~
8. ~~Lot # 913 & 913 irrigation vault to be fixed to city spec.~~
9. ~~Lot #'s 804 & 803 turn hydrant towards the road.~~
10. ~~Lot # 803 chunks of wood are in the asphalt to be removed and asphalt fixed.~~
11. ~~Lot # 801 air vac to be finished and turned on.~~

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



VICINITY MAP
N.T.S

LEGEND

(line)	BOUNDARY
(line)	SECTION LINE
(line)	EASEMENT
(line)	RIGHT-OF-WAY LINE
(line)	CENTER LINE
(line)	BUILDING SETBACK
(line)	EXISTING PROPERTY LINE
(symbol)	BOUNDARY MARKERS
(symbol)	SECTION MONUMENT (FOUND)
(symbol)	STREET MONUMENT
(hatch)	PRIVATE OWNERSHIP
(hatch)	LIMITED COMMON AREA
(blank)	COMMON AREA

NOTES:
1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
3) ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED
4) ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOA
5) PARCELS W, U, AND V TO BE OWNED AND MAINTAINED BY THE HOA.
6) MU&DE = MUNICIPAL UTILITY AND DRAINAGE EASEMENT, AND WILL ALSO SERVE AS A PUBLIC UTILITY EASEMENT.
7) ALL PRIVATE DRIVES TO BE OWNED AND MAINTAINED BY THE HOA.

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP

PRINTED NAME OF OWNER: AUTHORIZED SIGNATURE:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD

} S.S.

STATE OF UTAH
COUNTY OF SALT LAKE

ON THE 4 DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: Feb 01 2027

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 728907

Steve Oldknow
PRINTED FULL NAME OF NOTARY

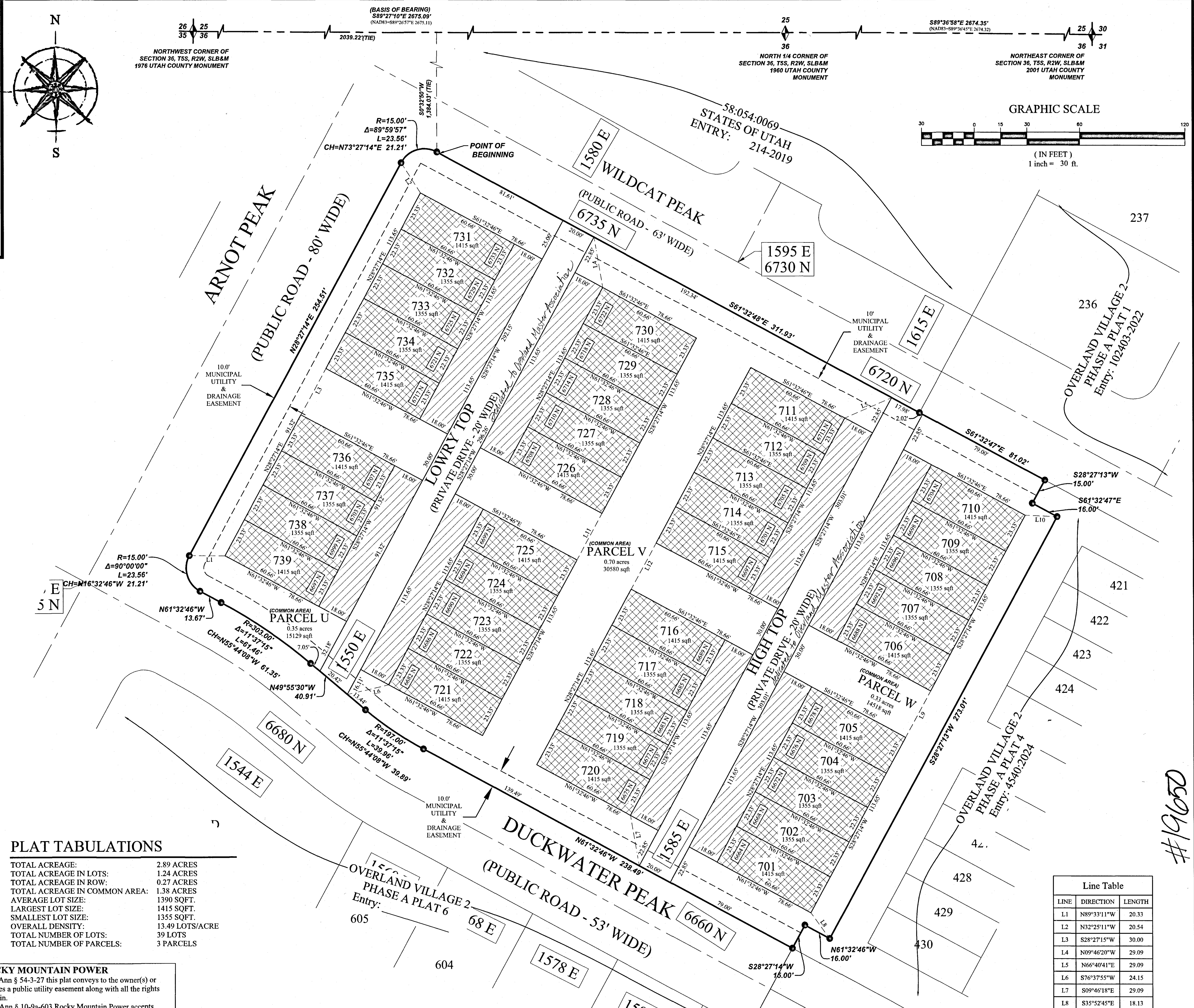
STEVE OLDKNOW
Notary Public - State of Utah
Comm. No. 728907
My Commission Expires on
Feb 1, 2027

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
3340 NORTH CENTER STREET
LEHI, UT 84043
(801) 407-6841
CONTACT: BRAD MACKAY

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com



PLAT TABULATIONS

TOTAL ACREAGE:	2.89 ACRES
TOTAL ACREAGE IN LOTS:	1.24 ACRES
TOTAL ACREAGE IN ROW:	0.27 ACRES
TOTAL ACREAGE IN COMMON AREA:	1.38 ACRES
AVERAGE LOT SIZE:	1390 SQFT.
LARGEST LOT SIZE:	1415 SQFT.
SMALLEST LOT SIZE:	1355 SQFT.
OVERALL DENSITY:	13.49 LOTS/ACRE
TOTAL NUMBER OF LOTS:	39 LOTS
TOTAL NUMBER OF PARCELS:	3 PARCELS

Line Table

LINE	DIRECTION	LENGTH
L1	N89°33'11"W	20.33
L2	N32°25'11"W	20.54
L3	S28°27'15"W	30.00
L4	N09°46'20"W	29.09
L5	N66°40'41"E	29.09
L6	S76°37'55"W	24.15
L7	S09°46'18"E	29.09
L8	S35°52'45"E	18.13
L9	S28°27'15"W	30.00
L10	S87°13'06"E	18.13
L11	S28°27'15"W	30.00
L12	S28°27'14"W	30.00

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 affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER — DATE 1/8/25

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS — DATE 1/10/25

PAGE 1 OF 1 | 04/17/2024

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 ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

Approved this 6 DAY OF January A.D. 2025
By:
Title: Pre Con Rep II

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF UTAH

ON THE 16th DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME Michelle E. Mcconkie WHO BEING BY ME DULY SWORN DID SAY THAT SHE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 05/06/2025

Alan Russell Roe
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 718160

Alan Russell Roe
PRINTED FULL NAME OF NOTARY

COMCAST

Comcast, approves this plat solely for the purpose of confirming that the plat contains public utility easements. Comcast does not warrant the location of any public utility easements. This approval does not modify, affect, or waive any rights, obligations, or liabilities provided by law or equity or under any easements, rights-of-way, agreements, or laws, including, without limitation, any laws applicable to prescriptive rights. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication and the notes, and does not constitute a guarantee of provision of telecommunications services or the terms of such services.

BY
TITLE NPM

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, parcels, private drives, and easements, to be hereafter known as OVERLAND VILLAGE 2 PHASE A PLAT 7, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat.

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

DATE 12/04/24

BOUNDARY DESCRIPTION

A part of the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, being a part of a parcel of land identified by Utah County as Parcel #58:054:0069, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point S89°27'10"E 2039.22 feet along the Section line and S0°32'50"W 1384.03 feet from the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence S61°32'48"E 311.93 feet; thence S61°32'47"E 81.02 feet; thence S28°27'13"W 15.00 feet; thence S61°32'47"E 16.00 feet; thence S28°27'13"W 273.01 feet; thence N61°32'46"W 16.00 feet; thence S28°27'14"W 15.00 feet; thence N61°32'46"W 238.49 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 197.00 feet (radius bears: N28°27'15"E) a distance of 39.96 feet through a central angle of 11°37'15" Chord: N55°44'08"W 39.89 feet; thence N49°55'30"W 40.91 feet; thence along the arc of a curve to the left with a radius of 303.00 feet a distance of 61.46 feet through a central angle of 11°37'15" Chord: N55°44'08"W 61.35 feet; thence N61°32'46"W 13.67 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N16°32'46"W 21.21 feet; thence N28°27'14"E 254.51 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S61°32'45"E) a distance of 23.56 feet through a central angle of 89°59'57" Chord: N73°27'14"E 21.21 feet to the point of beginning.

Containing 2.89 acres +/-.
39 LOTS, 3 PARCELS

OWNERS DEDICATION

THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, COMMON AREA, AND LIMITED COMMON AREAS [and private drives]. THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF UTAH CODE 10-9A-604(1)(D) TO THE OVERLAND MASTER ASSOCIATION, 11274 SOUTH KESTREL RISE ROAD, SUITE F, SOUTH JORDAN, UTAH, 84009 THE AREAS DEPICTED ON THIS PLAT AS COMMON AREA AND LIMITED COMMON AREA FOR THE BENEFIT OF ITS MEMBERS.

EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS CONVEYED AND DEDICATED BY SITLA.

SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, MUNICIPAL UTILITY & DRAINAGE EASEMENTS ("M.U. & D. E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. ALL LOTS, COMMON AREAS, AND LIMITED COMMON AREAS AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466:2017

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF December, 2024.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

DIRECTOR — Michelle McConkie

APPROVED AS TO FORM: ~~SEAN REYES~~, UTAH ATTORNEY GENERAL

By:
SPECIAL ~~ASSISTANT~~ ATTORNEY GENERAL
Chris Shiraldi

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 4 DAY OF March, 2025

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PHASE "A" PLAT 7

OVERLAND VILLAGE 2

SUBDIVISION
LOCATED IN A PART OF SECTION 36, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	~~NOTARY PUBLIC SEAL~~ City Seal	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12/04/24 No. 12554439 JUSTIN LUNDBERG STATE OF UTAH	EAGLE MOUNTAIN 19 96 CORPORATE SEAL	PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 1-15-2024 STATE OF UTAH	ENT 17009:2025 MAP# 19650 ANDREA ALLEN UTAH COUNTY RECORDER 2025 Mar 10 03:38 PM FEE 134.00 BY LM RECORDED FOR EAGLE MOUNTAIN CITY

Sec 36, T5S, R2W, SLB+M TU038 JW

Z:_2022\22-0405 Overland Village 2 Phase A Plat 6 & 7\design 22-0405\dwg\sheets\C2.0-FINAL PLAT 7.dwg

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

ENGINEERING

Tuesday, September 9, 2025

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

SUBJECT: **Overland Village 2 phase 'A' plat 8 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

Vince Hogge

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

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Overland Village 2 phase 'A' plat 8
Reduced

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

1st Bond Release		
Original Bond Amount:	$	99,890.31
Previous Release Amount:	$	-
Amount to Release this Period:	$	36,365.08
Amount Remaining in Bond :	$	63,525.23

Bond Releases Summary		
#1	$	36,365.08
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	36,365.08

9/9/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED Previous Period	This Period	% to date	MONIES RELEASED This Period	To Date
1	**EARTHWORK/MISC.**										
a	Clear and grub	53710	0	SF	$0.07	$0.00	0	53710	100%	$0.00	$0.00
b	Mass Ex. Cut & fill	150	0	CY	$4.67	$0.00	0	150	100%	$0.00	$0.00
c	Site grade cut	7930	0	CY	$4.59	$0.00	0	7930	100%	$0.00	$0.00
d	Rough grade	31710	0	SF	$0.15	$0.00	0	31710	100%	$0.00	$0.00
e	Haul excess soils	12190	0	CY	$7.03	$0.00	0	12190	100%	$0.00	$0.00
f	Construction entrance	1875	0	SF	$2.41	$0.00	0	1875	100%	$0.00	$0.00
g	Inlet protection	4	4	EA	$467.22	$1,868.88	0	4	100%	$1,868.88	$1,868.88
h	Compaction testing	1	1	LS	$13,743.34	$13,743.34	0	1	100%	$13,743.34	$13,743.34
2	**ROADWAY IMPROVEMENTS**										
a	3" asphalt	20580	0	SF	$2.18	$0.00	0	20580	100%	$0.00	$0.00
b	6" road base	20580	0	SF	$0.93	$0.00	0	20580	100%	$0.00	$0.00
c	9" subbase	24260	0	SF	$0.97	$0.00	0	24260	100%	$0.00	$0.00
d	30" modified curb	1480	0	LF	$31.52	$0.00	0	1480	100%	$0.00	$0.00
e	Street sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
f	Drive approach	300	300	SF	$10.20	$3,060.00	0	300	100%	$3,060.00	$3,060.00
3	**CULINARY WATER**										
a	8" PVC water main	780	0	LF	$56.40	$0.00	0	780	100%	$0.00	$0.00
b	8" gate valve	5	0	EA	$3,479.83	$0.00	0	5	100%	$0.00	$0.00
c	Fire hydrant	1	0	EA	$9,809.29	$0.00	0	1	100%	$0.00	$0.00
d	3/4" water service	43	0	EA	$2,000.00	$0.00	0	43	100%	$0.00	$0.00
e	Air vac	1	0	EA	$6,524.37	$0.00	0	1	100%	$0.00	$0.00
f	Trench back fill	720	0	TON	$14.46	$0.00	0	720	100%	$0.00	$0.00
4	**STORM DRAIN**										
a	12" storm drain	24	2.4	LF	$68.63	$164.71	0	24	100%	$164.71	$164.71
b	15" storm drainpipe	344	34.4	LF	$67.60	$2,325.44	0	344	100%	$2,325.44	$2,325.44
c	Curb inlet 2x3	1	0.1	EA	$4,217.28	$421.73	0	1	100%	$421.73	$421.73
d	Combo box 3x6 w/sump & snout	1	0.1	EA	$6,855.24	$685.52	0	1	100%	$685.52	$685.52
e	Storm drain core existing	1	0.1	EA	$2,186.32	$218.63	0	1	100%	$218.63	$218.63
f	Import backfill	90	9	TON	$14.46	$130.14	0	90	100%	$130.14	$130.14
5	**SEWER**										
a	8" sewer pipe	714	71.4	LF	$54.80	$3,912.72	0	714	100%	$3,912.72	$3,912.72
b	60" manhole	3	0.3	EA	$6,709.72	$2,012.92	0	3	100%	$2,012.92	$2,012.92
c	48" manhole	1	0.1	EA	$6,650.00	$665.00	0	1	100%	$665.00	$665.00
d	4" sewer lateral	10	1	EA	$2,433.73	$2,433.73	0	10	100%	$2,433.73	$2,433.73
e	Trench back fill	2920	292	TON	$14.46	$4,222.32	0	2920	100%	$4,222.32	$4,222.32
	TOTAL CONSTRUCTION COST					**$36,365.08**					
	Original 10% Bond Coverage					$63,525.23	Released this Period			$36,365.08	
	TOTAL BOND AMOUNT:					**$99,890.31**					

Vince Hogge, P.E.
Engineering Director

9-9-2025
Date

Robert Ballif
Engineering Tech. II

9/9/25
Date

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

ENGINEERING

DATE: Tuesday, September 9, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Assistant
SUBJECT: Overland Village 2 phase "A" plats 6, 7, 8, & 9 walk through-updated

---

A walk-thru was performed. The following were present.
Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. ~~Need the Auto CAD as-build.~~
3. ~~Place street and stop signs, private roads to have blue street signs, public roads green street signs.~~
4. ~~Crack seal the phase lines.~~

Wild Cat Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb that are cracked to be look at exit warranty.
3. ~~Crack seal the ADA ramps between the asphalt and the concrete.~~
4. ~~Lot #731 the combo box by intersection grout the pipes.~~
5. ~~Lot #810 air vac corp. to be turned on and lid to say water not storm.~~

Duckwater Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Lot #601 tie in water valve clean.~~
4. ~~Lot #'s 601 thru 605 missing the sewer stamps and sewer boards. Place a brass pin in the curb with a 'S' stamp on the pin.~~
5. ~~Detention pond storm drain combo box grout the pipes, and the edge under the inlet grate. Lid to be storm drain not sewer.~~
6. ~~Lot #721 the irrigation vault to be fixed to city spec.~~
7. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
8. ~~Blow off to the west past Arnot Peak to be brought to grade, accessible and plastic hand tight cap placed on the pipe.~~

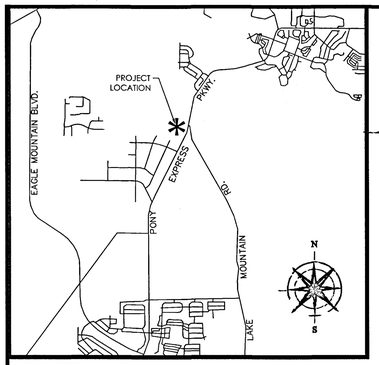
Arnot Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
3. ~~Valves at the intersection of Duckwater Peak to be cleaned.~~
4. ~~Valves at the intersection of Wild Cat Peak to be cleaned.~~
5. ~~North blow of valve and pipe to be brought to grade and plastic hand tight cap placed on the pipe.~~
6. ~~West side services missing sewer and water stamps. Place a brass pin in the curb with a "w' for water and a 'S' for sewer stamped on the pin. Place marker boards as well.~~

Kuna Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Intersection of Wild Cat Peak sewer manhole clean & add fix lower step, still suck in place.~~
4. ~~Intersection of Wild Cat peak on the east side storm drain manhole add step and clean.~~
5. ~~Lot #809 sewer manhole clean.~~
6. ~~All the Alleys on plat 9 bring sewer manholes to grade and place collars, add steps, grout pipes, & clean if needs after asphalt has been placed. Missing sewer stamps.~~
7. ~~Lot # 925 & 924 storm drain box to be cleaned and snout placed.~~
8. ~~Lot # 913 & 913 irrigation vault to be fixed to city spec.~~
9. ~~Lot #'s 804 & 803 turn hydrant towards the road.~~
10. ~~Lot # 803 chunks of wood are in the asphalt to be removed and asphalt fixed.~~
11. ~~Lot # 801 air vac to be finished and turned on.~~

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



VICINITY MAP
N.T.S

TYPICAL BUILDING SETBACKS
N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT (M.U.&D.E.)
- RIGHT-OF-WAY LINE
- CENTER LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- BOUNDARY MARKERS
- SECTION MONUMENT (FOUND)
- STREET MONUMENT

NOTES:

1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) ALL STREETS TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
3) MU&DE = MUNICIPAL UTILITY AND DRAINAGE EASEMENT, AND WILL ALSO SERVE AS A PUBLIC UTILITY EASEMENT.

PLAT TABULATIONS

TOTAL ACREAGE:	2.25 ACRES
TOTAL ACREAGE IN LOTS:	1.49 ACRES
TOTAL ACREAGE IN ROW:	0.76 ACRES
AVERAGE LOT SIZE:	0.15 ACRES OR 6504.1 SQFT.
LARGEST LOT SIZE:	8704 SQFT.
SMALLEST LOT SIZE:	5775 SQFT.
OVERALL DENSITY:	4.44 LOTS/ACRE
TOTAL NUMBER OF LOTS:	10 LOTS
TOTAL ASPHALT AREA:	0.47 ACRES

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP

PRINTED NAME OF OWNER: Ryan Tesch AUTHORIZED
SIGNATURE:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 9TH DAY OF January, 2025, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 02-07-2027
COMMISSIONED IN A NOTARY PUBLIC
Utah COUNTY UTAH RESIDING IN
MY COMMISSION No. 729274
Brad Mackay
FULL NAME OF NOTARY PRINTED

BRAD MACKAY
Notary Public, State of Utah
My Commission Expires on
February 07, 2027
Comm. Number: 729274

PAGE 1 OF 1	05/09/2024

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
3340 NORTH CENTER STREET
LEHI, UT 84043
(801) 407-6841
CONTACT: BRAD MACKAY

PREPARED BY

FOCUS®
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

ROCKY MOUNTAIN POWER

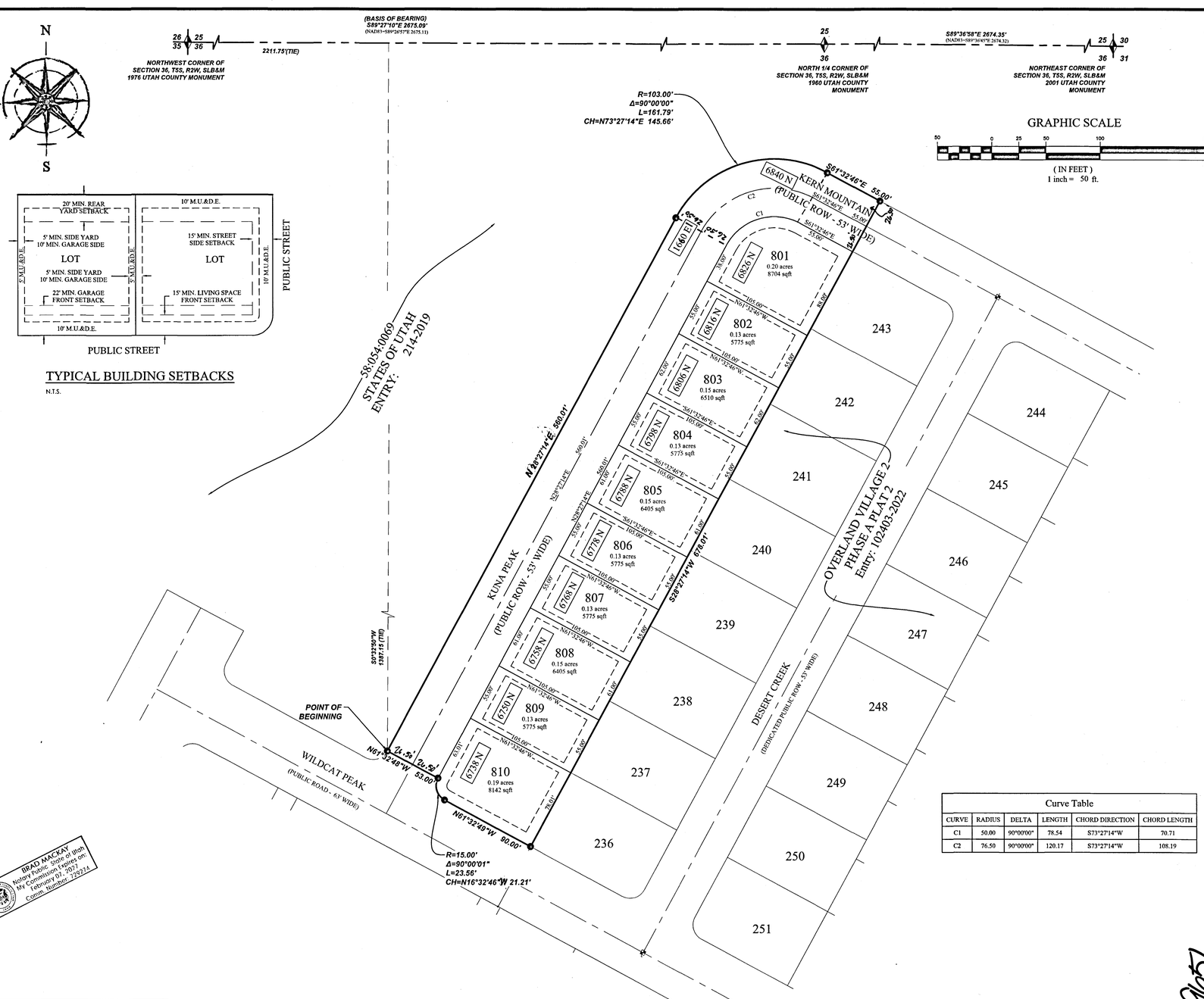
1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this 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 affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER — 1/8/25 DATE

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS — 1/10/25 DATE



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	50.00	90°00'00"	78.54	S73°27'14"W	70.71
C2	76.50	90°00'00"	120.17	S73°27'14"W	108.19

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 ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS 16 DAY OF January A.D. 2025
BY: [signature]
TITLE Pro on Mt

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF UTAH

ON THE 20 DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME Michelle McConkie, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 3.17.2027 — A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 730032 — Tonya L Mortensen PRINTED FULL NAME OF NOTARY

COMCAST

Comcast, approves this plat solely for the purpose of confirming that the plat contains public utility easements. Comcast does not warrant the location of any public utility easements. This approval does not modify, affect, or waive any rights, obligations, or liabilities provided by law or equity or under any easements, rights-of-way, agreements, or laws, including, without limitation, any laws applicable to prescriptive rights. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication and the notes, and does not constitute a guarantee of provision of telecommunications services or the terms of such services.

BY [signature]
TITLE NPM

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, parcels, public streets, and easements, to be hereafter known as OVERLAND VILLAGE 2 PHASE "A" PLAT 8, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat.

