



EAGLE MOUNTAIN CITY COUNCIL MEETING

OCTOBER 7, 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. PRESENTATION/DISCUSSION - New Commercial Affordability Program (CAP), a forgivable loan tool for qualifying small businesses funded through the City's CDBG allocation
(anticipated time 10 minutes)
- 1.B. CONCEPT PLAN - Bishop Project (Upper Hidden Valley)
(anticipated time 20 minutes)
- 1.C. DISCUSSION - Legislative Priorities List for Eagle Mountain City
(anticipated time 20 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. PUBLIC COMMENTS

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

9. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

10. BOND RELEASES

10.A. Antelope Meadows Phase B, Plat 6 - Into Warranty

10.B. Firefly NPA 8 Phase A, Plat 1 - Into Warranty

10.C. The District at Eagle Mountain Town Center Phase A - Into Warranty

10.D. Antelope Meadows Phase B, Plat 4 - Out of Warranty

10.E. Hidden Hollow Phase C, Plat 4 - Out of Warranty

11. CHANGE ORDERS

11.A. CHANGE ORDER #2 - Engineering Services Agreement for the Transportation Master Plan (TMP) and Review of Spring Run Layout - Horrocks Engineers, LLC

12. MINUTES

12.A. September 16, 2025 Minutes - Regular City Council Meeting

13. PRELIMINARY PLATS & SITE PLANS

13.A. MINOR SITE PLAN - Hidden Hollow Clubhouse Amenity Exchange - A request by Cadence Homes to amend an approved site plan pertaining to the Hidden Hollow clubhouse amenity, substituting a gym and additional lawn games for the swimming pool.

13.B. SITE PLAN - Parkway Fields Stake Center

14. RESOLUTIONS

14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving a Reimbursement Agreement for Crosswalk Access at Woodhaven Boulevard and Pony Express Parkway

14.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Establishing an Advertising Policy for *Trailhead*

14.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule

14.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for Design Services for the 6.0 MGD Sewer Treatment Plant

SCHEDULED ITEMS

15. RESOLUTIONS/PUBLIC HEARINGS

- 15.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2025-2026 Annual Budget

BACKGROUND: *(Presented by Director of Administrative Services Kimberly Ruesch)* The proposed budget amendment includes changes to the General Fund, Capital Project Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds.

- 15.B. 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 Heather and Sheree Harper to dispose of approximately 0.02 acres of real public property, identified as a portion of Utah County Parcel No 34:532:0017. The City has not yet designated this parcel as "Significant" or "Insignificant".

16. ORDINANCES/PUBLIC HEARINGS

- 16.A. ORDINANCE/PUBLIC HEARING - An Ordinance Of Eagle Mountain City, Utah, Amending Rush Creek Industrial Phase A, Plat 1, Lot 102 and Lot 111

BACKGROUND: *(Presented by Senior Planner, David Stroud)* Amending 51:756:0102 and 51:756:0111 in Rush Creek Industrial Phase A, Plat 1, at 657 East Split Rock Drive and 656 East Split Rock Drive by dividing the two lots to create two additional lots.

- 16.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.72, Commercial and Multi-family Design Standards

BACKGROUND: *(Presented by Senior Planner, David Stroud)* Amending Title 17, Commercial and Multi-family Design Standards, to include but not limited to landscaping, architecture, parking, and acceptable building material standards.

17. ORDINANCES

- 17.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Zayo Group, LLC

BACKGROUND: *(Presented by City Attorney Marcus Draper)* Zayo Group, LLC is a

telecommunications provider seeking to install fiber infrastructure within the City's public right-of-way. To facilitate this, staff has negotiated a franchise agreement outlining the terms and conditions of their access and use.

17.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving a Franchise Agreement for SummitIG Fiber, LLC

BACKGROUND: *(Presented by City Attorney Marcus Draper)* SummitIG Fiber, LLC is a telecommunications provider seeking to install fiber infrastructure within the City's public right-of-way. To facilitate this, staff has negotiated a franchise agreement outlining the terms and conditions of their access and use. SummitIG services commercial customers and is not a residential provider. They have agreed to changes that were made to the template based on recent feedback from the council on other franchises.

18. LEGISLATIVE ITEMS

18.A. 2026 State General Legislative Session

19. 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.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Items

21. 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 October 2, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	PRESENTATION/DISCUSSION - New Commercial Affordability Program (CAP), a forgivable loan tool for qualifying small businesses funded through the City's CDBG allocation <i>(anticipated time 10 minutes)</i>
ITEM TYPE:	Presentation
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Kiara Polee

PRESENTED BY

Kiara Polee

RECOMMENDATION:

Staff recommends that the City review the proposed Commercial Affordability Program (CAP).

BACKGROUND:

Earlier this year, the Eagle Mountain City Council allocated dollars from the federal Community Development Block Grant (CDBG) toward a variety of purposes, with one of the largest allocations going towards programs or services that would benefit small business development. Consequently, a newly created Commercial Affordability Program (CAP) has been developed which is a forgivable loan tool offered to small businesses meeting certain qualifications. Staff desires to present to Council this program, describe how it works, its intended outcomes, and take any feedback prior to launching this program.

The Commercial Affordability Program (CAP) is a HUD-funded (CDBG) initiative designed to help home-based entrepreneurs and microbusinesses in Eagle Mountain open their first brick-and-mortar location. The program provides forgivable loans of up to \$75,000, supporting 2–3 local businesses in its FY2025 pilot phase.

Key Goals:

- Remove barriers for startups moving into commercial spaces
- Foster job creation, economic self-sufficiency, and generational wealth
- Diversify and strengthen Eagle Mountain's economy

Funding & Forgiveness:

- Annual budget: \$150,000
- Fully forgivable after 2 years if conditions are met
- Converts to low interest loan (24–36 months) if requirements are not met
- Repaid funds recycle into a revolving loan fund for future applicants

Eligible Uses:

- Build-out, ADA/code compliance, signage, utilities, equipment, furnishings integral to business launch

Not Eligible:

- Wages, inventory for resale, working capital, general operating costs

Eligibility Requirements:

- First-time commercial tenants (≤ 5 employees)
- Business headquartered in Eagle Mountain
- Owner(s) must meet HUD Low-to-Moderate Income requirement ($\leq 80\%$ AMI)
- Completion of SBDC business training required

Oversight & Compliance:

- HUD environmental review before disbursement
- Davis-Bacon wage compliance for construction over \$2,000
- Quarterly check-ins with City staff & SBDC mentorship
- Race/ethnicity data of business owners collected per HUD guidelines

ITEMS FOR CONSIDERATION:**Next Steps:**

Approval from City Council to launch the FY2025 Pilot Phase and begin outreach to eligible entrepreneurs.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. DRAFT CAP Policy



Commercial Affordability Program (CAP) Pilot Phase

Launch Year: FY2025

I. Purpose and Vision

The Commercial Affordability Program (CAP) is designed as a transformative, forgivable loan program for Eagle Mountain. The program supports home-based entrepreneurs and microbusinesses as they open their first-ever brick-and-mortar location in the city—not for existing businesses seeking to relocate or expand additional outlets.

Core goals:

- Remove key barriers faced by local startups moving into commercial spaces.
- Foster economic self-sufficiency, job creation, and generational wealth within Eagle Mountain.
- Diversify and strengthen the local retail, service, and innovation economy.
- Enhance commercial corridors through well-supported, community-engaged local businesses.

II. Funding Model

- **Annual Budget:** \$150,000 (funded via Community Development Block Grant - CDBG).
- **Award Amounts:** Forgivable loans/grants up to \$75,000 per business.
- **Number of Awards:** 2–3 businesses per pilot year (based on funding and applicant quality).
- **Fund Sustainability & Repayment:** Awards are designed as forgivable if all program criteria are met for a minimum of two (2) years after contract execution. If a business fails to meet forgiveness criteria, the award converts into a repayable loan. The standard repayment period is twenty-four (24) months from the date of conversion. For awards above \$50,000, repayment may be extended to thirty-six (36) months at the City's discretion.

Repayments made within the 24–36-month period remain interest-free. If repayment extends beyond that timeframe, a small interest rate (annually, as set by City Council resolution) will be applied until the balance is fully repaid.



All repaid funds will be returned to the CAP program to establish a sustainable revolving loan fund supporting future applicants.

Use of Funds Restrictions: Funds may ONLY be used for:

- Commercial space build-out and improvements (tenant improvements, ADA compliance, utilities, signage, etc.)
- Equipment or commercial-grade furnishings directly supporting business launch
- Initial infrastructure and code compliance costs

Not eligible:

- Wages
- Expansion of a business with existing physical presence in Eagle Mountain or other cities
- Regular operating expenses
- Working capital
- Inventory for Resale
- Personal expenses.

III. Eligibility Criteria

To qualify, businesses must:

- Be first-time commercial tenants (never operated a brick-and-mortar elsewhere).
- Be headquartered in Eagle Mountain with no other commercial locations.
- Be independently owned (no national chains; local franchises considered case-by-case).
- Have completed the SBDC How to Start a Business 101 and Marketing Fundamentals (<https://www.uvu.edu/sbdc/training/>), covering:
 - Business planning, marketing, digital presence,
 - HR basics and payroll, accounting, tax compliance.
- Submit a comprehensive business plan with a detailed use-of-funds proposal.



- Target space in a city-approved commercial zone (no home offices/R&D facilities).
- Agree to participate in quarterly check-ins, mentorship, and public business presentations.
- CDBG Low-to-Moderate Income Requirement: Business owners must qualify as low-to-moderate income ($\leq 80\%$ Area Median Income, AMI). Documentation such as tax returns, bank statements, or other verifiable proof is required and must be kept on file. Current HUD standards can be found at [Income Limits | HUD USER](#).
- Microenterprise Requirement: Businesses must have *5 or fewer employees*, including the owner, at the time the loan is made. Documentation confirming employee count must be provided. Businesses may grow and add employees later, but initial eligibility requires 5 or fewer employees.
- Provide a valid business license and business incorporation documentation as part of the application.

IV. Compliance Requirements

1. Environmental Review:

- Before entering a contract with the small business owner, the City of Eagle Mountain must complete an environmental review using HUD's HEROs system.
- If any work begins before the environmental review is complete and the contract is signed, no expenses will be reimbursed. No program funds can be disbursed, and no business expenses reimbursed, until the environmental review is completed and the contract is signed.

2. Davis -Bacon Compliance:

- For any construction work exceeding \$2,000, the city must maintain Davis-Bacon payroll documentation.
- Documentation must show workers were paid at least the minimum prevailing wage for the work performed, per federal requirements. Borrowers and contractors must maintain certified payroll documentation.
- All federal labor compliance rules (beyond payrolls) must be followed, including subcontractor compliance.



3. City Staff Roles:

- The designated City staff member responsible for environmental reviews must obtain a HEROs account through HUD.
- City staff managing Davis-Bacon compliance must undergo labor compliance training to ensure accurate collection and maintenance of all required documentation.

V. Application & Selection Process

1. Application Package

For CDBG purposes, a business owner is defined as anyone with 20% or greater ownership in the company. The incomes of all such owners must be verified and documented.

- Structured online form with required uploads:
 - Business plan
 - Use of Funds Budget – Budget plan
 - Documentation from Readiness Program (SBDC Training)
 - Letters of intent/indication from landlords (if available)
 - Proof of owner equity in project (e.g., capital, equipment, in-kind)
 - Proof of LMI status ($\leq 80\%$ AMI)
 - Proof of employee count (5 or fewer at loan issuance)
 - Business license and incorporation documentation
 - Acknowledgment of environmental review and Davis-Bacon compliance requirements
 - <https://forms.cloud.microsoft/r/LmVca0yz7X>

2. Screening

- Administrative review of basic eligibility and completeness, all documents will be verified for validity.
- AI-supported initial segmentation, with right to manual review upon request.



3. Public Presentation

- Qualified applicants present their business (15 min pitch + Q&A) to the city's scoring panel and interested public observers.
- Fosters public transparency and surfaces community priorities.

4. Scoring Panel & Evaluation

- The scoring committee is appointed by the Economic Development Department, with strict conflict of interest disclosures, public lists of reviewers, and a requirement for impartiality. Panels include City Economic Development staff, local business mentors, and community leaders.
- Applications scored independently using formal criteria; scores averaged. (see below).

VI. Evaluation & Scoring System

Category	Points	Details
1. Business Viability	30	Business plan quality, feasibility, local demand
2. Community Impact	20	Job creation, civic engagement, filling local service gaps
3. Readiness & Commitment	20	Owner equity, speed to open, long-term intent
4. Education & Preparedness	15	Training, regulatory knowledge, HR readiness
5. Location Feasibility	15	Identified/secured site, build-out readiness
Bonus Points (Demographics/green)	up to 15	Tenant Improvement (TI) Allowances / in-kind contributions (+5); Minority, Woman, or Veteran Ownership (+5); Sustainable practices (+5); Local entrepreneurship network participation (+2)

- **Minimum Threshold:** 70/100 points for consideration.
- **Complete Rubric:** [CAP Program Scoring Rubric.xlsx](#)



VII. Forgiveness Criteria

To be fully forgiven, recipients must:

- Remain in business and physically located at the approved Eagle Mountain address for at least 2 consecutive years after launch.
- All awardees are required to participate in quarterly check-ins with the City, which include brief site visits and financial reviews.
 - To maintain forgiveness eligibility, participants must attend at least three out of four scheduled check-ins each year.
- Maintain complete and detailed expenditure records showing allowable uses of program funds (including vendor and purchase information).
- Engage in community activities (attending civic/merchant events, working with city staff).
- Submit timely reports and respond to all city feedback and technical assistance efforts.

Forgiveness is contingent upon full compliance with federal requirements, including environmental review, Davis-Bacon, low-to-moderate income documentation, and demographic reporting. Failure to meet these requirements will trigger a formal review and possible conversion of any remaining grant balance to a loan with city-mandated repayments.

VIII. Quarterly Check-In Process

Check-ins are designed as both compliance and support tools, structured as follows:

- **Check-in Form:**
 - [Quarterly Check-ins.docx](#)
- **Format:**
 - Brief written update (operations, finances, milestones, challenges)
 - Mandatory mentorship or technical assistance session provided by the SBDC (<https://www.uvu.edu/sbdc/workshops/>) (quarterly or as needed)
 - In-person or virtual site visit by Economic Development Dept.
- **Purpose:**
 - Validate progress on build-out and launch schedule



- Confirm continued alignment with business plan and city use-of-funds requirements
- Identify resource needs, connect to support services/partners
- **Documentation:**
 - Check-in form, updated expenditure report, photographs or receipts as appropriate
 - Meeting/visit notes uploaded to business's city file

IX. Transparency & Public Engagement

- Only businesses located in city-approved commercial/business zones are eligible.
- Names and basic information of awardees will be announced publicly on the EMC website under the Economic Development section.
- Annual CAP Report published, including awardees, success stories, and financial sustainability.
- All applicants are expected to participate in at least two public events, roundtable, or presentation during the program year. These events are listed in the city events calendar.
- [City Events.pdf](#)

X. Equity & Sustainability Commitment

- Targeted outreach to minority, woman, and veteran entrepreneurs.
- Bonus points for applicants leveraging landlord TI allowances.
- Incentives for green practices and sustainable sourcing
- Designed to maximize inclusion of Eagle Mountain's many home-based businesses transitioning to storefronts.

XII. Underwriting Standards

The City of Eagle Mountain will apply the following underwriting standards to all CAP applications:



1. Equity Investment:

- Borrower must contribute at least 10% of total project costs in cash or owner-provided resources.
- Equity may include documented savings, equipment, or materials directly tied to the project.

2. Debt Capacity:

- Borrower must demonstrate the ability to meet repayment obligations if forgiveness criteria are not met.
- Debt Service Coverage Ratio (DSCR) of at least 1.15 based on projected cash flow (or equivalent financial indicator for microenterprises).

3. Creditworthiness:

- Borrower must provide personal or business credit history. Minimum score is not required, but recent bankruptcies or defaults must be explained.
- Alternative credit documentation (e.g., utility payments, rental history) may be accepted for LMI applicants without traditional credit.

4. Feasibility of Business Plan:

- Business plan must demonstrate:
 - Reasonable revenue and expense projections.
 - Clear market analysis showing demand for the product/service.
 - Identification of risks and mitigation strategies.

5. Job Creation/Retention:

- Borrowers must certify intent to create or retain jobs consistent with CDBG microenterprise rules (5 or fewer employees at contract execution).
- Growth projections will be reviewed but not required for forgiveness.

6. Collateral/Assurances (if applicable):

- While collateral is not required, Borrower must agree to City monitoring and provide ongoing financial updates during the loan period.
- City reserves the right to request a personal guarantee for awards of over \$50,000.



7. Regulatory Compliance:

- Borrower must meet all CDBG regulatory requirements, including LMI ownership certification, environmental review, and Davis-Bacon compliance.
 - As part of HUD compliance and the City's recordkeeping obligations, the race and ethnicity of each business owner must be collected and maintained in the City's program documentation.
-



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	CONCEPT PLAN - Bishop Project (Upper Hidden Valley)
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	Darrin Perkes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Categories: Foothill Residential and Parks and Open Space Zones: Upper Hidden Valley Single Family Detached - Cluster, Upper Hidden Valley Multifamily, and Upper Hidden Valley Native Open Space	40 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council provide feedback to the applicant pertaining to the submitted concept plan.

BACKGROUND:

- The land use plan for the larger Hidden Valley project was approved on **December 2, 2008**.
- The approved land use map for the Upper Hidden Valley project area is dated **February 28, 2011**.
- The Upper Hidden Valley Master Development Agreement was made effective on **December 1, 2015**.

Since then, there has been little to no movement to develop the project. Staff recently received a concept plan application for a piece of property located within the Upper Hidden Valley project area. The property will be developed and reviewed in accordance with the approved land use plan, the master development agreement, and a combination of the Eagle Mountain Municipal Code in effect in 2015 and the current rendition of the Code.

ITEMS FOR CONSIDERATION:

1. Staff has informed the Applicant that the proposed land use plan will have to better align with the approved Upper Hidden Valley Land Use Concept Plan (see page 5 on the attached concept plan package).
2. The northernmost lots located on SITLA property seem to be on slopes greater than 25%. Per section 6.2 of the development agreement, no buildings shall be located on such slopes.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Concept Plan Set
2. Upper Hidden Valley MDP
3. Maps

DEVELOPMENT PLAN

1.59 ACRE PARK WITH
PARKING, PICKLEBALL COURT,
PLAYGROUND EQUIPMENT,
AND PAVILLION.

EXISTING TRAIL CONNECTIONS

SUMMARY DATA

71 SINGLE FAMILY LOTS (5,200 SF MINIMUM)
50 MEDIUM SIZED TOWNHOME UNITS (25'D X 35'W)
96 SMALL SIZED TOWNHOME UNITS (30'D X 25'W)
217 TOTAL UNITS

UNIFORM FENCING
ALONG REAR
PROPERTY LINE

23 TOWNHOMES WITH
UPPER LEVEL GARAGE
9 GUEST PARKING SPACES

27 TOWNHOMES WITH LOWER
LEVEL GARAGE
10 GUEST PARKING SPACES

0.14 AC POND AREA

96 TOWNHOMES WITH REAR
ALLEY GARAGES
33 GUEST PARKING SPACES

0.72 ACRE
PARK AREA

71 LOTS
(AVERAGE LOT
SIZE 5800 SF)

EXISTING TRAIL CONNECTIONS



Scale in Feet

[illegible]

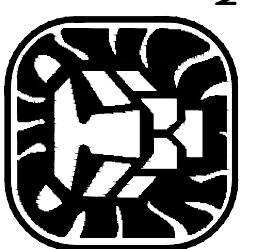
SEAL

BISHOP PROPERTY

EAGLE MOUNTAIN, UTAH

FOR:

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



BISHOP PROPERTY

DEVELOPMENT PLAN

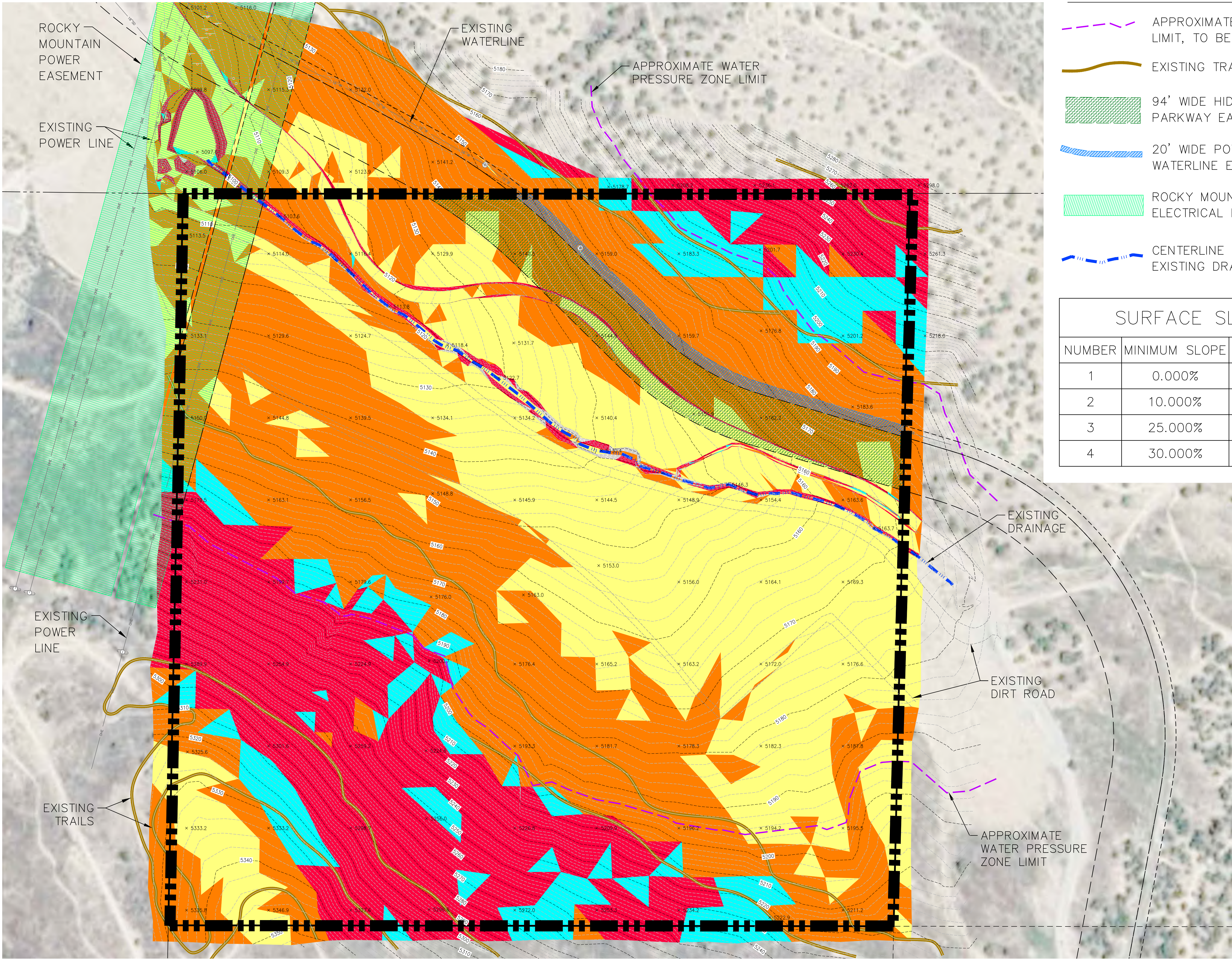
PROJECT:

SHEET:

PROJECT NO.
4021

ISSUE DATE:
08/11/25
SHEET NO.

SENSITIVE LANDS / OPPORTUNITIES AND CONSTRAINTS



LEGEND

- APPROXIMATE WATER PRESSURE ZONE LIMIT, TO BE CONFIRMED WITH CITY
- EXISTING TRAIL
- 94' WIDE HIDDEN VALLEY PARKWAY EASEMENT
- 20' WIDE POTENTIAL WATERLINE EASEMENT
- ROCKY MOUNTAIN POWER ELECTRICAL EASEMENT
- CENTERLINE OF EXISTING DRAINAGE

SURFACE SLOPE DATA

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0.000%	9.999%	
2	10.000%	24.999%	
3	25.000%	29.999%	
4	30.000%	100.000%	

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NO.	REVISIONS	BY	DATE

DESIGNER: DOM
MANAGER: DOM
FILE NAME: 03-UHV-SENSITIVE LANDS.dwg

FOR: BISHOP PROPERTY

LOCATION: EAGLE MOUNTAIN, UTAH

PROJECT: BISHOP PROPERTY

SHEET: SENSITIVE LANDS PLAN

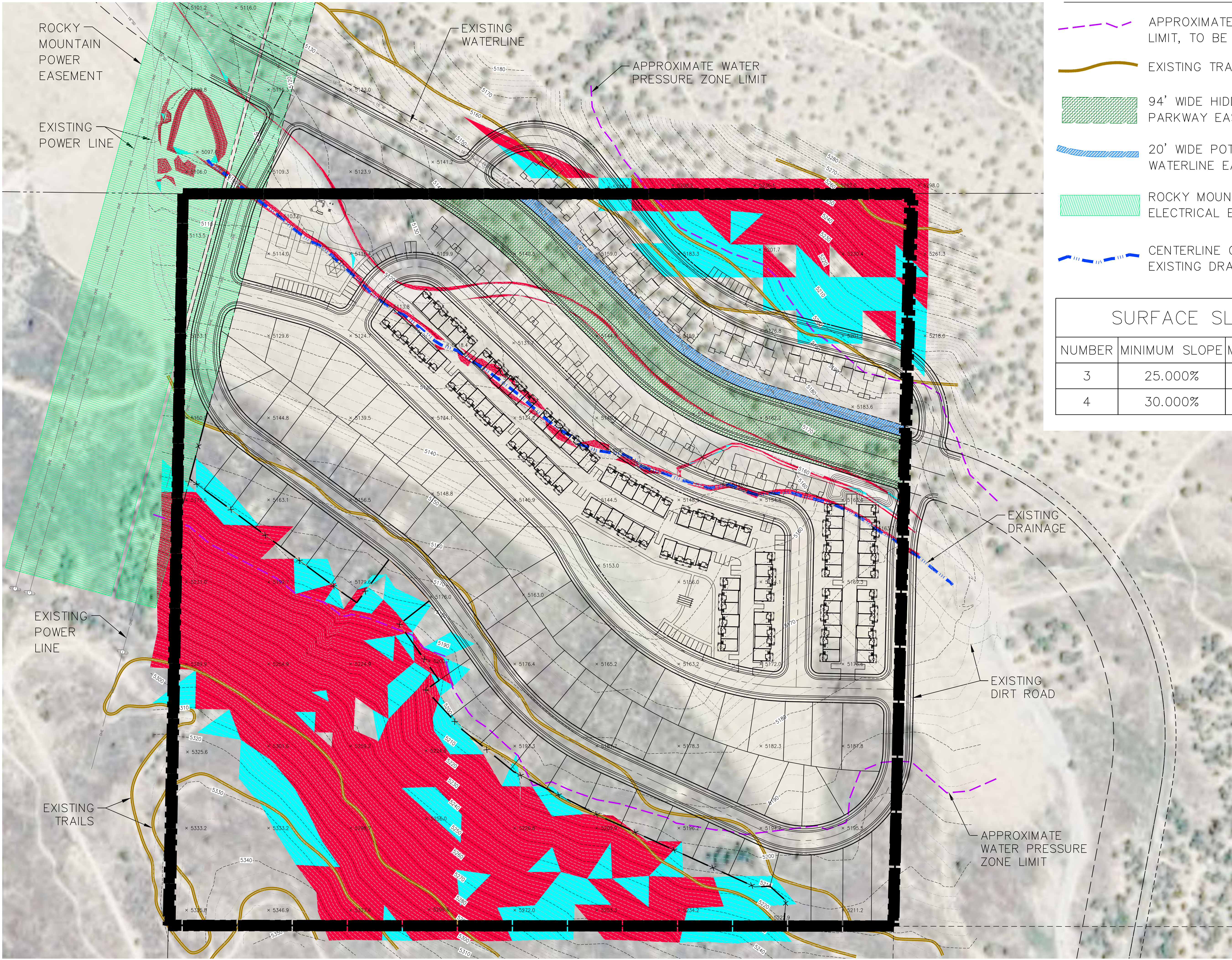
PROJECT NO. 4021

ISSUE DATE: 08/08/25

SHEET NO. OP-3

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

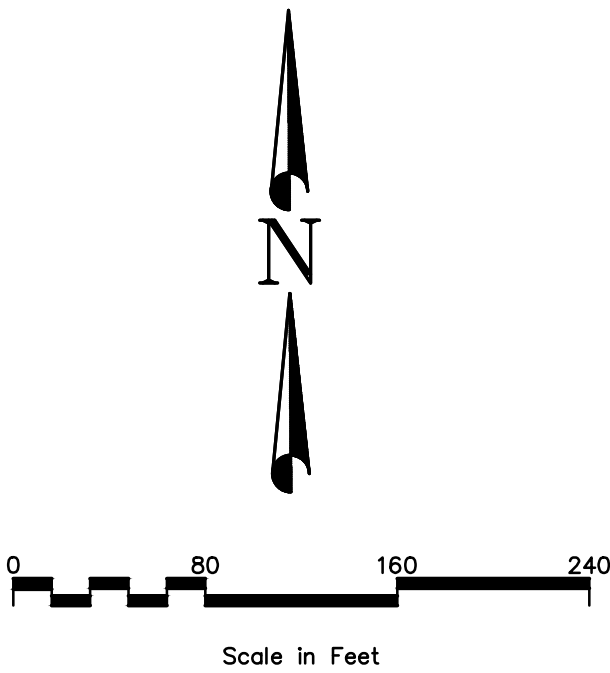
SENSITIVE LANDS / DEVELOPMENT PLAN OVERLAY



LEGEND

- APPROXIMATE WATER PRESSURE ZONE LIMIT, TO BE CONFIRMED WITH CITY
- EXISTING TRAIL
- 94' WIDE HIDDEN VALLEY PARKWAY EASEMENT
- 20' WIDE POTENTIAL WATERLINE EASEMENT
- ROCKY MOUNTAIN POWER ELECTRICAL EASEMENT
- CENTERLINE OF EXISTING DRAINAGE

SURFACE SLOPE DATA			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
3	25.000%	29.999%	CYAN
4	30.000%	100.000%	RED



path: P:\UPPER HIDDEN VALLEY - EAGLE MT\DESIGN\CAD\OVERALL PLANS
file name: 03-UHV-SENSITIVE LANDS.dwg | plot date: August 14, 2025 | plotted by: DarrinPerkins

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SEAL

FOR:

BISHOP PROPERTY

EAGLE MOUNTAIN, UTAH

PROJECT:

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Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

PROJECT NO.

4021

ISSUE DATE:

08/08/25

SHEET NO.

OP-4

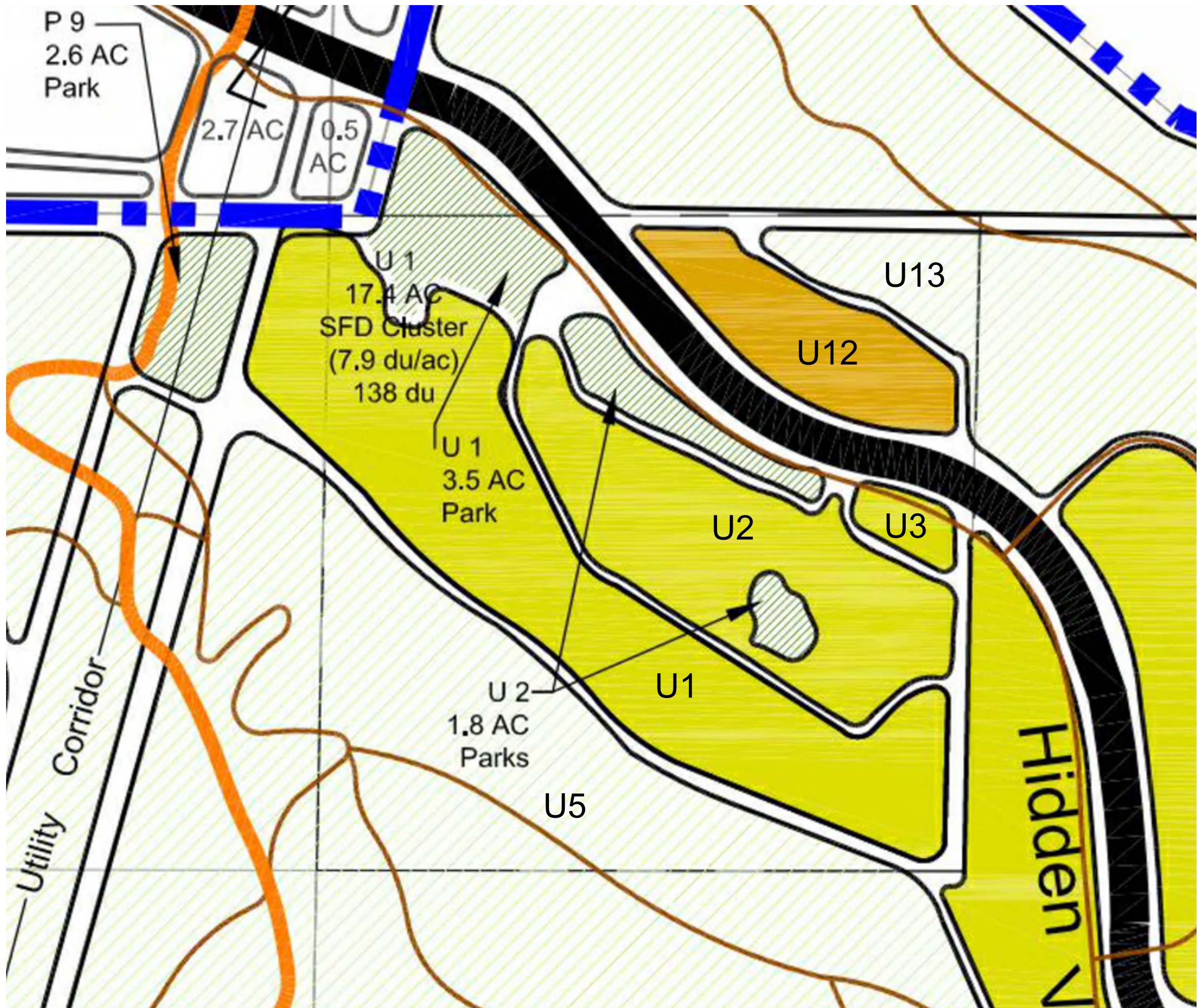
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BISHOP PROPERTY

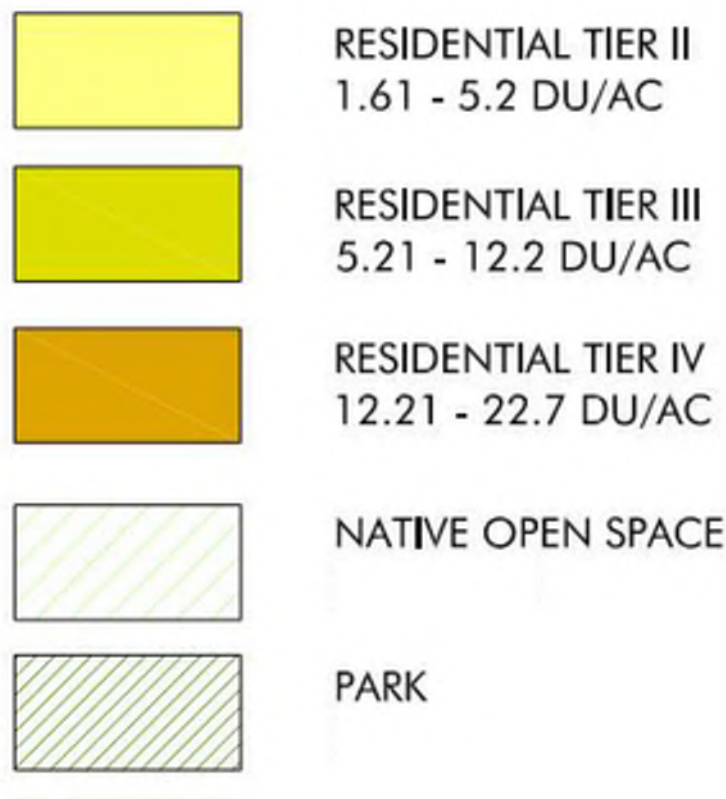
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SENSITIVE LANDS OVERLAY

UPPER HIDDEN VALLEY LAND USE CONCEPT PLAN



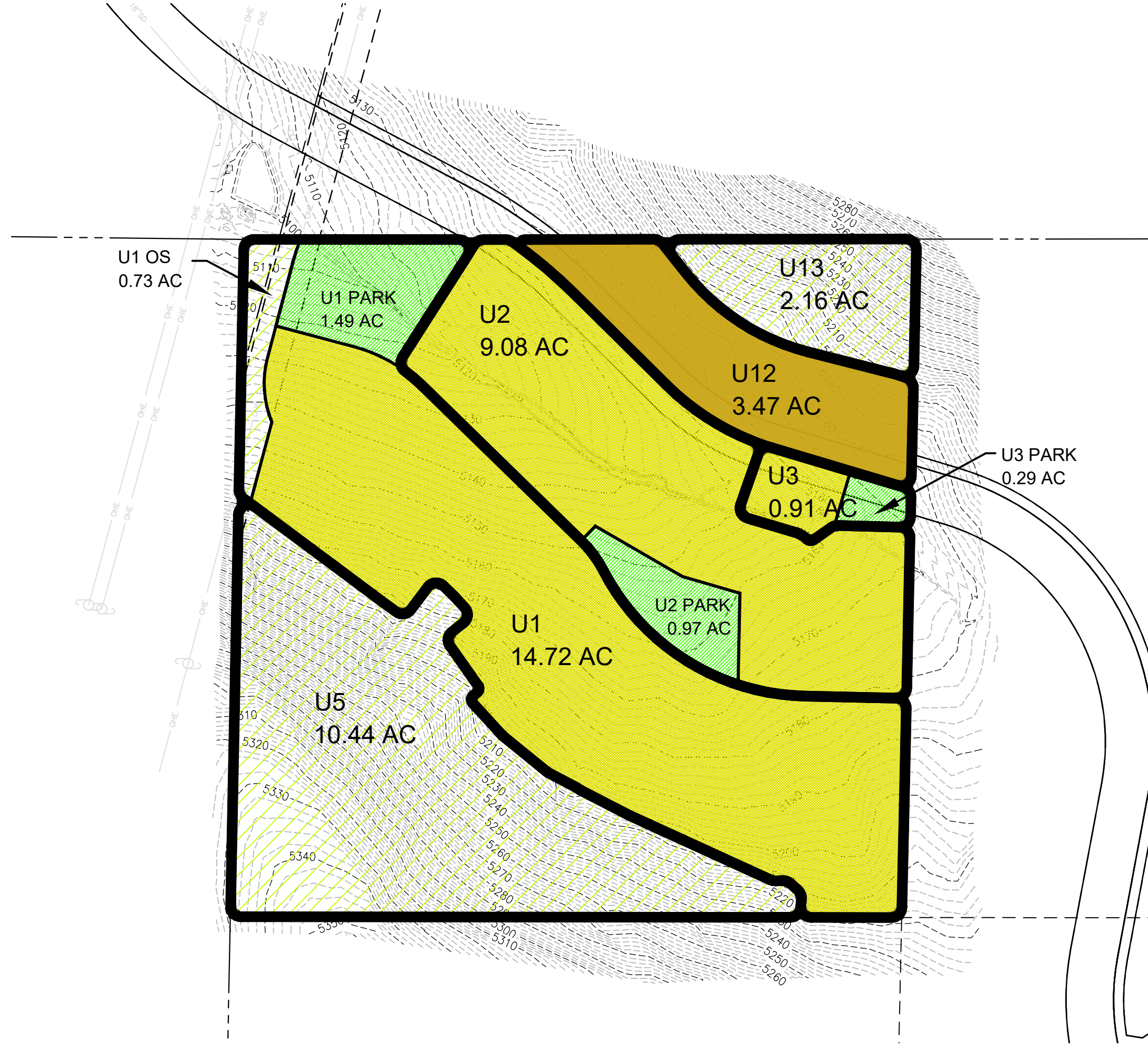
LEGEND



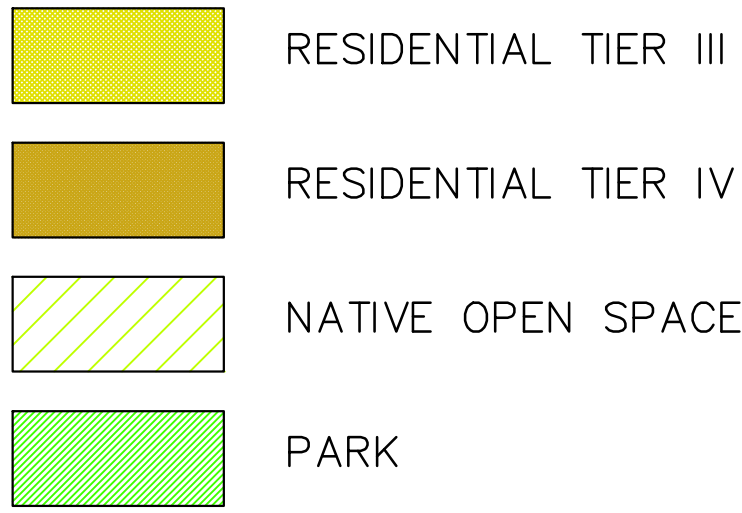
UPPER HIDDEN VALLEY LAND USE CONCEPT PLAN

LAND USE POD WITH PROPOSED LAND USE	ESTIMATED KIRKLAND ACRES GROSS/BUILDABLE	PROJECTED DENSITY	PROJECTED KIRKLAND DWELLING UNITS	PROJECTED OPEN SPACE SPACE (IMPROVED)	PROJECTED OPEN SPACE NATIVE
U1 SINGLE FAMILY	14.8 / 13.4 AC	7.9 DU/AC	118 UNITS	1.5 AC	1.4 AC
U2 MULTI FAMILY	9.6 / 9.6 AC	11.1 DU/AC	107 UNITS	1.8 AC	0.0 AC
U3 SINGLE FAMILY	1.0 / 1.0 AC	6.0 DU/AC	6 UNITS	0.0 AC	0.0 AC
U5 OPEN SPACE	10.1 / 2.4 AC	0.0 DU/AC	0 UNITS	0.0 AC	10.1 AC
U12 MULTI FAMILY	4.5 / 4.5 AC	13.5 DU/AC	61 UNITS	0.0 AC	0.0 AC
U13 OPEN SPACE	1.8 / 0.3 AC	0.0 DU/AC	0 UNITS	0.0 AC	1.8 AC
PROJECTED TOTALS	41.8 / 31.2 AC		292 UNITS	3.3 AC	13.3 AC

PROPOSED HIDDEN HOLLOW LAND USE

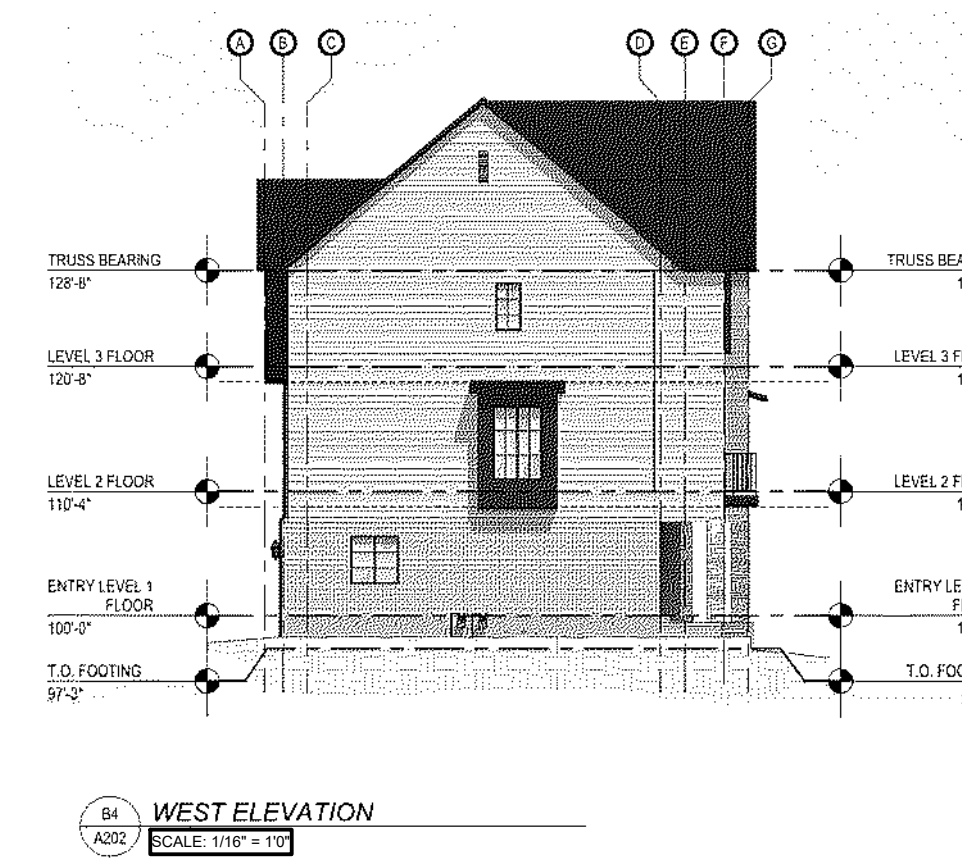
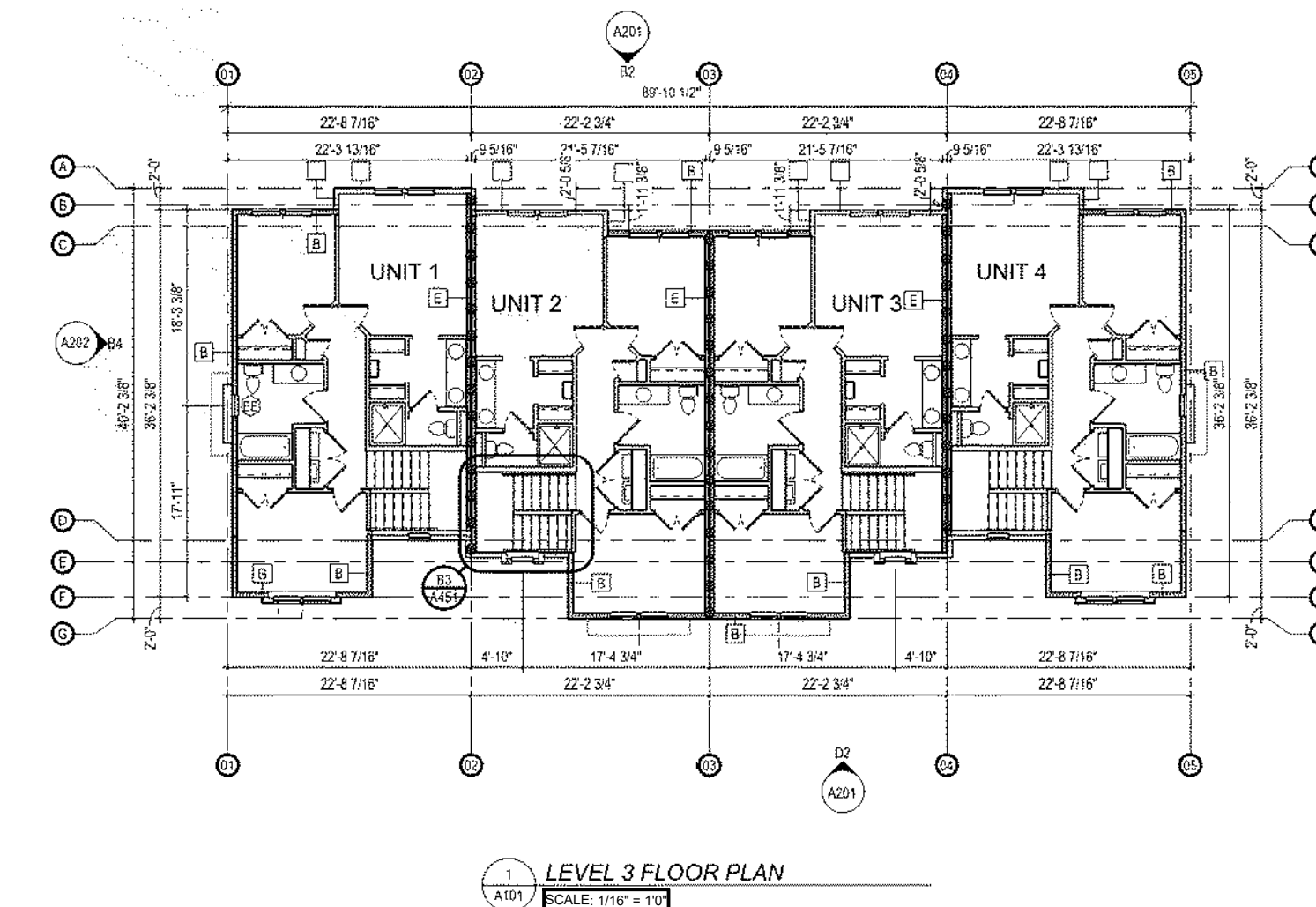


LEGEND

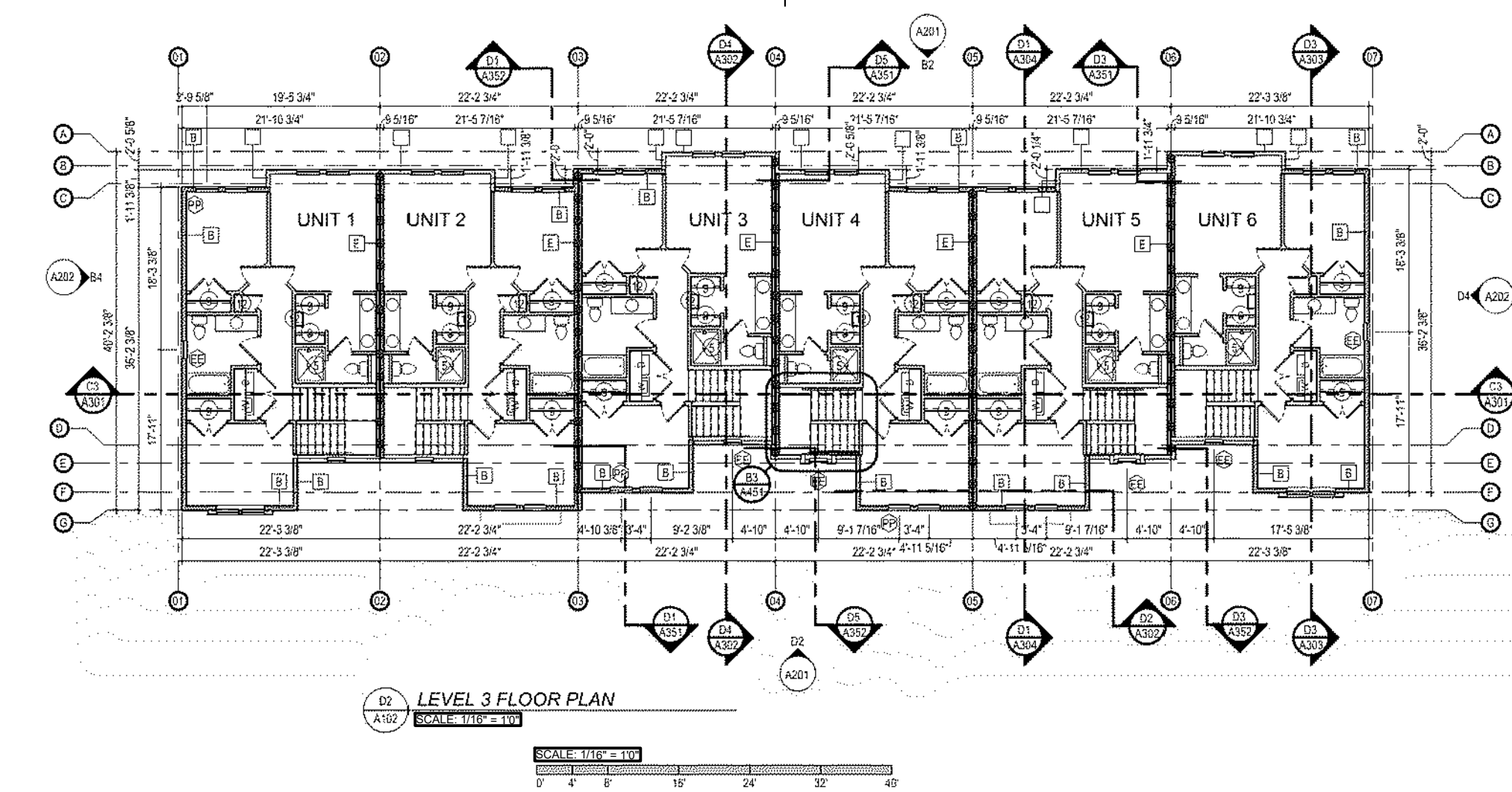
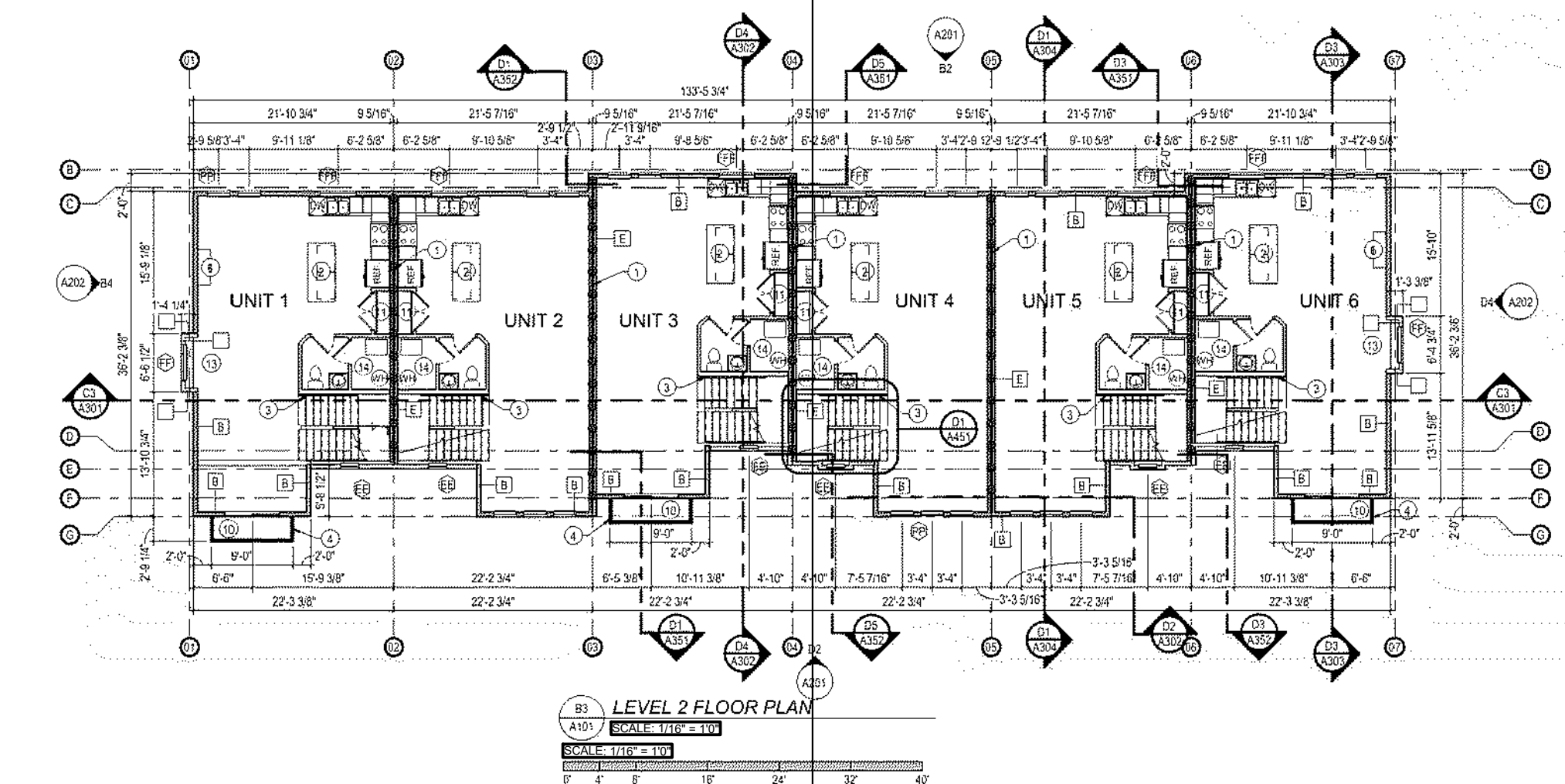
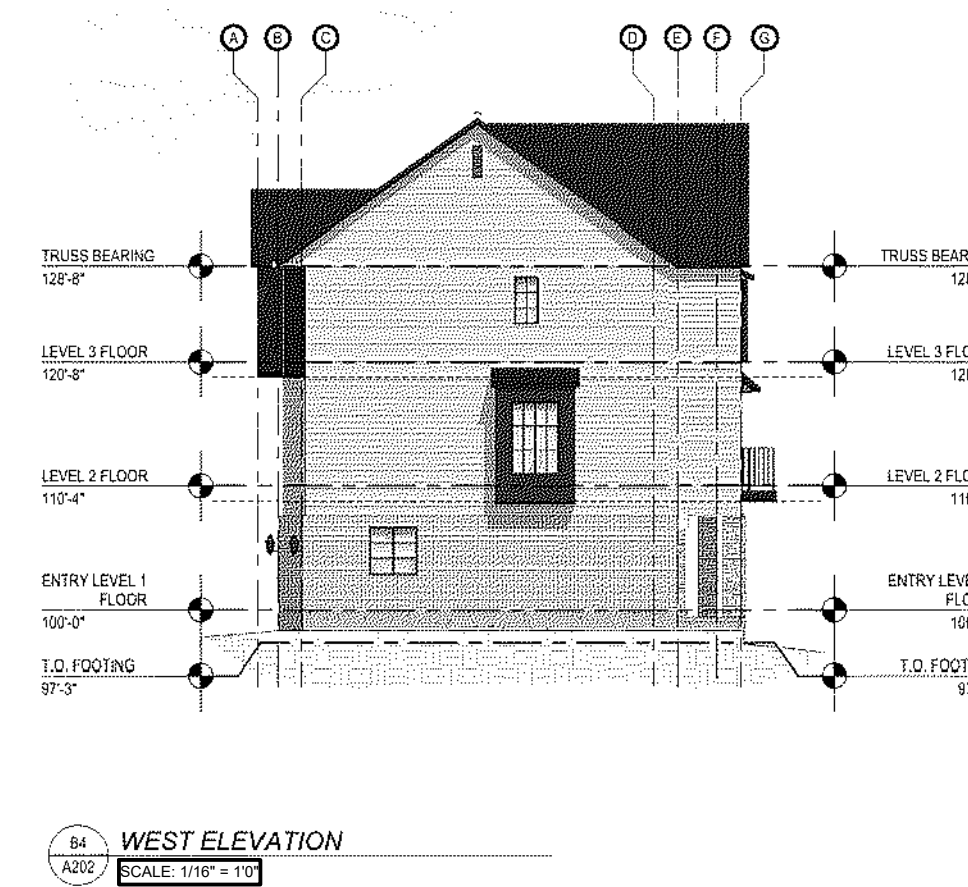


PROPOSED HIDDEN HOLLOW LAND USE

PROPOSED LAND USE	ACRES	PROPOSED DENSITY	DWELLING UNITS	PROVIDED OPEN SPACE SPACE (IMPROVED)	PROVIDED OPEN SPACE NATIVE
U1 SINGLE FAMILY	14.72 AC	4.82 DU/AC	71 UNITS	1.49 AC	0.73 AC
U2 MULTI FAMILY	9.08 AC	12.89 DU/AC	117 UNITS	0.97 AC	0.0 AC
U3 MULTI FAMILY	0.91 AC	6.59 DU/AC	6 UNITS	0.29 AC	0.0 AC
U5 OPEN SPACE	10.44 AC	0.0 DU/AC	0 UNITS	0.0 AC	10.44 AC
U12 MULTIFAMILY	3.47 AC	6.63 DU/AC	23 UNITS	0.0 AC	0.0 AC
U13 OPEN SPACE	2.16 AC	0.0 DU/AC	0 UNITS	0.0 AC	2.55 AC
PROPOSED TOTALS	40.78 AC		217 UNITS	2.75 AC	13.72 AC



NOTE: TYPICAL TOWNHOME ARCHITECTURE PROVIDED BY CORE ARCHITECTURE



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file name: 06-X-BLDG ELEVATION EXHIBITS.dwg | plot date: June 03, 2025 | plotted by: Kelly Joseph

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BISHOP PROPERTY

EAGLE MOUNTAIN, UTAH

OK:

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



BISHOP PROPERTY

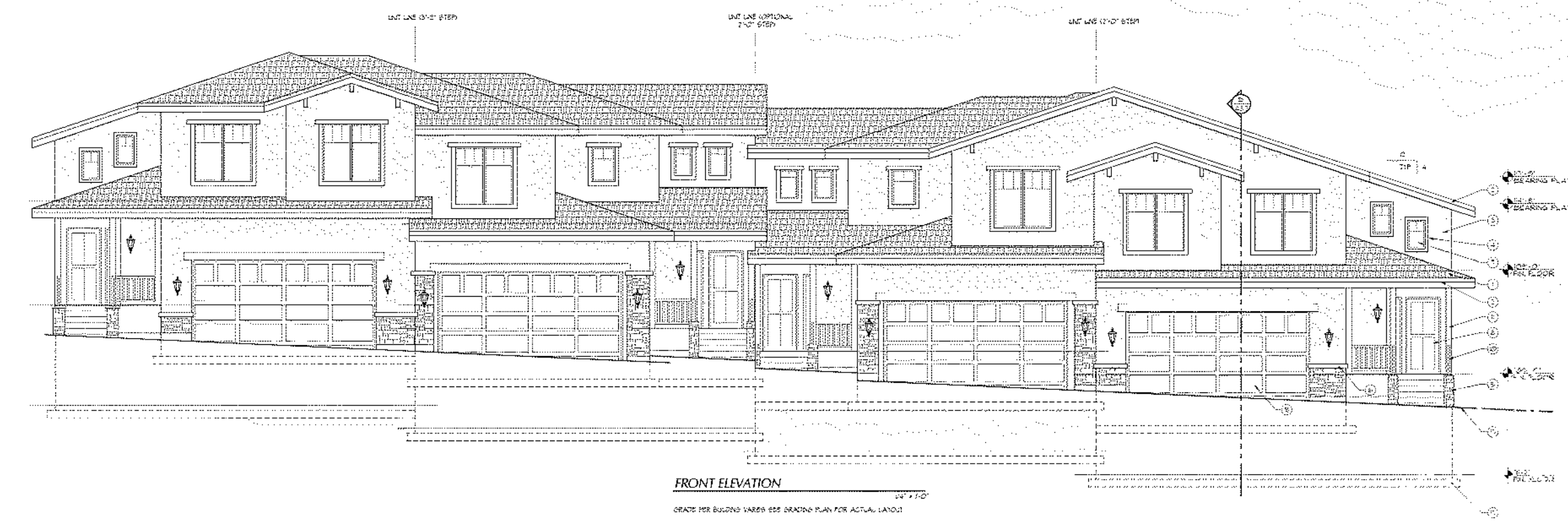
BUILDING ELEVATIONS EXHIBIT

PROJECT NO.	4021
ISSUE DATE:	06/06/25
SHEET NO.	OP-7

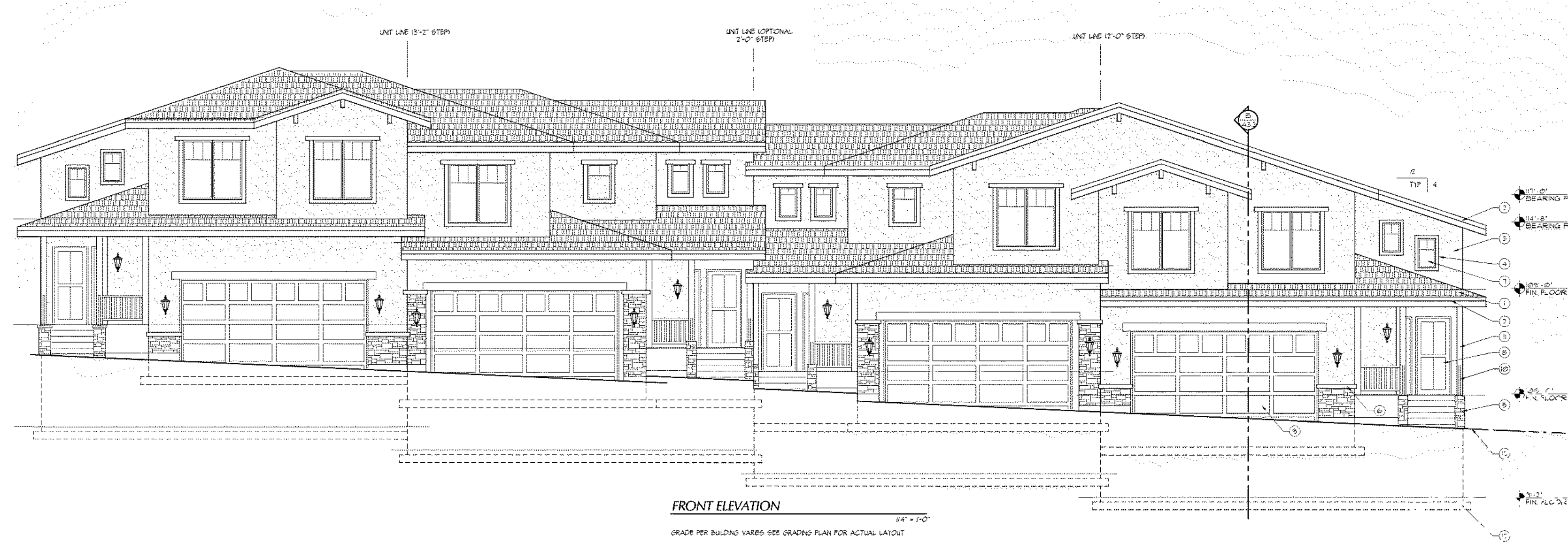
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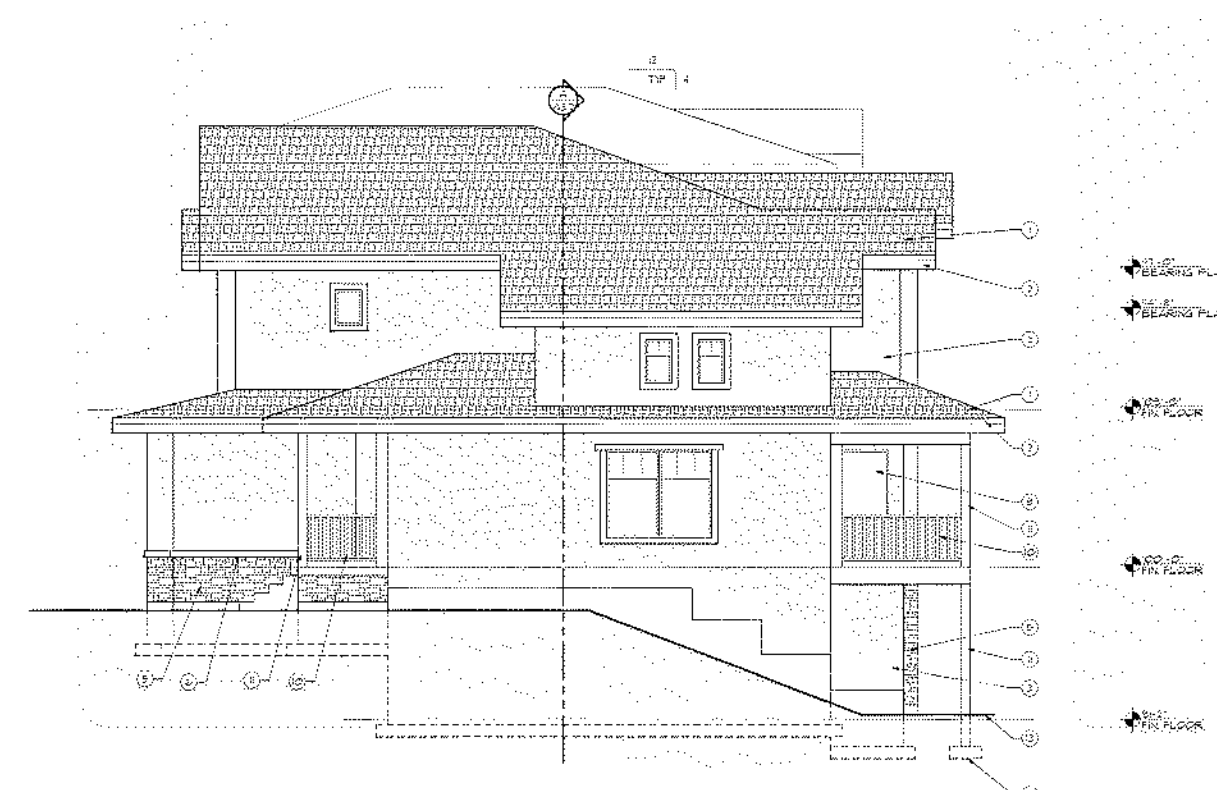
REAR ELEVATION
1/4" = 1'-0"



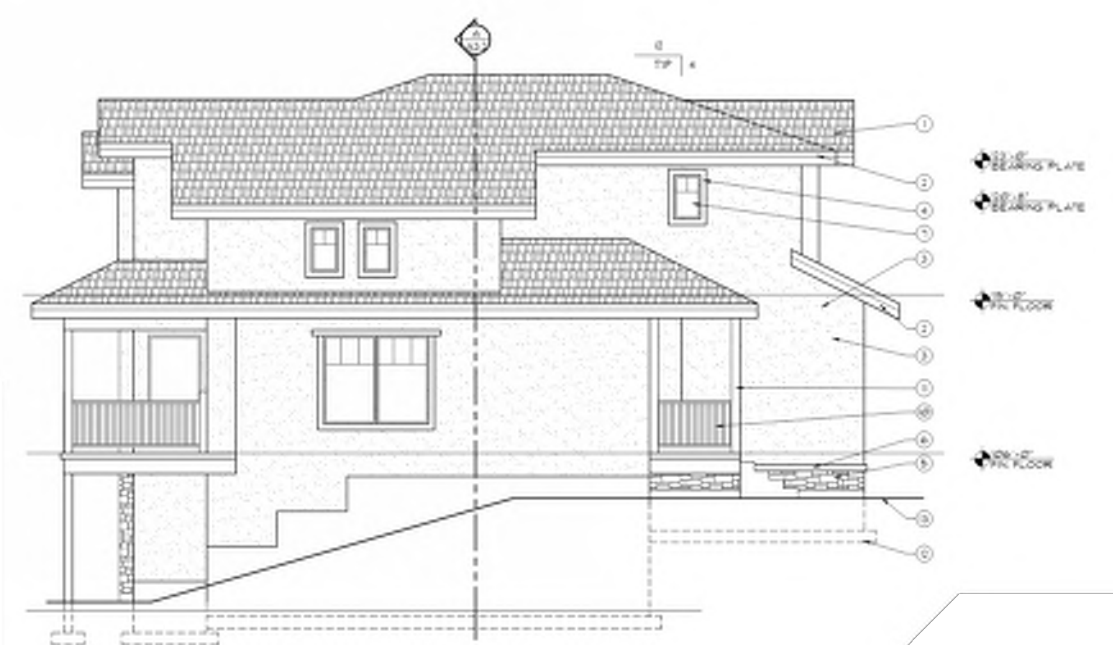
FRONT ELEVATION
1/4" = 1'-0"



FRONT ELEVATION
1/4" = 1'-0"

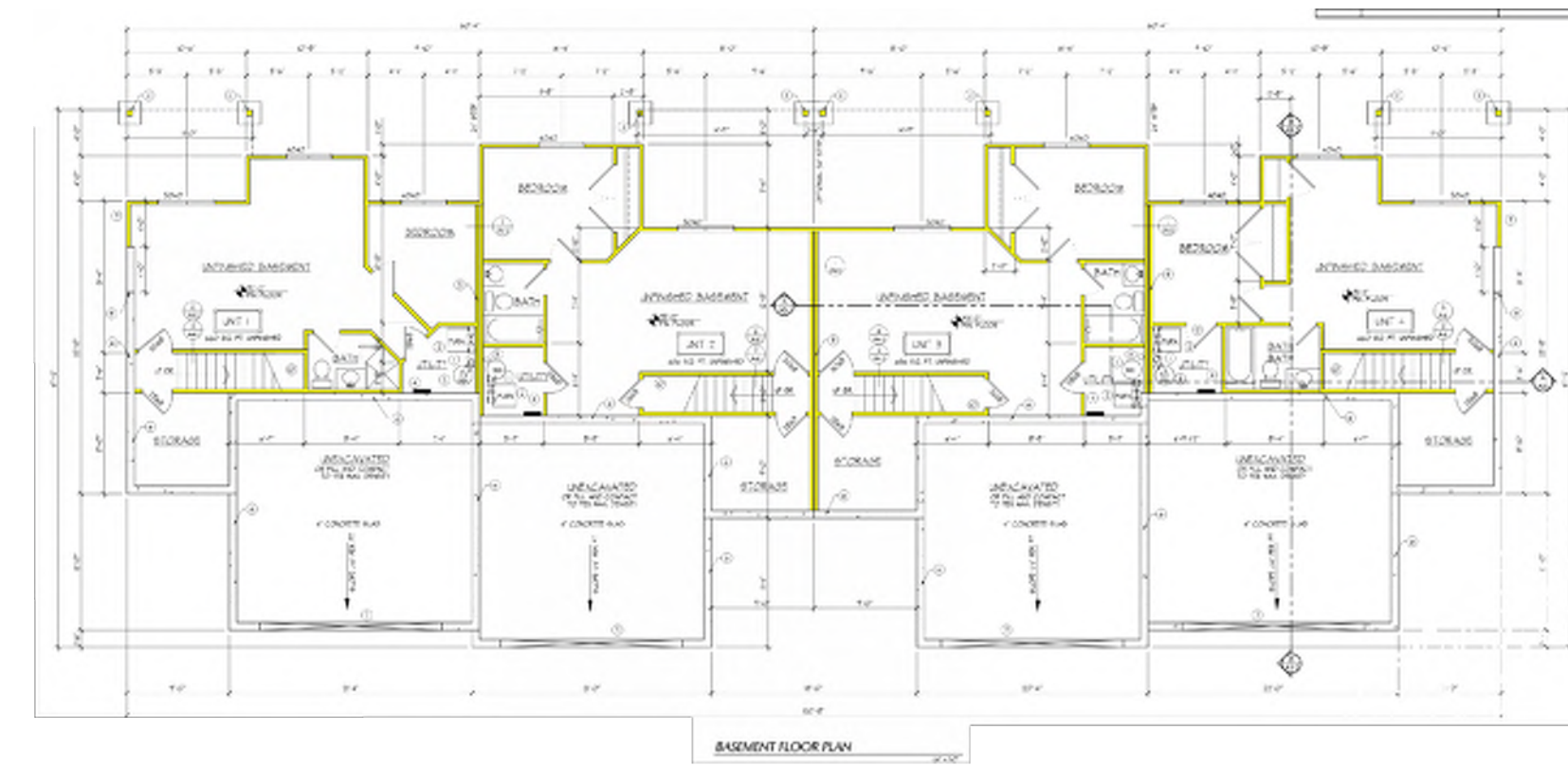


RIGHT ELEVATION
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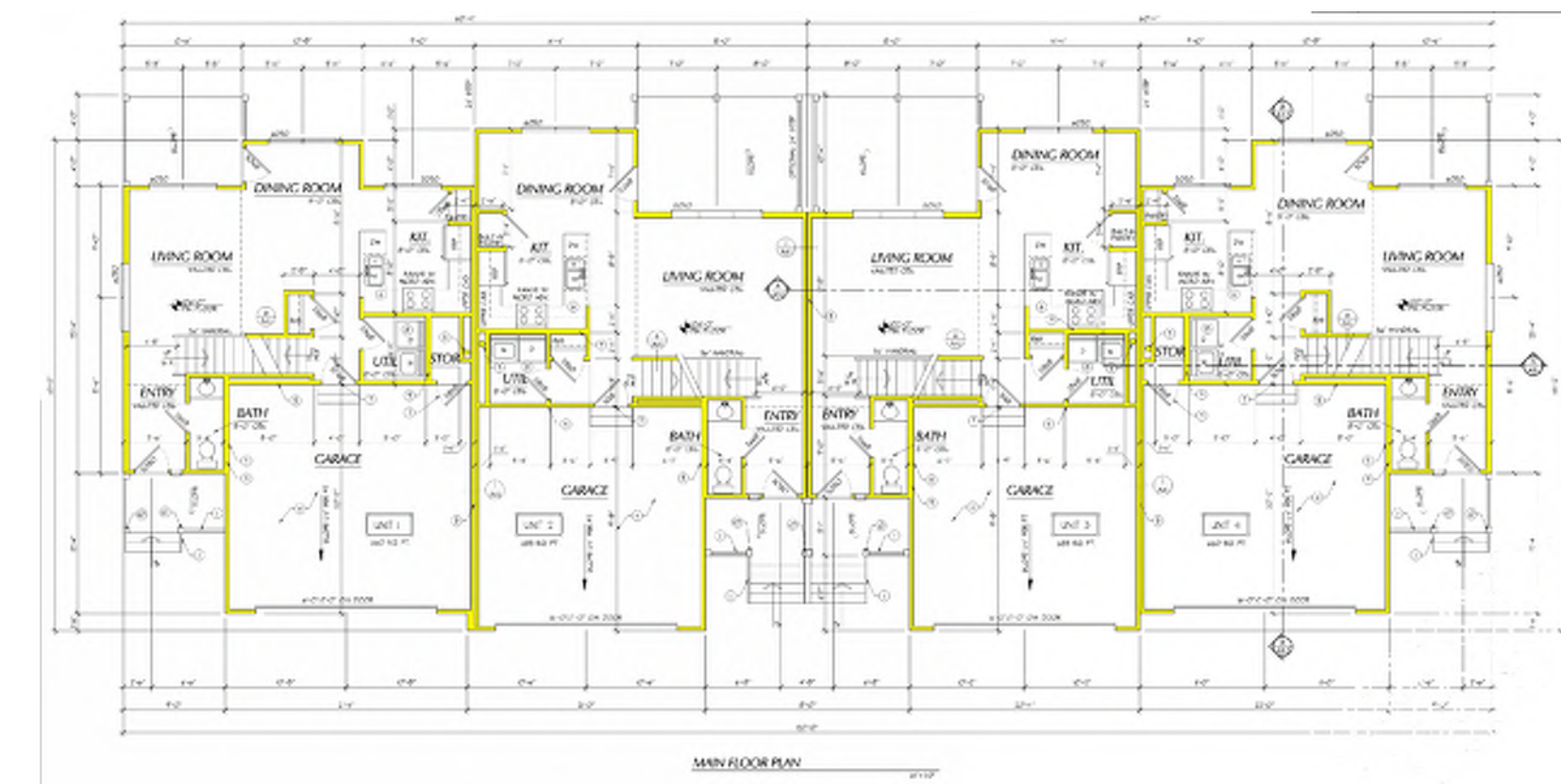