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

12/13/24
DATE

BOUNDARY DESCRIPTION

A part of the Northwest Quarter Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located along the Northerly right of way of Wildcat Peak, established by Overland Village 2, Phase "A" Plat 6 on file in the Utah County Recorders Office as Entry No. **(To Be Recorded)** said point also being S89°27'10"E 2211.75 feet along the Section line and S0°32'50"W 1387.15 feet from the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence N28°27'14"E 560.01 feet; thence along the arc of a curve to the right with a radius of 103.00 feet a distance of 161.79 feet through a central angle of 90°00'00" Chord: N73°27'14"E 145.66 feet; thence S61°32'46"E 55.00 feet to the Northerly right of way of Kern Mountain, established by Overland Village 2 Phase "A" Plat 2 on file in the Office of the Utah County Recorder as Entry No. 71905:2023; thence continue along said plat S28°27'14"W 678.01 feet to the Northerly right of way of Wild Cat Peak, established by said Plat; thence continue along said right of way the following three (3) courses: (1) N61°32'49"W 90.00 feet; (2) thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'01" Chord: N16°32'46"W 21.21 feet; thence N61°32'48"W 53.00 feet to the point of beginning.

Containing 2.39 acres +/-

10 Lots

OWNERS DEDICATION

THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, AND PUBLIC ROADS.
THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS FOR THE BENEFIT OF THE CITY AND THE PUBLIC, AND

EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS CONVEYED AND DEDICATED BY SITLA.

SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, MUNICIPAL UTILITY & DRAINAGE EASEMENTS ("M.U. & D. E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

ALL LOTS, ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 0466:2017

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20TH DAY OF December, 2024.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
Michelle McConkie
DIRECTOR
APPROVED AS TO FORM, SEAN REYES, UTAH ATTORNEY GENERAL
Chris Finvaldi
SPECIAL ASSISTANT ATTORNEY GENERAL

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 4 DAY OF March, 2025

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

EAGLE MOUNTAIN CORPORATE SEAL 1996

Ent # 15091

PHASE "A" PLAT 8
OVERLAND VILLAGE 2
SUBDIVISION
LOCATED IN A PART OF SECTION 36, T5S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12/13/24 No. 12554439 JUSTIN LUNDBERG STATE OF UTAH	BRAD MACKAY Notary Public, State of Utah My Commission Expires on February 07, 2027 Comm. Number: 729274	PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 1-15-2025 STATE OF UTAH	ENT 17010:2025 MAP4 19651 ANDREA ALLEN UTAH COUNTY RECORDER 2025 Mar 10 03:35 PM FEE 70.00 BY LM RECORDED FOR EAGLE MOUNTAIN CITY

Z:_2023\23-0295 Overland Village 2 Phase B\design 23-0295\dwg\sheets\C2.0-FINAL PLAT.dwg 20 36 T5S R2W SLB&M T0038 JW

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

ENGINEERING

Tuesday, September 9, 2025

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

SUBJECT: **Overland Village 2 phase 'A' plat 9 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Overland Village 2 phase 'A'
plat 9
Reduced-Revised

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

1st Bond Release		
Original Bond Amount:	$	62,605.30
Previous Release Amount:	$	-
Amount to Release this Period:	$	22,619.00
Amount Remaining in Bond :	$	39,986.30

Bond Releases Summary		
#1	$	22,619.00
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	22,619.00

9/9/2025

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**EARTHWORK/MISC.**										
a	Clear and grub	22610	0	SF	$0.07	$0.00	0	22610	100%	$0.00	$0.00
b	Mass Ex. Cut & fill	2920	0	CY	$4.59	$0.00	0	2920	100%	$0.00	$0.00
c	Rough grade	10990	0	SF	$0.15	$0.00	0	10990	100%	$0.00	$0.00
d	Haul excess soils	7190	0	CY	$9.94	$0.00	0	7190	100%	$0.00	$0.00
e	Clear 8" topsoil	22610	0	SF	$0.14	$0.00	0	22610	100%	$0.00	$0.00
f	Construction entrance	1250	0	SF	$2.41	$0.00	0	1250	100%	$0.00	$0.00
g	Inlet protection	6	6	EA	$467.00	$2,802.00	0	6	100%	$2,802.00	$2,802.00
h	Compaction testing	1	1	LS	$8,960.00	$8,960.00	0	1	100%	$8,960.00	$8,960.00
i	Demo & remove sidewalk	300	300	SF	$6.39	$1,917.00	0	300	100%	$1,917.00	$1,917.00
j	Saw cutting	72	0	LF	$15.70	$0.00	0	72	100%	$0.00	$0.00
2	**ROADWAY IMPROVEMENTS**										
a	3" asphalt	8140	0	SF	$2.21	$0.00	0	8140	100%	$0.00	$0.00
b	6" road base	8140	0	SF	$1.15	$0.00	0	8140	100%	$0.00	$0.00
c	9" sub base	11380	0	SF	$1.09	$0.00	0	11380	100%	$0.00	$0.00
d	24" type 'H' curb	1000	0	LF	$28.50	$0.00	0	1000	100%	$0.00	$0.00
e	6" drive approaches	700	700	SF	$10.20	$7,140.00	0	700	100%	$7,140.00	$7,140.00
f	Street sign	3	3	EA	$300.00	$900.00	0	3	100%	$900.00	$900.00
g	Stop sign	3	3	EA	$300.00	$900.00	0	3	100%	$900.00	$900.00
3	**STORM DRAIN**										
a	Connect to existing	2	0	EA	$2,300.00	$0.00	0	2	100%	$0.00	$0.00
b	6" storm drainpipe	320	0	LF	$44.80	$0.00	0	320	100%	$0.00	$0.00
c	6" yard drain	4	0	EA	$922.00	$0.00	0	4	100%	$0.00	$0.00
d	12" yard drain	2	0	EA	$2,000.00	$0.00	0	2	100%	$0.00	$0.00
e	Import fill	5	0	TON	$14.50	$0.00	0	5	100%	$0.00	$0.00
4	**SEWER**										
a	8" sewer pipe	420	0	LF	$58.60	$0.00	0	420	100%	$0.00	$0.00
b	48" manhole	3	0	EA	$7,610.00	$0.00	0	3	100%	$0.00	$0.00
c	4" laterals	36	0	EA	$2,085.00	$0.00	0	36	100%	$0.00	$0.00
d	Import fill	4440	0	TON	$14.50	$0.00	0	4440	100%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					**$22,619.00**					
	Original 10% Bond Coverage					$39,986.30	Released this Period			$22,619.00	
	TOTAL BOND AMOUNT:					**$62,605.30**					

Vince Hogge, P.E.
Engineering Director

9-9-2025
Date

Robert Ballif
Engineering Tech. II

9/9/25
Date

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

ENGINEERING

DATE: Tuesday, September 9, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Assistant
SUBJECT: Overland Village 2 phase "A" plats 6, 7, 8, & 9 walk through-updated

---

A walk-thru was performed. The following were present.
Robert Ballif – EM Engineering Tech. II

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

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. ~~Need the Auto CAD as-build.~~
3. ~~Place street and stop signs, private roads to have blue street signs, public roads green street signs.~~
4. ~~Crack seal the phase lines.~~

Wild Cat Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb that are cracked to be look at exit warranty.
3. ~~Crack seal the ADA ramps between the asphalt and the concrete.~~
4. ~~Lot #731 the combo box by intersection grout the pipes.~~
5. ~~Lot #810 air vac corp. to be turned on and lid to say water not storm.~~

Duckwater Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Lot #601 tie in water valve clean.~~
4. ~~Lot #'s 601 thru 605 missing the sewer stamps and sewer boards. Place a brass pin in the curb with a 'S' stamp on the pin.~~
5. ~~Detention pond storm drain combo box grout the pipes, and the edge under the inlet grate. Lid to be storm drain not sewer.~~
6. ~~Lot #721 the irrigation vault to be fixed to city spec.~~
7. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
8. ~~Blow off to the west past Arnot Peak to be brought to grade, accessible and plastic hand tight cap placed on the pipe.~~

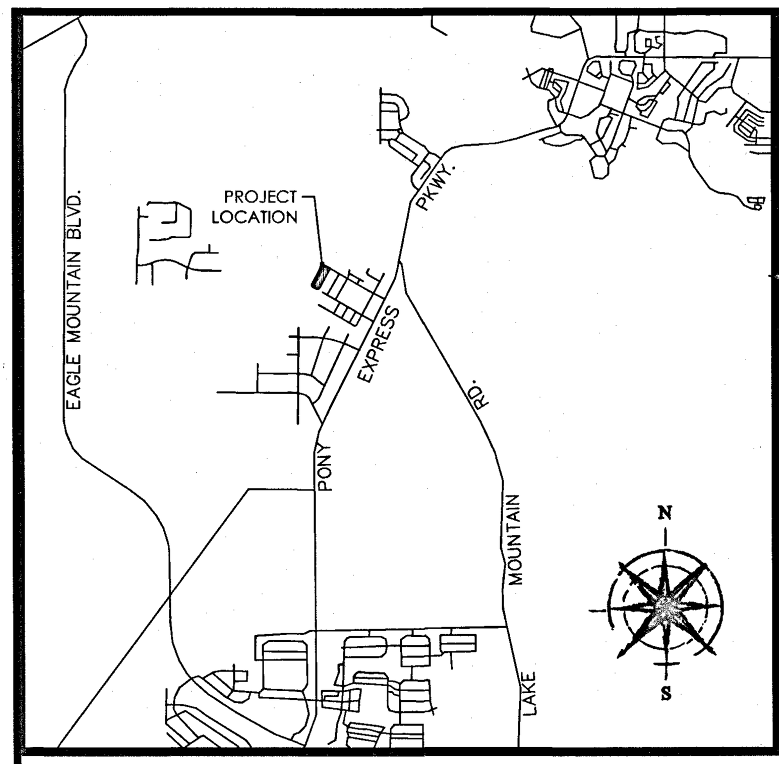
Arnot Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. ~~Crack seal the ADA ramps between the asphalt & the concrete.~~
3. ~~Valves at the intersection of Duckwater Peak to be cleaned.~~
4. ~~Valves at the intersection of Wild Cat Peak to be cleaned.~~
5. ~~North blow of valve and pipe to be brought to grade and plastic hand tight cap placed on the pipe.~~
6. ~~West side services missing sewer and water stamps. Place a brass pin in the curb with a "w' for water and a 'S' for sewer stamped on the pin. Place marker boards as well.~~

Kuna Peak:

1. ~~All sidewalks to be placed. Its own bond.~~
2. Sections of curb to be looked at exit warranty.
3. ~~Intersection of Wild Cat Peak sewer manhole clean & add fix lower step, still suck in place.~~
4. ~~Intersection of Wild Cat peak on the east side storm drain manhole add step and clean.~~
5. ~~Lot #809 sewer manhole clean.~~
6. ~~All the Alleys on plat 9 bring sewer manholes to grade and place collars, add steps, grout pipes, & clean if needs after asphalt has been placed. Missing sewer stamps.~~
7. ~~Lot # 925 & 924 storm drain box to be cleaned and snout placed.~~
8. ~~Lot # 913 & 913 irrigation vault to be fixed to city spec.~~
9. ~~Lot #'s 804 & 803 turn hydrant towards the road.~~
10. ~~Lot # 803 chunks of wood are in the asphalt to be removed and asphalt fixed.~~
11. ~~Lot # 801 air vac to be finished and turned on.~~

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



VICINITY MAP
N.T.S

LEGEND

	BOUNDARY
	SECTION LINE
	EASEMENT (M.U.&D.E.)
	RIGHT-OF-WAY LINE
	CENTER LINE
	BUILDING SETBACK
	EXISTING PROPERTY LINE
	BOUNDARY MARKERS
	SECTION MONUMENT (FOUND)
	STREET MONUMENT
	PRIVATE OWNERSHIP
	LIMITED COMMON AREA
	COMMON AREA

NOTES:
1) #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2) ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
3) ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED
4) ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOA
5) PARCEL A TO BE OWNED AND MAINTAINED BY THE HOA.
6) MU&DE = MUNICIPAL UTILITY AND DRAINAGE EASEMENT, AND WILL ALSO SERVE AS A PUBLIC UTILITY EASEMENT.
7) ALL PRIVATE DRIVES TO BE OWNED AND MAINTAINED BY THE HOA.

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS
IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP

PRINTED NAME OF OWNER: Ryan Tesch AUTHORIZED SIGNATURE:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD

} S.S.

STATE OF UTAH
COUNTY OF SALT LAKE

ON THE 9th DAY OF January, 2025, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 02-07-2027

COMMISSIONED IN A NOTARY PUBLIC
Utah COUNTY UTAH RESIDING IN
MY COMMISSION No. 729274
Brad Mackay
FULL NAME OF NOTARY PRINTED

BRAD MACKAY
Notary Public State of Utah
My Commission Expires on:
February 07, 2027
Comm. Number: 729274

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
3340 NORTH CENTER STREET
LEHI, UT 84043
(801) 407-6841
CONTACT: BRAD MACKAY

PREPARED BY

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

DIRECT COMMUNICATIONS

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

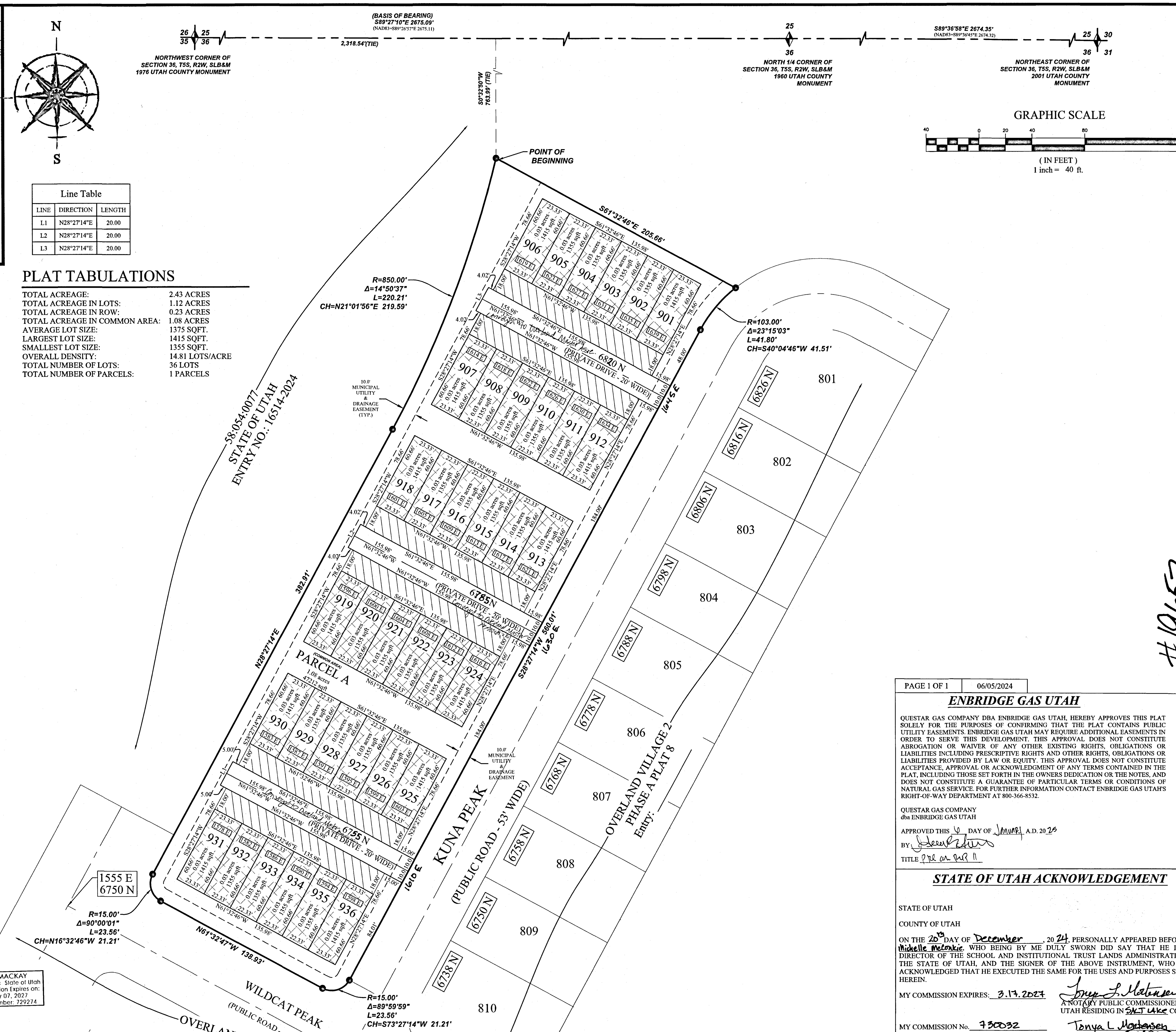
DIRECT COMMUNICATIONS 1/10/25 DATE

Line Table

LINE	DIRECTION	LENGTH
L1	N28°27'14"E	20.00
L2	N28°27'14"E	20.00
L3	N28°27'14"E	20.00

PLAT TABULATIONS

TOTAL ACREAGE:	2.43 ACRES
TOTAL ACREAGE IN LOTS:	1.12 ACRES
TOTAL ACREAGE IN ROW:	0.23 ACRES
TOTAL ACREAGE IN COMMON AREA:	1.08 ACRES
AVERAGE LOT SIZE:	1375 SQFT.
LARGEST LOT SIZE:	1415 SQFT.
SMALLEST LOT SIZE:	1355 SQFT.
OVERALL DENSITY:	14.81 LOTS/ACRE
TOTAL NUMBER OF LOTS:	36 LOTS
TOTAL NUMBER OF PARCELS:	1 PARCELS



#19652

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, parcels, private drives, and easements, to be hereafter known as OVERLAND VILLAGE 2 PHASE A PLAT 9, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat.

JUSTIN LUNDBERG 12/13/24
PROFESSIONAL LAND SURVEYOR DATE
LICENSE NO. 12554439

BOUNDARY DESCRIPTION

A part of the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning at a point S89°27'10"E 2,318.54 feet along the Section line and S0°32'50"W 763.99 feet from the Northwest Corner of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence S61°32'46"E 205.66 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 103.00 feet (radius bears: S38°17'43"E) a distance of 41.80 feet through a central angle of 23°15'03" Chord: S40°04'46"W 41.51 feet; thence S28°27'14"W 560.01 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 89°59'59" Chord: S73°27'14"W 21.21 feet; thence N61°32'47"W 138.93 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'01" Chord: N16°32'46"W 21.21 feet; thence N28°27'14"E 382.91 feet; thence along the arc of a curve to the left with a radius of 850.00 feet a distance of 220.21 feet through a central angle of 14°50'37" Chord: N21°01'56"E 219.59 feet to the point of beginning.

Containing 2.43 acres +/-.

36 LOTS, 1 PARCEL

OWNERS DEDICATION

THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, COMMON AREA, AND LIMITED COMMON AREAS.
THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF UTAH CODE 10-9A-604(1)(D) TO THE OVERLAND MASTER ASSOCIATION, 11274 SOUTH KESTREL RISE ROAD, SUITE F, SOUTH JORDAN, UTAH, 84009. THE AREAS DEPICTED ON THIS PLAT AS COMMON AREA, AND LIMITED COMMON AREAS, FOR THE BENEFIT OF ITS MEMBERS. and Private Drives

EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS CONVEYED AND DEDICATED BY SITLA.

SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, MUNICIPAL UTILITY & DRAINAGE EASEMENTS ("M.U. & D. E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

ALL LOTS, COMMON AREAS, AND LIMITED COMMON AREAS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466:2017

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF December, 2024.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

Michelle McConkie
DIRECTOR
APPROVED AS TO FORM: SEAN REYES, UTAH ATTORNEY GENERAL

SPECIAL ASSISTANT ATTORNEY GENERAL
Chris Shivaldi

PAGE 1 OF 1	06/05/2024

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 OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS 6 DAY OF January A.D. 2025
BY
TITLE

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF UTAH

ON THE 20th DAY OF December, 2024, PERSONALLY APPEARED BEFORE ME Michelle McConkie, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 3.17.2027 A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT Lake COUNTY

MY COMMISSION No. 730032 Tonya L Mortensen
PRINTED FULL NAME OF NOTARY

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 affect any right that Rocky Mountain Power has under
(1) A recorded easement or right-of-way
(2) The law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
(4) Any other provision of law

ROCKY MOUNTAIN POWER 1/8/25 DATE

COMCAST

Comcast, approves this plat solely for the purpose of confirming that the plat contains public utility easements. Comcast does not warrant the location of any public utility easements. This approval does not modify, affect, or waive any rights, obligations, or liabilities provided by law or equity or under any easements, rights-of-way, agreements, or laws, including, without limitation, any laws applicable to prescriptive rights. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication and the notes, and does not constitute a guarantee of provision of telecommunications services or the terms of such services.

BY E Valdez
TITLE NPM

EAGLE MOUNTAIN 1996 CORPORATE SEAL

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 4 DAY OF March, 2025

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

PHASE "A" PLAT 9

OVERLAND VILLAGE 2

SUBDIVISION
LOCATED IN A PART OF SECTION 36, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 12/13/24 No. 12554439 JUSTIN LUNDBERG STATE OF UTAH	BRAD MACKAY Notary Public State of Utah My Commission Expires on: February 07, 2027 Comm. Number: 729274	PROFESSIONAL ENGINEER No. 5148730-2202 VINCE R. HOGGE 1-15-2025 STATE OF UTAH	ENT 17011:2025 MAP# 19652 ANDREA ALLEN UTAH COUNTY RECORDER 2025 Mar 10 03:38 PM FEE 124.00 BY LM RECORDED FOR EAGLE MOUNTAIN CITY

Z:_2024\24-0156 Overland Village 2 Phase A Plat 9\design 24-0156\dwg\sheets\C2.0-FINAL PLAT 9.dwg Sec 36, T5S, R2W, SLB+M TU038 JW

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

SEPTEMBER 2, 2025, 4:00 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Fionnuala Kofoed, Assistant City Manager; Carson Stapley, Information Systems Manager; John Magness, Legislative and Policy Analyst; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Planning Director; Steven Lehmitz, Planner; Lacie Messerly, Deputy Recorder; Mack Straw, Assistant Public Works Director; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Assistant Public Works Director; Brad Hickman, Public Works Director; David Salazar, Assistant City Engineer; Michele Graves, Library Director; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief and Melissa Yates, Purchasing Agent.

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Deputy City Manager; and Michele Graves, Library Director.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Pro Tempore Wright called the meeting to order at 4:00 PM. He noted Mayor Westmoreland would not be in attendance due to illness. He also noted that Councilmember Jared Gray would connect electronically as his cellular service allowed.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Annexation Policy Plan

The recording of the discussion can be found online here at 00:00:37.

City Manager Benjamin Reeves explained that as part of the General Plan Update, the City needs to reevaluate the Annexation Policy Plan to guide Eagle Mountain's future growth and turned time to Planning Director Brandon Larsen

Planning Director Brandon Larsen reviewed an Annexation Policy Plan map, focusing on water, power, transportation, and energy, and noted discussions with Fairfield Mayor Holly McKinney regarding future roads, the Rodeo Grounds, and annexation plans. Councilmembers and Staff discussed impacts on Cedar Fort, road connections, and long-term transportation needs, with Mayor Pro Tempore Wright stressing the importance of flexibility for future freeway options.

2. AGENDA REVIEW

13.A. SITE PLAN - Ranches Academy Addition

The recording of the discussion can be found online here at 00:38:57.

Councilmembers inquired about the purpose of the Ranches Academy Addition. Planner Steven Lehmitz clarified that it was intended to expand the school.

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing EMMC 2.19 Director of Legislative Affairs, and Amending EMMC 2.15.100 and 2.17.010

The recording of the discussion can be found online here at 00:40:02.

Councilmember Wood asked if the ordinance could be suspended, not removed. City Attorney Marcus Draper clarified that it would be better to remove the ordinance and bring it back to Council in the future if this position is needed again.

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah Approving a Pressure Releasing Valve (PRV) Cost Sharing Agreement for the Browns Meadow Subdivision

The recording of the discussion can be found online here at 00:42:08.

City Attorney Marcus Draper explained that the City, DAI, and Browns Meadow reached an agreement to share the cost of a pressure releasing valve for the Browns Meadow Subdivision, with each party paying one-third of the total expense. Browns Meadow has already submitted payment for its portion. An agreement with DAI will return at a future meeting for its portion.

16.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Alpine School District Elementary 133

16.B. PRELIMINARY PLAT & SITE PLAN - Alpine School District Elementary 133

Item 16.A. and 16.B. were discussed concurrently.

The recording of the discussion can be found online here at 00:43:43.

Planner Steven Lehmitz presented a rezone approval from Agriculture to Public Facilities, and Site Plan approval for a new elementary school to be located on Parcel No. 59:034:0186, directly north of the Pinnacles residential development.

The City Council expressed concern regarding student pickup and drop-off traffic circulation at the proposed school site. Mayor Pro Tempore Wright emphasized the importance of including adequate ingress and egress in the Site Plan to better address transportation and public safety needs. Councilmembers further discussed related safety concerns regarding fire and police access.

City Attorney Marcus Draper clarified that, while State Code does not require the School District to provide additional access, the City may use State Code provisions to encourage modifications that improve emergency response access.

17.A. RESOLUTION/PUBLIC HEARING - Resolution of Eagle Mountain City, Utah approving the Culinary Water Master Plan and Impact Fee Facilities Plan (IFFP)

The recording of the discussion can be found online here at 01:06:08.

City Engineer Vince Hogge presented the Culinary Master Plan and Impact Fee Facilities Plan for the City's culinary water utilities. The goal of this Master Plan is to stay ahead of the rapid growth the City is experiencing. The plan shows what the City's culinary water system will need to look like at full build-out and is intended to guide planning for growth in different areas.

18.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the First Amendment to Master Development Agreement for Ault Farms (Parkway Fields)

The recording of the discussion can be found online here at 01:12:26.

City Attorney Marcus Draper outlined an Amendment to the Master Development Agreement for Ault Farms (now the Parkway Fields subdivision) and stated that Flagship Homes requested the ability to bond for required privacy fencing due to supply delays. This would allow building permits to be issued while the fencing is installed. Councilmembers requested the language be revised to specify this as a temporary fix, ensuring it cannot be used for long-term project purposes.

19.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 01:23:43.

Management and Policy Analyst John Magness and Councilmembers reviewed the Legislative Priorities List which included:

- Additional access for the Lone Tree Subdivision; cost and funding options
- Youth Court Program
- The creation of a Justice Court
- Rodeo Grounds for a practice archery facility
- Adding veterans and active duty members to the acceptable applicants for the Eagle Mountain Mortgage Assistance Program.

City Councilmembers and City Manager Benjamin Reeves further discussed options on how to simplify and mainstream the Legislative Priorities List.

3. CITY MANAGER INFORMATION ITEMS

Councilmembers discussed the challenges and wins surrounding the OneView resident portal system for residents. Councilmembers suggested Staff utilize social media to help the residents understand the OneView "Report a Concern" Portal.

Mr. Reeves had no additional items to report.

4. ADJOURNMENT

The Work Session was adjourned at 5:58 PM.

The recording of the adjournment can be found online here at 01:58:23.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Pro Tempore Wright called the meeting to order at 7:00 PM. He noted Mayor Westmoreland would not be in attendance due to illness. He also noted that Councilmember Jared Gray would connect electronically as his cellular service allowed.

6. PLEDGE OF ALLEGIANCE

Councilmember Wood led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

8. APPOINTMENTS

8.A. Library Advisory Board

1. Dani McKean - Completing term through December 2025

MOTION: *Councilmember Burnham moved to approve the appointment of Susan Allen as a Senior Citizen Advisor through December 31, 2025. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

City Recorder Gina Olsen administered the Oath of Office to Dani McKean.

The recording of the discussion can be found online here at 02:02:19.

9. PUBLIC COMMENTS

Mayor Pro Tempore Wright opened the public comment period at 7:04 PM.

The following individuals spoke during the Public Comment period: Emily Buss.

Mayor Pro Tempore Wright closed the public comment period at 7:07 PM.

The recording of the discussion can be found online here at 02:02:56.

10. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

The recording of the discussion can be found online here at 02:07:15.

CONSENT AGENDA

11. BOND RELEASES

11.A. Eagle Point Phase J, Plat 4 - Into Warranty

11.B. Firefly NPA 5 Wrangler Road and Pole Canyon Boulevard - Into Warranty

11.C. Eagle Point Plat D - Out of Warranty

11.D. Pacific Springs Phase A, Plat 4 - Out of Warranty

11.E. Porter Ranch Townhomes 1 & 2 - Out of Warranty

12. MINUTES

12.A. August 26, 2025 Minutes - Special City Council Meeting - Primary Election Canvass

13. PRELIMINARY PLATS & SITE PLANS

13.A. SITE PLAN - Ranches Academy Addition

14. ORDINANCES

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Repealing EMMC 2.19. Director of Legislative Affairs, and Amending EMMC 2.15.100 and 2.17.010

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah Approving a Pressure Releasing Valve (PRV) Cost Sharing Agreement for the Browns Meadow Subdivision

MOTION: *Councilmember Wood moved to approve the Consent Agenda. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

The recording of the motion can be found online here at 02:14:14.

SCHEDULED ITEMS

ORDINANCES/PUBLIC HEARINGS

16. ORDINANCES

16.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Alpine School District Elementary 133

The recording of the discussion can be found online here at 02:15:32.

Planner Steven Lehmitz presented a rezone request from Agriculture to Public Facilities for Parcel No. 59:034:0186, located directly north of the Pinnacles residential development, to accommodate a new elementary school currently named Alpine School District Elementary 133.

Alpine School District Director of Facilities Frank Pulley and Alpine School District Representative Scott Johnson stated the School District felt they met the requirements of City for the rezone.

Mayor Pro Tempore Wright opened the Public Hearing period at 7:21 PM. Seeing no one wished to speak Mayor Pro Tempore Wright closed the Public Hearing at 7:21 PM.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Alpine School District Elementary 133. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

The recording of the motion can be found online here at 02:21:40.

16.B. PRELIMINARY PLAT & SITE PLAN - Alpine School District Elementary 133

The recording of the discussion can be found online here at 02:24:00.

Planner Steven Lehmitz explained that this item is in relation to Item 16.A. Alpine School District is proposing the construction of an additional elementary school in Eagle Mountain, located on Parcel No. 59:034:0186, directly north of the Pinnacles residential development.

Councilmember Wood expressed concerns regarding parking and safe ingress and egress at the school, emphasizing the need to work with the School District to find a compromise for improved outcomes in the future. Alpine School District Director of Facilities Frank Pulley and Alpine School District Representative Scott Johnson addressed the concerns and agreed to work with the City for future school sites, stating often they limited to properties that are available for purchase.

Councilmembers and the School District Representatives collaborated on ideas on how to help future schools in Eagle Mountain City.

MOTION: *Councilmember Wood moved to adopt Alpine School District Elementary 133 Preliminary Plat and Site Plan. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 02:52:34.

17. RESOLUTIONS/PUBLIC HEARING

17.A. RESOLUTION/PUBLIC HEARING - Resolution of Eagle Mountain City, Utah Approving the Culinary Water Master Plan and Impact Fee Facilities Plan (IFFP)

The recording of the discussion can be found online here at 02:54:02.

City Engineer Vince Hogge presented the Culinary Water Master Plan and Impact Facilities Plan for the City's culinary water utilities. The goal of this Master Plan is to stay ahead of the rapid growth the City is experiencing. The plan shows what the City's culinary water system will need to look like at full build-out and is intended to guide planning for growth in different areas.

Mayor Pro Tempore Wright opened the Public Hearing period at 7:57 PM. Seeing no one wished to speak Mayor Pro Tempore Wright closed the Public Hearing at 7:57 PM.

MOTION: *Councilmember Burnham moved to adopt a Resolution of Eagle Mountain City, Utah approving the Culinary Water Master Plan and*

Impact Fee Facilities Plan (IFFP). Councilmember Clark seconded the motion.

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

The motion passed with a unanimous 4:0 vote.

The recording of the motion can be found online here at 02:57:33.

18. ORDINANCES

18.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving the First Amendment to Master Development Agreement for Ault Farms (Parkway Fields)

The recording of the discussion can be found online here at 02:58:11.

City Attorney Marcus Draper presented that Ault Farms is requesting approval to bond for their required privacy fencing due to supply delays. This would allow building permits to be issued, with Certificates of Occupancy withheld until the fencing is installed.

Councilmembers requested that the amendment language be revised to include a nine-month sunset clause to establish a clear expiration date.

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah Approving the First Amendment to Master Development Agreement for Ault Farms (Parkway Fields), including a nine-month sunset clause in the Amendment. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

The recording of the motion can be found online here at 02:59:53.

19. LEGISLATIVE ITEMS

19.A. UPDATE – Legislative Priorities List

This Item was discussed during Work Session after Item 2.A. Agenda Review.

The recording of the discussion can be found online here at 01:58:23.

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

Mayor Pro Tempore Wright and the City Councilmembers offered comments and reports on committees to which they are assigned as liaisons.

21. COMMUNICATION ITEMS

22. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 8:01 PM. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

The recording of the motion can be found online here at 03:01:00.

Approved by the City Council on September 16, 2025.

_____

Gina Olsen, CMC
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Updating Sections of the Eagle Mountain City Employee Policies and Procedures Manual
ITEM TYPE:	Resolution
FISCAL IMPACT:	None
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Angela Valenzuela, Human Resources Manager	Parker Wallentine

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Updating Sections of the Eagle Mountain City Employee Policies and Procedures Manual.

BACKGROUND:
This proposed revision to the Personnel Policies introduces an annual PTO cash-out option. This provision gives employees flexibility in how they use accrued time off while also helping the City manage leave balances and associated financial liabilities. By allowing limited cash-out of hours, the policy reduces the risk of large payouts at separation and encourages employees to maintain reasonable balances. The timing of the cash-out window has been set for the fall time of year to provide consistency in administration and predictability in budgeting.

Municipal PTO buyout policies are increasingly common across Utah cities as a tool to:

- **Offer flexibility** for employees who have built up significant leave balances.
- **Prevent excessive accruals** that could otherwise result in large financial liabilities at separation.
- **Align with regional practices**: Neighboring cities such as Riverton, Santaquin, Orem, Sandy, and Cottonwood Heights have adopted variations of annual PTO cash-out programs, some at full value and some at partial (50%) value. (See attachments for other policies.)

The City's proposed policy reflects a balanced approach by:

- Allowing employees to convert a portion of unused PTO into cash while still requiring a significant remaining balance.
- Ensuring the program is limited to one window each year, which makes it predictable and

budget-manageable.
- Keeping the program simple (one-for-one payout with clear eligibility thresholds).

If adopted, this revision would enhance employee benefits in a controlled, fiscally responsible way while aligning Eagle Mountain with common practices in peer municipalities.

ITEMS FOR CONSIDERATION:

- Many Utah cities have adopted limited leave buyback policies to give employees greater flexibility in managing their accrued time.
- Providing a PTO cash-out option can help reduce year-end scheduling challenges when employees feel pressured to use excess leave.
- By offering a controlled cash-out window in October, with payment issued in November, the City can better manage staffing levels in December while maintaining consistent service to residents.
- This approach balances employee benefit with organizational needs, while also limiting the City's long-term financial liability for large leave accruals.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Redlines
3. City Comparisons

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, UPDATING SECTIONS OF THE EAGLE MOUNTAIN CITY EMPLOYEE POLICIES AND PROCEDURES MANUAL SECTION 13.05 PAID TIME OFF LEAVE

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest and in the interest of the management of the City and the employees of the City to revise and amend the Eagle Mountain City Policies and Procedures Manual Section 13.05 Paid Time Off Leave; and

WHEREAS, the Eagle Mountain City Policies and Procedures Manual has been edited, reviewed and compiled to represent the needs of the City and the rights and responsibilities of its employees and should be amended as presented in Exhibit A;

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

1. The Eagle Mountain City Policies and Procedures Manual Section 13.05 Paid Time Off Leave is hereby amended and adopted as set forth specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16TH day of September, 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 16th day of September, 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

13.05 | Paid Time Off Leave

Last Revision: --/--/----

The City grants paid time off to its full-time employees.

A. Full-time: Full-time employees accrue paid time off based on the length of service since their hire date, as follows:
   1. For the first two (2) years of service, 144 hours of PTO shall accrue at the rate of 5.54 hours bi-weekly.
   2. For 2-5 years of service, 156 hours of PTO shall accrue at the rate of 6 hours bi-weekly.
   3. For 5-10 years of service, 168 hours of PTO shall accrue at the rate of 6.47 hours bi-weekly.
   4. For 10+ years of service, 180 hours of PTO shall accrue at the rate of 6.93 hours bi-weekly.

B. Part-time: Part-time employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.

C. Temporary/Seasonal: Temporary/seasonal employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.

~~D.~~ Pay in Lieu of PTO: ~~Employees may accrue PTO, but payments will not be made in lieu of taking PTO, except for accrued PTO at the time of separation from employment. PTO payout hours will be capped at 240 hours.~~ Employees may accrue PTO, but payments will not be made in lieu of taking PTO except as provided in Section H (PTO Cash-Out) or for accrued PTO at the time of separation from employment. PTO payout hours at separation shall be capped at two hundred forty (240) hours.

E. Vacation Scheduling: Vacations may be taken as weekly periods, individual days or even hourly increments as long as the periods chosen receive advanced departmental approval. For employees not working in public safety activities or except in emergency situations, vacation time should be requested in writing or via e-mail and scheduled with the employee's supervisor, preferably seven (7) days in advance. For employees engaged in public safety activities, vacation time should be scheduled with the employee's supervisor the December of the previous year in which the vacation is scheduled. The City reserves the right to schedule vacation leave for an employee.

F. Accrued PTO: No more than three hundred twenty (320) hours of PTO leave may be accrued. Any accrued PTO leave in excess of the three hundred twenty (320) hours will be forfeited every January 1 of the year following the calendar year in which the three hundred twenty (320) hours were accrued.

G. Vacation usage will be tracked by the Mayor, or designee, using attendance forms, and/or using the electronic timekeeping system in place.

H. PTO Cash-Out: An employee who has accrued more than one hundred (100) hours of PTO may elect to cash out a minimum of one (1) hour and a maximum of forty (40) hours of PTO per calendar year on a one-for-one basis. An employee's PTO balance may not be reduced below one hundred (100) hours as a result of the cash-out.

The City shall provide one (1) annual cash-out opportunity during the last quarter of the calendar year. Requests must be submitted between October 1 and October 31. Approved cash-out hours shall be paid on the paycheck issued immediately preceding the Thanksgiving holiday.

PTO cash-out hours shall not be considered compensation for purposes of the Utah Retirement System.

Municipal PTO Payout/Buyout & Accruals

Lehi City

Payout

Vacation time is only shown to use as carry over for current employees.

Unused, accrued vacation leave (if applicable) will always be paid for terminations of employment involving Reductions in Force/Layoffs, Medical, and Deaths.

Employees can get any balances of Comp Time paid out. Our policy allows them to accrue/bank up to 80 hours/year, so the max payout is 80 hours one to one. Many employees use this as a Fall/Christmas bonus method.

Accrual

Regular full-time employees shall accrue vacation leave upon hire at the rate of 90 hours a year, increasing 5.71 hours for each additional year of service up to 170 hours a year. Prorated for employees who work 2236 or 2912 hours/year

Years of Completed Service	Hours of Vacation Accrued per Bi-weekly Pay Period
Less than 1 year	3.46 (90 hours/year)
1 year	3.68 (95.71 hours/year)
2 years	3.90 (101.42 hours/year)
3 years	4.12 (107.13 hours/year)
4 years	4.34 (112.84 hours/year)
5 years	4.56 (118.55 hours/year)
6 years	4.78 (124.26 hours/year)
7 years	5.00 (129.97 hours/year)
8 years	5.22 (135.68 hours/year)
9 years	5.44 (141.39 hours/year)
10 years	5.66 (147.10 hours/year)
11 years	5.88 (152.81 hours/year)
12 years	6.10 (158.52 hours/year)
13 years	6.32 (164.23 hours/year)
14 years and beyond	6.54 (170 hours/year)

South Jordan City

Payout

Full-time employees who have the minimum required hours of unused sick leave as of July 1 of each year may request to exchange it for converted sick leave. Those that have 240 hours of unused sick leave may convert sick leave on a one for one basis up to 24 hours. Those that have a minimum of 480 hours of unused sick leave may exchange on a one for one basis up to 40 hours. Calculation of eligible converted sick leave will be made in September each year, and should be used by the end of the fiscal year. Converted sick leave not used by July 1 of the following year will not be returned to sick leave.

Accrual

Vacation Leave: Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Vacation accrual is based on two-week pay periods. Vacation leave may not be used until the pay period following its accrual.

Vacation Leave Accrual Rates:

Full-time employee (effective July 1, 2010):

Completed Years of Accrued Cumulative City Service

Hours of Vacation/Accrual Rate per Pay Period

Less than 5	4.00 (104 hours annually)
5 – 9	4.62 (120 hours annually)
10 – 14	6.15 (160 hours annually)
15 – 19	6.92 (180 hours annually)
20 or more	7.69 (200 hours annually)

Full-time employee (Hired prior to July 1, 2010):

Accrual Rate	Maximum Allowed
4.00 hrs. /pay period	240 hours
4.62 hrs. /pay period	280 hours
6.15 hrs. /pay period	320 hours
6.92 hrs. /pay period	320 hours
7.69 hrs. /pay period	320 hours

Full-time employees (Hired after June 30, 2010):

Accrual Rate	Maximum Allowed
4.00 hrs. /pay period	180 hours

4.62 hrs. /pay period	180 hours
6.15 hrs. /pay period	280 hours
6.92 hrs. /pay period	280 hours
7.69 hrs. /pay period	280 hours

Vacation leave shall be requested from and pre-approved by the employee's supervisor.

Vacation accrual rates shall be adjusted after each of the qualifying years of full time service has been completed or as otherwise determined by the City Manager.

New hires/rehires are eligible to have their accrual service date credited if they have prior experience working in local government in a directly related field in which they are being hired in. Hiring managers shall notify Human Resources and make this request when appropriate.

Employees who wish to exhaust eligible accrued vacation during the period of time immediately preceding their last day worked before retirement, resignation, or termination may do so if approved by the Department Director, but shall not be eligible for accrual of leave-on-leave.

Employees do not accrue vacation leave while on a leave without pay status when no actual hours have been worked in a full pay period, including any pay period in which accrued leave is the only available paid leave.

Sandy City

Payout

PTO Cash-Out: Employees with a balance of at least 240 hours (360 hours for firefighters) of Paid Time Off (PTO) are eligible to cash-out between 40 - 100 hours each year. Provided they have a remaining balance of at least 200 hours (320 hours for firefighters) of PTO after the cash-out. There will be one opportunity each year to cash-out PTO in the last quarter of the calendar year as designated by Human Resources. Employees will receive $0.50 on the dollar for each hour of PTO that is cashed-out. For example, an employee paid $20/hour who chooses to cash-out 40 hours will receive $400 ($20 x 40 x 0.50). An employee can designate the cash-out be distributed in one of the following 16 ways: Income (subject to normal payroll taxes), a retirement account contribution, or an HSA contribution. Employees are responsible for making sure any contributions to retirement or HSA accounts comply with federal limits. PTO cash-outs don't count as compensation for purposes of the Utah Retirement System. Cash-out requirements for part-time employees will be prorated based on the employee's work schedule. Contact Human Resources for more information.

Accrual

Years 1–5: 21.75 days per year

Years 6–10: 27 days per year

Year 11 and beyond: 32.5 days per year

Part-time employees receive prorated PTO accrual. When an employee leaves, they receive 100% of their vacation paid out.

Wasatch Behavioral Health (Provo, UT)

Payout
Regular Leave buyout: An optional opportunity for all eligible employees to convert up to 40 regular leave hours into cash. Leave buyout happens twice a year one for one. Requirements:
~ 80 hours of Regular Leave leftover AFTER conversion
~ Buy out a maximum of 40 hours and minimum of 8 hours
~ Eligible Holiday Leave can be cashed out on top of the maximum amount
Additional Leave buyout: If you take a week of leave off you can cash out an additional week of leave. Requirements:
~ Minimum of a week of leave taken and a week of leave cashed out.

Accrual
Regular leave is accrued according to years of WBH service:

One (1) through five (5) years of service = six (6) hours accrual per pay period or four (4) hours, with the exchange of two (2) hours for a 2.5% hourly rate increase.

Six (6) through ten (10) years of service = seven (7) hours accrual per pay period or five (5) hours, with the exchange of two (2) hours for a 2.5% hourly rate increase.

Eleven (11) + years of service = eight (8) hours accrual per pay period or six (6) hours, with the exchange of two (2) hours for a 2.5% hourly rate increase.

Draper City

Payout

Vacation Leave Carryover. The maximum carryover of vacation leave into the next calendar year is one and one half year's accrual amount, based on the employees' annual accrual rate as of December 31. Accrued vacation leave in excess of that amount existing on December 31 of each year will be forfeited, and the employee's vacation balance will be reduced to the maximum carryover limit effective January 1. (Sworn fire personnel who transfer from a 2912 to a 2080 schedule will follow the general government maximum carryover.)

Department directors and division managers will be given an exception to this policy when workload demands prevent them from using vacation leave. Exceptions must be approved by the City Manager and submitted to Human Resources by December 31. Excess hours will either be cashed out by the end of January based on the employee's current regular rate of pay on December 31, or they may choose to have the equivalent dollar amount contributed to their qualified URS retirement savings or health savings account.

Accrual

Draper City, Utah offers full-time employees 10 days of paid vacation leave per year. Employees can accrue additional vacation days based on their years of service, up to a maximum of 20 days per year:

0–4 years: 120 hours of vacation carryover

5–9 years: 160 hours of vacation carryover

10+ years: 200 hours of vacation carryover, plus one additional day of vacation for each year of service beyond 10

American Fork City

Payout

7. All accrued or credited vacation time will be paid at the time of separation from the City. Employees cannot use vacation to extend employment beyond their last day of work.

Accrual

2. The accrual of vacation hours begins on first day of employment. The amount of paid vacation time employees receive each year increases with the length of their employment as follows

City Staff (Non-fire/EMS)

(1) For employees with up to 5 full consecutive calendar years of employment with the City, vacation hours shall accrue at a rate of 3.69 hours per 2-week pay period, or 96 hours per year.

(2) For employees with 6 to 10 (inclusive) full consecutive calendar years of employment with the City, vacation hours shall accrue at a rate of 4.62 hours per 2-week pay period, or 120 hours per year.

(3) For employees with 11 to 20 full consecutive calendar years of employment with the City, vacation hours shall accrue at a rate of 6.15 hours per pay period, or 160 hours per year.

(4) For employees with 21 or more full consecutive calendar years of employment with the City, vacation hours shall accrue at a rate of 6.92 hours per pay period, or 180 hours per year.

(5) At the completion of the first pay period of each calendar year, regular full-time employees may have an accrued vacation leave balance of up to 240 hours. At that time, no accrued vacation leave balance will exceed 240 hours for regular full-time employees. If the amount of unused, accrued, or credited vacation time at that time (the completion of the first pay period of the calendar year) exceeds the cap of 240 hours, the excess balance will be forfeited.

6. Employees who have been separated from the City and are reinstated to the same position may be allowed to reinstate their previous vacation accrual rate according to years of service. Reinstatement of vacation time is not an employee right and must be approved by the City Administrator.

Riverton City

Payout

SELLING VACATION

Employees can sell back accrued vacation time. “Sell back” means an employee can turn in a request to be paid for accrued vacation hours, in addition to the employee’s regular pay. Once approved, the sell back request will be issued at the employee’s current hourly rate of pay. A “Request for Selling Vacation” form must be turned into Payroll before the request can be processed. Employees may not request to sell back vacation during the months of July or January. Properly approved requests for vacation sell back will be processed during the subsequent payroll period.

Accrual

Vacation leave is accrued during each pay period. Full-time employees will receive vacation leave at the following accrual rates:

0-5 years - 80 hours or **3.08** **5-10 years -** 120 hours or **4.62**

10-15 years - 160 hours or **6.15** **15+ years** -200 hours or **7.69**

Personal Leave

All benefit-eligible employees are given 64 hours of personal leave at the beginning of each year. This amount will be pro-rated for employees working less than 40 hours a week. All personal leave must be used by December 31, or it will be rolled over into your sick leave bank.

Sick Leave

Sick leave is accrued during each bi-weekly pay period and starts accruing from the day of hire. The total accrual is 40 hours annually. Sick leave may be used during the probation period

Provo City

Payout

(b) Except as otherwise provided in this Subsection (2), each employee shall be paid annually, on or before the twentieth day of December, fifty percent (50%) of sick leave accrued and unused during the previous twelve (12) month period ending the twenty-third pay period of the calendar year. In figuring the payment under this Section, any sick leave used, other than for on-the-job injuries, funeral, and donated leave, shall be considered as coming from the current twelve (12) month period and not from previous years' accrued sick leave. An employee with less than two hundred (200) hours of accrued sick leave as of the annual buyout calculation date may elect to not be paid any accrued and unused sick leave during the time period described above. The election shall be made by notifying the Human Resources Department in writing prior to the calculation date.

Accrual

Vacation Leave:

(a) Eligible employees working on a full-time basis in the City service shall be granted a paid vacation leave, to be accrued at the approved rates specified in Provo City Personnel Policy. Any changes to the approved accrual rates must be accomplished within the existing authorized budget or be brought to the Council for appropriation. Vacation accrual for eligible employees shall be prorated based on accounting for a full eighty (80) hours, or one hundred six (106) hours for Fire Service personnel on a modified work schedule, of paid time in a biweekly pay period. Employees may use accrued vacation leave from the date of employment, including during the probationary period.

(b) An employee shall accrue vacation leave as set forth in Provo City Personnel Policy, but shall reduce total accrued leave to three hundred twenty (320) hours, or four hundred eighty (480) hours for Fire Service personnel on a modified work schedule, no later than the last day of each calendar year. The employee may accrue leave in excess of this limit after the reduction deadline, but must again reduce to the limit by the next reduction deadline. Accrued leave that is unused and in excess of the limit as of reduction deadline shall be forfeited. The use of vacation leave accruals shall be approved by the department head. The department head will provide opportunity for each employee to use vacation leave each year at least to the extent of the employee's rate of accrual.

(c) Upon termination of employment, for any cause, an employee shall be entitled to vacation leave accumulated through the last day worked, provided the employee has successfully completed the original appointment probationary period.

Taylorsville City

Payout

Final payment due the employee, including pay for accrued and unused paid leave time in an amount not to exceed 320 hours, accrued holiday leave in an amount not to exceed 16 hours (if applicable), and pay for any hours {00057034.DOC / 12 } 46 worked but not paid shall be paid as soon as possible after the effective resignation date or last day worked provided the terminating employee returns all supplies and equipment, which are the property of the City and discloses in writing any passwords, etc., on encrypted material.

Accrual

0 to less than 1 year - 1.33 days per month/ 16 days per year --------- 1 or more to less than 5 - 2 days per month/ 24 days per year --------- 5 or more years - 2.33 days per month/ 28 days per year

West Jordan City

Payout

C.17 SICK LEAVE CONVERSION (AT RETIREMENT) At retirement, employees may be eligible to receive compensation for unused sick leave hours. The employee may choose to receive cash or have an amount placed into a Health Reimbursement Account (HSA) to be used in the future to pay qualified medical expenses. The eligible benefit depends on your hire date. Hire Date After 12/19/2009 Retired employees may elect to cash out their remaining unused sick leave up to a maximum amount of $5,000. The amount is calculated by multiplying your hourly wage at a rate of: • 40% for five to nine years of service, or • 50% for 10 to 14 years of service, or • 60% for 15 to 19 years of service, or • 70% for 20 years or more of service. Hire Date Before 12/19/2009 Effective December 19, 2009, the amount of an employee's sick leave that can be converted to cash or deposited into a HRA account, has been capped. The capped value of each employee's conversion benefit will be calculated using the following, as they existed on December 19, 2009: • employee's hourly salary rate; and • the number of unused sick leave hours accrued; and • the vested percentage they are eligible to receive based on years of service. If the calculation results in an amount of $5,000 or less, the employee's permanent benefit cap amount is $5,000. If the calculation results in an amount greater than $5,000, then the higher amount will be the employee's benefit cap amount. For employees with a cap amount greater than $5,000; each year the calculation will be performed as of the end of the last pay period of the calendar year using the rate of pay, vested percentage, and unused sick leave balance existing on that date. • If the result of the calculation is equal to or higher than the existing conversion cap, the employees cap will not be adjusted. • If the calculation results in a lower amount, the conversion benefit cap amount will be adjusted to the lower amount. Once the cap is reduced, it cannot be increased in subsequent years, unless it has fallen below the $5,000 minimum cap amount. Once an employee's cap falls below $5,000, the $5,000 amount is the maximum benefit they may accrue.