LEFT ELEVATION
1/4" = 1'-0"

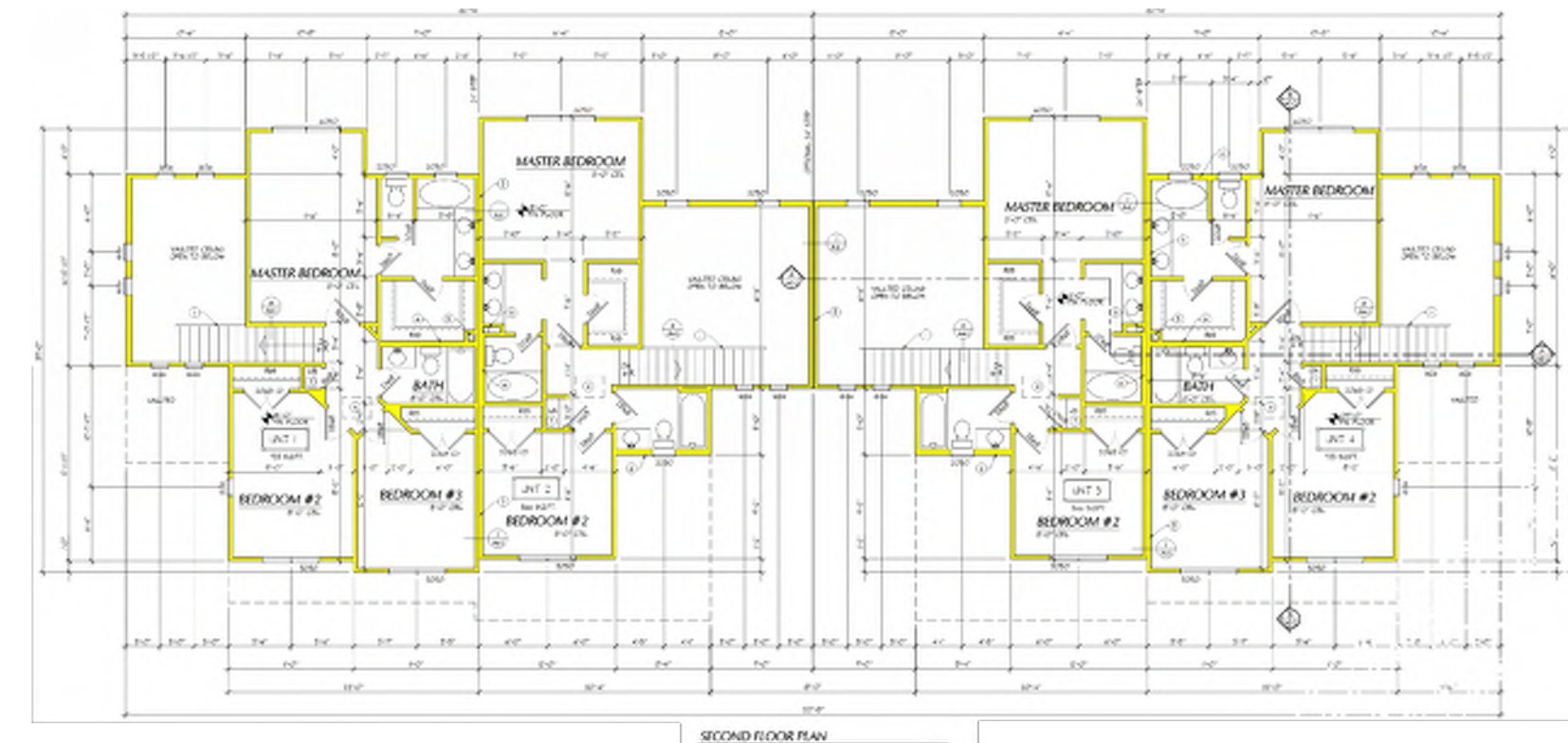
4-PLEX DOWNHILL TOWNHOMES



BASMENT FLOOR PLAN



MAIN FLOOR PLAN



SECOND FLOOR PLAN

NOTE: TYPICAL TOWNHOME ARCHITECTURE PROVIDED BY CORE ARCHITECTURE

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NO.	REVISIONS	BY	DATE
DESIGNER: DOM	MANAGER: DOM	FILE NAME: 06-X-BLDG ELEVATION EXHIBITS.dwg	

SEAL

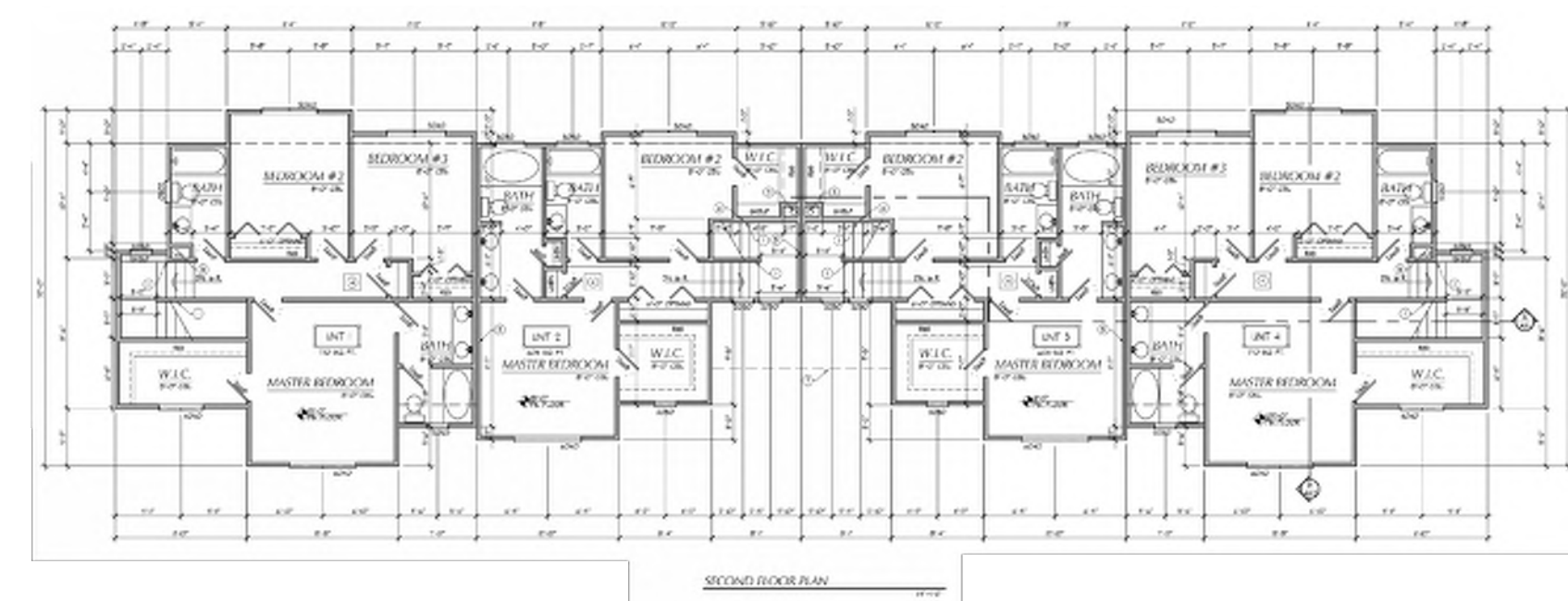
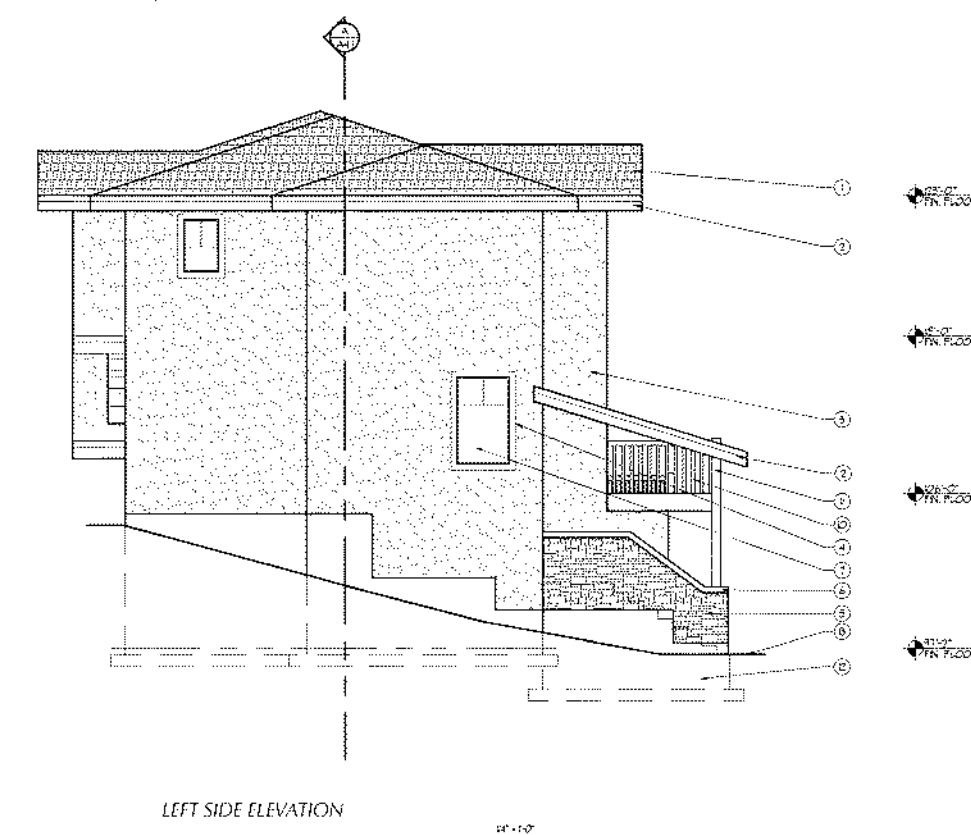
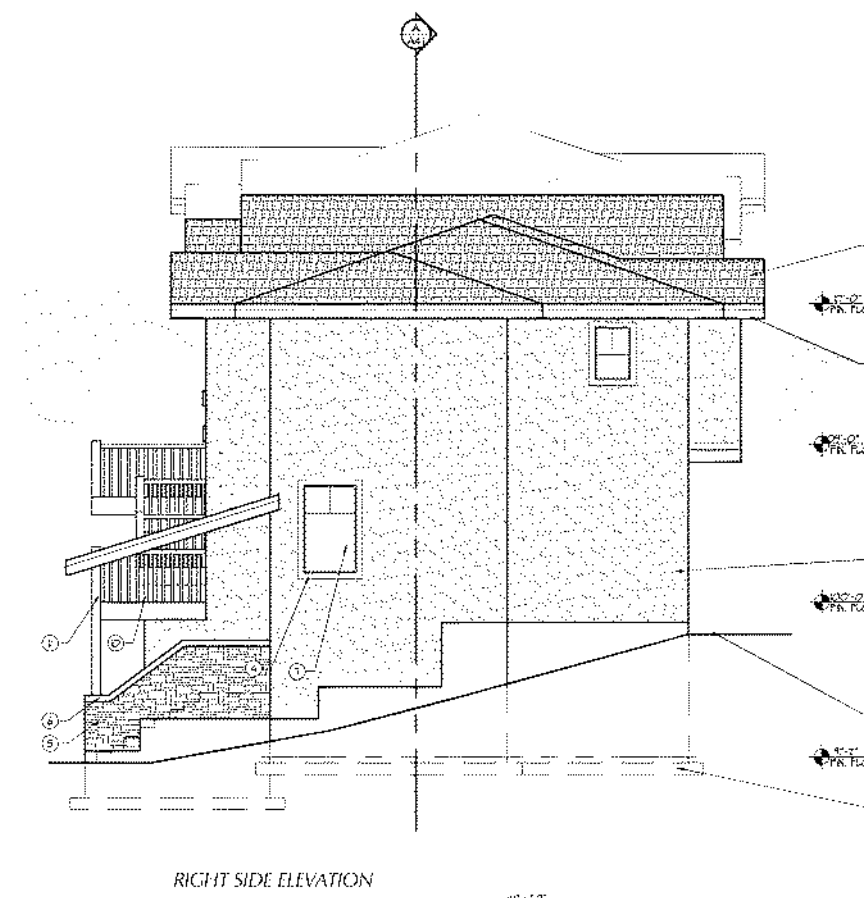
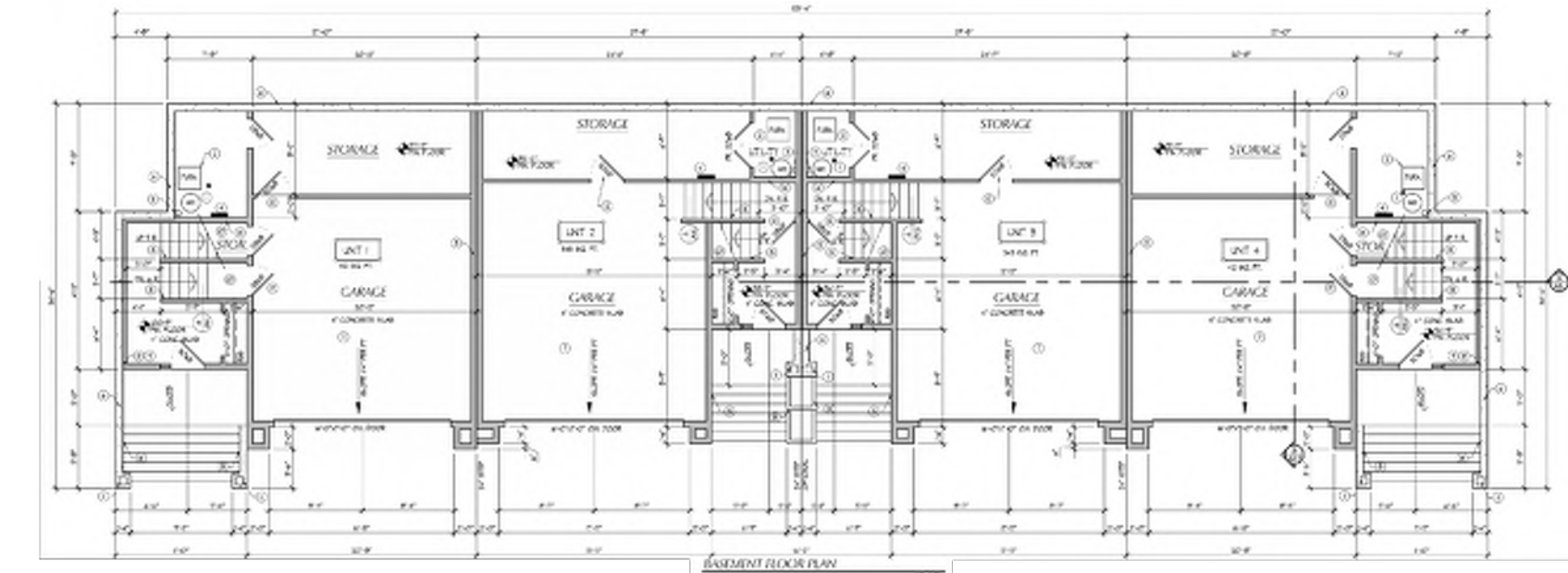
FOR: BISHOP PROPERTY
LOCATION: EAGLE MOUNTAIN, UTAH

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

PROJECT: BISHOP PROPERTY
SHEET: BUILDING ELEVATIONS EXHIBIT

PROJECT NO. 4021
ISSUE DATE: 06/06/25
SHEET NO. OP-8

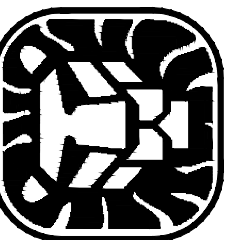
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EAGLE MOUNTAIN, UTAH

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



PROJECT: **BISHOP PROPERTY**

DEET: **BUILDING ELEVATIONS EXHIBIT**

PROJECT NO.
4021

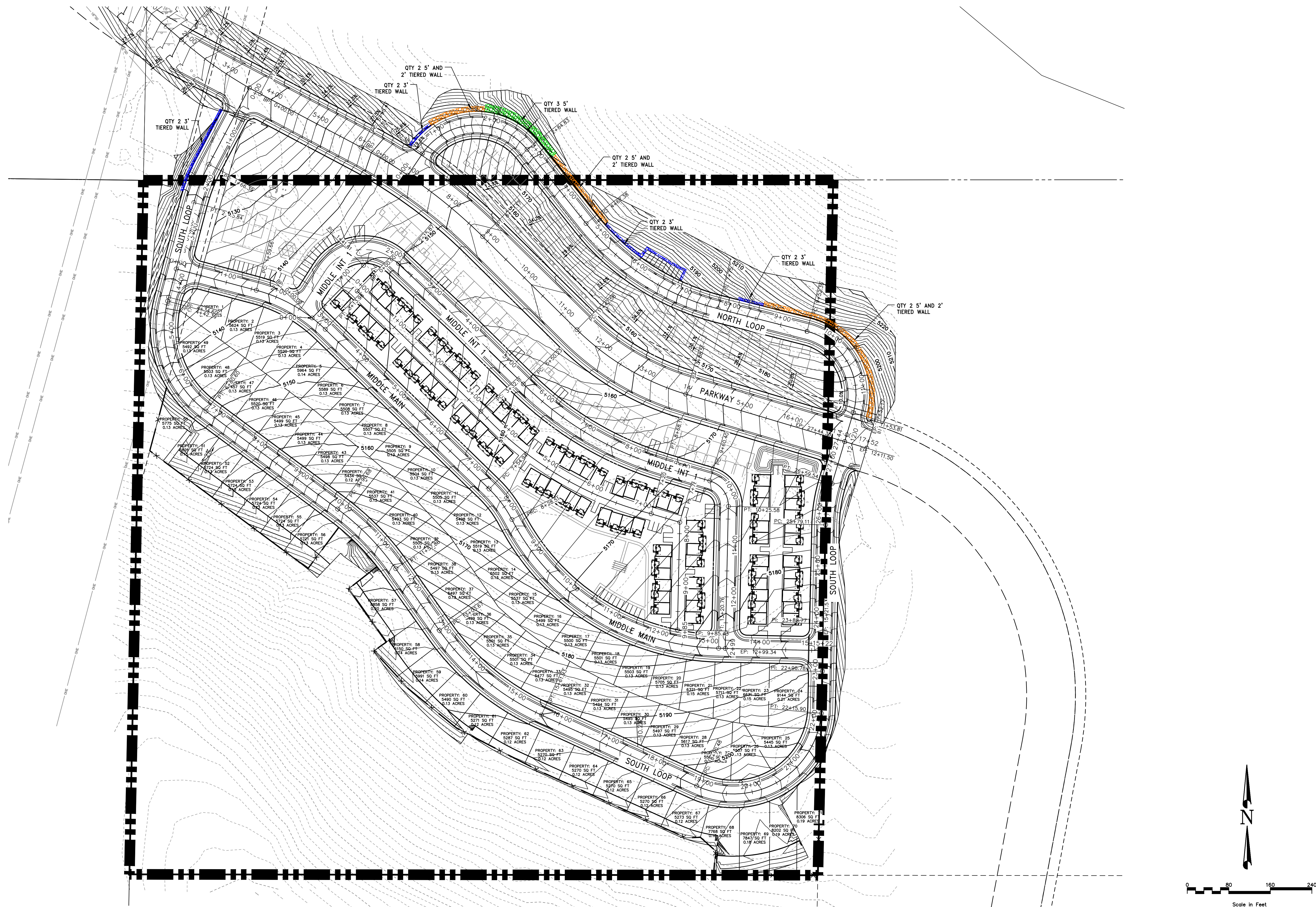
ISSUE DATE:
06/06/25

SHEET NO.
OP-9

NOTE: TYPICAL TOWNHOME ARCHITECTURE PROVIDED BY CORE ARCHITECTURE

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ROADWAY PLAN



path: P:\UPPER HIDDEN VALLEY - EAGLE MTN\DESIGN\CAD\BASE FILES\
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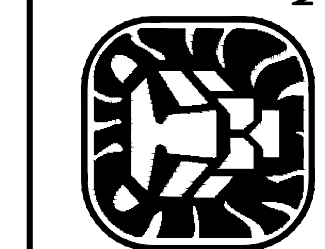
SEAL

BISHOP PROPERTY

FOR: _____

LOCATION: _____

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000



BISHOP PROPERTY

PROJECT:
SHEET:
OVER:

PROJECT NO.	4021
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ISSUE DATE:
08/08/25

SHEET NO.
RD-1

Master Development Plan

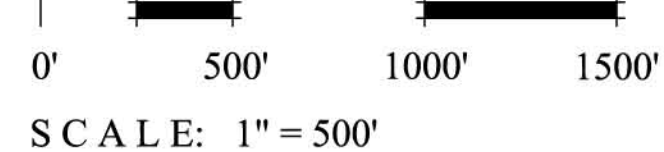
February 28, 2011

PARCEL	LAND USE	AREA (AC)	DENSITY (DU/AC)	DU	RES. % TIER	% OF AREA
LOWER HIDDEN VALLEY						
P-9	PARK (Partial)	2.6				
P-10	TRAIL CORRIDOR	20.3				
S-1	NATIVE OPEN SPACE	20.1				
SUBTOTAL PARKS & OPEN SPACE		43.0				6%
LOWER VALLEY TOTALS		53.6				6.3%
UPPER HIDDEN VALLEY						
MID-VALLEY						
S-20	SPF - CLUSTER	12.33	7.9	98	81	
SUBTOTAL RESIDENTIAL		12.33	7.9	98		1.6%
S-9	NATIVE OPEN SPACE (Partial)	6.9				
S-25	NATIVE OPEN SPACE	7.50				
S-27	NATIVE OPEN SPACE	66.58				
SUBTOTAL PARKS & OPEN SPACE		66.78				7.3%
MID-VALLEY TOTALS		73.11	1.3	98		6.7%

UPPER HIDDEN VALLEY TOTALS						MID-VALLEY TOTALS			73.11	1.3	98	0.7%
U1	SFD - CLUSTER		17.4	7.9	138 III							
U2	MULTIFAMILY		7.8	13.8	107 IV							
U3	SFD - CLUSTER		10	6.1	6 III							
U4	SFD - CLUSTER		8.6	7.4	50 III							
U6	MIXED USE		7.2	10.8	100 IV							
U7	SFD - CLUSTER		10.3	7.2	74 III							
U8	SFA - CLUSTER		21.8	7.8	248 III							
U10	SFA - TOWNHOMES		21.5	10.9	235 III							
U11	SFA - PATIO HOMES		14.2	8.9	127 III							
U12	MULTIFAMILY		4.5	10.5	61 IV							
U14	SFD-CLUSTER		12.2	7.1	87 III							
U15	SFD		23.5	2.0	47 II							
U16	SFD (CHURCH)		4.5	4.0	15 III							
U17	SFD		28.1	3.8	108 II							
U18	SFD		54.0	2.0	108 III							
U19	SFD		8.4	3.8	30 II							
U20	SFD - CLUSTER (SCHOOL)		8.3	8.0	66 III							
U21	SFD		12.8	4.0	51 III							
U23	SFA - CLUSTER (CHURCH)		4.0	8.0	32 III							
U24	SFA - CLUSTER		7.6	7.9	60 III							
U28	SFD		33.2	2.0	66 III							
U29	SFD		11.5	3.5	40 II							
U28	SFD		42.4	3.5	148 III							
U30	SFD		30.7	8.0	154 II							
U32	SFD		38.3	3.0	109 II							
U33	SFD		9.7	4.0	39 I							
U37	SFP - CLUSTER		13.8	8.0	110 III							
U38	SFA - TOWNHOMES		13.8	12.1	160 III							
U40	SFA - TOWNHOMES		18.6	12.1	200 III							
U42	SFD		12.8	4.0	51 III							
U46	SFA - TOWNHOMES		13.6	10.5	144 III							
U47	SFA - TOWNHOMES (CHURCH)		4.8	12.0	58 III							
SUBTOTAL RESIDENTIAL			625.1	5.8	8,039							62.7%
U45	NEIGHBORHOOD COMMERCIAL		4.0		40,000 SF							
SUBTOTAL COMMERCIAL			4.0									0.5%
U1	PARK		1.1		3.5							
U2	PARK		1.8									
U5	NATIVE OPEN SPACE		78.4									
U9	PARK		2.0									
U13	NATIVE OPEN SPACE		28.6									
U22	PARK		4.4									
U25	NATIVE OPEN SPACE		20.6									
U28	PARK		5.0									
U31	PARK		11.6									
U33	NATIVE OPEN SPACE		5.1									
U34	PARK		2.2									
U36	NATIVE OPEN SPACE		2.8									
U39	PARK		6.4									
U41	PARK		0.9									
U43	NATIVE OPEN SPACE		7.4									
U49	NATIVE OPEN SPACE		4.1									
SUBTOTAL PARKS & OPEN SPACE			182.6									21.8

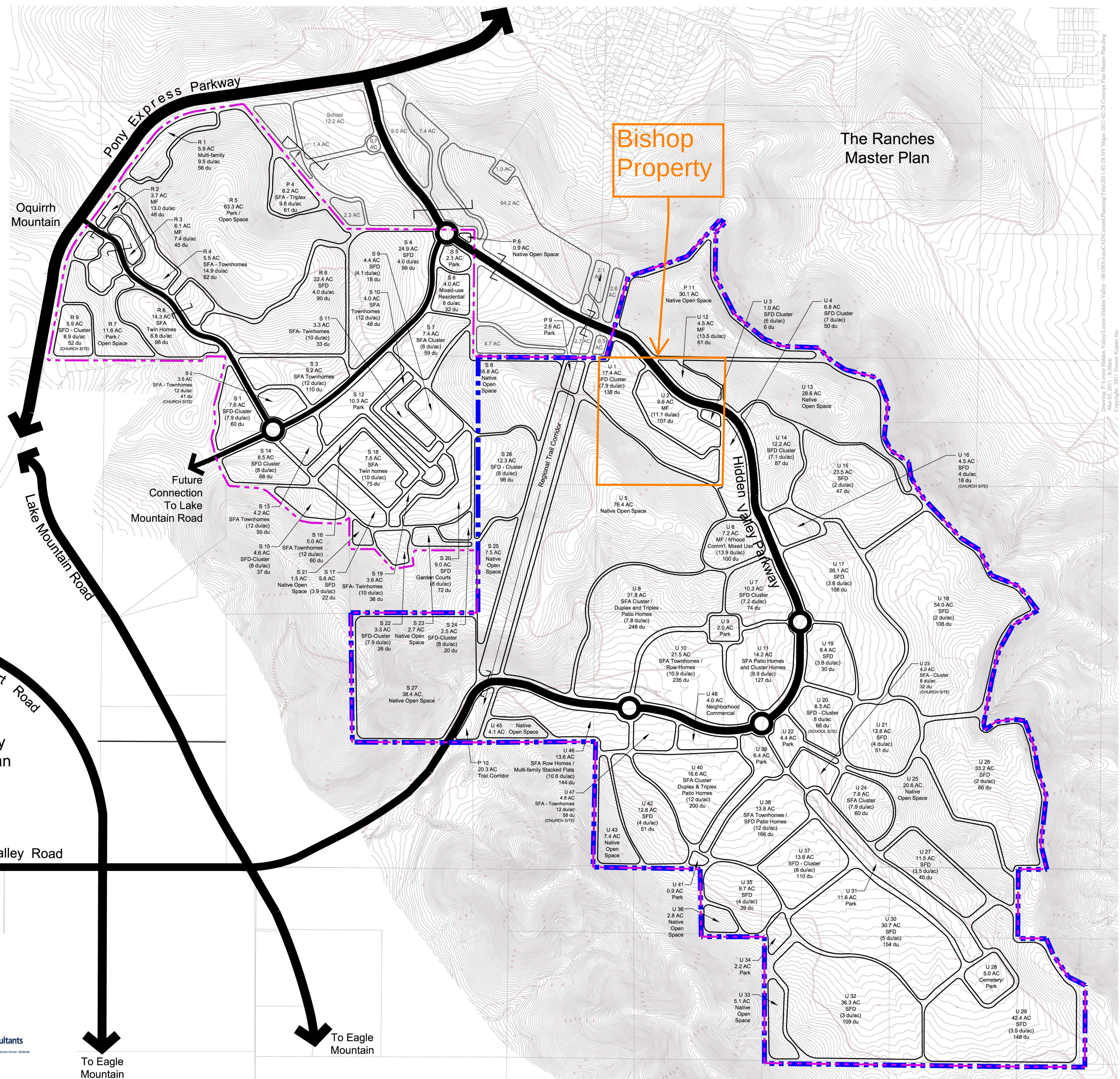
HIDDEN VALLEY COMBINED DATA					
TOTAL COMMERCIAL		4.0			0.5%
IND	TRADITIONAL CLUSTER	367.8	3.1	969.9	
	TOTAL SINGLE FAMILY	52.1	6.9	563.3	
	TOWNHOMES	989.9	3.9	1,502.8	45.5%
	TRIFLEX	70.4	11.4	603.1	
SFA	TOWN HOMES	-	-	-	
	CLUSTER	43.4	7.1	308.0	
SF	RATIO	14.2	0.8	127.0	
	TOTAL SFA	126.0	9.7	1,238.1	15.3%
MF	MIXED USE	7.2	1.8	100.0	
	MULTI-FAMILY	12.3	13.2	158.0	
TOTAL	TOTAL MF	19.5	3.7	258.0	3.3%
	TOTAL RESIDENTIAL	1,001.1	33.2	1,405.1	17.8%
TOTAL RESIDENTIAL		517.4	6.7	3,038.7	64.1%
TOTAL PARKS		40.3	-	-	4.8%
TOTAL TRAIL CORRIDOR		20.3	-	-	2.4%
TOTAL NATIVE OPEN SPACE		216.7	-	-	28.1%
TOTAL		637.8	6.6	3,038.7	100%
Additional Information					
Additional Residential Types					
TIER I		-	-	-	
TIER II		367.8	3.1		
TIER III		210.1			
TIER III-IV		19.5			
TIER III-IV		226.6			
Other Improved Open Space (acres included in categories above)					
TOTALS	Fire Station	1.0	1.0		
	Regional Trails (utility corridor area)	2.6	8.964	LF (12' wide)	
	Community Trails (additional 25%)	12.4	87.597	LF (8' wide)	
	Trail - Open Space Open Space	15.8			
Other Open Space (acres included in category above)					
Schools L201		8.3			
Churches U16, L23, U47		13.2			
Total Other Open Space		21.4			
TOTAL OTHER OPEN SPACES		37.5			
HIDDEN VALLEY TOTALS*		637.8	6.7	3,137	100%

 Hidden Valley Master Development Plan Boundary
 Upper Hidden Valley Development Boundary

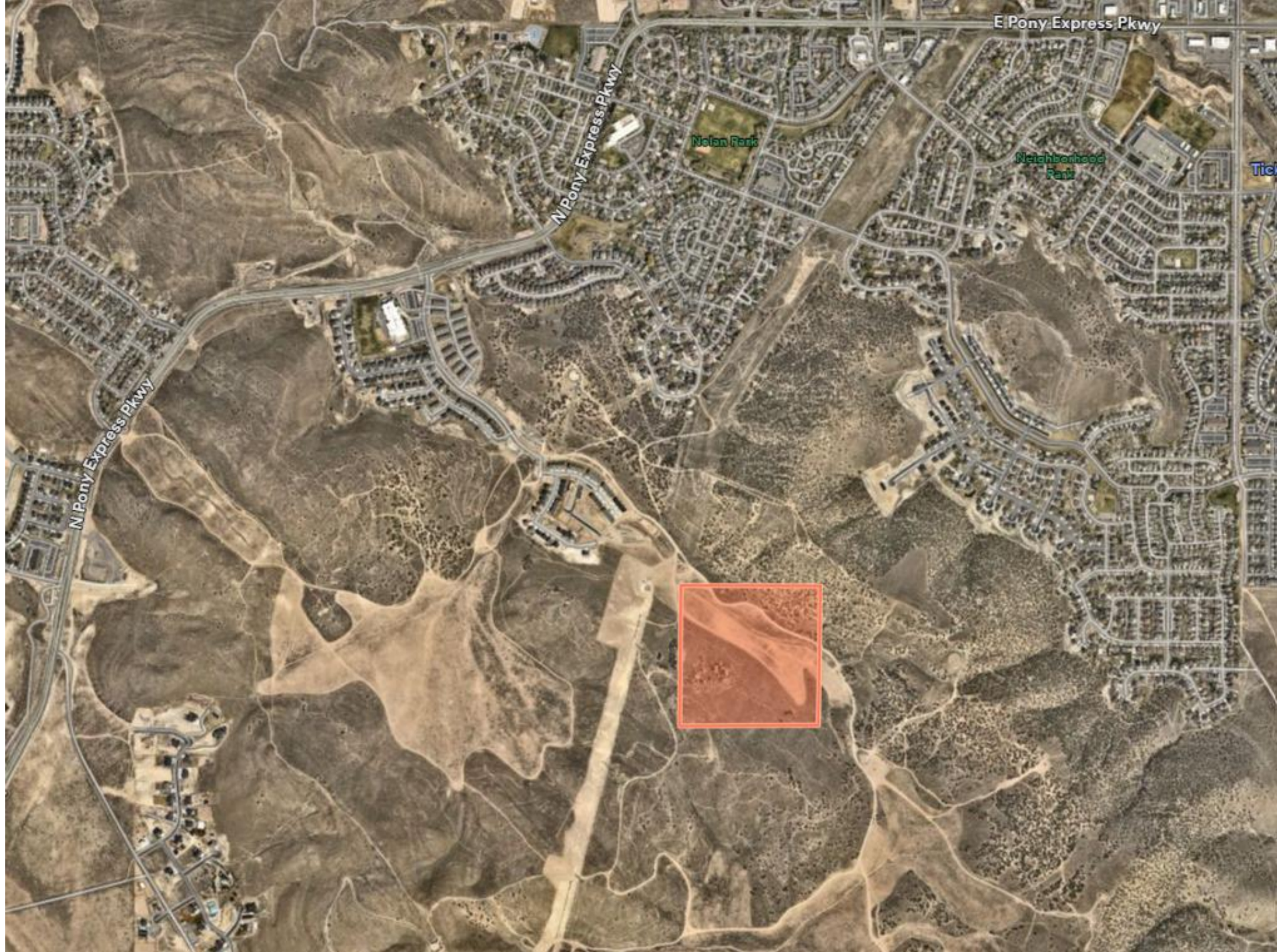


Eagle Mountain City, Utah
February 28, 2011

Stanley Consultants
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide



Drawing: P:\Lower Hidden Valley\Lower Hidden Valley - 061083\AutoCAD\Current\Planning\Title\2011-02-28 HV Maps\ 2011-02-28 Concept Plan Master Plan.dwg
Mar 03, 2011 - 8:30am







**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	DISCUSSION - Legislative Priorities List for Eagle Mountain City (<i>anticipated time 20 minutes</i>)
ITEM TYPE:	Presentation
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

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

PUBLIC HEARING

No

PREPARED BY

John Magness, Policy and
Management Analyst

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends that the City Council review and provide direction on proposed modifications to the management of the Legislative Priorities List. Specifically, Council feedback is requested on:

- Clarifying what types of items are eligible for inclusion on the Legislative Priorities List versus those that should be managed administratively by the City Manager or contained in the Strategic Plan.
- Refining processes for staff–Council interaction to ensure information is provided in a timely manner and in a format that supports effective decision-making.
- Establishing a framework for Council to rank priorities based on anticipated costs, impacts, and alignment with long-term goals.

Following Council input, staff will prepare final recommended modifications for future Council consideration.

BACKGROUND:

Staff desires to present to City Council some proposed modifications regarding how the Legislative Priorities List is managed. Following feedback from City Council and staff, the proposed modifications would aim to clarify what items are eligible to be placed on the Legislative Priorities List, what items should be managed by the City Manager, and what items should be contained in the Strategic Plan.

Further, proposed modifications to processes would clarify interactions between staff and the Council, provide better information to Council in a timeline that is better for decision-making, and aid the Council in ranking priorities based on expected costs, impacts, and so forth.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Presentation
2. MEMO - John Magness

Eagle Mountain City Council's Legislative Priorities



Cleanup and Enhance Current List

We want to provide the best possible information to the Council to help them achieve priorities that are in line with the Council's goals and objectives. By giving the Council all the relative data: financial, time, and opportunity costs we believe that staff will be better able to serve the Council and the residents of Eagle Mountain. We believe that the new process as outlined will create more accountability, timely responses to the Council, and help guide budget decisions so they align with the Council's priorities.



Cleanup and Enhance Current List

1. Add numerical rankings

- a) Send the current list to council and have them individually add a numerical ranking from 1 to 5 with 5 being the highest priority.
- b) This will be broken down by department.
- c) This will help staff refine the Council's Priorities.



Cleanup and Enhance Current List

2. Add Cost and Impact Information

- a) Have each department prepare a memo regarding each of the Council's Priorities regarding cost. This will include:
 - i. Financial / Budget cost.
 - ii. Time to complete.
 - iii. New FTE's or Contract for Services.
 - iv. Impact to other priorities or projects.
- b) If the Council requires more information or discussion bring the item to a work meeting for a presentation by the department.
- c) If the department needs any clarification or direction bring the item to a work meeting to get direction from the Council.



Cleanup and Enhance Current List

3. Items taking longer than 12 months would be brought to the Council for consideration to be moved to the Strategic Plan or the 5-year Capital Improvement Plan.
4. Establish what qualifies for the Legislative Priority List. What is the minimum threshold for an item to be put on the Council's Legislative Priority List?
 - a) Information only.
 - b) Day-to-day operations



Process for Ongoing Updates

1. Frequency of Legislative Priorities Updates.

Currently, the list is sent out to department every two weeks for an update. The updated information is then added to the master list and provided to the Council at every Council meeting. We are proposing the following changes:

- a) Break down list by department and have each department provide a presentation at work meetings to update the council.
 - i. This will let the Councils ask questions.
 - ii. Enable staff to ask for any clarification or direction if needed.
- b) Ensure that all items are covered no less than every 60 days.
- c) Provide Council with access to the Priority List.



Process for Ongoing Updates

2. Provide the Council with an update to the Strategic Plan once a quarter.
 - a) This would include performance measures tied to the Strategic Plan.
 - b) Provide the Council with an opportunity to discuss the progress of items.
 - c) Provide Staff an opportunity to ask for clarification or direction if needed.



Process for Adding Future Items to the Council's Legislative Priority List.

Create a two-meeting process for items to be added to the list.

First meeting

1. Council would propose an item to be added to the list.
2. Council would vote to tentatively add the item to the list.
3. Prior to the second meeting the item would be sent to the Council Members individually for a numerical score.

Second meeting

1. Staff would make a presentation to the council regarding the following:
 - i. Financial / Budget cost.
 - ii. Time to complete.
 - iii. New FTE's or Contract for Services.
 - iv. Impact to other priorities or projects.



Process for Adding Future Items to the Council's Legislative Priority List.

2. Council would be informed of the priority numerical score for the item.
3. Council would have the opportunity to discuss the item with staff.
4. Provide Staff an opportunity to ask for clarification or direction if needed.
5. Council then would take a vote to:
 - a) Add the item to the Priority list.
 - b) Reject the item.
 - c) Ask for more information
 - d) Send it to the Strategic Plan, 5-year Capital Improvement Plan, or City Manager
6. Any item added to the list will follow the regular update process.



Questions or Comments





MEMORANDUM

DATE: June 3, 2025

TO: Mayor and City Council

FROM: John Magness,

RE: Proposed Changes to Legislative Priorities Process

Currently the Council adds priorities at either the work meeting or the regular meeting, with a simple majority vote. The issue is added to the priority list then assigned to a department for them to work on the issue. Every two weeks I send out the Priority List to the departments for them to provide an update that is then added to the list and put on the agenda for the Council's review. The issue we have is that staff is not sure how this should work with the Strategic Plan and other long-term projects.

What I would like to do is help streamline and refine the list, so it works with the Strategic Plan and gives the Council more information regarding each of their priorities. To achieve this, I am proposing the following:

Cleanup and Enhance Current List

- **Add Ranking:** Send the current list to each councilmember with a column for them to assign a priority by using numerical number (Likert Scale) from 1 through 5 with 5 being the highest priority. This will help us refine the priorities of the Council.
- **Add Cost and Impact Information:** I would ask the departments to prepare either a memo or presentation regarding the cost in terms of time, FTE's, budget, and workload (what would have to move back to place the item into the workflow).
- **Add Items Already Requested:** Any new items added to the list would be brought back to the Council within thirty days for a discussion regarding the

cost in terms of time, FTE's, budget, and workload (what would have to move back to place the item into the workflow).

- **Establish What Qualifies for Legislative Priorities List:**
 - Create a minimum threshold of what could be considered as a council priority so that if there is anything minor such as an information request, or it's something to do with day-to-day operations, it all goes to the City Manager instead of this list.
 - Any item taking longer than 12 months to complete would need to be moved from the Legislative Priorities List to be reviewed as an addition to the Strategic Plan.

Modify Process for Ongoing List Management

- **Frequency of Legislative Priorities Updates:** Instead of giving the Council an update to all the items on the Legislative Priorities list every Council Meeting I would provide a comprehensive update on several items by department, at a time, ensuring that all items are covered no less than once every 60 days.
- **Priority List:** Keep maintaining the priority list and provide that to the Council for their review at every Council Meeting.
- **Regular Strategic Plan Updates:** I would propose that we provide the Council with an update to the Strategic Plan once every quarter. We would work to include performance measures tied to the Strategic Goals, not merely a done/not done acknowledgement of objectives/actions.

Modify Process for Adding Items to Legislative Priorities List

- **Three-Meeting Process:** I would suggest items are proposed in one meeting but not approved for the list in that same meeting.
 - First Meeting: A Councilmember would propose an item for consideration; the Council would vote to either move the item to the next step or not. Items proposed are reviewed by staff prior to the following Council meeting to provide information on time to complete, cost, labor, etc. This is meant to better inform Council on how the item could impact operations or the ability to complete other priorities.
 - Second Meeting: Staff will make a presentation regarding the cost in terms of time, FTE's, budget, and workload. After that meeting Council would be asked to numerical rank the proposed item individually.

- Third Meeting: Scores are compiled and presented to Council for final combined discussion on the ranking. Council would then vote to add the item to the list, reject the item, add it to another list, or direct the City Manager or the Legislative and Strategic Services Director to handle the item.

We want to provide the best possible information to the Council to help them achieve priorities that are in line with the Council's goals and objectives. By giving the Council all the relative data: financial, time, and opportunity costs we believe that staff will be better able to serve the Council and the residents of Eagle Mountain. We believe that the new process as outlined will create more accountability, timely responses to the Council, and help guide budget decisions so they align with the Council's priorities.



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

ENGINEERING

Tuesday, September 16, 2025

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

SUBJECT: **Antelope Meadows phase 'B' plat 6 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
Antelope Meadows ph "B" plat 6 Bond

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

1st Bond Release	
Original Bond Amount:	\$ 484,237.38
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 440,215.80
Amount Remaining in Bond :	\$ 44,021.58

Bond Releases Summary	
#1	\$ 440,215.80
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 440,215.80

9/16/2025

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.									
a	SWPPP	1	LS	\$5,000.00	\$5,000.00	0	1	100%	\$5,000.00	\$5,000.00
2	ROADWAY IMPROVEMENTS									
a	3-inch Surface Course	36594	SF	\$1.75	\$64,039.50	0	36594	100%	\$64,039.50	\$64,039.50
b	6-inch Road base (also behind curb)	44924	SF	\$0.55	\$24,708.20	0	44924	100%	\$24,708.20	\$24,708.20
c	9-inch sub-base(e-fill)9behind curb)	44924	SF	\$0.90	\$40,431.60	0	44924	100%	\$40,431.60	\$40,431.60
d	30" curb & gutter	2380	LF	\$17.50	\$41,650.00	0	2380	100%	\$41,650.00	\$41,650.00
e	Sidewalk	2393	LF	\$22.50	\$53,842.50	0	2393	100%	\$53,842.50	\$53,842.50
f	Street/stop signs	2	EA	\$750.00	\$1,500.00	0	2	100%	\$1,500.00	\$1,500.00
g	ADA access ramps for trail	2	EA	\$800.00	\$1,600.00	0	2	100%	\$1,600.00	\$1,600.00
h	Streetlights	3	EA	\$6,000.00	\$18,000.00	0	3	100%	\$18,000.00	\$18,000.00
3	CULINARY WATER									
a	8" culinary water c-900	1208	LF	\$30.00	\$36,240.00	0	1208	100%	\$36,240.00	\$36,240.00
b	8" gate valve	3	EA	\$1,500.00	\$4,500.00	0	3	100%	\$4,500.00	\$4,500.00
c	8" tee	1	EA	\$800.00	\$800.00	0	1	100%	\$800.00	\$800.00
d	Fire Hydrant	2	EA	\$3,800.00	\$7,600.00	0	2	100%	\$7,600.00	\$7,600.00
e	3/4" water service	24	EA	\$1,200.00	\$28,800.00	0	24	100%	\$28,800.00	\$28,800.00
f	Connect to existing	3	EA	\$2,500.00	\$7,500.00	0	3	100%	\$7,500.00	\$7,500.00
g	Air vac	1	EA	\$1,500.00	\$1,500.00	0	1	100%	\$1,500.00	\$1,500.00
h	8" 45 deg bend	2	EA	\$600.00	\$1,200.00	0	2	100%	\$1,200.00	\$1,200.00
4	STORM DRAIN									
a	15" storm drainpipe	417	LF	\$36.00	\$15,012.00	0	417	100%	\$15,012.00	\$15,012.00
b	SD catch basin	2	EA	\$2,400.00	\$4,800.00	0	2	100%	\$4,800.00	\$4,800.00
c	3x6 combo box	2	EA	\$3,000.00	\$6,000.00	0	2	100%	\$6,000.00	\$6,000.00
d	Connect to existing	2	EA	\$2,500.00	\$5,000.00	0	2	100%	\$5,000.00	\$5,000.00
e	60" manhole	1	EA	\$4,200.00	\$4,200.00	0	1	100%	\$4,200.00	\$4,200.00
5	SEWER									
a	8" Sewer pipe	776	LF	\$29.50	\$22,892.00	0	776	100%	\$22,892.00	\$22,892.00
b	4" sewer laterals	22	EA	\$1,200.00	\$26,400.00	0	22	100%	\$26,400.00	\$26,400.00
c	48" sewer manholes	3	EA	\$4,000.00	\$12,000.00	0	3	100%	\$12,000.00	\$12,000.00
d	Connect to existing	2	EA	\$2,500.00	\$5,000.00	0	2	100%	\$5,000.00	\$5,000.00
TOTAL CONSTRUCTION COST					\$440,215.80					
10% Bond Coverage					\$44,021.58					
TOTAL BOND AMOUNT:						Released this Period			\$440,215.80	

Vince Haggge, P.E.
Engineering Director

9-16-2025
Date

Robert Ballif
Engineering Tech. II

9/16/25
Date



DATE: Tuesday, September 16, 2025
FROM: Robert Ballif Engineering Tech. II
SUBJECT: **Antelope Meadows phase "B" plat 6 walk through-Updated**

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

Robert Ballif – 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. ~~AutoCAD as build drawings.~~
3. ~~Crack seal phase lines.~~
4. Check the manhole collars at exit, cracks.

Fisher Lane:

1. Section of sidewalk & curb to check at exit.
2. ~~Remove the concrete from the snake pit cover.~~

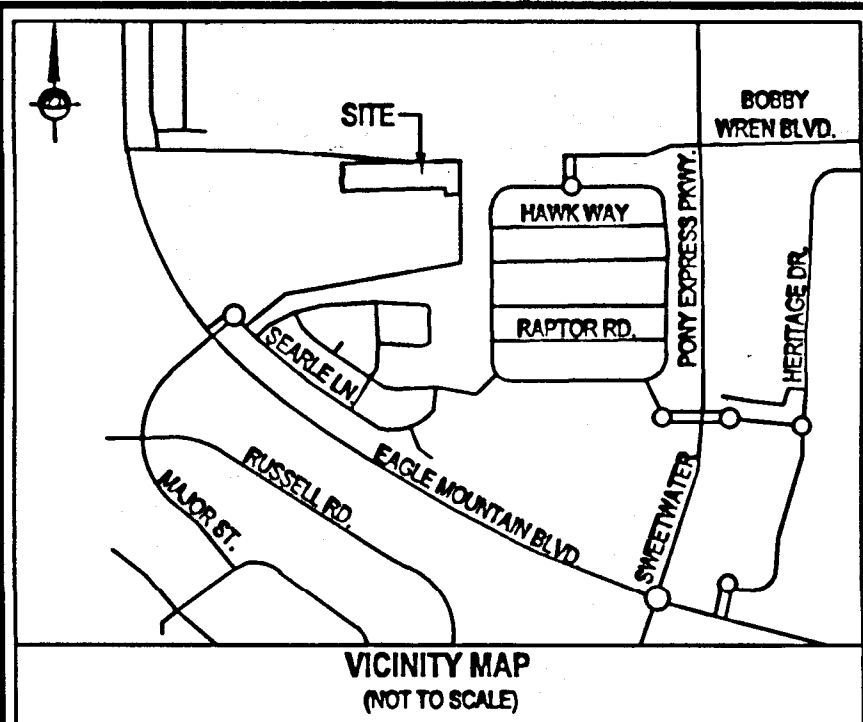
Antelope Dr.:

1. ~~Remove the concrete from the snake pit covers.~~
2. ~~Intersection of Fisher storm drain manhole add step.~~
3. ~~Lot #616 & 617 turn air vac ball valve on and add 3 steps.~~

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.

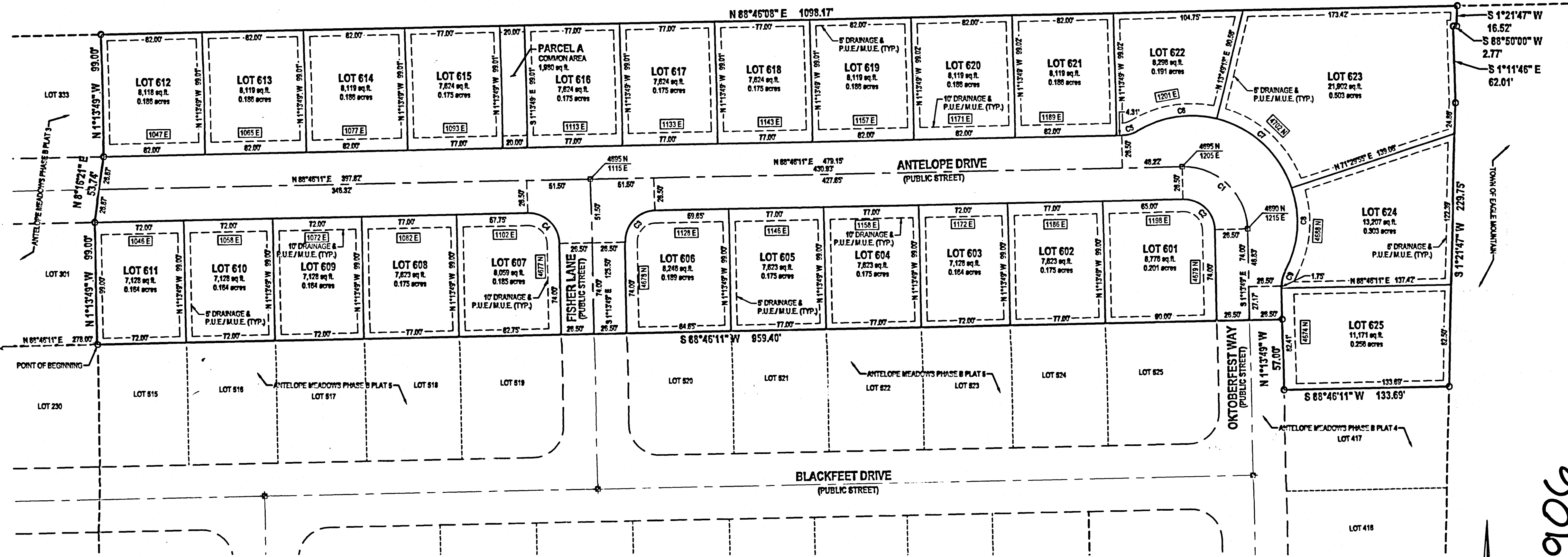
ANTELOPE MEADOWS PHASE B PLAT 6

LOCATED IN THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN,
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



NORTHWEST CORNER
SECTION 12,
T6S, R2W, E18M
(FOUND 3" BRASS CAP)

STATE OF UTAH
95-044-2153



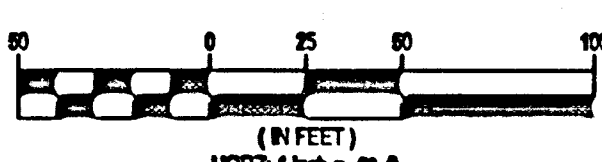
LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET ENSIGN REBAR AND CAP
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	61.57	80.97	90°00'00"	N48°13'49"W	72.83
C2	25.00	93.27	90°00'00"	N48°13'49"W	35.36
C3	25.00	93.27	90°00'00"	S43°46'11"W	35.36
C4	25.00	93.27	90°00'00"	N48°13'49"W	35.36
C5	25.00	12.85	89°40'39"	N73°35'42"E	12.81
C6	85.57	88.75	44°44'01"	S81°27'13"W	65.07
C7	85.57	88.07	67°40'42"	N47°20'26"W	82.48
C8	85.57	89.28	48°25'35"	N4°42'43"E	67.40
C9	25.00	12.72	29°09'19"	S13°20'51"W	12.58

HORIZONTAL GRAPHIC SCALE



WEST QUARTER CORNER
SECTION 12,
T6S, R2W, E18M
(FOUND 3" BRASS CAP)

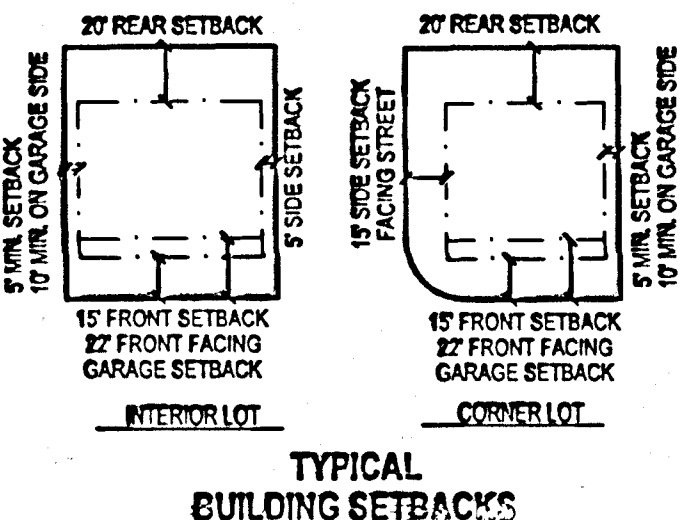
N 86°57'27" E 643.92

EAST QUARTER CORNER
SECTION 12,
T6S, R2W, E18M
(FOUND 3" BRASS CAP)

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.6279
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.487.1999
TROYER
Phone: 435.442.3980
BENNETT CITY
Phone: 435.882.1453
HARRIS
Phone: 435.882.1453

SHEET 1 OF 1
PROJECT NUMBER: 1078A
MANAGER: QEE
DRAWN BY: BJA
CHECKED BY: PMH
DATE: 8/25



BUILDING SETBACKS
FRONT YARD: 15'
GARAGE: 22'
REAR YARD: 20'
SIDE YARD: 15' TOTAL (5' MIN. 10' MIN ON GARAGE SIDE)
CORNER LOT: 15'

ALL FRONT FACING GARAGES MUST BE 22' FROM
PROPERTY LINE

NOTES:
1. IF REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS,
NAIL OR LEAD PLUG TO BE SET IN THE TOP BACK OF CURB
AT THE EXTENSION OF THE SIDE LOT LINES.
2. PURSUANT TO CODE 10-8A-800 THE OWNERS HEREBY
CONVEYS THE COMMON AREA PARCEL A TO THE ANTELOPE
MEADOWS HOME OWNERS ASSOCIATION, 12896 SOUTH
PONY EXPRESS RD #400, DRAPER, UTAH 84020, TO BE
OWNED AND MAINTAINED BY SAID HOA.

DEVELOPER
FIELDSTONE HOMES
12896 PONY EXPRESS RD #400
DRAPER, UTAH 84020

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

Minnie Gilford 8/5/2025
DIRECT COMMUNICATIONS DATE

APPROVED THIS 1st DAY OF August A.D. 2025
BY *Wendell KOD* TITLE *SEALED*
BY *Brend Field* TITLE *SEALED*

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. § 10-8A-803 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF-WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 2A, DAMAGE TO UNDERGROUND UTILITY
FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

APPROVED BY *Wendell KOD* DATE *Aug 5, 2025*

SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold
License No. 26882, in accordance with Title 58, Chapter 22, of the Utah State Code. I further certify that by authority of the
Owner(s), that I have completed a survey of the property described on this plat in accordance with Section 17-23-17, or said code, and
have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be, correctly surveyed, stated and
monumented on the ground as shown on this plat, and that this plat is true and correct.

BOUNDARY DESCRIPTION
Beginning at the Southeast Corner of Antelope Meadows Phase B Plat 3, said point being North 02°17'03" East 1,255.06 feet and North
88°46'11" East 278.00 feet from the West Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian;
and running
thence along the Eastern line of said Antelope Meadows Phase B Plat 3 the following three (3) courses:
(1) North 01°13'49" West 89.00 feet;
(2) North 08°16'21" East 53.74 feet;
(3) North 01°13'49" West 89.00 feet;
thence North 68°46'08" East 1,098.17 feet;
thence South 01°21'47" West 16.52 feet;
thence South 68°50'07" West 2.77 feet;
thence South 01°11'46" East 62.01 feet;
thence South 01°13'49" West 220.75 feet;
thence South 88°46'11" West 133.69 feet;
thence North 01°13'49" West 67.00 feet;
thence South 88°46'11" West 959.40 feet to the point of beginning.

Contains 282,950 Square Feet or 6.496 Acres and 25 Lots and 1 Parcel

Aug. 4, 2025
DATE

Patrick M. Harris
PATRICK M. HARRIS
P.L.S. 26882

OWNER'S DEDICATION
WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS
CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PAROS,
OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER
THE PROVISIONS OF 10-8A-807, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN
CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS
PUBLIC OPEN SPACES, PAROS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH
TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND
EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 18th DAY OF August A.D. 2025
Brend Woodard AD 20 25
NAME: *Brend Woodard*, Assistant Secretary, *Fieldstone Antelope Meadows, LLC*
COMPANY: *Fieldstone Antelope Meadows, LLC*
LIMITED LIABILITY ACKNOWLEDGMENT: *Home Owner Association, 12896 S. Pony Express Rd, Draper, UT 84020*

STATE OF UTAH
COUNTY OF Salt Lake) s.s.
ON THE 18th DAY OF August A.D. 2025, *Brend Woodard* PERSONALLY APPEARED BEFORE ME,
THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF UTAH, WHO AFTER BEING DULY SWORN,
ACKNOWLEDGED TO ME THAT HE/SHE IS THE Assistant Secretary of *Fieldstone Antelope Meadows, LLC*,
A LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID
LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY
EXECUTED THE SAME.

Mindy Danne
NOTARY PUBLIC
RESIDING IN Salt Lake County
MY COMMISSION EXPIRES: Jan 19, 2029
NAME: *Mindy Danne*
NO. 146924
A NOTARY PUBLIC COMMISSION IN UTAH

APPROVAL BY LEGISLATIVE BODY
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS
THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES
FOR THE PERPETUAL USE OF THE PUBLIC THIS 24th DAY OF September A.D. 2025

APPROVED BY MAYOR *Tom Peterson* APPROVED BY CITY ATTORNEY *Paul Olson*
APPROVED *Vince Hays* ATTEST: *Jill Olson*
CITY ENGINEER (SEE SEAL BELOW) CLERK - RECORDER (SEE SEAL BELOW)

**ANTELOPE MEADOWS
PHASE B PLAT 6**
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL: *Patrick M. Harris*
CITY ENGINEER SEAL: *Vince Hays*
COUNTY RECORDER SEAL: *Paul Olson*



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

ENGINEERING

Monday, September 15, 2025

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

SUBJECT: **Firefly NPA 8 phase 'A' plat 1 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
Firefly NPA 8 ph "A" plat 1 Bond
Reduced

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

2nd Bond Release	
Original Bond Amount:	\$ 1,313,905.58
Previous Release Amount:	\$ 886,469.05
Amount to Release this Period:	\$ 279,006.61
Amount Remaining in Bond :	\$ 148,429.92

Bond Releases Summary	
#1	\$ 886,469.05
#2	\$ 279,006.61
#3	\$ -
#4	\$ -
TOTAL	\$ 1,165,475.66

9/15/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS										
a	3-inch Surface Course	83218	83218	SF	\$1.90	\$158,114.20	74,896	8321.8	100%	\$15,811.42	\$158,114.20
b	6-inch Road base(also behind curb)	83218	83218	SF	\$0.85	\$70,735.30	74,896	8321.8	100%	\$7,073.53	\$70,735.30
c	9-inch sub-base(e-fill)9behind curb)	83218	8321.8	SF	\$0.95	\$7,905.71	0	83218	90%	\$7,905.71	\$7,905.71
d	30" curb & gutter	3994	3994	LF	\$30.00	\$119,820.00	3,595	399.4	100%	\$11,982.00	\$119,820.00
e	Road base under curb	13979	13979	SF	\$0.85	\$11,882.15	12,581	1397.9	100%	\$1,188.22	\$11,882.15
f	Sub-base under curb	13979	13979	EA	\$0.95	\$13,280.05	12,581	1397.9	100%	\$1,328.01	\$13,280.05
g	5' Sidewalk	3020	3020	LF	\$35.00	\$105,700.00	0	3020	100%	\$105,700.00	\$105,700.00
h	Road base under sidewalk	18120	18120	SF	\$0.95	\$17,214.00	0	18120	100%	\$17,214.00	\$17,214.00
i	ADA access ramps	12	12	EA	\$1,800.00	\$21,600.00	0	12	100%	\$21,600.00	\$21,600.00
j	All weather roads	7511	7511	SF	\$0.85	\$6,384.35	0	7511	100%	\$6,384.35	\$6,384.35
k	Street/stop signs	23	23	EA	\$250.00	\$5,750.00	0	23	100%	\$5,750.00	\$5,750.00
2	CULINARY WATER										
a	8" culinary water c-900 & fittings	2350	2350	LF	\$40.00	\$94,000.00	2,350	0	100%	\$0.00	\$94,000.00
b	12" culinary water c-900 & fittings	52	52	LF	\$55.00	\$2,860.00	52	0	100%	\$0.00	\$2,860.00
c	8" gate valve	21	21	EA	\$2,500.00	\$52,500.00	21	0	100%	\$0.00	\$52,500.00
d	Fire Hydrant	7	7	EA	\$5,500.00	\$38,500.00	7	0	100%	\$0.00	\$38,500.00
e	3/4" water service	22	22	EA	\$1,750.00	\$38,500.00	22	0	100%	\$0.00	\$38,500.00
f	1" landscape lateral	2	2	EA	\$1,500.00	\$3,000.00	2	0	100%	\$0.00	\$3,000.00
g	Imported trench fill	854	854	TON	\$14.50	\$12,383.00	854	0	100%	\$0.00	\$12,383.00
3	STORM DRAIN										
a	12" storm drainpipe	322	161	LF	\$45.00	\$7,245.00	258	64.4	80%	\$1,449.00	\$7,245.00
b	15" storm drainpipe	1883	941.5	LF	\$55.00	\$51,782.50	1,506	376.6	80%	\$10,356.50	\$51,782.50
c	18" storm drainpipe	231	115.5	LF	\$65.00	\$7,507.50	185	46.2	80%	\$1,501.50	\$7,507.50
d	24" storm drainpipe	291	145.5	LF	\$72.00	\$10,476.00	233	58.2	80%	\$2,095.20	\$10,476.00
e	Combo box	11	5.5	EA	\$3,500.00	\$19,250.00	9	2.2	80%	\$3,850.00	\$19,250.00
f	60" manholes	15	7.5	EA	\$4,000.00	\$30,000.00	12	3	80%	\$6,000.00	\$30,000.00
g	Curb inlet boxes	10	5	EA	\$2,500.00	\$12,500.00	8	2	80%	\$2,500.00	\$12,500.00
h	Imported trench fill	780	390	TON	\$14.50	\$5,655.00	624	156	80%	\$1,131.00	\$5,655.00
4	SEWER										
a	8" Sewer pipe	3324	2326.8	LF	\$40.00	\$93,072.00	2,659	664.8	80%	\$18,614.40	\$93,072.00
b	4" sewer laterals	49	34.3	EA	\$1,200.00	\$41,160.00	39	9.8	80%	\$8,232.00	\$41,160.00
c	48" sewer manholes	9	6.3	EA	\$3,500.00	\$22,050.00	7	1.8	80%	\$4,410.00	\$22,050.00
d	60" sewer manholes	16	11.2	EA	\$4,000.00	\$44,800.00	13	3.2	80%	\$8,960.00	\$44,800.00
e	Imported trench fill	3926	2748.2	TON	\$14.50	\$39,848.90	3,141	785.2	80%	\$7,969.78	\$39,848.90
TOTAL CONSTRUCTION COST						\$1,165,475.66					
Original 10% Bond Coverage						\$148,429.92					
TOTAL BOND AMOUNT:						\$1,313,905.58	Released this Period			\$279,006.61	

Vince Hogge
Vince Hogge, P.E.
Engineering Director

9-15-2025
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

9/15/25
Date



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

DATE: Monday, September 15, 2025
TO: Chris Cozens
FROM: Robert Ballif – Engineering Assistant
SUBJECT: Firefly NPA 8 phase 'A' plat 1 entering warranty-Updated

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

- ~~1. ACAD as build files.~~
2. All water & PI cans to be checked at time of meter installation, 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 have collar and EM City lid w/2-inch hole.

Firefly Blvd.:

- ~~1. Sampling station at the entrance is low and needs to be raised up and built to spec. needs a pad around it.~~
- ~~2. The south fire hydrant at intersection of Leap Frog to be raised.~~
- ~~3. Storm drain manhole to be cleaned and add step.~~

Wander Ln.:

- ~~1. Fire hydrant at the corner of Firefly Blvd to be raised.~~
- ~~2. Intersection of Firefly Blvd. storm drain manhole clean & add step.~~
- ~~3. Lot #101 the address to be changed to 2224 W.~~
- ~~4. Lot #102 the address to be changed to 2218 W.~~
- ~~5. Lot #103 the address to be 2208 W.~~
- ~~6. Lot #104 the address to be 2198 W.~~
- ~~7. Lot #'s 101 & 102 storm drain manhole add step.~~
- ~~8. Lot #101 section of sidewalk to be ground down, tripping hazard.~~
- ~~9. Intersection of Stardew St. storm drain & sewer add steps. 1 valve lid to be change to water not irrigation.~~
- ~~10. Lot #106 storm drain manhole add step.~~
- ~~11. House #2988 missing a storm drain manhole, collar, clean & add step.~~

Stardew St.:

- ~~1. West side of lot #105 by parking stalls sections of sidewalk to be replaced.~~
- ~~2. East of lot #104 the manhole in middle of the road add step.~~
- ~~3. Intersection of Lupine sewer and storm drain manholes add steps.~~
- ~~4. Remove the plastic off the ADA placard.~~
- ~~5. Street sign to say Stardew St. at the intersection of Wander Ln. & Stardew St.~~

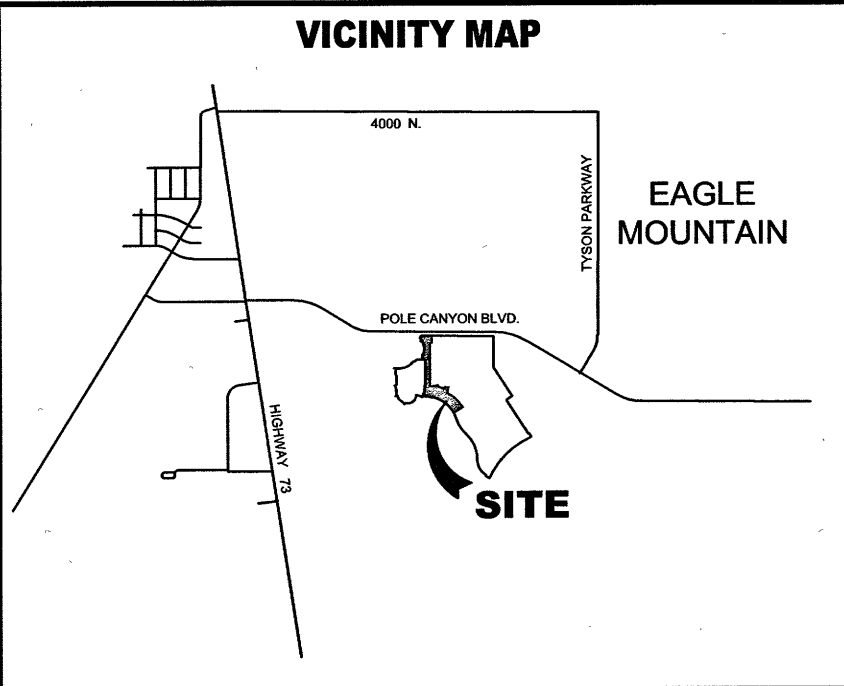
Lupine:

1. ~~Lot #104 sewer manhole clean.~~
2. ~~Intersection of Baneberry Ct. sewer manhole add step, storm drain manhole clean.~~
3. ~~Lot #'s 101 & 102 sewer & storm drain manholes clean & add steps.~~
4. ~~Lot #101 fire hydrant turn towards the road.~~
5. ~~The Baneberry sign does not have Ct. on the sign. Fix sign. Blue sign for private.~~

Baneberry Ct.:

1. ~~Lot #313 sewer manhole add step, storm drain combo clean.~~
2. ~~Intersection of Leap Frog sewer manhole add step.~~
3. ~~Street sign for Baneberry Ct. to be blue. (private rd.).~~

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 the entering warranty release amount.

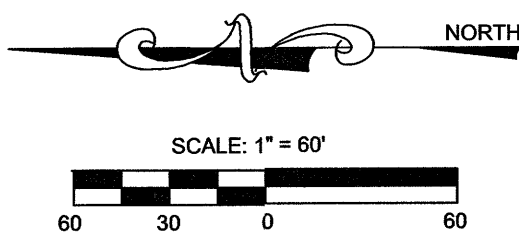


TABULATIONS

TOTAL ACREAGE: 5.08 ACRES
BUILDABLE ACREAGE: 5.08 ACRES
TOTAL ACREAGE IN LOTS: 1.28 ACRES
TOTAL OPEN SPACE: 1.17 ACRES
TOTAL IMPROVED OPEN SPACE: 1.17 ACRES
AVERAGE LOT SIZE: 6,881 SQ.FT.
LARGEST LOT SIZE: 8,831 SQ.FT.
SMALLEST LOT SIZE: 1.57 SQ.FT.
OVERALL DENSITY: 4.57 LOTS/ACRE
TOTAL # OF LOTS: 8

NOTES:

- #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- PARCELS A - D AND PRIVATE ROADS ARE COMMON AREAS AND ARE OWNED AND MAINTAINED BY THE FIREFLY MASTER HOME OWNERS ASSOCIATION.
- ALL COMMON AREAS TO BE PUBLIC UTILITY EASEMENTS AND MUNICIPAL UTILITY & DRAINAGE EASEMENTS.
- 15' WIDE ENTRANCE GATEWAY MONUMENT EASEMENT PER APPROVED COMMUNITY PLAN IN FAVOR OF THE POLE CANYON BASIC LOCAL DISTRICT.



SOUTHEAST CORNER
SECTION 17, T6S, R2W, S.L.B.&M
(FOUND 1958 UTAH COUNTY MONUMENT)

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED N89°30'12"W ALONG THE SECTION LINE 690.26 FEET AND SOUTH 38.19 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE S56°54'14"W 168.81 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 443.95 FEET WITH A RADIUS OF 573.50 FEET THROUGH A CENTRAL ANGLE OF 44°21'10"; CHORD: N55°16'21"W 432.94 FEET; THENCE N77°26'56"W 82.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 21.67 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 82°47'26"; CHORD: S61°09'21"W 19.84 FEET; THENCE S19°45'38"W 4.32 FEET; THENCE N70°02'42"W 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 198.68 FEET WITH A RADIUS OF 570.50 FEET THROUGH A CENTRAL ANGLE OF 19°57'14"; CHORD: N89°58'41"E 167.68 FEET; THENCE N00°00'04"E 425.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 22.33 FEET WITH A RADIUS OF 17.50 FEET THROUGH A CENTRAL ANGLE OF 73°06'18"; CHORD: N36°33'06"W 20.84 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 94.22 FEET WITH A RADIUS OF 52.50 FEET THROUGH A CENTRAL ANGLE OF 102°49'18"; CHORD: N21°41'35"W 82.07 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 198.35 FEET WITH A RADIUS OF 209.00 FEET THROUGH A CENTRAL ANGLE OF 54°22'33"; CHORD: N02°31'48"E 190.99 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 36.79 FEET WITH A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 21°04'47"; CHORD: N14°07'04"W 36.58 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 18.82 FEET WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 21°33'59"; CHORD: N14°21'41"W 18.71 FEET; THENCE N25°08'40"W 1.85 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 38.48 FEET WITH A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 26°58'11"; CHORD: N37°42'48"W 39.17 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 49.00 FEET WITH A RADIUS OF 29.00 FEET THROUGH A CENTRAL ANGLE OF 96°48'49"; CHORD: N01°52'27"W 43.38 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 14.48 FEET WITH A RADIUS OF 18.00 FEET THROUGH A CENTRAL ANGLE OF 46°04'51"; CHORD: N23°29'32"E 14.09 FEET; THENCE N00°27'07"E 6.42 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF POLE CANYON BOULEVARD AS DEFINED ON TYSON SUBDIVISION PLAT, ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, ENTRY NO. 959102019, MAP NO. 16725; THENCE S89°32'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 185.39 FEET; THENCE S00°00'04"W 167.20 FEET; THENCE N89°58'56"W 33.00 FEET; THENCE S00°00'04"W 704.28 FEET; THENCE S79°11'17"E 93.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 25.96 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°10'39"; CHORD: N51°13'24"E 22.84 FEET; THENCE S88°22'48"E 26.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 10.55 FEET WITH A RADIUS OF 493.00 FEET THROUGH A CENTRAL ANGLE OF 03°42'59"; CHORD: S83°28'29"W 10.55 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 20.75 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 79°15'37"; CHORD: S34°18'02"E 19.13 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 54.09 FEET WITH A RADIUS OF 576.00 FEET THROUGH A CENTRAL ANGLE OF 05°22'51"; CHORD: S71°14'25"E 54.07 FEET; THENCE S88°32'59"E 14.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 14.81 FEET WITH A RADIUS OF 137.00 FEET THROUGH A CENTRAL ANGLE OF 06°11'42"; CHORD: S71°38'50"E 14.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.39 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 44°54'04"; CHORD: N82°48'17"E 19.09 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 21.12 FEET WITH A RADIUS OF 370.50 FEET THROUGH A CENTRAL ANGLE OF 03°15'57"; CHORD: N04°23'39"E 21.12 FEET; THENCE S87°14'19"E 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 98.70 FEET WITH A RADIUS OF 429.50 FEET THROUGH A CENTRAL ANGLE OF 13°10'02"; CHORD: S89°20'42"W 98.49 FEET; THENCE S85°48'32"E 65.06 FEET; THENCE S51°58'24"E 55.01 FEET; THENCE S46°57'13"E 75.04 FEET; THENCE S34°21'36"E 38.94 FEET; THENCE S37°55'29"E 48.02 FEET; THENCE S34°21'36"E 38.94 FEET TO THE POINT OF BEGINNING.

CONTAINS: 45.07 ACRES
±221,064 SQ. FT.

December 14, 2023
DATE

SURVEYOR
(See Seal Below)
ENT 84114-2023 NAPA 19045
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 DEC 29 10:15 AM
RECORDED FOR EAGLE MOUNTAIN CITY

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-8A-800(1), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO THE FIREFLY MASTER HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 14034 S 145 E #204 DRAPER, UT. 84020

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 14th DAY OF December, A.D. 2023

Signature of Chad A. Poulsen
CHAD A. POULSEN, L.S.

Signature of Nathan Shippey
NATHAN SHIPPEY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE
ON THE 14th DAY OF December, A.D. 2023, PERSONALLY APPEARED BEFORE ME *Signature of Nathan Shippey*
THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

Signature of Chad A. Poulsen
CHAD A. POULSEN
COMMISSION NUMBER: 123456
MY COMMISSION EXPIRES: 04.06.2026
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE *Signature of Eagle Mountain City Council* OF *Signature of Eagle Mountain City Council*
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 21st DAY OF December, A.D. 2023

Signature of Mayor
APPROVED BY MAYOR
Signature of City Attorney
APPROVED BY CITY ATTORNEY
Signature of Clerk-Recorder
APPROVED BY CLERK-RECORDER
(See Seal Below)

FIREFLY NPA 8 PHASE A PLAT 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60' SHEET 1 OF 1

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL

This form approved by Utah County and the municipalities therein.

LEI #21-0080

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	570.50	19°57'14"	198.68	N9°58'41"E 197.68
C2	17.50	73°06'18"	22.33	N36°33'06"W 20.84
C3	52.50	102°49'18"	94.22	N21°41'35"W 82.07
C4	209.00	54°22'32"	198.35	N2°31'48"E 190.99
C5	100.00	21°04'47"	36.79	N14°07'04"W 36.58
C6	50.00	21°33'59"	18.82	N14°21'41"W 18.71
C7	90.00	25°08'11"	39.48	N37°42'48"W 39.17
C8	29.00	96°48'49"	49.00	N1°52'27"W 43.38
C9	18.00	46°04'51"	14.48	N23°29'32"E 14.09
C10	15.00	99°10'39"	25.96	N51°13'24"E 22.84
C11	163.00	3°42'35"	10.55	S3°28'29"W 10.55
C12	15.00	79°15'37"	20.75	S34°18'02"E 19.13
C13	576.00	5°22'51"	54.09	S71°14'25"E 54.07
C14	137.00	6°11'42"	14.81	S71°38'50"E 14.81
C15	25.00	44°54'04"	19.59	N82°48'17"E 19.09
C16	370.50	3°15'57"	21.12	N4°23'39"E 21.12
C17	429.50	13°10'02"	98.70	S89°20'42"W 98.49
C18	15.00	90°00'00"	23.56	S44°59'58"E 21.21
C19	15.00	90°00'00"	23.56	S45°00'04"W 21.21
C20	630.00	11°37'34"	127.84	N5°49'08"E 127.62

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	15.00	89°05'10"	23.32	S32°54'21"E 21.04
C22	632.50	1°19'19"	14.59	N76°47'17"W 14.59
C23	632.50	3°36'53"	39.90	N74°19'11"W 39.90
C24	632.50	4°04'38"	45.01	N70°28'25"W 45.00
C25	632.50	4°00'21"	44.22	N66°25'56"W 44.21
C26	15.00	88°06'36"	23.07	N71°30'56"E 20.86
C27	370.50	15°40'56"	101.41	N19°37'10"E 101.09
C28	25.00	34°46'09"	15.17	S59°56'00"E 14.94
C29	163.00	8°46'05"	24.94	S72°56'02"E 24.92
C30	550.00	0°41'26"	6.63	S68°53'42"E 6.63
C31	550.00	5°33'02"	53.28	S72°00'56"E 53.26
C32	550.00	4°23'50"	42.21	S76°59'22"E 42.20
C33	429.50	11°56'35"	89.53	N21°54'01"E 89.37
C34	15.00	84°24'56"	22.10	S14°20'09"E 20.15
C35	632.50	4°38'24"	51.22	N54°13'26"W 51.21
C36	632.50	5°53'27"	65.03	N48°57'30"W 65.00
C37	632.50	4°20'57"	48.01	N43°50'19"W 48.00
C38	632.50	6°47'53"	75.04	N38°15'54"W 75.00
C39	632.50	1°46'11"	19.54	N33°58'52"W 19.54
C40	600.00	15°49'08"	165.65	N7°54'38"E 165.13

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	600.00	4°08'06"	43.30	N17°53'15"E 43.29
C42	632.50	23°26'51"	258.84	N44°49'12"W 257.04
C43	632.50	13°01'10"	143.73	N70°56'21"W 143.42
C44	429.50	25°06'38"	188.23	N15°19'00"E 186.73
C45	550.00	10°38'18"	102.12	N73°52'08"W 101.97
C46	400.00	6°13'37"	43.47	N5°52'29"E 43.45
C47	400.00	20°32'37"	143.42	N19°15'37"E 142.65
C48	400.00	26°46'15"	186.89	N16°08'48"E 185.20
C49	150.00	12°27'43"	32.62	S74°46'50"E 32.56
C50	563.00	10°38'18"	104.53	N73°52'08"W 104.38
C51	563.00	2°43'07"	26.71	N77°49'44"W 26.71
C52	563.00	7°55'11"	77.82	N72°30'35"W 77.76
C53	150.00	11°54'38"	31.18	N7°34'31"E 31.13
C54	603.00	44°21'10"	466.78	S55°16'21"E 455.21
C55	603.00	27°22'18"	288.07	N46°46'56"W 285.34
C56	603.00	16°58'51"	178.71	N68°57'30"W 178.06
C57	670.50	3°57'57"	39.49	N17°58'19"E 39.48
C58	670.50	15°59'17"	159.19	N7°59'42"E 158.68
C59	370.50	2°47'24"	18.04	N10°23'09"E 18.04
C60	370.50	2°57'41"	19.15	N7°30'28"E 19.15

LINE TABLE

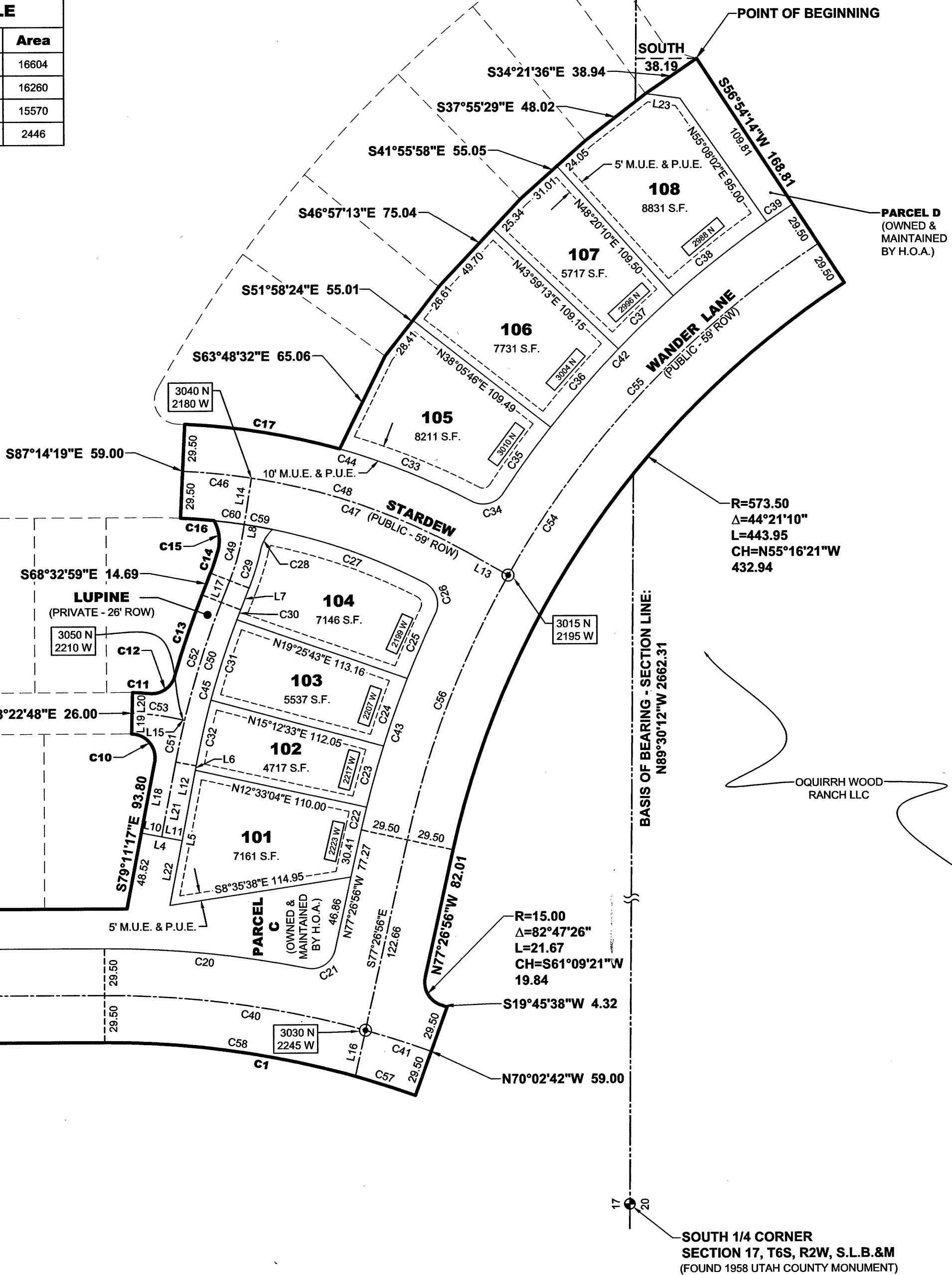
LINE	DIRECTION	LENGTH
L1	N5°30'05"E	20.87
L2	N89°59'56"W	10.00
L3	S89°59'56"E	10.00
L4	S10°48'43"W	26.00
L5	S79°11'17"E	86.50
L6	S79°11'17"E	2.84
L7	S68°32'59"E	14.69
L8	S81°00'42"E	3.88
L9	S89°59'56"E	29.50
L10	S10°48'43"W	13.00
L11	S10°48'43"W	13.00
L12	N79°11'17"W	47.88
L13	N29°31'55"E	30.10
L14	S81°00'42"E	29.50
L15	N13°31'50"E	2.03
L16	S77°26'56"E	29.55
L17	S68°32'59"E	14.69
L18	S79°11'17"E	45.28
L19	N88°22'48"W	13.00
L20	N88°22'48"W	13.00

LINE TABLE

LINE	DIRECTION	LENGTH
L21	S79°11'17"E	47.88
L22	S79°11'17"E	41.46
L23	N7°52'25"E	21.81
L24	N0°00'04"E	15.00
L25	N90°00'00"W	61.00
L26	N0°00'04"E	15.00
L27	N90°00'00"W	61.00

PARCEL AREA TABLE

Parcel #	Area
PARCEL A	16604
PARCEL B	16260
PARCEL C	15570
PARCEL D	2446



19045

POLE CANYON BOULEVARD
(PUBLIC - 152' ROW)

POLE CANYON BOULEVARD
(PUBLIC - 152' ROW)

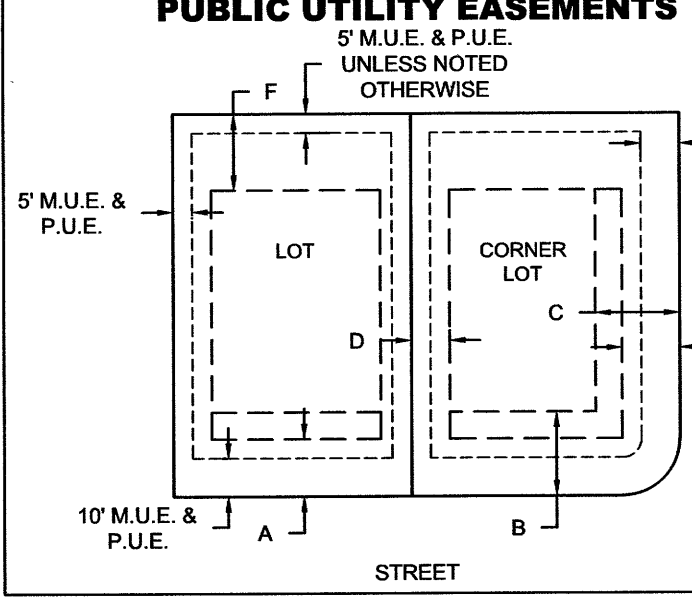
POLE CANYON BOULEVARD
(PUBLIC - 152' ROW)

LEGEND

---	BOUNDARY LINE
---	CENTERLINE
---	EASEMENT LINE
---	FUTURE LOT LINES
---	PROPOSED LOT LINES
○	EXISTING MONUMENT
○	PROPOSED MONUMENT
NA	NO ACCESS

SINGLE FAMILY LOTS	STANDARD C LOTS 105 - 108	ALLEY LOAD LOTS 101-104
FRONT LIVING SETBACK (A)	15 FT	10 FT
FRONT GARAGE SETBACK (B)	22 FT	22 FT
GARAGE SIDE SETBACK (C)	22 FT	22 FT
INTERIOR SIDE (D)	5 FT / 8 FT	5 FT / 5 FT
STREET SIDE SETBACK (E)	15 FT	15 FT
REAR SETBACK (F)	20 FT	5 FT

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS



[COMCAST ENTITY] APPROVAL

APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] 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 ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

COMCAST REPRESENTATIVE *Signature of Elvada D* DATE 12.19.23

DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS 19 DAY OF December 2023

BY: *Signature of Chad A. Poulsen*

TITLE: *Signature of Chad A. Poulsen*

DIRECT COMMUNICATIONS APPROVAL

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

Signature of Chad A. Poulsen
DIRECT COMMUNICATIONS

DATE 12/18/2023

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27-603(4)(b) ROCK



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

ENGINEERING

Monday, September 29, 2025

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

SUBJECT: The District at Eagle Mountain Town Center 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
The District at Eagle Mountain
Town Center

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

2nd Bond Release	
Original Bond Amount:	\$ 300,613.50
Previous Release Amount:	\$ 237,272.00
Amount to Release this Period:	\$ 36,013.00
Amount Remaining in Bond :	\$ 27,328.50

Bond Releases Summary	
#1	\$ 237,272.00
#2	\$ 36,013.00
#3	\$ -
#4	\$ -
TOTAL	\$ 273,285.00

9/29/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	ROADWAY IMPROVEMENTS									
a	ADA ramp	2	EA	\$3,000.00	\$6,000.00	0	2	100%	\$6,000.00	\$6,000.00
2	STORM DRAIN									
a	Connect to existing	1	EA	\$3,000.00	\$3,000.00	1	0	100%	\$0.00	\$3,000.00
3	SEWER									
a	8" sewer pipe	1204	LF	\$55.00	\$66,220.00	1,204	0	100%	\$0.00	\$66,220.00
b	48" Manhole	8	EA	\$5,000.00	\$40,000.00	8	0	100%	\$0.00	\$40,000.00
c	6" sewer lateral pipe	4	LF	\$2,000.00	\$8,000.00	4	0	100%	\$0.00	\$8,000.00
4	WATER									
a	2" PE water line	121	LF	\$15.00	\$1,815.00	97	24.2	100%	\$363.00	\$1,815.00
b	2" water meter & service	4	EA	\$3,500.00	\$14,000.00	3	0.8	100%	\$2,800.00	\$14,000.00
c	8" PVC C-900 water main	1181	LF	\$50.00	\$59,050.00	945	236.2	100%	\$11,810.00	\$59,050.00
d	8" gate valve	2	EA	\$2,000.00	\$4,000.00	2	0.4	100%	\$800.00	\$4,000.00
e	6" gate valve	4	EA	\$5,000.00	\$20,000.00	3	0.8	100%	\$4,000.00	\$20,000.00
f	6" PVC fire line	72	LF	\$25.00	\$1,800.00	58	14.4	100%	\$360.00	\$1,800.00
g	Fire hydrant	4	EA	\$4,700.00	\$18,800.00	3	0.8	100%	\$3,760.00	\$18,800.00
h	Connect to existing	2	EA	\$6,000.00	\$12,000.00	2	0.4	100%	\$2,400.00	\$12,000.00
i	8" 22.5 bend	4	EA	\$650.00	\$2,600.00	3	0.8	100%	\$520.00	\$2,600.00
j	8"x8"x2" tee	4	EA	\$2,000.00	\$8,000.00	3	0.8	100%	\$1,600.00	\$8,000.00
k	8"x8"x6" tee	4	EA	\$2,000.00	\$8,000.00	3	0.8	100%	\$1,600.00	\$8,000.00
TOTAL CONSTRUCTION COST					\$273,285.00					
10% Bond Coverage					\$27,328.50					
TOTAL BOND AMOUNT:					\$300,613.50				Released this Period	\$36,013.00

Vince Hogge
Vince Hogge, P.E.
Engineering Director

9-29-2025
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

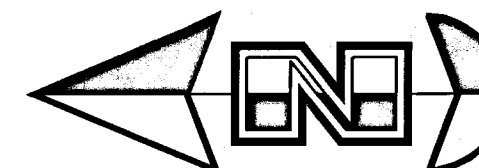
9/29/25
Date

23-155Sub-Final

Final Plat of

The District at Eagle Mountain Town Center Subdivision, Phase A

A part of the Southeast Quarter of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah
2025



Scale: 1" = 40'



East Quarter Corner Section 12,
T6S, R2W, SL&M, U.S. Survey
(Found Brass Cap Monument)

N 0°27'12" E measured (N 0°27'09" E UCS)

Southeast Corner Section 12,
T6S, R2W, SL&M, U.S. Survey
(Found Brass Cap Monument)

Range 1 West
Range 2 West

2666.06'

7

12

13

2666.32' measured

Eagle Mountain Properties
Communities Master
Association, Inc.
59:044:0152

Eagle Mountain City
59:044:0083
SWD 68233:2004

Monte Vista Ranch, LC
59:044:0112

Found Rebar with Cap
stamped "Focus"
0.2' Northerly of
Property Corner

Town Center Access
Dedication Map
Eagle Mountain City
59:044:0506 &
53:228:0500

Trailhead Access/
Church Site Subdivision
Eagle Mountain City
53:245:0500

$\Delta = 95^{\circ}54'53''$
 $R = 69.00'$
 $L = 115.51'$
 $LC = 102.49'$
 $S 37^{\circ}51'28'' E$

$\Delta = 0^{\circ}04'33''$
 $R = 9943.00'$
 $L = 13.18'$
 $LC = 13.18'$
 $S 85^{\circ}51'12'' E$

$\Delta = 85^{\circ}55'54''$
 $R = 25.00'$
 $L = 37.49'$
 $LC = 34.08'$
 $N 51^{\circ}08'34'' E$

Lot 1
19,819 sq. ft.
or 0.455 acre
4350 North
1620 East

10.0' PUE hereby
granted to the
Public
per this plat.

$\Delta = 4^{\circ}11'04''$
 $R = 385.00'$
 $L = 28.12'$
 $LC = 28.11'$
 $S 6^{\circ}29'33'' W$

$\Delta = 7^{\circ}42'00''$
 $R = 1876.00'$
 $L = 252.12'$
 $LC = 251.93'$
 $N 4^{\circ}53'00'' E$

26.00' wide Public
Right-of-Way
hereby dedicated to
Eagle Mountain City
Contains: 25,480 sq. ft.

$\Delta = 17^{\circ}13'59''$
 $R = 1850.00'$
 $L = 556.43'$
 $LC = 554.34'$
 $N 10^{\circ}19'36'' E$

$\Delta = 8^{\circ}37'08''$
 $R = 1876.00'$
 $L = 216.72'$
 $LC = 216.59'$
 $N 12^{\circ}02'34'' E$

15.00' wide Gas Line
Easement per Entry
No. 19044:2015

Pony Express Parkway
(Public Street)
(Sweetwater Road)

Legend

- Property Line
- Lot Line
- Road Dedication
- Easement Line
- Adjoiner Line
- Section Line
- Center Line
- Set 5/8" rebar with plastic cap or nail
with Brass Tag stamped "AWA" or found
property corner as noted
- Contour

Lot 4
53,254 sq. ft.
or 1.223 acres
4276 North
1620 East

$\Delta = 3^{\circ}35'28''$
 $R = 1876.00'$
 $L = 117.58'$
 $LC = 117.56'$
 $N 17^{\circ}08'52'' E$

Lot 5
40,052 sq. ft.
or 0.919 acre
4188 North
1650 East

10.0' PUE hereby
granted to the
Public
per this
plat.

10.0' Gas/Electrical
Easement & Construction/
Maintenance Easement per
Entry No. 30459:2004

ENT 47279:2025 MAP# 19775
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 25 02:57 PM FEE \$10.00 BY 16
RECORDED FOR EAGLE MOUNTAIN CITY

South Quarter Corner Section 12,
T6S, R2W, SL&M, U.S. Survey
(Found Brass Cap Monument)



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



30 APR 2025

#19778 2012



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

ENGINEERING

Wednesday, October 1, 2025

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

SUBJECT: Antelope Meadows phase 'B' plat 4 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Gina Olsen, City Recorder



BOND RELEASE REQUEST LETTER
Antelope Meadows ph "B" plat 4 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 57,475.83
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 8,871.40
Amount Remaining in Bond:	\$ 48,604.43

Bond Releases Summary	
#1	\$ 8,871.40
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 8,871.40

8/12/2024

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0	LS	\$5,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	33212	0	SF	\$1.75	\$0.00	0	33212	100%	\$0.00	\$0.00
b	6 inch Road base (also behind curb)	58197	0	SF	\$0.55	\$0.00	0	58197	100%	\$0.00	\$0.00
c	9 inch sub-base (e-fill) (behind curb)	42291	0	SF	\$0.90	\$0.00	0	42291	100%	\$0.00	\$0.00
d	30" curb & gutter	2651	0	LF	\$17.50	\$0.00	0	2651	100%	\$0.00	\$0.00
e	Sidewalk	2573	0	LF	\$22.50	\$0.00	0	2573	100%	\$0.00	\$0.00
f	Street/stop signs	4	0	EA	\$750.00	\$0.00	0	4	100%	\$0.00	\$0.00
g	ADA access ramps for trail	4	0	EA	\$800.00	\$0.00	0	4	100%	\$0.00	\$0.00
3	CULINARY WATER										
a	8" culinary water c-900	1181	0	LF	\$30.00	\$0.00	0	1181	100%	\$0.00	\$0.00
b	8" gate valve	7	0	EA	\$1,500.00	\$0.00	0	7	100%	\$0.00	\$0.00
c	8" tee	2	0	EA	\$800.00	\$0.00	0	2	100%	\$0.00	\$0.00
d	8" 22.5 deg bend	1	0	EA	\$600.00	\$0.00	0	1	100%	\$0.00	\$0.00
e	8" 45 deg bend	2	0	EA	\$600.00	\$0.00	0	2	100%	\$0.00	\$0.00
f	Fire Hydrant	2	0	EA	\$3,800.00	\$0.00	0	2	100%	\$0.00	\$0.00
g	3/4" water service	19	0	EA	\$1,200.00	\$0.00	0	19	100%	\$0.00	\$0.00
h	Connect to existing	3	0	EA	\$2,500.00	\$0.00	0	3	100%	\$0.00	\$0.00
i	Air vac	1	0	EA	\$1,500.00	\$0.00	0	1	100%	\$0.00	\$0.00
j	Cap & plug	2	0	EA	\$500.00	\$0.00	0	2	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	15" storm drainpipe	184	0	LF	\$36.00	\$0.00	0	184	100%	\$0.00	\$0.00
b	18" storm drainpipe	785	0	LF	\$40.00	\$0.00	0	785	100%	\$0.00	\$0.00
c	SD catch basin	3	0	EA	\$2,400.00	\$0.00	0	3	100%	\$0.00	\$0.00
d	3x6 combo box	4	0	EA	\$3,000.00	\$0.00	0	4	100%	\$0.00	\$0.00
e	Connect to existing	1	0	EA	\$2,500.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	60" manhole	1	0	EA	\$4,200.00	\$0.00	0	1	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe	1092	109.2	LF	\$29.50	\$3,221.40	0	1092	100%	\$3,221.40	\$3,221.40
b	4" sewer laterals	25	2.5	EA	\$1,200.00	\$3,000.00	0	25	100%	\$3,000.00	\$3,000.00
c	48" sewer manholes	6	0.6	EA	\$4,000.00	\$2,400.00	0	6	100%	\$2,400.00	\$2,400.00
d	Connect to existing	1	0.1	EA	\$2,500.00	\$250.00	0	1	100%	\$250.00	\$250.00
TOTAL CONSTRUCTION COST						\$8,871.40					
Original 10% Bond Coverage						\$48,604.43					
TOTAL BOND AMOUNT:						\$57,475.83	Released this Period			\$8,871.40	

Christopher T. Trusty P.E.
Engineering Director

8/12/24
Date

Robert Ballif
Engineering Tech

8/12/24
Date



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

ENGINEERING

DATE: Wednesday, October 1, 2025
TO: Vince Hogge
FROM: Robert Ballif - Engineering Tech. II
SUBJECT: **Antelope Meadows phase "B" plat 4 walk through-updated**

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

Robert Ballif – Engineering Tech. II

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

General Notes:

- ~~1. Crack seal phase lines.~~
- ~~2. Exit sewer video.~~
- ~~3. Remove BMP's for inlets that are marked with red paint.~~

Harrier St.:

- ~~1. Lot #422 behind the lot the air vac to be cleaned and step added.~~
- ~~2. Sections of sidewalk & curb with red 'X' to be removed and replaced.~~

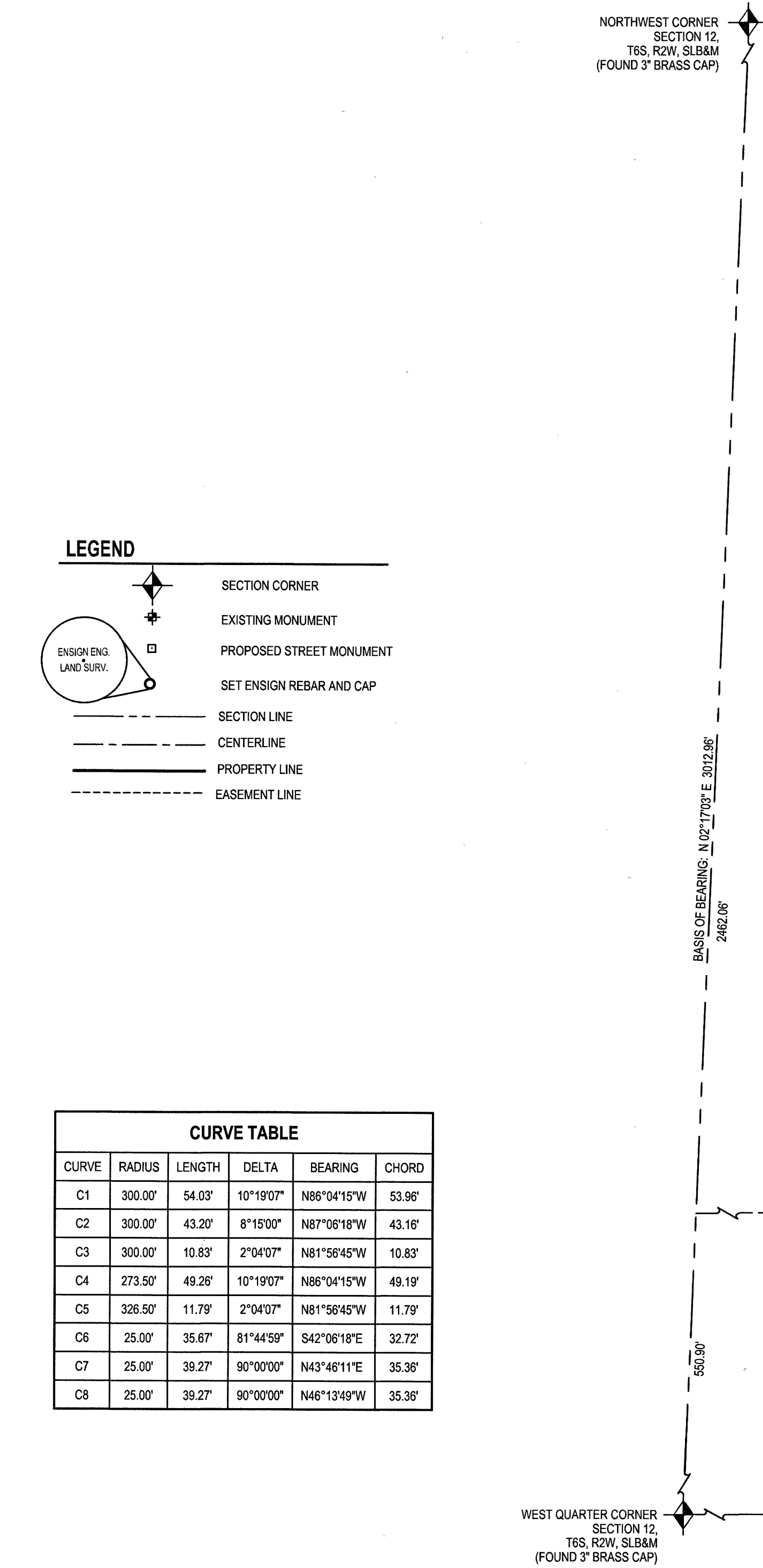
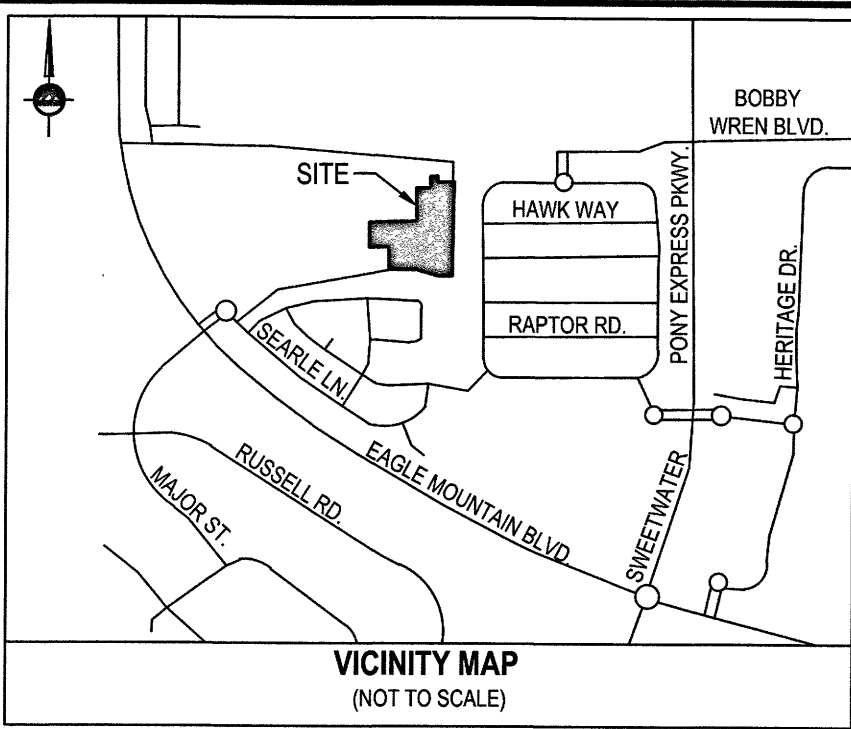
Oktoberfest Way:

- ~~1. House # 4633 & 4643 concrete spill to be cleaned of the sidewalks.~~
- ~~2. Lot #418 empty lot debris on the sidewalk, check to see if any are damaged and replace them.~~
- ~~3. Sections of sidewalk & curb with red 'X' to be removed and replaced.~~

Blackfeet Dr.:

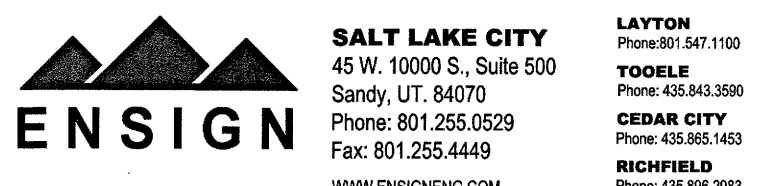
- ~~1. Lot #416 back of lot, extend sidewalk and place property pin.~~
- ~~2. Sections of sidewalk & curb with red 'X' to be removed and replaced. Across from lot # 416 by the ADA and going to the end of lot # 525.~~

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



- LEGEND**
- SECTION CORNER
 - EXISTING MONUMENT
 - PROPOSED STREET MONUMENT
 - SET ENSIGN REBAR AND CAP
 - SECTION LINE
 - CENTERLINE
 - PROPERTY LINE
 - EASEMENT LINE

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C1	300.00'	54.03'	10°19'07"	N86°04'15"W
C2	300.00'	43.20'	8°15'00"	N87°06'18"W
C3	300.00'	10.83'	2°04'07"	N81°56'45"W
C4	273.50'	49.26'	10°19'07"	N86°04'15"W
C5	326.50'	11.79'	2°04'07"	N81°56'45"W
C6	25.00'	35.67'	81°44'59"	S42°06'18"E
C7	25.00'	39.27'	90°00'00"	N43°46'11"E
C8	25.00'	39.27'	90°00'00"	N46°13'49"W



SHEET 1 OF 1

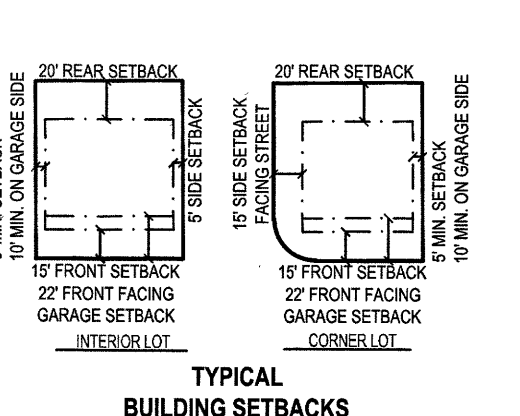
PROJECT NUMBER: 1076A

MANAGER: OEE

DRAWN BY: SJL

CHECKED BY: PMH

DATE: 6/4/24



BUILDING SETBACKS

FRONT YARD: 15'

REAR YARD: 22'

SIDE YARD: 15' TOTAL (5' MIN. 10' MIN ON GARAGE SIDE)

CORNER LOT: 15'

ALL FRONT FACING GARAGES MUST BE 22' FROM PROPERTY LINE

NOTES:

- #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUG TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
- ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.

DEVELOPER

FIELDSTONE HOMES

12896 PONY EXPRESS RD #400

DRAPER, UTAH 84020

PHONE: 801.884.3597

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunication 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.

Margie Dillard 6/12/2024

DIRECT COMMUNICATIONS

DOMINION ENERGY UTAH - Note with NO existing natural gas easement. Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-8532.

APPROVED THIS 12 DAY OF June, A.D. 2024

BY *[Signature]* TITLE *[Signature]*

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNERS 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:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW.

APPROVED THIS 14 DAY OF June, A.D. 2024

BY *[Signature]* TITLE *[Signature]*

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS**, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 286882 in accordance with Title 58, Chapter 22, of the Utah State Code. I further certify that by authority of the Owner(s), that I have completed a survey of the property described on this plat in accordance with Section 17-23-17, or said code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be, correctly surveyed, staked and monumented on the ground as shown on this plat, and that this plat is true and correct.

BOUNDARY DESCRIPTION

Beginning at the Southeastery Corner of Antelope Meadows Phase B Plat 1, said point being North 02°17'03" East 550.90 feet and East 896.29 feet from the West Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along the Easterly line of said Antelope Meadows Phase B Plat 1 the following three (3) courses:

- North 01°13'49" West 174.60 feet;
- South 88°46'11" West 145.22 feet;
- North 01°13'49" West 145.08 feet;

thence North 01°13'49" West 48.67 feet;

thence North 01°13'49" East 369.19 feet;

thence North 01°13'49" East 82.50 feet;

thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius curve to the left (center bears North 01°13'49" West and the chord bears North 83°46'11" East 35.36 feet with a central angle of 90°00'00");

thence North 01°13'49" West 74.00 feet;

thence North 88°46'11" East 53.00 feet;

thence South 01°13'49" East 57.00 feet;

thence North 88°46'11" East 133.69 feet;

thence South 01°13'49" West 722.58 feet;

thence South 89°33'56" West 101.97 feet;

thence North 74°29'21" West 182.00 feet;

thence South 89°33'56" West 209.26 feet to the point of beginning.

Contains 307,589 Square Feet or 7.061 Acres and 22 Lots

ENT 480533-2024 MHF 19299

ANDREA ALLEN

UTAH COUNTY RECORDER

2024 JUN 19 09:59 AM FEE \$4.00 BY KR

RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 10 DAY OF June, A.D. 2024

Brett Woodland

NAME: Brett Woodland, Assistant Secretary

COMPANY: Fieldstone Antelope Meadows, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF Salt Lake, S.S.

ON THE 10 DAY OF June, A.D. 2024, *Brett Woodland* PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Salt Lake, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/HE/IS THE ASSIGNED SECRETARY OF Fieldstone Antelope Meadows, a LIMITED LIABILITY COMPANY AND THAT HE/HE/IS THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Mindy Dansie

NOTARY PUBLIC

RESIDING IN Salt Lake, COUNTY

MY COMMISSION EXPIRES: 1-19-2025

NAME: Mindy Dansie

NO. 286882

A NOTARY PUBLIC COMMISSION IN UTAH

STATE OF UTAH

NOTARY PUBLIC

RESIDING IN Salt Lake, COUNTY

MY COMMISSION EXPIRES: 1-19-2025

NAME: Mindy Dansie

NO. 286882

A NOTARY PUBLIC COMMISSION IN UTAH

APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF June, A.D. 2024

APPROVED *[Signature]* APPROVED BY CITY ATTORNEY

APPROVED *[Signature]* ATTEST: *[Signature]*

CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

ANTELOPE MEADOWS PHASE B PLAT 4

LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

CITY ENGINEER SEAL

COUNTY RECORDER SEAL

SEC. 12, T6S, R2W, SLB4M TU 038 7C



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

ENGINEERING

Tuesday, September 16, 2025

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

SUBJECT: **Hidden Hollow phase 'C' plat 4 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Gina Olsen, City Recorder



BOND RELEASE REQUEST LETTER
Hidden Hollow phase C plat 4
Revised
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84043
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 95,867.64
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 70,024.82
Amount Remaining in Bond:	\$ 25,842.82

Bond Releases Summary	
#1	\$ 70,024.82
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 70,024.82

8/26/2024

							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	MOBILIZATION/MISC.										
a	Mobilization	1	0.5	LS	\$3,800.00	\$1,900.00	0	1	100%	\$1,900.00	\$1,900.00
b	SWPPP plan	1	0.5	LS	\$1,550.00	\$775.00	0	1	100%	\$775.00	\$775.00
c	Clear & grub	31494	15747	SF	\$0.49	\$7,716.03	0	31494	100%	\$7,716.03	\$7,716.03
2	ROAD & CONCRETE										
a	3" asphalt	9907	9907	SF	\$1.87	\$18,526.09	0	9907	100%	\$18,526.09	\$18,526.09
b	6" road base	12031	6015.5	SF	\$1.00	\$6,015.50	0	12031	100%	\$6,015.50	\$6,015.50
c	9" subbase	12031	6015.5	SF	\$1.40	\$8,421.70	0	12031	100%	\$8,421.70	\$8,421.70
d	30" curb & gutter	708	354	LF	\$19.50	\$6,903.00	0	708	100%	\$6,903.00	\$6,903.00
e	30" curb & gutter prep.	708	354	LF	\$1.75	\$619.50	0	708	100%	\$619.50	\$619.50
g	5' sidewalk	3168	3168	SF	\$4.75	\$15,048.00	0	3168	100%	\$15,048.00	\$15,048.00
h	ADA ramps w/placards	2	2	EA	\$1,550.00	\$3,100.00	0	2	100%	\$3,100.00	\$3,100.00
i	Street/stop signs	1	1	EA	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
3	CULINARY WATER										
a	8" Water Main C-900	369	0	LF	\$50.66	\$0.00	0	369	100%	\$0.00	\$0.00
b	8" water fittings	3	0	EA	\$2,160.79	\$0.00	0	3	100%	\$0.00	\$0.00
c	Fire hydrant with valve	1	0	EA	\$6,800.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	3/4" service	24	0	EA	\$1,275.00	\$0.00	0	24	100%	\$0.00	\$0.00
e	Connection	1	0	EA	\$2,150.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	Blow off	1	0	EA	\$1,350.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	Testing	1	0	LS	\$5,250.00	\$0.00	0	1	100%	\$0.00	\$0.00
h	Collars	2	0	EA	\$365.00	\$0.00	0	2	100%	\$0.00	\$0.00
i	Import fill	1124	0	TON	\$9.00	\$0.00	0	1124	100%	\$0.00	\$0.00
4	SEWER IMPROVEMENTS										
a	8" sewer main	405	0	LF	\$32.75	\$0.00	0	405	100%	\$0.00	\$0.00
b	4" sewer laterals	24	0	EA	\$1,360.00	\$0.00	0	24	100%	\$0.00	\$0.00
c	60" Manholes	1	0	EA	\$8,125.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	Import fill	1983	0	TON	\$9.00	\$0.00	0	1983	100%	\$0.00	\$0.00
e	Testing	1	0	LS	\$1,680.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	Collars	1	0	EA	\$475.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	Connect to existing	1	0	EA	\$1,850.00	\$0.00	0	1	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$70,024.82					
Original 10% Bond Coverage						\$25,842.82					
TOTAL BOND AMOUNT:						\$95,867.64	Released this Period			\$70,024.82	

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

8/26/24
Date

Robert Ballif
Engineering Tech. II

8/26/24
Date



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

ENGINEERING

DATE: Tuesday, September 16, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Tech. II
SUBJECT: **Hidden Hollow phase "C" plat 4 walk through-updated**

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

Robert Ballif – Engineering Tech. II

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

General Notes:

- ~~1. Exit sewer video.~~

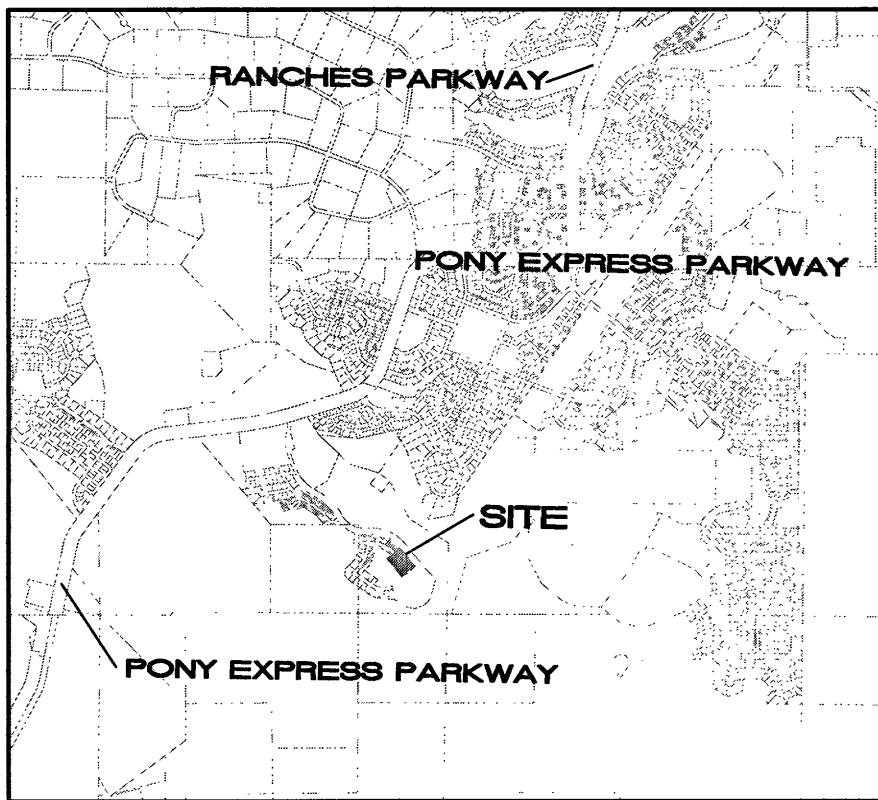
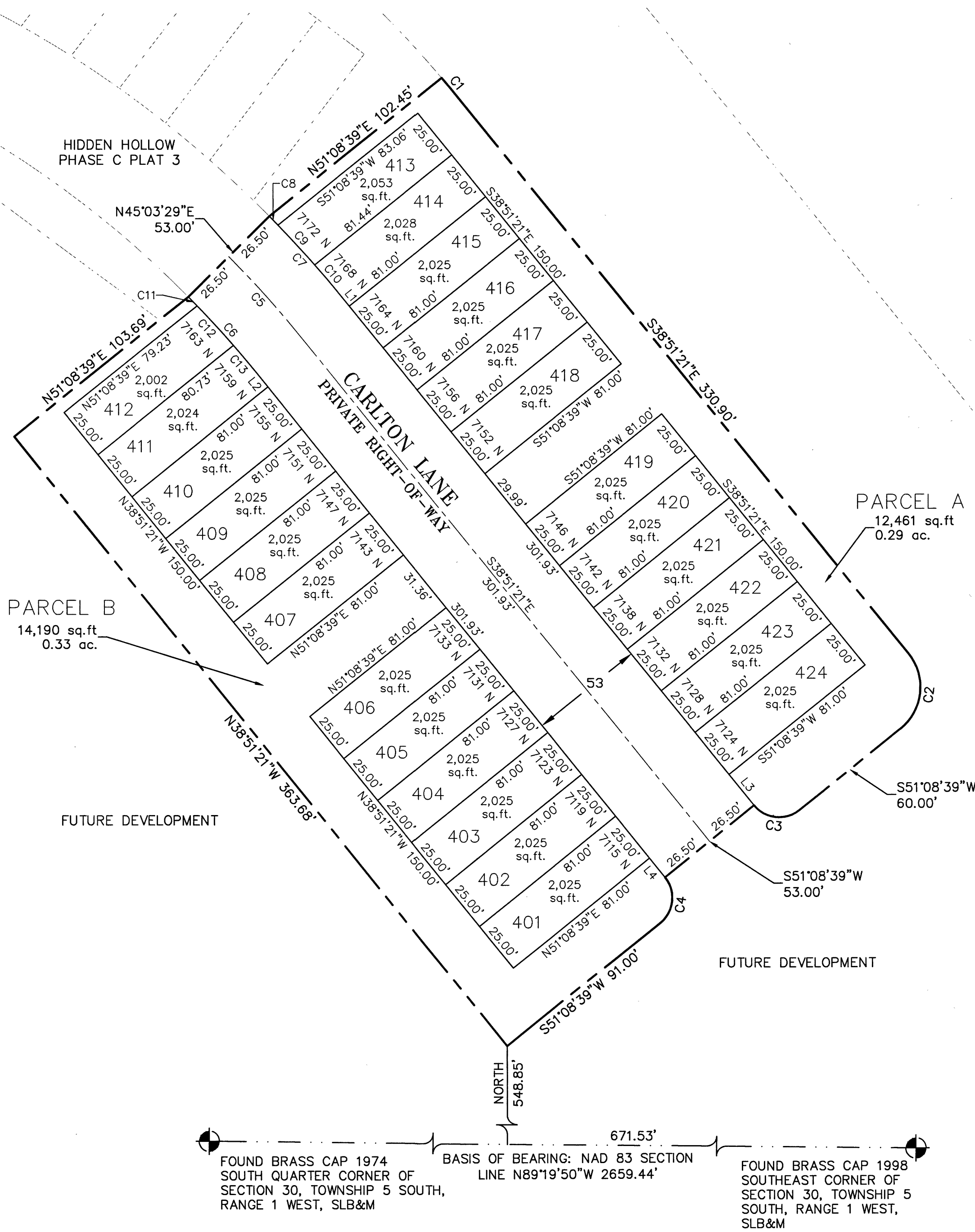
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

HIDDEN HOLLOW PHASE C PLAT 4

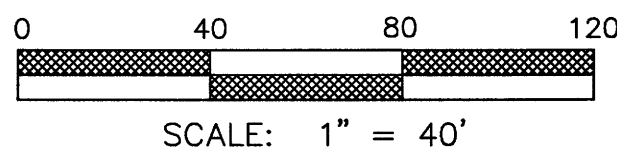
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, EAGLE MOUNTAIN, UTAH

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	13.40	560.00	1°22'16"	13.40	S39°32'29"E
C2	39.27	25.00	90°00'00"	35.36	S6°08'39"W
C3	23.56	15.00	90°00'00"	21.21	N83°51'21"W
C4	23.56	15.00	90°00'00"	21.21	S6°08'39"W
C5	49.64	500.00	5°41'19"	49.62	N41°42'01"W
C6	46.83	473.50	5°39'59"	46.81	N41°41'21"W
C7	52.46	526.50	5°42'31"	52.44	N41°42'37"W
C8	5.91	526.50	0°38'34"	5.91	N44°14'35"W
C9	25.05	526.50	2°43'36"	25.05	N42°33'31"W
C10	21.50	526.50	2°20'22"	21.50	N40°01'32"W
C11	5.91	473.50	0°42'52"	5.91	N44°09'54"W
C12	25.05	473.50	3°01'51"	25.05	N42°17'32"W
C13	15.88	473.50	1°55'15"	15.87	N39°48'59"W

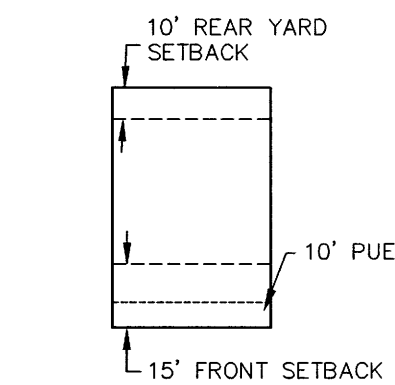
LINE TABLE		
LINE	LENGTH	BEARING
L1	3.51	N38°51'21"W
L2	9.13	S38°51'21"E
L3	18.43	S38°51'21"E
L4	11.44	S38°51'21"E



VICINITY MAP



LAND USE	
ACREAGE:	2.16 acres
ACREAGE IN LOTS:	1.12 acres
AVERAGE LOT SIZE:	2,025 sq.ft.
ACREAGE IN ROADS:	0.43 acres
TOTAL LOTS:	24 LOTS
UNIT DENSITY:	11.1 UNITS PER ACRE



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-

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

Del Edwards 3/20/24
ROCKY MOUNTAIN POWER DATE

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

Questar Gas Company
dba Dominion Energy Utah
Approved this 16 day of March 20 24

By: [Signature] Title: per construction rep 11

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

[Signature] 3/20/24
DATE

- NOTES:
- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
 - PARCELS A AND B ARE OWNED AND MAINTAINED BY HOA.
 - PARCELS A AND B, INCLUDING PRIVATE ROADWAYS, ARE A MUNICIPAL UTILITY, PUBLIC UTILITY AND DRAINAGE EASEMENT.

DEVLEOPER
CADENCE HOMES
3400 north Ashton Blvd. Suite 180
LEHI, UT 84043
PHONE: (801) 768-0500

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE C PLAT 4 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°19'50" West 671.53 feet along the section line and North 548.85 feet from the Southeast Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 38°51'21" West 363.68 feet; thence North 51°08'39" East 103.69 feet; thence North 45°03'29" East 53.00 feet; thence North 51°08'39" East 102.45 feet; thence Southeasterly 13.40 feet along the arc of a 560.00 foot radius curve to the right, through a central angle of 01°22'16", the chord of which bears South 39°32'29" East 13.40 feet; thence South 38°51'21" East 330.90 feet; thence Southerly 39.27 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears South 06°08'39" West 35.36 feet; thence South 51°08'39" West 60.00 feet; thence Westerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears North 83°51'21" West 21.21 feet; thence South 51°08'39" West 53.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears South 06°08'39" West 21.21 feet; thence South 51°08'39" West 91.00 feet to the point of beginning.
Parcel contains: 2.16 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°19'50" West (NAD 83 UTAH COUNTY PLAT).

March 4 2024
DATE

[Signature]
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof. Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys Parcels A and B as indicated hereon, to the Hidden Hollow Town-home Owners Association, 2801 North Thanksgiving Way Suite 100, Lehi, UT, 84043

OWNER(S):
PRINTED

Cadence Homes Div. Corp.
Ryan Bybee, President

AUTHORIZED SIGNATURES

[Signature]
3/2/2024

ACKNOWLEDGEMENT

On the 13 day of March, 2024, I personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 4/12/2025
717756
COMMISSION NUMBER

[Signature]
NOTARY PUBLIC SIGNATURE
Amela Rae McConkey
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 2 day of April, 2022

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

[Signature]
APPROVED BY CITY ATTORNEY
[Signature]
ATTEST BY CITY RECORDER
(See Seal Below)

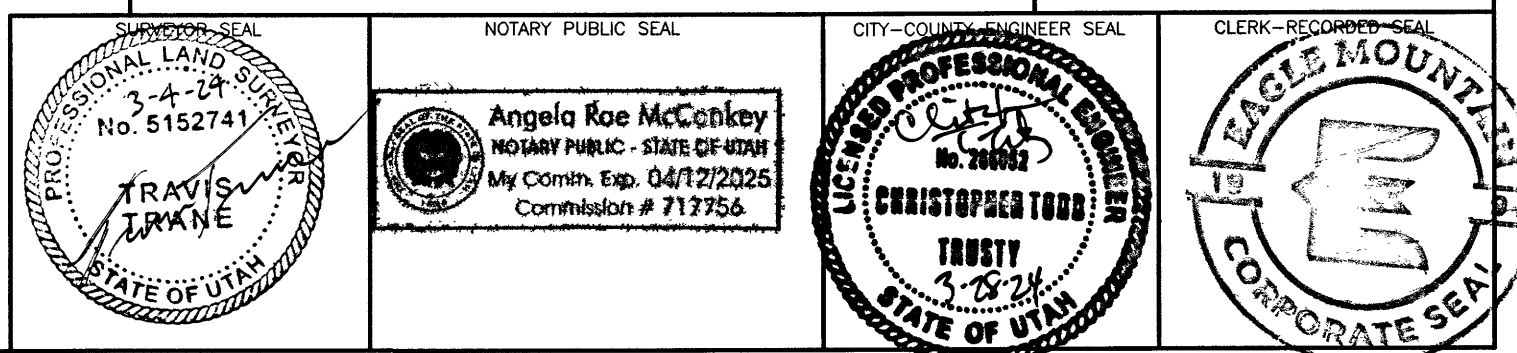
PHASE C PLAT 4

HIDDEN HOLLOW

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION
ENT. 217228-2024 MAP# 19178
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Apr 4 10:47 AM FEE 102.00 BY TR
RECORDED FOR EAGLE MOUNTAIN CITY





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	CHANGE ORDER #2 - Engineering Services Agreement for the Transportation Master Plan (TMP) and Review of Spring Run Layout - Horrocks Engineers, LLC
ITEM TYPE:	Change Order
FISCAL IMPACT:	\$47,850 total. (\$30,350 - Spring Run; \$17,500 - TMP) This item is not currently budgeted. A budget amendment is scheduled for this same meeting, September 16, 2025.
APPLICANT:	Horrocks Engineers, LLC

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

PUBLIC HEARING

No

PREPARED BY

David Salazar, Assistant City Engineer

PRESENTED BY

David Salazar

RECOMMENDATION:

Staff recommends that the City Council approve Change Order #2 of the Engineering Services Agreement for Transportation Master Plan (TMP) with Horrocks Engineers, LLC

BACKGROUND:

During the design of the TMP, the City requested Horrocks to perform additional work and rework some areas of the proposed City infrastructure, including but not limited to the following: attending planning commission and city council meetings, rerunning the travel demand model with and without Canyon Wash, and updating maps.

Additionally, during the work of the TMP, the City had concerns about the Spring Run area and its proposed connectivity. The City engaged Horrocks to perform a further in-depth review considering the upcoming developments in the area and the future build-out of the City. This work included the following: attending City Council meetings, attending meetings at City Hall, running/rerunning travel demand models for potential layouts from multiple different proposed alignments, preparing documents for staff and developers, reviewing lane layouts, GIS mapping, reviewing elevations, and reviewing traffic impact studies (TIS's).

Staff discussed this change order with Horrocks and was able to negotiate a fair price for the additional work requested by the City. The attached document is a result of those discussions and negotiations with Horrocks.

ITEMS FOR CONSIDERATION:

Change Order #1 for this contract was approved internally, given the smaller amount of the change order of \$5,800. This covered additional in-depth studies and mapping that were not included in the

original contract.

Staff feels that Horrocks has done an good job on this project and is looking for reasonable compensation for the additional work that was needed to complete the requested changes made by the City.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. CO #2
2. Exhibit A



Eagle Mountain City

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

Change Order # 2

PROJECT CHANGE ORDER FORM

Date:	8/21/2025	Change Order Amount:	\$47,850.00
GL #	10-41-44100-4531	PO #	
Project Manager:	David Salazar		
Project Title:	Transportation Master Plan Update	Project #	
Contractor:	Horrocks	Contractor Contact:	Joe Anderson

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

Description:

TMP: Attending planning commission and city council meetings, rerunning travel demand model with and without Canyon Wash, and updating maps.

Spring Run Development: Attending City Council meetings, attending meetings at City Hall, running/rerunning travel demand models for potential layouts from multiple different proposed alignments, preparing documents for staff and developers, reviewing lane layouts, GIS mapping, reviewing elevations, and reviewing traffic impact studies (TIS's)

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

1. Horrocks Change Order Form
- 2.
- 3.
- 4.
- 5.

Contract Pricing:		Contract Time:	
Original Contract Amount:	\$49,200.00	Original Completion Date:	NA
Previously Approved CO's:	\$5,800.00	Previously approved days	NA
Present Contract Price:	\$55,000.00	Increased by:	NA
Change Order Amount:	\$47,850.00	Decreased by:	NA
New Contract Amount:	\$102,850.00	New Completion Date:	NA

Signatures (approval):

Project Manager:

Department Head:

Finance (Approved Budget)

City Manager:

Contractor / Consultant:

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

CHANGE ORDER

TO: David Salazar
Eagle Mountain Assistant City Engineer

FROM: Horrocks Traffic Team

DATE: August 19, 2025

SUBJECT: Eagle Mountain TMP Change Order – Final

SCOPE OF WORK CHANGE

Spring Run – July 8, 2025

Project Management - \$500

- Road Concept Meetings

Analysis and Documentation - \$5,500

- City Council Presentation
- Additional Travel Demand Model (TDM) runs – 4 runs
 - Spring Run Alternatives
 - LEI layout – 2 runs
 - AWA layout – 2 runs
- Update Spring Run linework
- Road Concepts

Spring Run – July 8, 2025, to Present

Project Management - \$5,000

- Road Concept Meetings
- Spring Run meeting at Eagle Mountain
- Presentation
- Worked with Randy W. on TDM volumes
- Update Spring Run presentation for Spring Run meeting
- Second Spring Run meeting at Eagle Mountain

Analysis and Documentation - \$18,550

- TDM Model
 - AWA Alignment – 2 runs (2035 and 2050)
 - LEI Alignment – 2 runs (2035 and 2050)
- Road Concepts
 - Roundabout
 - 5-leg signal with High-T intersection
 - 5-leg signal with signalized intersection
 - 4-leg signal with signalized intersection
- GIS Map – Road Concepts

- LEI Alignment – 2 maps (Daily, AM/PM volumes)
- AWA Alignment – 2 maps (Daily, AM/PM volumes)
- Compromised Alignment – 2 maps (Daily, AM/PM volumes)
- Added parcel boundaries to the GIS map
- Review of Spring Run and Walmart TISs for traffic distribution

Cost to Complete Project - \$ 800

- Spring Run meeting at Eagle Mountain – August 26, 2025

Spring Run Subtotal - \$ 30,350

TMP Change Order – July 8, 2025

Project Management - \$ 2,000

- Planning Commission Meeting and Preparation
- Canyon Wash Meetings

Analysis and Documentation - \$10,000

- City Council Presentation
- Additional Travel Demand Model (TDM) runs – 8 runs
 - Airport Road with and without Canyon Wash – 6 runs
 - Mid Valley 2035 – 2 runs
 - Update Spring Run linework
- Map updates

TMP Change Order – July 8, 2025, to present

Project Management - \$ 500

- TMP update Meetings

Analysis and Documentation - \$5,000

- Map updates from the city council meeting.
- Update TMP figures 14 and 15 from Spring Run meeting

TMP Subtotal - \$17,500

Total - \$47,850

The sum of the cost of the completed work described is **\$47,850.00**, including all direct costs such as travel, phone, fax, computer, etc. Any services beyond the defined scope of work—including, but not limited to, additional plan revisions due to agency comments, redesign resulting from client-directed changes, unforeseen site or utility conditions, added permitting support, construction support beyond the base scope, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services **will not be initiated without prior written authorization** from the client. A formal written request or change directive must be issued and approved before any such work proceeds

If you have any questions, please feel free to contact Horrocks.

Sincerely,



Prepared by Horrocks Engineers

801-763-5100 | info@horrocks.com | horrocksendengineers.com
2162 West Grove Parkway, Suite 100, Pleasant Grove, UT
84062

SIGNATORY

Name of CLIENT:
Eagle Mountain City

Name:
HORROCKS LLC

By: _____

By: _____

Address: _____

Address: 2162 W. Grove PKWY, Ste 100
Pleasant Grove, UT 84062

Project Manager: _____

Project Manager: _____

PM Email: _____

PM Email: _____

PM Phone: _____

PM Phone: _____



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

SEPTEMBER 16, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland; Councilmembers Melissa Clark, Donna Burnham, Rich Wood and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy 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; Parker Wallentine, Human Resources Specialist; Natalie Winterton, Assistant to the City Manager; Terrence Dela Pena, Finance and Management Analyst; Brandon Larsen, Community Development Director; Jeret Shaffer, Finance Manager; Lacie Messerly, Deputy Recorder; 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; Bailey Ensign, Digital Communications Specialist; Ashley Coles, Digital Communications Specialist; David Ulibarri, Public Safety Director; Embret Fossum, UFA Battalion Chief; Erik Knutzen, Chief Deputy Sherriff; and Melissa Yates, Purchasing Agent.

CITY STAFF PRESENT ELECTRONICALLY: Mack Straw, Assistant Public Works Director

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:02 PM. Councilmember Jared Gray was excused from the Work Session.

1. DISCUSSION AND INFORMATION ITEMS

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

This item was removed at the request of the developer.

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

[The recording of the discussion can be found online here at 00:00:35.](#)

City Attorney Marcus Draper, Public Works Director Brad Hickman, HOA President Courtney Johnson and HOA Manager Brian Bullock discussed a proposal to create a Special Utility District for the Scenic Mountain Community. The proposal would allow the City to assume ownership of two private lift stations, with the HOA paying the Public Works Department to manage and maintain them. This arrangement aims to address ongoing issues with the lift stations, which have led to multiple flooding incidents and insurance claims.

2. AGENDA REVIEW

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

[The recording of the discussion can be found online here at 01:18:14.](#)

Human Resource Specialist Parker Wallentine discussed that 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.

- 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

[The recording of the discussion can be found online here at 01:35:48.](#)

Public Works Director Brad Hickman responded to questions from Councilmembers, explaining that approving the bid award at this time will keep the project on schedule and help meet the City's long-term water storage needs as outlined in the Water Master Plan. The tank is anticipated to be operational and integrated into the system by the summer of 2027.

3. CITY MANAGER INFORMATION ITEMS

4. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Clark moved to adjourn to a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous 4:0 vote.

The Work Session was adjourned at 5:46 PM.

[The recording of the motion can be found online here at 01:43:21.](#)

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:08 PM and noted that Councilmember Gray would attend electronically.

[The recording of the discussion can be found online here at 01:46:07.](#)

6. PLEDGE OF ALLEGIANCE

Fionnuala Kofoed led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

8. RECOGNITION

- 8.A. RECOGNITION - Sheriff's Office Deputies, Fire Department Personnel and a Resident for Heroic Actions to Multi-Family Residential Structure Fire

[The recording of the discussion can be found online here at 01:47:04.](#)

The Mayor and City Council recognized the following individuals from each department for their heroic actions in response to a multi-family residential structure fire:

Utah County Sheriff's Office: Sergeant Friedrichsen, Deputy Kashea Estrada, Deputy JT Allen, Deputy Robert Bingham, Deputy Michael Chidester, and Deputy Kyle Walkingshaw.

Unified Fire Department: Captain Sam Christensen, Engineer Alex Rogerson, Paramedic Ashley Fyle, Paramedic Brandon Dougall, Firefighter Tyler Breuer, Firefighter Ryan Pifer.

Saratoga Springs Fire Department: Captain Ryan Rackman, Engineer Brian Holliday, Firefighter Josh Cluff, Firefighter Alec Olsen, Paramedic David McNamara, Paramedic Abby Walz.

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

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

The Mayor and City Council recognized Communications Manager Tyler Maffitt, Communication Specialist Bailey Ensign, and Communications Assistant Ashley Coles for receiving a National 3CMA Savvy Award for the Eagle Mountain City Trailhead magazine.

9. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:28PM.

The following individuals spoke during the Public Comment period: Melissa Yates

Mayor Westmoreland closed the public comment period at 7:30 PM.

[The recording of the public comments can be found online here at 02:05:20.](#)

10. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers shared comments and memories of the late Wildlife Biologist and Open Space Manager Todd Black, honoring his contributions to the community and expressing their condolences to Eagle Mountain Staff and the public.

[The recording of the discussion can be found online here at 02:07:38.](#)

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

MOTION: *Councilmember Clark moved to approve the Consent Agenda removing item 14.A. to be placed on the Scheduled Items for further discussion. Councilmember Wright 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 02:29:38.](#)

SCHEDULED ITEMS

14. ORDINANCE

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

[The recording of the discussion can be found online here at 02:30:45.](#)

City Attorney Marcus Draper and applicant Matt Cook discussed that Mountainland Supply is opening a store 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.

The motion on this item was delayed to Staff could research location of building on the adjacent storage units at the back of the Mountainland lot. The below motion occurred later in the meeting.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving a Development Agreement with Mountainland Supply. Councilmember Wood 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 04:04:09.](#)

15. RESOLUTION/PUBLIC HEARING

- 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

[The recording of the discussion can be found online here at 02:46:19.](#)

City Recorder Gina Olsen discussed that this is a public hearing to consider the Land Disposal Application from Jon and Brooke Newcomb to dispose of approximately 0.02 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".

Mayor Westmoreland opened the Public Hearing period at 8:14 PM.

The following individuals spoke during the public hearing period: Jon Newcomb, Real Estate Agent Shawna Turner with Century 21, Christa Kelley, Jessie Southworth.

Mayor Westmoreland closed the Public Hearing at 8:29 PM.

[The recording of the public hearing can be found online here at 02:51:06.](#)

MOTION: *Councilmember Burnham moved to adopt 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 and using the price of the land at \$45,000 per acre (\$1.03 per square foot) nothing the parcel does not require additional water rights. Councilmember Clark seconded the motion.*

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

The motion failed for lack of a majority vote, 1:4.

[The recording of the motion can be found online here at 03:45:33.](#)

MOTION: *Councilmember Wright moved to table 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 and directed Staff to work on refining water requirements and draft a policy to ensure consistent review of future Land Disposal Applications. Councilmember Wood seconded the motion.*

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

The motion failed for lack of a majority vote, 2:3.

[The recording of the motion can be found online here at 03:53:07.](#)

MOTION: *Councilmember Gray moved to adopt 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 with a sales price of \$95,000 per acre (\$2.18 per square foot). Councilmember Clark seconded the motion.*

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

The motion passed with a 3:2 vote.

[The recording of the motion can be found online here at 03:58:42.](#)

16. RESOLUTIONS

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

This item was removed from the agenda at the request of Meritage Homes.

17. LEGISLATIVE ITEMS

- 17.A. UPDATE – Legislative Priorities List

Management and Policy Analyst John Magness discussed updates on the Legislative Priorities List.

[The recording of the discussion can be found online here at 04:16:42.](#)

MOTION: *Councilmember Clark moved to add drafting a Telecommunications Ordinance and/or Franchise Agreement to the Legislative Priorities List. Councilmember Wright 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 04:20:29.](#)

MOTION: *Councilmember Wright moved to add drafting a policy for code adoption to guide Staff in evaluating Land Disposal Applications to the Legislative Priorities List. 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 04:22:32.](#)

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

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

[The recording of the discussion can be found online here at 04:26:44.](#)

19. COMMUNICATION ITEMS

20. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 9:53 PM. Councilmember Wright 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 04:30:36.](#)

The meeting was adjourned at 9:53 PM.

Approved by the City Council on October 7, 2025.

Gina Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	Hidden Hollow Clubhouse Amenity Conversion
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A to City
APPLICANT:	Cadence Homes; Hunter Smith representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Foothill Residential/Parks and Open Space	3.1

PUBLIC HEARING

No

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff is neutral respecting this request, finding arguments for and against its merit.

BACKGROUND:

(Justification - see Applicant's narrative)

This is a request by Cadence Homes to amend an approved site plan pertaining to the Hidden Hollow clubhouse amenity. Proposed is the substitution of a gym and additional lawn games for a swimming pool. The property under consideration is Parcel D in Hidden Hollow Phase C Plat 5 (County parcel/serial # 68:202:0536) at the southeast corner of the intersection of N. Smooth Way and N. Carlton Way in Eagle Mountain, UT 84005.

Although a recent code amendment permits administrative (Staff-level) review of site plans, the specific criteria outlined in that amendment—along with the code referenced in the 'Items for Consideration' section of this report—necessitated processing the Applicant's request as a standard site plan amendment. As such, review by both the Planning Commission and City Council is required, since site plans in our City must be reviewed sequentially by these two bodies. That said, Staff considers the proposed amenity swap to be minor in nature and scope, especially when compared to other types of possible site plan revisions.

ITEMS FOR CONSIDERATION:

Code Matter(s):

"17.25.050 Generally applicable provisions. All development projects within any residential zone shall conform to the following general requirements:

L. Clubhouse and Swimming Pool. All multifamily developments in the MF1 and MF2 zones shall include a swimming pool in addition to the clubhouse. The approval authority of a preliminary plat or site plan may consider and approve alternatives to these improvements if the improvements are considered comparable or equivalent in cost and in benefit to the future residents. For this determination they should consider the size of units, the type of units, the proximity to other

recreational amenities, and any unique attributes of the property.

1. Clubhouse or Community Center. A clubhouse facility that is centrally located in the development is intended to provide a recreational and social amenity to residents. Clubhouses or community centers shall be a minimum of 1,500 square feet (not including leasing office area) and accommodate at least seven and one-half square feet of clubhouse area per residential unit being served by the clubhouse. Developments may provide multiple clubhouses to fulfill this requirement. The clubhouse does not count towards fulfilling the amenity requirements found in Chapter 16.35 EMMC.

a. Clubhouse Improvements and Completion. Clubhouses shall include food serving facilities, large gathering areas suited to community meetings and events, restroom facilities, and amenities that may include exercise equipment, multimedia equipment, facilities to accommodate the arts, indoor recreation (basketball, volleyball, etc.), or upgraded food preparation or service facilities. The clubhouse shall be adjacent to the pool....

...

2. Swimming Pool. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. The pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool [Staff - based on plat C, this would equate to 128 sq. ft. of pool area]...."

Comments:

Assessment of the Applicant's proposal relegates the City to subjectively assessing, generally, whether the cost and demand for the proposed 600 sq. ft. gym, covered outdoor patio and corn hole courts [in the grass by the clubhouse, under the patio cover, in the clubhouse add-on?] would offset the cost and appeal of a pool. The Applicant indicates they surveyed their residents (see attachment) to ascertain the desirability of a pool vs. other amenities they desire.

The pool would expectedly cost more to construct and maintain (e.g., pool deck, board, ladder, furniture, insurance, fencing, keyed gate, etc.) than a 600 sq. ft., inset gym. Further, the pool would only have seasonal availability — but may be more universally accessible or desirable than a gym (which has a more limited target user group but its own initial fixed expenses — especially equipment). A gym would likely be a lesser long-term maintenance expense. It should be noted that the code requirement to have some of the gym features in the clubhouse (noted above) may be [somewhat] redundant with what the Applicant proposes.

The space to be devoted to the proposed substitute amenities would roughly be the same as, or less than, that required for the pool per code. The Applicant notes in their narrative that they already have [separate] plans for "a large playground and pickleball court" on Parcel D.

Other than a couple of minor plan correction items cited by Public Works Staff, outside departments had no comments respecting the proposed pool conversion. Site plan standards stemming from EMMC 17.100 are not germane to this matter, the clubhouse being separately evaluated through plan review.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning and Zoning Commission, at its September 23, 2025 public hearing, voted to recommend denial of the requested amenity exchange. The Commission cited concerns regarding setting of precedent and that the proposal was not compelling enough to elicit a positive recommendation.

ATTACHMENTS:

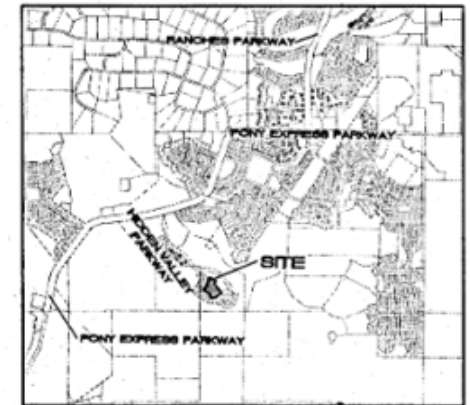
1. Vicinity Map - Plat
2. Vicinity Map - High Level
3. Vicinity Map - Low Level
4. Justification Narrative
5. Resident Amenity Survey
6. Cadence Homes Clubhouse

Vicinity Map Plat

HIDDEN HOLLOW PHASE C PLAT 5

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, EAGLE MOUNTAIN, UTAH

Site



VICINITY MAP



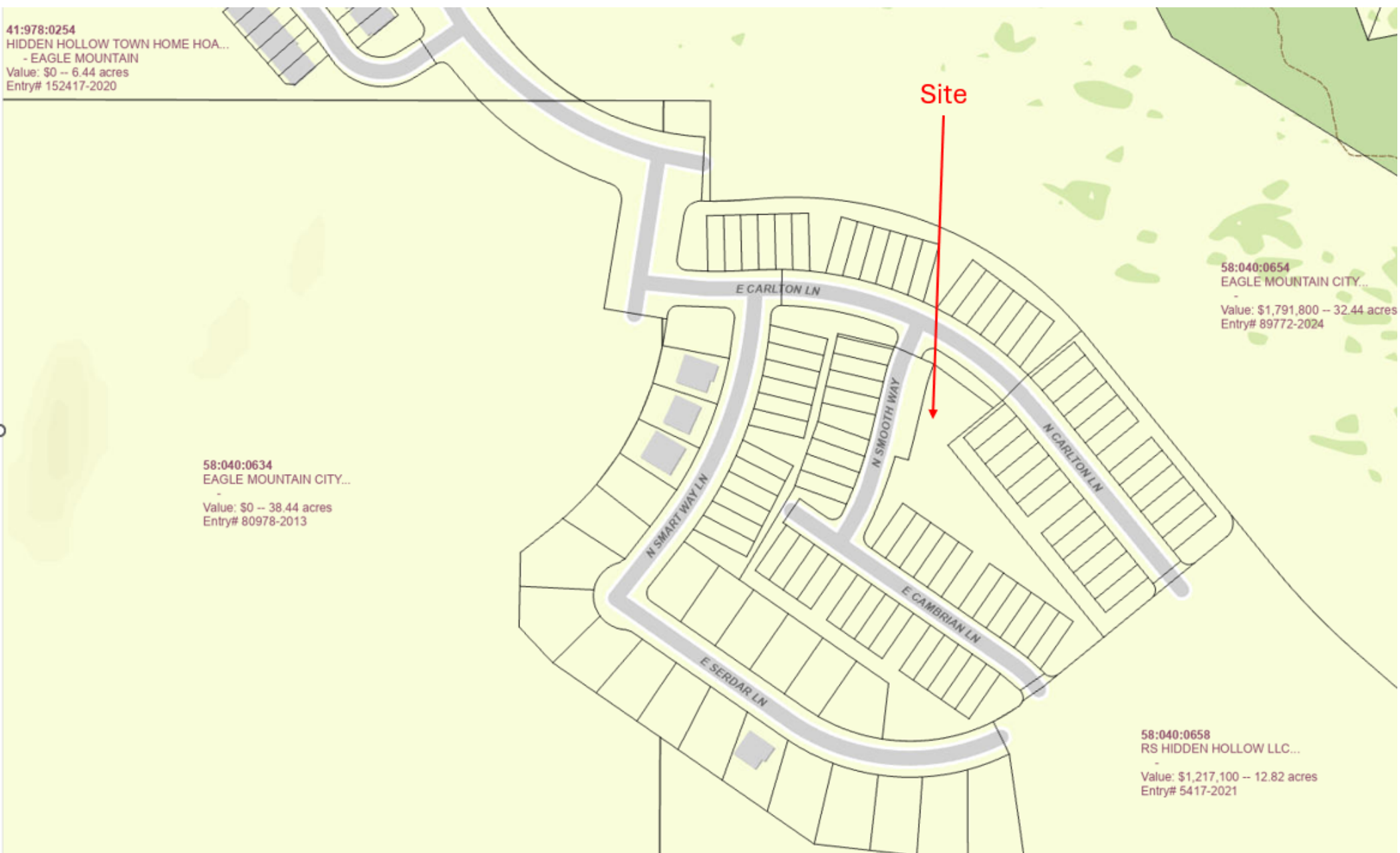
and all
private rights-
of way



SCALE: 1" = 50'

LAND USE	
ACREAGE:	3.86 acres
ACREAGE IN LOTS:	1.55 acres
AVERAGE LOT SIZE:	2,118 sq.ft.
ACREAGE IN ROADS:	0.78 acres
TOTAL LOTS:	32 LOTS
UNIT DENSITY:	8.3 UNITS PER ACRE

Vicinity Map Zoom

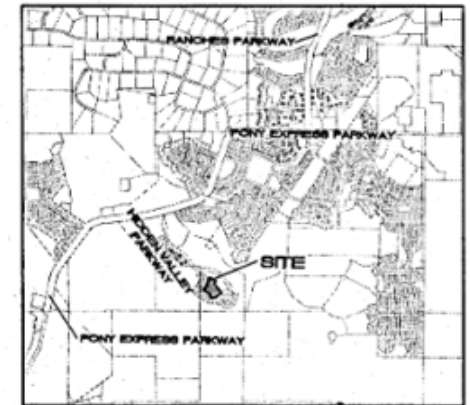


Vicinity Map Plat

HIDDEN HOLLOW PHASE C PLAT 5

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, EAGLE MOUNTAIN, UTAH

Site



VICINITY MAP



and all
private rights-
of way



SCALE: 1" = 50'

LAND USE	
ACREAGE:	3.86 acres
ACREAGE IN LOTS:	1.55 acres
AVERAGE LOT SIZE:	2,118 sq.ft.
ACREAGE IN ROADS:	0.78 acres
TOTAL LOTS:	32 LOTS
UNIT DENSITY:	6.3 UNITS PER ACRE

To the City of Eagle Mountain,

Thank you for taking the time to review our request to make adjustments to the amenity at the Hidden Hollow Community. As you know, the city requires all multifamily developments to include a clubhouse and a swimming pool per code 17.25.050. Included in this code is the ability to approve alternatives that are “considered comparable or equivalent in cost and benefit” to the residents and future residents of the community. We would like to request an alternative to a swimming pool and instead construct a gym, additional outdoor uses, and a covered patio as part of the clubhouse.