Accrual

VACATION LEAVE You accrue vacation leave if you are a full-time or ¾-time employee. Vacation hours are accrued based on the number of years you have been employed with the City and your position. Full-time employees Length of Service Accrual Rate

0 – 4 years 4.00 hours per pay period (104 hours per year)
4 – 9 years 4.92 hours per pay period (128 hours per year)
9 – 14 years 5.85 hours per pay period (152 hours per year)
14 – 20 years 6.46 hours per pay period (168 hours per year)
Over 20 years 7.69 hours per pay period (200 hours per year)

Herriman City

Payout

The City will allow employees to carry over up to 600 Sick/Bereavement hours at the end of every calendar year. Any accruals over 600 hours, at the end of the calendar year, will be bought back by the City and deposited into the employee's 401k or 457 retirement plan or added to an employee's paycheck. The buyback percentages are based on tenure as listed below: After the 5 year anniversary the buyback will be at 25% After the 10 year anniversary the buyback will be at 30% After the 15 year anniversary the buyback will be at 35% After the 20 year anniversary the buyback will be at 40% After the 25 year anniversary the buyback will be at 45% After the 30 year anniversary the maximum buyback will be at 50%

Accrual

Annual Vacation Except as provided by Contract, each full-time employee shall receive vacation leave ("vacation") at the following accrual rate based in tenure:(Note: annual accrual amounts are based on an employee's average hours during a work week): Up to 5th year anniversary: 0.0385/hour worked or 2 weeks annually 5th year anniversary up to 10th year anniversary: 0.0577/hour worked or 3 weeks annually 10th year anniversary up to 15th year anniversary: 0.0769/hour worked or 4 weeks annually 15th year anniversary and up: 0.0962/hour worked or 5 weeks annually Managers and Directors will accrue a week of vacation in addition to the accruals above. Previous years of Utah Retirement System experience may be taken into account for tenure purposes with the approval of the City Manager. Part-time employees who are normally scheduled to work less than twenty (20) hours per week shall not accrue annual vacation. Persons hired on an emergency, temporary, internship, or contract basis shall not accrue annual vacation.

Spanish Fork City

Payout

E. Upon separation, an employee shall be entitled to payment for any accrued vacation leave. Vacation or other accrued leave cannot be used to extend a termination or retirement date unless approved through human resources. An employee's last day shall be the last day that employee actually worked.

F. FLSA exempt employees shall use accrued leave in increments equal to half their regular work day, generally 4 or 5 hours.

G. Vacation leave time may not be used with hours worked to exceed the total number of hours normally scheduled during the week for that employee (generally 40 hours per week for full-time employees.) Employees who work the 48/96 schedule are exempt from this policy and shall be compensated at the straight time rate.

H. FLSA Exempt employees shall use vacation leave in increments equal to half their regular work day, generally 4 or 5 hours.

I. Under the direction of the City Manager, non-cash value vacation leave time may be given to an employee, as an incentive, when approved by the Department Director. Non-cash value leave time will expire at the end of the year given, unless specified by the department Director to extend it until the end of the next year.

Accrual

A. Each eligible employee shall be entitled to vacation with pay. At-will employees shall receive 80 hours of vacation the first payroll period beginning in January and July. Upon hire, the City Manager may give up to 80 hours of vacation to at-will employees. This vacation would have no cash value and would expire one year after issue. Vacation credits for classified service employees shall accrue as follows:

5/8, 4/10, 9/80 Schedules

YEARS OF SERVICE	ACCRUAL RATE
Hire date - 5 yrs	= 3.08 hrs./pp (80 hrs./yr)
5 years - 10 yrs	= 3.70 hrs./pp (96 hrs./yr)
10 years - 15 yrs	= 4.62 hrs./pp (120 hrs./yr)
15 yrs and over	= 6.16 hrs./pp (160 hrs./yr)
At-will	= 160 hrs. (80 hrs. Jan/July)

48/96 Schedules (firefighters & paramedics working 24 hr shifts)

YEARS OF SERVICE	ACCRUAL RATE
Hire date - 5 yrs	= 4.61 hrs./pp (120 hrs./yr)
5 years - 10 yrs	= 5.54 hrs./pp (144 hrs./yr)
10 years - 15 yrs	= 6.92 hrs./pp (180 hrs./yr)
15 yrs and over	= 9.23 hrs./pp (240 hrs./yr)

Tooele County

Payout

Full-time employees
Employees who work at least 30 hours per week on average during the school year are eligible to accrue leave.

Annual leave cash-out
Full-time employees can request to cash out up to 40 hours of annual leave, or the salary equivalent. Requests must be submitted by the deadline and in the format established by the Tooele County Human Resources Department.

Separation from employment
Employees who separate from employment are paid for their accrued annual leave, up to a maximum of 280 hours.

Accrual

ANNUAL LEAVE ACCRUAL

1. Regular and Appointed status employees accumulate annual leave based on their years of service as a benefit eligible employee and their work schedule. Service must be continuous as a benefit eligible employee, however, in some circumstances employees may receive reinstatement of prior service (See Section 5: Discipline & Separation).
2. Employees whose contemplated work schedule is 40 hours per week accrue annual leave as follows:

Up to 5 years of eligible service	4 hours per pay period
5 to 10 years of eligible service	4.93 hours per pay period
10 to 15 years of eligible service	6.77 hours per pay period
15 or more years of eligible service	8 hours per pay period

Pleasant Grove City

Payout

100% of vacation and comp time at termination, 25% of sick time at termination. No cashout before termination.

Accrual

0-5 years = 4 hours per PP; 6-10 years = 5 hours per PP; 11+ years = 6 hours per PP

Orem City

Payout

1. PTO cash-out requests will be accepted from October 1st to 31st each year.

2. PTO cash-out will appear on the paycheck directly preceding the Thanksgiving holiday.

3. You must have a balance of at least 240 hours of PTO to be eligible for the annual cash-out.

4. PTO cash-out amounts are between 40 and 80 hours (40 and 112 hours for 24-hour Fire shift employees and the executive leadership team) each year.

5. You must have a remaining balance of at least 200 hours after the cash-out..

6. Cash-out of PTO is $.50 on the dollar or half the employee's current hourly wage at the time of the cashout

7. PTO cash-outs are subject to normal payroll taxes but will not count as compensation for purposes of the Utah Retirement Systems.

Accrual

Hybrid

1. On June 25, 2023, the city started the Hybrid PTO Program. Employees hired prior to May 1, 2023, have the choice to opt into the Hybrid PTO program or remain in the traditional vacation/sick program. Employees hired May 1, 2023, or later will automatically be enrolled in the Hybrid PTO Program.

2. Annually, during benefits open enrollment, employees who are in the traditional program can choose to opt into the Hybrid PTO program. If an employee opts into the Hybrid PTO program, the change will become effective on the first day of the pay period, which includes January 1st. Once an employee opts into the Hybrid PTO program, they cannot move back to the traditional plan.

3. The Hybrid PTO Program consists of PTO (paid time off) accrued hours and STML (short-term medical leave) accrued hours.

Grandfathered Employees

1. Employees who were hired prior to May 1, 2023, and have not opted into the Hybrid PTO program shall earn vacation time as follows:

	Years of Service	Hours earned Annually
24 Hr. Shift Employees	0-5	168
	6-10	202
	11 or more	235
All Other Employees (except Executive Management)	0-5	120
	6-10	144
	11 or more	168
Executive Management Employees	All	182

2. At the employee's anniversary date, any vacation accumulation in excess of two years shall be forfeited.

3. Vacation scheduling shall be approved by the City prior to being taken with due regard for the employee's needs and the City's need to provide services.

4. Employees may not use hours to exceed the total of their normal working hours in a workweek.

5. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any accumulated but unused vacation. Upon the death of an employee, a lump sum payment for accumulated vacation time shall be made to the employee's beneficiaries or estate.

6. Vacation shall not be used to extend a date of separation for any cause unless specifically approved by the City Manager. No advance of vacation time shall be permitted without approval of the City Manager.

Cottonwood Heights City

Payout

PTO / Vacation Buy Out
All full-Time employees will be eligible to have PTO/vacation bought out by the City as per the following guidelines: » Leave year runs July 1 to June 30. » Employees must have more than 120 hours of PTO/vacation on the books as of June 1 to participate. The city will only purchase time accrued above the 120 hours. » The city will purchase up to 100 hours of PTO/vacation from the employee. This will be paid out according to the vesting schedule. Part-time employees can participate in this program as well but the part-time employees cannot go below 60 hours and the city will only purchase up to 40 hours. All other program guidelines stated above must be followed.

Accrual

Year of Service	Per Pay Period Accrual Rate	Maximum Accrual of Hours	Hours Vested at Separation
Less than 1	6.16	N/A	0
1 to 4	6.16	480	50%
5 to 9	7.39	480	65%
10 to 14	8.62	480	80%
15 and Over	9.85	480	80%

Santaquin City

Carry over. The maximum vacation leave which can be carried forward from calendar year to calendar year is 240 hours.

6. Pay-out. Unused vacation leave hours may be paid out, upon request, to employees at their regular rate of pay 1:1, up to a maximum of 40 hours in a given calendar year. Payments will be made one time during the year (in November) on a date designated by the Mayor, or designee. They do not need to keep a specific amount of hours. If they have 40 hours and want to have the 40 hours paid out that is fine. They won't be able to take time off if they don't have it.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Awarding the Bid for the EMC Scarlet 009 4MG Water Tank Project to Probuild Construction, Inc. and Approving the Contract
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$7,686,508.50
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Brad Hickman, Public Works Director	Brad Hickman

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Awarding the Bid for the EMC Scarlet 009 4MG Water Tank Project to Probuild Construction, Inc. and Approving the Contract.

BACKGROUND:

Staff solicited bids for the construction of the EMC Scarlet 009 4MG Water Tank Project. The current budget allocation for this project is $4,640,000.00.

Upon review, bid results came in substantially higher than the budgeted estimate, with the lowest responsive bid submitted by Probuild Construction, Inc. in the amount of $6,987,735.00. The increase is due in part to changes identified in the most recent Water Master Plan. Previous master plans called for a 2.5 million-gallon tank, while the newly adopted plan reflects a 4 million-gallon tank. This adjustment has directly contributed to the increased construction cost, along with inflationary pressures in the construction industry.

To move the project forward, staff recommends awarding the contract to Probuild Construction, Inc. in the amount of $6,987,735.00, with the addition of a 10% contingency for a total project authorization of $7,686,508.50. This approval will require an additional $3,046,508.50 above the current budget allocation.

The tank construction is expected to take a minimum of 18 months to complete, which means the project will span multiple fiscal years. Staff anticipates that a budget amendment may be required prior to the closeout of FY2026 if costs exceed the current allocation. Should the existing budget remain sufficient through FY2026, staff will propose the balance of funding through the FY2027 budget process and identify it on the capital projects list to ensure full project funding.

Approval of the bid award at this time will allow the project to remain on schedule and meet long-term water storage needs as outlined in the City's Water Master Plan. At this time it is anticipated that the tank would be operational and into the system summer of 2027.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Probuild Bid Proposal
3. Vendor Qualifications

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AWARDING THE BID FOR THE EAGLE MOUNTAIN CITY SCARLET 009 4MG WATER TANK PROJECT TO PROBUILD CONSTRUCTION, INC. AND APPROVING THE CONTRACT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to award the bid for the EMC Scarlet 009 4MG Water Tank Project to Probuild Construction, Inc.as set forth herein;

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the bid award as set forth in Exhibit A.

2. The bid award and contract are hereby approved as set forth more specifically in Exhibit A.

3. The Mayor is authorized to execute the contract as set forth more specifically in Exhibit A.

4. This Resolution shall take effect upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of September, 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 16th day of September, 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

ProBuild

5495 West Leo Park Road

West Jordan, UT 84081

License # 8366226-5501

PROPOSAL & BID

For

EMC Scarlet 009 4MG Water Tank

Owner:

Eagle Mountain City

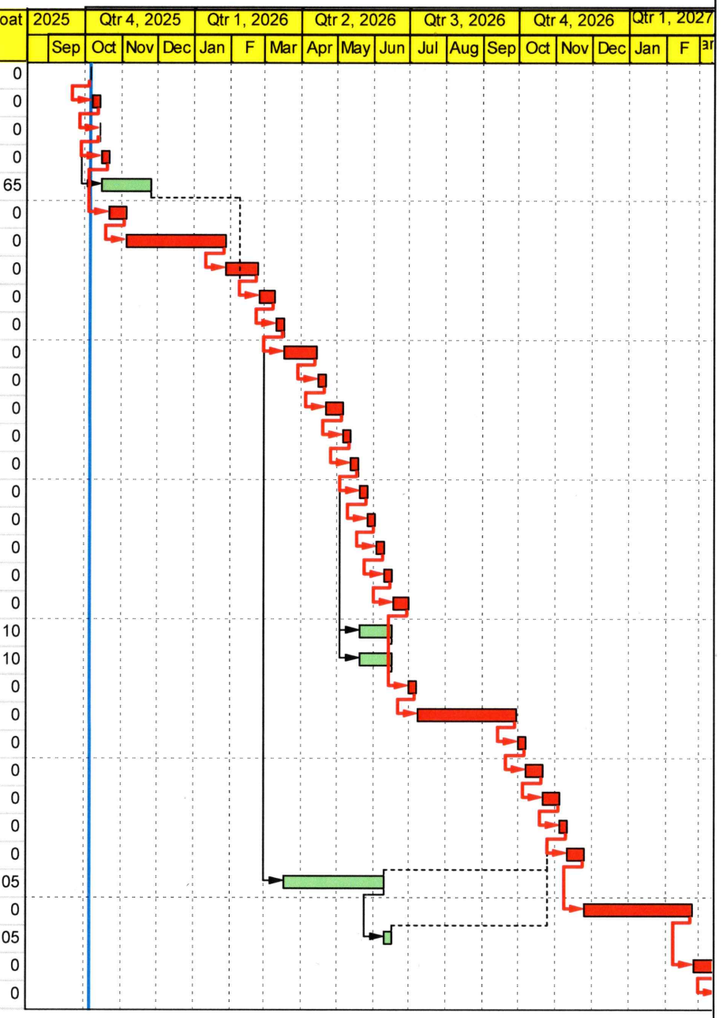
1650 Stagecoach Run

Eagle Mountain, UT 84005

EMC-FY26-01

Eagle Mtn Scarlet 4MG D115 tank | Classic Schedule Layout | 03-Sep-25 16:47

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete	Start	Finish	Total Float
A1000	AWARD	1	1	0%	06-Oct-25	06-Oct-25	0
A1010	CONTRACT SIGNED, INSURANCE AND BONDING COMPLETE	5	5	0%	07-Oct-25	13-Oct-25	0
A1020	NOTICE TO PROCEED	1	1	0%	14-Oct-25	14-Oct-25	0
A1030	EXCAVATION MOBILIZATION	5	5	0%	15-Oct-25	21-Oct-25	0
A1040	SUBMITTALS	30	30	0%	15-Oct-25	25-Nov-25	65
A1050	CLEAR AND GRUB TANK SITE	10	10	0%	22-Oct-25	04-Nov-25	0
A1060	EXCAVATE TANK SITE	60	60	0%	05-Nov-25	27-Jan-26	0
A1070	ROCK EXCAVATION	20	20	0%	28-Jan-26	24-Feb-26	0
A1080	PREPARE TANK SUBGRADE AND LINER SYSTEM	10	10	0%	25-Feb-26	10-Mar-26	0
A1090	FURNISH AND INSTALL PIPE ENCASEMENT UNDER TANK FLOOR	5	5	0%	11-Mar-26	17-Mar-26	0
A1100	FORM POUR AND STRIP TANK FLOOR	20	20	0%	18-Mar-26	14-Apr-26	0
A1110	POST TENSION TANK FLOOR	5	5	0%	15-Apr-26	21-Apr-26	0
A1120	FORM POUR AND STRIP TANK WALL 1	10	10	0%	22-Apr-26	05-May-26	0
A1130	FORM POUR AND STRIP TANK WALL 2	5	5	0%	06-May-26	12-May-26	0
A1140	FORM POUR AND STRIP TANK WALL 3	5	5	0%	13-May-26	19-May-26	0
A1150	FORM POUR AND STRIP TANK WALL 4	5	5	0%	20-May-26	26-May-26	0
A1160	FORM POUR AND STRIP TANK WALL 5	5	5	0%	27-May-26	02-Jun-26	0
A1170	FORM POUR AND STRIP TANK WALL 6	5	5	0%	03-Jun-26	09-Jun-26	0
A1180	FORM POUR AND STRIP TANK WALL 7	5	5	0%	10-Jun-26	16-Jun-26	0
A1190	FORM POUR AND STRIP TANK WALL 8	10	10	0%	17-Jun-26	30-Jun-26	0
A1200	FORM POUR AND STRIP TANK COLUMN FOOTINGS	20	20	0%	20-May-26	16-Jun-26	10
A1210	FORM POUR AND STRIP COLUMNS	20	20	0%	20-May-26	16-Jun-26	10
A1220	POST TENSION VERTICAL AND HORIZONTAL WALL TENDONS	5	5	0%	01-Jul-26	07-Jul-26	0
A1230	FORM POUR AND STRIP TANK ROOF	60	60	0%	08-Jul-26	29-Sep-26	0
A1231	POST TENSION ROOF TENDONS	5	5	0%	30-Sep-26	06-Oct-26	0
A1240	FORM POUR AND STRIP TANK CURB WALLS AND HATCH WALLS	10	10	0%	07-Oct-26	20-Oct-26	0
A1250	POINT AND PATCH TANK CONCRETE	10	10	0%	21-Oct-26	03-Nov-26	0
A1260	INSTALL SEALANT INSIDE AND OUTSIDE OF TANK	5	5	0%	04-Nov-26	10-Nov-26	0
A1270	CLEAN AND DISINFECT TANK LEAK TEST TANK	10	10	0%	11-Nov-26	24-Nov-26	0
A1280	FURNISH AND INSTALL ALL YARD PIPING	60	60	0%	18-Mar-26	09-Jun-26	105
A1290	BACKFILL TANK AND SITE GRADING	65	65	0%	25-Nov-26	23-Feb-27	0
A1300	PIPE TIE INTO SYSTEM AND TEST	5	5	0%	10-Jun-26	16-Jun-26	105
A1310	FURNISH AND INSTALL FENCE AND GATES	15	15	0%	24-Feb-27	16-Mar-27	0
A1320	RESEED SITE	12	12	0%	17-Mar-27	01-Apr-27	0



Actual Work | Critical Remaining Work | % Complete
Remaining Work | Finish Constraint | Summary

TASK filter: All Activities

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Eagle Mountain
4.0 MG Water Storage Tank
Approach

Probuild has some key qualifiers that sets us apart from other tank builders.

First, we have built more D115 tanks than any other contractor in the state of Utah. This robust experience regarding D115 keeps costs low and reduces the overall time it takes to build a tank. Recent projects have been included in the Project Resume section highlighting volume of monolithic pours which are required for D115. Our tanks pass their leakage test on the first attempt every time.

Second, we own our own forms and equipment. Because we don't have to rent forms, alumna beams, cranes, or anything else, those savings are passed onto our customers. When we are awarded jobs, while our excavating subcontractor is getting it dug, we are mobilizing our forms and the needed equipment for a smooth construction process.

In our vast experience working with VSL we know what they need for clearance or the extra space they require for staging, we ensure they can work alongside us throughout this process which saves everyone time and again keeps costs low.

Third, because we build so many D115 tanks, we have three General Superintendents with 30+ years of experience each; and six other superintendents who work closely with them. Each of our superintendents have completed many D115 and D110 tanks. Every project always has at least one superintendent and one General Superintendent overseeing the production, quality control, and safety of the project. This structured system of management ensures the cities we build these tanks for get the highest quality product.

Fourth, we have proven ourselves in all seasons from hot to wintry cold months. Our team of experienced workers know how to get the job done despite what the weather decides to do.

When we are awarded this project, we will have a Team work approach with the city, the engineer, and the subcontractors to ensure a smooth overall project. There will be regular progress meetings to address: the current phase of the

project, upcoming pours, inspections, SWPPP issues, or any other item that needs to be discussed. Although we are confident in what we do and how to build D115 tanks, we recognize the importance of sharing our years of experience with the different cities, clients, and engineering firms we work with. This open collaborative environment allows everyone to grow and better understand the D115 process.

Lastly, Probuild looks forward in working with Eagle Mountain and building for them a superior product that they will not get if they choose to go with any other tank builder than Probuild Construction, because simply put, we are the best when it comes to this specific industry.

ATTACHMENT A – BID FORM

Bid Form

Project Name: Scarlet 009 4 MG Water Tank
Project Number: EMC-FY26-01

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: **EAGLE MOUNTAIN CITY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	8/20/25
2	8/29/2025
3	9/2/2025

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Purchasing Agent is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

Authority to Sign,

A. Bid Form
B. Bid schedule

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL, if required by State

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL, if required by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Probuild Construction

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability): Profession

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ryan Linford

Title: President

Probuild Construction, Inc. CORPORATE SEAL 2012 UTAH

CORPORATE SEAL, if required by

Attest _____
(Signature of Corporate Secretary)

Date of Qualification to do business in UTAH [State or other jurisdiction where Project is located] is 06/20/2012

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ SEAL, if required by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 *Bid submitted on* 9/4/2025,

ATTACHMENT B – BID SCHEDULE

No.	Item	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	—	$ 155,000.00
2	Quality Control & Testing	1	LS	—	$ 65,000.00
3	Subsurface Investigation	4	HR	$ 240.00	$ 960.00
4	Site Clearing & Grubbing	1	LS	—	$ 62,000.00
5	Access Road Grading & Contruction	2,441	LF	$ 23.00	$ 56,143.00
6	Untreated Base Course (6" Thick)	1,519	TON	$ 33.00	$ 50,127.00
7	Tank & Site Earthwork	1	LS	—	$ 850,000.00
8	Solid Rock Excavation	11,450	CY	$ 4.54	$ 51,983.00
9	Excess Material Haul Off and Disposal	3,720	CY	$ 20.00	$ 74,400.00
10	Water Mainline Tie-In	1	EA	$ 25,000.00	$ 25,000.00
11	Pavement Sawing and Removal	51	LF	$ 114.00	$ 5,814.00
12	Asphalt T-Patch	68	SY	$ 125.00	$ 8,500.00
13	Import Pipe Zone Backfill	2,748	LF	$ 11.00	$ 30,228.00
14	18" PVC Inlet-Outlet Pipe	2,344	LF	$ 180.00	$ 421,920.00
15	10" PVC Drain Pipe	299	LF	$ 245.00	$ 73,255.00
16	16" PVC Overflow Pipe	105	LF	$ 500.00	$ 52,500.00
17	6" Ring Drain	738	LF	$ 45.00	$ 33,210.00
18	18" Culvert	389	LF	$ 95.00	$ 36,955.00
19	3x3 Pond Overflow Box with Grate	1	EA	$ 7,500.00	$ 7,500.00
20	Tank Overflow Outlet	1	EA	$ 20,000.00	$ 20,000.00
21	Tank Drain Outlet	1	EA	$ 14,000.00	$ 14,000.00
22	6" D50 Riprap	180	CY	$ 117.00	$ 21,060.00
23	4.0MG AWWA D115 Water Tank	1	LS	—	$ 4,750,000.00
24	Concrete Pad for Valve Boxes	1	LS	—	$ 5,000.00
25	Fence	1,840	LF	$ 27.00	$ 49,680.00
26	Access Road Gate	1	LS	—	$ 2,500.00
27	Site Electrical	1	LS	—	$ 60,000.00
28	SCADA Integration & Improvements	1	LS	—	$ 5,000.00
				TOTAL	$ 6,987,735.00

ProBuild Construction, Inc.

Authority to Sign

9/3/25

President _____ Ryan Linford

Fleet Manager _____ Steve Peterson

Safety Manager _____ Wesley Jessup

General Superintendent _____ Boyd Otteson

General Superintendent _____ Efren Estrada

General Superintendent _____ Adam Schmidt

September 2, 2025

Proposal to: General Contractor
(Herein called Buyer)

Project: Eagle Mountain Scarlet 4 MG Tank Project
Eagle Mountain, UT

Bid Documents: Contract plans and specifications by Sunrise Engineering dated 7/28/25
VSL preliminary design drawings (attached)
Addendums: 1-3

Structural Technologies LLC (also called VSL herein) proposes to furnish engineering, furnish and install the VSL Post-Tensioning Systems, and furnish and install the mild reinforcement in the post-tensioned tank, on the above referenced project in conformance with the Bid Documents and subject to the terms and conditions herein.

This Proposal shall remain open for thirty days with the Total Cost subject to adjustment if not accepted within thirty days.

Attachment "A" included herein shall be attached to and form a part of said Proposal in its entirety.

PAYMENT TERMS
Full payment for 100% of material installed or delivered to the job site or stored off the job site and for 100% of labor furnished shall be due and payable net 30 days. 15% of the Total Cost shall be due and payable upon submittal of VSL drawings net 30 days. Final payment shall be made 30 days after substantial completion of VSL's work. Accounts past due shall bear interest at the rate of 1.5% per month. Title to the materials shall remain with VSL until payment is received by VSL in full, however, all material shall be held at Buyer's risk after delivery by VSL.

As of the date of this proposal, this proposal (Contract) excludes any costs associated with Steel Tariffs, Duties or Quotas that may be imposed on PC steel strand or rebar. Should the USA government or any of its agencies or departments institute any Tariff, Duty or Quota, this proposal (Contract) will be revised to allow Structural Technologies, LLC (VSL) to recover those additional expenses.