A few reasons we suggest an alternative to a swimming pool include:

- The community experiences a lot of wind and the landscape surrounding the community is dry and dusty, which combined with the wind will result in increased maintenance costs for the HOA
- Seasonality of pool operations would allow it to be accessible for only a few months of the year (typically Memorial Day to Labor Day)
- Community feedback suggests other uses instead of pool
- Want to maintain HOA fees

As we thought about alternatives to a swimming pool, we wanted to find something that would allow residents the ability to use the amenity throughout the entire year. We decided a survey of the current residents in the community would give us a good idea of what will be used. The survey showed most respondents requesting a larger playground, with other respondents asking for a larger clubhouse and gathering space, additional pickleball courts, and a basketball court. Our currently approved amenity does include a large playground and pickleball court which will be constructed with the amenity and open space known as “Parcel D” on Plat 5. A follow-up question asked for additional ideas and a gym was the most frequent suggestion with other suggestions including a splash pad and outdoor games area. The survey results showed the most interest in more gathering space and a gym.

This led us to our current proposal of a 600 sf gym, a covered patio and grill attached to the clubhouse, and cornhole courts. The gym will include machines, free weights, and a yoga/stretching area. The covered patio will include tables, a grill, and storage accessible by residents. We feel that including each of these provides amenities to the residents that can be used year round and accommodate all residents and future residents.

One of the stipulations for the city code is the alternative must be “considered comparable or equivalent in cost and benefit.” With this in mind, we asked a pool contractor to give us a quote on the pool which came back between \$150,000 and \$175,000. We also asked for

bids on the gym, covered patio and grill, and cornhole courts. The total of these estimates came back between \$145,000 and \$167,000.

For the above reasons, we request the city consider and approve our proposed alternative amenities to the Hidden Hollow community. By approving this proposal we will provide the residents with amenities to their community that can be used year round and accommodate any resident who lives in the community now or in the future.

Out of these options what would you prefer? Any other Ideas?

A larger and more modern playground	I would rather the cam fee not go up. I don't care about any of those.
Additional pickleball courts	a pool
A larger and more modern playground	Gym
A larger and more modern playground	A workout room with exercise equipment
Additional pickleball courts	
Additional pickleball courts	
A larger and more modern playground	
A full basketball court	Private fenced areas between units and patios on all units back areas, and grass restored would be bigger than my other votes.
A larger and more modern playground	I would honestly prefer a gym. Gym memberships are getting increasingly more expensive with constant rate raises, and for those who prefer a not-so-people entailed gym experience, home gyms are just so expensive. Having a gym here at our complex increases not only my motivation to go, but I'm sure various others would as well. Especially since I am sure there are various small families with kids in our community, the convenience this gym would have on working parents would be fantastic for many who don't have time in their schedule to go to any regular gym, but would if it was this close to home.
Additional pickleball courts	A gym
A bigger clubhouse with more rentable space for gatherings	
A full basketball court	
A larger and more modern playground	
A bigger clubhouse with more rentable space for gatherings	I think a fair size gym would be great. Eagle Mountain and Saratoga Springs has very few gyms that are already extremely over crowded.
A larger and more modern playground	Gym for working out
A larger and more modern playground	I'd consider putting in bocce ball courts, cornhole, or horseshoe pits. Just don't do any outdoor exercise items. No one ever uses them for the intended purpose and kids just end up playing on them.
A larger and more modern playground	Dog run/ dog park
Additional pickleball courts	
A larger and more modern playground	If the pool appeal fails, maybe building one indoors? That way it won't require a ton of clean up?
A larger and more modern playground	Is indoor or sheltered pool an option? I don't see a point of requiring a pool if it can only be used 3 months out of the year.
A larger and more modern playground	Indoor Pool
A larger and more modern playground	A gym.
A bigger clubhouse with more rentable space for gatherings	

A bigger clubhouse with more rentable space for gatherings
Honestly, a pool would be awesome. I know the maintenance might be more involved, but during the summer months it would be ideal for my wife and kids to just walk to the club house and take a dip.

A larger and more modern playground
Some sort of water "attraction" would be nice with the amount of kids that are around, so maybe an area that could be a splash pad?

A full basketball court
all/any of the above

A full basketball court

A larger and more modern playground
A small splash pad would be good. Or a bigger clubhouse with a better gym space.

A larger and more modern playground

Additional pickleball courts

NO POOL!!

A gym or upgraded equipment

A larger and more modern playground

A pool all the residents will enjoy. Utah is hot. Or even a splash pad.

A larger and more modern playground

A larger and more modern playground

A splash pad to go with the playground

A larger and more modern playground

A larger and more modern playground

A larger and more modern playground

Restaurant with plastic toys that work for kids

A bigger clubhouse with more rentable space for gatherings

A full basketball court

Pool

A full basketball court

A bigger clubhouse with more rentable space for gatherings

A bigger clubhouse with more rentable space for gatherings

Pool

A larger and more modern playground

Or a nice club house

A larger and more modern playground

Additional pickleball courts



GENERAL SITE NOTES

- A. ALL FINISH GRADING TO SLOPE AWAY FROM PROPOSED STRUCTURES AT MIN 5% SLOPE FOR AT LEAST 10'-0" ON ALL SIDES OF STRUCTURES.
- B. DRAINAGE PATTERN OF FINISHED GRADING SHALL NOT DRAIN ONTO ANY ADJACENT PROPERTIES.
- C. CONTRACTOR TO PRESERVE AS MUCH OF THE NATURAL VEGETATION ON SITE AS POSSIBLE & CONFORM TO ALL NATURAL VEGETATION
- D. DUST, MUD, & EROSION SHALL BE CONTROLLED BY WHATEVER MEANS NECESSARY, AND THE ROADWAY SHALL BE KEPT FREE OF MATERIALS AND DEBRIS AT ALL TIMES.
- E. PROVIDE GAS LINE AS SHOWN. COORDINATE FINAL SIZES.

CADENCE
HOMES

2801 N. THANKSGIVING WAY
STE. #100
LEHI, UTAH 84043
BUS: 801.766.0503
FAX: 801.410.1565
RYAN@CADENCEHOMES.COM

CADENCE HOMES - CLUBHOUSE

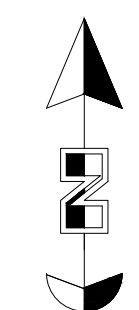
UTAH
EAGLE MOUNTAIN
N CARLTON LN
HIDDEN HOLLOW

PLOT SCALE:
1"=20'-0"
DATE: 09.02.25
JOB: TOWN-HOA
0536
RM

ISSUES/REVISIONS:	DATE:

SITE
PLAN

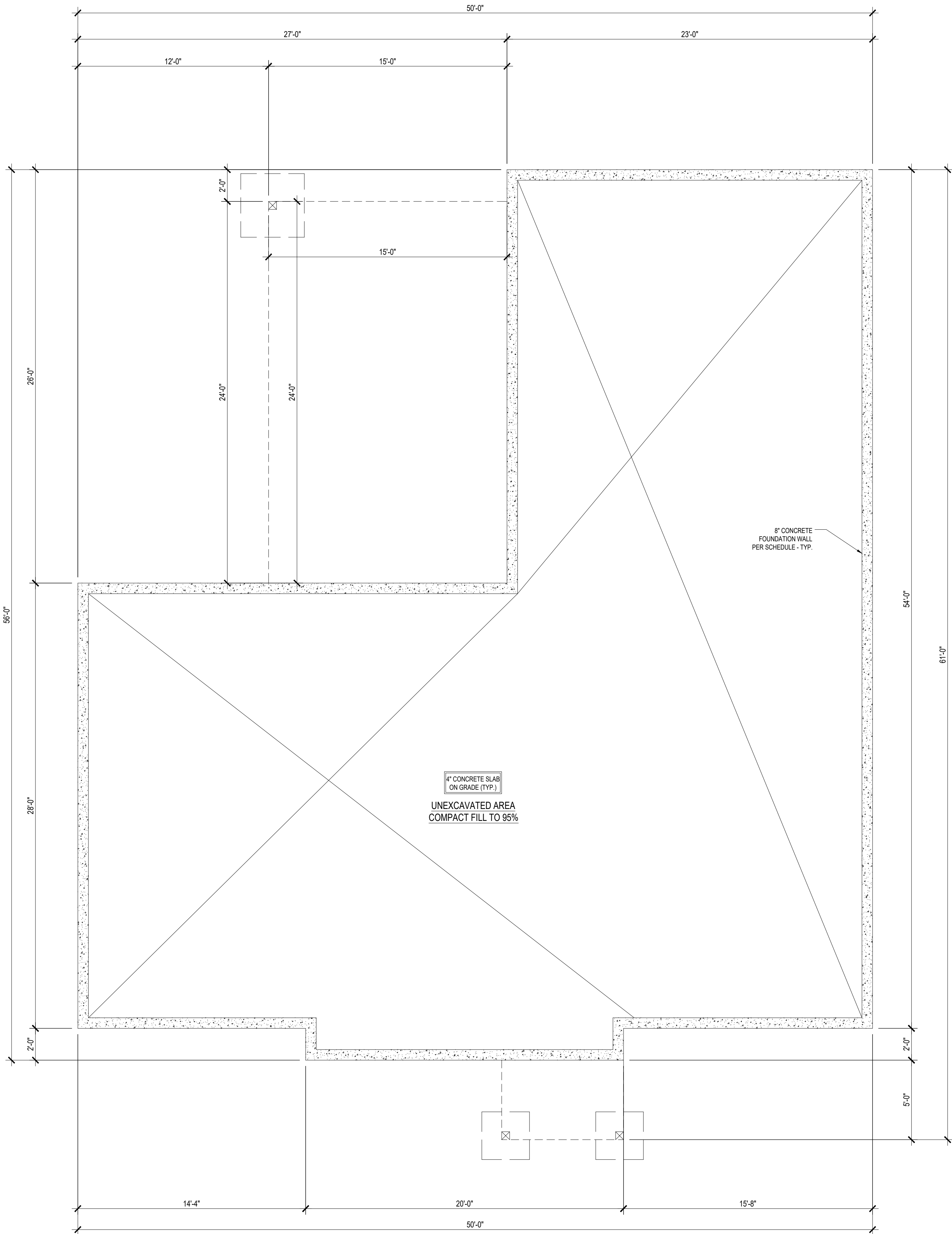
G002



A
G002

SITE PLAN

SCALE: 1" = 20'-0"



STRUCTURAL NOTES

- PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
- REFER TO SHEET SD-0 FOR GENERAL STRUCTURAL NOTES.
- ROOF SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNLT2LS#8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
- FLOOR SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNLT2LS#8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
- EXTERIOR STUD WALLS TO BE 2X6 @ 16" O.C. U.N.O. GARAGE WALLS MAY BE 2X4 @ 16" O.C. UP TO 10'-0" TALL U.N.O.
- USE (14) 16d NAILS BETWEEN TOP PLATE SPLICE POINTS, 4'-0" LAP SPLICE (MIN)
- INSTALL ALL SIMPSON HARDWARE PER MANUFACTURER SPECS.
- HOLD DOWNS SHALL BE INSTALLED ON (2) FULL HEIGHT KING STUDS (MIN)
- FLOOR JOISTS TO BE 14" FLOOR RUSSIES BY OTHERS.
- ROOF RAFTERS TO BE 2X8 DF-L#2 @ 24" O.C. U.N.O.
- PROVIDE 2X SQUASH BLOCKING AT FLOOR FRAMING TO MATCH DIMENSIONS OF POST ABOVE.
- ALL DETAILS SHALL APPLY AT ALL SIMILAR SITUATIONS.
- IF SUSPENDED PORCH SLAB EXCEEDS 6" THICKNESS, PROVIDE #4 BARS @ 18" O.C. 1/2" FROM TOP OF SLAB IN ADDITION TO BOTTOM STEEL AS NOTED ON PLANS.
- ALL LUMBER NOT PERMANENTLY PROTECTED FROM THE ELEMENTS SHALL BE PRESERVATIVE TREATED OR OF A DECAY RESISTANT SPECIES. CONTACT LEI ENGINEERING AND SURVEYORS, INC. IF A DIFFERENT SPECIES IS TO BE USED.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	DUPLEX OUTLET (GROUNDED)
	WEATHER PROTECTED GFCI DUPLEX OUTLET
	WALL MOUNTED FIXTURE
	GROUND FAULT CIRCUIT INTERRUPTER
	ARC FAULT CIRCUIT INTERRUPTER
	220 V OUTLET
	FAN
	SMOKE DETECTOR WIRED IN SERIES W/ CO2 DETECTOR
	SWITCH, 3 WAY SWITCH, 4 WAY SWITCH
	PENDANT LIGHT FIXTURE
	RECESSED LIGHT
	CEILING FIXTURE
	PULL CHORD INCANDESCENT
	CEILING FAN

- OWNER IS TO DETERMINE ALL LOCATION OF OUTLETS AND SWITCHES
 - FINISH MATERIAL PER OWNER
 - ALL ELECTRICAL ON THIS SHEET IS SCHEMATIC FOR PERMIT PURPOSES ACTUAL LOCATIONS AND AMOUNT IS PER OWNER
 - ALL ELECTRICAL WORK IS DESIGN BUILD AND IS TO MEET ALL CURRENT CODE REQUIREMENTS
- SEE GENERAL NOTES ON SHEET G002 FOR ADDITIONAL REQUIREMENTS
 - EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACES OF FOUNDATION WALLS AND FROM ROUGH FRAMING. DIMENSIONS PRECLUDE SHEATHING, STONE AND BRICK.
 - ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
 - INTERIOR STUD WALL TO BE 3 1/2" (2X4 FRAMING @ 16" O.C.) , UNLESS OTHERWISE NOTED.
 - EXTERIOR STUD WALL & PLUMBING WALLS TO BE 5 1/2" (2X6 FRAMING @ 16" O.C.) , UNLESS OTHERWISE NOTED.
 - GENERAL CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
 - SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS. INCLUDING FOUNDATION WALL SPECIFICATIONS, SHEARWALL AND HOLDDOWN REQUIREMENTS.

FOOTINGS AND FOUNDATIONS, EXCAVATIONS, GRADING AND FILL SHALL COMPLY WITH THE PROVISIONS OF THE GEOTECHNICAL REPORT.

FOUNDATION WALL SCHEDULE

MAX HEIGHT	REINFORCEMENT
3' FOUNDATION WALL	#4 BARS @ 24" O.C. VERT. (3) #4 BARS HORIZ.
8' FOUNDATION WALL (BRACED @ T.O.W.)	#4 BARS @ 24" O.C. VERT. (6) #4 BARS HORIZ.
9' FOUNDATION WALL (BRACED @ T.O.W.)	#4 BARS @ 16" O.C. VERT. (7) #4 BARS HORIZ.

- NOTES:
- USE 1/2" DIAMETER x 7" EMBEDMENT ANCHOR BOLTS @ 32" O.C. W/ 3"x3"x1/2" (0.225") PLATE WASHERS AT ALL EXTERIOR AND SHEAR WALLS U.N.O. (EDGE OF PLATE WASHER TO BE LOCATED WITHIN 1/2" OF SHEATHED EDGE OF SILL PLATE).
 - FC=3,000 PSI; FY=60,000 PSI. NO SPECIAL INSPECTION REQUIRED.
 - PLACE (1) #4 BAR BELOW AND ON EACH SIDE OF EACH OPENING AND (2) #4 BARS ABOVE EACH OPENING. BARS SHALL BE PLACED WITHIN 2" OF THE OPENINGS AND EXTEND 24" BEYOND THE EDGE OF THE OPENING. VERTICAL BARS MAY TERMINATE 3" FROM THE TOP OF THE CONCRETE. OPENING REINFORCEMENT IS IN ADDITION TO STANDARD WALL REINFORCEMENT.
 - TOP AND BOTTOM BARS SHALL BE WITHIN 4" OF THE TOP AND BOTTOM OF THE WALL.
 - PLACE REINFORCEMENT IN THE CENTER OF THE WALL U.N.O.

FOOTING SCHEDULE

DESIG.	LENGTH	WIDTH	DEPTH	LENGTHWISE REINFORCEMENT			CROSSWISE REINFORCEMENT			CAPACITY	NOTE
				QTY./SIZE	LENGTH	SPACING	QTY./SIZE	LENGTH	SPACING		
FT1 CONT.	20"	10"	2	#4	CONT.	EQ.	-	-	-	2500 PLF	
FT2 CONT.	18"	10"	2	#4	CONT.	EQ.	-	-	-	2250 PLF	SEE DETAIL 19/SD.1
FT3	24"	24"	3	#4	18"	EQ.	3	#4	18"	EQ.	6000 LBS
FT4	30"	30"	4	#4	24"	EQ.	3	#4	24"	EQ.	9375 LBS
FT5	36"	36"	4	#4	30"	EQ.	4	#4	30"	EQ.	13500 LBS
FT6	42"	42"	4	#4	36"	EQ.	4	#4	36"	EQ.	18375 LBS
FT7	48"	48"	5	#4	42"	EQ.	5	#4	42"	EQ.	24000 LBS

- NOTES:
- FC=2,500 PSI; FY=60,000 PSI. NO SPECIAL INSPECTION REQUIRED.
 - FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE SOILS OR STRUCTURAL COMPACTED FILL (95% COMPACTION), SPECIFIED AND TESTED BY A REGISTERED GEOTECHNICAL ENGINEER.
 - ALL FOOTINGS SHALL BEAR BELOW THE FIRST LINE OF THE LOCALITY (30" U.N.O.) PROVIDE 12" DIAMETER SONO-TUBE AT EXTERIOR SPOT FOOTINGS PER DETAIL 20/SD.1
 - PROVIDE 3 BARS TO MATCH VERTICAL FOUNDATION WALL REINFORCEMENT WITH 24" MINIMUM LAP SPLICE INTO FOUNDATION WALL.
 - CENTER FOOTING UNDER FOUNDATION WALL U.N.O.

HOLDOWN SCHEDULE

SYMBOL	HOLDOWN/STRAP
	STHD10/10RJ HOLDOWN SEE DETAIL 15/SD.1

FLOOR PLAN GENERAL NOTES:

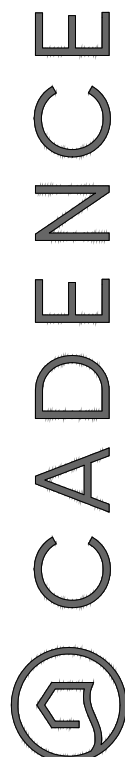
- SEE GENERAL NOTES ON SHEET G002 FOR ADDITIONAL REQUIREMENTS
- EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACES OF FOUNDATION WALLS AND FROM ROUGH FRAMING. DIMENSIONS PRECLUDE SHEATHING, STONE AND BRICK.
- ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
- INTERIOR STUD WALL TO BE 3 1/2" (2X4 FRAMING @ 16" O.C.) , UNLESS OTHERWISE NOTED.
- EXTERIOR STUD WALL & PLUMBING WALLS TO BE 5 1/2" (2X6 FRAMING @ 16" O.C.) , UNLESS OTHERWISE NOTED.
- GENERAL CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
- SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS. INCLUDING FOUNDATION WALL SPECIFICATIONS, SHEARWALL AND HOLDDOWN REQUIREMENTS.

FLOOR PLAN KEY NOTES:

- FLOOR DRAIN. COORDINATE WITH PLUMBING CONTRACTOR.
- SEISMIC STRAPS FOR WATER HEATER AS REQUIRED. STRAPS SIZED AS PER IRC P2801.2
- MILLWORK COUNTER/CABINETS, COORDINATE STYLE AND FINISH WITH OWNER.
- INSTALL ROD AND SHELF OR CLOSET ORGANIZER SYSTEM. OWNER TO SELECT CONFIGURATION.
- RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTS PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
- WALL LINE ABOVE/BELOW.
- PROVIDE 5/8" TYPE X GYPSUM BOARD FOR 1 HOUR FIRE RATING TAPED AT SEPARATION WALLS AND CEILING BETWEEN HOUSE AND GARAGE AS REQUIRED BY IRC.
- 22X30 ATTIC ACCESS.
- PROVIDE MECHANICAL & ELECTRICAL ACCESS PANEL TO JETTED TUB AS REQUIRED BY MANUFACTURER.
- STRUCTURAL COLUMN. SEE STRUCTURAL.
- WALK-IN SHOWER. GLASS TO BE TEMPERED PER IRC.
- PROVIDE HOOD ABOVE STOVE. COORDINATE WITH MECHANICAL & OWNER FOR STYLE & REQUIREMENTS.
- PRE-MANUFACTURED WINDOW WELL. SEE 9/A501 FOR DETAILS.
- PROVIDE DRAINAGE PAN FOR WASHER.
- PROVIDE VENTILATION FOR DRYER PER IRC.
- COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
- CONCRETE STOOP.
- MECHANICAL EQUIPMENT TO RUN IN SHAFT TO ROOF.
- OPTIONAL FEATURES. VERIFY WITH OWNER.
- PROVIDE 5/8" TYPE X GYPSUM BOARD ANYWHERE STAIRS ARE ACCESSED FROM BELOW.
- DOOR TO BE 20 MIN. FIRE RATED OR BETTER. R309.2
- SLOPE GARAGE FLOOR TO FRONT OF GARAGE @ 2% SLOPE MIN. OR TO F.D. COORDINATE WITH CONTRACTOR.
- WHITEWATER WHIRLPOOL. JETTED TUB.
- COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
- FRAME WALL FOR FUTURE REMOVAL.
- PAINTED HALF WALL WITH WOOD CAP. VERIFY WITH CONTRACTOR.
- FIREPLACE (GAS, ELECTRIC, WOOD) VERIFY DESIGN WITH CONTRACTOR.
- 12" FURR DOWN @ CEILING FOR MECHANICAL. COORDINATE FINAL DESIGN WITH MECHANICAL CONTRACTOR.

FOUNDATION FLOOR PLAN

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



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CADENCE HOMES - CLUBHOUSE
UTAH
EAGLE MOUNTAIN
N CARLTON LN
HIDDEN HOLLOW

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

DATE: 09.02.25

JOB: TOWN-HOA

0536

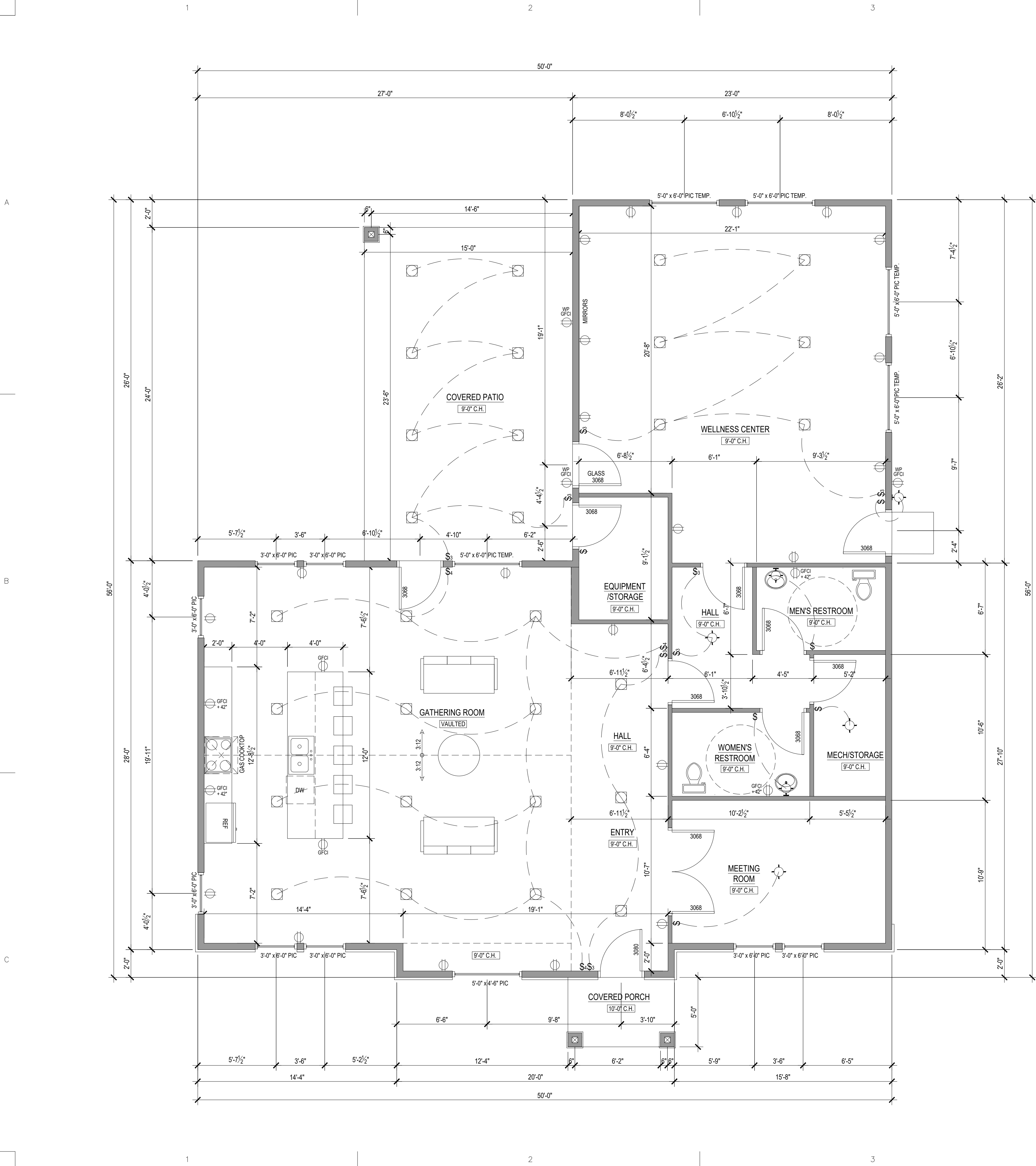
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ISSUES/REVISIONS:

DATE:

FOUNDATION FLOOR PLAN

A100



STRUCTURAL NOTES

- PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
- REFER TO SHEET SD.0 FOR GENERAL STRUCTURAL NOTES.
- ROOF SHEATHING TO BE APA RATED 7/16" OSB OR CDX PLYWOOD WITH 8d NAILS @ 6" O.C. EDGE, 12" O.C. FIELD.
- FLOOR SHEATHING TO BE APA RATED 3/4" T&G W/ 10d NAILS OR SIMPSON WSNLT2LS#8 WOOD SCREWS @ 6" O.C. EDGES, 12" O.C. FIELD.
- EXTERIOR STUD WALLS TO BE 2X6 @ 16" O.C. U.N.O. GARAGE WALLS MAY BE 2X4 @ 16" O.C. UP TO 10'-0" TALL U.N.O.
- USE (14) 16d NAILS BETWEEN TOP PLATE SPLICE POINTS, 4'-0" LAP SPLICE (MIN)
- INSTALL ALL SIMPSON HARDWARE PER MANUFACTURES SPECS.
- HOLD DOWNS SHALL BE INSTALLED ON (2) FULL HEIGHT KING STUDS (MIN)
- FLOOR JOISTS TO BE 14" FLOOR TRUSSES BY OTHERS.
- ROOF RAFTERS TO BE 2X8 DF-L#2 @ 24" O.C. U.N.O.
- PROVIDE 2X SQUASH BLOCKING AT FLOOR FRAMING TO MATCH DIMENSIONS OF POST ABOVE.
- ALL DETAILS SHALL APPLY AT ALL SIMILAR SITUATIONS.
- IF SUSPENDED PORCH SLAB EXCEEDS 6" THICKNESS, PROVIDE #4 BARS @ 18" O.C. 1 1/2" FROM TOP OF SLAB IN ADDITION TO BOTTOM STEEL AS NOTED ON PLANS.
- ALL LUMBER NOT PERMANENTLY PROTECTED FROM THE ELEMENTS SHALL BE PRESERVATIVE TREATED OR OF A DECAY RESISTANT SPECIES. CONTACT LEI ENGINEERING AND SURVEYORS, INC. IF A DIFFERENT SPECIES IS TO BE USED.

HOLDOWN SCHEDULE

SYMBOL	HOLDOWN/STRAP
■	STDH10/10RJ HOLDOWN SEE DETAIL 15/SD.1

FLOOR PLAN GENERAL NOTES:

- SEE GENERAL NOTES ON SHEET G002 FOR ADDITIONAL REQUIREMENTS.
- EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACES OF FOUNDATION WALLS AND FROM ROUGH FRAMING. DIMENSIONS PRECLUDE SHEATHING, STONE AND BRICK.
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- GENERAL CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
- SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS. INCLUDING FOUNDATION WALL SPECIFICATIONS, SHEARWALL AND HOLDOWN REQUIREMENTS.

FLOOR PLAN KEY NOTES:

- FLOOR DRAIN, COORDINATE WITH PLUMBING CONTRACTOR.
- SEISMIC STRAPS FOR WATER HEATER AS REQUIRED. STRAPS SIZED AS PER IRC P2801.2
- MILLWORK COUNTER/CABINETS, COORDINATE STYLE AND FINISH WITH OWNER.
- INSTALL ROD AND SHELF OR CLOSET ORGANIZER SYSTEM. OWNER TO SELECT CONFIGURATION.
- RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTS PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
- WALL LINE ABOVE/BELOW.
- PROVIDE 5/8" TYPE X GYPSUM BOARD FOR 1 HOUR FIRE RATING TAPED AT SEPARATION WALLS AND CEILING BETWEEN HOUSE AND GARAGE AS REQUIRED BY IRC.
- 22X30 ATTIC ACCESS.
- PROVIDE MECHANICAL & ELECTRICAL ACCESS PANEL TO JETTED TUB AS REQUIRED BY MANUFACTURER.
- STRUCTURAL COLUMN, SEE STRUCTURAL.
- WALK-IN SHOWER, GLASS TO BE TEMPERED PER IRC.
- PROVIDE HOOD ABOVE STOVE. COORDINATE WITH MECHANICAL & OWNER FOR STYLE & REQUIREMENTS.
- PRE-MANUFACTURED WINDOW WELL. SEE 9/A501 FOR DETAILS.
- PROVIDE DRAINAGE PAN FOR WASHER.
- PROVIDE VENTILATION FOR DRYER PER IRC.
- COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
- CONCRETE STOOP.
- MECHANICAL EQUIPMENT TO RUN IN SHAFT TO ROOF.
- OPTIONAL FEATURES. VERIFY WITH OWNER.
- PROVIDE 5/8" TYPE X GYPSUM BOARD ANYWHERE STAIRS ARE ACCESSED FROM BELOW.
- DOOR TO BE 20 MIN. FIRE RATED OR BETTER. R309.2
- SLOPE GARAGE FLOOR TO FRONT OF GARAGE @ 2% SLOPE MIN. OR TO F.D. COORDINATE WITH CONTRACTOR.
- WHITEWATER WHIRLPOOL, JETTED TUB.
- COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
- FRAME WALL FOR FUTURE REMOVAL.
- PAINTED HALF WALL WITH WOOD CAP. VERIFY WITH CONTRACTOR.
- FIREPLACE (GAS, ELECTRIC, WOOD) VERIFY DESIGN WITH CONTRACTOR.
- 12" FURR DOWN @ CEILING FOR MECHANICAL. COORDINATE FINAL DESIGN WITH MECHANICAL CONTRACTOR.

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
⊕	DUPLEX OUTLET (GROUNDED)
⊕WP	WEATHER PROTECTED GFCI DUPLEX OUTLET
⊕W	WALL MOUNTED FIXTURE
⊕GFI	GROUND FAULT CIRCUIT INTERRUPTER
⊕AFI	ARC FAULT CIRCUIT INTERRUPTER
⊕V	220 v OUTLET
⊕F	FAN
⊕M-22	SMOKE DETECTOR WIRED IN SERIES W/ CO2 DETECTOR
\$ S	SWITCH, 3 WAY SWITCH, 4 WAY SWITCH
⊕X	PENDANT LIGHT FIXTURE
⊕R	RECESSED LIGHT
⊕C	CEILING FIXTURE
⊕PC	PULL CHORD INCANDESCENT
⊕FAN	CEILING FAN

- OWNER IS TO DETERMINE ALL LOCATION OF OUTLETS AND SWITCHES
- FINISH MATERIAL PER OWNER
- ALL ELECTRICAL ON THIS SHEET IS SCHEMATIC FOR PERMIT PURPOSES ACTUAL LOCATIONS AND AMOUNT IS PER OWNER
- ALL ELECTRICAL WORK IS DESIGN BUILD AND IS TO MEET ALL CURRENT CODE REQUIREMENTS

SHEAR WALL SCHEDULE

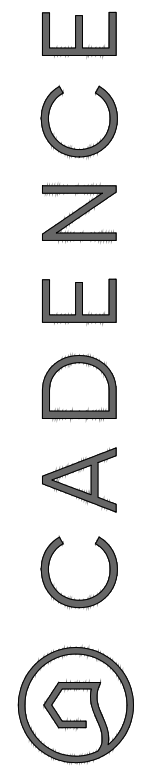
DESIG.	MATERIAL	8d NAILS		1 1/2" 16 GAGE STAPLES		CAPACITY		NOTE
		EDGE	FIELD	EDGE	FIELD	WIND	SEISMIC	
1	7/16" OSB OR CDX PLYWOOD	6"	12"	3 1/2"	12"	360	260	2.5
2	7/16" OSB OR CDX PLYWOOD	4"	12"	2" 8	12"	530	350	2.5
3	7/16" OSB OR CDX PLYWOOD	3"	12"	-	-	685	490	2.5.8
4	7/16" OSB OR CDX PLYWOOD	2"	12"	-	-	895	640	2.5.8
5	1/2" SHEET ROCK OR BETTER	6"	12"	-	-	90	90	7
6	1/2" SHEET ROCK	4"	12"	-	-	155	155	7

- NOTES:
- WALL STUDS ARE TO BE SPACED AT 16" O.C. U.N.O.
 - SHEATH ABOVE AND BELOW OPENINGS IN PERFORATED SHEAR WALLS AS PER THE ADJACENT SHEAR WALL DESIGNATION ON EACH SIDE OF THE OPENING.
 - USE (2) KING STUDS AT EACH END OF SHEAR PANELS (SHEAR WALL CHORDS) U.N.O.
 - ALL PANEL EDGES SHALL BE BLOCKED WITH 2x OR WIDER FRAMING WITH EDGE NAILING AT ALL SUPPORTS AND PANEL EDGES U.N.O.
 - WHERE PANELS ARE APPLIED ON BOTH FACES OF A WALL AND NAIL SPACING IS LESS THAN 6" O.C. ON EITHER SIDE, PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS.
 - FRAMING AT ADJOINING PANEL EDGES AND SILL PLATES SHALL BE 3x OR WIDER FOR EDGE NAILING 3" O.C. OR LESS. NAILS AT ADJOINING PANEL EDGES AND INTO SILL PLATES SHALL BE STAGGERED. (DOUBLE 2x FRAMING STITCH-NAILED WITH STAGGERED 16d NAILS WITH SPACING EQUAL TO THE SHEAR WALL EDGE NAILING IS AN ADEQUATE SUBSTITUTE FOR 3x FRAMING.)
 - FASTENERS FOR SHEET ROCK SHEARWALLS SHALL BE NO. 6 TYPE S OR W DRYWALL SCREWS 1 1/2" LONG IN LIEU OF 8d NAILS.

MAIN FLOOR PLAN

2,038 S.F.

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



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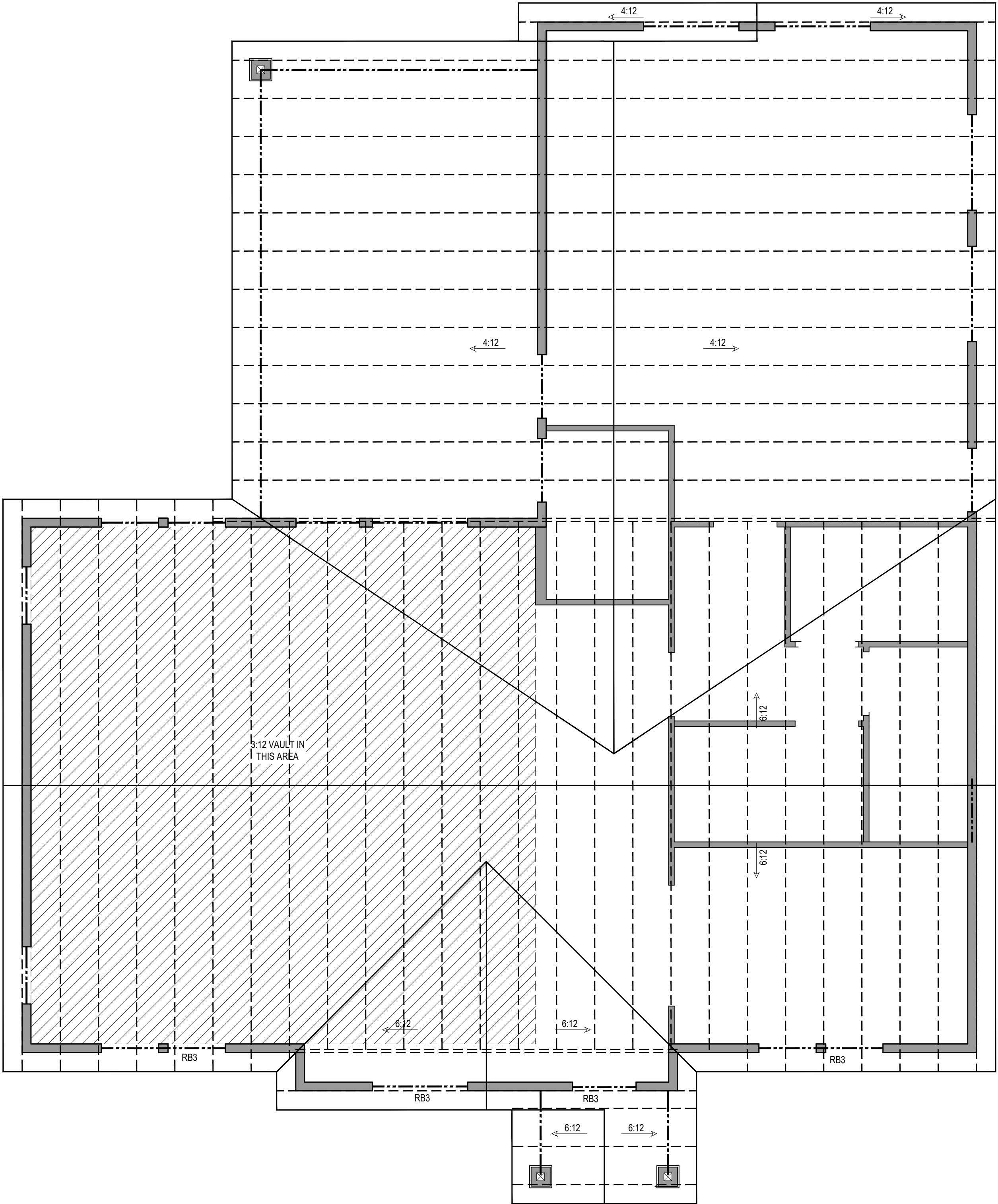
CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN
UTAH
N CARLTON LN
HIDDEN HOLLOW

PLOT SCALE: 1/4"=1'-0"
DATE: 09.02.25
JOB: TOWN-HOA
0536
RM

ISSUES/REVISIONS: DATE:

MAIN FLOOR PLAN

A101



STRUCTURAL NOTES:

- A. PLANS ARE NOT COMPLETE WITHOUT STRUCTURAL CALCULATIONS.
B. REFER TO SHEET SD.0 FOR GENERAL STRUCTURAL NOTES.
C. ROOF SHEATHING TO BE APA RATED 7/16\"/>

POST SCHEDULE ^(P#)

DESIG.	POST SIZE
P1	(1) 2x
P2	(2) 2x
P3	(3) 2x
P4	(4) 2x
P5	(5) 2x
P6	4x4
P7	6x6
P8	3½"x5½" PARALLAM POST
P9	5½"x5½" PARALLAM POST

- NOTES: 1. POSTS INDICATE NUMBER OF TRIMMER STUDS WHEN SPECIFIED AT HEADERS. ALL OTHER POST DESIGNATIONS REFER TO FULL HEIGHT KING STUDS U.N.O.
2. INSTALL (1) TRIMMER AND (1) KING STUD EACH SIDE OF EACH OPENING U.N.O.
3. INSTALL (2) TRIMMER STUDS AT EACH SIDE OF OPENINGS GREATER THAN 6'-0" WIDE U.N.O.
4. INSTALL (2) KING STUDS EACH SIDE OF OPENINGS GREATER THAN 6'-0" WIDE U.N.O.
5. 2x BUILT-UP POSTS SHALL BE THE SAME WIDTH OF THE WALL IN WHICH THEY ARE FRAMED U.N.O.
6. NAIL EACH PLY OF 2x BUILT-UP POSTS W/ 16d NAILS @ 6" O.C. STAGGERED U.N.O.
7. POSTS THAT ARE NOT FRAMED WITHIN A STUD WALL SHALL BE BRACED WITH BC OR AC POST CAP AND PB OR ABA POST BASE U.N.O.

BEAM SCHEDULE

DESIG.	QTY.	SIZE	TYPE
RB1	2	2x6	DF-L#2
RB2	2	2x10	DF-L#2
RB3	2	2x8	DF-L#2
RB4	1	3½"x9"	GLULAM
RB5	1	5½"x12"	GLULAM
OR	1	6½"x12"	GLULAM
RB6	2	1¾"x9½"	MICROLLAM
OR	1	3½"x9"	GLULAM
RB7	2	1¾"x9½"	TIMBERSTRAND
OR	1	3½"x9"	GLULAM
RB8	1	5½"x9"	GLULAM
RB9	2	2x10	DF-L#2
RB10	2	2x10	DF-L#2
RB11	2	2x10	DF-L#2
RB12	-	NOT USED	-
RB13	2	1¾"x9½"	TIMBERSTRAND
OR	1	3½"x10½"	GLULAM
RB14	2	2x10	DF-L#2
RB15	-	NOT USED	-
RB16	2	2x10	DF-L#2

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A103

ROOF FRAMING PLAN

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

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CADENCE HOMES - CLUBHOUSE

UTAH

EAGLE MOUNTAIN

N CARLTON LN
HIDDEN HOLLOW

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

DATE: 09.02.25

JOB: TOWN-HOA

0536

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ISSUES/REVISIONS:

DATE:

ROOF FRAMING PLAN

A103



A
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



B
LEFT ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION GENERAL NOTES:

1. FIREPLACE CHIMNEYS SHALL EXTEND AT LEAST 2'-0" ABOVE THE ROOF OR ANY PART OF THE BUILDING WITHIN 10'-0" IRC 1001.8.
2. PROVIDE METAL FLASHING AT ALL INTERSECTIONS OF SIDING, STUCCO, BRICK, STONE ETC.
3. FULL RAIN GUTTERS WITH DOWNSPOUTS EXTENDED 10'-0" AWAY FROM FOUNDATION WALLS OR AS REQUIRED BY LOCAL CODE.
4. ROOFING TO BE ARCHITECTURAL GRADE 30 YR. ASPHALT SHINGLES WITH (6) NAILS PER SHINGLE.
5. ALL EAVES AND VALLEYS TO HAVE ICE & WATER SHIELD.
6. ALL WINDOWS & GLASS UNITS TO BE DOUBLE GLAZED LOW-E.

ELEVATION KEY NOTES:

1. HARDI PLANK LAP SIDING - CEDARMILL.
2. HARDI TRIM.
3. HARDI PANEL VERTICAL SIDING - CEDARMILL WITH HARDI BATTON STRIPS @ 16" O.C.
4. HARDIE SHINGLES - SHAKE STAGGERED.
5. HARDIE SOFFIT & 2x6 FASCIA (UNLESS OTHERWISE SPECIFIED - CEDARMILL. COORDINATE WITH GUTTER SYSTEM.
6. NOT USED.
7. 30 YEAR ARCHITECTURAL GRADE SHINGLE. COORDINATE STYLE AND COLOR WITH OWNER.
8. CULTURED STONE, COORDINATE WITH OWNER.
9. PRE-MANUFACTURED ROOF VENT. PROVIDE REQUIRED AMOUNT FROM VENTING CALCULATIONS AND I.R.C.
10. DECORATIVE COLUMN, SEE DETAIL 7/A401.
11. RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
12. OVERHEAD GARAGE DOOR. SEE PLANS FOR SIZE. NOTCH FOUNDATION AS REQUIRED. STYLE AS PER OWNER.
13. CONCRETE STOOP.
14. COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
15. CONCRETE FOOTING. SEE SHEET A100 FOR STRUCTURAL.
16. SLOPE GRADE 1" PER FOOT AWAY FROM STRUCTURE.
17. 12" POP-OUT.
18. CONCRETE FOUNDATION WALL, SEE SHEET A100 FOR STRUCTURAL.
19. PRE-MANUFACTURED STONE CAP.
20. WOOD BRACKET.
21. COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
22. DOUBLE GLAZED LOW-E VINYL WINDOW. SEE PLANS FOR SIZES.
23. STEPPED FOUNDATION WALL. SEE STRUCTURAL SHEETS FOR DETAILS.
24. WOOD BEAM. SEE STRUCTURAL.

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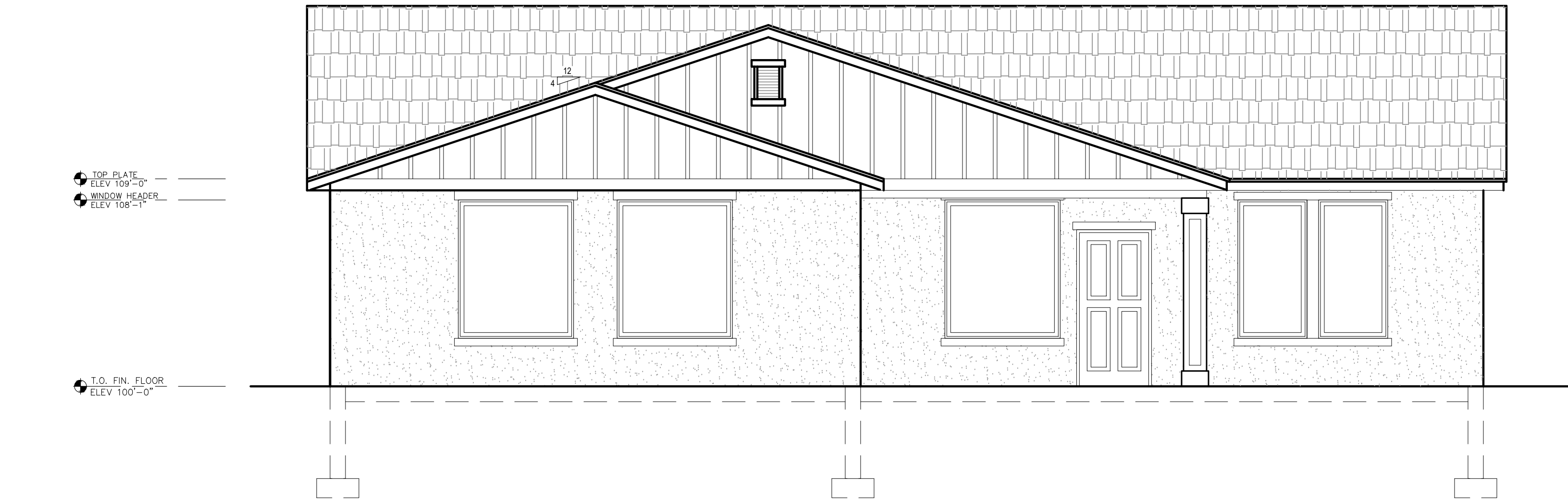
CADENCE HOMES - CLUBHOUSE
EAGLE MOUNTAIN
UTAH
N CARLTON LN
HIDDEN HOLLOW

PLOT SCALE:
1/4"=1'-0"
DATE:
09.02.25
JOB: **TOWN-HOA**
0536
RM

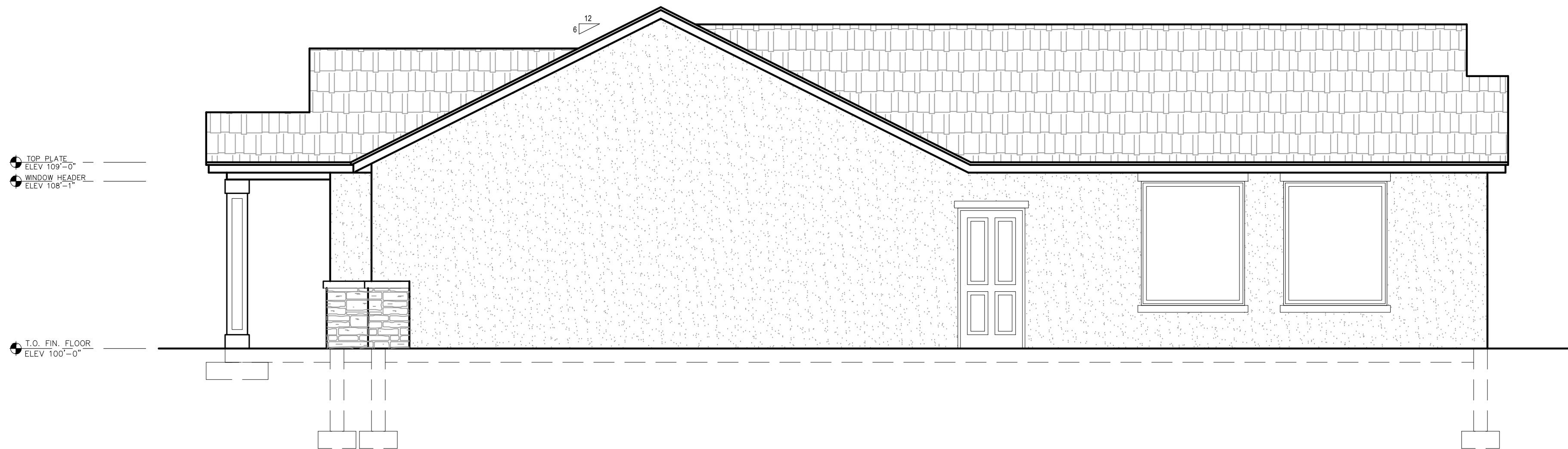
ISSUES/REVISIONS:	DATE:

EXTERIOR
ELEVATIONS

A201



A REAR ELEVATION
SCALE: 1/4" = 1'-0"



B RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION GENERAL NOTES:

1. FIREPLACE CHIMNEYS SHALL EXTEND AT LEAST 2'-0" ABOVE THE ROOF OR ANY PART OF THE BUILDING WITHIN 10'-0" IRC 1001.8.
2. PROVIDE METAL FLASHING AT ALL INTERSECTIONS OF SIDING, STUCCO, BRICK, STONE ETC.
3. FULL RAIN GUTTERS WITH DOWNSPOUTS EXTENDED 10'-0" AWAY FROM FOUNDATION WALLS OR AS REQUIRED BY LOCAL CODE.
4. ROOFING TO BE ARCHITECTURAL GRADE 30 YR. ASPHALT SHINGLES WITH (6) NAILS PER SHINGLE.
5. ALL EAVES AND VALLEYS TO HAVE ICE & WATER SHIELD.
6. ALL WINDOWS & GLASS UNITS TO BE DOUBLE GLAZED LOW-E.

ELEVATION KEY NOTES:

1. HARDI PLANK LAP SIDING - CEDARMILL.
2. HARDI TRIM.
3. HARDI PANEL VERTICAL SIDING - CEDARMILL WITH HARDI BATTON STRIPS @ 16" O.C.
4. HARDIE SHINGLES - SHAKE STAGGERED.
5. HARDIE SOFFIT & 2x6 FASCIA (UNLESS OTHERWISE SPECIFIED - CEDARMILL. COORDINATE WITH GUTTER SYSTEM.
6. NOT USED.
7. 30 YEAR ARCHITECTURAL GRADE SHINGLE. COORDINATE STYLE AND COLOR WITH OWNER.
8. CULTURED STONE, COORDINATE WITH OWNER.
9. PRE-MANUFACTURED ROOF VENT. PROVIDE REQUIRED AMOUNT FROM VENTING CALCULATIONS AND I.R.C.
10. DECORATIVE COLUMN, SEE DETAIL 7/A401.
11. RAILING TO CONFORM WITH CURRENT IRC REQUIREMENTS. COORDINATE FINISHES. OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTAL PATTERN SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING. IRC 312.2.
12. OVERHEAD GARAGE DOOR. SEE PLANS FOR SIZE. NOTCH FOUNDATION AS REQUIRED. STYLE AS PER OWNER.
13. CONCRETE STOOP.
14. COORDINATE CONCRETE STAIRS WITH FINAL GRADING AND LANDSCAPING.
15. CONCRETE FOOTING. SEE SHEET A100 FOR STRUCTURAL.
16. SLOPE GRADE 1" PER FOOT AWAY FROM STRUCTURE.
17. 12" POP-OUT.
18. CONCRETE FOUNDATION WALL, SEE SHEET A100 FOR STRUCTURAL.
19. PRE-MANUFACTURED STONE CAP.
20. WOOD BRACKET.
21. COORDINATE WOOD PORCH & STEPS WITH FINAL GRADING AND LANDSCAPING.
22. DOUBLE GLAZED LOW-E VINYL WINDOW. SEE PLANS FOR SIZES.
23. STEPPED FOUNDATION WALL. SEE STRUCTURAL SHEETS FOR DETAILS.
24. WOOD BEAM. SEE STRUCTURAL.

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CADENCE HOMES - CLUBHOUSE
UTAH
EAGLE MOUNTAIN
N CARLTON LN
HIDDEN HOLLOW

PLOT SCALE:
1/4"=1'-0"
DATE:
09.02.25
JOB: TOWN-HOA
0536
RM

ISSUES/REVISIONS:	DATE:

EXTERIOR
ELEVATIONS

A202



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	SITE PLAN - Parkway Fields Stake Center
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Chad Spencer

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designation: Community Commercial Zone: Commercial Neighborhood	4.39 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve the Parkway Fields Stake Center site plan application with the following consideration:

1. The alternative front setback of 39' 1" is appropriate for this use and site.

BACKGROUND:

The applicant is seeking site plan approval for a new church to be located at 2858 N Pony Express Parkway (Parcel No. 70:028:7065).

ITEMS FOR CONSIDERATION:

EMMC 17.55 Off-street Parking -- Complies

EMMC 17.72.030 Site design.

A. Building Location -- Does not comply. The building is setback from the front property line at 39' 1", which is not within the 10' to 25' allowance. Footnote 2 in EMMC 17.35.040 allows the approval authority (City Council) to approve alternative setbacks if four criteria are met.

1. Does not interfere with the use, enjoyment, and character of adjacent properties.
2. The success of the business necessitates the setbacks, proven by data or research.
3. The setbacks are not solely to provide space for parking between the building and the street.
4. Topography or natural features make it impossible or impracticable to place the building within the setback.

Staff believes that criteria 1 and 3 are met, but 2 and 4 are not.

B. Commercial Parking Location -- Complies

EMMC 17.72.040 Architectural standards.

A. Architectural Style/Theme -- Complies

B. Main Entrance -- Complies

- C. Roof Design -- Complies
- D. Building Articulation -- Complies
- E. Architectural Detailing -- Complies
- F. Building Materials -- Complies
- G. Building Color -- Complies
- I. Lighting -- Complies
- K. Mechanical Equipment -- Complies
- L. Storage, Loading Areas, and Trash Enclosures -- Complies

EMMC 17.75.052 Communication facilities and towers.

- A. Main Structure Height -- Complies
- B. Steeple Height -- Complies

EMMC 17.100.050 Site plan development standards. The following are standards required for all site plans in any zoning district:

- A. Use of Property -- Complies
- B. Screening Requirements -- Complies
- C. Access Requirements -- Complies
- D. Off-Street Truck Loading Space -- Complies
- E. Utilities -- Complies
- F. Grading and Drainage -- Complies
- G. Dedication of Water Shares -- Will Comply
- H. Protection of Steep Slopes and Natural Drainages -- N/A

EMMC 17.100.060 Architectural requirements.

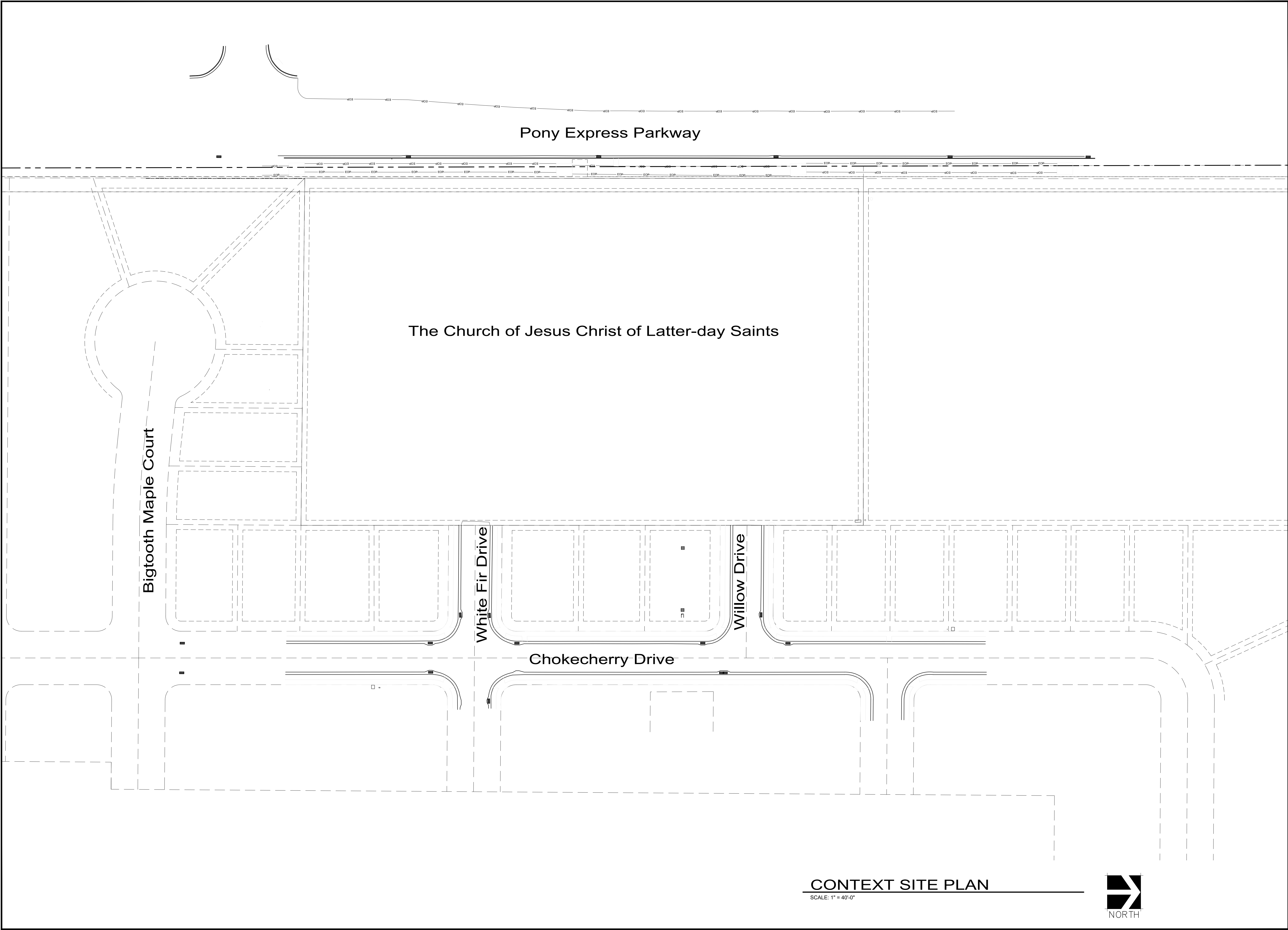
- A. Mechanical Equipment -- Complies
- B. Windows -- Complies
- C. Building Lighting -- Complies
- D. Trash Enclosures, Storage Areas, and External Structures -- Complies
- E. Exterior Materials -- Complies
- F. Landscape Guidelines -- Complies
- G. Parking Lot and Street Lighting -- Complies
- H. Enclosed Uses -- Complies
- I. Businesses Moving into Existing Buildings -- N/A
- J. Nuisances -- Complies

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation to the City Council (5-0) for the Parkway Fields Stake Center and a recommendation that the City Council approve an alternative front setback as proposed on the site plan.

ATTACHMENTS:

1. Site Plan
2. Elevations
3. Landscaping Plan
4. Photometric Plan
5. Maps



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70-028-7065
2858 North Pony Express Parkway
Eagle Mountain, Utah

Project for:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Revisions	
Mark	Description

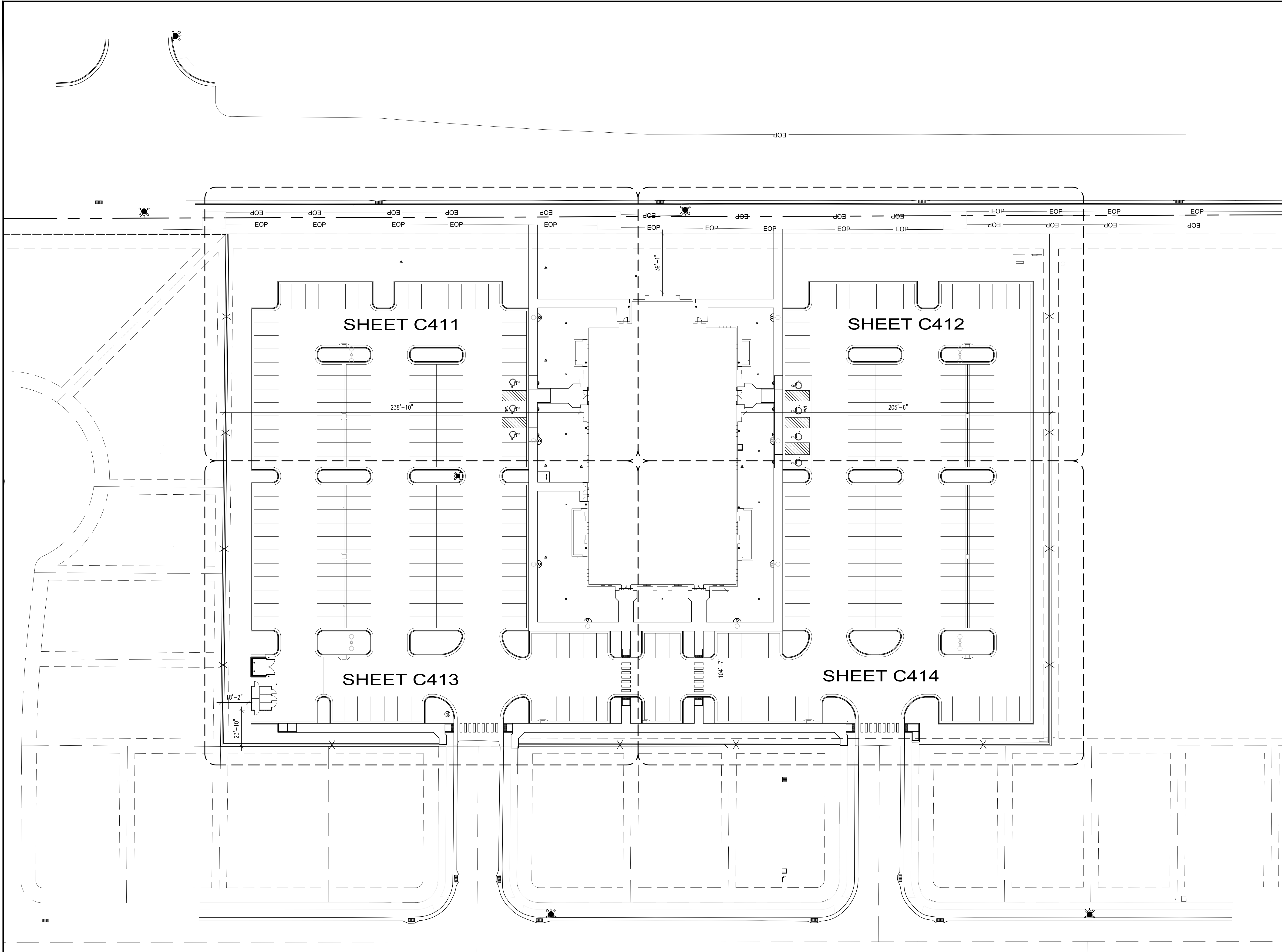
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Plan Series
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Sheet Title

CONTEXT SITE PLAN

Sheet

C001



ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"



GENERAL NOTES

1. CONCRETE RADII ARE 4'-0" UNLESS NOTED OTHERWISE.
2. COORDINATE ALL SITE WORK WITH ALL OTHER CONTRACT DOCUMENTS.
3. ALL APPLICABLE ELEMENTS OF THE AMERICAN'S WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.
4. ALL NOTED ITEMS ARE NEW UNLESS NOTED OTHERWISE.
5. ALL CONSTRUCTION IS TO BE DONE PER THE LATEST EDITION OF THE EAGLE MOUNTAIN CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
6. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
7. ALL ADA ACCESSIBLE SIDEWALK RAMPs WILL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE EAGLE MOUNTAIN CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
8. ANY DISTURBED AREA OUTSIDE OF CONSTRUCTION LIMITS/PROPERTY LINE ON ADJACENT LANDOWNERS IN UNDEVELOPED LOTS, WILL NEED TO BE RE-VEGETATED WITH EAGLE MOUNTAIN CITY SEED MIX.

SITE INFORMATION

TOTAL PARCEL AREA: 191,240 sf / 4.39 AC

BUILDING AREAS

- CHAPEL: 18,315 sf
- STORAGE BUILDING: 296 sf

IMPERVIOUS AREAS (ON-SITE)

- WALKS, PADS, APRONS: 14,618 sf
- CURB AND GUTTER (LF): 3,664 lf
- ASPHALT: 96,167 sf

LANDSCAPE AREA: SEE LANDSCAPE PLAN

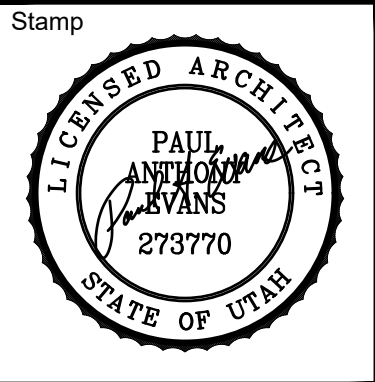
TOTAL PARKING SPACES REQUIRED

1 STALL PER 20 S.F CHAPEL

- 2,785 sf / 20 sf = 140 REQUIRED SPACES

TOTAL PARKING SPACES PROVIDED

- REGULAR: 284
- ACCESSIBLE: 5
- VAN ACCESSIBLE: 2
- TOTAL SPACES PROVIDED: 291



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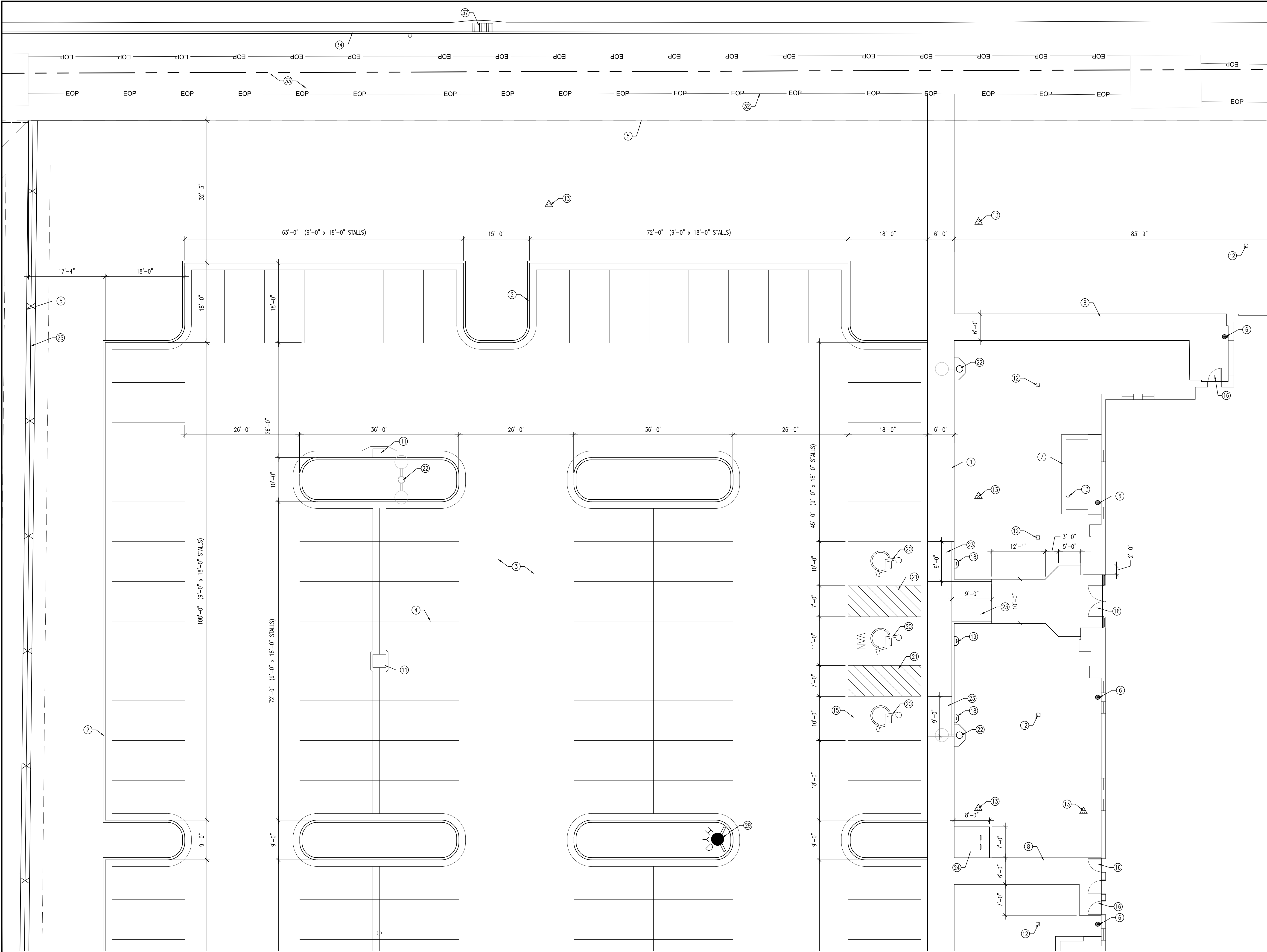
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ARCHITECTURAL SITE PLAN

Sheet
C401



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"



- KEYED NOTES
1. COMBINATION CONCRETE SIDEWALK-CURB AND GUTTER; SEE B/C501
 2. CONCRETE CURB AND GUTTER; SEE C/C501 AND D/C501
 3. ASPHALT PAVEMENT; SEE A/C502; PROVIDE SEAL COAT PRIOR TO SUBSTANTIAL COMPLETION; CRACK SEAL ALONG ALL GUTTERS PRIOR TO CRACK SEAL
 4. 4" WIDE PAINTED PARKING STRIPS; TYPICAL
 5. PROPERTY LINE
 6. DOWNSPOUT CATCH BASIN; SEE C201 AND A/C503
 7. MECHANICAL ENCLOSURE; SEE E/C504 AND F/C504
 8. CONCRETE WALK; SEE A/C501
 9. TRANSFORMER; SEE ELECTRICAL
 10. METER BASE, MAIN BREAKER AND CT CABINET; SEE ELECTRICAL
 11. STORM DRAIN CATCH BASIN; SEE C201 AND C503
 12. STORM DRAIN NYLOPLAST YARD DRAIN WITH DOWMED GRATE; SEE C201 AND C503
 13. CLEAN OUT TO GRADE; SEE C203 AND K/C502
 14. WATER METER; SEE C202
 15. CONCRETE PAVEMENT; SEE D/C502
 16. CONCRETE ENTRY; TYPICAL; SEE H/C501
 17. MAIN ELECTRICAL PANEL WITH CONCRETE PAD; SEE ELECTRICAL
 18. ACCESSIBLE STALL SIGNAGE; SEE B/C502
 19. VAN ACCESSIBLE STALL SIGNAGE; SEE B/C502
 20. PAINTED ACCESSIBLE SIGN
 21. PAINTED ACCESSIBLE AISLE
 22. LIGHT POLE WITH CONCRETE APRON; SEE ELECTRICAL
 23. CONCRETE ACCESSIBLE RAMP; K/C501
 24. BIKE RACK WITH CONCRETE PAD; SEE J/C502
 25. 6'-0" HIGH VINYL FENCE; SEE G/C502
 26. STORAGE BUILDING; SEE STORAGE BUILDING DRAWINGS
 27. DUMPSTER ENCLOSURE; SEE C/C504
 28. BOLLARD; C/C502
 29. FIRE HYDRANT; SEE UTILITY PLAN
 30. DETECTABLE WARNING PANEL
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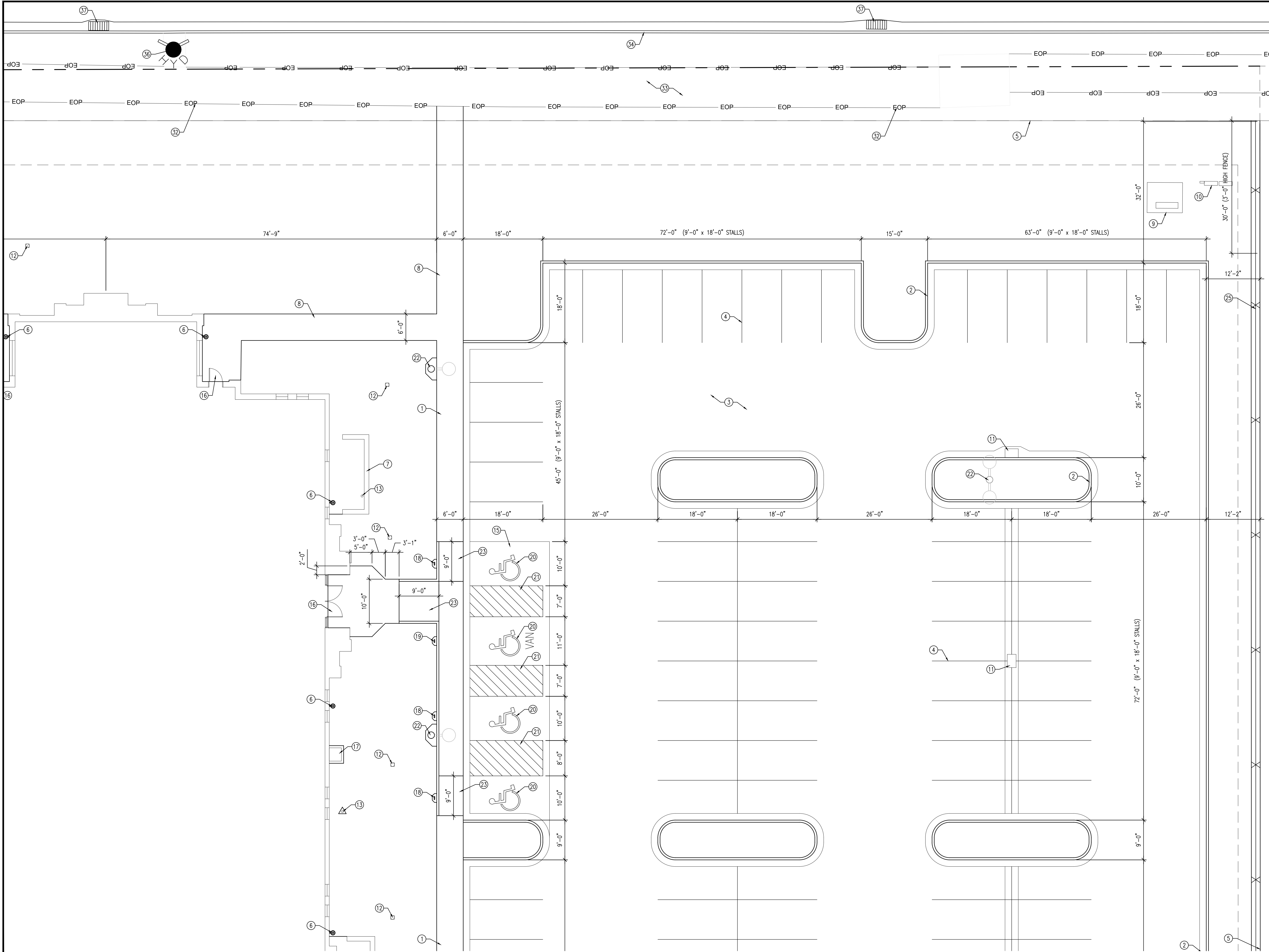
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ENLARGED SITE PLAN

Sheet

C411



KEYED NOTES	
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1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"



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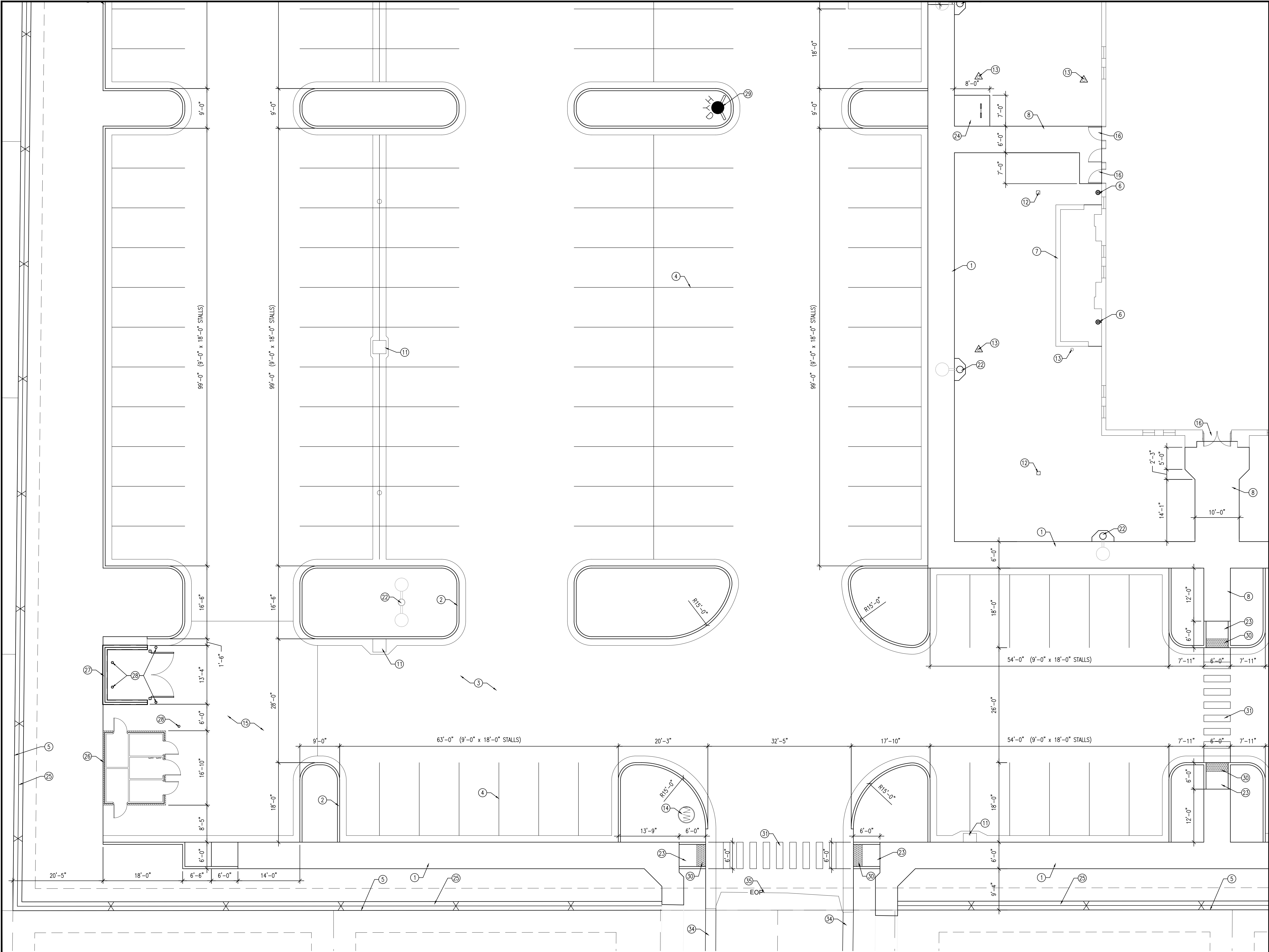
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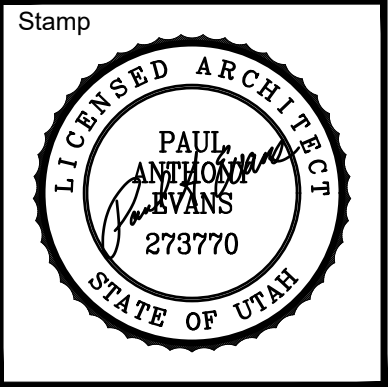


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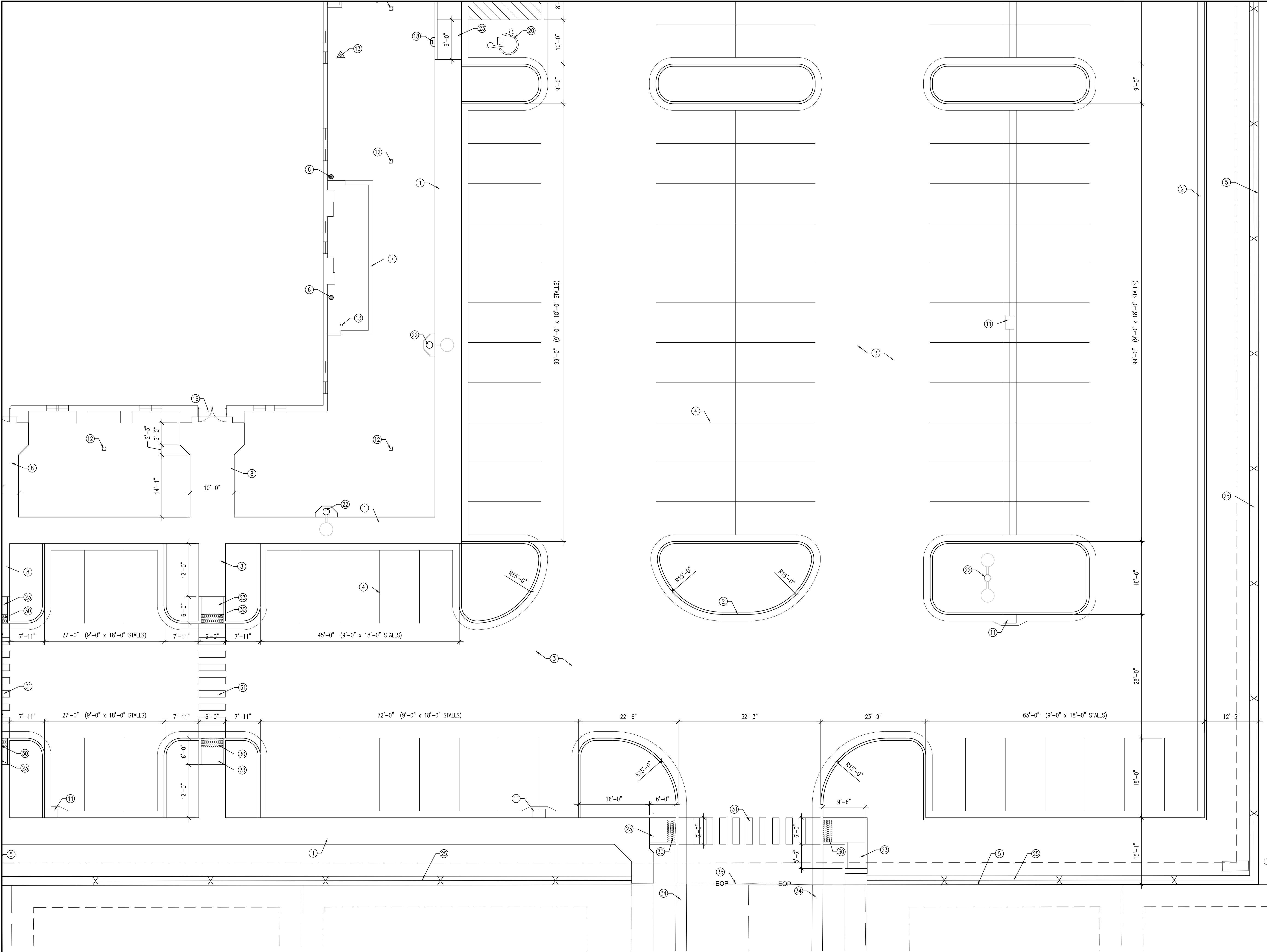
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Property Number	501-8690
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C413



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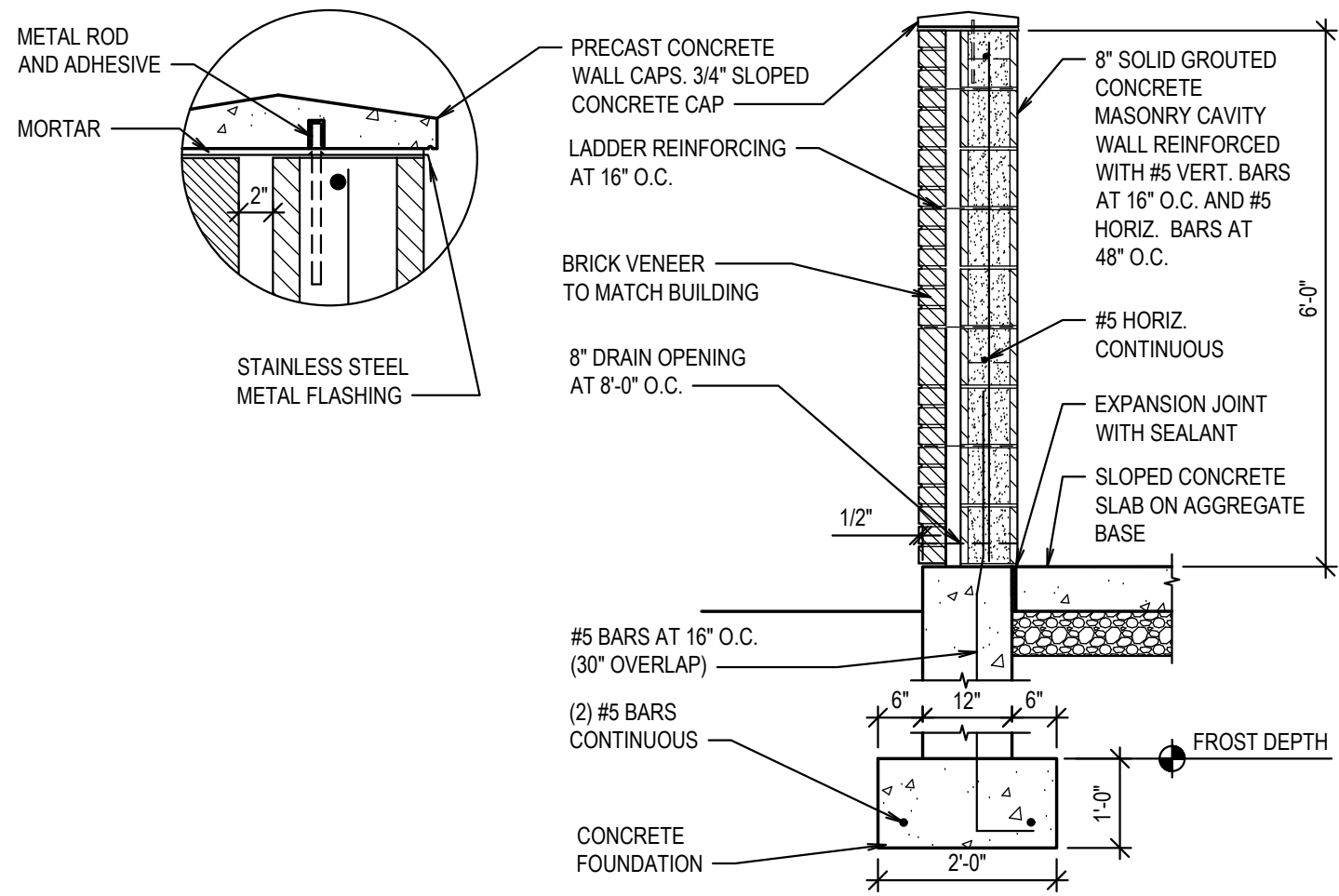
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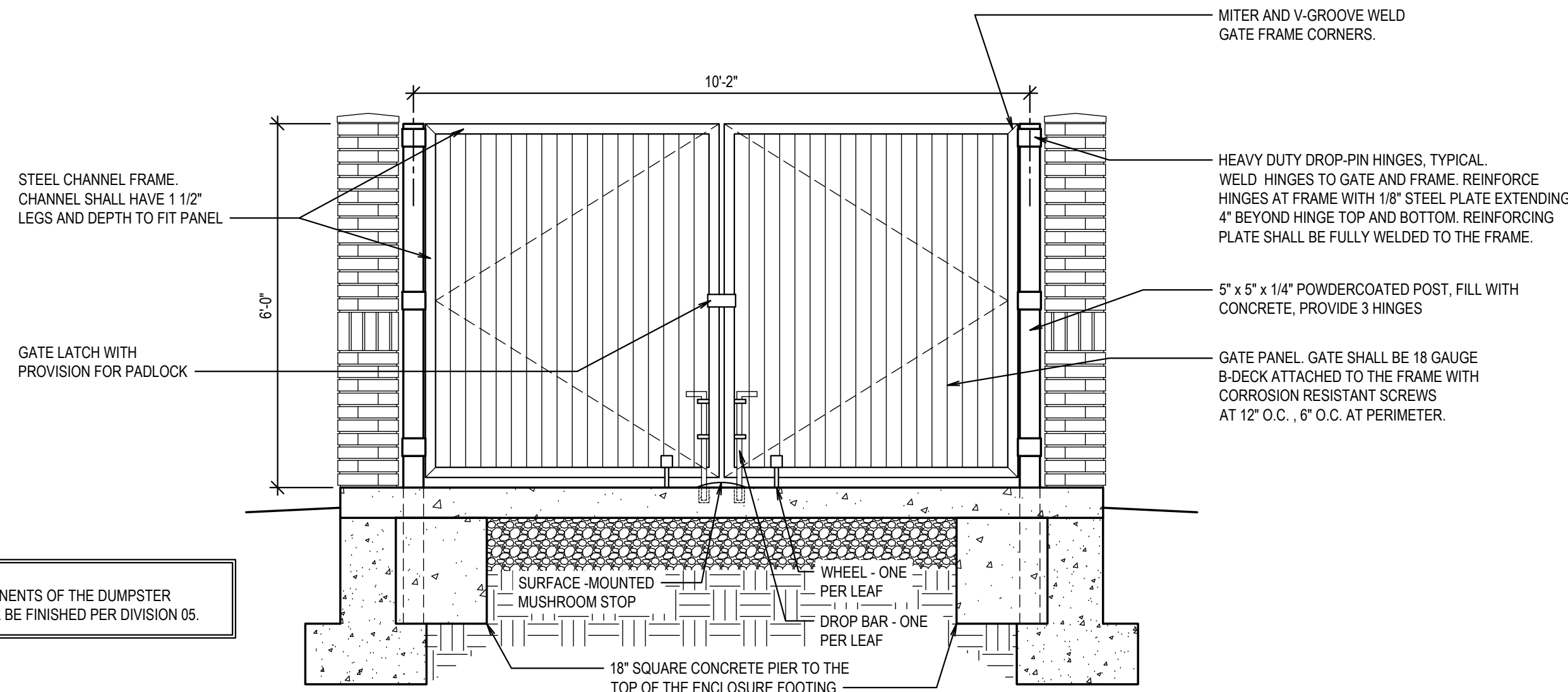
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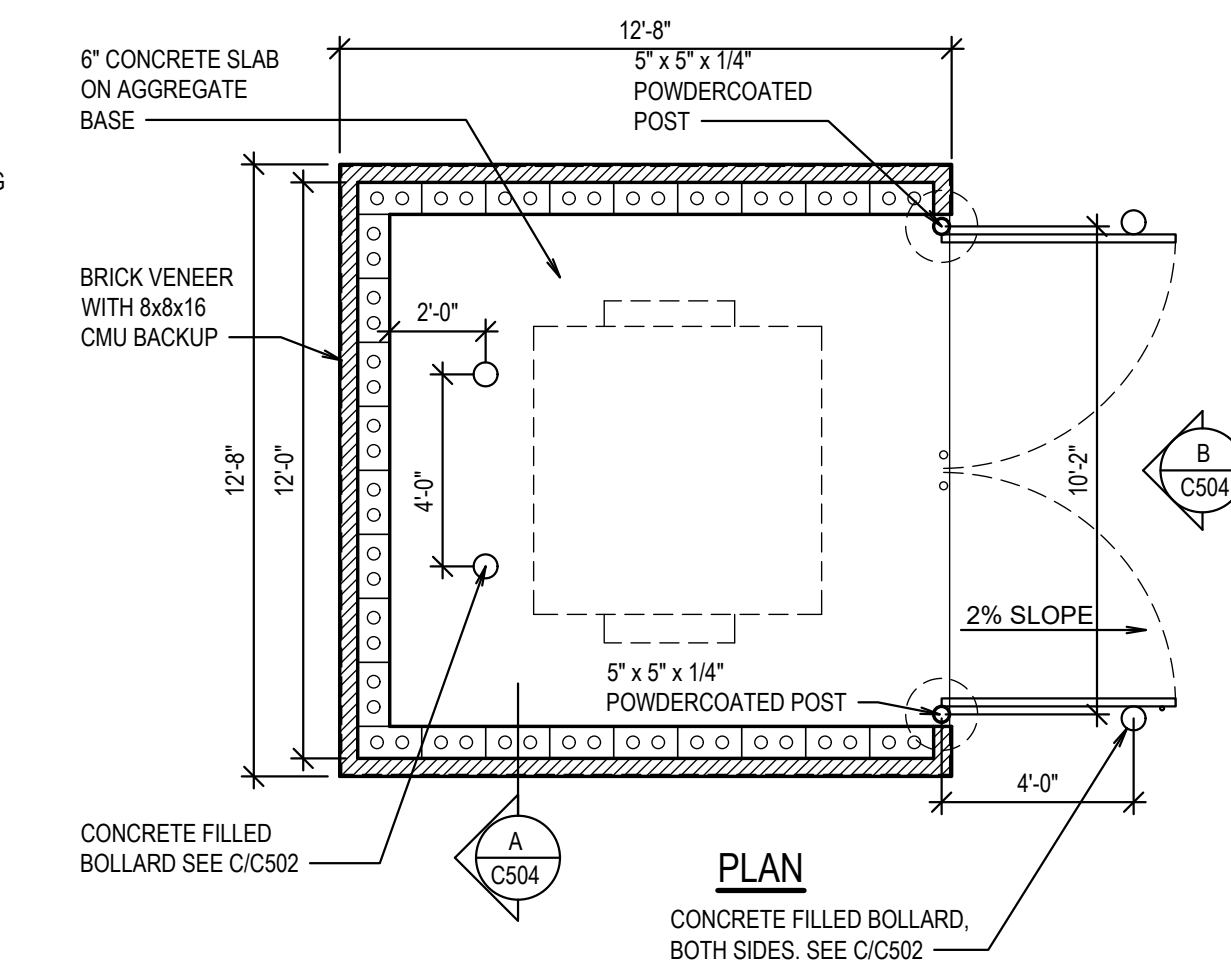
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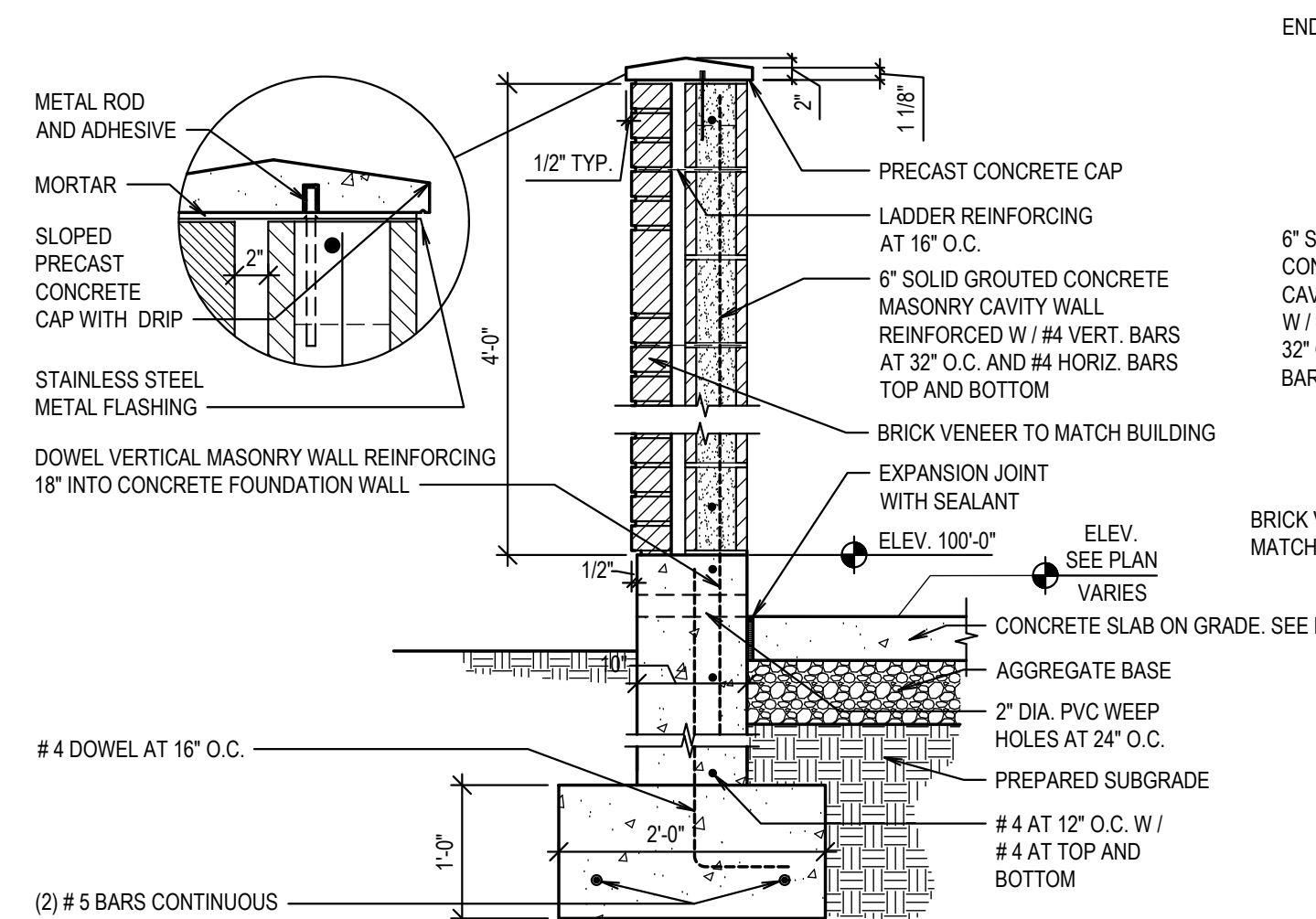
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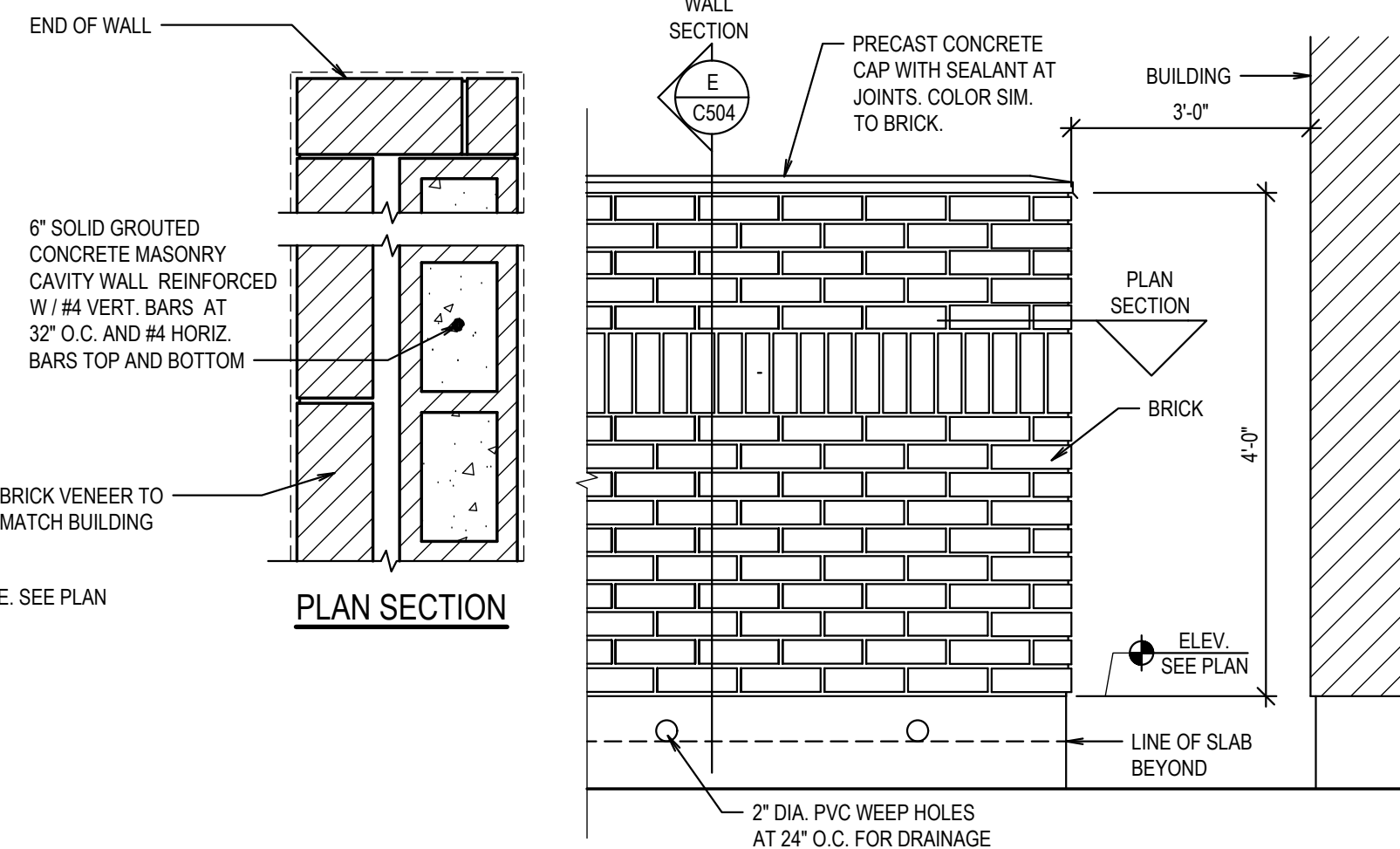
B MASONRY WALL DUMPSTER GATE
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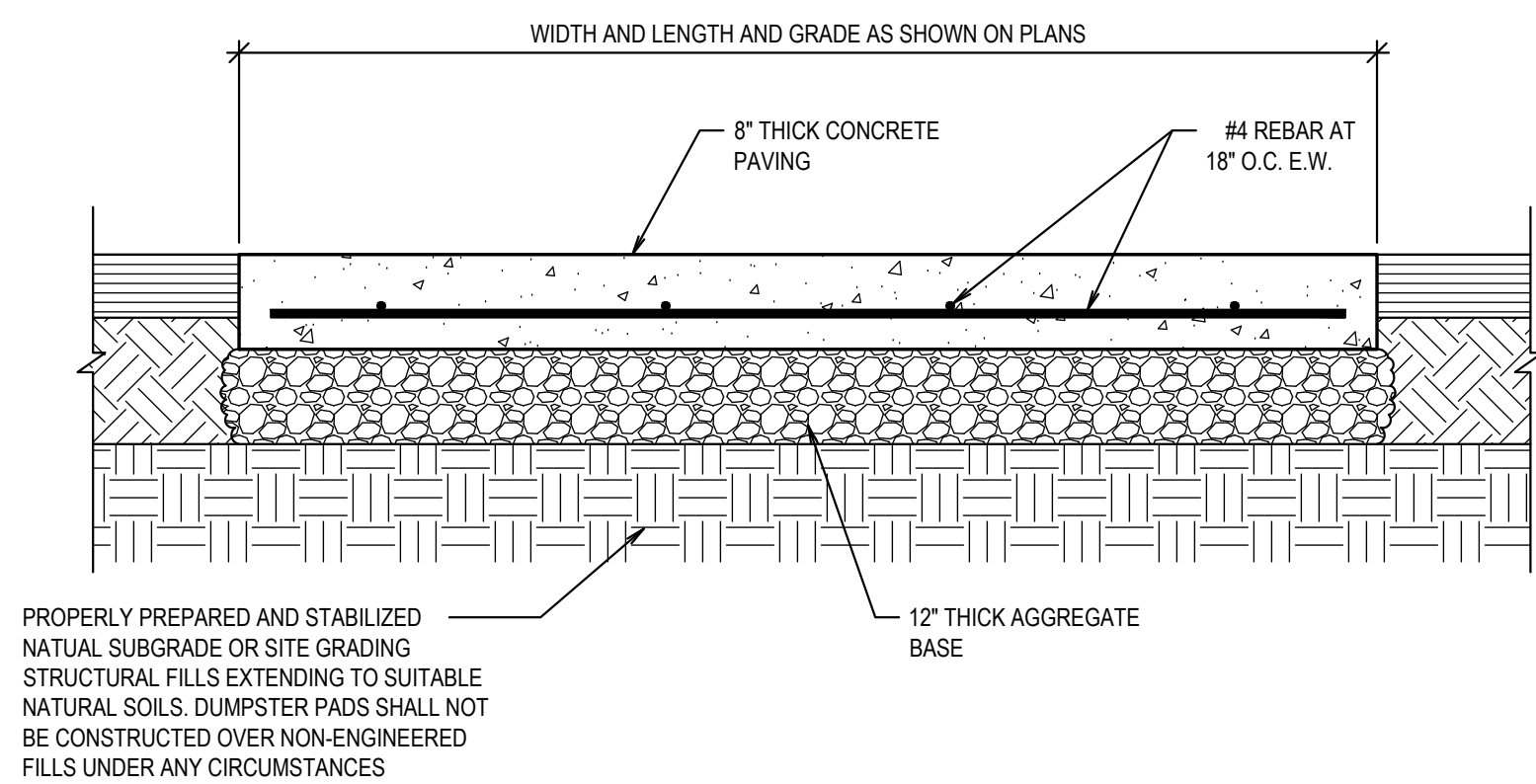
C MASONRY WALL DUMPSTER ENCLOSURE
SCALE: N.T.S.



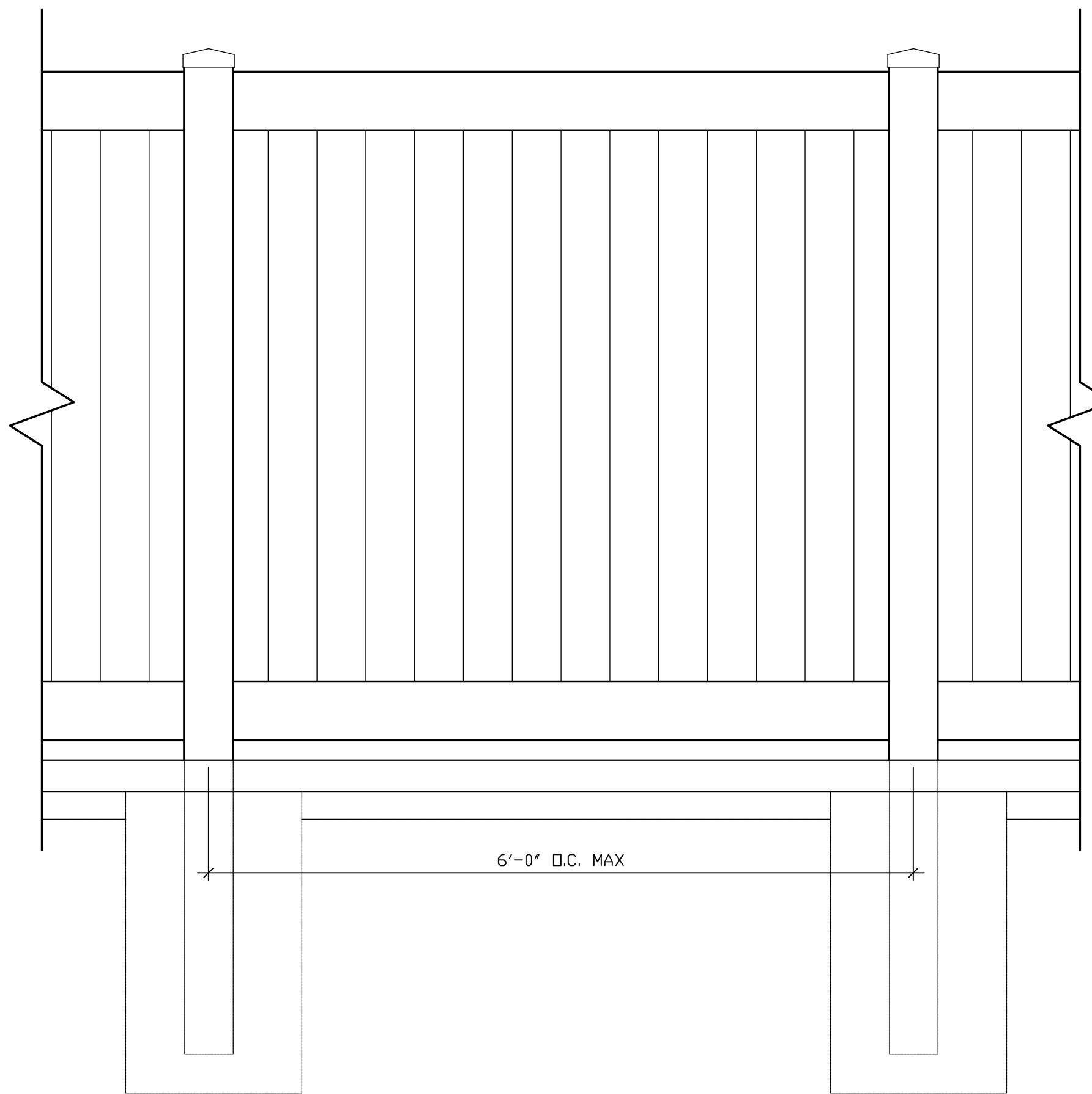
E MASONRY WALL MECHANICAL ENCLOSURE
SCALE: N.T.S.



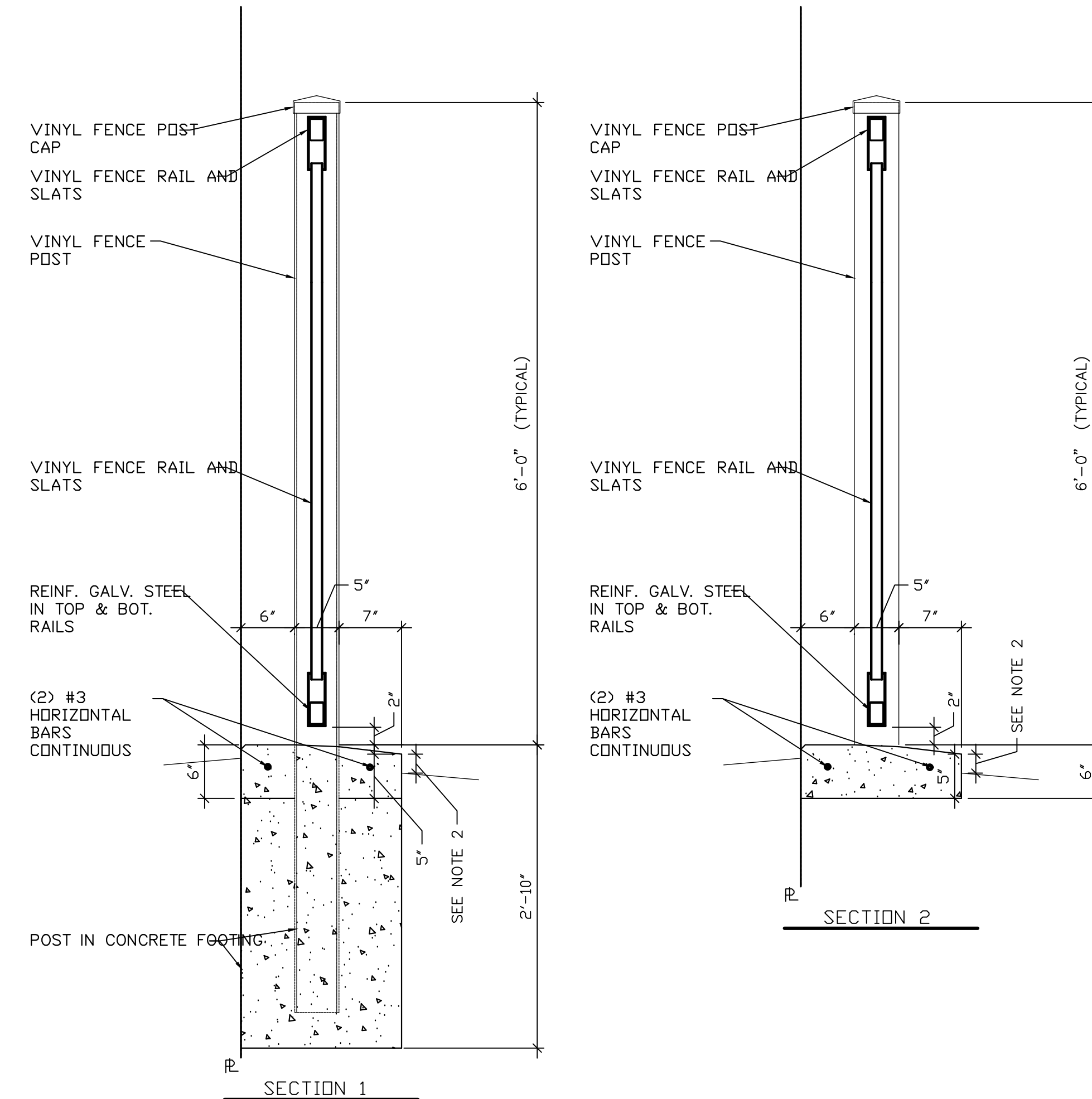
F MASONRY WALL MECH. ENCLOSURE ELEV.
SCALE: N.T.S.



G DUMPSTER PAD SECTION
SCALE: N.T.S.



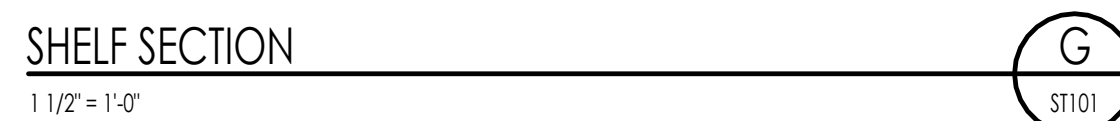
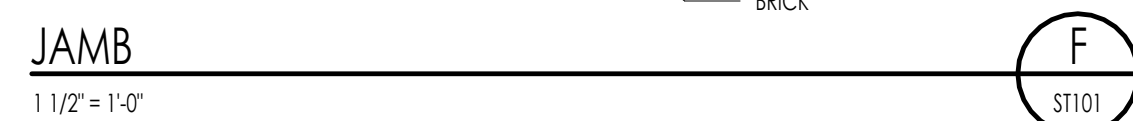
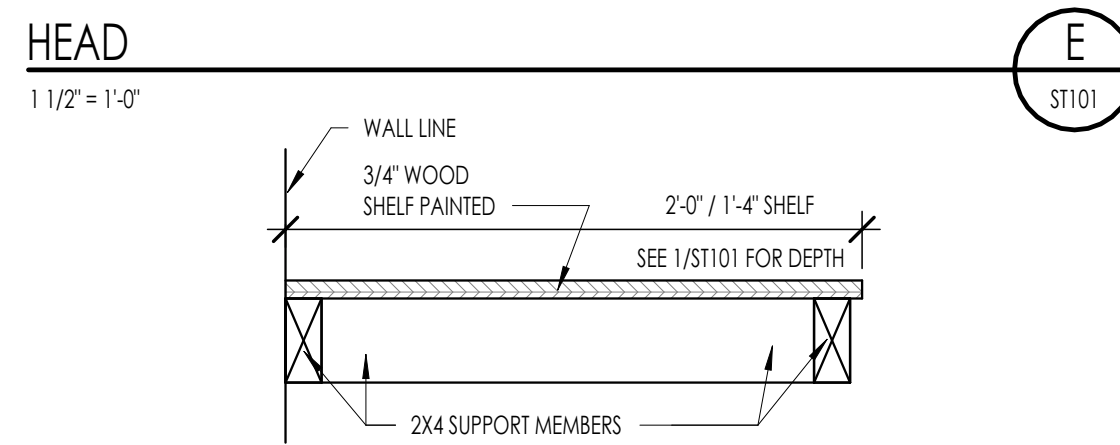
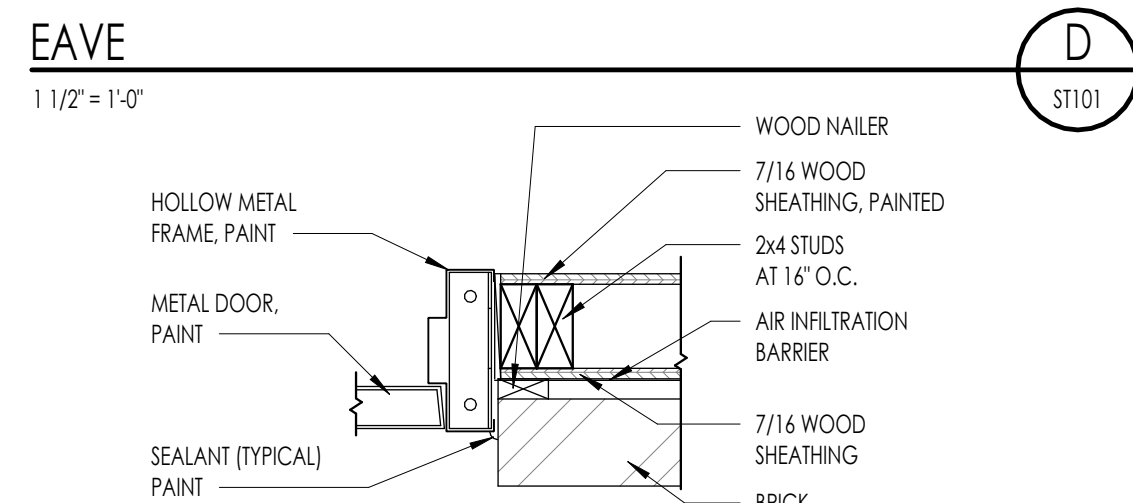
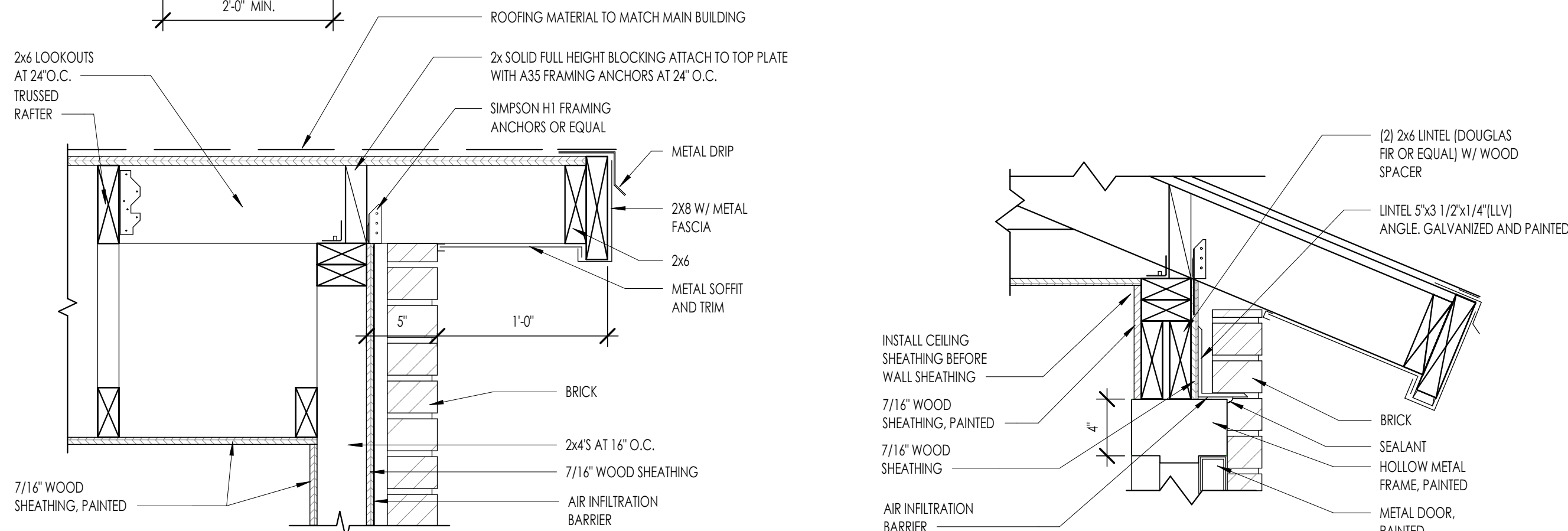
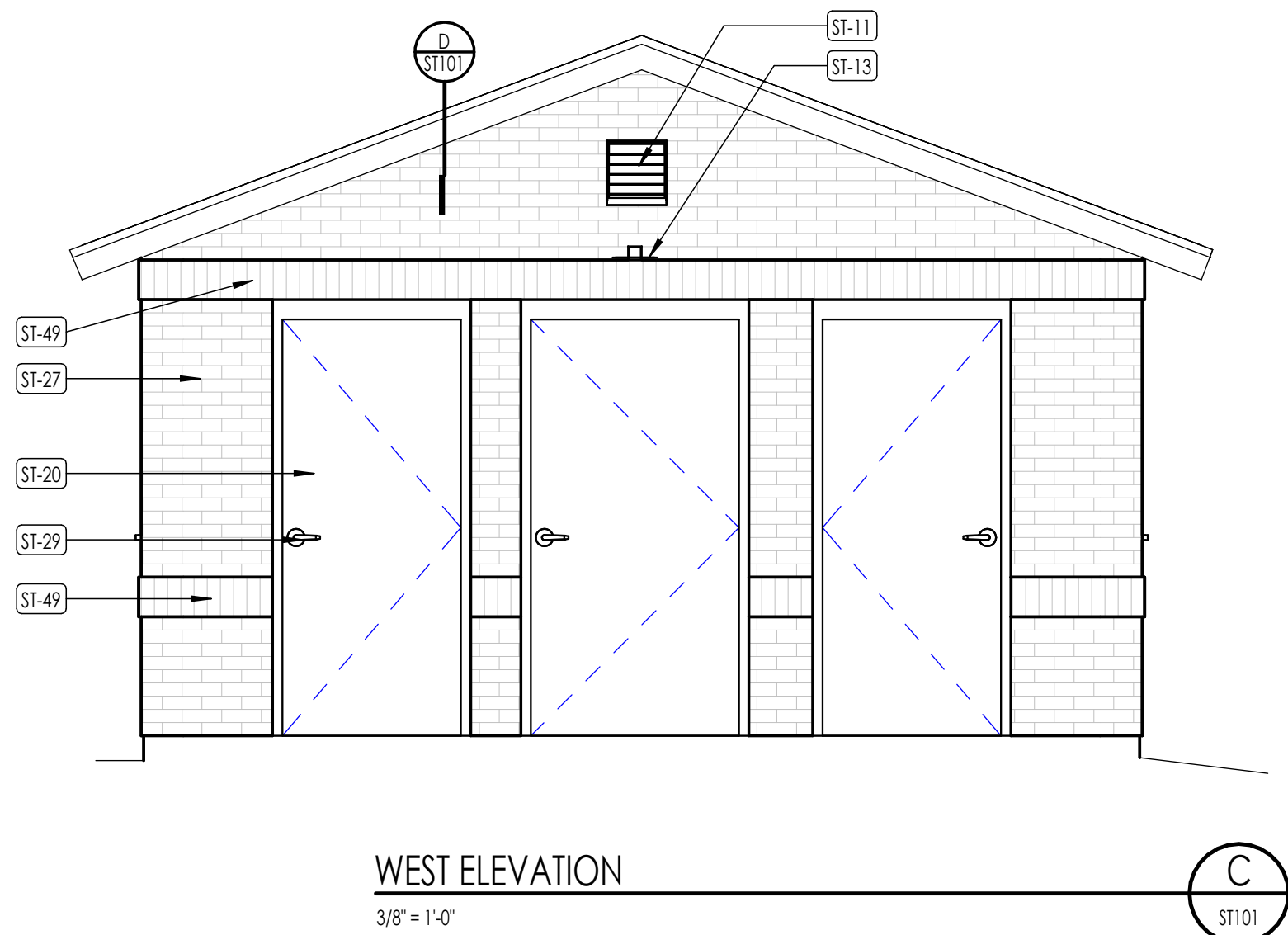
J FENCE
1" = 1'-0"



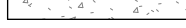
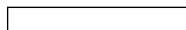
Revisions	Description	Date	Mark

Project Number	25-15
Plan Series	Granger 300
Property Number	501-8690
Date	May 1, 2025

Sheet Title	SITE DETAILS
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DOOR SCHEDULE														
MARK	ROOM NUMBER	SINGLE/PAIR	TYPE	WIDTH	HEIGHT	THICKNESS	FRAME TYPE	DETAIL	DETAIL	DETAIL	FIRE RATING	HARDWARE GROUP	KEYING	REMARKS
								HEAD	JAMB	THRESHOLD				
301A	301	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA8	BUILDING YARD EQUIPMENT STORAGE
302A	302	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA9	WARD STORAGE
303A	303	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA10	WARD STORAGE
304A	304	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA11	WARD STORAGE
305A	305	S	M	3'-6"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA12	WARD STORAGE

FLOOR PLAN LEGEND	
HATCH PATTERN	DESCRIPTION
	POURED IN PLACE CONCRETE
	WOOD STUD WALL
	ASPHALT ROOFING, SEE SPECIFICATIONS
	MASONRY VENEER, SEE SPECIFICATIONS

- # FLOOR PLAN GENERAL NOTES
-
1. ALL DIMENSIONS ARE TO INTERIOR FACE-OF-STUD (F.O.S.) UNLESS NOTED OTHERWISE.
 2. CEILING HEIGHTS MEASURED FROM PLYWOOD OR CONCRETE - SEE SECTIONS
 3. REFER TO ENLARGED PLANS FOR ALL UNIT DIMENSIONS, WINDOW TYPES, DOORS AND WALLS.
 4. REFER TO ENLARGED PLANS FOR ALL DECKS/PATIOS.
 5. COORDINATE WITH ALL ENLARGED PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
 6. ALL TOPPING SLABS MUST BE POURED AFTER ROOF IS COMPLETE AND BUILDING IS DRIED IN.
 7. SEE SHEET A002 FOR PROJECT GENERAL NOTES AND SHEET A003 FOR PROJECT KEYNOTES. REVIEW ALL NOTES PRIOR TO CONSTRUCTION.
 8. COORDINATE WITH STRUCTURAL FRAMING PLANS AND SHEAR WALL PLANS FOR LOCATIONS OF COLUMNS, BEAMS, SHEAR WALLS, ETC.
 9. COORDINATE WITH BUILDER/OWNER FOR ALL INTERIOR FINISHES
 10. COORDINATE WITH ELECTRICAL DRAWINGS FOR ALL LIGHTING, POWER AND DATA REQUIREMENTS.
 11. ALL EXTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 12. ALL INTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 13. ALL ROOF TRUSSES TO HAVE RAISED ENERGY HEEL CONSTRUCTION TO ALLOW FOR FULL DEPTH INSULATION OVER EXTERIOR WALLS [COORDINATE INSULATION REQUIREMENTS WITH RESCHECKS].

FLOOR PLAN KEY NOTES	
Specification Keynote	Instructional Keynote
 Key Note Info	 Key Note Info

KEYNOTE INSTRUCTIONAL	
ST-01	7/16" WOOD SHEATHING W/ APA SPAN RATING OF 24/0 MINIMUM. NAIL W/ 8d NAILS AT 6" O.C. AT PANEL EDGES AND 8d NAILS AT 6" O.C. AT INTERMEDIATE SUPPORTS TYPICAL.
ST-02	FIXED SHELVING (4 SHELVES EQUAL SPACING)
ST-03	LINTEL 5X3 1/2X14(LLV) ANGLE. GALVANIZED AND PAINTED
ST-04	2x4 SILL PLATE W/ 1/2" DIA. x 6" EMBEDMENT ANCHOR BOLTS AT 32" O.C. MAX. [MAXIMUM 1'2" FROM CORNER]
ST-05	#4 AT 16" O.C. EACH WAY HORZ. AND VERTICAL. CONCRETE SHALL BE 4500 PSI STRENGTH AT 28 DAYS
ST-06	4" CONCRETE SLAB WITH #4 BARS AT 18" O.C. EACH WAY WITH 1" CLEAR TO TOP OF SLAB. CONCRETE SHALL BE 3000 PSI AT 28 DAYS
ST-07	SIMPSON H1 FRAMING ANCHORS OR EQUAL AT EACH TRUSS END TYPICAL
ST-09	4" THICK GRAVEL BASE COMPACTED TO 95% OF STANDARD PROCTOR
ST-10	ROOFING MATERIAL TO MATCH MAIN BUILDING
ST-11	METAL WALL LOUVER L5 W/ INSECT SCREEN (BOTH ENDS OF BUILDING)
ST-12	2x4 STUD WALLS AT 16" O.C. [TYP.]
ST-13	LOW-PROFILE LED LIGHT - ONE CENTERED ON 3 ELEVATIONS WITH DOORS
ST-14	INSTALL CONDUIT FOR SPRINKLING SYSTEM CONTROLS. COORDINATE WITH INSTALLER FOR LOCATION. REFER TO IRRIGATION PLANS FOR REQUIREMENTS.
ST-15	30 AMP-1P SERVICE RATED DISCONNECT.
ST-16	19/32" ROOF SHEATHING W/ APA SPAN RATING OF 40/20 MINIMUM. NAIL W/ 8d NAILS AT 6" O.C. AT PANEL EDGES. AND 8d NAILS AT 12" O.C. AT INTERMEDIATE SUPPORTS. NAIL SHEATHING TO BLOCKING W/ 8d NAILS AT 6" O.C..
ST-17	2x SOLID FULL HEIGHT BLOCKING. SHAPE TOP TO MATCH ROOF SLOPE. ATTACH TO TOP PLATE WITH A35 FRAMING ANCHORS AT 24" O.C..
ST-18	PRE-FINISHED METAL DRIP EDGE WITH HEMMED EDGE- PROVIDE WEEP VENTS AT 32" O.C. AT BASE OF MASONRY FINISH GRADE.
ST-19	[2] 2x4 CONTINUOUS. CONCRETE SHALL BE 3000 PSI STRENGTH AT 28 DAYS
ST-20	METAL DOOR AND FRAME PAINTED
ST-21	[2] 2x6 HEADER (DOUGLAS FIR OR EQUAL) W/ WOOD SPACER
ST-22	PAINTED WALL AND CEILING SHEATHING
ST-23	CONCRETE FLOOR SLAB SEALED [TYP.]
ST-25	AUTOMATIC IRRIGATION CONTROLLER
ST-26	BRICK W/ METAL TIES AT 16" O.C. EA. WAY
ST-27	BRICK TO MATCH MAIN BUILDING
ST-28	METAL DRIP AND FASCIA
ST-29	DEAD BOLT AND LOCK SET. [TYP.]
ST-30	METAL THRESHOLD
ST-31	MORTAR GUARD IN WALL CAVITY
ST-32	2x6 CONTINUOUS
ST-35	2x6 MIN. TOP AND BOTTOM CHORDS
ST-36	TRUSSED RAFTERS AT 24" O.C. - SEE STRUCTURAL FOR TRUSS LOADING
ST-37	METAL SOFFIT AND TRIM
ST-38	BRICK BEYOND
ST-39	VERIFY FOOTING AND FOUNDATION CONFIGURATION AND DEPTH WITH SOILS REPORT
ST-40	CONCRETE FLOOR SLAB SEALED [TYP.]
ST-41	#4 DOWEL 12/16" @ 18" O.C. AT ALL OPENINGS
ST-42	SLOPE CONCRETE SLAB AT DOOR AS SHOWN
ST-43	POWDER-ACTUATED FASTENERS AT 16" O.C..
ST-44	AIR INFILTRATION BARRIER
ST-45	[2] 2x4 TOP PLATE
ST-47	FINISH GRADE
ST-48	WHERE POSSIBLE, CHANGE THE STRIP FOOTING AND FOUNDATION WALL TO A DOWNTURNED SLAB IF IT WOULD RESULT IN FOUNDATION COST SAVINGS
ST-49	BRICK SOLDIER COURSE TO MATCH MAIN BUILDING

CODE REVIEW

Allowable height, stories, and area (Table 504.3, 504.4, 506.2) - VB, Not Sprinklered			
Occupancy	Height (ft)	Story	Area (sf)
S-1	40	1	9,000

Actual height, stories and area			
Occupancy	Height (ft)	Story	Area (sf)
S-1	11'- 9"	1	214

Table 1004.1.2 Maximum Floor Area Allowances Per Occupant

Building is unconditioned - no heating or cooling



sea architecture
11576 South State Street, Suite 103b

A circular professional seal for a Licensed Architect in the State of Utah. The outer ring contains the text "LICENSED ARCHITECT" at the top and "STATE OF UTAH" at the bottom. The center of the seal contains the name "PAUL ANTHONY EVANS" and the license number "273770". A handwritten signature, "Paul A. Evans", is written across the center of the seal.

Parkway Fields

Eagle Mountain UT Sweetwater Stake
2858 North Pony Express Parkway

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

[illegible]

Project Number:	25-15
Plan Series:	G300-MH-09-SR
Property Number:	501-8690

Sheet Title:
Storage Building

Sheet:

ST101



Parkway Fields
Eagle Mountain UT Sweetwater Stake

2858 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

[illegible]

Project Number:
25-15

Plan Series:
G300-MH-11

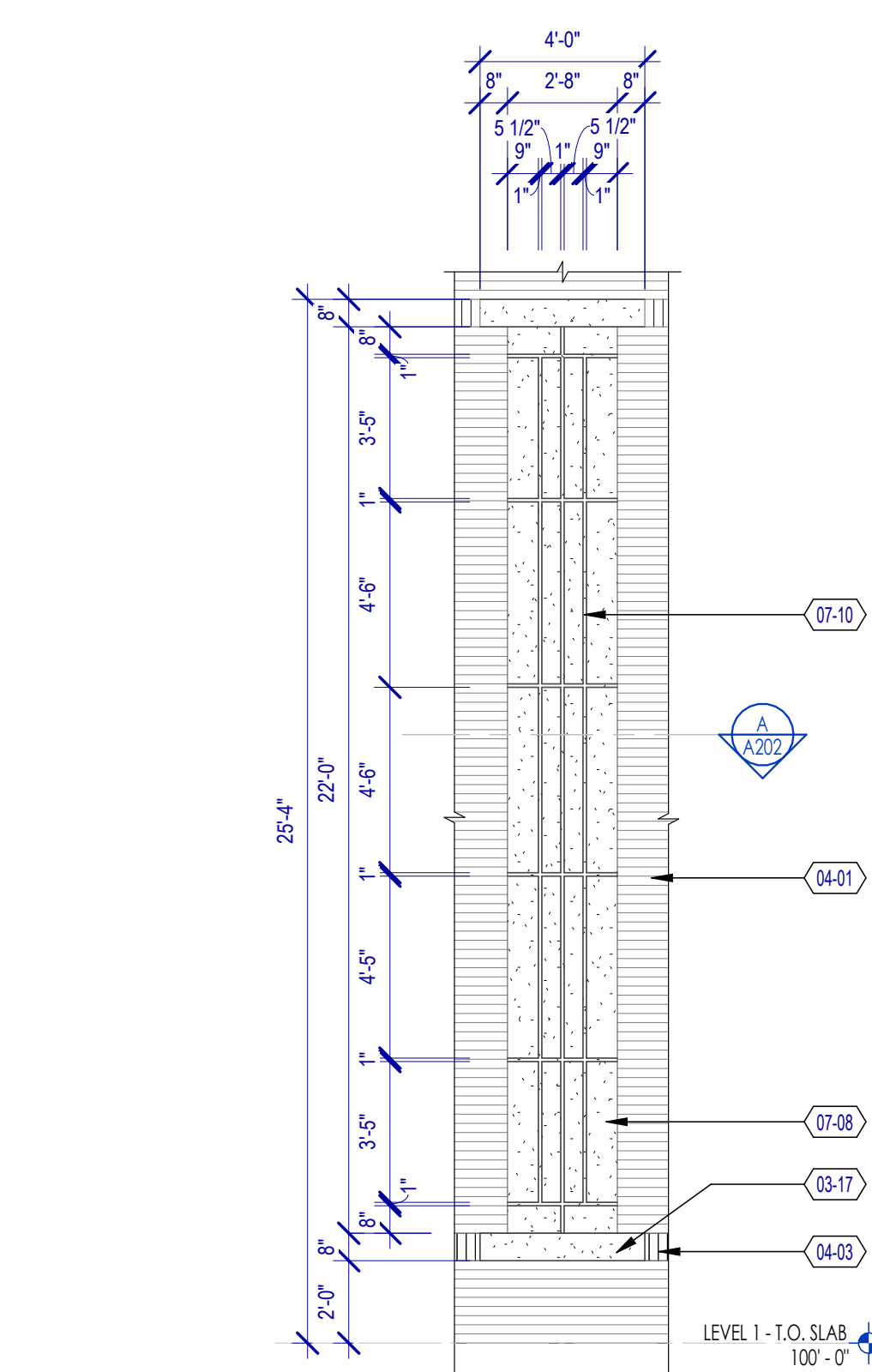
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501-8690

Sheet Title:

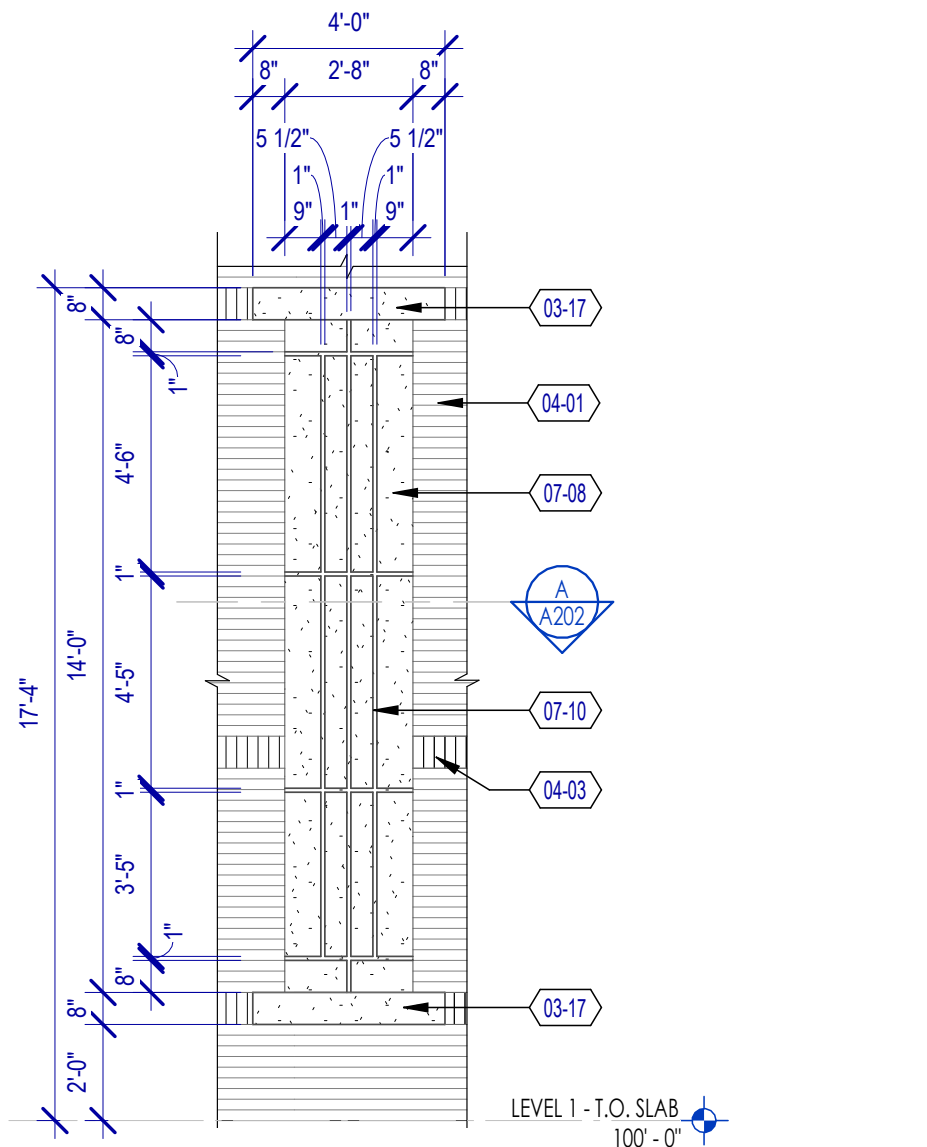
**BUILDING
ELEVATIONS**

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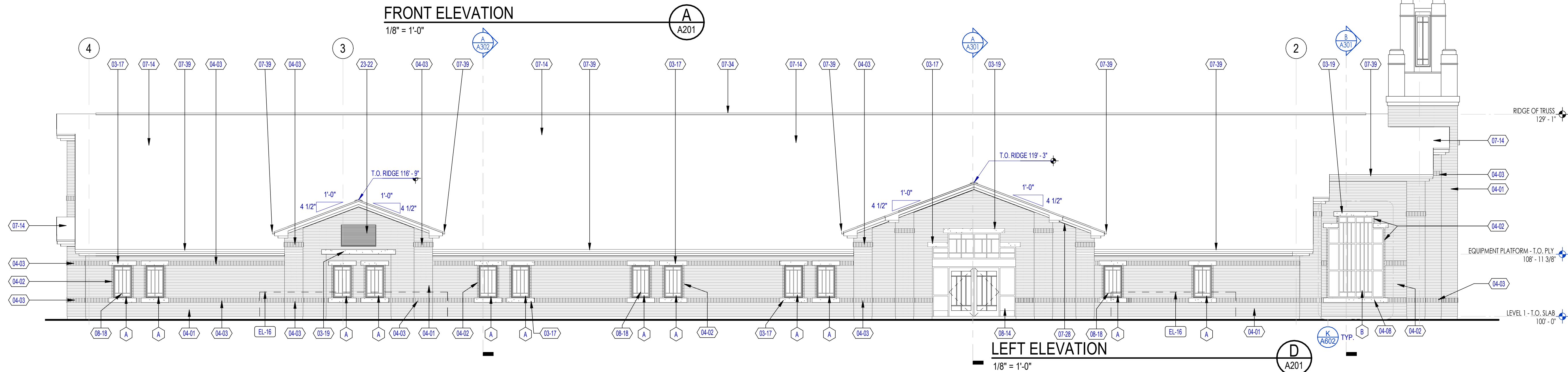
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EIFS DETAIL TYPE 1



EIFS DETAIL TYPE 2



LEFT ELEVATION
1/8" = 1'-0"

XX-XX ← KEYNOTE MATERIAL

03-17	ARCHITECTURAL PRE-CAST CONCRETE, SEE DETAILS & SPECIFICATIONS
03-19	ARCHITECTURAL PRE-CAST CONCRETE, TO BE CONSTRUCTED AS ONE PIECE, SEE DETAILS & SPECIFICATIONS
04-01	BRICK VENEER MASONRY, RUNNING BOND, SEE DETAILS & SPECIFICATIONS
04-02	BRICK VENEER MASONRY, STACK BOND, SEE DETAILS & SPECIFICATIONS
04-03	BRICK VENEER MASONRY, SOLDIER COURSE, SEE DETAILS & SPECIFICATIONS
04-06	CONCRETE MASONRY UNIT (CMU) COLUMN, SEE STRUCTURAL, DETAILS & SPECIFICATIONS
07-06	WATER-MANAGED EIFS EXTERIOR WALL FINISH SYSTEM, SEE DETAILS & SPECIFICATIONS
07-10	WATER-MANAGED EIFS ARCHITECTURAL SCORING JOINT, SEE DETAILS & SPECIFICATIONS
07-14	COMPOSITE ASPHALT SHINGLES, SEE DETAILS & SPECIFICATIONS
07-28	METAL SOFFIT PANELS & TRIM, SEE DETAILS & SPECIFICATION
07-34	ROOF RELIEF VENTS, SEE DETAILS & SPECIFICATION
07-39	ALUMINUM GUTTER AND DOWNSPOUT, SEE DETAILS AND SPECIFICATION
08-14	EXTERIOR & INTERIOR ALUMINUM STOREFRONT ENTRANCES, SEE SCHEDULE & SPECIFICATION
08-18	VINYL FRAMED FIXED WINDOWS, SEE SCHEDULE, DETAILS & SPECIFICATIONS
10-58	ENGRAVED STONE LIDS PANEL SIGN, SEE DETAILS & SPECIFICATION
10-59	ENGRAVED ADDRESS STONE SIGN, SEE DETAILS & SPECIFICATION
23-22	HVAC ALUMINUM LOUVER, SEE MECHANICAL SPECS

FP-XX ← KEYNOTE INSTRUCTION

EL-01	VERIFY THAT ALL GRADE SLOPES AWAY FROM BUILDING. SLOPE SHALL BE 6" SLOPE IN FIRST 10'-0"
EL-09	STONE MEETINGHOUSE SIGN. SEE DETAILS
EL-10	BUILDING ADDRESS SIGN. SEE DETAILS
EL-16	MECHANICAL ENCLOSURE WALL (SHOWN DASHED FOR CLARITY). SEE CIVIL & MECHANICAL DRAWINGS

Architect / Engineer:



Stamp:

Parkway Fields
Eagle Mountain UT Sweetwater Stake
2858 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Description

Date
(D-M-Y)

Mark

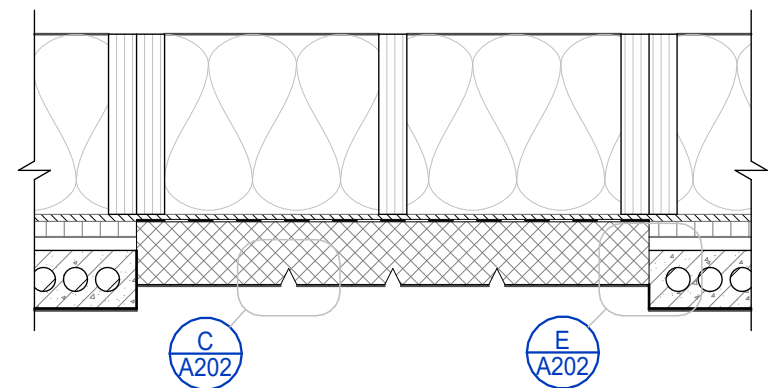
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25-15
Plan Series:
G300-MH-11
Property Number:
501-8690

Sheet Title:
**BUILDING
ELEVATIONS**

Sheet:

A202

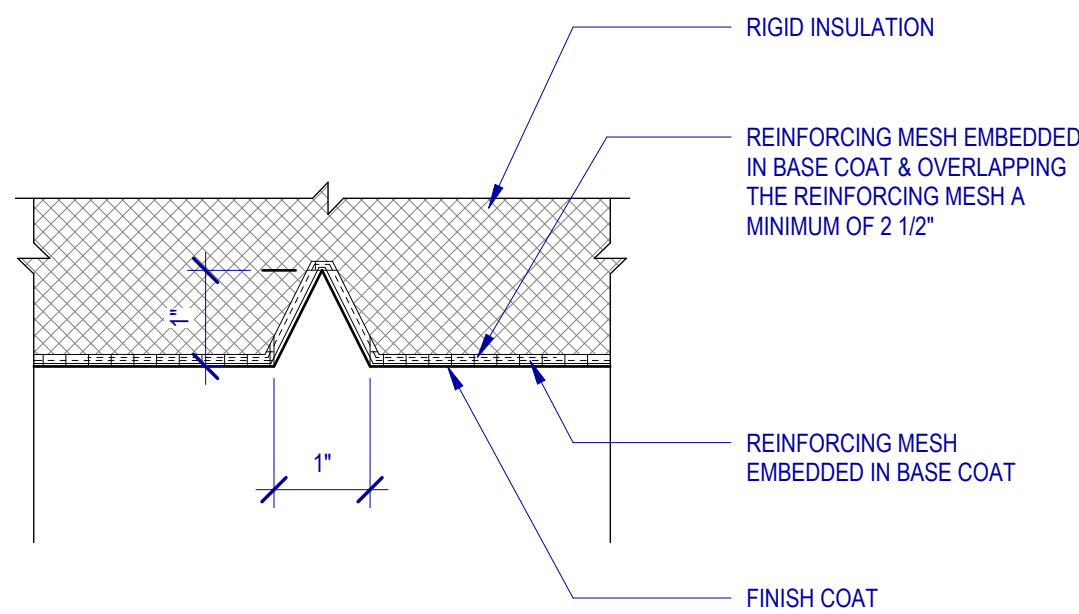
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EIFS - SECTION

1" = 1'-0"

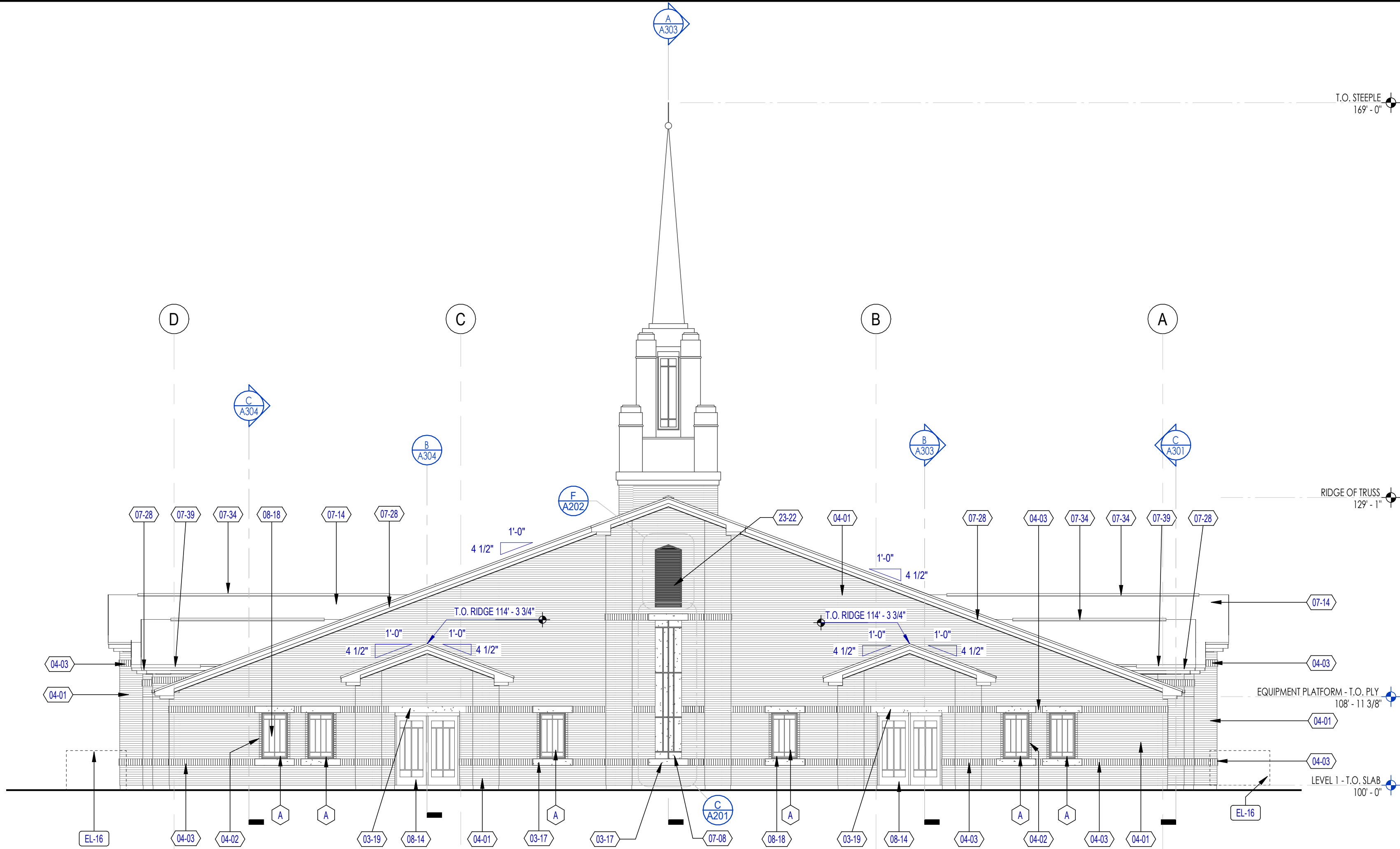
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EIFS - ENLARGED REVEAL DETAIL

6" = 1'-0"

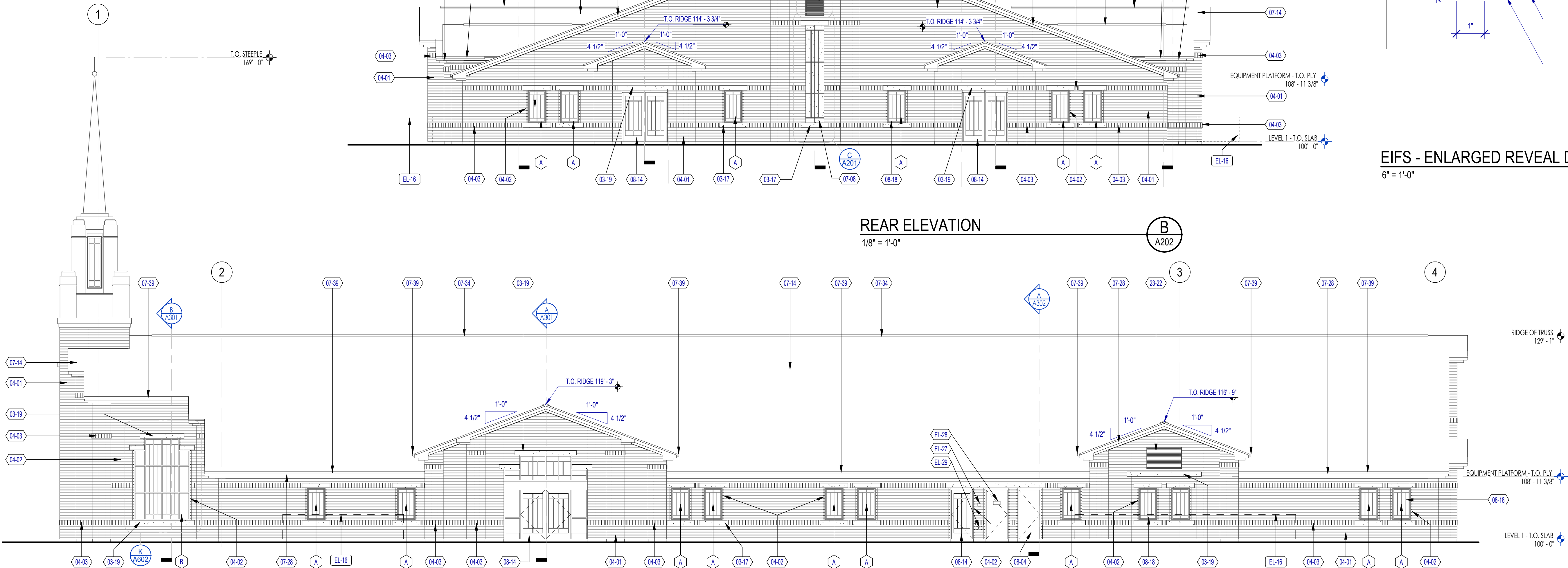
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REAR ELEVATION