TOTAL COST: $ xxx (Includes 7.35 % Use Tax on Materials)

Add Design/Build Payment and Performance Bond: 1.3%

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS, OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENT PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH CONTRACT DOCUMENT.

Submitted by:

Justin Anderson

Justin Anderson
Senior Business Development Manager

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5161 Ward Road, Suite 1 • Wheat Ridge, CO 80033 • Phone: 303-456-9887 • Fax: 303-456-9796
www.structuraltechnologies.com

SCOPE OF WORK

- Furnish structural drawings and calculations for the tank structure, sealed by a Utah Professional Engineer. Tank design will conform to AWWA D115 and contract documents.
- Furnish and install the VSL Post-Tensioning Systems in the tank structure, including bar supports.
- Furnish and install rebar in the tank structure, including bar supports **(floor, columns, walls, roof, hatches)**
- Furnish placement drawings for VSL post-tensioning and rebar work.

SCHEDULE CONDITIONS

- Total Cost is based on VSL performing its work in one move-in with unrestricted, uninterrupted job site access for the duration of VSL's work per a mutually agreed upon schedule. Additional mobilizations during wall construction will have a cost of $3,000 ea.
- Installation of material can commence within 10 working days of receipt of approved VSL placement drawings, per a mutually agreed upon written schedule.
- Installation costs are based on a five-day (Monday-Friday) 40-hour work week with no overtime.
- Job site deliveries shall be in full truckload shipments.
- Buyer shall expedite the approval process for all VSL submittals.
- To place reinforcement, excluding stressing and grouting, VSL requires approximately 15 working days for the floor slab, 3 working days for each of the ~ 8 wall pours, and 15 working days for the roof slab. Approximately 10 working days are required to place, stress, and grout wall tendons after concrete placement of final wall segment and prior to work on the roof slab.
- All wall segments shall be completed in a continuous manner without delays. Preferably, two complete sets of wall forms (1/8 of tank per set) are required to maintain the continuity of VSL's work. VSL to install wall materials against inside or outside wall form.

BUYER SHALL PROVIDE AT NO COST TO VSL

- All weather truck access to job site.
- Operated hoisting equipment at point of use for loading, unloading, moving material and equipment, and as required for installing and stressing wall tendons.
- Suitable on-site staging area for VSL's work.
- Adequate on-site storage area for all material and equipment.
- Suitable workspace for access as follows:
  - A 3-foot walkway around the entire outside perimeter at the edge of floor slab during placement of floor slab reinforcement and stressing operations.
  - If Buyer chooses to set inside wall form first: An 8-foot wide firm and level surface around the entire perimeter of the tank (backfilled to top of wall footing) to accommodate AT scissor lift access for wall construction. VSL will provide scissor lifts.
  - Adequate space around pilaster locations for stressing operations.
  - A 3-foot walkway around the entire outside perimeter at the top of wall during placement of roof reinforcement and stressing operations.
- All workspace shall conform to prevailing OSHA regulations.
- Cleaning of forms and removal of obstacles (snow, soil, debris, etc.) to allow VSL's work to proceed without delay.
- Layout lines required for positioning of tendons and mild reinforcement.
- Furnishing and dumping of rubbish container in the work area for VSL's use.
- Electrical power (110 volt, 30 amp, single phase, within 100' of point of use).
- Cost to repair or replace tendons and reinforcing steel damaged or dislodged by others.
- Potable water with adequate volume and pressure for injection grouting operations (approx. **800 gallons total**).
- Furnish, install, and remove plywood box stressing blockouts for horizontal wall tendons (approx. 12"x12"x8"), **28 total**.
- Patching materials and labor for filling stressing blockouts for horizontal wall tendons, **28 total**.
- Plywood form (11"x14") at top of wall forms for VSL to attach vertical wall anchorages, **170 total**.
- Patching materials and labor for filling all anchorage blockouts in floor and roof slabs and at top of walls, **1,875 total**.
- Wood lined wall forms for attaching wall chairs with metal staples or ability to drill 3/16" dia. holes in steel faced forms.
- Parking and sanitary facilities for VSL employees.

EXCLUSIONS

- Any item not specifically included in SCOPE OF WORK above.
- All earthwork, excavating, grading, fine grading, backfilling, etc.
- Furnishing and installing rebar below the floor slab in pipe encasements, etc.
- Coatings such as epoxy or galvanizing on mild reinforcement.
- All concrete work, patching, form work, shoring, scaffolding, and carpentry work, including the design thereof.
- Furnishing and installing ladders, hatches, vents, piping, sealants, masonry dowels, anchor bolts, plastic and rubber sheet material, structural steel items, inserts, bearing pads, fillers, waterstops, roof components, etc.
- Winter and weather protection, including heating and insulation of structure.
- Trimming of protruding chair staples or tie wire.
- Union labor, prevailing wage, and certified payroll requirements.
- Domestic origin material requirements.
- Bonds, license fees, excise taxes, and permits.

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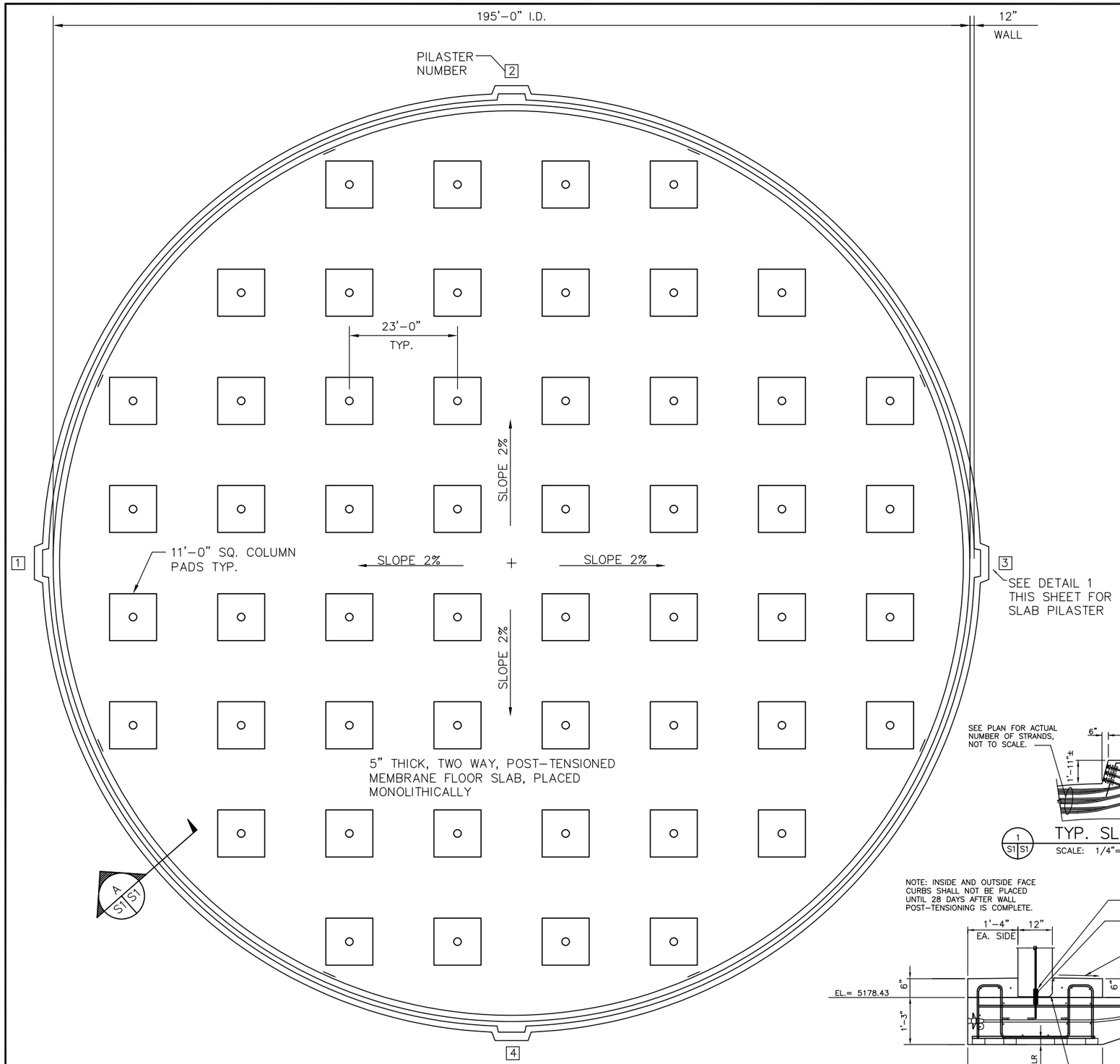


FOUNDATION PLAN

SCALE: 1/16"=1'-0"

GENERAL STRUCTURAL NOTES:

DESIGN CRITERIA

DESIGN CODES AND STANDARDS: AWWA D115, ACI 350, ASCE 7-10, IBC
ROOF: LIVE LOAD = 20 PSF, SNOW LOAD =40 PSF
INTERNAL FLUID PRESSURE = 62.4 PCF FULL HEIGHT
BACKFILL E.F.P. AGAINST WALL = 55 PCF FULL HEIGHT
SEISMIC: PER 2012 IBC, ACI 350.3 AND AWWA D115: TBD
SOIL ALLOWABLE BEARING PRESSURE = 3,000 PSF

CONCRETE

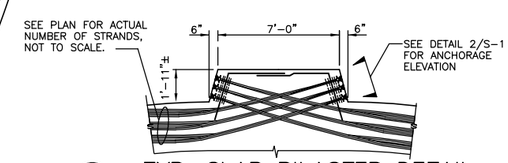
DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI CODES AND REPORTS 318, 301, AND 350. ALL CONCRETE SHALL DEVELOP 4500 PSI COMPRESSIVE STRENGTH WITHIN 28 DAYS, UNLESS OTHERWISE NOTED. MAX. W/C RATIO OF 0.41.
FLOOR AND ROOF CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION WITHOUT COLD JOINTS OR CONSTRUCTION JOINTS, UNLESS SPECIFICALLY SHOWN ON THESE DRAWINGS.
SEE DRAWINGS BY OTHERS FOR SIZES AND LOCATIONS OF HOLES, SLEEVES, REGLETS, BOLTS, NOTCHES, DRIPS, EMBEDDED ITEMS, ETC.
IN WALLS, ALL CONSTRUCTION JOINTS SHALL BE VERTICAL WITH WATERSTOPS. NO HORIZONTAL JOINTS ARE PERMITTED, EXCEPT AS SHOWN ON THE DRAWINGS.
ALL CONCRETE CORNERS EXPOSED TO VIEW SHALL HAVE 3/4" CHAMFER.

REINFORCEMENT

DETAILING, FABRICATION, AND PLACEMENT SHALL BE IN ACCORDANCE WITH ACI 350 AND 315, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS. STEEL REINFORCEMENT SHALL BE NEW, DEFORMED BILLET STEEL, MEETING ASTM STANDARD A 615. #4 BARS AND LARGER SHALL BE GRADE 60 STEEL; #3 BARS AND DESIGNATED REINFORCEMENT SHALL BE GRADE 40; SHOP DRAWINGS SHALL BE MARKED ACCORDINGLY. GRADE 60 DOWELS SHALL NOT BE BENT IN THE FIELD AFTER PLACING. REINFORCEMENT IN ALL WALLS AND SLABS SHALL BE CONTINUOUS AROUND CORNERS OR CORNER BARS PROVIDED BOTH VERTICAL AND HORIZONTAL OR AS DETAILED ON THE DRAWINGS.
LAP ALL TENSION SPLICES ACCORDING TO ACI 350-06, CLASS B, AND ALL COMPRESSION SPLICES 30 BAR DIAMETERS, EXCEPT AS NOTED OR SHOWN ON THE DRAWINGS. SEE DRAWINGS FOR TRIM BARS ON ALL SIDES OF OPENINGS AND PIPES.
PROVIDE CONCRETE COVER FOR REINFORCEMENT AS FOLLOWS: 2" FOR P.T. CONCRETE DEPOSITED AGAINST THE PLASITC; 1-1/2" FOR BARS ELSEWHERE, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
ALL CONCRETE REQUIRES REINFORCEMENT. WHERE REINFORCEMENT IS NOT SHOWN ON DRAWINGS, THE "ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES" (ACI 350-06), SHALL BE REFERRED TO FOR PROPER REINFORCEMENT.
PROVIDE CORROSION PROTECTED ACCESSORIES FOR ALL CONCRETE SURFACES. TACK WELDING OF REINFORCING BARS IS NOT PERMITTED, UNLESS OTHERWISE CALLED FOR OR REVIEWED BY THE ENGINEER.

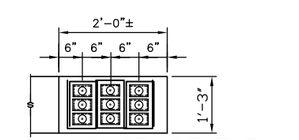
POST-TENSIONING:

ALL PRESTRESSING DESIGN, MATERIALS, AND CONSTRUCTION SHALL CONFORM TO ACI 350, 301, AND AWWA D115. POST-TENSIONING TENDONS SHALL BE 0.5 INCH OR 0.6 INCH (WHERE NOTED) DIAMETER 7-WIRE, LOW-RELAXATION STRAND, ASTM A 416. JACKING STRESS SHALL BE 0.8 FPU (33 KIPS PER STRAND FOR THE 1/2"ø STRANDS & 46.8 KIPS PER STRAND FOR THE 0.6"ø STRANDS). BONDED TENDONS IN CORRUGATED PLASTIC DUCTS SHALL BE USED HORIZONTALLY IN THE WALLS.
ADDITIONAL HORIZONTAL WALL TENDON NOTES: STRANDS TO HAVE A 4' STRESSING TAIL AT BOTH ENDS OF TENDONS. JACK TENDONS AT EACH END (NOT SIMULTANEOUSLY) TO A FORCE OF 216 KSI. SEAT WEDGES OF CIRCUMFERENTIAL TENDONS WITH A 1/4" OR LESS ANCHOR SET.
UNBONDED TENDONS IN THE FLOOR AND VERTICALLY IN THE WALL SHALL BE FULLY ENCAPSULATED IN SLIPPAGE SHEATHING WHICH SHALL CONSIST OF A DURABLE, WATERPROOF POLYETHYLENE PLASTIC TUBING 50 MILS THICK AND CAPABLE OF PREVENTING THE PENETRATION OF CEMENT PASTE AND WHICH WILL CONTAIN A RUST-INHIBITING GREASE COATING. PUNCTURED SHEATHING SHALL BE REPAIRED IN A WATERPROOF MANNER ACCEPTABLE TO THE ENGINEER, OR REPLACED, IF IN THE ENGINEER'S JUDGMENT ADEQUATE REPAIRS CANNOT BE MADE.
FLOOR AND ROOF TENDON NOTES: DEAD END ANCHORAGES TO BE SEATED AT A FORCE OF 33 KIPS. LEAVE A 2' STRESSING TAIL AT EACH LIVE END. AFTER CONCRETE HAS REACHED 1500PSI F'CI, JACK EACH STRAND TO 16 KIPS AT ONE END, THEN AFTER CONCRETE HAS REACHED 3000PSI JACK EACH STRAND TO 33 KIPS AND SEAT WEDGES WITH A 1/4" ANCHOR SET. TRIM STRAND AT APPROXIMATELY 1" FROM JAW, TAKING CARE NOT TO HEAT JAW AS STRAND IS CUT.
CARE SHALL BE TAKEN THAT TENDONS ARE LOCATED AND HELD IN THEIR DESIGNATED POSITIONS. TOLERANCES FOR LOCATION OF PRESTRESSING STEEL IN THE FLOOR, WALL, OR ROOF THICKNESS SHALL NOT BE MORE THAN 1/8 INCH, EXCEPT AS NOTED OR REVIEWED BY THE STRUCTURAL ENGINEER. TOLERANCES IN CIRCUMFERENTIAL OR PLAN DIMENSIONS, PER NORMAL ACI STANDARDS. TENSIONING SHALL NOT START UNTIL TESTS INDICATE THE CONCRETE IN PLACE HAS REACHED THE SPECIFIED INITIAL COMPRESSIVE STRENGTH. TENSIONING SHALL BE DONE BY JACKING UNDER IMMEDIATE CONTROL OF A PERSON EXPERIENCED IN THIS TYPE OF WORK. RECORDS SHALL BE KEPT OF ELONGATION AND TENSION OF THE STRAND AND REVIEWED BY THE ENGINEER PRIOR TO REMOVING STRESSING TAILS. THE OBSERVED ELONGATION SHALL BE WITHIN 7% OF THAT PREDICTED. ALL TENDON ANCHORAGES SHALL BE RECESSED AS SHOWN ON THE DRAWINGS. STRESSING BLOCKOUTS SHALL HAVE A NEAT CEMENT BONDING AGENT AND SHALL BE FILLED WITH NONSHRINK GROUT AFTER PRESTRESSING.



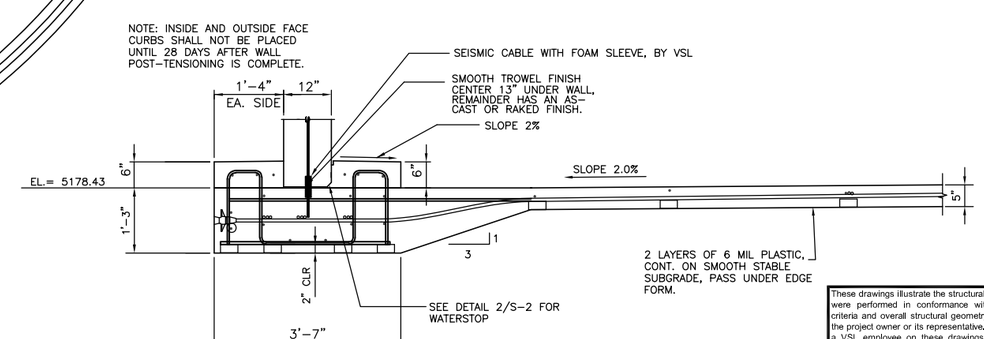
1 S1 S1 TYP. SLAB PILASTER DETAIL

SCALE: 1/4"=1'-0"



2 S1 S1 ANCHORAGE ELEV.

SCALE: 3/4"=1'-0"



A S1 S1 TYPICAL BASE SECTION

SCALE: 3/4"=1'-0"

These drawings illustrate the structural design by VSL. They were performed in conformance with the stated design criteria and overall structural geometry provided to VSL by the project owner or its representative. The stamp or seal of a VSL employee on these drawings pertains only to the structural design and its conformance with the stated design criteria. VSL excludes all liability and / or warranty, expressed or implied, for the accuracy of the design criteria or any item not specific to the VSL design drawings.

REV.	DATE	REVISION	BY	CHK
A	8/20/25	BIDDING ONLY - NOT FOR CONSTRUCTION	JRA	

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VSL
structural TECHNOLOGIES
Structural Technologies LLC
5161 WARD ROAD, SUITE 1
Wheat Ridge, CO. 80033
Telephone: (303) 456-9887

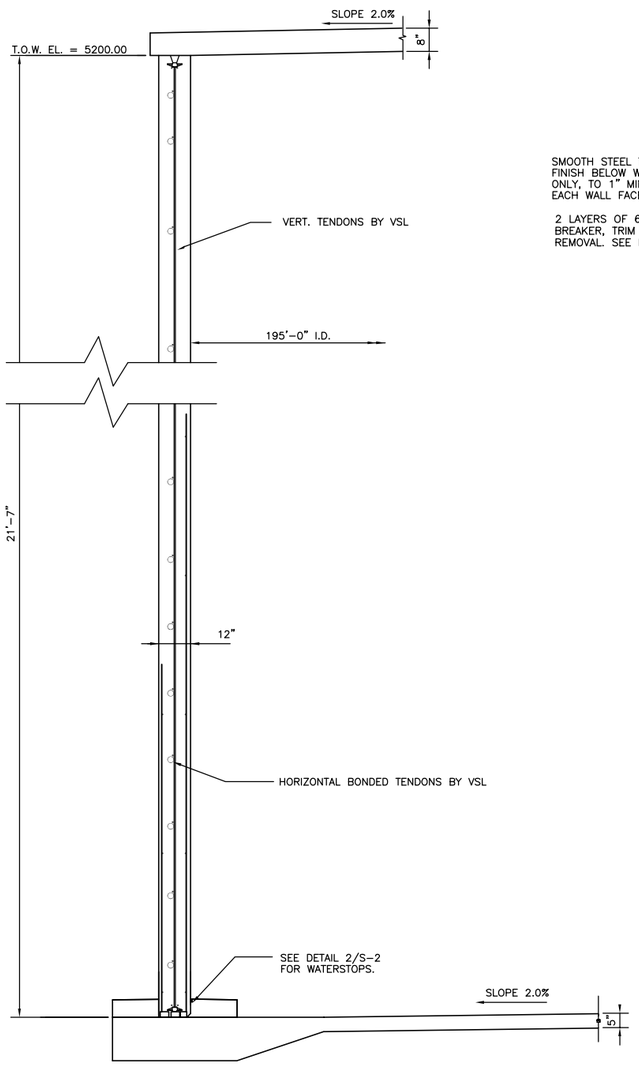
DWG. TITLE: AWWA D115 WATER STORAGE TANK FOUNDATION PLAN & GENERAL NOTES

PROJECT: 4.0 MG WATER STORAGE TANK EAGLE MOUNTAIN CITY, UTAH

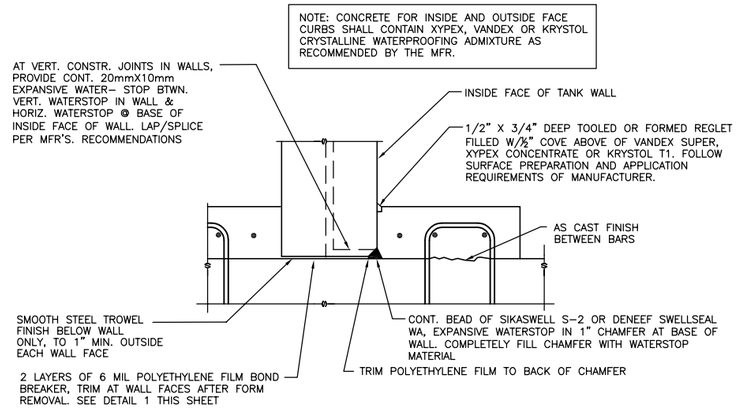
SCALE: AS NOTED

VSL JOB NO: 559617

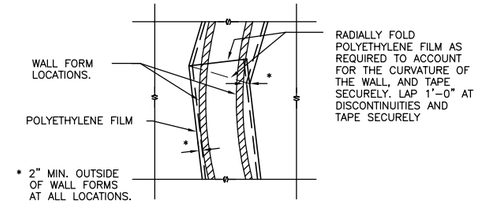
VSL DWG. NO. S-1



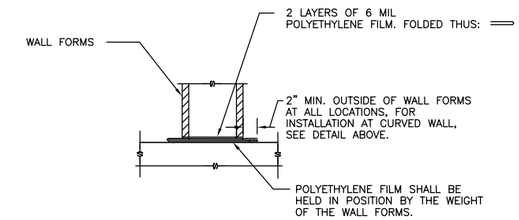
B / S1 S2 TYPICAL WALL SECTION
SCALE: 1/2"=1'-0"



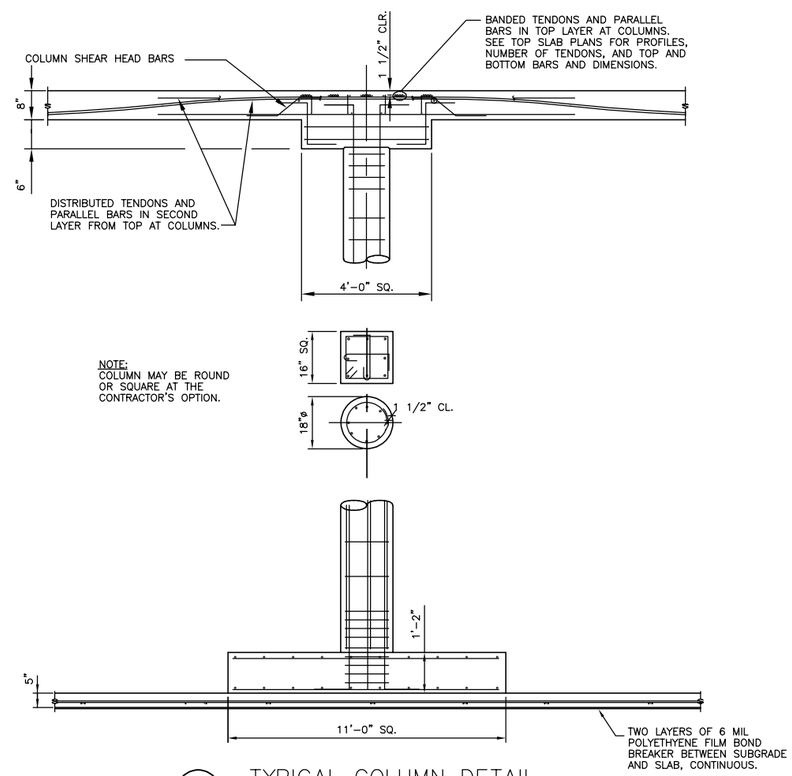
1 / S1 S2 WATERSTOP DETAIL
SCALE: 1 1/2"=1'-0"



PLAN OF POLYETHYLENE FILM



1 / S2 S2 POLYETHYLENE FILM DETAIL
SCALE: 3/4"=1'-0"



3 / S2 S2 TYPICAL COLUMN DETAIL
SCALE: 1/2"=1'-0"

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structural TECHNOLOGIES
Structural Technologies LLC
5161 WARD ROAD, SUITE 1
Wheat Ridge, CO. 80033
Telephone: (303) 456-9887

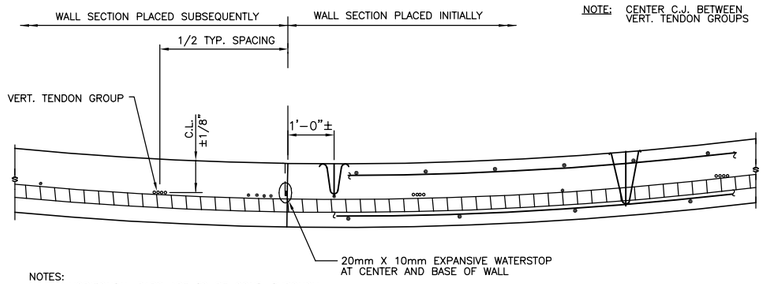
DWG. TITLE: AWWA D115 WATER STORAGE TANK WALL SECTIONS AND DETAILS

PROJECT: 4.0 MG WATER STORAGE TANK EAGLE MOUNTAIN CITY, UTAH

SCALE: AS NOTED

VSL JOB NO: 559617

VSL DWG. NO. S-2

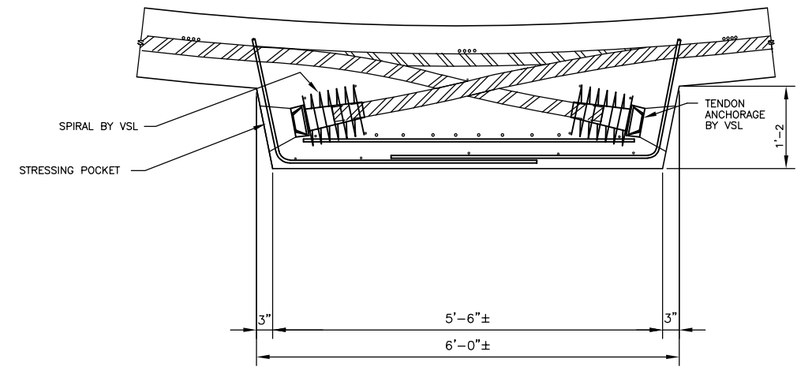


NOTE: CENTER C.J. BETWEEN VERT. TENDON GROUPS

NOTES:
1. ALL HORIZONTAL BARS ARE TO BE CONT. THROUGH VERT. CONSTRUCTION JOINTS.
2. NUMBER OF VERTICAL WALL JOINTS T.B.D. BY CONTRACTOR, 8 MAX.