1/8" = 1'-0"

B
A202



RIGHT ELEVATION

1/8" = 1'-0"

D
A202

KEYNOTES

XX-XX KEYNOTE MATERIAL

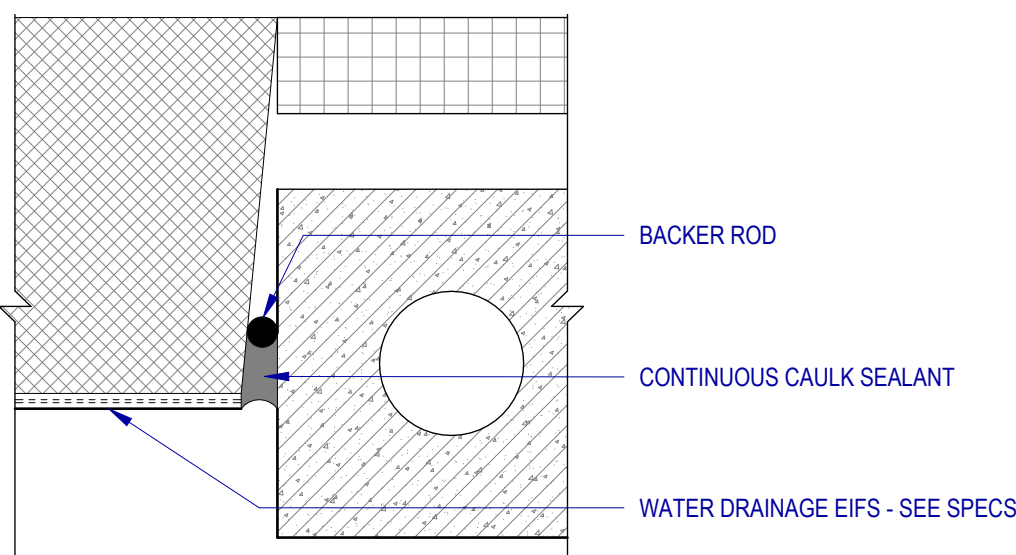
MATERIAL / SPECIFICATION KEYNOTES

03-17	ARCHITECTURAL PRE-CAST CONCRETE, SEE DETAILS & SPECIFICATIONS
03-19	ARCHITECTURAL PRE-CAST CONCRETE, TO BE CONSTRUCTED AS ONE PIECE, SEE DETAILS & SPECIFICATIONS
04-01	BRICK VENEER MASONRY, RUNNING BOND, SEE DETAILS & SPECIFICATIONS
04-02	BRICK VENEER MASONRY, STACK BOND, SEE DETAILS & SPECIFICATIONS
04-03	BRICK VENEER MASONRY, SOLDIER COURSE, SEE DETAILS & SPECIFICATIONS
07-08	WATER-MANAGED EIFS EXTERIOR WALL FINISH SYSTEM, SEE DETAILS & SPECIFICATIONS
07-14	COMPOSITE ASPHALT SHINGLES, SEE DETAILS & SPECIFICATIONS
07-28	METAL SOFFIT PANELS & TRIM, SEE DETAILS & SPECIFICATION
07-34	ROOF RELIEF VENTS, SEE DETAILS & SPECIFICATION
07-39	ALUMINUM GUTTER AND DOWNSPOUT, SEE DETAILS AND SPECIFICATION
08-04	EXTERIOR HOLLOW METAL INSULATED DOOR FRAME, SEE SCHEDULE & SPECIFICATION
08-14	EXTERIOR & INTERIOR ALUMINUM STOREFRONT ENTRANCES, SEE SCHEDULE & SPECIFICATION
08-18	VINYL FRAMED FIXED WINDOWS, SEE SCHEDULE, DETAILS & SPECIFICATIONS
23-22	HVAC ALUMINUM LOUVER, SEE MECHANICAL SPECS

FP-XX KEYNOTE INSTRUCTION

INSTRUCTIONAL KEYNOTES

EL-16	MECHANICAL ENCLOSURE WALL (SHOWN DASHED FOR CLARITY). SEE CIVIL & MECHANICAL DRAWINGS
EL-27	RECESSED KNOX FIRE DEPARTMENT KEY BOX, MOUNTED AT 5'-0" A.F.F., KNOX 1650 OR 3200 SERIES
EL-28	FIRE RISER ROOM LABEL, REFLECTIVE WHITE ON RED BACKGROUND, LETTERS SHALL HAVE A MINIMUM OF 2" WITH A MINIMUM STROKE OF 3/8"
EL-29	FIRE DEPARTMENT CONNECTION, PROVIDE KNOX LOCKING FIRE DEPARTMENT CONNECTION CAPS, KNOX LOCKING FDC CAPS #3041 OR #3043



EIFS - ENLARGED EDGE DETAIL

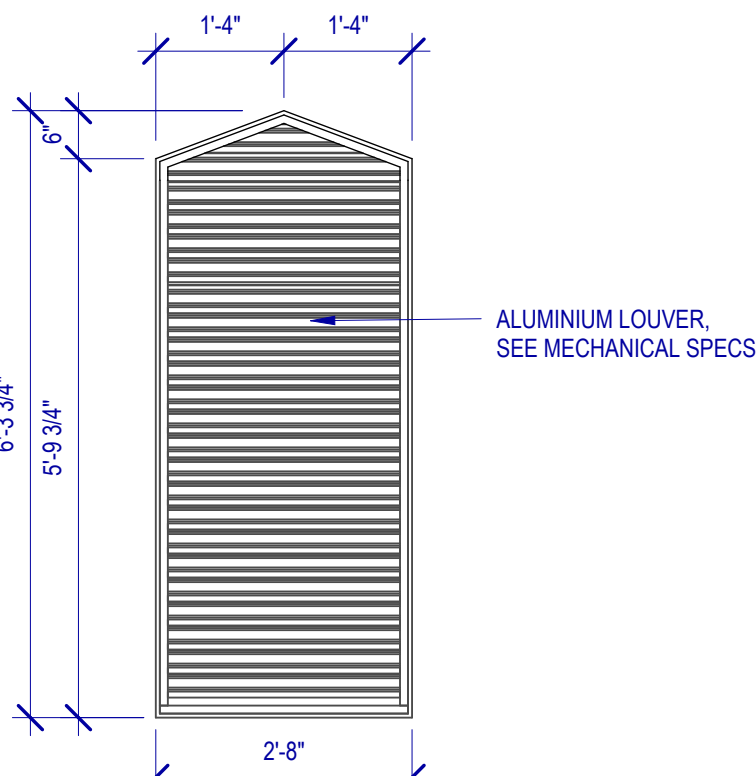
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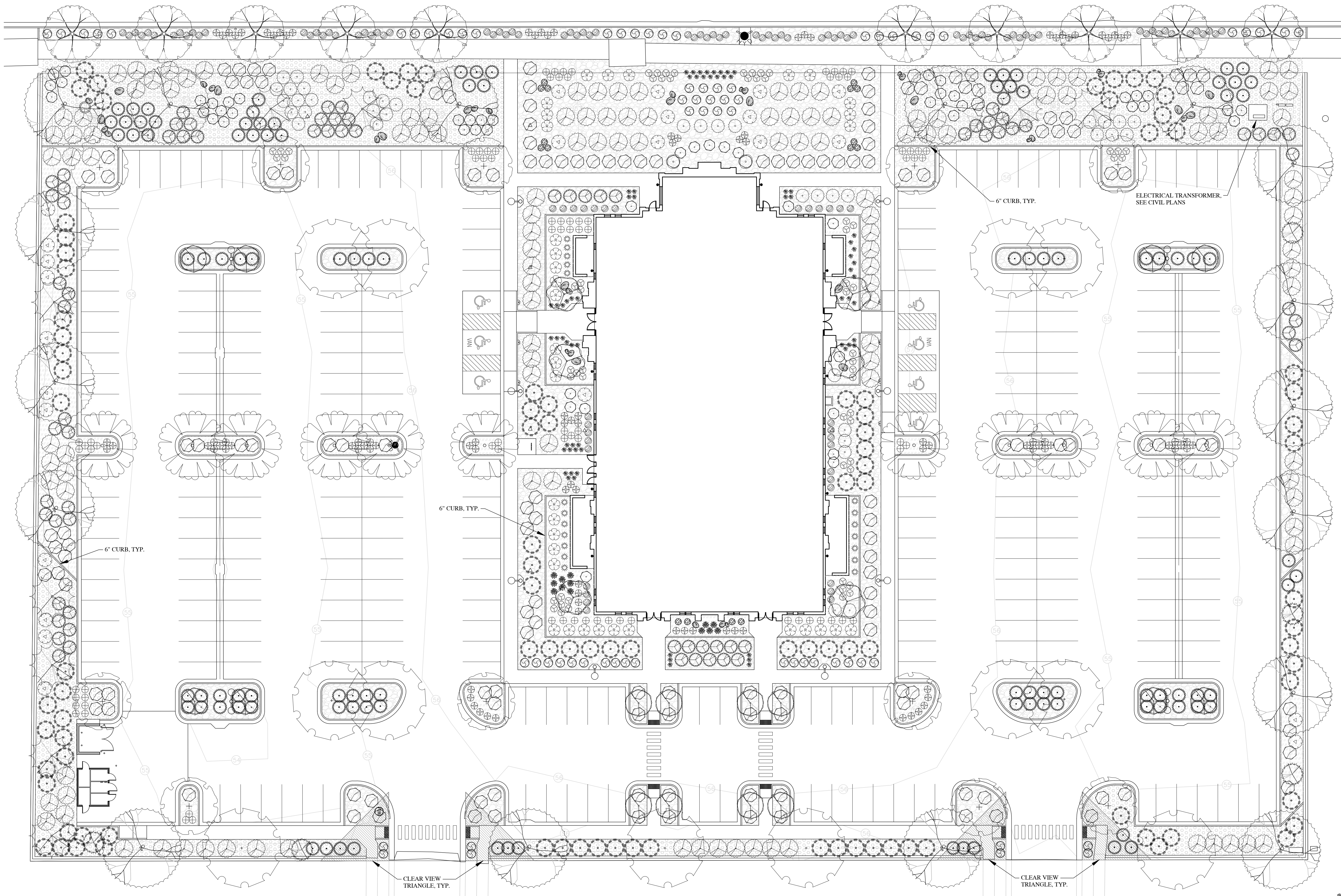
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ALUMINIUM LOUVER DETAIL

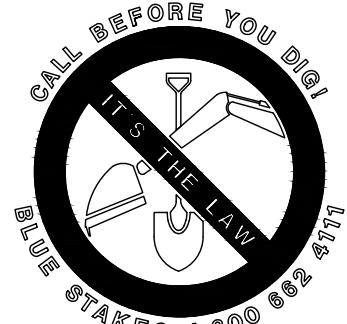
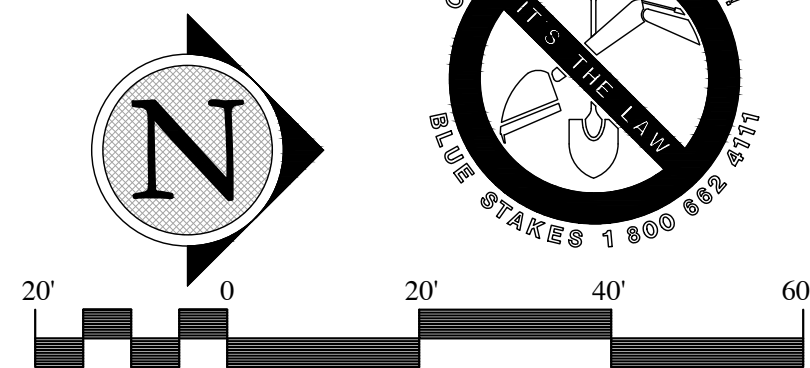
1/2" = 1'-0"

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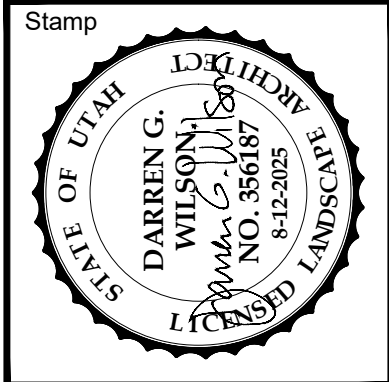




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A New Meetinghouse for:
Parkway Fields
Eagle Mountain UT Sweetwater Stake
70-028-7065
2858 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Revisions	Mark	Date	Description

Project Number
25-15
Plan Series
Granger 300
Property Number
501-8690
Date
May 1, 2025

Sheet Title
LANDSCAPE
PLAN

Sheet
LS101

BROADLEAF DECIDUOUS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY (HxW)
	ACER X TRUNCATUM 'KEITHSFORM' NORWEGIAN SUNSET MAPLE*	11	2" CAL.	40' X 25'
	CELTIS OCCIDENTALIS 'JES-KSUI' PRAIRIE SENTINEL HACKBERRY*	16	2" CAL.	40' X 12'
	GINKGO BILOBA 'GOLDEN COLONNADE' GOLDEN COLONNADE MAIDENHAIR TREE*	10	1.5" CAL.	40' X 25'
	GLEDITSIA TRIACANTHOS 'HARVE' HARVE HONEYLOCUST*	17	2" CAL.	30' X 25'
	PRUNUS SARGENTII 'PINK FLAIR' PINK FLAIR FLOWERING CHERRY	6	2" CAL.	30' X 15'
	SOPHORA JAPONICA 'PRINCETON UPRIGHT' PRINCETON UPRIGHT PAGODA TREE*	11	2" CAL.	30' X 30'
	ZELKOVA SERRATA 'VILLAGE GREEN' VILLAGE GREEN ZELKOVA*	12	2" CAL	40' X 35'

CONIFER / EVERGREEN LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY (HxW)
	PICEA GLAUCA DENSATA BLACK HILLS SPRUCE	9	8" TALL	40' X 25'
	PINUS NIGRA 'OREGON GREEN' AUSTRIAN BLACK PINE	5	8" TALL	20' X 10'

DESIGN CRITERIA

ECO-REGION	10.1 NORTHERN COLD DESERT
CLIMATE	U.S. HARDINESS ZONE 5
ZONING ORDINANCE	EAGLE MOUNTAIN CITY
WATER AVAILABILITY	NA
SOIL TYPE	NA
SLOPES	SEE GRADING PLAN
WIND	SOUTH PREVAILING
SETBACKS/EASEMENTS	NA
MICROCLIMATES	NA
SOIL PH	NA
LAWN AREA	0% OF TOTAL LANDSCAPE (0 SQ. FT.)
UNDEVELOPED	NA
PROPERTY IRRIGATION SYSTEM	AUTOMATED SYSTEM WITH SMART CONTROLLER

LANDSCAPE DATA

TOTAL SITE AREA	191,240 SQ.FT.*	4.4 ACRES
TOTAL LANDSCAPE AREA	52,076 SQ.FT.*	27% OF SITE
PLANTER AREA	52,076 SQ.FT.	100%
TREES ON SITE	97	
	TOTAL REQ'D = NA	PROVIDED = 97
	DECIDUOUS REQ'D = NA	PROVIDED = 83
	EVERGREEN REQ'D = NA	PROVIDED = 14
	SHRUBS REQ'D = NA	PROVIDED = 1,248
	DROUGHT TOLERANT REQ'D = NA	
	DROUGHT TOLERANT PROVIDED = 874 (73%)	
ADDITIONAL INFO: VEGETATIVE COVER REQUIRED AT MATURITY		50%
VEGETATIVE COVER PROVIDED (AT MATURITY)		50%

SHRUB / PERENNIAL/ GRASS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY (HxW)
	ARCTOSTAPHYLOS UVA URSI 'MASSACHUSETTS' MASSACHUSETTS KINNIKINNICK*	72	5 GAL.	1' X 6'
	BUDDLEIA 'PODARASIS' 'BLUE HEAVEN' BLUE HEAVEN BUTTERFLY BUSH*	101	5 GAL.	3' X 3'
	BUDDLEIA X 'BLUE KNIGHT' BLUE KNIGHT BUTTERFLY BUSH*	25	5 GAL.	4' X 6'
	CALAMAGROSTIS ACUT. 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS*	19	5 GAL.	3' X 5'
	CORNUS ALBA 'BAILHALO' BAILHALO IVORY DOGWOOD	2	5 GAL.	6' X 6'
	CORNUS SERICEA 'BAILADELINE' 'FIREDANCE' FIREDANCE DOGWOOD	52	5 GAL.	4' X 5'
	COTONEASTER DAMMERI 'LOWFAST' LOWFAST SPREADING COTONEASTER*	108	5 GAL.	1' X 6'
	FORSYTHIA 'COURTASOL' 'GOLD TIDE' GOLD TIDE FORSYTHIA	67	5 GAL.	2' X 4'
	HEMEROCALLIS X 'ROSY RETURNS' ROSY RETURNS DAYLILY*	68	1 GAL.	2' X 2'
	HESPERALOE PARVIFLORA 'MSWNERMA' DESERT DUSK RED YUCCA*	13	5 GAL.	3' X 3'
	PINUS MUGO 'SLOWMOUND' SLOWMOUND DWARF MUGO PINE*	16	5 GAL.	3' X 3'
	PRUNUS BESSEYI 'PAWNEE BUTTES' PAWNEE BUTTES SAND CHERRY*	151	5 GAL.	2' X 6'
	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC*	129	5 GAL.	3' X 8'
	RIBES ALPINUM 'GREENMOUND' GREEN MOUND CURRANT*	111	5 GAL.	3' X 3'
	ROSA X 'MEIPSIDUE' 'FIRE' RED GROUNDCOVER ROSES	35	5 GAL.	2' X 5'
	SPIRAEA JAPONICA 'MAGIC CARPET' MAGIC CARPET SPIRAEA	81	5 GAL.	3' X 3'
	SYMPHORICARPOS X CHENAUULTII 'HANCOCK' HANCOCK CORALBERRY (LOW-SPREADING)*	100	5 GAL.	2' X 8'
	TAXUS X MEDIA 'EVERLOW' EVERLOW YEW*	38	5 GAL.	2' X 6'
	VIBURNUM OPULUS 'NANUM' DWARF EUROPEAN CRANBERRY BUSH	60	5 GAL.	2' X 3'

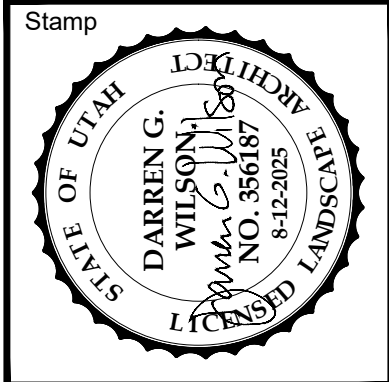
(*WATER-WISE PLANT)

GROUNDCOVERS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	1" TO 1 1/2" TALON'S COVE CRUSHED ROCK FROM UTAH LANDSCAPE ROCK IN NEPHIL, UTAH.	3" DEPTH	PER PLAN
	1" TO 1 1/2" 'SOMA' CRUSHED ROCK FROM UTAH LANDSCAPE ROCK IN NEPHIL, UTAH.	3" DEPTH	PER PLAN
	2" TO 4" 'SOUTHTOWN' COBBLE ROCK FROM UTAH LANDSCAPE ROCK IN NEPHIL, UTAH.	6" DEPTH	PER PLAN
	DECORATIVE 'SOMA' LANDSCAPE BOULDERS SIZE: 2', 3' AND 4' BOULDERS	PER PLAN	PER PLAN

LANDSCAPE NOTES

1. STOCKPILED, SCREENED TOPSOIL TO BE IMPLEMENTED IN ALL PLANTING AREAS AT THE FOLLOWING DEPTHS: 12" IN ALL SHRUB BEDS.
2. 6" CONCRETE MOWCURB TO BE IMPLEMENTED BETWEEN ALL DIFFERENT ROCK TYPES AS SHOWN ON PLAN.
3. ROCK MULCH TO BE IMPLEMENTED IN ALL PLANTER BEDS AT DEPTHS NOTED IN LEGEND. ALL ROCK MULCH TYPES TO BE CLEAN AND FREE OF DIRT AND DEBRIS, PLACED AT A UNIFORM DEPTH AND RAKED SMOOTH. INSTALL DEWITT 4.1 OZ WEED BARRIER FABRIC UNDER ALL ROCK MULCH.
4. ALL TREES TO BE STAKED AT TIME OF PLANTING. SEE DETAILS FOR SPECIFICS. REMOVE STAKING WITHIN FIRST YEAR OR WHEN TREE IS ESTABLISHED.
5. PLANTS LOCATED WITHIN REQUIRED SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIAL SHALL BE MAINTAINED TO BE LOWER THAN 3' (SHURBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY.)
6. MATERIAL QUANTITIES AND COUNTS ON LEGENDS AND NOTES ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR RESPONSIBLE TO VERIFY ALL COUNTS AND QUANTITIES ON PLANS.



A New Meetinghouse for:
Parkway Fields
Eagle Mountain UT Sweetwater Stake
70-028-7065
2888 North Pony Express Parkway
Eagle Mountain, Utah

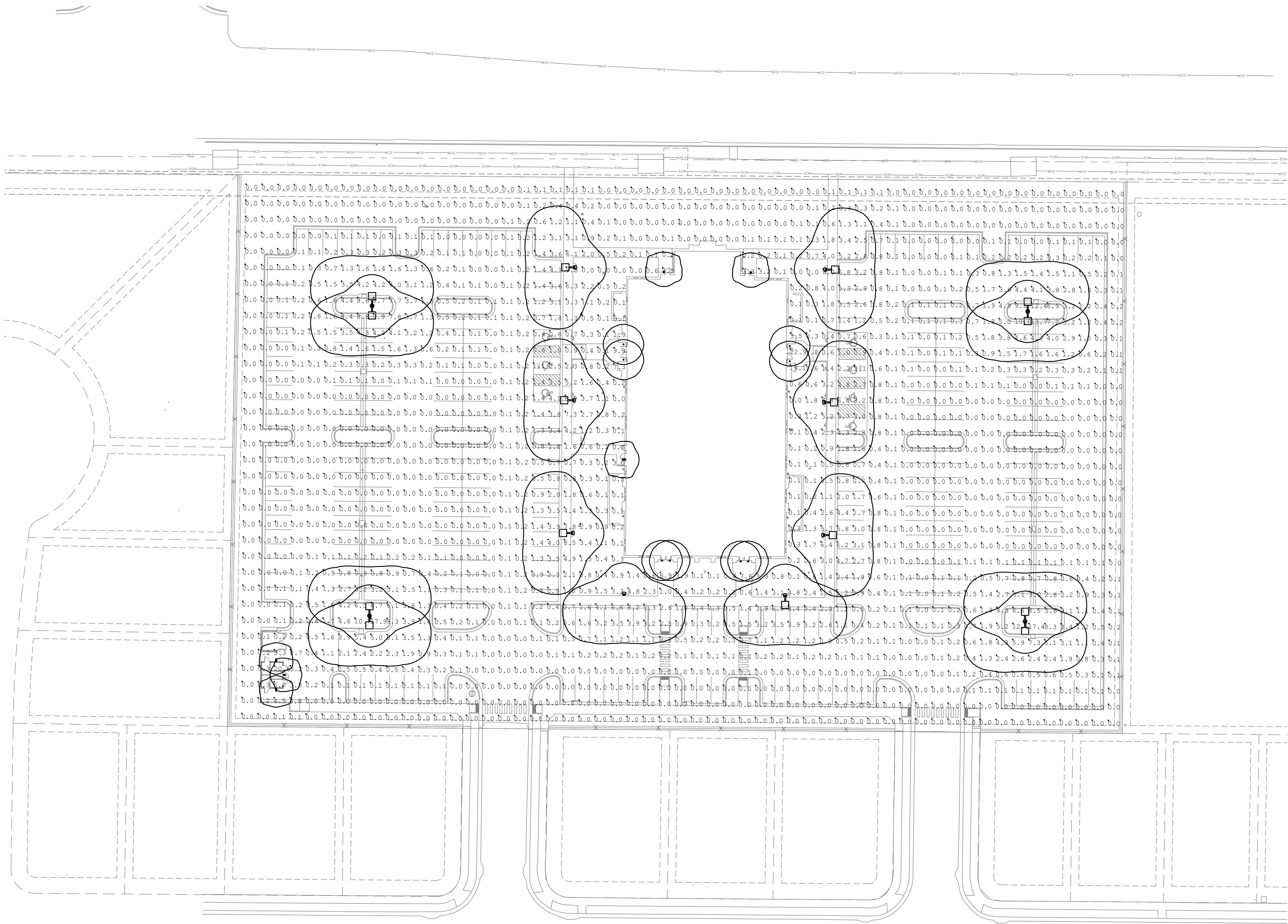
Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Revisions	Mark	Date	Description

Project Number	25-15
Plan Series	Granger 300
Property Number	501-8690
Date	May 1, 2025

Sheet Title
**LANDSCAPE
NOTES**

Sheet
LS102



LUMENS PER ACRE
TOTAL SITE SIZE = 4.39 ACRE
TOTAL EXTERIOR LIGHTING LUMENS = 203,344 LM
TOTAL LUMENS PER ACRE = 46,320 LM

ELECTRICAL SITE ILLUMINATION PLAN
SCALE: 1" = 30'-0"



ENVISION
ENGINEERING

240 E. MORRIS AVE., SUITE 200
SALT LAKE CITY, UT 84115

P (801) 534-1130

www.envisioneng.com

ENV: 2025-100

evans + associates architecture

11576 south state street, suite 103b, draper, utah 84020

PHONE 801-933-9212

Stamp

A New Meetinghouse for:
Parkway Fields
Eagle Mountain UT Sweetwater Stake

70-028-7065
2858 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Revisions	Mark	Date	Description

Project Number
25-15
Plan Series
Granger 300
Property Number
501-8690
Date
May 1, 2025

Sheet Title

ELECTRICAL SITE ILLUMINATION PLAN

Sheet
C302

General Plan Categories

Land Use Map

Foothill Residential



Neighborhood Residential 1



Neighborhood Residential 2



Community Commercial



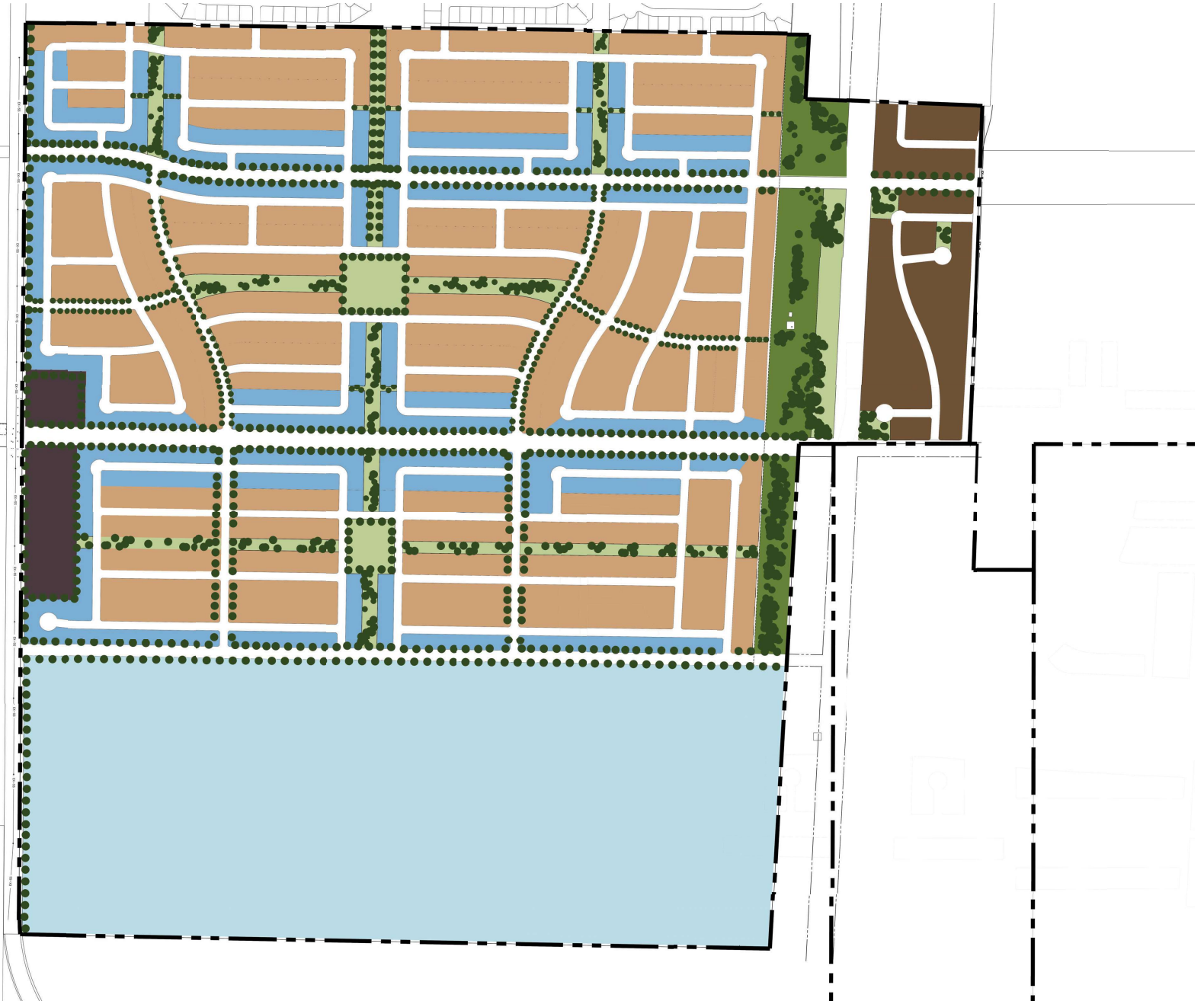
Business Park - Light Industrial .
no change proposed



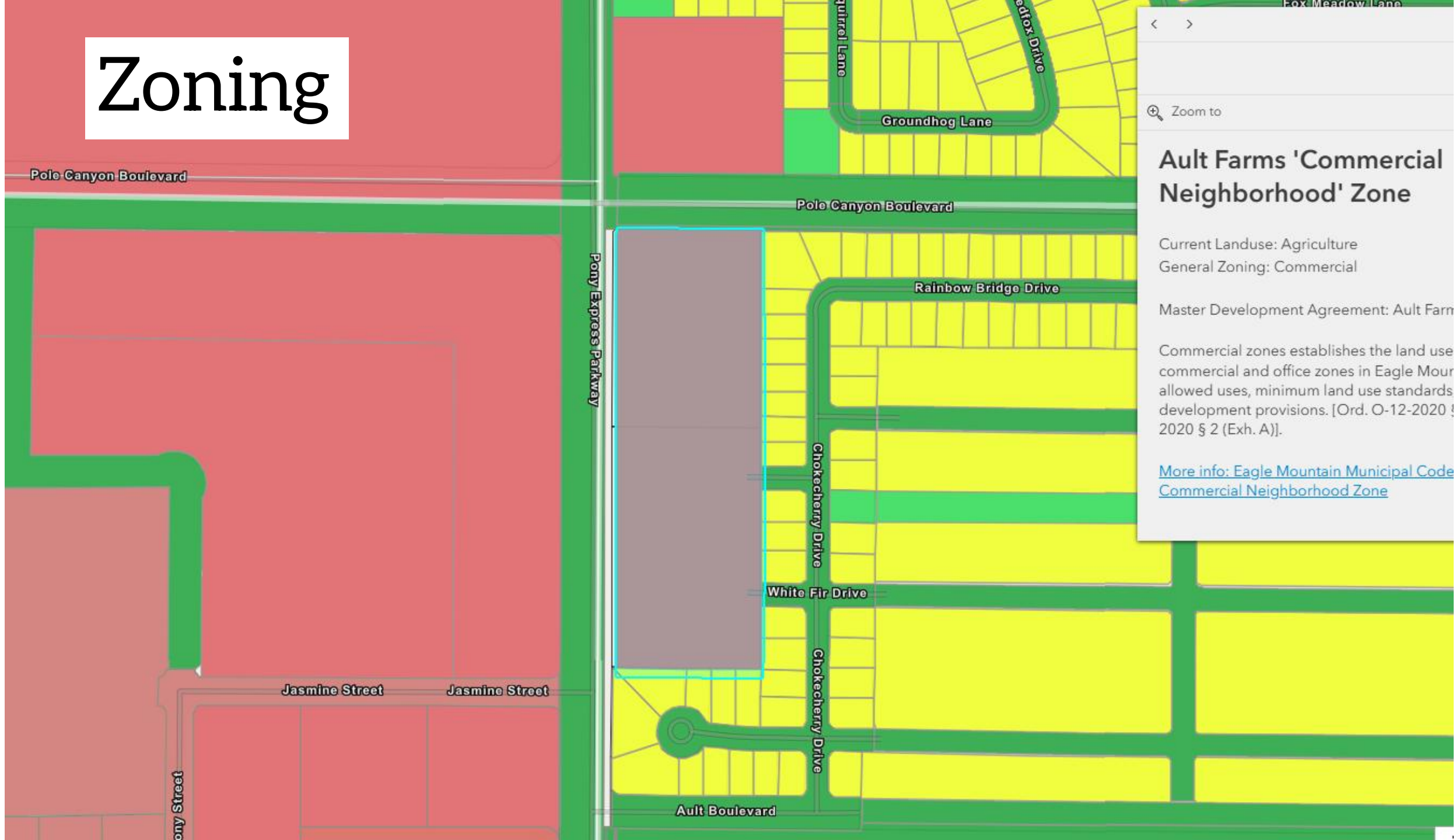
Open Space - Improved

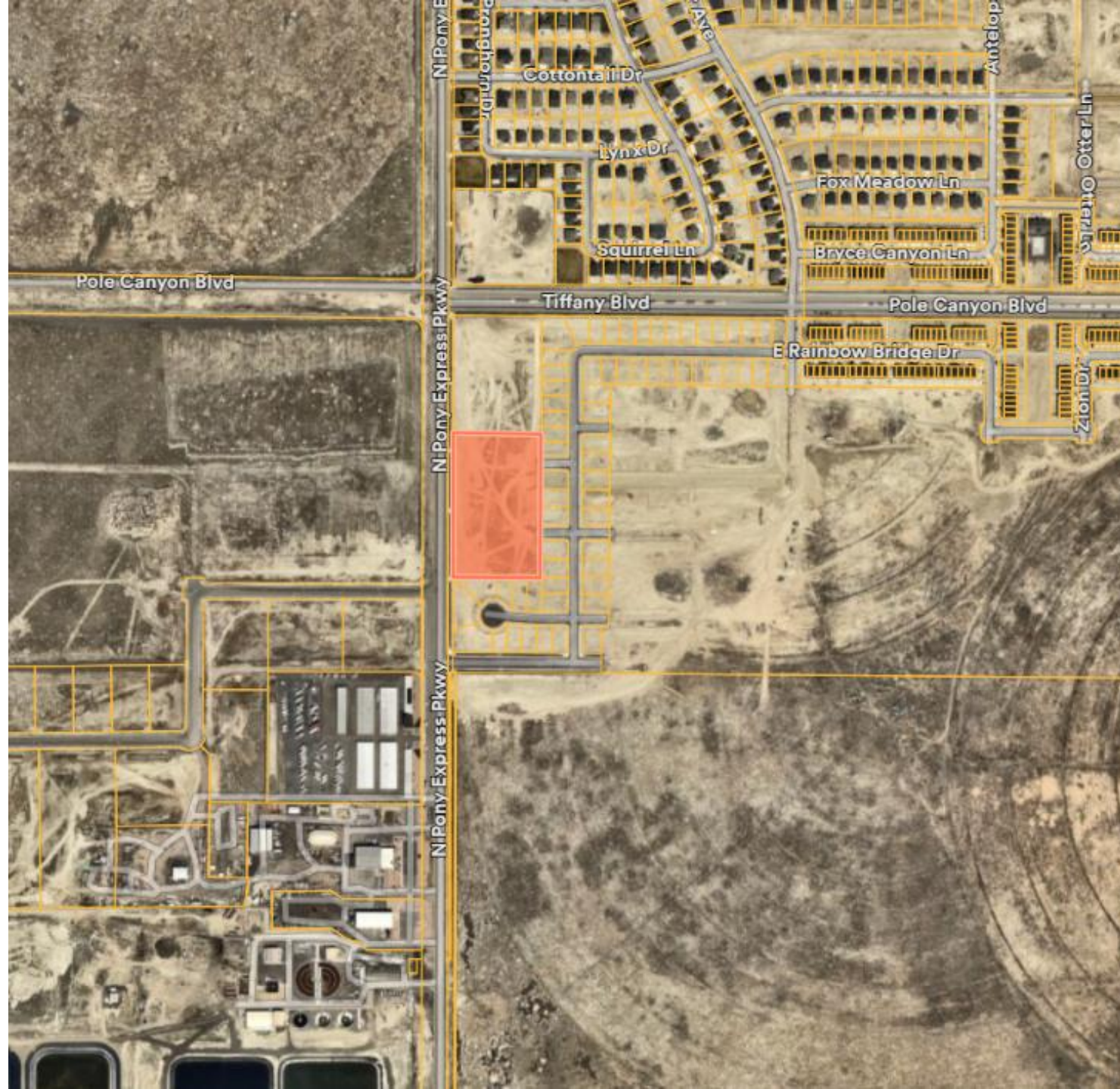


Open Space - Natural



Zoning







N Pony Express Pkwy

2858

Express Pkwy



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	RESOLUTION - Resolution of Eagle Mountain City, Utah Approving a Reimbursement Agreement for Crosswalk Access at Woodhaven Boulevard and Pony Express Parkway.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$24,850
APPLICANT:	Unified Business Alliance

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

PUBLIC HEARING

No

PREPARED BY

David Salazar, Assistant City
Engineer

PRESENTED BY

David Salazar

RECOMMENDATION:

City staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah Approving a Reimbursement Agreement for Crosswalk Access at Woodhaven Blvd and Pony Express Pkwy.

BACKGROUND:

The City Council requested the installation of a crosswalk at Woodhaven Boulevard and Pony Express Parkway to accommodate school children. During the process, it was discovered that a development, Rider's Station, was in design directly north of the intersection. Engineering staff coordinated with the developer and negotiated a reimbursement agreement under which the City would fund improvements on the City side of the intersection to meet City requirements for crosswalk placement.

The crosswalk was planned for the west side of the intersection, since most peak traffic turns east and would conflict with a crossing on the east side. Because the west side required additional construction due to an existing 20% grade, a second trail will be added to accommodate the crossing.

ITEMS FOR CONSIDERATION:

Originally, the City was going to design and construct the entire crosswalk along with striping, signs, trails, ADA ped ramp, and pedestrian signal poles on both sides. Working with the developer saved the City approximately \$50,000 in design and construction costs along with the time saved by working with an existing design.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A - Agr
3. Crosswalk Layout
4. Rider's Station Plan

RESOLUTION NO. R-_____-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH
APPROVING A REIMBURSEMENT AGREEMENT FOR CROSSWALK ACCESS AT
WOODHAVEN BOULEVARD AND PONY EXPRESS PARKWAY

PREAMBLE

WHEREAS, the City Council directed staff to provide a crosswalk at the intersection of Woodhaven Boulevard and Pony Express Parkway to improve pedestrian safety; and

WHEREAS, the Rider's Station development is in the planning stages and will be located near the intersection and coordination with the developer was necessary to complete the improvements; and

WHEREAS, the City and the developer have negotiated a reimbursement agreement to allocate responsibilities and costs for the improvements; and

WHEREAS, the City Council finds it in the public interest to approve the reimbursement agreement;

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

1. The Reimbursement Agreement for Crosswalk Access at Woodhaven Boulevard and Pony Express Parkway which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October 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 7th day of October, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

EXHIBIT A

REIMBURSEMENT AGREEMENT

(Pony Express Parkway – Woodhaven Boulevard Intersection)

This Reimbursement Agreement (this “**Agreement**”) is entered into as of the date last executed below (the “**Effective Date**”) by and among Eagle Mountain City, a municipal corporation of the State of Utah (the “**City**”); and Unified Business Alliance, a Utah limited liability company (“**Developer**”). City and Developer are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Developer is currently constructing infrastructure improvements (“**Construction**”) near the Pony Express Parkway and Woodhaven Boulevard intersection (“**Intersection**”) as part of an active development.

B. City desires to construct improvements in or near the Intersection that will include realigning the asphalt trail, adding retaining wall, building up the existing grade, constructing concrete ADA pedestrian ramp (“**Improvements**”) as depicted in Exhibit A.

C. It is the intent of the Parties that, upon the terms and conditions set forth herein, the Developer will complete the Improvements, and that the City will reimburse Developer for the costs related to the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

AGREEMENT

1. **Recitals**. The above-stated recitals are incorporated herein as part of this Agreement.

2. **Improvements**. Developer will construct and install, or cause to be constructed and installed, in accordance with all applicable City standards as outlined in Eagle Mountain Municipal Code. The curb ramp at the southwest corner of Pony Express Parkway and Woodhaven Boulevard has been designed per Eagle Mountain City direction to tie into existing curb, gutter, and roadway grades without altering existing asphalt or curb. Due to fixed elevations and grades, full ADA compliance is technically infeasible. Eagle Mountain City has reviewed, approved, and accepted the design as shown in Exhibit A, and assumes all responsibility and liability. The initial costs for the Improvements will be borne by Developer and shall be reimbursed by the City upon completion of the Improvements, and upon the inspection and acceptance of the same by the City. Upon completion and acceptance by the City of the Improvements, the City shall thereafter own and maintain the Improvements in their entirety, subject to reimbursement to Developer as set forth herein.

3. **Determination of Reimbursable Costs**. Subject to the terms and conditions of this Agreement, the City shall reimburse Developer for the actual costs and expenses associated with the Improvements (the “**Reimbursable Costs**”) identified in Exhibit B (the “**Cost Estimate**”). As of the date of this Agreement, the Reimbursable Costs are estimated to be \$24,850.00.

3.1. **Estimated Costs**. The Cost Estimate depicts the estimated costs of the Improvements broken down by “*Item #*” (individually an “**Item**”). The Parties acknowledge that the Cost Estimate reflects only the *estimated* costs of the Improvements as of the date of this Agreement and that the actual costs may be higher/lower than as detailed therein.

3.2. **True-Up of Actual Costs**. When Developer completes any individual Item and the actual costs of that individual Item are known, the amounts itemized in the Cost Estimate shall be adjusted to reflect the actual costs of each Item and the City shall be obligated to reimburse Developer for the actual costs of each Item.

3.3. **Increase to Reimbursable Costs.** Developer agrees to notify City if there are any cost increases to any Item(s). In connection therewith, Developer shall provide City with any accompanying change order(s), documentation, or other information that highlights the basis for any such cost increases. The City shall reimburse Developer for any increase in costs that are reasonably necessary to complete the Improvements, subject to the provisions of this Agreement.

3.4. **City Review of Reimbursable Costs.** The City represents that the City Engineer has reviewed the Cost Estimates and has determined that it accurately and fairly reflects the anticipated costs of the Improvements.

4. **Developer's Representations.** In conjunction with the submission of any and all invoices to the City for the actual costs of the Improvements, Developer represents and warrants to the City the following:

4.1. All Reimbursable Costs were procured through arms-length transactions;

4.2. Developer, or its principals or affiliates, do not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in any invoices;

4.3. To the best of Developer's knowledge, the invoices are true and accurate invoices for the actual costs of the Improvements;

4.4. Developer has not requested or been provided any kickbacks or reimbursements in exchange for Developer accepting or agreeing to the invoices;

4.5. If any contractors or entities providing materials or services reflected in the invoice provide other materials or services to Developer (or Developer's principals or affiliates), Developer has not requested or been provided any discount on other materials or services in exchange for Developer utilizing such contractors or entities for the Improvements; and

4.6. The Reimbursable Costs do not include any administrative fees, construction management fees, insurance costs, licensing fees, or attorney fees for Developer or its principals or affiliates.

5. **Review of Actual Expenditures.** Prior to any reimbursement by the City for the Reimbursable Costs, City may require that Developer submit additional information or detail regarding all material, labor, and equipment costs (the "**Cost Breakdown**"). Developer shall include invoices or receipts from all third parties providing material, labor, or equipment for the Improvements. Developer, either directly or through any affiliated company or subsidiary, shall not include or be entitled to any administrative fees, management fees, mark-up on any material, labor, or equipment. If the City disputes any of the costs or amounts included in the Cost Breakdown, City may either request additional information from Developer or provide to Developer a written response detailing the costs or amount that City disputes and an explanation for City not accepting such costs or amounts.

6. **Reimbursement Payments.** Subject to the other terms and conditions of this Agreement, City covenants and agrees to reimburse Developer for any amounts owed Developer hereunder within thirty (30) days of the receipt of an invoice and a request for reimbursement. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest).

7. **Remedies.** Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO SELLER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

8. **General Provisions.**

8.1. **Governmental Immunity.** The City is a governmental entity under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the “**Immunity Act**”). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

8.2. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8.3. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

8.4. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

8.5. **Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either Party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

8.6. **Cumulative Remedies.** The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

8.7. **Amendment.** This Agreement may not be modified or amended except by any instrument in writing signed by both Parties.

8.8. **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

8.9. **Exhibits.** All exhibits attached hereto are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

8.10. **Attorney Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed, or the provisions of this Agreement be enforced through mediation or arbitration.

8.11. **No Third-Party Beneficiaries.** Enforcement of the terms of this Agreement is reserved to the Parties and their respective successors and assigns, and nothing contained herein provides any claim, benefit, or right of action for enforcement to any other person or entity not a party hereto.

8.12. **No Partnership.** The Parties do not by this Agreement in any way or for any purpose become partners or joint ventures with each other.

8.13. **Assignability.** The rights and responsibilities of Seller under this Agreement may not be assigned in whole or in part by Seller without the written consent of the City. Notwithstanding the foregoing, Seller may assign its rights and obligations under this Agreement to any entity that controls, is controlled by or is under common control with Seller (and upon such assignment the assigning entity shall be relieved of its covenants, commitments, and obligations hereunder).

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed by the City below.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

DATE

ATTEST

GINA L. OLSEN, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

UNIFIED BUSINESS ALLIANCE LLC
A UTAH LIMITED LIABILITY COMPANY

SIGNER, TITLE

EXHIBIT A

SW Corner Improvements Design

EXHIBIT B

Bid for SW Corner Improvements

<i>Site Work</i>	<i>\$15,640</i>
<i>Concrete</i>	<i>\$5,660</i>
<i>Landscaping</i>	<i>\$3,550</i>
<i>TOTAL</i>	<i>\$24,850</i>



SIRI
CONTRACTING

SIRI CONTRACTING, LLC
142 N 1800 W SUITE 800
LINDON, UT 84042
801-386-3008

BID PROPOSAL

Project Name: Rider's Station Intersection
Location: Saratoga Springs, UT
Submitted To: Adam Hurd
Company: Brix Construction

Date: August 13, 2025
Estimator: Kyle Van Lindt

SCOPE OF WORK: SITE WORK

ITEM NO.	EARTHWORK ITEM DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
----------	----------------------------	--------------	-------	------------	--------------

SCOPE OF WORK:

1	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1.00	LS	\$2,500.00	\$2,500.00
3	Street Sweeping	10.00	HRS	\$300.00	\$3,000.00
4	Clear/Grub and Haul Off	15.00	CY	\$70.00	\$1,050.00
5	Import and Place Structural Fill to Subgrade Elevations	25.00	TN	\$60.00	\$1,500.00
6	Sidewalk Grading	240.00	SF	\$5.00	\$1,200.00
7	Import and Place Road Base Under Sidewalk	10.00	TN	\$65.00	\$650.00
8	Fine Grade for Landscape Areas	370.00	SF	\$2.00	\$740.00
Earthwork Total:					\$15,640.00

Total Project: \$15,640.00

EXCLUSIONS:

- 1 Survey, layout, construction staking, grade verification, engineering
- 2 Testing, Dewatering
- 3 Building Permits and fees
- 4 Hazardous Material, Debris Handling and Disposal

SPECIAL PROVISIONS:

- 1 Water required for compaction and dust control will be available on-site at no charge.
- 2 All on-site excavated material is considered suitable for use as structural backfill.
- 3 Any insurance requirements over \$2 Million will be extra and are not included in the base price.
- 4 This bid proposal excludes winter conditions costs and snow / frost removal or replacement with dry structural fill.
- 5 Light poles, electrical trenches and bollards are by others.
- 6 This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- 7 This bid is based on the cost of fuel and oil prices on bid day. Any increase in oil prices will be passed through to the owner.
- 8 Siri Contracting retains all salvage rights on the demolition at the condition during the bidding process.
- 9 This bid is based on a site visit and plans by
- 10 Earthwork quantities calculated from drawings listed above. No other survey or measurement were performed.
- 11 This bid is valid for 30 days from date of bid.
- 12
- 13
- 14
- 15
- 16

Landscaping Estimate



Pascal Dupont<rootsabc123@gmail.com>
To: Adam Hurd

🗿 ↩️ Reply ↩️ Reply all ➡️ Forward 📎 📧 📅 ...
Wed 8/20/2025 7:08 AM

Total \$3550
Sod removal/ haul off \$385
5 ounce Fabric \$190
Gravel @ 4" thick \$900
Sprinkler \$200
12' concrete curbing \$120
Plant material \$1750
6@ yew
2@ globe spruce
3@ rosy glow barberry
7 @ Japanese grass
6@ Karl forester grass
NO TREES figured

...

↩️ Reply ➡️ Forward



BLUE COLLAR BUILDERS INC
782 S River Rd # 353
St George, UT 84790 US
+14354144320
office@bluecollarbuilders.us

Estimate

ADDRESS
UAB Development
UBA Development

ESTIMATE #	DATE	EXPIRATION DATE
5653	09/05/2025	09/30/2025

P.O. NUMBER
ADA Concrete

SALES REP
William Naylor

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Ada Ramp ADA ramp and side walk	1	5,660.00	5,660.00

TOTAL **\$5,660.00**

Accepted By

Accepted Date

Existing Conditions at Woodhaven Blvd and Pony Express Pkwy Southwest Corner (not to scale)



UNIFIED BUSINESS ALLIANCE

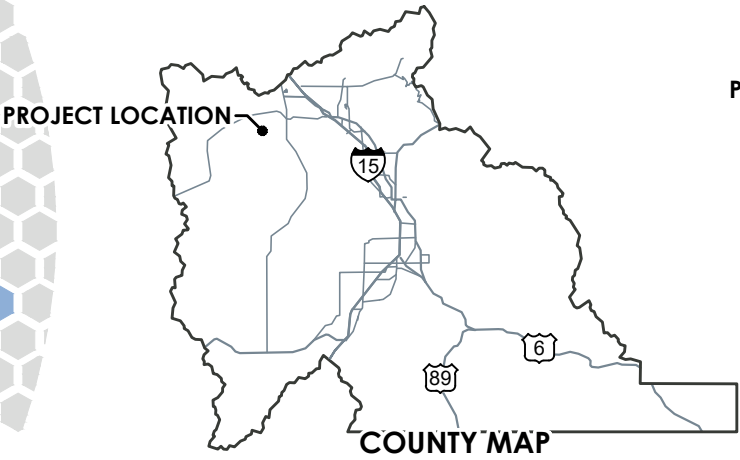
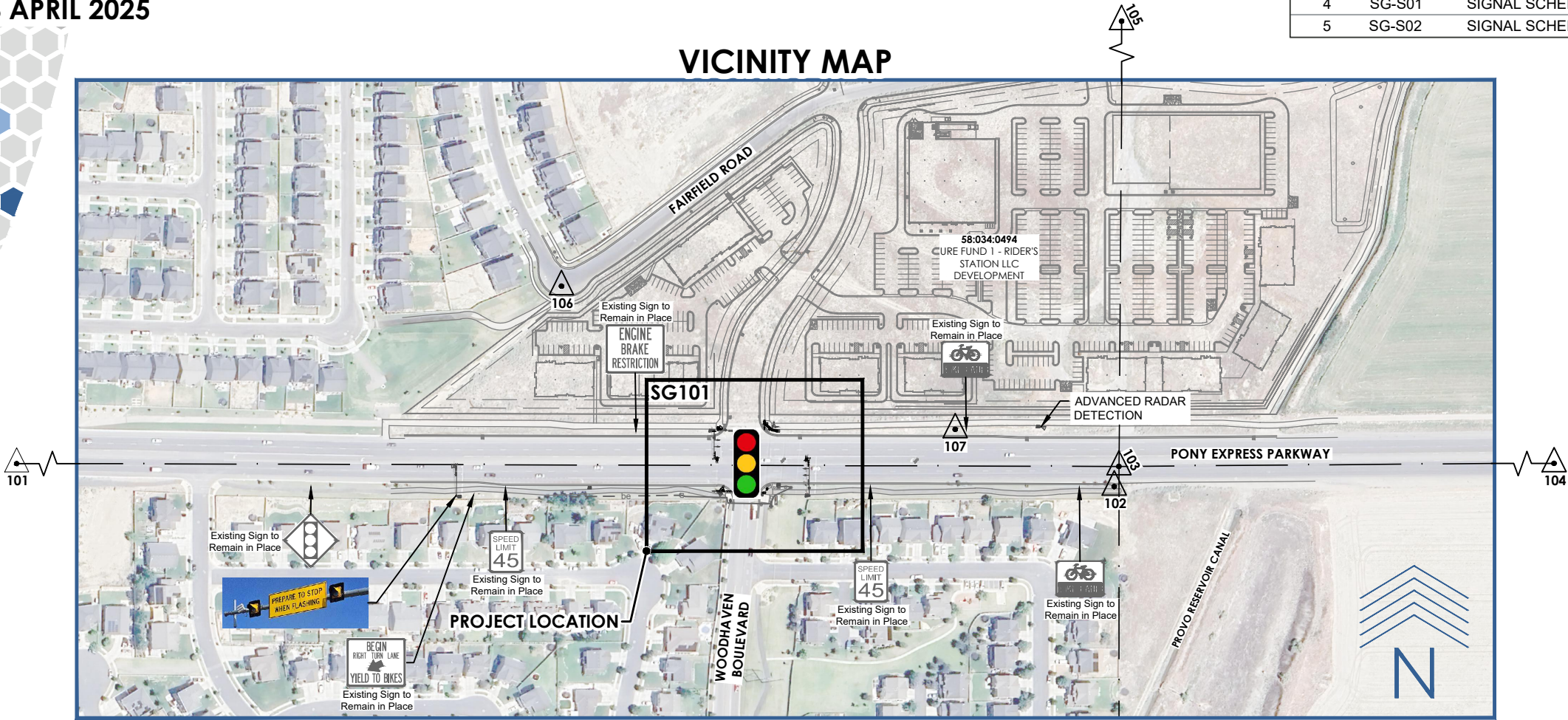


RIDER'S STATION TRAFFIC SIGNAL

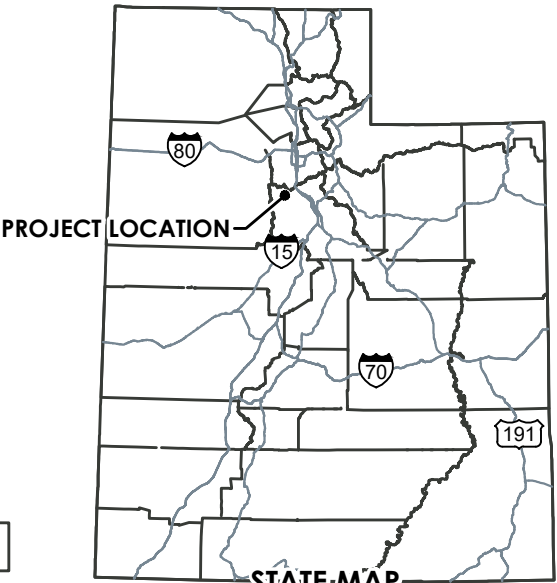
ISSUED: 28 APRIL 2025

SHEET INDEX		
SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	GI001	COVER SHEET
2	SG101	SIGNAL PLAN
3	SG102	SIGNAL CIRCUIT
4	SG-S01	SIGNAL SCHEDULE
5	SG-S02	SIGNAL SCHEDULE

VICINITY MAP



COUNTY MAP



STATE MAP

SURVEY CONTROL TABLE					
POINT ID	LOCAL COORDINATE SURVEYED NORTHING	LOCAL COORDINATE SURVEYED EASTING	MODIFIED STATE PLANE NORTHING	MODIFIED STATE PLANE EASTING	POINT DESCRIPTION
101	5007.228	2360.471	7300900.110	1513764.800	S 1/4 COR SECTION 21
102	4966.569	4986.807	7300859.451	1516391.136	RM SW COR SECTION 22
103	5000.000	5000.000	7300892.882	1516404.329	SW COR SECTION 22
104	5020.422	7668.477	7300913.304	1519072.806	S 1/4 COR SECTION 22
105	7646.899	5018.364	7303539.781	1516422.693	W 1/4 COR SECTION 22
106	5271.280	4741.533	7301164.162	1516145.862	REBAR NO CAP
107	5090.755	4720.131	7300983.637	1516124.460	OAKHILL SURVEY R&C



UNIFIED

BUSINESS ALLIANCE



CONSULTANTS

REVISIONS:	
###	REVISION DESCRIPTION



CONSULTANTS



Avenue Consultants, Inc
6575 South Redwood Road, Suite 101
Taylorsville, UT 84123
www.avenueconsultants.com

PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION

Stamp

COVER SHEET

UNIFIED BUSINESS ALLIANCE

RIDER'S STATION TRAFFIC SIGNAL

3400 W MAYFLOWER AVE, SUITE 350, LEHI, UT 84043

Designer KAF, PE	Checker KJC, PE
SHEET NO.	1 OF 5
SHEET TITLE	GI001



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Establishing an Advertising Policy for <i>Trailhead</i> .
ITEM TYPE:	Resolution
FISCAL IMPACT:	Adoption of this policy is anticipated to save Eagle Mountain City taxpayers \$13,000 annually.
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Tyler Maffitt, Communications
Manager

PRESENTED BY

Tyler Maffitt

RECOMMENDATION:

Staff recommends that the City Council authorize the inclusion of local business advertising in *Trailhead* beginning with the 2026 edition by adopting both the Advertising Policy and, later in the same meeting, an amended Consolidated Fee Schedule for the advertising rates, with pricing structured generally as outlined in the supporting documents, but with flexibility for Council direction to adjust rates as needed in future years, whether to encourage broader participation, incentivize early adopters, or respond to demand.

BACKGROUND:

Purpose

The purpose of this report is to present for Council consideration a proposal to incorporate business advertising into *Trailhead*, Eagle Mountain City's annual magazine. Doing so will help offset production costs, create a sustainable model for publication, and allow the magazine to remain a valued community resource.

Background

Since its first edition in 2024, *Trailhead* has served new move-ins to Eagle Mountain with quality information about the community. In 2025, it was awarded Best External Publication by the City-County Communications & Marketing Association (3CMA). This distinction recognizes both its quality and community impact. As the magazine prepares its third edition in 2026, staff sees an opportunity to leverage this momentum by inviting local businesses to advertise.

The publication currently costs the City approximately \$13,000 per year to print and mail to new residents of Eagle Mountain. To preserve the magazine's integrity, and balance between content and advertising, staff has modeled advertising rates based on comparable community publications in the region. This model includes expanding the magazine to 90 pages, including covers.

Advertising Rates

- **Spread:** \$1,500
- **Full Page:** \$900
- **Half Page:** \$500
- **Quarter Page:** \$300

Advertising would be limited to businesses that are located in, or serve, Eagle Mountain, Cedar Fort, Fairfield, and Saratoga Springs on a first-come, first-served basis. This ensures that ads remain relevant and supportive of the local economy.

Advertising Policy

Staff has developed a draft policy, advertising contracts, and procedures to ensure a professional, customer-service friendly, and efficient process for businesses. Payment collection and placement would be coordinated through the Communications department.

ITEMS FOR CONSIDERATION:**Benefits**

- **Offsets taxpayer cost:** Advertising revenue will reduce or eliminate the current \$13,000 annual production cost.
- **Supports local businesses:** Provides affordable marketing opportunities for Eagle Mountain-area businesses.
- **Strengthens community culture:** Helps *Trailhead* remain a high-quality publication that residents look forward to each year.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ESTABLISHING AN ADVERTISING POLICY FOR *TRAILHEAD*

PREAMBLE

WHEREAS, Eagle Mountain City produces *Trailhead*, an annual City publication, as an informational resource for residents; and

WHEREAS, the City Council desires to establish clear guidelines for advertising within *Trailhead*; and

WHEREAS, adoption of an advertising policy will provide consistency, transparency, and fairness in how advertising opportunities are managed;

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

1. The Eagle Mountain City Advertising Policy for *Trailhead* is hereby approved 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 7th day of October, 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 7th day of October, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

Trailhead Magazine Advertising Policy

Purpose

The purpose of this policy is to provide clear and consistent guidelines for the inclusion of paid advertising in Trailhead magazine. The policy ensures that advertising is managed in a viewpoint-neutral, legally compliant manner while supporting Eagle Mountain City's missions to inform and serve its residents.

Principles

1. Viewpoint Neutrality: Eagle Mountain City will not restrict advertising based on the viewpoint expressed.
2. Public Purpose: Advertising in Trailhead shall be secondary to the magazine's primary function as a resident information resource.
3. Cost Recover: Advertising revenue will be used solely to offset production and distribution costs. Trailhead is not intended to generate profit.
4. Fair Access: All advertisers who meet the eligibility standards below will be given equal opportunity to participate on a first come, first-served basis.

Eligibility

1. Advertisers must have an Eagle Mountain City business license or be exempt from the license requirement under Eagle Mountain Municipal Code Section 5.05.280.
2. Advertisers must have a physical location in Eagle Mountain, Saratoga Springs, Cedar Fort, or Fairfield. Preference is given to businesses with a physical location in Eagle Mountain City.
3. Both home-based and brick-and-mortar businesses are eligible.
4. National or regional companies may advertise only if they have a physical location in Eagle Mountain City.

Restrictions

Advertising content may not

- Relate to illegal products, services, or activities.
- Contain obscene, discriminatory, defamatory, or sexually explicit material.
- Advocate for or against political candidates, ballot measures, or political parties.
- Endorse or oppose religion, a particular religion, or a particular doctrine of a religion.
- State or imply that the City endorse a specific product, service, or business.

Placement & Proportion

1. Advertising will not exceed 40% of the total magazine page count.
2. Advertising may not displace core editorial content, which remains the magazine's primary purpose.
3. Ads will be clearly distinguished from City content.

Review & Approval

1. The Communications Department will administer the advertising program under this policy.
2. Advertising will be accepted on a first-come, first-served basis until available space is filled.
3. The City reserves the right to reject advertisements that do not meet the eligibility or restriction criteria above.

Pricing

1. Rates for advertisements will be established by the City Council and placed on the Consolidated Fee Schedule.
2. Rates will be reviewed annually and adjusted as needed to ensure costs are covered without producing a profit.

Disclaimer

Each issue of Trailhead shall include the following disclaimer:

“Advertising contained in Trailhead magazine is paid space and does not constitute an endorsement by Eagle Mountain City of the advertiser, its products, or services.”



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Varies
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Tyler Maffitt, Communications
Manager
Kimberly Ruesch, Finance
Director

PRESENTED BY

Tyler Maffitt, Kimberly Ruesch

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule Relating to 1) Impact Fee Appendix A, and 2) Advertising Rates for *Trailhead Magazine*.

BACKGROUND:

TRAILHEAD MAGAZINE ADVERTISING RATES

Purpose:

To request City Council approval to amend the Consolidated Fee Schedule by adding advertising rates for *Trailhead* magazine under a new section, Miscellaneous 1.7.

Background:

Trailhead magazine serves as Eagle Mountain City's official publication, providing residents with important information, resources, and community updates. The City recently adopted an advertising policy for *Trailhead* to allow local businesses the opportunity to purchase space in the magazine in a viewpoint-neutral and legally compliant manner. Advertising revenue will be used solely to offset production and distribution costs.

Proposed Change:

Staff recommends the following advertising rates be added to the Consolidated Fee Schedule:

- Spread: \$1,500
- Full-page: \$900
- Half-page: \$500
- Quarter-page: \$300

APPENDIX A - TABLE OF IMPACT FEES

Background:

Appendix A of the Consolidated Fee Schedule includes a table of impact fees that have been adopted by Eagle Mountain City and Timpanogos Service District. Appendix A is being updated to reflect the current Wastewater fee for Timpanogos Service District and to include reference to Ordinance 10-2025 that partially suspends the transportation impact fee for non-residential uses.

Please see the attached redlines.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. CFS Trailhead Fees
3. CFS Appendix A
4. CFS Appendix A - CLEAN

RESOLUTION NO. R-_____-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE (TRAILHEAD ADVERTISING RATES & TSSD IMPACT FEE RATES)

PREAMBLE

WHEREAS, Eagle Mountain City maintains a Consolidated Fee Schedule setting forth rates, fees, and charges adopted by the City Council; and

WHEREAS, the City Council desires to update advertising rates for Trailhead to provide consistency and transparency in managing advertising opportunities; and

WHEREAS, Appendix A of the Consolidated Fee Schedule includes impact fee tables adopted by Eagle Mountain City and the Timpanogos Special Service District (TSSD); and

WHEREAS, the City Council finds it necessary to make housekeeping revisions to Appendix A to reflect the current wastewater fee for the TSSD and to reference Ordinance 10-2025, which partially suspends the transportation impact fee for non-residential uses; and

WHEREAS, the City Council finds it in the best interest of the City to amend the Consolidated Fee Schedule accordingly;

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

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October 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 7th day of October, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

EXHIBIT A

Consolidated Fee Schedule
Trailhead Magazine Advertising Rates

1.7. | Trailhead Magazine Advertising Last Revision: --/--/----

Spread	\$1,500
Full-page.....	\$900
Half-page.....	\$500
Quarter-page.....	\$300

To: Mayor and City Council
From: Kimberly Ruesch – Administrative Services Director
Date: October 7, 2025
Subject: Appendix A – Consolidated Fee Schedule



BACKGROUND

Appendix A of the Consolidated Fee Schedule includes a table of impact fees that have been adopted by Eagle Mountain City and Timpanogos Service District. Appendix A is being updated to reflect the current Wastewater fee for Timpanogos Service District and to include reference to Ordinance 10-2025 that partially suspends the transportation impact fee for non-residential uses.

APPENDIX A - REDLINES

3.1. | TIMPANOGOS SPECIAL SERVICE DISTRICT

EFFECTIVE 01/01/2025

North Service Area, per Equivalent Residential Unit (ERU) ~~\$4,981~~ \$5,931

1 ERU is calculated as 228.70 Gallons per day (GPD)

5. TRANSPORTATION

ORD-14-2024, Effective 03/11/2024

Cost per Trip.....\$10,325.74

The cost per trip is multiplied by the average trips per unit for each type of land use. Source: Institute of Traffic Engineers (ITE) Manual, 11th Edition. See Impact Fee Analysis report for additional land use groups.

ORD-10-2025 dated 02-18-2025 partially suspends the transportation impact fee for non-residential uses by 55% for buildings with 10,000 square feet or less, except restaurants. The transportation impact fee for non-residential uses is suspended by 75% for buildings greater than 10,000 square feet and for restaurants of any size.

APPENDIX A: IMPACT FEES

1. PARKS AND RECREATION

ORD-15-2020, Effective 8/31/2020

Single Family Residential, per Household	\$3,690
Multifamily Residential Unit, per Household	\$2,588

2. PUBLIC SAFETY

ORD-23-2021, Effective 9/13/2021

Residential, per Dwelling Unit	\$42
Non-residential, per 1,000 square feet	\$145

3. WASTEWATER

ORD-25-2023, Effective 09/18/2023

North Service Area, per Equivalent Residential Connection (ERC)	\$622
South Service Area, per ERC	\$4,665
West Service Area, per ERC	\$4,665

1 ERC is calculated as 220 Gallons per day (GPD)

3.1. | TIMPANOGOS SPECIAL SERVICE DISTRICT

EFFECTIVE 01/01/2025

North Service Area, per Equivalent Residential Unit (ERU)	\$ 5,931
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1 ERU is calculated as 228.70 Gallons per day (GPD)

4. STORM WATER

ORD-11-2020, Effective 8/25/2020

North Service Area, per Equivalent Residential Unit (ERU)	\$282
South Service Area, per ERU	\$566
West Service Area, per ERU	\$2,470

1 ERU= 4,300 SF of impervious surface area

5. TRANSPORTATION

ORD-14-2024, Effective 03/11/2024

Cost per Trip	\$10,325.74
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The cost per trip is multiplied by the average trips per unit for each type of land use. Source: Institute of Traffic Engineers (ITE) Manual, 11th Edition. See Impact Fee Analysis report for additional land use groups.

ORD-10-2025 dated 02-18-2025 partially suspends the transportation impact fee for non-residential uses by 55% for buildings with 10,000 square feet or less, except restaurants. The transportation impact fee for non-residential uses is suspended by 75% for buildings greater than 10,000 square feet and for restaurants of any size.

APPENDIX A: IMPACT FEES

5.1. | RESIDENTIAL USE

Single Family House.....	\$4,853
Multifamily Housing (Low-Rise).....	\$2,685
Multifamily Housing (Low-Rise with Ground Floor Commercial)	\$1,859

6. WATER

ORD-27-2022, Effective 12/05/2022

Development with Water Rights, per Equivalent Residential Unit (ERU)	\$4,283
Development without Water Rights, per ERU	\$2,445

**Developments without water rights will also need to pay the appropriate Central Utah Water Conservancy District one-time development take down fee and the capital prepayment fee for capital recovery, as determined in the Central Utah Water Conservancy District contract.*

7. SUPPLEMENTAL NOTES

ACCESSORY DWELLING UNITS:

In accordance with the City's moderate income housing plan, no additional impact fees are charged for accessory dwelling units.

NON-STANDARD IMPACT FEES:

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have. This adjustment could result in a higher fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower. The formula for determining a non-standard impact fee can be found in the impact fee analysis reports.

EXISTING FACILITIES & EXCESS CAPACITY:

Several existing facilities were funded using developer reimbursement agreements. These projects have remaining capacity to be recouped by the City. The specific buy-in for these projects will be assessed to new development within the reimbursement agreement boundaries in addition to the base impact fees.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for Design Services for the 6.0 MGD Sewer Treatment Plant Upgrade.
ITEM TYPE:	Resolution
FISCAL IMPACT:	There is no additional cost adjustment associated with this amendment beyond the previously approved change order.
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Brad Hickman, Public Works
Director

PRESENTED BY

Brad Hickman

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for Design Services for the 6.0 MGD Sewer Treatment Plant Upgrade.

BACKGROUND:

On June 17, 2025, the City Council approved a change order with Advanced Engineering and Environmental Services, LLC, to expand the design capacity of the wastewater treatment facility from 4.8 MGD to 6 MGD. As a follow-up to that action, an amendment to the professional services agreement is proposed to formally document the scope of work, responsibilities, schedule, and payment terms.

The amendment outlines additional services by the Engineer, including preparation of full design and construction documents for a 6 MGD Membrane Bioreactor facility, revised hydraulic modeling, enhanced electrical and mechanical planning, updated permitting coordination, and revised cost estimates. It also updates the City's responsibilities to include coordination with the State of Utah, planning for reclaimed water infrastructure, and preparing to solicit a construction manager/general contractor (CMGC).

The project schedule will be extended to reflect the expanded design and permitting efforts, and the amendment also incorporates the previously approved \$1,943,049.00 increase for engineering services. This amendment provides clarification and alignment between the City and its consultants moving forward.

ITEMS FOR CONSIDERATION:

There is no additional cost adjustment associated with this amendment beyond the previously approved change order.

The amendment serves primarily as contract clean-up, clarifying scope, responsibilities, and schedule expectations.

The updated language is included as an exhibit to the contract for formal documentation and alignment between the City and its consultants.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A - AGR

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S) FOR THE 6.0 MGD WASTEWATER TREATMENT FACILITY (WWTF) EXPANSION

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the 6.0 MGD Wastewater Treatment Facility (WWTF) Expansion 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 First Amendment to the Professional Services Agreement with AE2S is hereby approved, as set forth in Exhibit A, and the Mayor is authorized to sign the agreement on behalf of the City.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 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 7th day of October, 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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Effective Date of Owner-Engineer Agreement: **October 28, 2024**

Owner: **Eagle Mountain City**

Engineer: **Advanced Engineering and Environmental Services, LLC**

Specific Project: **EMC 6.0 MGD Waste Water Treatment Facility Expansion**

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to responsibilities of Owner
- ☒ Modifications to time(s) for rendering services
- ☒ Modifications of payment to Engineer

Description of Modifications:

- A. Services of Engineer and responsibilities of the Owner are amended and supplemented to include the following:

Baseline Information

Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	EMC 6.0 MGD Waste Water Treatment Facility (WWTF) Expansion
Type and Size of Facility:	6.0 million gallons per day (MGD) expansion of the current WWTF
Description of Improvements:	Improvements shall include modifications to the Oxidation Ditch, Membrane Bioreactor (MBR) and Miscellaneous Improvements
Expected Construction Start:	Summer 2026 / Early Out Packages in Late 2025
Facility Location(s):	Eagle Mountain City, UT

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in this amendment.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, anticipated tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 - 2. Develop and submit detailed work plans from identified tasks.
 - 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 - 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 5. Collaborate with Owner's during all phases of Engineer's services, and with Construction Manager / General Contractor (CM/GC) commencing with the issuance of the final draft of the Preliminary Design Report or after selection of CM/GC.
 - 6. All references to collaboration between Engineer and Owner's Advisor, if any, will include collaboration with CM/GC if the CM/GC has been engaged.
 - 7. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 8. Conduct ongoing management tasks, including:
 - a. Regular interval meetings with Owner to provide updates on the status of the project;
 - b. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - c. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner, and if applicable with CM/GC, to discuss progress, schedule, budget, issues, potential problems, and their resolution; and
 - d. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Engineer's Basic Services, and the management of such services, are based on the condition that the Work designed or specified by Engineer will be performed under a single Work Authorization, encompassing no more than **five** Work Packages, for construction of the Work

described in the Owner-CM/GC Contract. Changes to these assumed conditions will be considered in the mandatory Amendment process described in Paragraph 1.04.C below.

- C. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's BIM standards, using 2024 version Revit Software and AutoCAD Civil3D.
- D. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) None identified by Owner
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **three** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this amendment.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in amendment for use in Project design or in preparation for CM/GC selection and construction.
10. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
11. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
12. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities, whether above-ground utilities of any type, or Underground Facilities, likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation or undertake other alternative approaches and contingencies to account for utility uncertainties.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project, including any additional utility facilities or extensions needed to serve the Project, on existing utilities.
13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Collaborate with Owner to develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 1 and 2.
 - b. Task 2 - Technology Alternatives Analysis
 - 1) Create quantitative decision matrix with cost and non-cost factors.
 - 2) Develop ranking and scoring criteria. Create worksheet for EMC staff to rank priorities for all factors.
 - 3) Give engineering opinion on cost and non-cost values for quantitative matrix for 3 different technology alternatives including Membrane Bio-Reactors

(MBR), oxidation ditches with secondary clarification, and Activated Granular Sludge (AGS).

- 4) Analyze the different technologies with the quantitative decision matrix and give engineering analysis and opinion on each technology's score.
- 5) Draft preliminary and final memoranda for technology recommendation for the expansion upgrade explaining the decision matrix and why the selected technology was recommended.

c. Task 3 - Site Optimization

- 1) Develop a synergistic plan for the WWTF site that incorporates existing wastewater site assets with the selected technology for the expansion upgrade.
- 2) Recommend upgrades or replacement to size or relocation of the headworks process and existing drum screens.
- 3) Recommend upgrades to or replacement of existing fan press system.
- 4) Evaluate and recommend alternative solids disposal methods
- 5) Evaluate the feasibility of converting one or both winter storage ponds into infiltration ponds by removing the liner.
- 6) Evaluate existing oxidation ditch and give recommendations for recirculation using Axial flow pumps.
- 7) Evaluate salinity reduction methods for the facility effluent and give recommendations to lower salinity in the effluent.
- 8) Recommend a site layout at full buildout (12 MGD additional MBR capacity).
- 9) Draft preliminary and final memoranda for a site optimization and buildout recommendation plan.

15. Furnish the Report deliverables to Owner pursuant to the requirements of the Deliverables Schedule and review the deliverables with Owner.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report, as revised, and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Amendment, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation, through application of the provisions regarding Additional Services, or otherwise, and the time for completion of Engineer's services, resulting from the selected solution, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

- B. Upon authorization from Owner, Engineer shall:

1. Review and assess available Project information and data, including any pertinent reports or studies, whether prepared by Engineer or others, and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer

any additional information and data, for Engineer's use in the preparation of a Preliminary Design Report.

3. Prepare a Preliminary Design Report in Word and supply an electronic copy in pdf format to Owner.
4. The Preliminary Design Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. This is identified as Task 8 below.
5. Visit the Site as needed to prepare the Preliminary Design Phase Report.
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.
 - b. Such Underground Facilities Procedure must consider the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project, including existing and new facilities and structures, and above-ground utilities and Underground Facilities as reviewed above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

- b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure, including those parts that address resolution of Underground Facilities conflicts, and for resolution of above-ground utilities conflicts. Such identification will consider Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
- 10. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Owner, with assistance of Engineer, shall contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
- 11. In collaboration with Owner, prepare an initial draft of a identified permit documents that identifies Owner's, CM/GC's, and Engineer's permit duties, and the schedule for permitting activities.
- 12. Review information Proposal Documents, Front-End Contract Documents, and other items relating to the procurement and selection of the CM/GC with Owner, all being prepared, managed, administered, and implemented by Engineer, with respect to effects on the Project design, schedule, and construction, and take such information into account as needed in the deliverables.
- 13. Review and provide to Owner (a) information regarding the status of the Preliminary Design Phase services, and (b) available engineering and technical information relevant to the CM/GC selection process.
- 14. Prepare for draft list of the Divisions 02-49 Specifications sections expected to be included in the final design.
- 15. Engineer shall prepare Division 01, General Requirements, of the Specifications, including primary drafting of those General Requirements sections concerning procedural and administrative matters with which Owner or CM/GC will be involved during construction. Such procedural and administrative sections may include, by way of typical example only, those General Requirements sections regarding applications for payment, project management and coordination, document management, work restrictions, temporary facilities and controls, construction progress schedule, submittal procedures, and execution and closeout requirements.
 - a. Engineer shall prepare a preliminary draft of the General Requirements document.
 - b. Engineer will review with Owner and CM/GC, if selected, the preliminary draft and the requested tasks and identify any additional engineering input and sections (or portions of sections) that Engineer recommends be included in the General Requirements.
 - c. If Owner consults with Engineer regarding any aspect of the procedural and administrative General Requirements that may relate to the project design, Engineer will provide appropriate engineering input.

- d. With respect to the General Requirements sections or portions of sections to be prepared by Engineer, the Engineer will consult with Owner regarding matters addressed in such Specifications that may be relevant to CM/GC's scope of services during construction and obtain Owner's input.
 - e. Engineer will prepare and provide the requested input and draft sections (or portions of sections) of the General Requirements to Owner. Owner and Engineer will work collaboratively toward completion of the General Requirements.
 - f. Engineer will make final revisions regarding procedural and administrative matters and assemble the final drafts of all General Requirements sections of the Specifications.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 3 and 4.
 - b. Task 2 – Permitting Support
 - 1) Prepare draft and final documents that identify needed permits including construction and operating permits, a reuse project plan, and an updated effluent disposal permit, and any other permits needed for the completion of the project.
 - 2) Coordinate with State officials for guidance on necessary documents for updating the effluent disposal permit.
 - 3) Provide technical criteria, written descriptions, and design data for use in filing applications for permits for approval from authorities having jurisdiction.
 - 4) Additional coordination with the State for a groundwater discharge permit.
 - c. Task 3 – Funding Support
 - 1) Evaluate potential funding sources (up to 6 sources of funding) and provide recommendations.
 - 2) Draft final memoranda detailing findings of potential funding sources.
 - 3) Assist in the answering of questions and provide general guidance to Owner on funding applications.
 - a) Scope assumption: Engineer will not prepare or submit funding applications on behalf of the Owner.
 - 4) Prepare Funding Memorandum of Understanding
 - d. Task 4 – Survey
 - 1) Develop scope of work for land surveyor that includes survey limits for any topographic and other surveys necessary for design, format of deliverables, and permanent benchmarks on the site.
 - 2) Perform ground survey or oversee a 3rd party perform the ground survey, coordinating with the Owner throughout.
 - 3) Standardize an Eagle Mountain WWTF site datum based on the NAD83 Utah State Plane Coordinate system.
 - 4) Create conversions to standard EMC WWTF datum from previous drawing sets including: Original site drawings (Stantec, 2007), 2.4 MGD expansion (Aqua, 2020), New Headworks Building (Aqua, 2021), Solids Handling Building (JWO, 2019), Type I Ponds (Sunrise, 2020)
 - 5) Review utility maps and identify potential utility conflicts.
 - 6) Give recommendations for potholing or other methods to determine critical underground depths of utilities, if necessary.

- 7) Survey deliverables will include a unified datum and conversion factor for previous drawings, a topographic surface, and permanent benchmarks.
- e. Task 5 – Geotechnical Survey and Report
 - 1) Develop scope of work for geotechnical survey that includes at least 4 test bores and pertinent recommendations to be utilized in the design and construction of the proposed facilities.
 - 2) Perform geotechnical survey or oversee a 3rd party perform the geotechnical survey, coordinating with the Owner for access to site for the field program including drilling, logging, and sampling of borings.
 - 3) Define and evaluate subsurface soil and groundwater conditions across the site.
 - 4) Prepare (or oversee preparation from 3rd party of) draft and final reports that detail findings of subsurface conditions and recommendations for design.
- f. Task 6 – Technical Design Criteria
 - 1) Confirm with the City that the project goals are the capability of the WWTF to have 6.0 MGD additional capacity that complies with DEQ effluent targets.
 - 2) Develop design criteria for unit processes using the selected technology and synergy plans from Study and Report Phase (Phase 020).
 - 3) Perform engineering calculations and process models (non-calibrated) that support design decisions.
 - 4) Estimate WAS levels the recommended technology will produce and, if required, evaluate digestion options.
 - 5) Evaluate process intensification systems or media that could be incorporated into design.
 - 6) Use process models to calculate tank sizing, if necessary, for selected technology.
 - 7) Model new facilities in 3D capable software and present a virtual tour of proposed facilities during a workshop.
- g. Task 7 – Electrical Analysis
 - 1) Evaluate WWTF site electrical capacity including the site emergency power requirements. Determine if the expansion upgrades will require new service from Rocky Mountain Power (RMP).
 - 2) Coordinate with RMP if new electrical loading is required. Provide RMP with transformer sizing requirements.
 - 3) If a new transformer is needed, coordinate pre-procurement of the new transformer.
 - 4) Give recommendations on generator configuration, new electrical room sizing, and synergy with new service from RMP (if needed).
 - a) Scope assumption: Engineer will not design a new transformer, as this is typically performed by electrical providers. Engineer will only provide the required sizing requirements to RMP.
- h. Task 8 – Preliminary Design Report
 - 1) Prepare Draft and Final versions of a preliminary design report that includes the following:
 - a) Final design criteria, engineering calculations, and process model results.
 - b) Site conditions and characterizations.
 - c) Preliminary drawings (conceptual design level).
 - d) Preliminary list of expected specifications.
 - e) Written descriptions of the project.
 - f) Existing hydraulic profile with the unified EMC WWTF datum and new hydraulic profile including proposed improvements.

- g) Recommended changes to final design schedule, if any, and estimated construction schedule.
 - h) Summary of Task 7: Electrical Analysis.
 - i) Discussion of alternate project delivery methods and recommendations based on City staff preference and Engineer's past experience.
 - j) Rework of basis of design and flows and loads calculations based on 6 MGD additional capacity.
 - k) Submit Preliminary Design Report to applicable State of Utah agencies.
 - i. Task 9 – Preliminary Bid Packages
 - a) Equipment pre-procurement recommendations.
 - b) Up to five (5) pre-procurement packages for large equipment selection decisions.
 - c) If determined in the Study and Report Phase (Phase 020) or Preliminary Design Phase (Phase 030) or during workshops or other communications with the Owner, it may be beneficial to prepare bid packages for some upgrades separate from a single large bid package. Possible Preliminary Design Phase bid packages include:
 - (1) Internal Mixed Liquor Recycle (IMLR) pump, drawings and specifications
 - (2) Headworks screens, drawings and specifications
 - (3) Winter storage pond conversion, drawings and specifications
17. Perform or provide the following other tasks or deliverables in support of CM/GC's selection process:
- a. CM/GC Selection
 - 1) Develop preliminary CM/GC selection documents and coordinate documents with Owner.
 - 2) Lead one (1) CM/GC pre-selection meeting.
 - 3) Prepare one (1) CM/GC selection package.
 - 4) Prepare and publish advertisements for selection in accordance with applicable State laws.
 - 5) Assist Owner in administering advertisements for selection.
 - 6) Receive and respond to questions from plan holders and issue addenda to selection documents as needed.
 - 7) Coordinate with Owner to establish a CM/GC selection committee.
 - a) Up to two (2) Engineer personnel will be available to participate in the CM/GC selection committee.
 - 8) Assist Owner in establishing CM/GC selection scoring criteria.
 - 9) Receive CM/GC submittal packages and distribute to the selection committee.
 - 10) Coordinate selection committee scoring and recommend a short-list for CM/GC interviews.
 - 11) Conduct site visits with shortlisted CM/GC candidates.
 - a) Assumes up to three (3) CM/GC candidates.
 - b) Owner to assist Engineer with site visits.
 - 12) Coordinate the scheduling of interviews and participate in the CM/GC interview process.
 - 13) Summarize CM/GC interview scoring and provide a letter of recommendation for award.
 - 14) Attend the City Council meeting to present the recommendation of award.
 - b. CM/GC Deliverables
 - 1) CM/GC procurement documents with addenda.

- 2) Summary of CM/GC scoring.
 - 3) Letter of recommendation for award of CM/GC agreement.
18. Furnish the Preliminary Design Report and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in this amendment and review the deliverables with Owner.
 19. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. In providing services under the Preliminary Design Phase, the Engineer will assume that in the Final Design Phase that follows, the scope of CM/GC's Work will be divided into multiple Work Packages, which will subsequently be authorized for construction in Work Authorizations, using fast-track design/construction strategies. Engineer's Preliminary Design Phase services should avoid actions that would reduce the CM/GC's and Engineer's flexibility in structuring the Work Packages and establishing fast-track strategies during the next phase of services.
 - D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Report, as revised and associated documents, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this amendment, Engineer and Owner will await receipt of CM/GC's priority input and advice regarding the Preliminary Design Report's content concerning coordination of the Work, and CM/GC's recommendations regarding Work Packages and fast-tracking.
- B. The Work designed or specified by Engineer will be performed or furnished by Subcontractors to the CM/GC, or on a self-perform basis by CM/GC, under multiple Work Packages. Upon Owner's receipt of CM/GC's recommendations regarding Work Packages and fast-tracking, Owner, CM/GC, and Engineer, working collaboratively, will finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.
- C. Mandatory Amendment of the Agreement
 1. Owner and Engineer will develop a revised schedule for performance of Engineer's services during the Final Design, Construction, and Post-Construction Phases in order to properly sequence and coordinate such services, especially with respect to design revisions, if any, needed in response to coordination of the Work, and regarding the finalization of the number, scope, and schedule for multiple Work Packages.
 2. Owner and Engineer will discuss, resolve, and document in a mandatory Amendment to this Agreement the revisions to Engineer's scope of services, compensation, through application of the provisions regarding Additional Services, or otherwise, and the time for completion of Engineer's services, resulting from: (1) specific modifications to the Project, (2) changes, refinements, or supplementation of the Baseline Information; (3) the revised schedule for Engineer's services developed under Paragraph C.1, (4) CM/GC input and advice regarding coordination of the Work and the resulting need for design

revisions; and (5) CM/GC's recommendations regarding Work Packages and fast-tracking.

3. If Owner and Engineer are not able to reach agreement regarding the mandatory Amendment described above, then the Agreement between Owner and Engineer will terminate, subject to the payment provisions applicable to a termination for Owner's convenience.
- D. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CM/GC, in accordance with the Preliminary Design Report, as revised, and other Preliminary Design Phase deliverables. In preparing such final Drawings and Specifications, Engineer shall consider the mandatory Amendment referred to above; CM/GC's priority input and advice regarding coordination of the Work; and the results of the Cost of the Work review, constructability, and value engineering processes described below. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables schedule in this amendment:
 1. First Interim Design (60% Design) draft of all Drawings and Specifications.
 2. Second Interim Design (90% Design) draft of all Drawings and Specifications, addressing Owner and CM/GC comments, as appropriate, and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner and CM/GC comments, as appropriate; complete the design; are suitable for estimating and pricing by prospective construction contractors; and are complete and ready for construction.
- E. In preparing the Specifications, and any other documents that are part of Engineer's scope of services, Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting the Specifications and other Project documents.
- F. During the Final Design Phase, the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This will include:
 1. Review and analysis of input and advice from CM/GC, based on CM/GC's priority review of the Preliminary Design Report, regarding coordination the Work, and performing the services assigned to Engineer under the Underground Facilities Procedure.
 2. Addressing required and proposed activities or mitigations identified in the analysis of the Work as having an impact on the final design and considering such in preparing the Drawings and Specifications.
- G. Engineer shall perform or furnish the following other Final Design Phase services:
 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update the permit document created in Preliminary Design Phase for Final Design.
 - b. Prepare and assist Owner with the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) **Utah Department of Environmental Quality (DEQ) / Division of Water Quality (DWQ)**
 - 2) **City Building Department – Building Permit / Code Review**
 - 3) **Other permits as necessary for construction of the project.**

- c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the CM/GC Contract Documents the permits and approvals for which CM/GC will be responsible, including work permits, building permits, and other permits and approvals that will be CM/GC's responsibility; and, in addition, indicate those permits initially obtained by Owner for which CM/GC will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Owner, CM/GC, and Engineer will participate in a collaborative process with respect to the determination of probable Cost of the Work during the Final Design Phase:
- a. At the commencement of the Final Design Phase the Engineer will furnish a copy of the Preliminary Design Report, as revised, to Owner and CM/GC.
 - b. CM/GC will review the design information presented in the Preliminary Design Report and prepare CM/GC's own independent opinion of the Cost of the Work based on such design information. If CM/GC's independent opinion of probable Cost of the Work differs substantially from the opinion of probable Cost of the Work in the Preliminary Design Report, CM/GC will confer with Engineer regarding CM/GC's cost opinion, investigate the reasons for the difference and confirm the cost opinion or, if appropriate, modify such opinion.
 - c. Promptly after Engineer submits the First Interim Design (60% Design) draft and subsequently after submittal of the Second Interim Design (90% Design) Phase draft, CM/GC will update its opinion of probable Cost of the Work based on the interim design set forth in the draft.
 - d. Engineer will review the opinions of probable Cost of the Work prepared by the CM/GC, and provide comments based on information obtained during the design.
 - e. Owner will monitor opinions of probable Cost of the Work and provide Owner's perspective to Engineer.
 - f. Unless instructed otherwise by Owner, Engineer is entitled to rely on the CM/GC's Cost of the Work opinions and will take such opinions into account as Engineer finalizes the design.
4. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
5. Review the preliminary schedule for the Construction Phase prepared by the CM/GC in consultation with Owner and advise Owner of impacts on the schedule for preparing the Drawings and Specifications.
6. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

- a. First Interim Design (60% Design) review meeting at Owner's office.
 - b. Second Interim Design (90% Design) review meeting at Owner's office.
 - c. Final Drawings and Specifications (100% Design) review meeting at Owner's office.
 - d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
7. Constructability review performed by CM/GC
- a. Prescribe the processes and procedures to be used by CM/GC to make review comments with respect to the in-progress design documents under review.
 - b. Provide qualified and timely input, response, and advice on one set of constructability review recommendations presented by the CM/GC during the Final Design Phase.
 - c. If the constructability review recommendations suggest revisions to the Drawings or Specifications, revise the Drawings and Specifications to the extent such recommendations are acceptable and revisions are appropriate, in Engineer's professional judgment, based on consistency with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations.
8. Value Engineering
- a. In collaboration with Owner and CM/GC, participate in a Value Engineering review at the completion of the first draft of the Interim Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the Owner or reduce costs. Such studies will identify potential design changes which could reduce construction costs or increase the value of the Project by more than the cost of implementing such changes. The cost of implementing change will include design fees to be paid to the Engineer for making such changes. Engineer will furnish such estimated design cost information to Owner.
 - b. Evaluate proposed alternatives in value engineering studies for overall cost, ability to implement the changes, technical analysis, and the impact of changes on the overall Project. Engineer will respond, and the final report will include Engineer's opinion as to the merit of the proposed changes, and Engineer's estimated fee to implement the proposed changes.
 - c. As directed by Owner, revise the final design to incorporate value engineering proposals accepted by Owner, provided the design changes will be consistent with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations. Costs for making design revisions recommended by the Owner are Additional Services.
9. Perform or provide the following other Final Design Phase activities or deliverables:
- a. Task 1 – Progress Meetings
 - 1) Attend weekly internal progress meetings.
 - 2) Attend external progress meetings with Owner as scheduled. It is anticipated that external meetings will be biweekly.
 - 3) Prepare for and attend Workshops 5 and 6.
 - b. Task 2 – Finalize Design Criteria
 - 1) Confirm with Owner the final design criteria.
 - 2) Confirm with Owner that the final design criteria is to have 6.0 MGD additional capacity on an average daily flow basis, treated to Type I effluent standards and DEQ effluent permit standards.

- 3) Design facilities and improvements in each discipline. Drawings will likely include but are not limited to the following:
 - a) Civil - Existing Conditions, Survey Control, Demolition Plan, Site Plan, Yard Piping, Pipe Schedules, Utility Plans, Pipe Profiles (Plant Water, Sewer, Storm), Drainage, Paving, Grading, Roads, Standard Details.
 - b) Structural - Foundation Views, Roof and Elevation Views, Plan, Section, Isometric Views, Handrailing, Reinforcement Schedule, Concrete, Metals, Standard Details
 - c) Process - Process Flow Diagram, Basis of Design, Hydraulic Profile, Plan, Section, and Isometric Views, Process Schedules, Standard Details.
 - d) Mechanical – Plumbing, Heating/Ventilation/Air Conditioning (HVAC), Plan and Section Views, Standard Details
 - e) Electrical – Electrical Site Plan, One-Line Diagrams, Floor Plans, Motor Control Centers, New Electrical Building Design, Generator Design, Details, Conduit, Schedules.
 - f) Architectural – Confirmation that design elements (doors, windows, insulation, etc.) adhere to applicable building codes, drawings and specifications as needed.
 - g) Instrumentation & Controls -Provide Functional Descriptions of controls needed for new expansion elements. Coordination with those performing the programming.
- c. Task 3 – 60% Design Package
 - a) Prepare drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate planning level scope, extent, and character of the work to be completed.
 - c) Prepare applicable technical specifications.
 - d) Opinion of CM/GC's Guaranteed Maximum Price (GMP) at 60% design level.
 - e) Incorporate Value Engineering input and constructability input from CM/GC.
- d. Task 4 – 90% Design Package
 - a) Incorporate comments from Owner for drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate detailed design level scope, extent, and character of the work to be completed by a contractor.
 - c) Incorporate Value Engineering input and constructability input from CM/GC.
 - d) Prepare applicable technical specifications and front-end specifications.
 - e) Opinion of Probable Construction Cost (OPCC) at 90% level.
 - f) Submit package to applicable State of Utah agencies for review.
- e. Task 5 – 100% Design Package
 - a) Incorporate State agency comments and Owner comments into final drawings of process, architectural, structural, civil, mechanical, electrical, and I&C components of the project.
 - b) Drawings will indicate construction level scope, extent, and character of the work to be completed.
 - c) Final Project Manual with bid-ready Front-End specifications and technical specifications.
 - d) Final OPCC.

- f. Task 6 – Supporting Tasks
 - a) Assist Owner with applications for permits and other approvals. Update and finalize as necessary permits document.
 - b) Review preliminary construction schedule and recommend changes, if any.
 - c) Assemble known reports and drawings of site conditions which bidders may need.
 - d) Coordinate utility conflicts with utility providers and provide recommendations for resolving utility conflicts.
- g. Task 7 – Reimbursable Expenses
 - a) Site Visits, including tours of facilities showcasing potential technologies to be used in design.
 - b) Mileage at current IRS rates.
 - c) All other reimbursable expenses as indicated in the reimbursable rate schedule.
- h. Task 8 – 30% Design Package (*out of order due to addition into this amendment*)
 - a) Prepare drawings and specifications list sufficient to have substantial CM/GC review and design input.
 - b) Drawings will indicate site layout for 12 MGD MBR buildout, with Phase I outlining 6 MGD facilities.
 - c) Civil, Process, Structural, Electrical, Mechanical, Architectural review of preliminary design changes.
- i. Task 9 – CM/GC Support
 - a) Review Utah Administrative Code and any other regulatory requirement needed to be followed for CM/GC procurement.
 - b) Attend workshops and stakeholder strategy meetings for CM/GC related discussions.
 - c) Prepare draft RFP based on EJCDC template, using Water and Wastewater Collaborative Delivery Association Handbook guidance.
 - d) Perform outreach to potential contractors for CM/GC services.
 - e) Participate on the Selection Committee, including preparing interview questions.
 - f) Prepare Phase I (pre-construction) award recommendations.
 - g) Review and give opinion on CM/GC value engineering and constructability/sequencing plan.
 - h) On-Site CM/GC coordination.
 - i) Develop Bid Alternatives if CM/GC price items are not suitable.
 - j) Give Phase II (construction) award recommendation.
 - k) Conduct design package review meetings with Owner and CM/GC.
 - l) CM/GC Guaranteed Maximum Price
 - (1) Review CM/GC’s GMP submittals at 60%, 90%, and 100% design milestones.
 - (2) Review CM/GC’s “bidding” approach and assist in vetting of bidders with CM/GC.
- j. Final Design (Phase 040) Scope Assumptions
 - a) No design of a new administrative building.
 - b) No design of a reverse osmosis system.
 - c) No design of additional offsite rapid infiltration basins (RIB).
 - d) No design of additional storm water retention or detention basins.
 - e) No design for re-grading entire WWTF site. It is assumed that proposed facilities can be graded to tie into existing grades.

- f) No re-design of 1.0 MGD tertiary treatment train designed by JWO/AE2S in 2024. Proposed design will utilize the flexibility of the tertiary building.
- g) No programming included in design.
- h) Controls design will only incorporate the expansion elements, or any retrofit needed, due to the expansion design decisions. No controls re-design of entire WWTF site.

H. Engineer shall complete the Final Design Phase as follows:

- 1. Pursuant to the requirements of the Deliverables schedule in this amendment, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications; review and comment on the most recent opinion of probable Cost of the Work; and any other Final Design Phase deliverables, and review the deliverables with Owner.
- 2. Revise the Final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Design Phase deliverables, as revised.
 - a. Deliverables
 - 1) First Interim (60% Design) Deliverable Milestone
 - a) 60% Drawings
 - b) 60% Specifications (refined Table of Contents (TOC) with key specification sections)
 - 2) Second Interim (90% Design) Deliverable Milestone
 - a) 90% Drawings
 - b) 90% Specifications
 - 3) Final Design (100%) Deliverable Milestone
 - a) 100% Drawings
 - b) 100% Specifications

1.05 CM/GC Procurement and Coordination Phase

- A. When the design, or a specific portion of the design, is ready for CM/GC to present to prospective Subcontractors for pricing (or in the case of CM/GC self-performance of Work, for pricing by CM/GC), CM/GC will conduct a construction procurement process to select qualified Subcontractors (or commit to CM/GC self-performance). During CM/GC's construction procurement process, Engineer shall:
 - 1. Provide information, responses, technical descriptions, or assistance requested by CM/GC or Owner in the course of preparing or reviewing bidding-related documents or requests for proposals, or in their review of requests for information, bids, proposals, or negotiations with prospective Subcontractors, as related to the final design documents prepared by or for the Engineer, or as related to engineering or other technical matters.
 - 2. Clarify, correct, or change the final design documents prepared by or for Engineer in response to questions raised by prospective Subcontractors and transmitted to Engineer by CM/GC. Addenda used in CM/GC's construction procurement process will be issued by CM/GC.
 - 3. Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective Subcontractors and transmitted to Engineer by

CM/GC, provided that the CM/GC's construction procurement process allows such proposals prior to award of subcontracts for the Work.

4. Perform or provide the following other tasks or deliverables in support of CM/GC's procurement process:
 - 1) Attend pre-bid meetings with CM/GC and Owner.
 - 2) Prepare and issue up to three (3) addenda as appropriate to clarify, correct, or change the issued documents.
 - 3) Respond to Requests for Information (RFIs) from potential bidders that will be providing bids to CM/GC.
 - 4) Attend bid opening meeting with CM/GC and Owner.
 - 5) Consult with the CM/GC and Owner as to the qualifications of subcontractors, suppliers, or other entities associated with the bidders.
 - 6) Assist CM/GC and Owner with preparation of bid tabulation sheet in evaluating bids or proposals.
 - 7) Assist Owner with negotiation of the GMP.
 - 8) Coordinate with Owner's legal counsel to develop CM/GC construction agreement.
 - 9) Summarize GMP and provide a letter of recommendation for acceptance of GMP.
 - 10) Attend a City Council meeting to present the recommendation of acceptance of the GMP.
- b. CM/GC Deliverables
 - 1) Letter of recommendation for award of CM/GC GMP.
5. This Phase will be considered complete upon CM/GC's award of construction subcontracts for the Work.

1.06 Construction Phase

- A. Upon issuance by Owner of the first Work Authorization, and after issuance by Owner of any instructions to Engineer or CM/GC for specific modifications or changes in the scope, extent, character, design, schedule, number of Work Packages, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation, through application of the provisions regarding Additional Services, or otherwise, or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in this section including Submittal review and Shop Drawing review. With the exception of such expressly required services, Engineer shall have no design obligations during construction.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in this amendment. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Contract Documents.

- B. While construction is occurring, Engineer shall provide the following services:
1. Engineer's services in support of the General Administration of CM/GC Contract—Consult with Owner and CM/GC as provided in this Agreement and the CM/GC Contract. Unless otherwise set forth in the scope of Basic Services, as duly modified, the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® CM/GC-700, Standard General Conditions of the Construction Manager / General Contractor Contract (2023) (**Standard General Conditions of the CM/GC Contract**).
 - a. Except as otherwise provided in the CM/GC Contract, Owner's communications to CM/GC will be issued through Owner. Engineer shall be copied on emails to the CM/GC pertaining to the project.
 - b. If the construction-related responsibilities of Engineer as set forth in the CM/GC Contract are greater than those Construction Phase services expressly required of Engineer, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the CM/GC Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity, other than Engineer, responsible for the additional responsibilities in the CM/GC Contract.
 - c. If Owner, or Owner and CM/GC, modify the construction-related duties, responsibilities, and authority of Engineer in the CM/GC Contract, or modify other terms of the CM/GC Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated CM/GC Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - d. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. Field Office—Engineer will be based in a field office at the Site in a field office furnished by the CM/GC. The field office will be maintained at CM/GC's expense, and will include reasonable furnishings, all required temporary utilities, including internet service, and facilities and be secured for Engineer's use.
 3. Selection of Independent Testing Laboratory—Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference—Participate in a pre-construction conference prior to commencement of Work at the Site; prepare notes regarding items which might require clarification or modifications to the Contract Documents; attend initial conferences associated with each subsequent Work Authorization.
 5. Electronic Transmittal Protocols—If the CM/GC Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and CM/GC shall jointly develop such protocols.
 6. Signed and Sealed Documents—Provide to Owner at least one record version of the Drawings and Specifications, signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations, for Owner to maintain and safeguard during the Construction Phase.

7. Schedules—Receive from Owner, for Engineer's information only, copies of accepted schedules that CM/GC has submitted to Owner, including the progress schedule, schedule of submittals, and schedule of values.
8. Permits—Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use in obtaining permits and licenses, or to provide to CM/GC for its use in obtaining required permits and licenses delegated to CM/GC by Owner.
9. Visits to Site and Observation of Construction. In connection with observations of CM/GC's Work while it is in progress:
 - a. Periodic Site visits. Make visits to the Site on a monthly basis to observe, as an experienced and qualified design professional, the CM/GC's executed Work. Such periodic visits are included in Basic Services.
 - b. Periodic attendance at progress meetings. Attend periodic construction progress meetings at the Site, as an observer and to furnish engineering/technical support. Such meetings will be held on a monthly basis, and Engineer's attendance on that basis is included as part of Basic Services.
 - c. Additional site visits. Make visits to the Site (1) as requested by the Owner, and (2) as necessitated by Engineer's status as engineer of record. All visits made upon request of Owner, or as engineer of record, and all periodic site visits or attendance at progress meetings in excess of those included as Basic Services will be Additional Services.
 - d. Such visits and observations by Engineer, whether periodic or additional, or in connection with construction progress meetings, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer will make a report of each visit to the Site, summarizing Engineer's general observations and any significant findings.
 - e. The purpose of Engineer's visits to the Site, if any, or attendance at meetings at the Site, if any, will be to enable Engineer to better carry out the limited duties and responsibilities assigned to it by this Agreement and undertaken by Engineer during the Construction Phase. Engineer will not, during such visits or meetings, or as a result of any observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents. In addition, Engineer shall not be responsible for representation of Owner at the Site.
10. Defective Work—If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Contract Documents, Engineer will promptly issue written notice to Owner of such defective Work. Such notice will communicate the scope, extent, to Engineer's understanding, of the defect, and associated provisions of the Contract Documents.

- a. Provide recommendations to Owner regarding whether CM/GC should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Contract Documents. Engineer will give notice to CM/GC regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner, or Engineer's decision to exercise or not exercise such authority, will not give rise to a duty or responsibility of the Engineer to CM/GC, its Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for CM/GC's or Subcontractors' safety precautions and programs incidental to the Work.
11. Compatibility with Design Concept—If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations—With reasonable promptness, render a written clarification or interpretation on Drawings or Specifications brought by either the Owner or CM/GC. If in agreement with Owner, initiate an amendment or supplement to the Drawings or Specifications, as needed.
13. Non-reviewable Matters—If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Contract Documents that do not involve (a) the performance or acceptability of the Work under the Contract Documents, (b) the design, as set forth in the Drawings, Specifications, or otherwise, or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner that Engineer will not provide a decision or interpretation.
14. Field Orders—Subject to any limitations in the Contract Documents, at the request of Owner the Engineer will review and approve Field Orders requiring minor changes in the Work.
15. Change Orders and Work Change Directives—Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each Change Proposal received from Owner and, within 30 days after receipt of the CM/GC's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and CM/GC. If the Change Proposal does not involve the design, as set forth in the Drawings, Specifications, or otherwise, the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the Owner that the Engineer will not address the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
17. Differing Site Conditions—Respond to any CM/GC notice of differing site conditions, including notices of conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings,

conclusions, and recommendations for Owner's use, subject to limitations of Engineer's obligations under this Agreement.

18. CM/GC's Submittals—Review and approve or take other appropriate action with respect to required CM/GC Submittals presented to Engineer by Owner, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any duly accepted CM/GC's Submittal schedule providing a workable arrangement for Engineer's review and processing of the required Submittals.
19. Substitutes and "Or-equals"—Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposals forwarded by Owner, but subject to the provisions of Additional Services.
20. Inspections and Tests
 - a. Receive from Owner and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to CM/GC requests, forwarded by Owner, for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Owner that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Owner direct CM/GC to uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the CM/GC Contract, request additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. CM/GC's Applications for Payment—Based on Engineer's observations of the Work, as an experienced and qualified design professional, respond to requests from Owner regarding CM/GC's compliance with the requirements of the Drawings and Specifications, in the context of CM/GC's Applications for Payment.
22. Completion of Work under a Work Authorization—Promptly after notice from Owner that CM/GC considers the Work under a Work Authorization complete, visit the Site in company with Owner and CM/GC to review the Work and determine the status of completion. Assist Owner regarding any remaining engineering or technical matters concerning the Work Authorization.
23. Substantial Completion—Promptly after notice from Owner that CM/GC considers the entire Work ready for its intended use, visit the Site in company with Owner and CM/GC to review the Work and determine the status of completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion. Provide similar services with respect to

Substantial Completion of a part of the Work as set forth in the General Conditions, Paragraph 15.04.

24. Other Tasks—Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Submittal, including Shop Drawing review for conformance with the Final Design documents.**
 25. Completion and Acceptability of the Work—After notice from Owner that CM/GC has given notice that the Work is complete:
 - a. visit the Site with Owner and CM/GC to determine if the Work is in fact complete and acceptable;
 - b. notify Owner of any part of the Work that is found during the visit to be incomplete or defective;
 - c. upon request, assist Owner with technical or engineering issues in connection with the procedures in the CM/GC Contract regarding Owner's review and response to CM/GC's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, sign a notice addressed to Owner and CM/GC using Notice of Acceptability of Work—CM/GC, stating that the Work is acceptable, subject to the provisions of the Notice and this Agreement, within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement, and deliver such signed notice to Owner, for Owner's signature and distribution to CM/GC in connection with the final Application for Payment by CM/GC.
 26. Standards for Certain Construction-Phase Decisions—Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the CM/GC Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or CM/GC, and will not be liable to Owner, CM/GC, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase—The Construction Phase will commence with the issuance of the first Work Authorization and will terminate upon written recommendation by Owner for final payment to CM/GC. Because the CM/GC Contract will include multiple Work Authorizations, the Engineer's Construction Phase services may be rendered non-sequentially, at different times in respect to the separate Work Authorizations. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of CM/GC as set forth in the CM/GC Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with CM/GC concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the CM/GC Contract's correction period to ascertain whether any portion of the Work or the repair of

any damage to the Site or adjacent areas is defective and therefore subject to correction by CM/GC.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

- a. **Preparing Record Drawings and furnishing such Record Drawings to Owner.**
- b. **Review and comments of operation and maintenance (O&M) manuals provided by CM/GC.**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this amendment, will terminate 12 months after the commencement of the CM/GC Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services as indicated in this amendment.
1. Substantive design and other technical services in connection with (a) Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner, and (b) recommendations set forth in constructability reviews and value engineering studies conducted by CM/GC.
 2. Services essential to the orderly progress of the Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual proposers or contractors and including:
 - a. revising Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the CM/GC Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the CM/GC Contract; and
 - d. providing to the CM/GC or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by CM/GC.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this amendment, or otherwise in this amendment; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses, but not including the design-related services already assigned to Engineer as a Basic Service.
7. Services, other than Basic Services during the Post-Construction Phase in connection with any partial utilization of the Work by Owner prior to Substantial Completion of the Work as a whole.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from CM/GC or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other CM/GC submittal more than three times, as a result of repeated inadequate submissions by CM/GC.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or CM/GC's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Preparing for, coordinating with, participating in, and responding to multiple constructability reviews and value engineering studies conducted by CM/GC, in excess of the response to one constructability review and one value engineering study, required as a Basic Services.
14. Preparing for, coordinating with, participating in, and responding to input from CM/GC during the Study and Report Phase or Preliminary Design Phase.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents, in addition to those furnished under Basic Services, for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. all-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies, such as those that include projections of output capacity, utility project rates, project market demand, or project revenues, and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing;
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more Work Authorizations than specified in this amendment.

- b. Services to arrange for performance of construction services for Owner by contractors other than CM/GC and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- 14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, not including reviews conducted by Owner, including, but not limited to, independent cost estimating and project peer review; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such independent review processes.
- 15. Preparing Proposal Documents; preparing pre-qualification procedures and documents; participating in pre-qualifying prospective Proposers; and preparing Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and CM/GC.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement.
- 19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of CM/GC, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 20. **Not Used.**
- 21. Supplementing Record Drawings with information regarding the completed Project, Site, and adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 22. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from CM/GC, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- 23. **Not Used.**
- 24. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- 25. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 26. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 27. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project, but not including disputes between Owner and Engineer.

28. Providing construction surveys and staking to enable CM/GC to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring CM/GC's compliance with warranties and guarantees called for in the CM/GC Contract, except as agreed to under Basic Services.
31. Additional site visits, including but not limited to additional periodic visits, or attendance at construction progress meetings or workshops, in excess of those visits, meetings, or workshops required under Basic Services; and additional visits made at Owner's request, or as Engineer of Record.
32. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

NOTICE OF THE ACCEPTABILITY OF THE WORK

Project No. _____

Owner: _____

Engineer: _____

CM/GC: _____

Project: _____

Contract Name ("Contract"): _____

Notice Date: _____ Effective Date of the Contract: _____

In support of its recommendation of payment of the CM/GC's final Application for Payment, the Owner hereby gives notice to the CM/GC, with Engineer's express approval, that the Work furnished and performed by CM/GC under the Contract is acceptable, expressly subject to the provisions of the Contract Documents, and the Agreement between Owner and Engineer for Professional Services ("Owner-Engineer Agreement"). This Notice of the Acceptability of the Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. Engineer's express approval of this Notice has been granted with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional opinion of Engineer.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services that Engineer has been employed by Owner to perform or furnish during construction of the Work, and applies only to facts that are within Engineer's respective knowledge, or could reasonably have been ascertained by Engineer, respectively, as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement and as amended.
5. This Notice is not a guarantee or warranty of CM/GC's performance under the Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of CM/GC to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve CM/GC of any surviving obligations under the Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Approved by Engineer

Issued by Owner

By (signature): _____

Name (printed): _____

Title: _____

B. Modifications to times for rendering services shall be as follows:

ARTICLE 3—MODIFICATION OF TIMES FOR RENDERING SERVICES

3.01 CM/GC Proposed Schedule

- A. The original Agreement is amended and supplemented by the following schedule. This schedule is tentative and subject to change. The dates are only preliminary estimates but are used to outline anticipated progress. Workshops dates will be scheduled collaboratively between Engineer and Owner outside this amendment.

Advertise Request for Proposals (RFP)	October 7, 2025
Interviews	November 5, 2025
Recommend Award	November 18, 2025 (Council)
Contract Negotiation	November 2025
30% Design Review	January 6, 2026
Early Out packages	January 2026
60% Design Review	March 2, 2026
90% Design Review	May 19, 2026
100% GMP	June 2026
Substantial Completion	Summer 2029

C. Modifications to payment to Engineer for services shall be as follows:

ARTICLE 4—MODIFICATION OF PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES BASIC SERVICES—STANDARD HOURLY RATES

4.01 Compensation for Basic Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for additional fee for the amended Basic Services as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this amendment.

B. The amendment compensation for such services is estimated to be **\$1,943,049.00** based on the following estimated distribution of compensation:

1. Bidding Phase (original agreement)	(\$ 25,110)
2. Preliminary Design Phase	\$ 192,707
3. Final Design Phase	\$1,487,660
4. CM/GC Procurement and Coordination Phase	\$ 89,280
5. Construction Phase	\$ 198,512

C. The amended Agreement Summary is as follows:

Original Agreement Amount:	\$2,265,385
Net Change for Prior Amendments:	\$ 0
This Amendment Amount:	\$1,943,049
Adjusted Agreement Amount:	\$4,208,434

- D. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner.
- E. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
- F. The amounts billed for Engineer's services will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

4.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in this amendment when applicable.
- B. Reimbursable Expenses include the expenses identified in this amendment and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and

maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **[1.05]**.

4.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **[1.05]**.
- B. Factors – The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to Engineer.
 - 2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

4.04 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly in providing Additional Services, except for services as a consultant or witness, which if needed will be separately negotiated based on the nature of the required consultation or testimony, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
 - 2. Compensation for Reimbursable Expenses and Other Provisions Concerning Payment shall be the same as defined under the Compensation for Basic Services.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is October 1, 2025

OWNER:

Eagle Mountain City

By:

Date:

Name:

Title:

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By:

Date:

Name: Grant L. Meyer

Title: Chief Executive Officer

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	I&C Assistant 1	\$108.00
Administrative 2	\$85.00	I&C Assistant 2	\$134.00
Administrative 3	\$99.00	I&C 1	\$160.00
		I&C 2	\$189.00
Communications Specialist 1	\$113.00	I&C 3	\$213.00
Communications Specialist 2	\$132.00	I&C 4	\$226.00
Communications Specialist 3	\$152.00	I&C 5	\$237.00
Communications Specialist 4	\$183.00		
Communications Specialist 5	\$202.00	IT 1	\$140.00
		IT 2	\$189.00
Construction Services 1	\$135.00	IT 3	\$232.00
Construction Services 2	\$165.00		
Construction Services 3	\$183.00	Land Surveyor Assistant	\$103.00
Construction Services 4	\$203.00	Land Surveyor 1	\$124.00
Construction Services 5	\$224.00	Land Surveyor 2	\$150.00
		Land Surveyor 3	\$169.00
Engineering Assistant 1	\$91.00	Land Surveyor 4	\$186.00
Engineering Assistant 2	\$107.00	Land Surveyor 5	\$205.00
Engineering Assistant 3	\$135.00		
Engineer 1	\$146.00	Operations Specialist 1	\$108.00
Engineer 2	\$175.00	Operations Specialist 2	\$135.00
Engineer 3	\$205.00	Operations Specialist 3	\$167.00
Engineer 4	\$237.00	Operations Specialist 4	\$191.00
Engineer 5	\$254.00	Operations Specialist 5	\$214.00
Engineer 6	\$269.00		
		Project Coordinator 1	\$125.00
Engineering Technician 1	\$90.00	Project Coordinator 2	\$140.00
Engineering Technician 2	\$113.00	Project Coordinator 3	\$156.00
Engineering Technician 3	\$136.00	Project Coordinator 4	\$172.00
Engineering Technician 4	\$152.00	Project Coordinator 5	\$194.00
Engineering Technician 5	\$174.00		
		Project Manager 1	\$221.00
Financial Analyst 1	\$121.00	Project Manager 2	\$242.00
Financial Analyst 2	\$137.00	Project Manager 3	\$259.00
Financial Analyst 3	\$165.00	Project Manager 4	\$274.00
Financial Analyst 4	\$180.00	Project Manager 5	\$293.00
Financial Analyst 5	\$201.00	Project Manager 6	\$307.00
GIS Specialist 1	\$113.00	Sr. Designer 1	\$192.00
GIS Specialist 2	\$137.00	Sr. Designer 2	\$213.00
GIS Specialist 3	\$162.00	Sr. Designer 3	\$229.00
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00	Sr. Financial Analyst 1	\$227.00
		Sr. Financial Analyst 2	\$248.00
		Sr. Financial Analyst 3	\$269.00
		Technical Expert 1	\$348.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2025-2026 Annual Budget.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$36,059,879
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Kimberly Ruesch, Finance
Director

PRESENTED BY

Kimberly Ruesch

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2025-2026 Annual Budget.

BACKGROUND:

Fund Type	FY 2025-26	1st Amendment	Proposed Change
	Original Budget	9/3/2024	
General Fund	\$ 34,634,720	\$ 35,100,175	1.34%
Special Revenue Funds	\$ 17,251,303	\$ 42,611,930	147.01%
Enterprise Funds	\$ 43,081,399	\$ 43,081,399	0.00%
Internal Service Funds	\$ 3,493,470	\$ 4,658,470	33.35%
Capital Projects General Fund	\$ 10,337,741	\$ 19,406,538	87.73%
Debt Funds	\$ 1,853,275	\$ 1,853,275	0.00%
Redevelopment Agency	\$ 8,453,952	\$ 8,453,952	0.00%
Total Budget	\$ 119,105,860	\$ 155,165,739	30.28%
Increase/(Decrease)		\$ 36,059,879	

ITEMS FOR CONSIDERATION:

It is not uncommon for infrastructure projects to span multiple fiscal years. As such, it is necessary to roll forward budget appropriations for projects and other one-time spending items that were not

complete as of the close of the prior fiscal year. The primary purpose of this budget amendment is to roll forward those project funds which account for 98% of the appropriations requested in this amendment.

In addition to rolling forward project funding, the budget amendment as proposed also requests appropriations for additional projects noted below.

- Two monitoring ground source wells for the Wastewater Plant \$77,000
- Oxidation Ditch for the Wastewater Plant \$1.6 million
- Water Pressure Reducing Valve in the West and North areas \$138,000
- Wildlife Corridor fencing (grants) \$297,360
- Community Development Block Grant (CDBG) projects \$465,455

For a full listing of items requested in this budget amendment, please refer to the budget worksheet attached to this agenda item.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A
3. Memo - YCC Budget Request

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET (FIRST AMENDMENT)

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2025-2026; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered, and that the City Council may consider and amend the budget of Eagle Mountain City as follows:

2. "FISCAL YEAR" means that year which began on the first day of July 2025 and ends on the last day of June 2026.

3. APPROPRIATIONS. The budget set and approved by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget resolution, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Resolution shall be effective for the Fiscal Year 2025-2026 and take effect immediately.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 7th day of October, 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A

Budget Amendment Worksheet

October 7, 2025



<u>Fund Name</u>	<u>Expense</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
General Fund					
10-32-41800-4531	Planning	\$ 35,860	\$ 64,640	\$ 28,780	Roll forward funding for General Plan (GSBS) Contract
10-32-41800-4531	Planning	\$ 64,640	\$ 112,440	\$ 47,800	Roll forward funding for Off-Street Trails Master Plan (Bike Utah)
10-41-44100-4531	Streets	\$ 10,000	\$ 57,850	\$ 47,850	Change Order for additional work for the Transportation Master Plan (Horrocks)
10-32-41800-4531	Planning	\$ 112,440	\$ 132,652	\$ 20,212	Roll forward funding for Architectural Standards (VCBO) Contract
10-18-41990-5851	Youth Council	\$ 4,200	\$ 12,000	\$ 7,800	New Funding Request by the Youth Council for activities and leadership training
10-11-41410-6101	Finance	\$ -	\$ 75,000	\$ 75,000	Roll forward funding for CDBG Administration Fees FY 2024 & FY 2025
10-11-41410-6101	Finance	\$ 75,000	\$ 107,000	\$ 32,000	FY 2026 CDBG Administration Fee
10-11-41410-6101	Finance	\$ 107,000	\$ 117,000	\$ 10,000	CDBG funding for School Assistance Program
10-11-41410-6101	Finance	\$ 117,000	\$ 124,292	\$ 7,292	CDBG Funding for Tabitha's Way
10-18-41990-6101	Special Events	\$ -	\$ 3,000	\$ 3,000	CDBG Funding for Senior Citizen Financial Classes
10-18-41910-6101	Economic Development	\$ -	\$ 186,163	\$ 186,163	CDBG Funding for Small Business Grant/Loan Program
10-11-41100-1242	Legislative	\$ -	\$ 12,000	\$ 12,000	FY 2026 Car Allowance for Council
10-11-41110-4531	Building	\$ 19,000	\$ 33,000	\$ 14,000	OpenGov Data Migration from Springbrook
10-19-41970-4531	Communications	\$ 8,100	\$ 42,100	\$ 34,000	Roll over funding for RAP tax consultation
10-99-48700-9499	Fund Balance Appropriation	\$ 789,972	\$ 577,530	\$ (212,442)	Reduction to Fund Balance Appropriation for General Fund
10-61-48100-9147	Transfer to Fund 47	\$ 472,982	\$ 609,982	\$ 137,000	Transfer CDBG Grants Proceeds to Capital Project Fund for ADA Ramp
10-61-48100-9163	Transfer to Fund 63	\$ -	\$ 15,000	\$ 15,000	Transfer CDBG Grants Proceeds to Utility Billing for Assistance Program

Subtotal General Fund:

\$ 465,455

Fund Name	Expense	Current Budget	Proposed Budget	Change	Detail
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Enterprise Funds

52-81-52100-7306	Wastewater	\$ -	\$ 77,000	\$ 77,000	Two monitoring ground source wells for the Wastewater Plant
59-45-59000-4531	Stormwater	\$ 4,000	\$ 16,000	\$ 12,000	Roll forward funding for Stormwater Master Plan (Horrocks)
51-45-51000-4531	Water	\$ 240,000	\$ 260,000	\$ 20,000	Roll forward funding for the Water Source Plan (Hansen, Allen, & Luce)
51-45-51000-6110	Water	\$ -	\$ 38,000	\$ 38,000	PRV Installation city portion cost of Brown Meadows Agreement
52-81-52010-7000	Wastewater	\$ -	\$ 1,600,000	\$ 1,600,000	Oxidation Ditch for Wastewater Plant
51-45-51000-7000	Water	\$ 325,000	\$ 520,593	\$ 195,593	Roll forward project Well #1 Electrical Replacement
52-81-52100-7059	Wastewater	\$ -	\$ 160,357	\$ 160,357	Roll forward funding Lone Tree Lift Station project
52-99-48700-9499	Fund Balance Appropriation	\$ 3,065,051	\$ 1,227,694	\$ (1,837,357)	Reduction to Fund Balance Appropriation for Sewer Fund
59-99-48700-9499	Fund Balance Appropriation	\$ 86,135	\$ 74,135	\$ (12,000)	Reduction to Fund Balance Appropriation for Stormwater Fund
51-99-48700-9499	Fund Balance Appropriation	\$ 958,554	\$ 704,961	\$ (253,593)	Reduction to Fund Balance Appropriation for Water Fund

Subtotal Enterprise Funds:

\$ -

Capital Project Fund

47-81-41000-7057	Open Space	\$ -	\$ 97,360	\$ 97,360	Grant awarded by America the Beautiful Grant for Wildlife Corridor
47-81-41000-7057	Open Space	\$ 97,360	\$ 297,360	\$ 200,000	Grant awarded by Division of Wildlife Resources
47-81-45100-7072	Parks	\$ -	\$ 100,000	\$ 100,000	Pressure Reducing Valve (PRV) installation in the Ranches community to regulate water pressure on the city landscape and irrigation areas.
2025-47-04	Administration	\$ 500,000	\$ 750,000	\$ 250,000	Roll forward project Park & Ride SR73 Area
2025-47-01	Administration	\$ -	\$ 1,150,000	\$ 1,150,000	Roll forward project Land Acquisition - Alpine School District
2025-47-05	Senior Center	\$ -	\$ 117,000	\$ 117,000	Roll forward project Senior Center Expansion - CDBG
2021-47-05	Senior Center	\$ -	\$ 50,000	\$ 50,000	Roll forward project Senior Center Improvements
2023-USP-09	Parks	\$ 670,000	\$ 750,000	\$ 80,000	Roll forward project Nolen Park Improvements

Fund Name	Expense	Current Budget	Proposed Budget	Change	Detail
2015-USP-02	Parks	\$ 742,991	\$ 792,991	\$ 50,000	Roll forward project City Center Streetscapes
2025-USP-01	Parks	\$ -	\$ 70,000	\$ 70,000	Roll forward project Bike Park Improvements
2023-USP-01	Parks	\$ -	\$ 500,000	\$ 500,000	Roll forward project City Center Median Landscape
2022-44-05	Streets	\$ -	\$ 3,933,089	\$ 3,933,089	Roll forward project Mid Valley Road Extension
2022-44-01	Streets	\$ -	\$ 1,515,764	\$ 1,515,764	Roll forward project Airport Road Phase 2
2025-44-02	Streets	\$ -	\$ 130,878	\$ 130,878	Roll forward project Mid Valley Road East Feasibility
2022-44-02	Streets	\$ -	\$ 500,000	\$ 500,000	Roll forward project 8000 N Harmony Way
2022-44-03	Streets	\$ -	\$ 198,284	\$ 198,284	Roll forward project Turn Lanes Pony Express Pkwy/Ranches Pkwy
2023-44-03	Streets	\$ -	\$ 62,174	\$ 62,174	Roll forward project Campus Drive High T
47-81-41000-7060	Water	\$ -	\$ 44,248	\$ 44,248	Roll forward project ReUse Water Study
2026-45-04	Streets	\$ -	\$ 20,000	\$ 20,000	CDBG Funding for ADA Ramp

Subtotal Capital Project Fund:

\$ 9,068,797

Internal Service Funds

54-45-54000-7421	Fleet	\$ 1,231,000	\$ 1,931,000	\$ 700,000	Roll forward funding for Stormwater Water Jet Truck
54-45-54000-7421	Fleet	\$ 1,931,000	\$ 2,381,000	\$ 450,000	Roll forward funding for Stormwater Sweeper
63-43-63000-6101	Utility Billing	\$ -	\$ 15,000	\$ 15,000	CDBG Funding for Utility Assistance Program
54-99-48700-9499	Fund Balance Appropriation	\$ 79,093	\$ -	\$ (79,093)	Reduction to Fund Balance Appropriation for Sewer Fund
54-45-54000-2522	Fleet	\$ 125,000	\$ 204,093	\$ 79,093	Additional Funding for Vehicle Maintenance for City vehicles

Subtotal Internal Service Funds:

\$ 1,165,000

Special Revenue Funds

Fund Name	Expense	Current Budget	Proposed Budget	Change	Detail
2023-45-02	Parks	\$ 89,373	\$ 139,373	\$ 50,000	Roll forward project Ranches Trail - Pony Express Pkwy to SR-73
2025-45.03	Parks	\$ -	\$ 150,000	\$ 150,000	Roll forward project Pony Express Regional Park Phase 1
2024-45-04	Parks	\$ -	\$ 50,000	\$ 50,000	Roll forward project Recreational Trail - Regional
2023-44-04	Streets	\$ -	\$ 86,567	\$ 86,567	Roll forward project Design Lone Tree Pkwy to Old Airport Rd
2025-52-01	Wastewater	\$ -	\$ 3,454,275	\$ 3,454,275	Roll forward project Treatment Plant Expansion Phase 2
2023-51-01	Water	\$ -	\$ 3,580,000	\$ 3,580,000	Roll forward project Well #9 Lone Tree for \$100K; Additional Funding needed \$3,480,000
2024-51-01	Water	\$ -	\$ 4,262,424	\$ 4,262,424	Roll forward project Well #7 Unity Pass Phase 2
2024-51-02	Water	\$ -	\$ 5,770,400	\$ 5,770,400	Roll forward project Well #8 City Center Phase 2
2024-51-03	Water	\$ -	\$ 7,000,000	\$ 7,000,000	Roll forward project 4 MG Tank - City Center
2024-51-04	Water	\$ -	\$ 288,493	\$ 288,493	Roll forward project Upgrade Well #5
2022-51-06	Water	\$ -	\$ 985,335	\$ 985,335	Roll forward project Firefly 4 MG Tank
18-51-44100-4531	Streets	\$ -	\$ 9,850	\$ 9,850	Impact Fee Analysis Study (LRB) for Transportation
11-51-51000-4531	Water	\$ -	\$ 9,850	\$ 9,850	Impact Fee Analysis Study (LRB) for Culinary Water
17-51-59000-4531	Stormwater	\$ -	\$ 9,850	\$ 9,850	Impact Fee Analysis Study (LRB) for Stormwater
12-51-52000-4531	Wastewater	\$ -	\$ 9,850	\$ 9,850	Impact Fee Analysis Study (LRB) for Sewer
15-99-48700-9499	Fund Balance Appropriation	\$ 767,127	\$ 517,127	\$ (250,000)	Reduction to Fund Balance Appropriation for Parks Impact Fee Fund
18-99-48700-9499	Fund Balance Appropriation	\$ 529,390	\$ 432,973	\$ (96,417)	Reduction to Fund Balance Appropriation for Transportation Impact Fee Fund
17-99-48700-9499	Fund Balance Appropriation	\$ 410,100	\$ 400,250	\$ (9,850)	Reduction to Fund Balance Appropriation for Stormwater Impact Fee Fund

Subtotal Special Revenue Funds:

\$ 25,360,627

Total Increase(Decrease):

\$ 36,059,879

MEMORANDUM



DATE: October 2, 2025

TO: Mayor and City Council

FROM: Gina Olsen, City Recorder

RE: **Youth City Council Budget Request**

Background

The Eagle Mountain Youth Council (YCC) is requesting an increase in their annual budget to support youth programs, leadership development opportunities, and community events. The request was developed in consultation with YCC advisors and reflects anticipated participation of approximately 15 youth members and 2 adult advisors.

The proposed budget includes leadership opportunities such as the annual trip to the Utah State Capitol and the USU Youth Leadership Conference, as well as funding for community engagement events (holiday booths, rodeo dances, Veterans Day breakfast, Easter Egg Hunt). Additional requests include scholarships, retreats, and general supplies.

The total requested budget is **\$12,000**, which includes \$11,200 in itemized expenses and \$800 for incidental costs or unanticipated activities.

The YCC has a desire to provide opportunities for youth to engage with City government and the community. The proposed budget reflects the advisors' efforts to expand these opportunities and increase youth participation in civic and community life.

Proposed Budget Breakdown

- Shirts: \$400
- Capitol Trip: \$1,200 (\$70 per minor, \$90 per adult)
- USU Leadership Conference: \$3,400 (registration and hotel rooms)
- Transportation Fuel: \$100
- Water Fight: \$300 (dunk tanks, foam blower, supplies)
- Community Event Booths (Halloween Town, Christmas Village, Pony Express Days): \$200
- Leadership Retreat: \$1,000 (venue, activity, speaker, food)

- City Youth Valentine's Dance: \$2,000 (DJ, decorations, building rental)
- Veterans Day Breakfast: [covered in prior years under City support]
- Easter Egg Hunt: [covered in prior years under City support]
- Rodeo Dances: \$300
- YCC Christmas Party / Awards Dinner: \$300 (food, venue, awards)
- Scholarship Essay Award: \$2,000
- Incidentals/Extra Activities: \$800

Total Request: \$12,000

Additional Considerations

- Advisors report that current YCC membership may limit participation at leadership events, and have suggested expanding the number of YCC members for greater youth involvement.
- For overnight travel, boys and girls will be assigned separate rooms, with advisors serving as chaperones. A formal policy addressing chaperone requirements and rooming assignments will need to be drafted to ensure consistency and best practices.

Items for Consideration

- Approve the requested \$12,000 YCC budget increase as submitted to continue supporting youth leadership development and community events.
- Approve the budget with modifications, prioritizing activities that provide the greatest community benefit and align with the YCC's civic engagement mission.
- Direct staff to develop a formal policy for YCC travel and chaperone arrangements to ensure consistency and best practices.
- Provide guidance on long-term YCC structure (membership size, eligibility, role of committee members) to strengthen participation and oversight.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 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:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	Heath and Sheree Harper

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Residential	0.02 acres

PUBLIC HEARING

Yes

PREPARED BY

Gina Olsen, City Recorder

PRESENTED BY

Gina Olsen

RECOMMENDATION:

Staff recommends that the City Council continue the public hearing until a more formal policy or decision can be addressed regarding future property disposal.

Alternately, the City Council may hold the public hearing and determine to sell the property. A recent disposal application was approved for the purchase price of \$2.18/square foot, with an increase for water if needed. That approval was based on land that was undevelopable and unusable as public open space due to it's proximity to the Wash. Staff administratively set other similarly situation property at \$4.99/square foot.

BACKGROUND:

The applicants, Heath and Sheree Harper, 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 2016, and a fence was installed that encroached onto the City-owned parcel.
- In 2020, the current owners purchased the home with the fenced yard fully enclosing a portion of City property. The applicants have a shed constructed in the encroached area.
- The applicants were unaware that this portion of the yard was not included in their deeded lot.

Summary of Situation

- 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:

This parcel did not exist when the land classifications were made in City Code. Due to its proximity to other City open space, it is likely this parcel would be considered "Significant Land". Below is information from City Code for Significant Land:

- EMMC 3.30.010 & 3.30.060: Parcels classified as "Significant Land," 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.”

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

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING THE DISPOSAL OF 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/insignificant) 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 34:532:001 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 34:532:001, 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 7th day of October, 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 7th day of October 2025.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Gina L. Olsen, CMC
City Recorder

Exhibit A



Eagle Mountain City Recorder's Office Land Disposal Application

1650 E Stagecoach Run, Eagle Mountain, UT 84005
801.789.6611 • recorder@eaglemountain.gov

Sheree Sharper@gmail.com

Applicant Information

Applicant Name: Heath Harper Application Date: 8-2-2025
Phone: 385-215-4002 Email: heathaharper@gmail.com
Address: 9839 N Eagle Mountain UT 84005
NEIK Ridge DR

Land Information

General Location of the Property: 1019 Hunter Lane EM UT 84005
Parcel Number: 341532:0122 Total Area of the Subject Property: 824.55 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: _____

Date: 8-2-2025

*pd \$150 ck#2709
8/7/25 JD*

8-2-2025

Dear Eagle Mountain City,

My name is Heath Harper. I purchased 1019 E Hunter Lane in 2020. When I purchased the home, the backyard was completely fenced and landscaped.

I was recently contacted by Todd Black at the city to let me know that the property, 1019 E Hunter Lane, was fenced and landscaped partially on city owned property. I had no idea this was the case before meeting with Todd. The previous owner built out the fence and yard to include part of city land.

I am writing this letter, as part of my land disposal application, to request your consideration in allowing me to purchase the land that is city property but already landscaped and fenced in on the property.

I have read Eagle Mountain Municipal Code Chapter 3.30 Disposal of City Real Property, and am aware that if the City Council approves the disposal application, I will assume full responsibility for future process, including all fees.

Thank you for your consideration.

Heath Harper



8-2-2025



- 1019 Hunter Lane Eagle Mountain UT 84005
- Property to be disposed of is outline in red at the back of 1019 Hunter Lane.
- Please notice the date of this picture, April 4, 2019, which is before we purchased the property

- Proposed site plan -

- The proposed area in red is already landscaped and fenced. We would keep it in its current state as a landscaped yard.

Site Plan from Utah county parcel.

Basketball

34:456:0067
EAGLE MOUNTAIN CITY...
- EAGLE MOUNTAIN
Value: \$0 - 1.15 acres
Entry# 108734-2007

S6°35'11"W 144.95 S6°35'11"E 144.95

34:532:0117
EAGLE MOUNTAIN CITY...
- EAGLE MOUNTAIN
Value: \$0 - 1.35 acres
Entry# 28648-2014

34:532:0122
HARPER, HEATH A...
1019 E HUNTER LN - EAGLE MOUNTAIN
Value: \$664,100 -- 0.2 acres
Entry# 123627-2019

N6°52'13"E 88.48

S6°52'13"W 88.48

S23°41'33"E 100.00

S68°44'34"W 88.48 N68°

34:532:0121
SULLIVAN, E...
1033 E HUNTER LN
Value: \$531,100
Entry# 77118

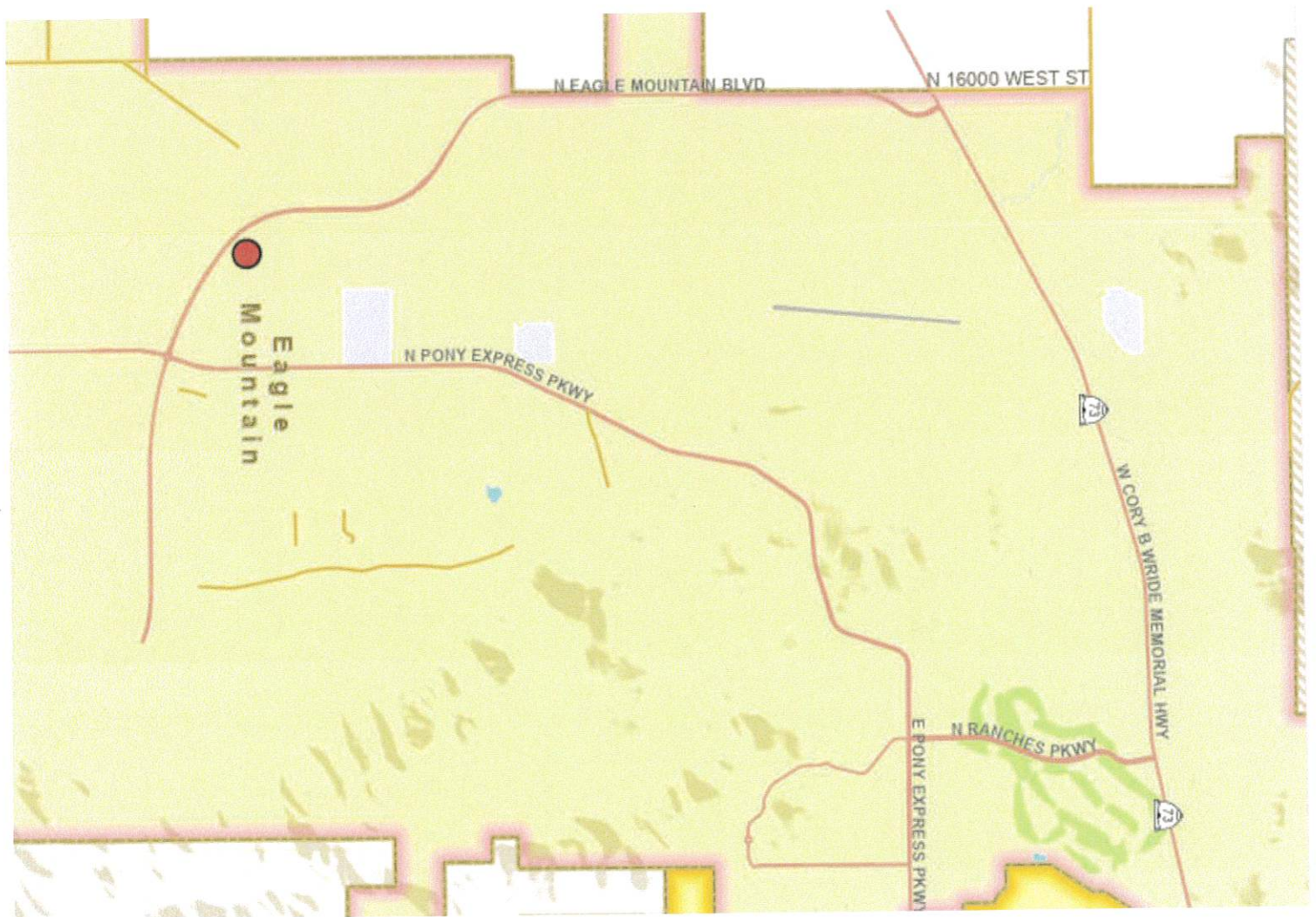
S23°41'29"E 99.88

N23°41'33"W 100.00
N23°41'29"W 99.88

S28°33'59"E 100.00
N28°33'59"W 100.00

CB=S6°52'12"W
CL=79.98 to L

Location of 1019 E Hunter Lane within
Eagle Mountain City.





Sheree Harper <shereejharper@gmail.com>
To: Todd Black <tblack@eaglemountain.gov>

Sat, Aug 2, 2025 at 4:44 PM

Hi Todd,

I noticed on the application a check box that says, "water rights." Can you help me figure out what I need to submit with my application that will fulfill that requirement?

Thank you,
Sheree
[Quoted text hidden]

Todd Black <tblack@eaglemountain.gov>
To: Sheree Harper <shereejharper@gmail.com>

Mon, Aug 4, 2025 at 6:28 AM

There are no water rights associated with that small of a piece, so don't check it.



Todd Black
WILDLIFE BIOLOGIST & OPEN SPACE MANAGER

801-857-8228
EAGLEMOUNTAIN.GOV

This e-mail may contain information that is confidential, proprietary, or "non-public personal information". The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information.

[Quoted text hidden]

No water Rights needed



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance Of Eagle Mountain City, Utah, Amending Rush Creek Phase A, Plat 1B, Lot 102 and Lot 111.
ITEM TYPE:	Recorded Plat Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Dan Ford

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Business Park/Light Industry / Light Manufacturing/Distribution	3.98

PUBLIC HEARING

Yes

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance Of Eagle Mountain City, Utah, Amending Rush Creek Phase A, Plat 1B, Lot 102 and Lot 111

BACKGROUND:

The parent plat was approved in 2023. A user is in need of a 1-acre lot. Interest in others wanting a similar size is possible, too. The proposed Lot 114 is currently under site plan review to locate an auto repair business.

ITEMS FOR CONSIDERATION:

Complies with LMD zone standards. Additional improvements needed consist of a second water lateral and a second sewer lateral.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the proposed plat amendment.

ATTACHMENTS:

1. Ordinance
2. Rush Creek Phase A Plat 1B - Plat

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING RUSH CREEK
INDUSTRIAL PHASE A, PLAT 1, LOT 102 AND LOT 111 S

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend Rush Creek Industrial Phase A, Plat 1, Lot 202 and Lot 111 S, 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 Rush Creek Industrial Phase A, Plat 1, Lot 202 and Lot 111 S, 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.

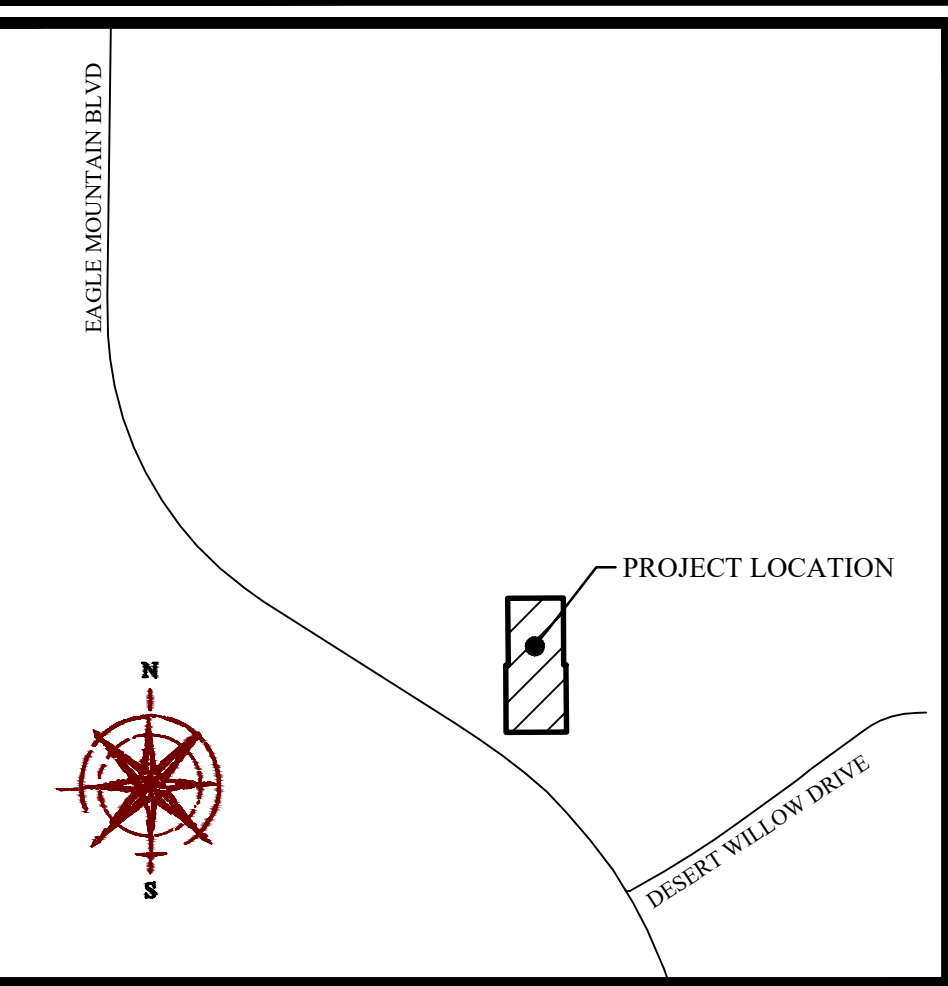
ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen
City Recorder



VICINITY MAP

LEGEND	
	BOUNDARY
	SECTION LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	CENTERLINE
	EXISTING PROPERTY LINE
	SECTION MONUMENT (FOUND)
	STREET MONUMENT (TO BE SET)
	BOUNDARY MARKERS

NOTES:

- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- P.U.E. = PUBLIC UTILITY EASEMENT

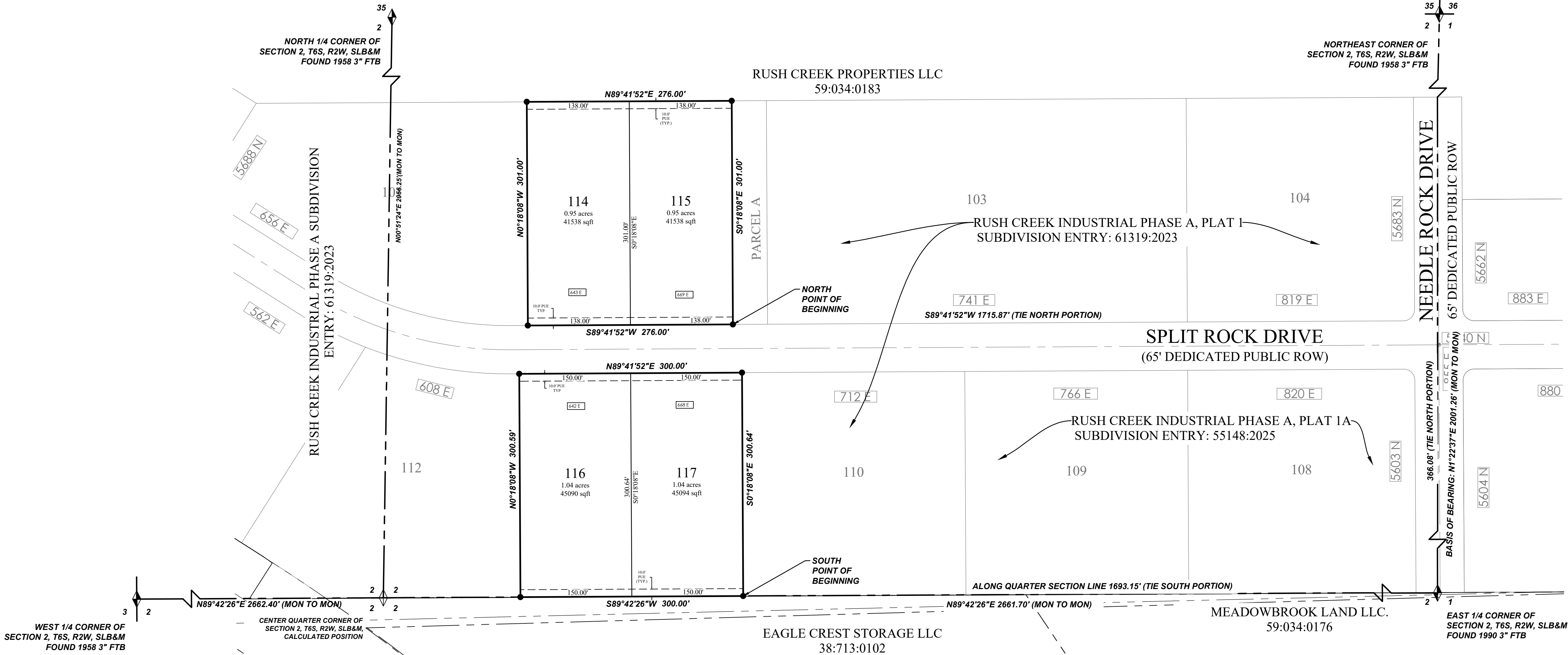
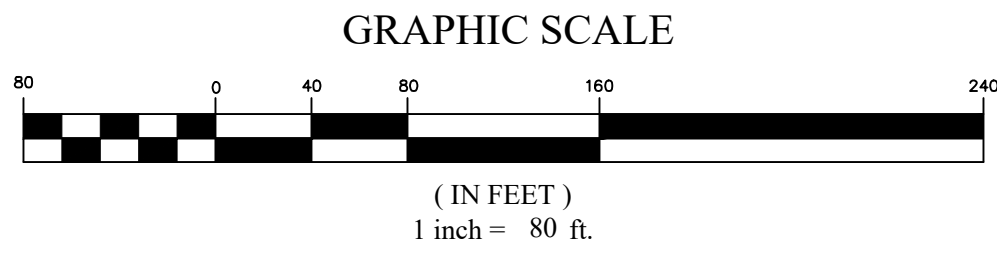
ZONE	LMC (LIGHT MANUFACTURING/DISTRIBUTION)
LOT SIZE	N/A
FRONT SETBACK	20'
SIDE SETBACK	NONE (EQUAL TO BUILDING HEIGHT. SEE NOTES)
CORNER SIDE SETBACK	20'
REAR SETBACK	20' (EQUAL TO BUILDING HEIGHT IF ADJACENT TO RESIDENTIAL.)

RUSH CREEK INDUSTRIAL PHASE A, PLAT 1B

VACATING AND AMENDING LOTS 102 & 111 OF RUSH CREEK INDUSTRIAL PHASE A PLAT 1 SUBDIVISION
LOCATED IN THE NE 1/4 OF SECTION 2, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

PLAT CALCULATIONS:

• TOTAL ACRES	3.98 ACRES
• TOTAL ACRES IN LOTS:	3.98 ACRES
• TOTAL OPEN SPACE:	NA
• AVERAGE LOT SIZE:	0.99 ACRES, 43,315 SQFTS
• LARGEST LOT SIZE:	1.04 ACRES
• SMALLEST LOT SIZE:	0.95 ACRES
• OVERALL DENSITY:	1.01 LOTS/ACRES
• TOTAL # OF LOTS:	4 LOTS
• AREA OF ASPHALT:	0 SQFT



PREPARED FOR
RUSH CREEK PROPERTIES LLC
1761 E. HIDDEN HILLS ROAD
EAGLE MOUNTAIN, UT 84005
CONTACT: CHARLIE SMITH

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 _____

ENBRIDGE GAS UTAH
Questar Gas Company, dba Enbridge Gas Utah ("Enbridge"), approves this plat solely to confirm that the plat contains public utility easements. This approval does not (a) affect any right Enbridge has under Title 54, Chapter 8a, a recorded easement or right-of-way, prescriptive rights, or any provision of law; (b) constitute acceptance of any terms contained in any portion of the plat; and (c) guarantee any terms or waive Enbridge's right to require additional easements for gas service.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

Approved this _____ DAY OF _____ A.D. 20____

By: _____

Title: _____

ROCKY MOUNTAIN POWER
Rocky Mountain Power, a division of PacifiCorp approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owners dedication and the notes and does not constitute a guarantee of particular terms of electrical utilities service. For further information please contact Rocky Mountain Power at 1-800-469-3981.

Approved this _____ DAY OF _____ A.D. 20____

Rocky Mountain Power

By: _____

Title: _____

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL

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 the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, and streets, together with easements, to be hereafter known as RUSH CREEK INDUSTRIAL PHASE A, PLAT 1B and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

09/04/25
DATE

BOUNDARY DESCRIPTION

NORTH PORTION

A part of the Northeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

Beginning on the southwest corner of Parcel A of Rush Creek Industrial Phase A, Plat 1 SUBDIVISION recorded September 18, 2023 as Entry No. 61319:2023 in the Utah County Recorder's Office, said point being N01°22'37"E 366.08 feet along the Section line and S89°41'52"W 1715.87 feet from the East Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running thence along the northerly right-of-way line of Split Rock Drive S89°41'52"W 276.00 feet; thence N00°18'08"W 301.00 feet; thence N89°41'52"E 276.00 feet to the northwest corner of Parcel A in the aforementioned subdivision; thence along the westerly line of Parcel A S00°18'08"E 301.00 feet to the point of beginning

Contains: 83,076 square feet or 1.91 acres+/-
Contains 2 lots

SOUTH PORTION

A part of the Northeast Quarter of Section 2, Township 6 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°42'26" W 1693.15 feet along the Quarter Section line from the East Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; running thence along said Quarter Section line S89°42'26" W 300.00 feet; thence N00°18'08"W 300.59 feet to the southerly right-of-way line of Split Rock Drive; thence along said right-of-way line N89°41'52"E 300.00 feet; thence S00°18'08"E 300.64 feet to the point of beginning.