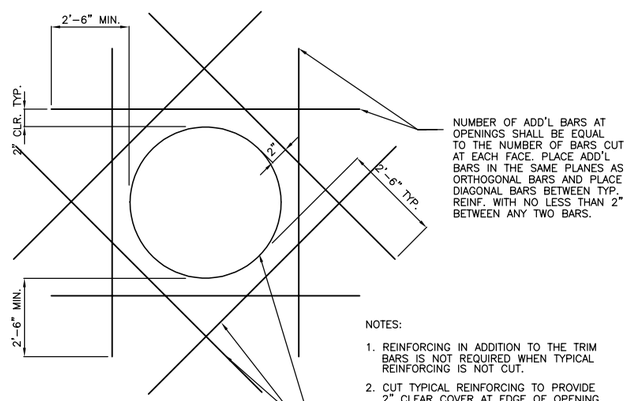
4 S2 S3 TYPICAL VERTICAL WALL JOINT & SUPPORT DETAIL

SCALE: 1"=1'-0"



3 S3 S3 TYPICAL WALL PILASTER DETAIL

SCALE: 1"=1'-0"



NUMBER OF ADD'L BARS AT OPENINGS SHALL BE EQUAL TO THE NUMBER OF BARS CUT AT EACH FACE. PLACE ADD'L BARS IN THE SAME PLANES AS ORTHOGONAL BARS AND PLACE DIAGONAL BARS BETWEEN TYP. REINF. WITH NO LESS THAN 2" BETWEEN ANY TWO BARS.

FOR OPENINGS 12" OR LARGER IN ANY DIRECTION ADD 8 #5, 1 EA. WAY, EA. FACE, EA. SIDE OF OPENING. PLACE TRIM BARS INSIDE MAIN LAYERS OF REINF.

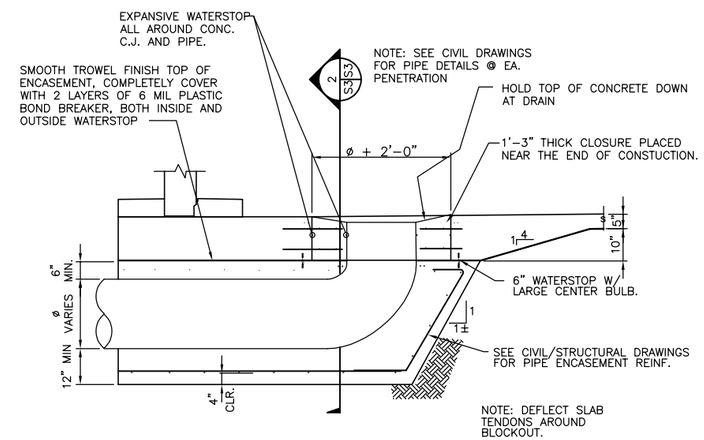
CIRCULAR OPENING SHOWN, SIMILAR FOR RECTANGULAR OPENINGS. SEE SPECIFIC LOCATIONS.

NOTES:

1. REINFORCING IN ADDITION TO THE TRIM BARS IS NOT REQUIRED WHEN TYPICAL REINFORCING IS NOT CUT.
2. CUT TYPICAL REINFORCING TO PROVIDE 2" CLEAR COVER AT EDGE OF OPENING.
3. IF THE EDGES OF AN OPENING OR PIPE ARE LOCATED WITHIN 2'-6" OF THE EDGE OF A SLAB OR FROM THE TOP OR BOTTOM OF A WALL OR A LOCATION WHERE A 2'-6" PROJECTION IS NOT POSSIBLE, PROVIDE A STANDARD 90° HOOK AT FAR FACE OF THE CONCRETE.

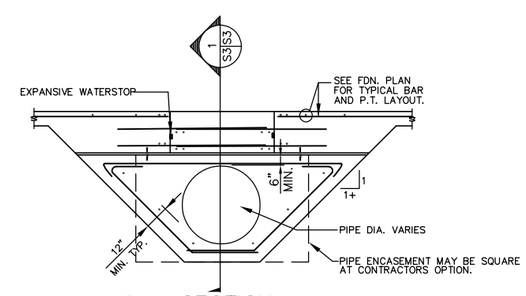
1 S1 S1 TYP. PENETRATION OR OPENING

SCALE: NO SCALE



1 S3 S3 TYP. PIPE PENETRATION DETAIL

SCALE: 1/2" = 1'-0"



2 S3 S3 SECTION

SCALE: NO SCALE

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5161 WARD ROAD, SUITE 1
Wheat Ridge, CO. 80033
Telephone: (303) 456-9887

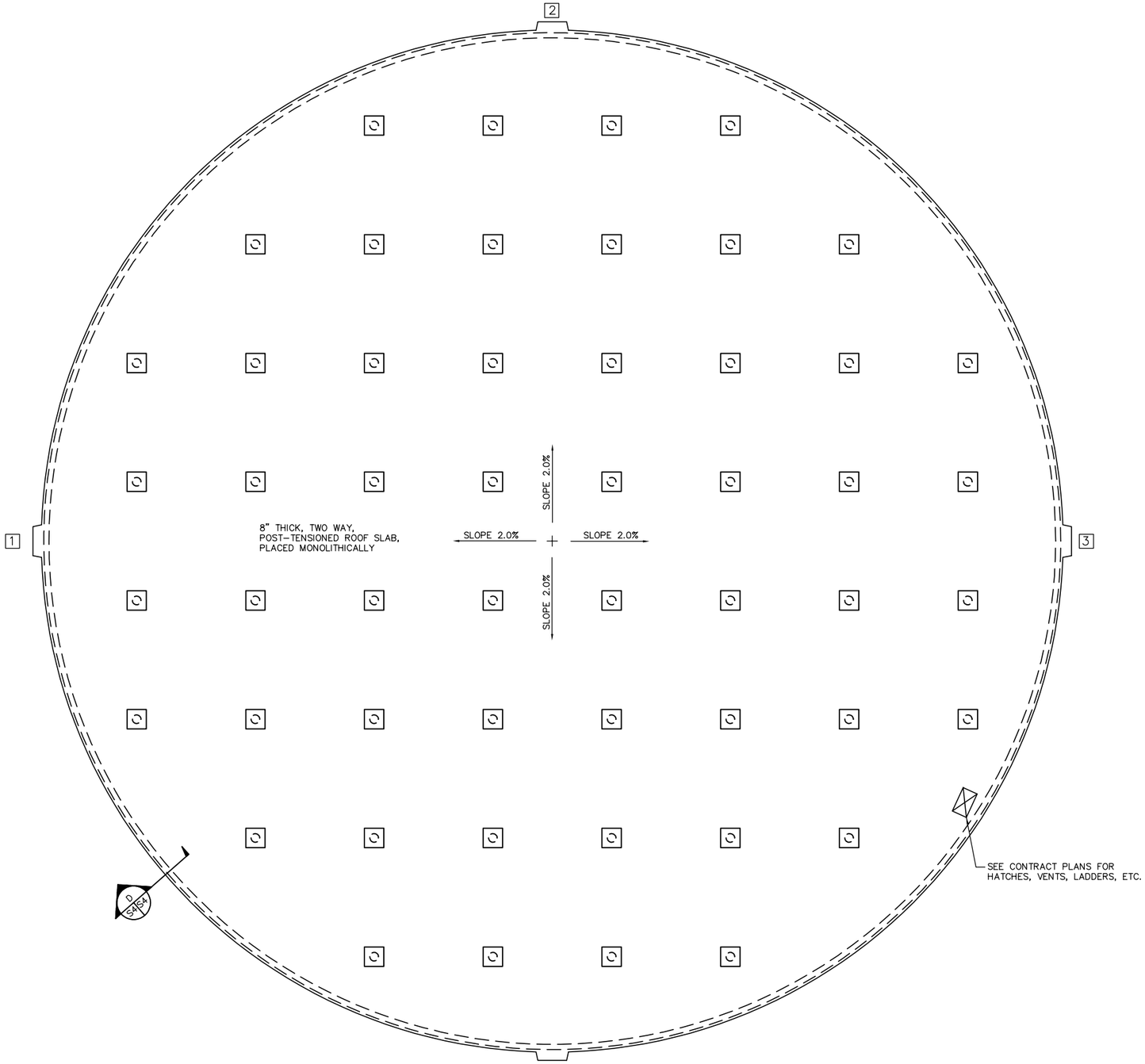
DWG. TITLE: AWWA D115 WATER STORAGE TANK TYPICAL DETAILS

PROJECT: 4.0 MG WATER STORAGE TANK EAGLE MOUNTAIN CITY, UTAH

SCALE: AS NOTED

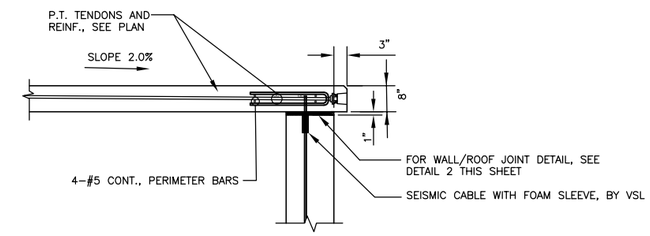
VSL JOB NO: 559617

VSL DWG. NO. S-3



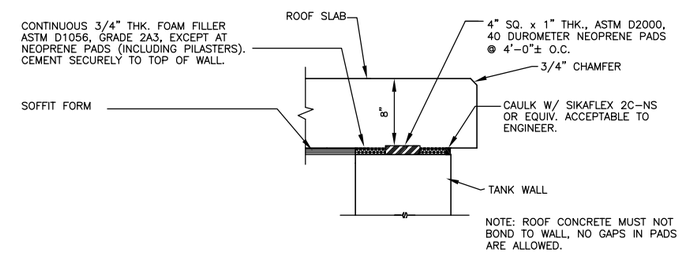
ROOF PLAN

SCALE: 3/32"=1'-0"



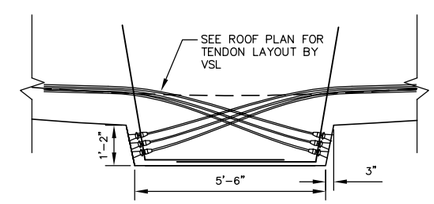
D S4 S4 ROOF EDGE SECTION

SCALE: 3/4"=1'-0"



2 S4 S4 WALL/ROOF JOINT DETAIL

SCALE: 1 1/2"=1'-0"



1 S4 S4 TYP. ROOF PILASTER

SCALE: 1/2"=1'-0"

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structural TECHNOLOGIES
Structural Technologies LLC
5161 WARD ROAD, SUITE 1
Wheat Ridge, CO. 80033
Telephone: (303) 456-9887

DWG. TITLE: AWWA D115 WATER STORAGE TANK
ROOF PLAN & SECTIONS

PROJECT: 4.0 MG WATER STORAGE TANK
EAGLE MOUNTAIN CITY, UTAH

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SCALE: AS NOTED

VSL JOB NO: 559617

VSL DWG. NO. S-4

ProBuild

5495 West Leo Park Road

West Jordan, UT 84081

License # 8366226-5501

Qualifications

For

EMC Scarlet 009 4MG Water Tank

Owner:

Eagle Mountain City

1650 Stagecoach Run

Eagle Mountain, UT 84005

EMC-FY26-01

Probuild Construction, Inc.
Statement of Qualifications

When Build Inc. disbanded in 2012, after the owner passed, Ryan Linford and Tom Jessup gathered some core employees. They founded ProBuild Construction, Inc. Ryan and Tom had both been working for Build Inc., as a Project Manager and General Superintendent, respectively. The experience they gained enabled them to continue the high-quality Concrete and Structural work that Build Inc. had been known for and to be able to shift that focus onto a smaller scale company, training their Superintendents to have the same high standards they had been developing.

Since its formation, ProBuild Construction has become a leading tank builder in Utah, leading the competition in D115, and D110 tanks, and winning several American Concrete Institute awards for Structural Concrete. (some shown on following page)

Through the course of their careers, both Tom and Ryan have worked with many municipalities and engineers constructing tanks from a few hundred thousand to twelve million gallons with a focus on efficiency, and long-term durability. With this experience, ProBuild is confident in our ability to construct any concrete tank or reservoir that best suits our clients' needs

Probuild also constructs booster and lift stations, concrete vaults with various types and sizes of piping, chlorination buildings, and we have built a Water Treatment Plant for Garden City, Utah.

Probuild also works with various cities providing routine inspections, maintenance, disinfecting, and other service calls for existing concrete water tanks.

Examples of relevant previous work and project resumes are attached.

ProBuild Construction Inc. is qualified to perform structural, mechanical, and civil work. Electrical would be subcontracted out.

2023
EXCELLENCE IN
CONCRETE AWARD
Presented to
PROBUILD
CONSTRUCTION, INC.
for
FORT DOUGLAS
3 MILLION GALLON
TANK PROJECT
Category
STRUCTURES:
PUBLIC WORKS

2019
EXCELLENCE IN
CONCRETE AWARD
PRESENTED TO
PROBUILD
CONSTRUCTION,
INC.
for
PROVO WEST SIDE
TANK #1
Category
STRUCTURES:
PUBLIC WORKS

AWARDS

Presented to
PROBUILD
CONSTRUCTION, INC.
for
SOUTH JORDAN
ZONE 7&8 5MG TANK
Category
STRUCTURES:
PUBLIC WORKS

2024
EXCELLENCE IN
CONCRETE AWARD
Presented to
PROBUILD
CONSTRUCTION, INC.
for
HIGHWAY 89
5.8 MG TANK
Category
STRUCTURES-
PUBLIC WORKS

CONTENTS OF QUALIFICATION

SECTION 1

STATEMENT OF QUALIFICATIONS

SECTION 2

KEY PERSONEL QUALIFICAITONS AND EXPERIENCE

SECTION 3

SUPPLEMENTARY PROJECT PORTFOLIO

SECTION 4

VSL RESUME

SECTION 1

STATEMENT OF QUALIFICATIONS

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: **06/28/2012**

EXPIRATION DATE: **11/30/2025**

ISSUED TO: **Probuild Construction Inc**
5495 W LEO PARK RD
WEST JORDAN UT 84081

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

8366226-5501 **Contractor With LRF** **DBAs:** None Associated

B100, E100

Form #1

MORETON & COMPANY

INSURANCE · EMPLOYEE BENEFITS · SURETY

April 28, 2025

Re: ProBuild, Inc.

To Whom It May Concern:

We are pleased to provide you with a letter of reference for ProBuild. They are well qualified, and have the management, labor force equipment and experience in place to complete any project you may have.

ProBuild has established a formal bonding relationship with United States Fire Insurance Company. United States Fire Insurance Company has extended surety credit to ProBuild with a $40,000,000 single, $80,000,000 aggregate project limit.

We would favorably consider a request from ProBuild to provide any bid bonds, performance and payment bonds or warranty bonds that may be required for the above-captioned project. Such prequalification and approval would be conditioned upon acceptable underwriting considerations, such as: contract terms, bond forms, and a favorable review of current underwriting information at the time of the request for the bond(s).

This letter is not an assumption of liability, nor is it a bid or performance bond. It is issued only as a bonding reference for our client.

Moreton & Company and United States Fire Insurance Company, have the utmost respect for this fine firm, and look forward to a long-term relationship with ProBuild. If I may answer any questions, please contact me at 531-1234.

Sincerely,

Philip S. Walter

Philip S. Walter
Sr. Vice President

PSW:jap

SECTION 2

KEY PERSONEL QUALIFICAITONS AND EXPERIENCE

Project Flow Chart

Probuild Office 5495 Leo Park Rd. West Jordan, UT 801-295-1300	
Safety Manager/HR Wesley Jessup 801-628-0686 office@probuildinc.com	Implements Safety Procedures & Trainings Oversees project, employee, and public safety SWPPP Coordinator
Safety Officer (Field) Adam Schmidt 801-503-6947 adam@probuildinc.com	Conducts random safety inspections Safety meetings & training Coordinates safety needs SWPPP Inspector
Project Manager Ryan Linford 801-381-3110 Ryan@probuildinc.com	Collaborates with engineers and tracks progress of the project Reports project progress to clients Complies with safety and building codes Logistic planning of key project milestones
Onsite General Superintendent Efren Estrada 801-381-1476 efren@probuildinc.com	Supervises onsite superintendent and subcontractors Oversees all aspects of the construction project
Onsite Superintendent TBA	Supervises employees Conducts safety meetings, JHA's & onsite trainings

RYAN LINFORD

5495 West Leo Park Rd, West Jordan, UT 84081 / (801) 381-3110 / ryan@probuildinc.com

PROJECT MANAGER / ESTIMATOR / OWNER

28 Years Experience in Construction Cost Analysis Estimating, Prequalification and Qualification Proposal Development, Construction Project Management, Work in Progress/Budget Reports, Design/Build Contracts and Proposals, and Construction Business Management; Managing Many Levels of Commercial and industrial Contracting Business with Increasing Revenues, including: Human Resources, Accounting (Banking, Bonding, and AR/AP),Hiring, and Safety. Experience with a Wide Variety of Water Tank Construction, Pump Stations, Water and Waste Water Treatment plant facilities, Piles, Bridges, Structural Concrete, Shoring, Avalanche Control and Marina Projects.

Outstanding record of establishing and maintaining solid relationships with team members and clients. Success in helping to grow a company during a waning economy. Instrumental in company growth from $9 Million to $32 Million.

CORE CONSTRUCTION PROJECT MANAGEMENT SKILLS:

Water Tanks, Plants, and Marinas

- Pre-stressed Tanks D110
- Post-tension Tanks D115
- Water/Waste Water Treatment Plants
- Marinas and Docks
- Conventionally Reinforced Tanks
- Well and Booster Stations
- Sewer Lift Stations
- Diversion Structures

Roads and Structures

- Bridges (Roadways and Railroads)
- Refineries
- Parking Structures
- Pile Driving (Auger Cast Piles, Caissons, H Piles, Pipe Piles, Micro Piles, and Sheet Piles)

Earth Shoring

- Under Pinning
- Timber Lagging
- Shotcrete Soil Nails
- Pile Driving (Soldier Piles, and Sheet Piles), Secant Walls, Avalanche Control
- Gabion Walls

PROFESSIONAL EXPERIENCE

PROBUILD CONSTRUCTION, INC.: BUSINESS OWNER/MANAGER / ESTIMATOR / PROJECT MANAGER / ACCOUNTING / HUMAN RESOURCES – 2012 TO PRESENT

Developed a reputation for quality in highly specialized water tank, structural concrete, excavation, and pipeline construction. Established a number of solid relationships within the local water tank, water treatment plant, pile driving, earth shoring and marina construction arena. Managed several high-profile projects from initiation to completion. Saved overhead costs by effectively managing all aspects of the construction and business process for quality and efficiency. Instrumental Manager in company growth from 600K to $12 Million.

BUILD INC.: BUSINESS OFFICE MANAGER / ESTIMATOR / PROJECT MANAGER – 1995 TO 2012

Developed a reputation for quality in highly specialized water tank, pile driving, earth shoring, and marina construction. Established a number of solid relationships within the local water tank, water treatment plant, pile driving, earth shoring and marina construction arena. Managed several high-profile projects from initiation to completion. Saved overhead costs by effectively managing all aspects of the construction process for quality and efficiency.

Project Resume (Relevant Key Projects as Project Manager):

Little MTN 4 MG D115—Weber Basin 2025	*11800 S Tanks (Two) 5MG D115—South Jordan 2025*
Malcomb D115 5 MG Tank—Spanish Fork City 2023	*Lower Pasture Booster Station—Kaysville City Corp 2023*
Coyote Irrigation Pump Station—North Village Special Service District 2023	*Weber South WTP D115 MG Tank—Weber Basin 2023*
Highway 89 D110 5.8 MG Tank—Weber Basin 2023	*Dancing Sun Lift Station—Talisker Club 2023*
West Jordan Zone 6 D110 3 MG Tank—West Jordan 2023	*Fort Douglas D110 3MG Tank—SLC 2022*

Holbrook Pump House — Bountiful City 2020	*Eagle Mountain D115 3.5 MG Tank – Eagle Mtn City 2019*
West Jordan D110 3 MG Tank – West Jordan City 2019	*South Jordan Zone 7 & 8 D115 5 MG Tank – S. Jordan City 2019*
Flat Iron Tank Replacement D110 5MG Tank – Sandy City 2018	*Provo West Side Tank #1 D115 6 MG Tank – Provo City 2016*
TBID D110 5 MG Tank – Taylorsville Bennion Improvement 2012	*Ashley Valley D115 3 MG Tank – Ashley Valley Water 2011*
Main Street Pump Station Renovation — Herriman City 2011	*36th Street D110 5 MG Tank & Pump Station – Ogden City 2009*
Eagle Mountain D110 2 MG Tank – Eagle Mtn 2009	*Garden City Water Treatment Facility — Garden City 2010*
Ashley Valley WTP Terminal Reservoir 10 MG – Central UT 2004	*Traverse Mountain Water Tank Booster Pump House — Mountain Home Development Corp 2008*

*A full project resume is attached

EDUCATION, ADDITIONAL EXPERIENCE, & CONSTRUCTION RELATED CREDENTIALS

AAS Degree: Engineering Design/Drafting Technologies – Salt Lake Community College

General Contractor License: State of Utah, License #8366226-5501 (Qualifier)

General Contractor License: State of Oregon, License #193476 (Qualifier)

Volunteer Service: Missionary Service – The Church of Jesus Christ of Latter-day Saints – Puerto Rico 1993-1995

Language Ability: Spanish – Speak, Read, and Translate (1993 to Present)

Human Resources Management Experience:

Health insurance
General liability insurance
Worker compensation
Safety training
Harassment issues

Job-Related Training and Certifications:

Completed Project Manager Development Program – Risk Management (Training)
Completed Project Manager Development Program – Leadership (Training)
Manlift, Forklift, Scissor Lift Operator (Certification)
Traffic Control Maintainer UDOT (Certification)
Environmental Control Supervisor (Certification)
Primavera Contractor P6 (Certification)
First Aid (Certification)
10 hour OSHA (training Fall Protection (Training)
Scaffold (Training)
30 hour OSHA (Training)
Powder Actuated Tool (Training)

EFREN ESTRADA

5495 West Leo Park Rd, West Jordan, UT 84081 / (801) 381-1476 / Efren@probuildinc.com

GENERAL SUPERINTENDENT / OPERATIONS MANAGER

17 Years Experience in Construction as a Superintendent and Foreman. Experience with a wide variety of Concrete Water Tank Construction - Conventional and Post and Pre stressed, Pump houses, Piles, Bridges, Structural Concrete, and Shoring.

CORE CONSTRUCTION SUPERINTENDENT MANAGEMENT SKILLS:

Water Tanks, Plants,

- Pre-stressed Tanks D110
- Post-tension Tanks D115
- Water Treatment Plants
- Conventionally Reinforced Tanks
- Well and Booster Stations
- Sewer Lift Stations
- Diversion Structures

Roads and Structures

- Bridges
- Refineries
- Parking Structures
- Asphalt

Piping, Valve Vaults

- Installation of DIP – up to 36”
- Valves
- Roof and Siding
- Curb and Sidewalk

PROFESSIONAL EXPERIENCE

PROBUILD CONSTRUCTION, INC.: SUPERINTENDENT – 2012 TO PRESENT

Developed a reputation for quality in highly specialized water tank, structural concrete, and pipeline construction. Superintendent over several high-profile projects from initiation to completion.

BUILD INC.: Superintendent / Foreman – 2008 TO 2012

Developed a reputation for quality in highly specialized water tanks, Booster stations, and concrete work. Superintendent over several high-profile projects from initiation to completion.

11800 S Tanks (Two) 5MG D115—South Jordan 2025	*Malcomb 2 D115 5 MG Tank—Spanish Fork City 2024*
6800 Pump Station—Heber City 2024	*Coyote Irrigation Pump Station—Heber City 2024*
West Jordan Zone 6 D110 3 MG Tank—West Jordan 2023	*Fort Douglas D110 3MG Tank—SLC 2022*
West Jordan Zone 3 D110 3 MG Tank – West Jordan City 2021	*Dancing Sun Lift Station – Heber City 2022*
Holbrook Pump House — Bountiful City 2020	*South Jordan Zone 7 & 8 D115 5 MG Tank – S. Jordan City 2020*
American Fork Upper East Side Rehab—American Fork City 2017	*TBID Atherton West Well Expansion – Taylorsville Bennion 2013*
Stansbury D115 3 MG—Stansbury Improvement District—2016	*Traverse Mountain Water Tank Booster Pump House — Mountain Home Development Corp 2008*
Garden City Water Treatment Facility – Garden City 2010	

*A full project resume is available on request

ADDITIONAL EXPERIENCE, TRAINING & CONSTRUCTION RELATED CREDENTIALS

- Fall Protection (Training)
- Scaffold (Training)
- 10 hour OSHA (Training)
- Manlift, Forklift, Scissor Lift Operator (Certification)
- Power Actuated Tool (Training)
- First Aid and CPR (Certification)
- Fire Extinguisher (Training)

SECTION 3

SUPPLEMENTARY PROJECT PORTFOLIO

Attachment B

Contractor Project Experience Data Sheet

Project Name: Garden City Water Treatment Facility

Owner: Garden City **Project Location:** Garden City, Utah

Size and Type of Reservoir or Pipeline: 500K Gallon Conventional Water tank, Water Treatment Facility, 3000LF of 20" Piping, and 4 valve vaults, 430 HP

Superintendent: Efren Estrada **PM:** Ryan Linford

Project Description: The Water Treatment plant was a new install from the ground up with state-of-the-art technologies using a Microfiltration system including the capability to produce its own Chlorine onsite. The Chlorine was used for the Chlorinator as well as the automated reverse filtration cleaning system the plant uses to flush each of the filter systems in use.

A 500,000 Gallon Conventional water tank was built with this facility.

Water for this project was first rerouted to a newly constructed vault where we installed 3 deep well pumps capable of collectively moving over 5,000 gpm which means every minute the filtration system could produce that same amount of clean drinkable water. 4 additional pumps were installed within the water treatment facility.

The Water Treatment Facility also contained a lab for testing, an emergency generator, and its own neutralization tank and discharge system.

Piping going to and from this facility in conjunction with the water source, vaults, Treatment Facility, water Tank, and the tie-in to the existing water line, comprised 3000 LF of 20" DIP. Additional unaccounted LF piping within the facility consists of SCH 80 & HDPE. Total Horse Power for all installed pumps for this project is 430.

Date Completed: Aug 2010

Contract Bid Price: $2,867,851.00 **Contract Final Price:** $3,047,851.00

Owner's Contact Info: Riley Argyle (435) 946-2901

Engineer's Contact Info: Sunrise Engineering—Jason Linford— (307)248-2810

Project Name: Fort Douglas Tank Project

Owner: Salt Lake City

Project Location: Salt Lake City, Utah

Size and Type of Reservoir or Pipeline: 3 MG D110 Tank with 16” Piping

Superintendent: Humberto Jimenez **PM:** Ryan Linford

Safety: Tommy Jessup **Quality:** Adam Schmidt

Project Description: This project had major earth work including a portion of the excavation through bedrock. This project consists of constructing a new 3 MG AWWA D110 tank, large inlet/outlet valve vault, piping, and an extensive retaining wall system.

This won the Excellence in Concrete Award in 2023

Date Bid: 11/2020 **Tank Completion:** 3/2023

Contract Bid Price: $8,072,600.00 **Contract Final Price:** $8,260,927.67

Owner’s Contact Info: Tom Rushing—801-535-6396

Engineer’s Contact Info: Greg Loscher—Bowen Collins & Associates—801-495-2224

Project Name: 4 MG Little Mountain Tank Project

Owner: Weber Basin Water Conservancy District

Project Location: Ogden, Utah

Size and Type of Reservoir or Pipeline: 4 MG D115 Tank with Piping

Superintendent: Humberto Jimenez **PM:** Ryan Linford

Safety: Wesley Jessup **Quality:** Adam Schmidt

Project Description: A portion of the excavation was through bedrock. This project consists of constructing a new 4 MG AWWA D115 tank. Upon completion, Piping integration with adjacent 2 MG Tank. An adjacent 1 MG tank will be demolished.

Monolithic Roof Pour 550 yds **Monolithic Floor Pour 600 yds**

Date Bid: June 2024 **Tank Completion:** October 2025

Contract Bid Price: $9,847,672.30 **Contract Final Price:** $9,787,672.30

Owner's Contact Info: Matthew Meier—801-771-4360

Engineer's Contact Info: Sunrise Engineering—Steve Hansen—801-523-0100

Project Name: Malcomb Springs 2

Owner: Spanish Fork City

Project Location: Spanish Fork, Utah

Size and Type of Reservoir or Pipeline: 5 MG D115 Tank

Superintendent: Stanley Stonier **PM:** Ryan Linford

Safety: Wesley Jessup **Quality:** Adam Schmidt

Project Description: Prior to work could begin on this project, a 1 MG Water Tank had to first be demolished. The expanded site for the new tank also resides inside a wind farm. Further demolition of a windmill (2023-126 Windmill Removal Project) had to be completed.

Tank diameter is 190 feet. Wall height is 26 feet.

Monolithic Floor Pour 560 yds **Monolithic Roof Pour 650 yds**

8 Wall sections

Date Bid: Fall of 2022 **Completion:** Fall 2024

Contract Bid Price: $7,273,821.30 **Contract Final Price:** $7,348,711.30

Contract Duration at Bid: 24 months **Final Contract Duration:** 24 months

Owner's Contact Info: Spanish Fork City (801) 804-4543

Engineer's Contact Info: Sunrise Engineering—(801) 523-0100

Project Name: South Jordan Zone 7 & 8 D115 5 MG Tank

Owner: South Jordan City

Project Location: South Jordan

Size and Type of Reservoir or Pipeline: 5 MG D115 Tank, valve vaults, Chlorination Building

Superintendent: Efren Estrada **PM:** Ryan Linford

Safety: Tommy Jessup **Quality:** Adam Schmidt

Project Description: 5MG Concrete Water Tank with D115 post tension design, two Jordan Valley meter vaults, a large valve vault, a chlorination building, and detailed landscaping.

Installed piping ranged from 10” to 24” DIP & 30” PVC C905; totaling 800 LF. Two Valve Vaults and a Chlorination building comprising multiple pumps totaling 200 HP.

This tank won the Excellence in Concrete Award in 2022

Tank Diameter 187’ 4” Wall Height 26’ 52 columns

Monolithic Floor & Roof Pours

Estimated Completion: 2020

Contract Final Price: $4,260,829.00

Final Contract Duration: 24 months

Owner’s Contact Info: Ken Short (801) 657-9298

Engineer’s Contact Info: Hansen, Allen, Luce—Mike Chambers—(801) 566-5599

Project Name: Weber Basin South WTP

Owner: Weber Basin Water Conservancy District

Project Location: Ogden, Utah

Size and Type of Reservoir or Pipeline: 5 MG D115 Tank with Piping

Superintendent: Boyd Otteson **PM:** Ryan Linford

Safety: Wesley Jessup **Quality:** Adam Schmidt

Project Description: Construction of a new 5 MG AWWA D115 tank, Inlet and Outlet Valve Vaults, Welded Steel Pipe: 48” 300 LF, 42” 240 LF, 36” 200 LF, 24” 100 LF; Drain and Underdrain Vaults, Overflow Box, Reservoir Inlet, Outlet, underdrain, drain, overflow, and washdown piping; a retaining wall, connections to existing piping, and landscape restoration.

25’4” Wall Height. Tank Dimensions 200’ x 152’ 48 columns

Monolithic Roof Pour 1300 yds **Monolithic Floor Pour 1060 yds**

12 Wall Sections (1550 total yardage for all walls)

Date Bid: Spring of 2023 **Completion:** 2025

Contract Bid Price: $18,481,980.00 **Contract Final Price:** $18,051,563.50

Owner’s Contact Info: Jesse Moreno (801) 771-1677

Engineer’s Contact Info: Bowen Collins & Associates—Josh Curtis—(801)495-2224

SECTION 4

VSL RESUME

UTAH TANK PROJECT LIST

structural TECHNOLOGIES VSL

	PROJECT	CITY	ST	CAPACITY, MG	QTY	YEAR	OWNER
1	CULINARY WATER RESERVOIR	SALT LAKE CITY	UT	3.0	1	1975	CITY OF SALT LAKE
2	CULINARY WATER RESERVOIR	WEST JORDAN	UT	2.0	1	1975	CITY OF WEST JORDAN
3	MT. PLEASANT	MT PLEASANT	UT	1.0	1	1976	CITY OF MT PLEASANT
4	BRIGHAM CITY TANK	BRIGHAM CITY	UT	5.0	1	1978	BRIGHAM CITY
5	SALT LAKE CITY CORP	SALT LAKE CITY	UT	12.5	1	1978	SALT LAKE CITY CORP
6	AMERICAN FORK	AMERICAN FORK	UT	5.0	1	1981	CITY OF AMERICAN FORK
7	KEARNS TANK	KEARNS	UT	2.0	1	1981	KEARNS IMPROVEMENT DISTRICT
8	UTAH STATE UNIVERSITY THERMAL ENERGY STORAGE TANK	LOGAN	UT	2.2	1	2011	UTAH STATE UNIVERSITY
9	MT. PLEASANT TANK ROOF REPLACEMENT	MT. PLEASANT	UT	1.0	1	2011	CITY OF MT PLEASANT
10	VERNAL 3 MG TANK	VERNAL	UT	3.0	1	2012	ASHLEY VALLEY WATER & SEWER IMPROVEMENT DISTRICT
11	OAKRIDGE TANK	LAYTON	UT	2.0	1	2012	LAYTON CITY
12	PEPPERWOOD TANK	SANDY	UT	3.2	1	2014	CITY OF SANDY
13	BEAVER CITY WATER TANK ROOF REPLACEMENT	BEAVER	UT	1.0	1	2014	BEAVER CITY
14	KENNECOTT FIRE WATER / MAKEUP WATER STORAGE TANK	MAGNA	UT	1.5	1	2015	KENNECOTT UTAH COPPER LLC
15	KEARNS IMPROVEMENT DISTRICT 5 MG TANK	KEARNS	UT	5.0	1	2015	KEARNS IMPROVEMENT DISTRICT
16	ZONE 2 NORTH - 5.0 MG WATER STORAGE TANK	HERRIMAN	UT	5.0	1	2015	HERRIMAN CITY
17	STANSBURY PARK I.D. WATER STORAGE TANK	STANSBURY PAF	UT	3.0	1	2016	STANSBURY PARK IMPROVEMENT DISTRICT
18	PROVO CITY 4 MG WEST SIDE TANK #2	PROVO	UT	4.0	1	2016	PROVO CITY
19	PROVO CITY 6 MG WEST SIDE TANK #1	PROVO	UT	6.0	1	2017	PROVO CITY
20	AMERICAN FORK UPPER EAST TANK ROOF REPLACEMENT	AMERICAN FORK	UT	5.0	1	2017	CITY OF AMERICAN FORK
21	FARMINGTON TANK	FARMINGTON	UT	2.0	1	2018	FARMINGTON CITY
22	SOUTH JORDAN ZONES 7&8 TANK	SOUTH JORDAN	UT	5.0	1	2018	SOUTH JORDAN CITY
23	BALLARD TANK	BALLARD	UT	1.0	1	2019	BALLARD WATER IMPROVEMENT DISTRICT
24	EAGLE MOUNTAIN TANK	EAGLE MOUNTAI	UT	3.5	1	2019	CITY OF EAGLE MOUNTAIN
25	VALLEY VIEW TANK	LAYTON	UT	2.0	1	2019	LAYTON CITY
26	KEARNS ZONE A TANK	KEARNS	UT	2.0	1	2019	KEARNS IMPROVEMENT DISTRICT
27	KEARNS ZONE E TANK	KEARNS	UT	1.5	1	2020	KEARNS IMPROVEMENT DISTRICT
28	BLUFFDALE TRAINGLE TANK	BLUFFDALE	UT	4.0	1	2020	BLUFFDALE CITY
29	KAYSVILLE TANK	KAYSVILLE	UT	1.0	1	2020	KAYSVILLE CITY
30	LEHI CITY TANKS	LEHI	UT	2.3	2	2021	LEHI CITY
31	KEARNS ZONE D RECTANGULAR TANK	KEARNS	UT	5.0	1	2021	KEARNS IMPROVEMENT DISTRICT
32	WEST JORDAN AIRPORT #2 TANK	WEST JORDAN	UT	4.0	1	2021	CITY OF WEST JORDAN
33	PROVIDENCE TANK	PROVIDENCE	UT	1.5	1	2021	PROVIDENCE CITY
34	HYDE PARK TANK	HYDE PARK	UT	2.0	1	2021	HYDE PARK CITY
35	SPRINGVILLE LOWER SPRING CREEK TANK #3	SPRINGVILLE	UT	3.0	1	2022	SPRINGVILLE CITY
36	VINEYARD RECTANGULAR TANK	VINEYARD	UT	6.0	1	2022	CITY OF VINEYARD
37	EAGLE MOUNTAIN 4 MG TANK	EAGLE MOUNTAI	UT	4.0	1	2022	EAGLE MOUNTAIN CITY
38	WEBER BASIN WTP TANK	OGDEN	UT	5.0	1	2023	WEBER BASIN WATER CONSERVANCY DISTRICT
39	MALCOMB TANK	SPANISH FORK	UT	5.0	1	2023	CITY OF SPANISH FORK
40	WHITE CITY WID TANK	WHITE CITY	UT	2.0	1	2023	WHITE CITY
41	WBWCD LITTLE MOUNTAIN TANK	OGDEN	UT	4.5	1	2024	WEBER BASIN WATER CONSERVANCY DISTRICT
42	HERRIMAN CITY ZONE 2 AND 3 TANKS	HERRIMAN	UT	2.0	2	2024	HERRIMAN CITY

Jeska Jurasic, PE

Senior Project Manager

EDUCATION:

- Bachelor of Science in Civil Engineering, Colorado School of Mines

YEARS OF EXPERIENCE:

- 14 years

YEARS WITH FIRM:

- 13 years

Background Experience:

Over 14 years of industry experience including design, construction, QA/QC services, and modifications of post-tensioned concrete structures including commercial and industrial buildings, containment structures, and bridges.

My responsibilities have included engineering, estimating, project management, contract negotiation, business development, and implementation of safety programs.

Areas of Expertise:

- Prestressed water/wastewater containment structures
- Post-Tensioning systems and installation
- Safety concerning P-T operations

Professional Participation:

- American Concrete Institute
  - ACI 350 Environmental Structures
  - ACI 423 Prestressed Concrete
- American Water Works Associations
  - D115 Committee (non-voting member)

Certifications:

- PE Registrations – CO, UT
- American Segmental Bridge Institute Grouting Technician Certification
- PTI Level 2 Unbonded Post-Tensioning Special Inspector
- PTI Level 2 Multistrand Bonded Post-Tensioning Specialist
- OSHA 30-hour Safety

Past Positions:

- Senior Project Manager
- Project Manager
- Project Engineer

Highlighted Project Management Experience:

- 2024 – Eagle Mountain 4MG Tank – Eagle Mountain, UT
  - 4MG rectangular D115 tank for drinking water storage in high seismic zone
- 2024 –Weber Basin 5MG Rectangular Tank – Ogden, UT
  - 5MG rectangular shaped D115 tank for drinking water storage in high seismic zone
- 2023 – Parker Canyons 5MG Tank – Parker, CO
  - 5MG round D115 tank for drinking water storage
- 2022 – Northwater 10MG Tanks – Golden, CO
  - Two 10MG round D115 tank for drinking water storage
- Career long tank specific project experience of over 60 tanks with combined storage of over 200 MG's.

Andrew Jose

STRUCTURAL TECHNOLOGIES
Foreman/Special Inspector

TRAINING:

- Aerial Lifts
- All Terrain Forklifts
- Confined Space
- Hazard Communication

YEARS OF EXPERIENCE:

- 20 Years Commercial and Industrial Construction

YEARS WITH FIRM:

- 9 Years

Background Experience:
Andrew Jose joined STRUCTURAL TECHNOLOGIES in 2014 as an ironworker and advanced to the position of Foreman/Special Inspector. His responsibilities include the placement of rebar and all types of post-tensioning systems including bonded and unbonded systems. He has experience installing systems for commercial and industrial buildings, circular and rectangular containment structures, as well as bridges.

The types of post-tensioning systems he's worked with include 0.5" and 0.6" monostrand systems, grouted monostrand and multistrand systems, and grouted bar systems. In addition to new construction, Andrew has experience in the area of repair and retrofitting post-tensioned structures including monostrand repairs and installation of external post-tensioning systems.

Areas of Expertise:

- Placement of rebar and all types of post-tensioning systems including bonded and unbonded systems. Types of structures include circular and rectangular water tanks, bridges, and commercial and industrial buildings.
- Inspect rebar and post tension during and after placement
- Onsite management of subcontractors
- Schedule and production management and tracking

Certifications:

2020 – American Segmental Bridge Institute (ASBI) Certified Grouting Technician

- 2020 – Post-Tensioning Institute Level 1 & 2 Unbonded PT Inspector
- 2020 – Post-Tensioning Institute Level 2 Bonded Field Specialist
- Qualified Rigger and Signalperson

Past Positions:

- Forman
- Ironworker

Project Experience:

- 2022 – Vineyard 5 MG Rectangular Water Storage Tank – Vineyard, UT
- 2022 – Lower Spring Creek 3 MG Tank #3 – Springville, UT
- 2021 – Lehi 2.3 Water Storage Tanks – Lehi, UT
- 2021 – Kearns Zone D 5 MG Rectangular Water Storage Tank – Kearns, UT
- 2021 – West Jordan Airport 2 Water Storage Tank – West Jordan, UT
- 2020 – Aurora Highlands Bridge – Aurora, CO
- 2020 – Harrison Floating Bridge – Harrison, ID
- 2020 – Bluffdale 4 MG Water Storage Tank – Bluffdale, UT
- 2019 – Prescott Water Storage Tank – Scranton, PA
- 2019 – Left Hand Water Storage Tank – Colorado
- 2018 – South Jordan 5 MG Water Storage Tank – South Jordan, UT
- 2018 – Attiva Podium Slab – Atlanta, GA

Steve Hansen, PE, SE

Steve is a principal of the firm with over 21 years of experience in the design of municipal water structures. Steve specializes in the design, project management, and construction of concrete water tanks for Sunrise Engineering and has been working on tank projects since 2006. He has been the lead member of our tank design team since 2012. Most of his tank designs have been completed in regions with potential for large earthquakes. He is proficient with seismic design and detailing of concrete structures and has passed the Seismic Principals Test in California. His specific qualifications to be the project manager for this project are as follows:

1. His involvement in culinary water storage projects totals over 160-million-gallons.
2. He has been the stamping Engineer of Record (EOR) for 50 buried concrete tanks.
3. He is a member of ACI 350 Committee "Environmental Structures" and a contributing participant of ACI 350.3 "Seismic Design of Liquid Containing Structures."
4. He has managed five pre-stressed tank projects in the past eight years.
5. A member of the AWWA D115 Tendon Pre-stressed Water Tanks Standard Committee (only member on the committee from Utah).

EXPERIENCE

CONVENTIONAL CONCRETE WATER STORAGE TANKS

- Washington City Long Valley 2.5 MG Tank 2024
- Wallsburg Town 0.5 MG Tank 2024
- CICWCD Cedar Highlands 0.5 MG Tank
- North Ogden City 2 MG Tank 2022
- Washington City Red Cliffs 2 MG Tank 2018
- Eagle Mountain 2.5 MG Tank 2017
- Herriman Zone 1 East 2 MG Tank 2017
- Ogden 23rd St Reservoir Project (38.2 MG, 15.2 MG, & 7.2 MG) 2013
- Manila 1.3 MG Tank 2011
- Neola 0.5 MG Tank 2014
- Nephi Dual 1.5 MG Tanks 2018
- Ivins Cliff Rose 2 MG Tank 2017
- Kemmerer WY 2.5 MG Tank 2016
- Ogden North Storage 4 MG Tank 2009
- Payson Dual 2.5 MG Tanks 2012
- Hyde Park 1.5 MG Tank 2011
- 29 Other Tanks 1 MG or smaller

PRE-STRESSED CONCRETE WATER STORAGE TANKS

- North Logan 4.0 MG Tank 2025
- CICWCD Eightmile 4 MG Tank 2025
- MVWD Narrows 3.1 MG Tank 2025
- Summerville MA, Poplar Pump Station 5 MG Tank 2024
- Weber Basin Little Mountain 4 MG Tank 2024
- White City Harston 2 MG Tank #2 2023
- Spanish Fork Malcomb Springs 5 MG Tank 2024
- Eagle Mountain 4 MG Lower Tank 2022 (Structural Only)
- Springville 3 MG Tank (Structural Only) 2022
- Hyde Park 2 MG Tank 2020
- Pinery CO 750K Tank 2022
- Kaysville City 1 MG Tank 2020
- Eagle Mountain 3.5 MG Tank 2020
- Layton Valley View 2 MG Tank 2018
- CC Cragin Water Tank 2017
- Herriman 5 MG Tank 2015
- Stansbury 3 MG Tank 2016
- USU Energy Storage Tank 2010

TREATMENT PLANT TANKS

- Mountain Green WWTP - Two Clarifiers
- Mountain Green WWTP Aerobic Digester Rectangular Tank
- Shell Fresian NG 10 MG Digester Project 2022
- Springdale Water Treatment Tank Contact Chamber Tank 2018
- Ogden Water Treatment Plant ACH Contact Tank 2015
- Ogden Water Treatment Plant Neutralization Tank 2015
- Greendale Water Treatment Plant 0.5 MG Storage Tank 2016
- C.C. Cragin WTP Flocculation Tank, Surface Water Tank, Clarifier Tank,
- WTP FEQ Tank 2017

STEEL TANKS

- Virgin Valley Water Improvement District Flat Top 2.0 MG Tank 2017
- Wellington Tank Repair 2017
- WCWID (Sandy, UT) Tank Farm Structural Assessment
- Virgin Valley Water Improvement District Northwest Tank 2021
- Roark Estates Tank 2020
- Virgin Valley Water Improvement District Scenic East Tank 2023

Tank Team Lead & Principal Engineer

EDUCATION
MS & BS - Civil Engineering, Brigham Young University

YEARS IN PROFESSION
21; 16 with Sunrise

REGISTRATION
Registered Professional Engineer:
UT #5048199
WY #16103
CO #61805
ID #P-21451
NV #018101
CA #70192
AZ #59754
TN #127378
MA #58228
IN #PE12400205
OH #90470

Registered Structural Engineer:
UT #5048199

MEMBERSHIPS
American Concrete Institution (ACI)
AWWA

NATIONAL COMMITTEES
AWWA D115 - Tendon Pre-Stressed Water Tanks Standard Committee

ACI 350 "Environmental Structures" Committee

ACI 350-G "Tightness Testing"

AWARDS
Excellence in Concrete Award (ACI Intermountain Chapter) - 2017 - Stansbury Park 3.0 MG Water Tank - Project Manager

Most Outstanding Water Project (Utah Construction and Design) - 2015 - Ogden City Water Treatment Plant - Structural Engineer

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Development Agreement with Mountainland Supply.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Mountainland Supply

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 Ordinance of Eagle Mountain City, Utah, Approving a Development Agreement with Mountainland Supply.

BACKGROUND:
Mountainland Supply is developing a lot in the Rush Creek Industrial development. Mountainland needs to construct a retaining wall on their property. City Code requires a 3 foot setback for retaining walls. Mountainland would like to construct the retaining wall on the property line. The proposed development agreement would provide a legal path to allow them to do so.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Ordinance
2. Development Agreement

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A DEVELOPMENT AGREEMENT WITH MOUNTAINLAND SUPPLY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Mountainland Supply Development Agreement, as set forth more specifically 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 and hearings have been completed as required by law to consider and approve the Mountainland Supply Development Agreement, as set forth in Exhibit A.

2. The Mountainland Supply Development Agreement is hereby approved, as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of September, 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 16th day of September, 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

DEVELOPMENT AGREEMENT
FOR
MOUNTAINLAND SUPPLY

This Development Agreement for Mountainland Supply ("**Agreement**") is entered into as of this __27th__day of __August___, 2025 ("**Effective Date**") between __Wolverine Ventures Inc.__, a _LLC__ limited liability company ("**Owner**") and Eagle Mountain City, a Utah municipal corporation ("**City**" or "**Eagle Mountain**").

RECITALS

A. Owner owns or controls certain real property within the City's boundaries that is legally described in Exhibit A ("**Property**");

B. Owner needs to build a retaining wall on the Property ("**Retaining Wall**") on the property line as generally depicted in Exhibit B.

C. Eagle Mountain Municipal Code Section 17.60.130 requires that retaining walls be set back at least three (3) feet from the property line. Due to _ the unique conditions of this property, the Owner is unable to comply with the required three (3) foot setback for retaining walls. Specifically:

- **Loss of usable property**: Setting the retaining wall back three (3) feet from the property line would create a narrow strip of land that has no practical use for the Owner but would effectively result in a concession of land to the adjacent property.
- **Maintenance and access concerns**: The unused three (3) foot strip would become inaccessible to the Owner, leading to a potential accumulation of debris and creating a nuisance area that cannot be reasonably maintained.
- **Site functionality**: Locating the retaining wall on the property line is necessary to preserve the full use of the lot, ensure site stability, and prevent long-term maintenance and safety issues.

For these reasons, the Owner respectfully requests approval to construct the retaining wall directly on the property line.

D. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City's General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. CITY'S RESPONSIBILITIES. Notwithstanding Eagle Mountain Municipal

Code Section 17.60.130 (E), City shall allow Owner to construct the Retaining Wall on the property line provided that the entire Retaining Wall, including portions below ground remains on the Property and does not trespass onto a neighboring lot or parcel.

2. <u>OWNER'S RESPONSIBILITIES</u>.

2.1. **Construction Standards**. Owner agrees to construct the Retaining Wall in accordance with industry standards. Owner further agrees to install a VertiBlock retaining wall as generally depicted in Exhibit C.

2.2. **Maintenance**. Owner agrees to maintain the Retaining Wall and promptly repair any defects in the wall. Upon notice from the City, Owner shall repair any defects in the Retaining Wall within thirty (30) days. Failure to make necessary repairs shall constitute a material breach of this Agreement.

3. <u>TERM OF AGREEMENT</u>. This Agreement shall expire and terminate one (1) year from the Effective Date. Notwithstanding the foregoing, any obligations of the Owner, including any obligations for which the Owner has provided a bond or other form of completion assurance, shall survive termination of this Agreement.

4. <u>DEFAULT.</u>

4.1. **Notice.** If Owner or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

4.2 **Contents of the Notice of Default**. The Notice of Default shall:

4.2.1 <u>Specific Claim.</u> Specify the claimed event of Default;

4.2.2 <u>Applicable Provisions.</u> Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

4.2.3 <u>Optional Cure.</u> If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

4.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

4.4 **Public Meeting.** Before any remedy in Section 6 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

4.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

5. <u>OWNER'S EXCLUSIVE REMEDY</u>. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

6. <u>EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT</u>. Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Owner until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Retaining Wall and relating to remedying of the particular Default.

7. <u>ASSIGNABILITY</u>. Owner may not assign its obligations hereunder, in whole or in part, to other parties without the consent of Eagle Mountain City.

8. <u>RECORDING OF AGREEMENT</u>. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

9. <u>SEVERABILITY</u>. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10. <u>TIME OF PERFORMANCE</u>. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

11. <u>CONSTRUCTION OF AGREEMENT</u>. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule

that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

12. STATE AND FEDERAL LAW. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

13. NO WAIVER. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived.

14. ENTIRE AGREEMENT. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

15. APPLICABLE LAW. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

16. NOTICES. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Owner:

Wolverine Ventures Inc.
727 S. Main St.
Spanish Fork, UT 84660

with a copy to:

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

17. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

18. HOLD HARMLESS. Owner shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Owner or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Property.

19. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Owner. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Owner, (ii) City has no interest in or responsibilities for or duty to third parties concerning the Retaining Wall, and (iii) Owner shall have the full power and exclusive control of the Property subject to the obligations of Owner set forth in this Agreement.

20. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business clays prior written request by Owner, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Owner is not in default of the terms of this Agreement.

21. TITLE AND AUTHORITY. Owner expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Owner further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Owner warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Owner. Owner understands that City is relying on such representations and warranties in executing this Agreement.

22. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

23. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of

counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this 27th day of AUGUST, 2025.

OWNER

By: _____

Print Name: NATHAN T. HUGHES
MEMBER

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF Utah)

On the 27th day of August, 2025, personally appeared before me Nathan T Hughes, who being by me duly sworn, did say that (s)he is the member of Wolverine Ventures a ____ limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

DATED this _____ day of _____, 2025.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina Olsen, City Recorder

Approved as to form:

_____
Marcus Draper, City Attorney

Exhibit List

Exhibit A – Legal Description

LOT 1, PLAT 1A, RUSH CREEK INDUSTRIAL, PHASE A SUB AREA 4.180 AC.

Serial Number: 51:822:0001

LOCATED NORTH 89°42'26" EAST 787.14 FEET ALONG THE 1/4 SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 89°42'26" WEST 606.00 FEET; THENCE NORTH 00°18'08" WEST 300.69 FEET; THENCE NORTH 89°41'52" EAST 591.00 FEET; THENCE ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET (CHORD BEARS S 45°18'09" E 21.21 FEET); THENCE SOUTH 00°18'08" EAST 285.79 FEET TO THE POINT OF BEGINNING. AREA=4.18 ACRES.

Exhibit B – Depiction of location of Retaining Wall

Exhibit C – Depiction of type of Retaining Wall

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Avative LLC.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	Avative, 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:
N/A

BACKGROUND:
Avative LLC is looking to provide telecommunications service to residents within the City. The parties have negotiated a franchise agreement for the City Council's consideration. At this time, Avative is only looking to provide services to the residents of one apartment complex near the Saratoga Springs border.

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 THE AVATIVE, LLC FRANCHISE AGREEMENT

PREAMBLE

WHEREAS, Avative 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 Avative LLC to establish the conditions under which Avative may install, operate, and maintain its infrastructure; and

WHEREAS, the proposed Franchise Agreement outlines Avative'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 Avative 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 Avative 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 16th day of September, 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 16th day of September, 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 AVATIVE 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 Avative LLC (hereinafter "PROVIDER") with its principal offices at 211 East 200 North Roosevelt, Utah 84066.

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 Restoration. If, during the course of work pursuant to the authority granted under this Agreement, PROVIDER causes damage to or alters the public or private property, PROVIDER shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

1.6 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.

1.7 Notices. PROVIDER acknowledges its obligation to provide property owners notice at least 48 hours in advance of entering their property in compliance with the requirements of the Telecommunications Ordinance. PROVIDER shall document its efforts to comply with the notice provisions of the Telecommunications Ordinance and provide that documentation to the CITY upon request. Failure to comply with the notice provisions of this Section shall constitute a material breach of the Agreement.

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

1.9 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 five (5) 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 II 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 at 211 East 200 North Roosevelt, Utah 84066, and such other office as PROVIDER may designate by written notice to CITY.

ARTICLE X
INSURANCE, INDEMNIFICATION, AND BONDING

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.

10.3 Bonding. Prior to commencing any work within the public utility easement, PROVIDER shall furnish to CITY a surety bond guaranteeing the full and faithful performance of all work and restoration obligations required under this Agreement and applicable municipal code. The bond shall remain in effect throughout the term of this Agreement. It shall be issued by a company authorized to do business in Utah and shall be in one of the following amounts:

(a) If PROVIDER is providing services pursuant to this Agreement to 1-100 residences, the bond amount shall be $1,000.

(b) If PROVIDER is providing services pursuant to this Agreement to 101-250 residences, the bond amount shall be $2,500.

(c) If PROVIDER is providing services pursuant to this Agreement to more than 250

residences, the bond amount shall be $5,000.

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

_____

Bruce Todd, CEO/General Manager

STATE OF UTAH)

:ss

COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me _____ duly sworn, did say that he is the CEO/General 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

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	Potential income from fine collections
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Brandon Larsen, Planning Director	Brandon Larsen

RECOMMENDATION:
Staff recommends the Council approve the proposed amendments to the Consolidated Fee Schedule.

BACKGROUND:
This proposed amendment to the Consolidated Fee Schedule addresses concerns about illegal dumping, as well as privacy screening and site plan approval follow-through. Neighborhood Improvement has become aware of an issue with illegal dumping of construction and landscape debris in the City. Some of the known sites where this is occurring are near the northeast corner of the intersection of Bobby Wren Blvd. and Pony Express Pkwy., as well as near the intersection of Silver Ridge Rd. and Harvest Crop Dr. The City occasionally deals with issues with privacy fence screening that is supposed to be installed around developments, as well as follow-through with required improvements or conditions of approval for site plans.

Staff believes that establishing stiffer fines for illegal dumping and violations related to privacy fence screening and site plan approval follow-through will help to deter bad actors in the future. Violations related to privacy screening and site plans would have a graduating scale, but illegal dumping would have an early and consistent deterrent of $1000 per day, per violation. Staff believe the establishment and raising of these fines would help to send a clear signal to the development community of the City's desire to maintain a clean, functional, and beautiful city before and after development activities.

This proposal also includes some general clean-up. Some of the language in Section 9 of the Consolidated Fee Schedule is cut off from the currently adopted version.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
Recommendation for Approval

ATTACHMENTS:
1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE ORDINANCE ENFORCEMENT FINES SECTION 9

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Consolidated Fee Schedule Section 9, Ordinance Enforcement Fines, 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 Consolidated Fee Schedule Section 9, Ordinance Enforcement Fines, 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 16th day of September, 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 16th day of September, 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

9. ORDINANCE ENFORCEMENT FINES

9.1. | SIGN VIOLATIONS

Last Revision: 05/18/2021

First Sign Violation.....Written Warning
Subsequent Sign Violations within 12 Months ..... $100/sign per day, until ~~in Compliance~~Rectified

9.2. | PARKING VIOLATIONS; BLOCKING STREETS AND/OR SIDEWALKS ILLEGALLY

Last Revision: 03/21/2023

First Violation* .....$25 per Violation
Second Violation w/in 1 yr of 1st offense*..... $50 per Violation
Third and Subsequent Violations w/in 1 yr of 1st offense*.....Vehicle/Trailer Towing at Owner's Expense

**All fines are final after the time for appeal has run or after a decision on appeal. Any final fines not paid within 14 days shall increase by $25. Any final fines not paid within 28 days shall increase by an additional $50.*

9.3. | ILLEGAL DUMPING

Last Revision: 09~~3~~/16~~21~~/2025~~3~~

~~First Violation.....$250*~~
~~Second~~ First and Subsequent Violations .....$1,000 per day*

**Plus the cost to remove any illegally dumped materials.*

9.4. | ACCUMULATION OF CONSTRUCTION DEBRIS, MUD, ETC. ON CITY STREETS

Last Revision: 03/21/2023

First Notice..... Written Notice with 28-day Warning Period
Second Notice, if not Remedied w/in 5 Days of Warning Period Expiration...$50/day until ~~in~~ Rectified

9.5. | WEEDS AND OTHER REFUSE VIOLATIONS

Last Revision: 03/21/2023

First Notice.....Written Notice with a 10-day Warning Period

Second Notice, if not Remedied w/in 5 Days of Warning Period Expiration...$50/day until in Abatement of Injurious and Noxious Real Property and Unsightly or Deleterious Objects of Structures..... Owner's Expense

9.6. | JUNK VIOLATIONS

Last Revision: 03/21/2023

First Notice.....Written Notice with a 28-day Warning Period Second Notice, if not Remedied w/in 5 Days of Warning Period Expiration.....$50/day until ~~in~~ Rectified

9.7. | PRIVACY SCREENING VIOLATIONS*

Last Revision: 09/16/2025

First Violation..... $250/day until Rectified
Second Violation..... $500/day until Rectified
Subsequent Violations.....$1000/day until Rectified

9.8. | SITE PLAN APPROVAL VIOLATIONS Last Revision: 09/16/2025

First Violation..... $250/day until Rectified
Second Violation..... $500/day until Rectified
Subsequent Violations.....$1000/day until Rectified

~~9.7~~9.9. | OTHER VIOLATIONS, NOT OTHERWISE SPECIFIED Last Revision: 03/21/2023

First Notice..... Written Notice
Second Notice..... $50/day until Rectified
Abatement.....Owner's Expense

~~9.8~~9.10. | ADMINISTRATIVE CITATIONS Last Revision: 03/21/2023

First Offense..... Up to $100 per Violation
Second Offense.....Up to $200 per Violation
Third Offense..... Up to $400 per Violation

9.~~9~~11. | ADMINISTRATIVE FEE Last Revision: 03/21/2023

Administrative Fee.....$50

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	RESOLUTION/PUBLIC HEARING - 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.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	To be determined by City Council; potential apx revenues of $4,348.29 if sold at $4.99/sq ft based of water/land valuation
APPLICANT:	Jon and Brooke Newcomb

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Residential	0.02 acres

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Gina Olsen, City Recorder	Gina Olsen

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution authorizing the disposal of the City-owned parcel located adjacent to 38:335:0103, classified as Significant Land, at the rate of $4.99 per square foot, with the applicant responsible for all associated costs and the parcel to be merged into the applicant's existing lot.

BACKGROUND:
The applicants, Jon and Brooke Newcomb, are the current owners of the property located at 38:335:0103. They have submitted a request to purchase a small, City-owned parcel adjacent to their lot. The parcel is approximately 0.02 acres (871.2 square feet) in size and is classified as Significant Land under Eagle Mountain Municipal Code (EMMC) Chapter 3.30.

Historical Context

- The home was originally constructed in 2004, and a fence was installed that encroached onto the City-owned parcel.
- In 2016, the current owners purchased the home with the fenced yard fully enclosing a portion of City property. The applicants have an in-ground sprinkler system installed within City-owned property and are currently maintaining the property.
- The applicants were unaware that this portion of the yard was not included in their deeded lot until a boundary issue was flagged during a title review last month, while preparing to list the home for sale.

Summary of Situation

- The parcel has been functionally maintained by the applicant for nearly a decade, although technically owned by the City.
- The City has not actively maintained this parcel, and it has no intended future use.
- The applicants are requesting to formally acquire the land and merge it into their deeded property via a lot line adjustment, in accordance with City Code requirements.

Legal Framework
Per Eagle Mountain Municipal Code Chapter 3.30, the following requirements apply:

- EMMC 3.30.010 & 3.30.060: Because this parcel is classified as “Significant Land,” its disposal requires Council approval following public notice and a public hearing.
- EMMC 3.30.050: “Every disposition of city property shall require the payment to the city of a sum equal to the estimated fair value of the property.”
- EMMC 3.30.060: The City Council must determine “the best method to dispose of the property to maximize the value to the city.”

Staff has calculated a defensible fair-market value based on current land and water rates and presents the proposal below for Council consideration.

Valuation Methodology
The per-square-foot valuation is based on two components:
1. Land Value – $3.44 per square foot

- Based on an the average sale price of $150,000 per acre for improved, buildable residential lots.
- Converted to square feet:

$150,000 ÷ 43,560 = $3.44/sq ft

2. Water Value – $1.55 per square foot

- Based on the current sale price of CWP water by the City at $21,078 per acre-foot.
- Based on the City's required water dedication per acre, this equates to $1.55/sq ft.

Total Recommended Price: $4.99/sq ft ($3.44 + $1.55)

Total Purchase Price
Parcel Size: **871.2 square feet (0.02 acres)**
Price: **$4.99/sq ft**
Total Due from Applicant: **$4,348.29**

The applicant would also be responsible for all:

- Survey and legal description (if needed)
- Recording and closing costs
- Merging the parcel into their existing lot (lot line adjustment or plat amendment, as applicable)

Policy Considerations

- While this particular application reflects a modest price point relative to the valuation formula, it highlights the broader challenge facing Council as similar disposal requests arise:
- Applying the same valuation formula to larger parcels can result in price tags of $15,000–$45,000 or more, which is often prohibitively expensive for adjacent property owners, particularly when the parcels are non-developable and being maintained by the applicant.
- For example, a separate disposal request by applicant Samarah Moody was calculated at $4.99/sq ft for a larger remnant parcel, resulting in a total cost of approximately $17,500 — far more than anticipated.
- The Council will ultimately need to determine whether to:
    - Continue enforcing strict market-based valuations for all parcels, or
    - Weigh broader considerations such as public benefit, maintenance burden, and neighborhood improvement, when determining “value to the City.”

This case may inform precedent and expectations for future disposal applications.

Implications if Disposal is Denied
If the request is denied, staff will need to address the ongoing encroachment and determine a long-term plan for the parcel, which may include:

- Developing a maintenance plan and budget for regular upkeep; or
- Requiring the applicants to remove fencing, sprinklers, and landscaping currently installed on City property; or
- Offering a formal encroachment agreement to regulate ongoing use without transferring ownership.

Options for City Council
Option 1: Approve as Proposed by Resolution (Staff Recommendation)

- Approve the disposal at $4.99/sq ft for a total of $4,348.29.

- Require the applicant to cover all associated costs and merge the parcel into their lot, as required by City Code.
- Authorize staff to prepare a purchase agreement and execute a quitclaim deed.

Option 2: Approve with Modified Pricing

- Council may determine that a lower price still reflects “value to the City” when factoring in maintenance burden, aesthetics, and lack of public use.
- Staff recommends any modification be accompanied by clear policy justification to avoid inconsistency across future applications.

Option 3: Deny the Request

- Retain ownership of the parcel.
- Direct staff to pursue one of the following:
  - Removal of encroachments and restoration of parcel boundary
  - A formal encroachment agreement with the applicant
  - Inclusion in a future maintenance budget or open space strategy

ITEMS FOR CONSIDERATION:
In evaluating this request, Council may wish to consider:

- Long-Term Public Use: Does the City have any future need for this parcel? If not, is disposal preferable to continued ownership?
- Equity and Access: Is the current pricing structure reasonable for resolving long-standing, non-speculative encroachments like this one?
- Precedent: Will approval of this application set expectations for similar parcels and residents citywide?
- Cost of Retention: What resources will be required to maintain or enforce use of the parcel if the disposal is denied?
- Policy Direction: As discussed in previous meetings, does this case illustrate a need to revisit or formalize a policy for remnant parcel disposals, particularly for long-standing encroachments?

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Application
3. Letter from Applicant

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 38:335:0148 to resolve encroachments, align lot boundaries with existing fence lines, and improve lot configurations for adjacent residential properties; and

WHEREAS, all public notice requirements under EMMC 3.30.060 have been met, including mailed notice to adjoining landowners and 14-day publication in accordance with EMMC 3.30.020(B); 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 portions of parcel 38:335:0148, as determined and approved by Council, as depicted in Exhibit A.

2. A professional survey shall be conducted to determine final square footage and acre-foot water impacts. The applicants shall prepare and record an amended final plat reflecting the new lot boundaries. All associated costs shall be paid by the applicants.

3. The City shall not guarantee additional water rights to lots affected by the disposal. Applicants are responsible for understanding and complying with current City water policies and any water requirement tier increases resulting from the disposal.

4. The property shall be disposed of through direct sale to the applicants, conditioned on completion of all survey work, payment of required fees, and recording of the amended plat.

This resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of September 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 16th day of September, 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 Recorder's Office
Land Disposal Application

1650 E Stagecoach Run, Eagle Mountain, UT 84005
801.789.6611 • recorder@eaglemountain.gov

RECEIVED
SEP 02 2025
By

Applicant Information

Applicant Name: Jon + Brooke Newcomb Application Date: 9/2/25

Phone: 801-234-0681 Email: jdnewcomb81@gmail.com

Address: 3592 E. Royal Troon Dr.

Land Information

General Location of the Property: 3592 E. Royal Troon Dr. (South west side)

Parcel Number: 38:335:0103 Total Area of the Subject Property: 673 sq.ft.

Required Materials

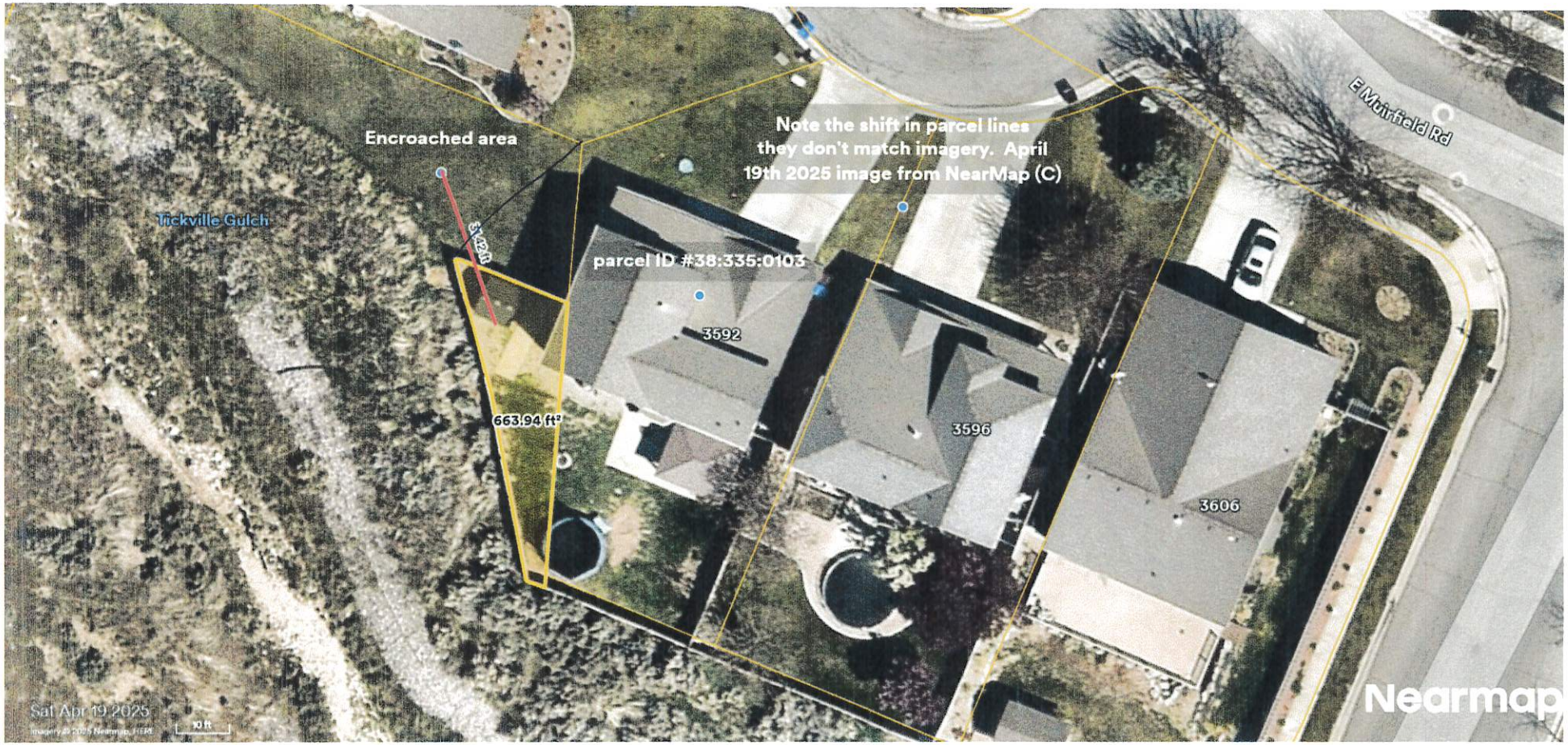
In order to expedite the process of review, the following materials must be finalized and submitted in their entirety. Any items that fail to be included with this application could delay the process of review.

- ☑ **Written Request.** A written request explaining where the property is located and the reasons for the disposal.
- ☑ **Scaled Site Plan.** A scaled site plan showing the following:
  - Property to be disposed of
  - Surrounding lots, landscaping, etc.
  - Existing conditions of proposed property and surrounding land
  - Dimensions and distances
  - Any public utility easements or other easements
- ☑ **Pictures.** Pictures of the proposed land to be disposed of.
- ☐ **Water Rights.** Water right documentation showing availability of water rights sufficient to serve the proposed disposal of land. If the City Engineer finds that no additional water rights are required, provide a letter from him/her stating that fact.
- ☑ **Proposed Site Plan.** Site plan showing future plans for the disposed land. (e.g., landscaping, fencing, buildings, grading, runoff, etc.).
- ☑ **Acknowledgement.** A written acknowledgement that the applicant has read Eagle Mountain Municipal Code Chapter 3.30 Disposal of City Real Property, and that the applicant is aware that if the City Council approves the disposal application, the applicant will assume full responsibility for future processing, including all fees.
- ☑ **Fee.** Non-refundable processing fee of $150.

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Eagle Mountain City may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Eagle Mountain Municipal Code and that items and checklists contained in this application are basic and minimum requirements only, and that other requirements may be imposed that are unique to individual projects or uses.

Signed: Jon Newcomb Date: 9/2/25


Encroached area
Note the shift in parcel lines they don't match imagery. April 19th 2025 image from NearMap (C)
E Muirfield Rd
Tickville Gulch
51.42 ft
parcel ID #38:335:0103
3592
663.94 ft²
3596
3606
Sat Apr 19 2025
10 ft
Nearmap

:ah County Parcel Map

:335:0103

1 inch equals 47 feet

Date: 8/27/2025

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

Utah County
HEART of UTAH

To whom it may concern:

I would like to make a formal request to acquire the property that is encroaching on city land, located on the west side of the property at 3592 E. Royal Troon Drive, Eagle Mountain, UT 84005. This land is designated as “Significant Land” by the city. Estimated Square footage is 673sq ft. There is currently a fence that was built prior to our owning the property starting in March of 2016. Since we have lived there, we have landscaped the area with decorative rocks, a shed, and a path from the gate to the yard.

We were never informed in the process of purchasing the home that there was an encroachment issue. We believed that the existing fence was included in our property. It seems that this should have come up in that process. We have filed a claim with First American Title, who holds the policy for our homeowner’s insurance for any cost involved in acquiring the land from the city.

We also feel that the City should have some responsibility for this issue since we were never notified in the almost 10 years that we have lived here that this was an issue and have discovered it in our own process to try and sell the home.

Finally, I acknowledge that I have and understand Eagle Mountain Municipal Code Chapter 3.30 Disposal of City Real Property.

Property Currently:

Property in 2015:

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **SEPTEMBER 16, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Settlement Agreement with Meritage Homes.
ITEM TYPE:	Resolution
FISCAL IMPACT:	To be determined
APPLICANT:	Meritage Homes

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 a Resolution of Eagle Mountain City, Utah Approving a Settlement Agreement with Meritage Homes.

BACKGROUND:
Meritage Homes purchased plats A-12, A-15, and A-16 in the Harmony Subdivision. Plats A-15 and A-16 have lots that abut Walden Parkway, which is a collector Road. Section 19 of the Harmony Development Agreement requires that privacy fencing be put in place on the property line adjacent to arterial and collector roads. The parties dispute what fencing is required under the Agreement. This settlement agreement is being proposed to resolve the dispute.

ITEMS FOR CONSIDERATION:
The agreement is still in negotiations at the time of the agenda publication. It will be distributed to the City Council prior to the meeting, or continued.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution

RESOLUTION NO. R-_____-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF CLAIMS BETWEEN MERITAGE HOMES AND EAGLE MOUNTAIN CITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a Confidential Settlement Agreement and Mutual General Release of Claims between Meritage Homes and Eagle Mountain City, as set forth in Exhibit A.

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

1. The Confidential Settlement Agreement and Mutual General release of Claims is approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of September, 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 16th day of September, 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