Contains: 90,184 square feet or 2.07 acres+/-
Contains 2 lots

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

PRINTED NAME OF OWNER	AUTHORIZED SIGNATURE(S)
_____	_____
RUSH CREEK PROPERTIES LLC	CHARLIE SMITH

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S. _____
COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

APPROVED BY MAYOR _____ APPROVED BY CITY ATTORNEY _____

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

RUSH CREEK INDUSTRIAL PHASE A, PLAT 1B

VACATING AND AMENDING LOTS 102 & 111 OF RUSH CREEK INDUSTRIAL PHASE A PLAT 1 SUBDIVISION
LOCATED IN THE NE 1/4 OF SECTION 2, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.72 Commercial and Multi-family Design Standards.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.72, Commercial and Multi-family Design Standards.

BACKGROUND:

The City has been working with VCBO to amend design standards regarding commercial and multi-family residential development. The consultant has met with the Planning Commission and City Council as the draft has progressed to the final draft, which is to be reviewed and, if deemed acceptable, approved and adopted.

ITEMS FOR CONSIDERATION:

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

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the proposed changes to EMMC Title 17, Commercial and Multi-family Design Standards.

ATTACHMENTS:

1. Presentation
2. Ordinance
3. Exhibit A
4. Exhibit A - CLEAN



Eagle Mountain Commercial & Multi-Family Design Standard Updates

PROJECT NO. 24025.99
AUGUST 2025

VCBO



Project Vision & Goals

What do you hope to achieve with this update project?

- Support Eagle Mountain's vision to have high quality development, unique character, and encourage long-term residency
- Clarify and strengthen the standards and guidelines with simple evaluation metrics
- Define an array of material and color options and a process for regulating proposed alternatives

“Preserve the small town feel”

“Support wide-open, mountain living”

“Maintain a rustic atmosphere”

WHO WE ARE

Eagle Mountain is nestled next to the western mountains of Utah Valley and its wide open spaces provide easy access to wildlife, walking and biking trails, and a wide variety of other outdoor recreation, setting it apart from nearby cities. This close-knit community is connected to nature and removed from the hustle of city life. It's still close enough to the metro that residents can enjoy everything they need close to home.

Because Eagle Mountain is such a special place, people are drawn to it, which has led to rapid growth and development. As a city, Eagle Mountain aims to welcome new residents while protecting everything that makes the community special. Leaders are committed to growing responsibly and intentionally to balance economic opportunities with the stewardship of the surrounding natural environment. The City listens to resident concerns, and residents and City employees work together to ensure that Eagle Mountain continues to be a beautiful, thriving place for all who want to be here.



Predevelopment Staff Meeting

- Meet with staff to review development plan and discuss architectural standards for current or proposed zone district

Staff Review

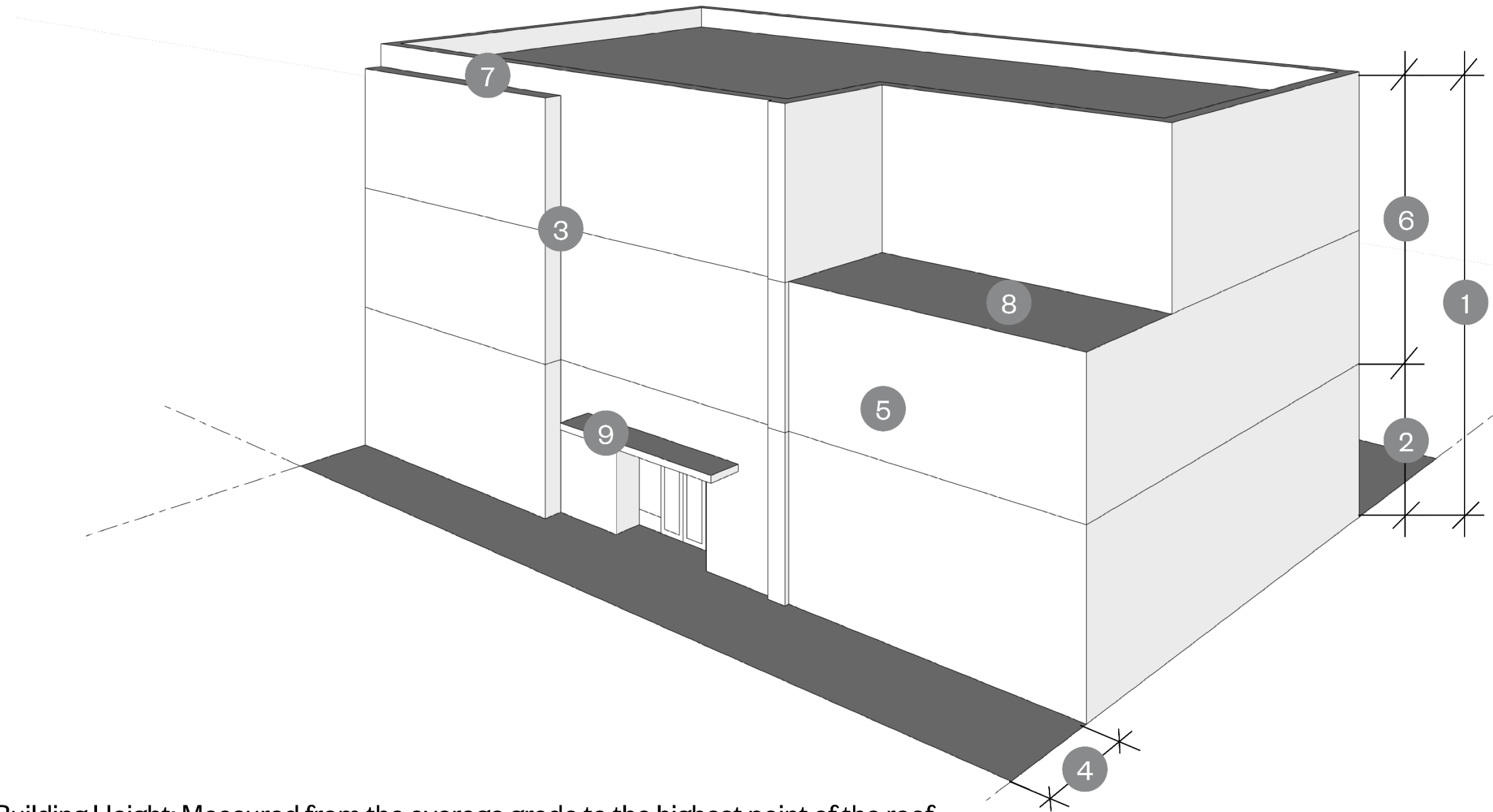
- Staff review proposed development for alignment with architectural standards
- Identify areas of mis-alignment
- Determine if design evolution or variance is preferred path

Planning Commission Review & Approval

- Review proposed development and potential variance requests
- Determine alignment with intent of standards
- Make recommendation to City Council

City Council Review & Approval

- Review proposed development and potential variance requests
- Determine alignment with intent of standards
- Approve or deny development design



- 1 Building Height: Measured from the average grade to the highest point of the roof
- 2 Ground Floor: The level of a building with the primary building entrance(s), typically at ground level. Measured from the floor surface of that level to the floor surface above.
- 3 Horizontal Articulation: Projections from the building inward or outward.
- 4 Setback: Offset from a specific boundary such as the public ROW or the building facade.
- 5 Structural Bay: The space between columns and beams in a building forming a structural module.
- 6 Upper Floors: Any floors above the ground floor
- 7 Vertical Articulation: Projections from the building upward.
- 8 Upper Level Step-back: A portion of the building that is setback from the facade to create architectural interest and often is used for outdoor amenity space.
- 9 Awnings, trellises, roof elements that project from the facade

Commercial Zones



Downtown Commercial:

- New zone introduced by the Downtown Master Plan
- Currently only applicable to the master planned area, but may be expanded upon in other dense environments
- **New Zoning District and Code Section Needed**

Commercial Neighborhood:

- Small scale commercial serving daily needs of local residents
- Integrated with neighborhoods - walkable
- Minimally impact traffic, lighting, and noise

Commercial Community:

- Commercial areas located near transportation hubs and major intersections
- Designed to buffer neighboring residential areas
- Oriented to local residents and passing motorists

Commercial Regional:

- Large scale commercial serving community-wide and regional shopping needs
- Highway-oriented retail and regional shopping centers
- Located near freeways and/or major arterials to provide convenient access for major traffic volumes without impacting residential areas

Business Park:

- Added after consultation with the City Council (March 19)
- Encompasses 3 zones in the city code
 - Light Manufacturing/Distribution
 - Medical/Educational Campus
 - Office Professional

Site and Setting

Proposed Standard: Applicable to All



- Building Location
- Parking
- Drive Throughs
- Landscaping
- Signage
- Activity Zones



Commercial Downtown

Proposed Standard: Site & Setting

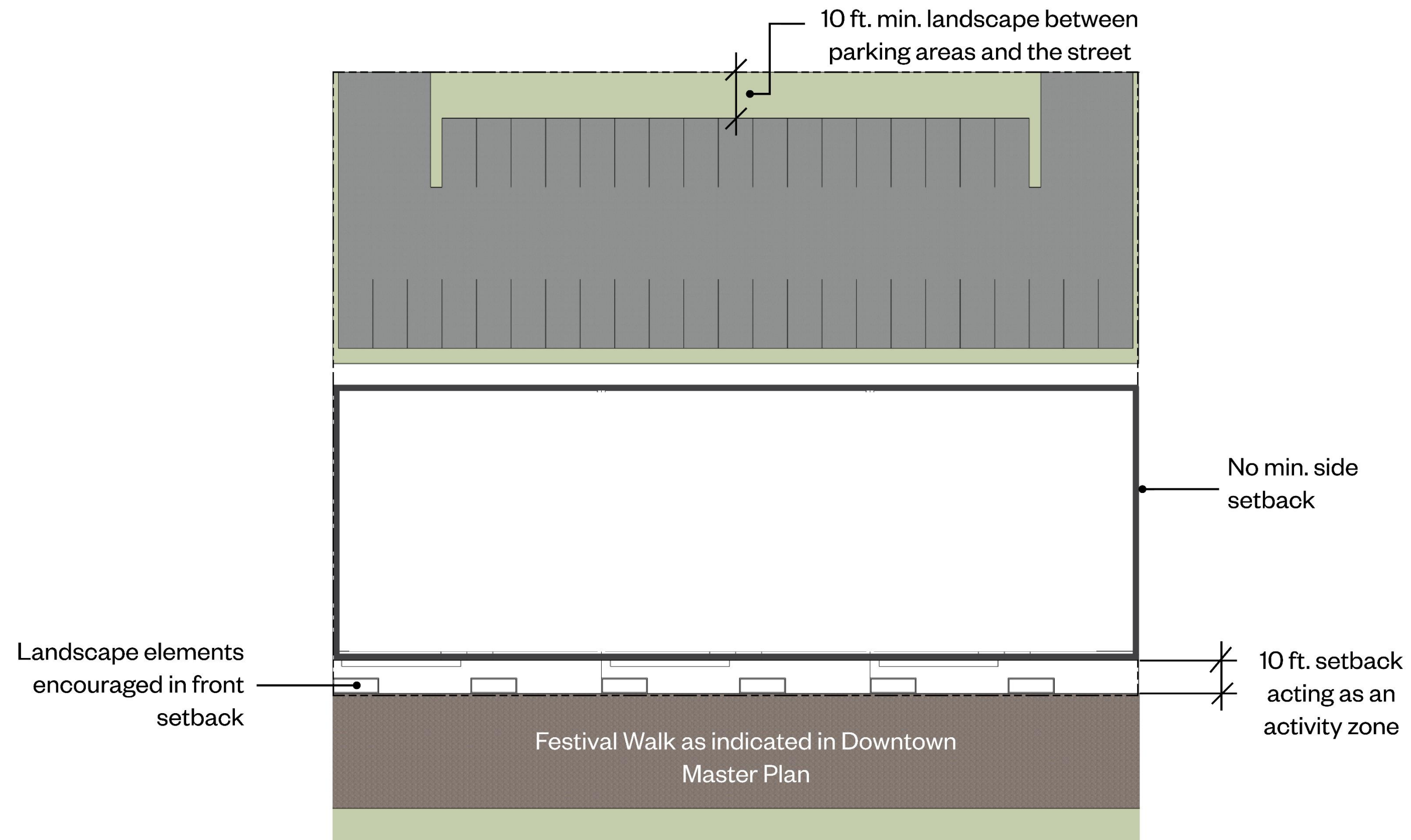


Drive Throughs:

- Not permitted

Activity Zone:

- Required
- Minimum depth: 10 feet
- Minimum frontage: 100%
- Upper level awnings, balconies, and trellises can encroach into the 10' Activity Zone



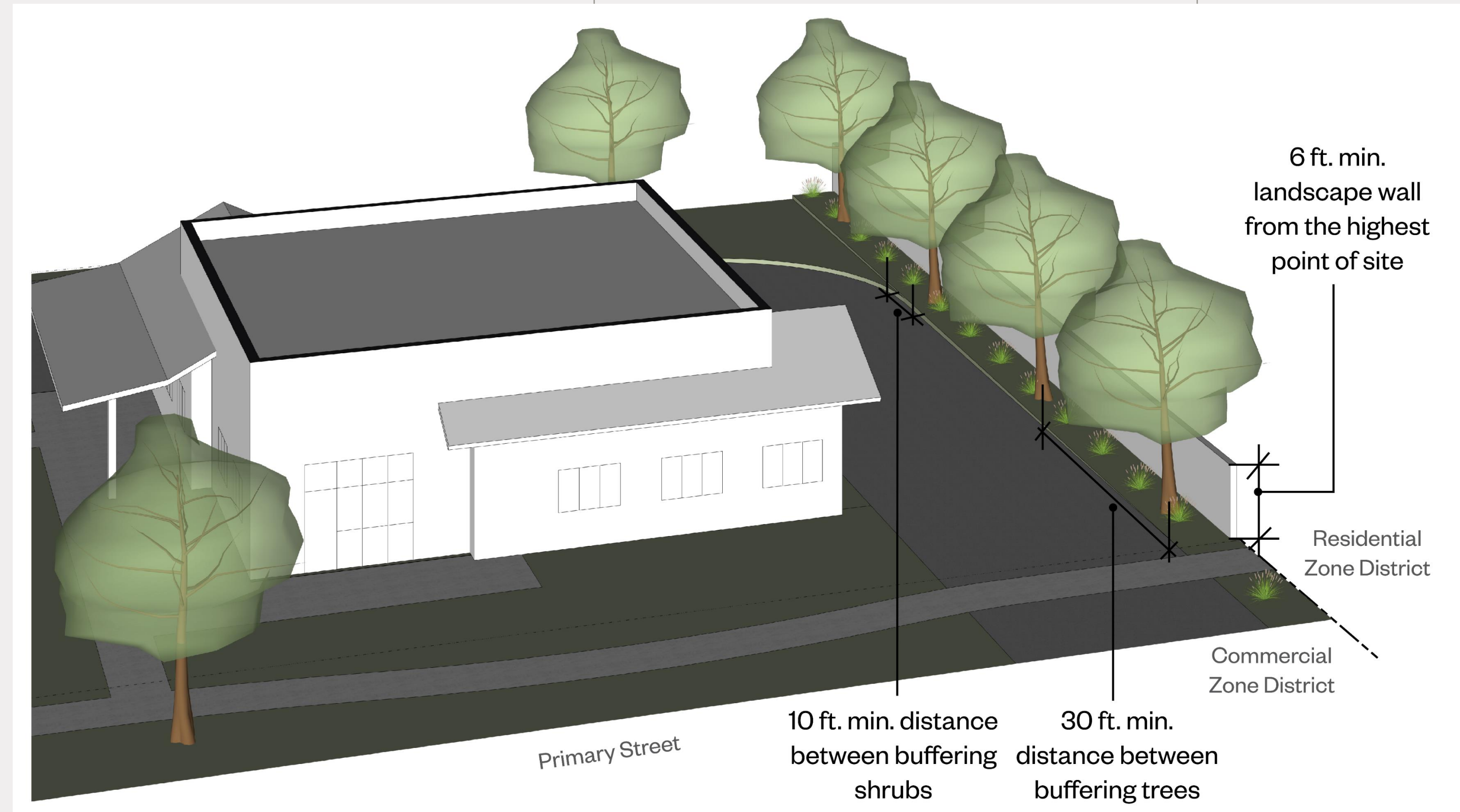
Commercial Landscaping

Proposed Standard: Applicable to All



Landscaping

- Landscape buffers required abutting residential zones - trees every 30 feet and shrubs every 10 feet.
- 6-foot wall from highest grade point from highest grade on the site to block any vehicle lighting from entering a residential area
- Utilities shall be located behind the building and not visible from the primary street



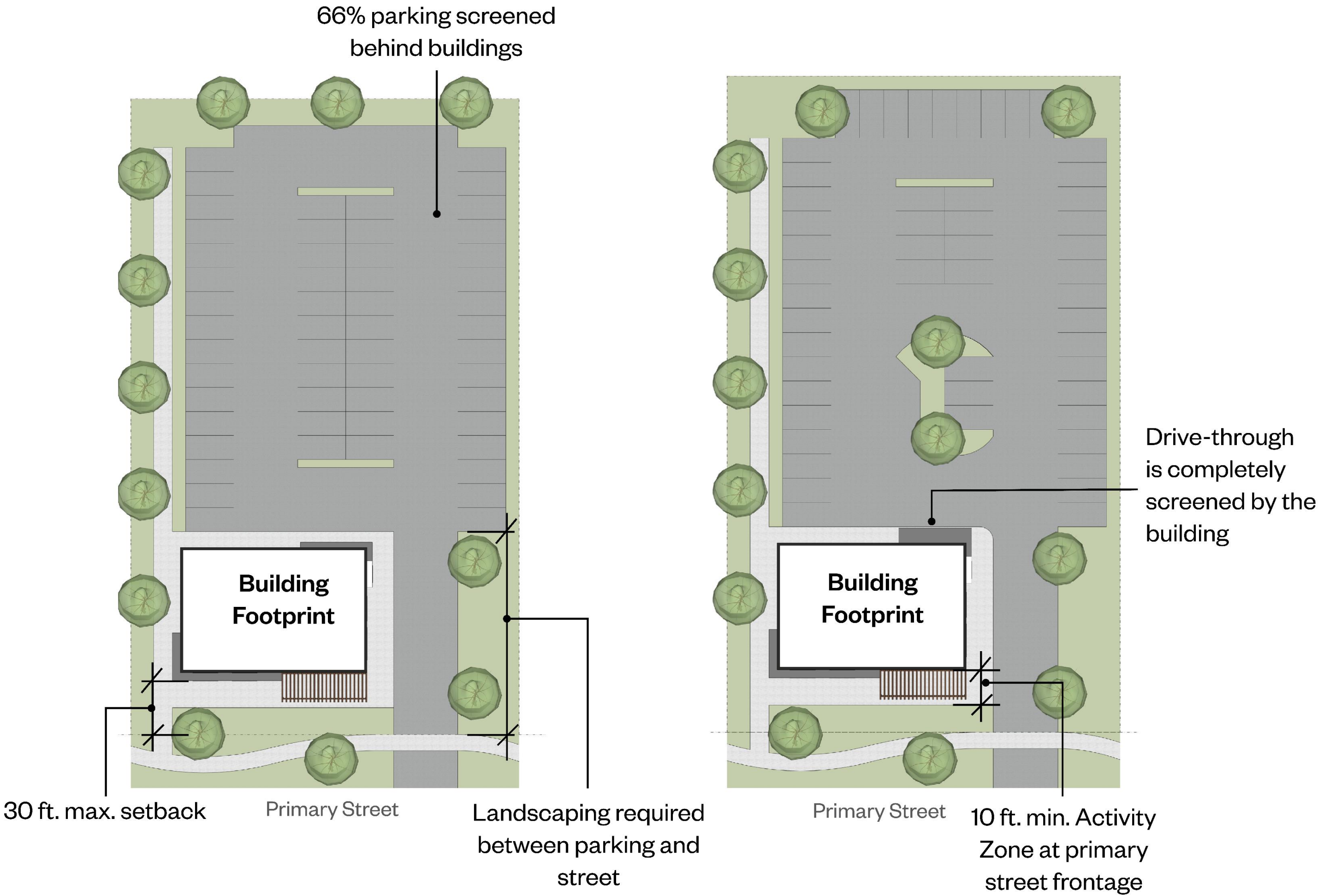


Parking:

- 66% of parking stalls must be screened by the building
- Landscaping required between any parking along a street

Drive Throughs:

- Must be 100% screened by the building (except in pad sites zoned Commercial Community where they may be located to the side of the building)



Commercial Community & Regional

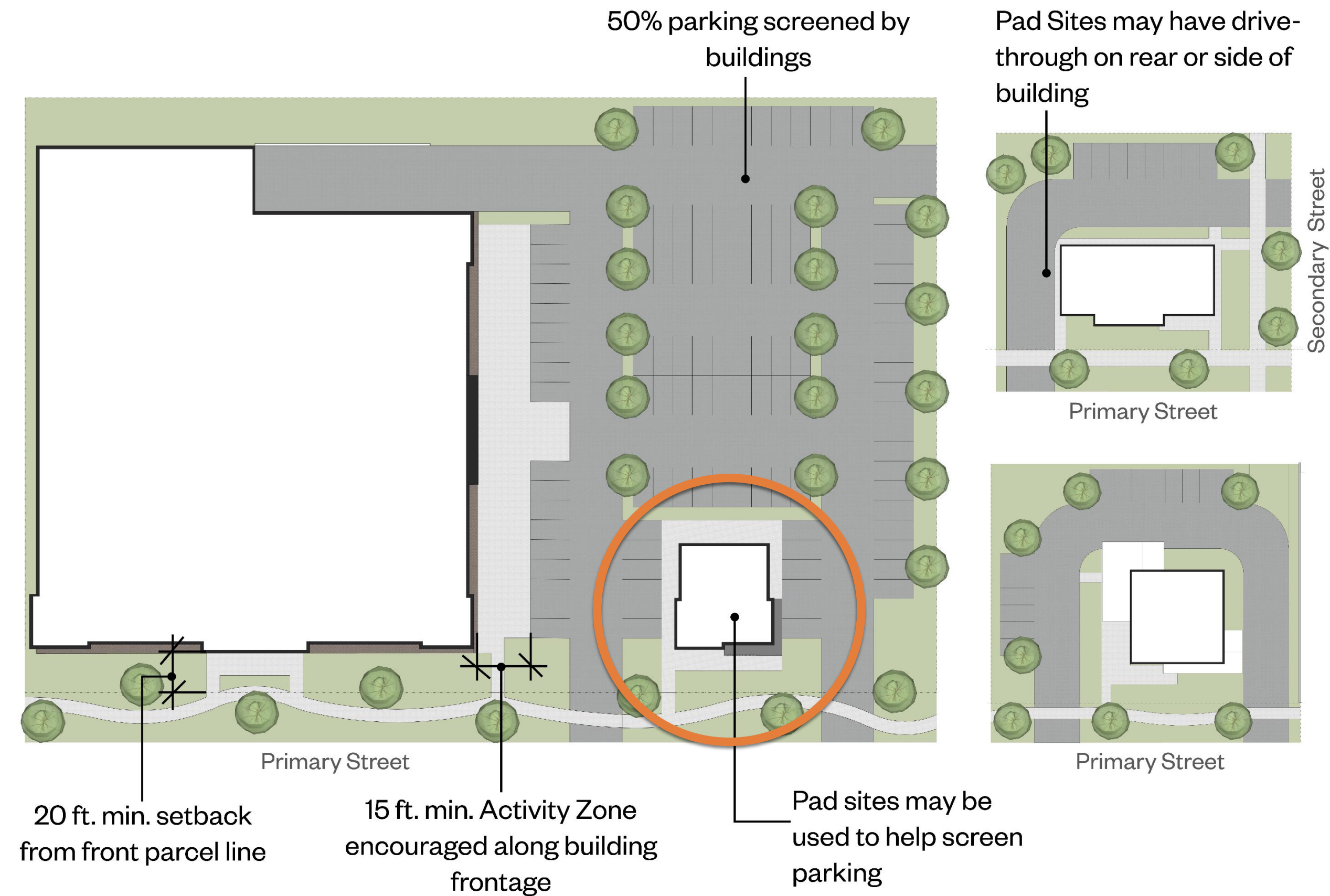
Proposed Standard: Site & Setting

Drive Throughs:

- On Side or Rear of Building

Activity Zone:

- Minimum frontage: 30' located at primary building entryway
- Commercial Community: Required
 - Minimum depth: 10 feet
- **Commercial Regional: Encouraged**
 - Minimum depth: 15 feet



Commercial Downtown

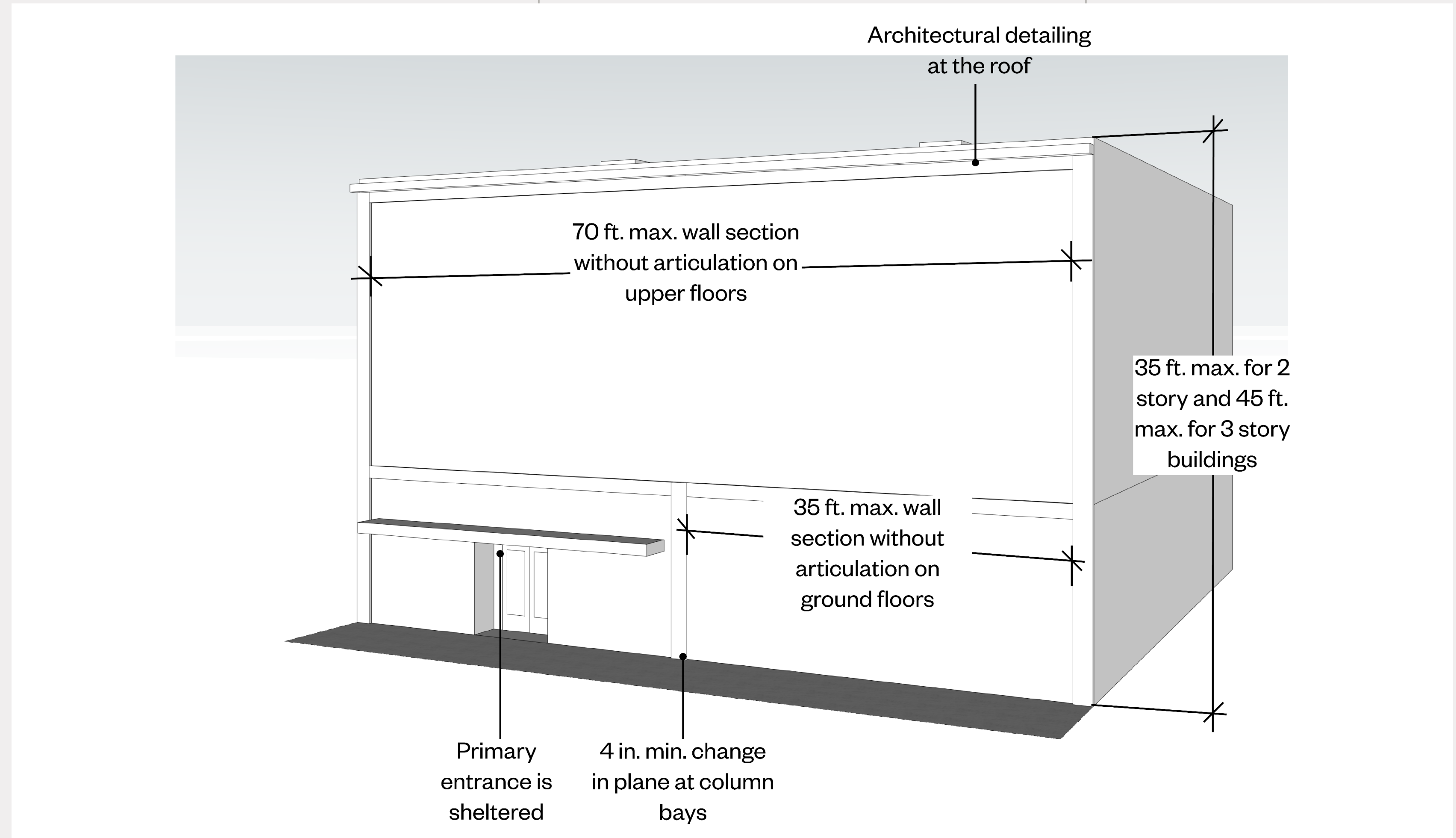
Proposed Standard: Height & Massing

Building Height:

- Minimum ground floor: 15 feet
- 3rd Floor Allowed By Right permitted through design review and amenity space provisions

Upper Level Setbacks:

- Up to 33% of the length of the front elevation of the third floor may be stepped back from the main façade
- Step backs recommended at corners

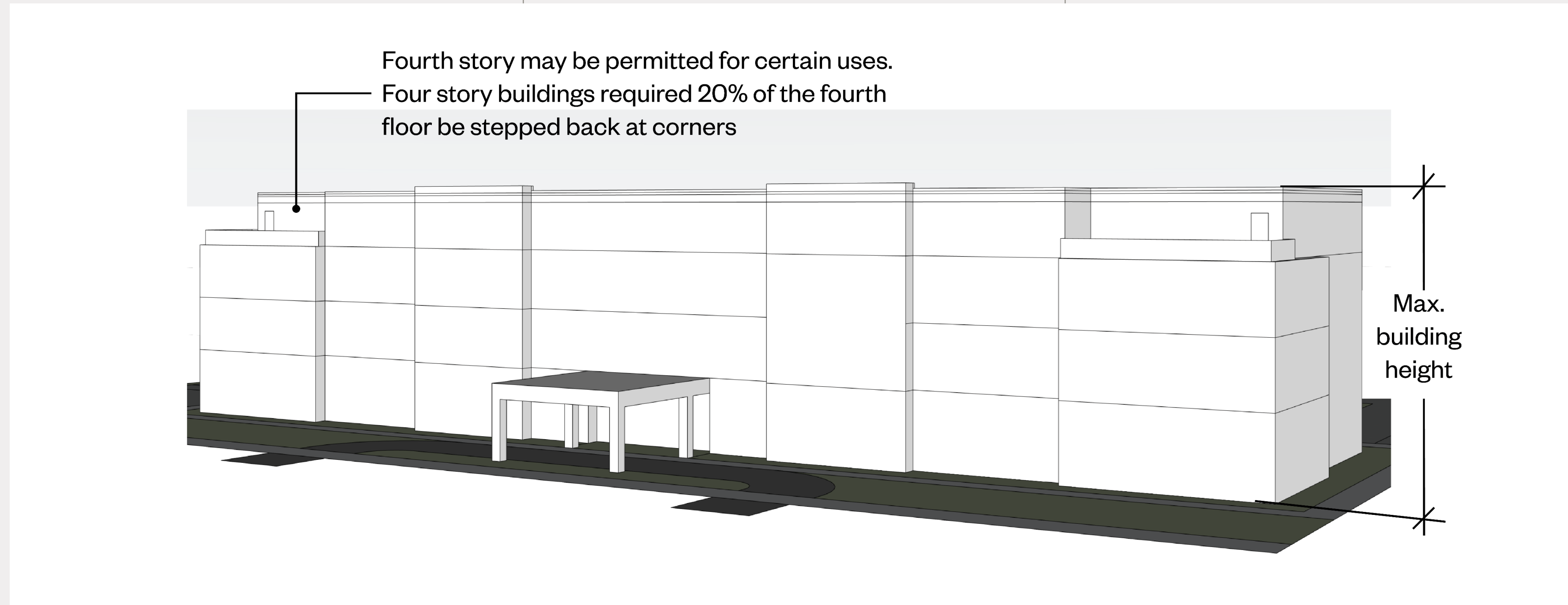


Commercial Community & Regional

Proposed Standard: Height & Massing

Upper Level Setbacks:

- A fourth floor may be allowed dependent on building use (hotel, hospital, higher-ed). A fourth floor is required to have corner step backs
- A minimum of 20% of the length of the front elevation of the fourth floor shall be stepped back from the main façade.



Architectural Variation

Proposed Standard: Applicable to All

- Primary Entrances
- Level Differentiation
- Façade Articulation
- Window/Wall Ratio
- Roof Expression



Commercial Community & Regional

Proposed Standard: Architectural Variation

Level Differentiation:

- Commercial Community: Required
- Commercial Regional: Encouraged

Façade Articulation:

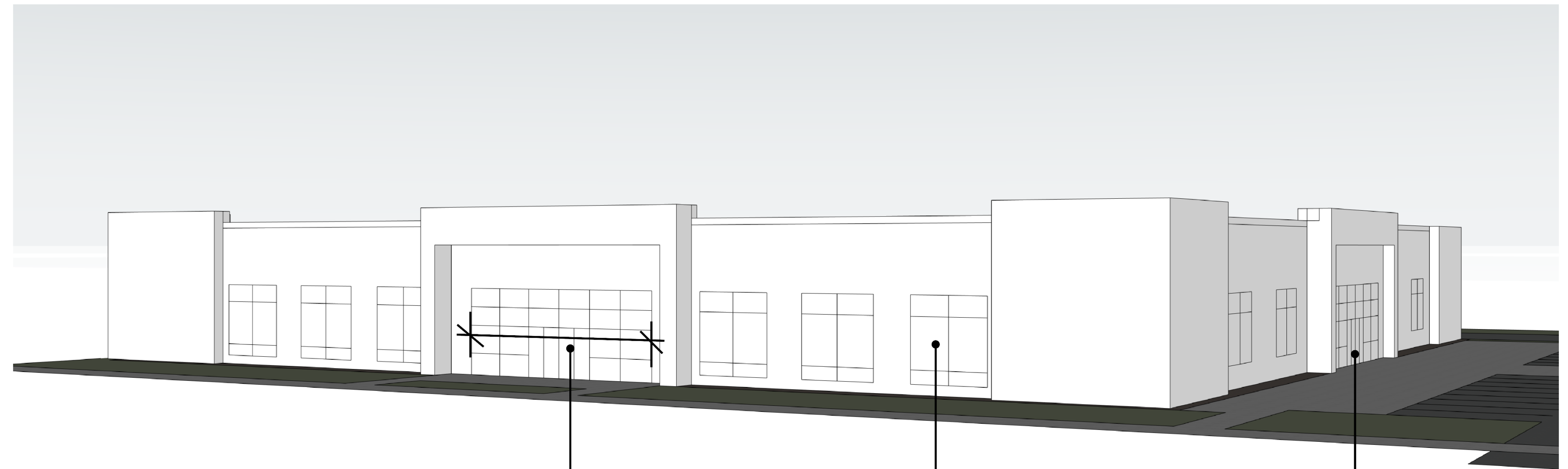
- Max non-varied ground floor: 50 feet
- Max non-varied upper floors: 50 feet
- Min façade step: 2 foot
- Min change at column bay: 6 inches
- Max continuous storefront or window: 40 feet

Window/Wall Ratio:

- Ground floor minimum: 25%
- Architectural detailing is encouraged at the head and sill of each window

Roof Expression:

- Cap element to clearly delineate the top of the building
- The roof must be vertically varied in height with a minimum 2' elevation change, in conjunction with horizontal articulation to add architectural interest to the building



40 ft. max.
continuous
window bays

25% min. ground
level window to wall
ratio

Clearly defined
entrances

Applicable to All – Building Materials

Proposed Standard: Building Materials

Building Materials:

Use high-quality natural materials such as brick masonry, natural stone, wood, composite concrete siding that emulates traditional wood siding, or high-quality metal.

- Masonry and stone should reflect natural tones.
- Wood and wood-look materials should be natural in color.
- Painted, powder-coated and high-quality composite metals may be used, colors should be neutral grays and browns.

A material board with actual materials and colors shall be presented to the Land Use Authority for approval.

Accent Colors:

Colors that support a business brand, or highlight key architectural features or elements.

- No more than 7.5% of any façade and should be finished using an accent color.
- Accent colors and materials shall compliment the material palette as well as the Eagle Mountain City Brand Standards, and be approved by the Land Use Authority.
- Artwork, signage and awnings as approved by the Land Use Authority are exempt from this standard.



Downtown Commercial

Proposed Standard: Building Materials



Building Materials:

- Primary building materials are brick or stone masonry
- Percent used on **all** façades: 80%
- Secondary material: One or more required
- Corrugated metal and EIFS not permitted

Accent Colors:

- Only used to support a business brand through signage and awnings.
- Must be presented to and approved by the Land Use Authority.



Commercial Neighborhood & Community

Proposed Standard: Building Materials

Building Materials:

- Primary building materials are of a high-quality natural material
- Percent used on **all** façades: 50%
- Secondary material: One or more required and distinct in addition to glass
- Corrugated metal not permitted



Commercial Community & Regional

Proposed Standard: Building Materials

Building Materials:

- High quality materials used on 30% of primary façade
- 15% of all other facades



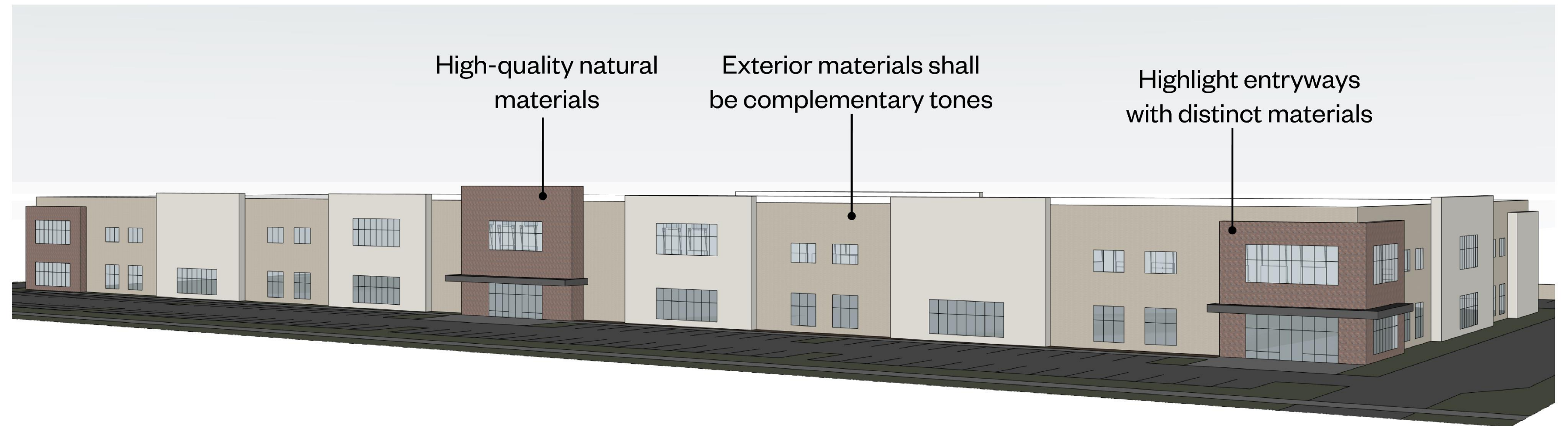
Business Park

Proposed Standard: Building Materials



Building Materials:

- High quality materials used on 20% of primary façade
- 10% of all other facades



VCBO

Multi-Family



Multi-Family – Site & Setting

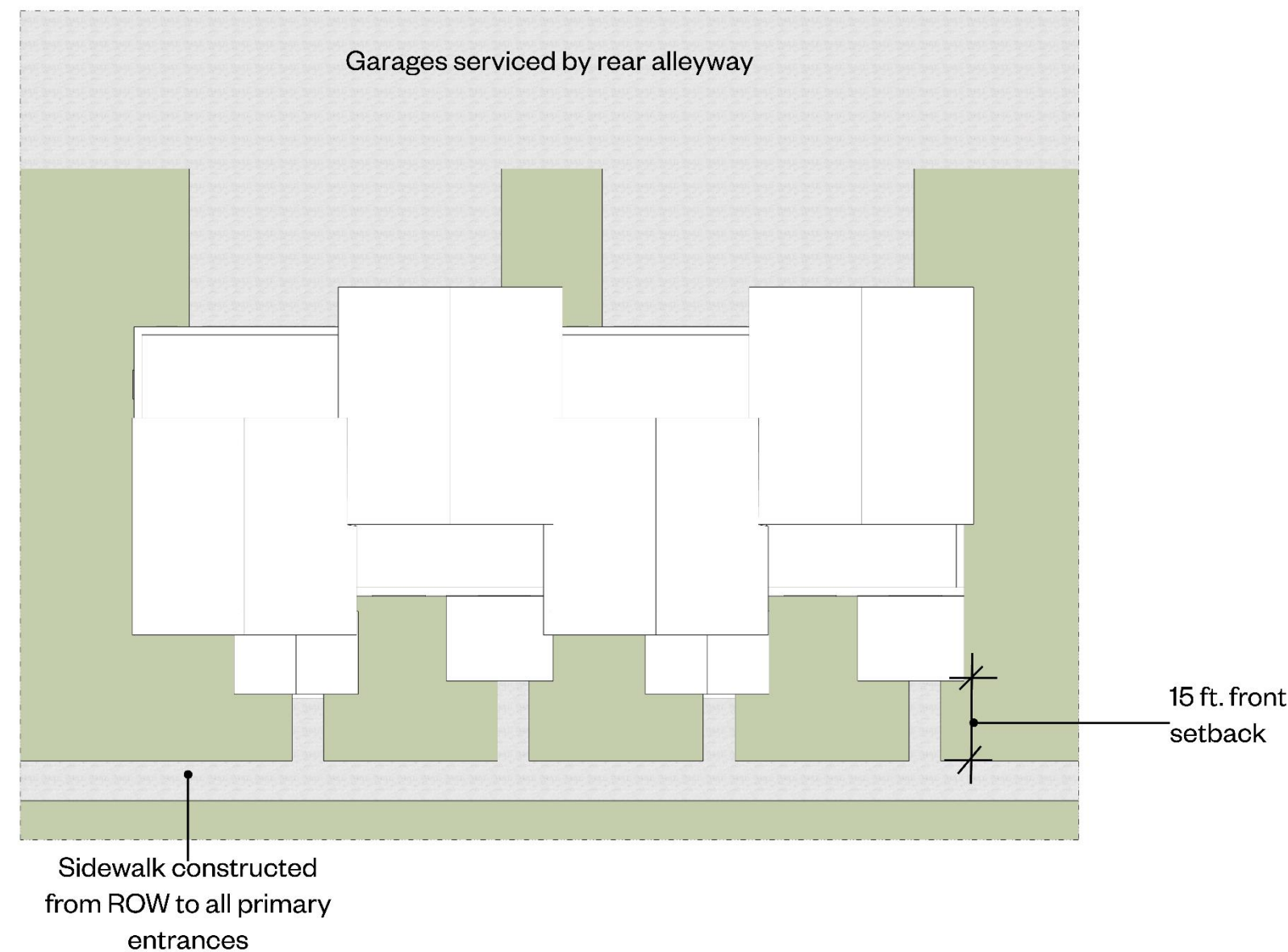
Proposed Standard: Site & Setting



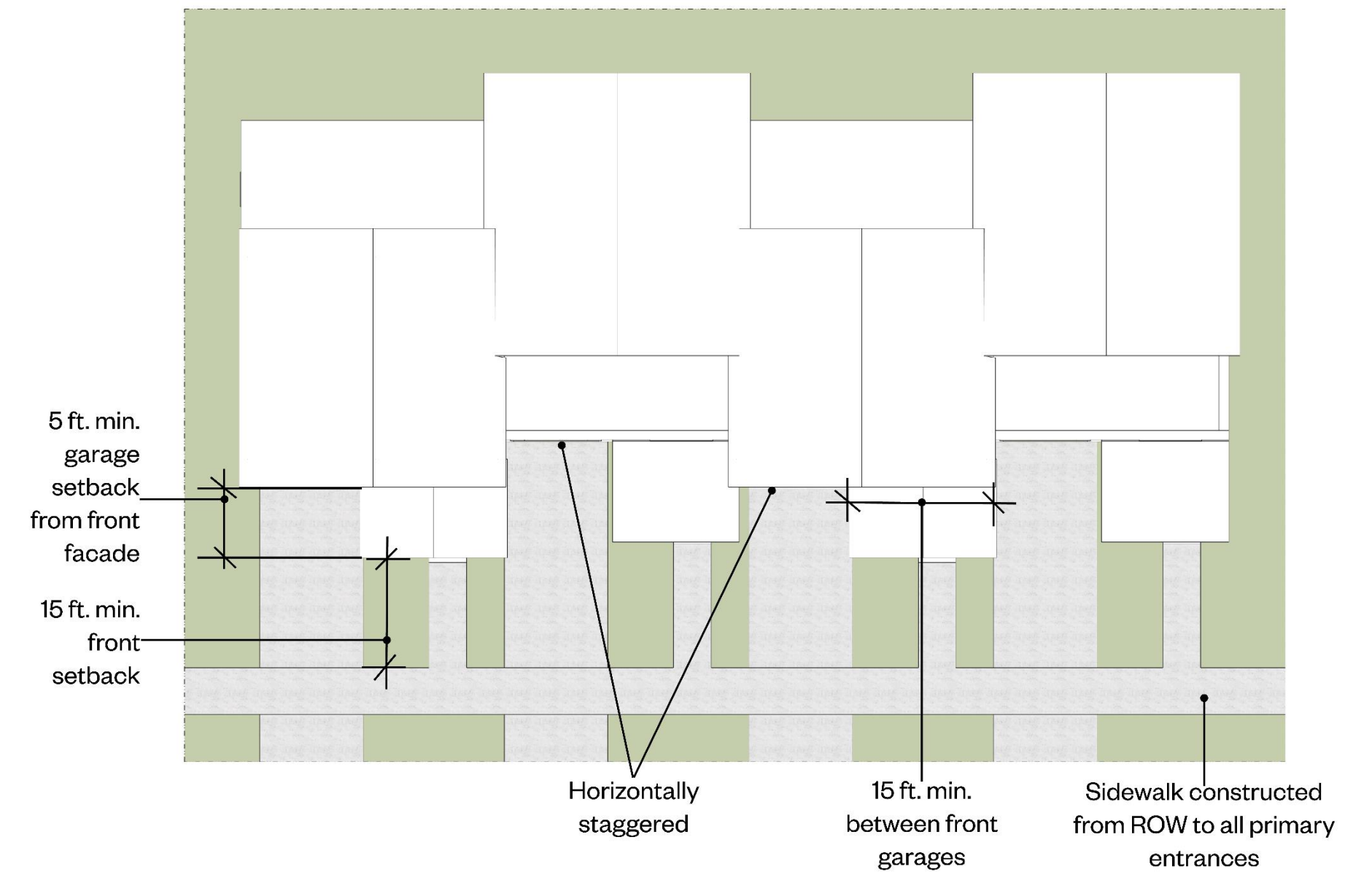
Garages:

- Placed to the rear of buildings, accessed by a service drive is preferred with 22' driveways
- Front or side garages shall separated by a min distance of 15'
- Any garages placed on the front facade, shall comply with the following:
 - Horizontally staggered back and forth;
 - Setback 5 feet from the front façade;
 - Setback at least 20 feet from the front property line; and
 - Decorative in appearance
- If 1-car garages are provided, driveways must meet a minimum of 25-feet in length and provide at least 1 additional covered parking space on the property

MULTI-FAMILY ALLEY ACCESS - SITE/SETTING



MULTI-FAMILY FRONT GARAGES - SITE/SETTING



Multi-Family

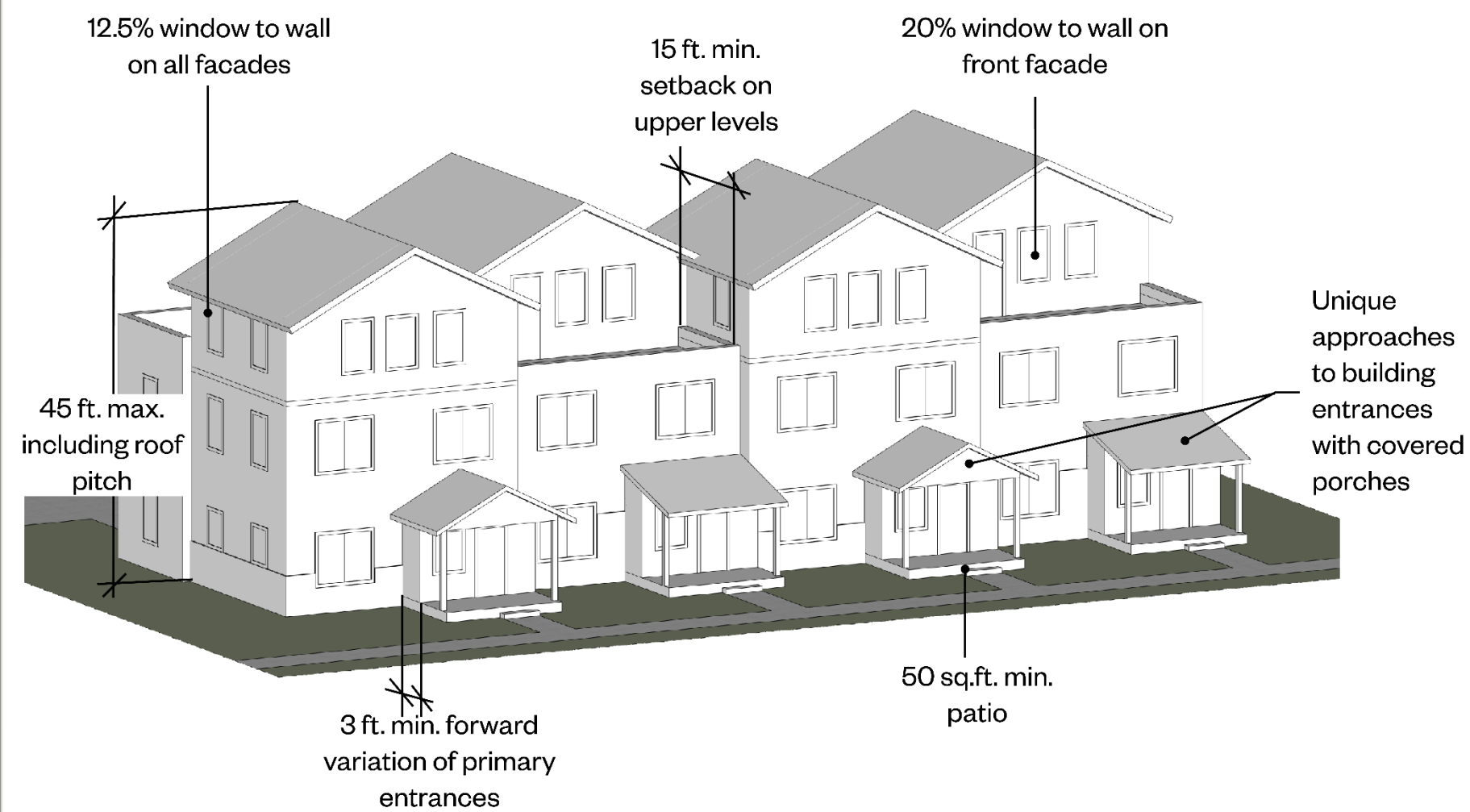
Proposed Standard: Architectural Variation



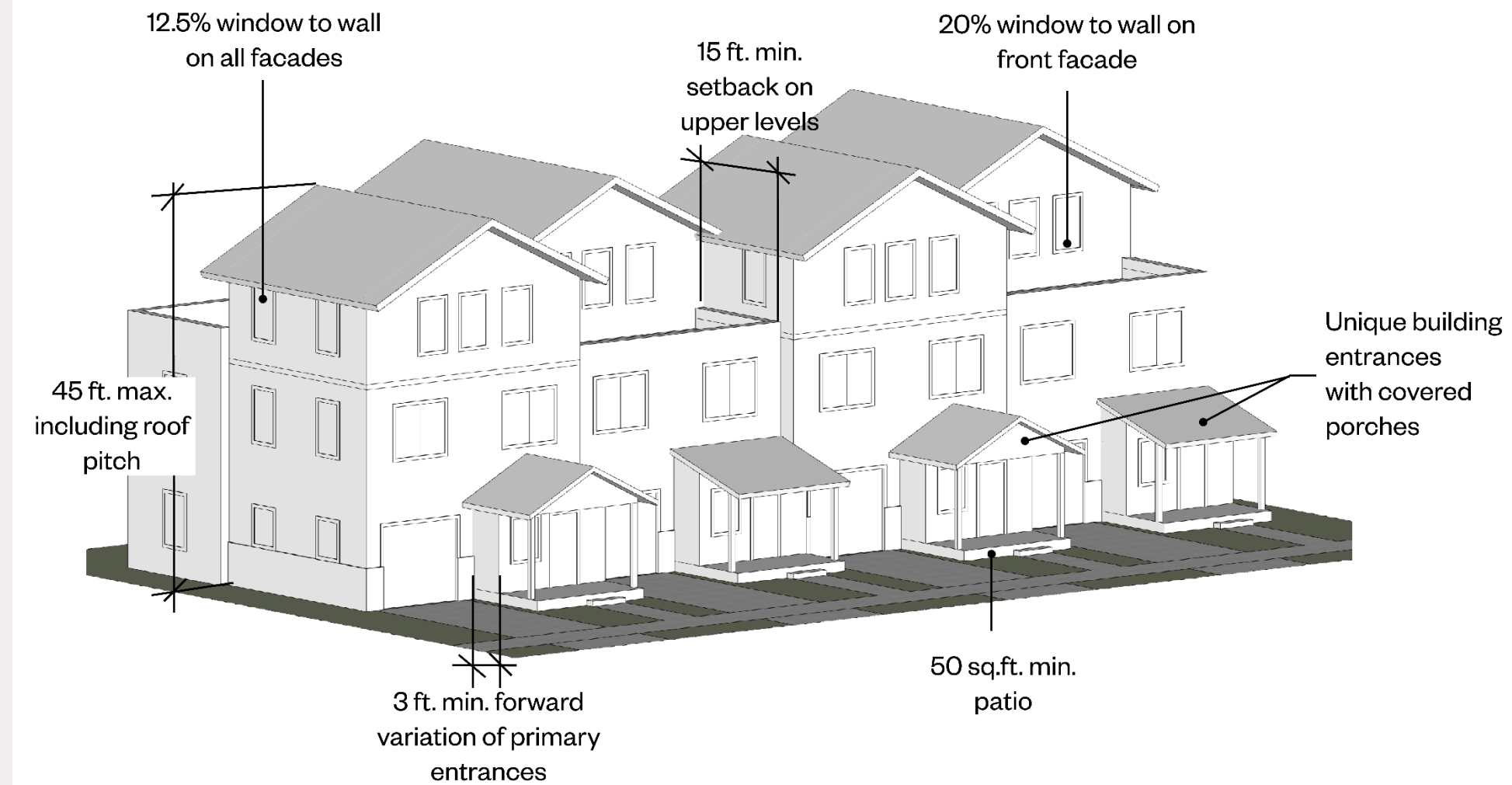
Window/Wall Ratio:

- The front façade should have a minimum of 20% window to wall ratio.
- Side and rear facades shall have a minimum 12.5% window to wall ratio.
- Side and rear windows shall have the same proportions as front façade windows.

MULTI-FAMILY ALLEY ACCESS - ARCHITECTURAL DETAIL



MULTI-FAMILY FRONT GARAGES - ARCHITECTURAL DETAIL



Multi-Family Proposed Standard: Materials



Building Materials:

- Primary building material: Human-scaled material such as brick, stone, or composite concrete siding that emulates traditional wood
- Secondary material: Required for 20% of street-facing facades
- Non-street facing: 35% human-scaled material.
- EIFS, stucco, or other more monolithic materials not permitted on street facing facades
- 20-year material warranty



Questions and Discussion



ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.72
COMMERCIAL AND MULTI-FAMILY DESIGN STANDARDS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.72 Commercial and Multi-Family Design Standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Sections 17.72 Commercial and Multi-Family Design Standards, 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 7th day of October, 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 7th day of October, 2025.

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

Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.72

COMMERCIAL AND MULTIFAMILY DESIGN STANDARDS

Sections:

- ~~17.72.010~~—010 What this chapter does.
- ~~17.72.020~~—020 Purpose.
- 17.72.030 Definitions.
- 17.72.040 Commercial Design Standards.
- ~~17.72.050~~—050 Commercial ~~site~~ Site Design Standards.
- ~~17.72.060~~—060 Commercial Architectural Standards.
- ~~17.72.070~~—070 Multi-~~F~~amily Design Standards.
- ~~17.72.080~~—080 Multi-~~F~~amily Site Design.
- ~~17.72.090~~—090 Multi-~~F~~amily Architectural Standards.
- ~~17.72.100~~—100 Appendix A: Commercial Downtown Diagrams.
- 17.72.110 Appendix B: Commercial Neighborhood Diagrams.
- 17.72.120 Appendix C: Commercial Community & Regional Diagrams.
- 17.72.130 Appendix D: Business Park Diagrams.
- ~~17.72.140~~—140 —Appendix E: Multi-~~F~~amily Diagrams.
- 17.72.150 Appendix F: Commercial Downtown Zoning Addition.

17.72.010 What this chapter does.

This chapter provides standards and guidelines for the site and building design of commercial and multifamily developments. ~~I~~Although these standards ~~are not required for also apply to~~ industrial parks, warehouses, ~~or~~ large corporate office, or campus developments ~~as noted, they are highly encouraged~~. [Ord. [O-11-2008](#) § 3 (Exh. B § 24.1)].

17.72.020 Purpose.

The purpose of this chapter is to provide standards and guidelines to enhance the visual quality of development, to help create developments that encourage pedestrian activity, to promote buildings of lasting architecture and aesthetic appeal, to increase functionality and safety of parking areas for pedestrians and vehicles, to minimize the visual expanse of pavement through good site design, and to ensure that a sense of place is created and maintained while the city experiences growth and development. This chapter shall be applied to all commercial and multifamily projects within the city and shall be reviewed during the site plan application process. [Ord. [O-11-2008](#) § 3 (Exh. B § 24.2)].

17.72.030 Definitions.

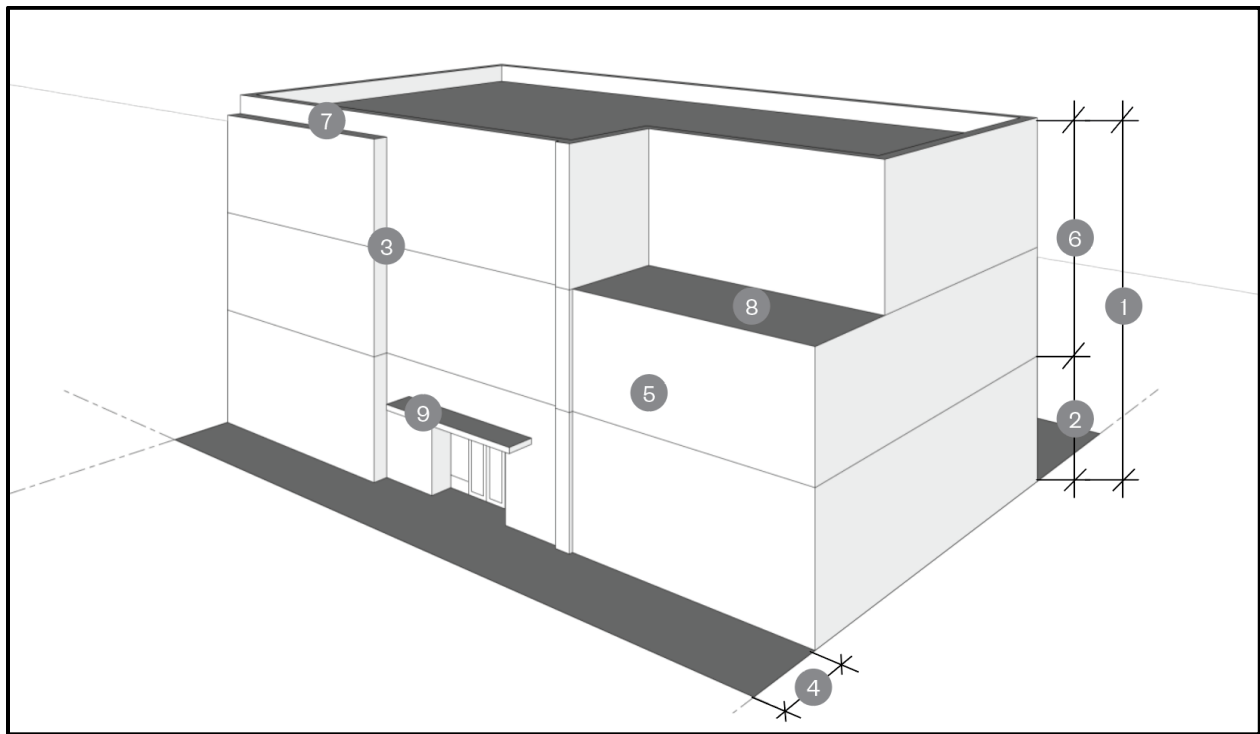
Commercial zones. Reference Chapter 17.35 COMMERCIAL ZONES. The commercial zones referenced in this document will be referred to by the following: Commercial Downtown (CD), Commercial Neighborhood (CN), Commercial Community (CC), and Commercial Regional (CR).

Pad site. A pad site is a smaller commercial building on the periphery of a Commercial Community or Commercial Regional zone. They are held to the same site and architectural standards as Commercial Neighborhood zones unless otherwise noted.

Business park zones. Reference Chapter 17.37 BUSINESS PARK ZONES. This zone will be referenced as Business Park (BP).

Multi-family zones. Reference Chapter 17.25 RESIDENTIAL ZONES. The residential zones referenced in this document will be referred to by the following: MF1 and MF2.

Architectural terms. The diagram below portrays terms that are referenced throughout this document.



1. Building Height: Measured from the average grade to the highest point of the roof

2. Ground Floor: The level of a building with the primary building entrance(s), typically at ground level. Measured from the floor surface of that level to the floor surface of the level above.
3. Horizontal Articulation: Projections from the building inward or outward.
4. Setback: Offset from a specific boundary such as the property line~~public ROW~~ or the building facade.
5. Structural Bay: The space between columns ~~and beams~~ in a building forming a structural module.
6. Upper Floors: Any floors above the ground floor level.
7. Vertical Articulation: ~~Projections from the building upward~~Vertical projections, up or down, from the roof level.
8. Upper Level Step-back: ~~A portion of the~~The offset or depth of a portion of the building that is set back from the adjacent facade building that is setback from the facade to create architectural interest. The roof area created by stepping back a section of the building façade creates space that is ideally used and often is used for outdoor amenity space.
- 1.9. Awnings, trellises, roof elements that project from the face of the facade~~façade to protect a window, door, or pedestrian-oriented space.~~

17.72.040 Commercial design standards.

These commercial design standards apply to commercial zones referenced in Chapter 17.35 with the addition of Commercial Downtown Area and Business Park Zones. If the property falls within a designated character area or overlay zone district, as noted in other areas of the Eagle Mountain Zoning Ordinance, additional design and architectural standards may apply.

17.72.05030 Commercial SSite design Standards.

The arrangement of different elements of a project on the site is vital to creating an environment that is focused on the street and the pedestrian, rather than the vehicle and parking areas. A site can be designed to be visually appealing from the street and still be functional and safe for vehicular circulation and pedestrian access. Minor variations to these standards may be considered by the P~~P~~lanning C~~C~~ommission and C~~C~~ity C~~C~~ouncil if a property contains one of the following constraints: wetlands, steep hillsides, major drainage washes, unusual property shape, existing easements, or a similar constraint/difficulty that can be directly tied to a design standard and adequately justified by the applicant.

A. Building Location. Buildings should be located at or near the minimum front setback line as identified in Title 17, with pedestrian access leading to the primary entrance and landscaping placed between the building and the street. ~~Parking should be located to the side or the rear of commercial buildings, not between the street and the building. If parking is situated between the building and the street, significant increases in landscaping, berming, and architectural features are required to break up and screen the expanse of pavement.~~

1. Commercial Building Orientation. The primary entrance to a commercial building ~~should~~ shall be oriented toward the street and the sidewalk in the 1.

2. Commercial Downtown and Commercial Neighborhood zone districts.
~~Commercial Downtown and Commercial Neighborhood zone districts.~~

Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited.

3. In the Commercial Community and Commercial Regional zone districts. -zone districts, the entryway may be located to face the parking area, however both the entry façade and the façade facing the primary street shall be design in alignment with the primary façade architectural standards.



Required: CN, CC, or Pad Site eExample of a building located near the front setback, addressing the street with the main entryway visible from the primary street.

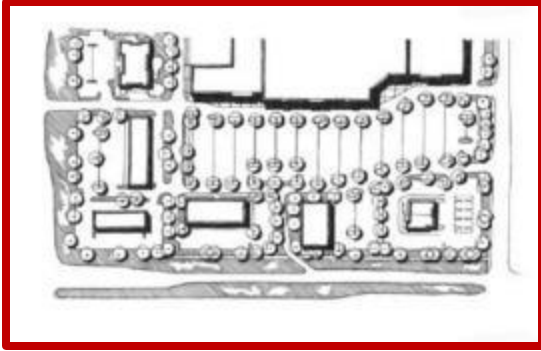
B. ~~Commercial~~ Parking ~~Location.~~ - Locate surface parking to the side or the rear of buildings so that it is screened from view from the primary street. Parking ~~should not be located~~ is limited between any commercial building and the street as noted in Table 1 below. This is especially important on corners. Large buildings (those with a

footprint of great than 30,000+ square-foot) buildings (excluding Business Parks)
shall follow the same standard, and/or be designed with pad site buildings along
the street edge to screen the expanse of pavement. Pad sites shall meet the same
site standards as CN zones unless otherwise noted.

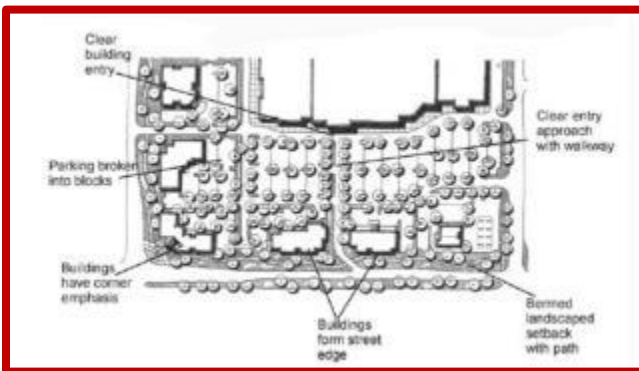
~~1. Downtown Commercial Areas. Parking shall be located as indicated in the Downtown Master Plan.~~

Table 1. Commercial Parking

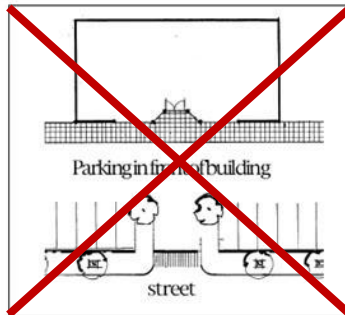
	<u>Commercial Downtown Area</u>	<u>Commercial Neighborhood</u>	<u>Commercial Community</u>	<u>Commercial Regional</u>	<u>Business Park</u>
<u>Parking between building and the primary street</u>	<u>Not permitted</u>		<u>Only permitted if building exceeds 30,000 sf footprint and pad sites are used</u>		<u>Permitted</u>
<u>% Screened from the Primary Street by building(s)</u>	<u>As indicated</u>	<u>66%</u>	<u>50% - pad sites may be used to help screen parking</u>		<u>NA</u>
<u>Landscape buffer between lot/parcel line and primary streetfront façade or parking</u>	<u>10' ft and align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING</u>		<u>20' ft and align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING</u>		
<u>Structured parking façade treatment</u>	<u>Shall be wrapped by a façade that meets all of the same architectural standards as the buildings.</u>		<u>NA</u>		
<u>Structured parking fronting primary street</u>	<u>Shall have an active use on the ground floor.</u>	<u>Shall have an active use on the ground floor.</u>	<u>NA</u>		



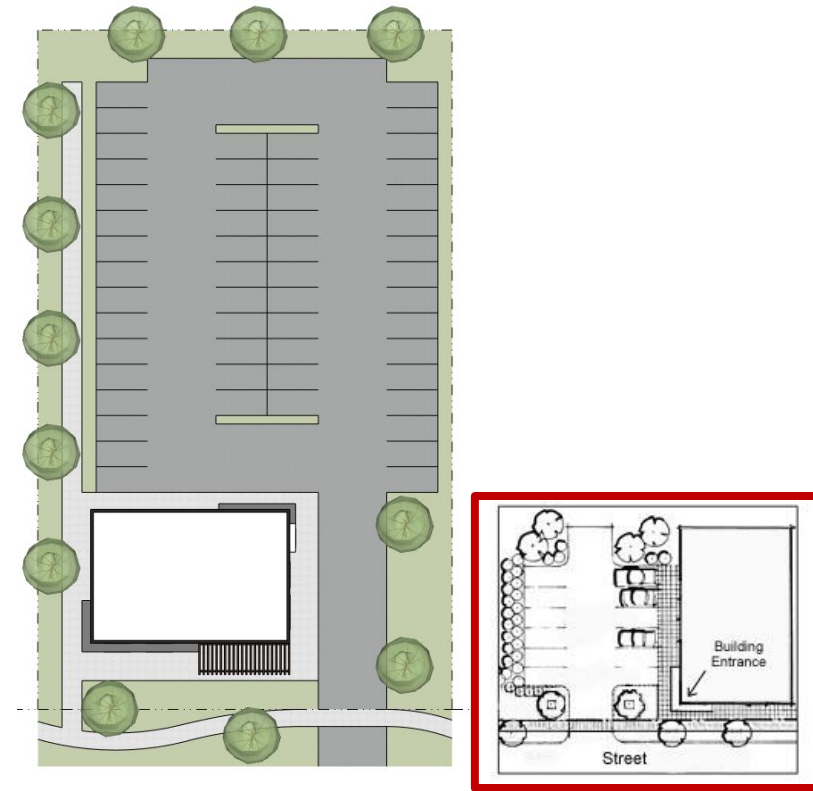
Inappropriate – Parking and pavement between pad site buildings and street; buildings do very little to screen parking



Appropriate – Pad site buildings are placed at street edge and shield a majority of the parking area



Not Permitted – Parking between building and street



Required Appropriate – Parking to the side of ~~the building~~ and behind the front facade of building

C. Vehicular Circulation. All commercial developments shall provide a clearly defined and efficient vehicular circulation system that promotes safe and logical traffic flow throughout the site. Vehicular entrances shall comply with Title 16 SUBDIVISIONS, Table 16.35.130 (b). Any drive throughs shall be located as noted in ~~Table 32~~ and may require screening from street view.

Table 2. Drive Through Standards

	<u>Commercial Downtown Area</u>	<u>Commercial Neighborhood</u>	<u>Commercial Community</u>	<u>Commercial Regional</u>	<u>Business Park</u>
<u>Drive Through Screening</u>	<u>NA</u>	<u>100% - Any drive throughs shall be screened from view from the primary street by the building (or located behind the building). from the primary street.</u>	<u>0% - Drive-throughs at pad sites shall be located to the rear or side of the building. They shall not be located between the primary street and the building.</u>		<u>NA</u>
<u>Drive Through Service Lane Standard</u>	<u>NA</u>	<u>Min. width: 10 ft Max. width: 12' ft Max. 1 permitted</u>	<u>Min. width: 10 'ft Max. width: 12 'ft Max. 2 permitted</u>		<u>NA</u>
<u>Drive Through Escape Lane</u>	<u>NA</u>	<u>1 lane, 4min. 10 ft' wide required in addition to service lane</u>			<u>NA</u>

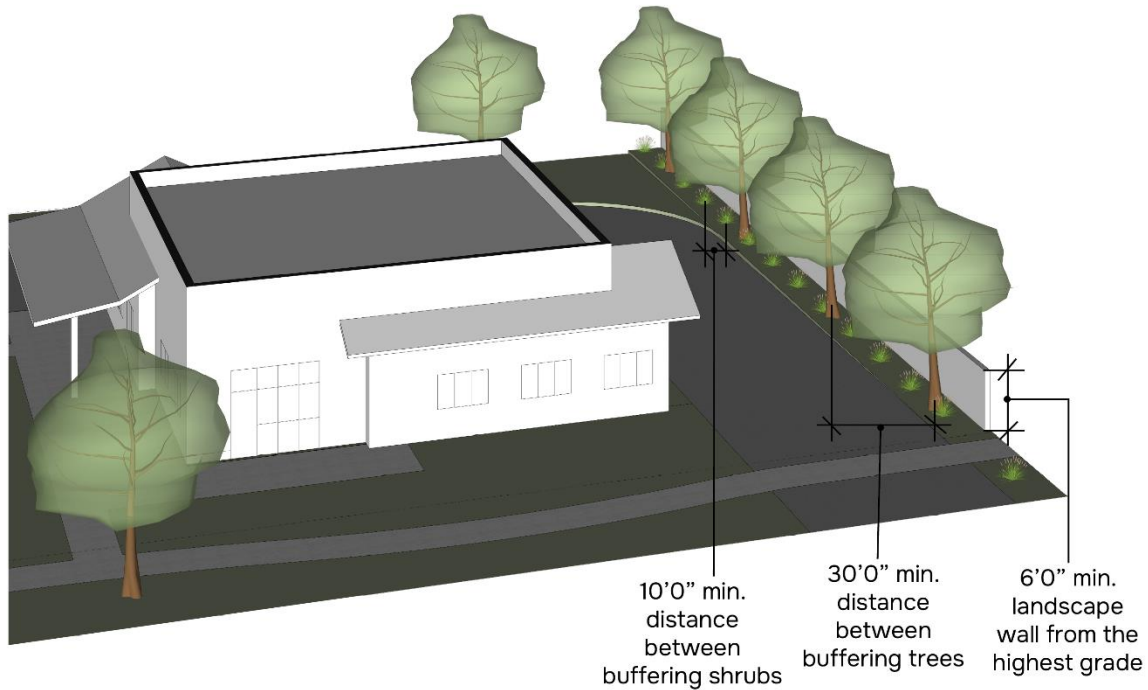


~~Permitted:~~ Drive through located on the side of the building on Pad Sites in the CC or CR zone districts.

D. Sidewalks. A public sidewalk from the public right-of-way to the primary entry (or entries) is required for all developments. Pedestrian access must also comply with 17.55.090 PEDESTRIAN WALKWAYS AND ACCESSES.

E. Landscaping. Open space and native landscape are a key defining feature of Eagle Mountain. The entirety of the required setback area must be landscaped in accordance with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING. Landscape shall align with waterwise planting requirements and turf grass is limited to areas where it will be actively used for recreation such as sports, playgrounds, and community event space within the development. Landscaping shall also comply with 17.55.080 LANDSCAPING IN PARKING AND DRIVE LANE AREAS and follow the Water Conservation and Management Plan proposed conservation measures and irrigation standards.

In alignment with section 17.100.050 Site plan development standards, there are screening requirements between any commercial properties abutting residential zones. These buffers shall conform to setback regulations and include trees every 30 feet, minimum and shrubs every 10 feet, minimum. The buffer area must also include a 6-foot tall solid wall wall (as measured from the highest-grade point elevation of the site up 6 feet) on site and to block any commercial lighting light from vehicles queuing in the drive through -from entering shining into the residential area. REFERENCE CODE SECTION HERE



Commercial Properties adjacent to Residential Properties are required to implement a landscape wall that is 6-feet from the highest grade on site.

F. Signage. Signage for a commercial development shall be rooted in the ground as a monument sign. Large aerial or pole signage is not permitted. The monument signage shall be located at each primary entryway and shall incorporate natural materials such as stone and/or wood. Individual business signage shall be wall or awning-mounted, and is permitted on a maximum of three sides of a building. Animated and digital building-based signage is not permitted. All signage shall comply with Chapter 17.80 SIGN REGULATIONS AND SIGN PERMITS (Chapter 6 of the Eagle Mountain Branding Playbook presents the City Signage, and should be used as a design reference for future developments.)

G. Activity Zone. The character of Eagle Mountain is exemplified by high-quality open spaces connected through vehicular and multi-use pathways. To maintain and enhance connections between the public right-of-way and areas of business, an activity zone is encouraged and may be required in front of the primary building. This zone shall include hardscape to support pedestrian activities such as outdoor dining, seating, sales area, covered entryways, etc.

Landscape elements such as hanging plants and small planters are encouraged in activity and circulation zones and shall be designed to ensure they enhance and do not interfere with pedestrian activities.

Table 3. Activity Zone Standards

	<u>Commercial Downtown Area</u>	<u>Commercial Neighborhood</u>	<u>Commercial Community</u>	<u>Commercial Regional</u>	<u>Business Park</u>
<u>Activity zone</u>	<u>Required</u>		<u>Encouraged</u>		
<u>Minimum depth</u>	<u>10 -ft</u>		<u>15 -ft</u>		
<u>Minimum frontage</u>	<u>100% of building frontage</u>	<u>50% of building frontage</u>	<u>Min. 30 -ft of the façade length at the primary entryway</u>		



~~Required: Activity zones are required in front of primary entrances in CD, CN, and pad sites~~



Plaza and open space within retail developments enhances the pedestrian and shopping experience

~~C. Multifamily Parking/Garages. Garages and parking areas should be placed to the rear of buildings, accessed by a service drive. If garages are placed on the front facade, they shall be staggered and set back so as to minimize their appearance from the street. Garages shall never dominate the street facing facade of a building.~~

~~1. Fire Access.~~

~~a. Access Off of a Minimum 26 Foot Wide Over Sized Alley or Service Drive (Functions in Such Case as a "Fire Access Road"). The 26 foot wide drive fire access, when used, shall be restricted to having parking along only one side (those sides which adjoin fire hydrants) and shall have "No Parking" signs posted along those same sides. In cases where a roadway~~

~~is at least 35 feet wide, parking may be allowed along both sides of a fire access road and no parking restriction will be required.~~



=



~~Appropriate — Multifamily facades not dominated by garages~~



~~Garages accessed by private service drive~~

~~D. Open/Plaza Space. It is important to treat the unbuilt portion of a site as a designed, functioning space. The different elements of a site shall be arranged in a way that maximizes useable open/plaza space. This is especially important in multifamily projects. Buildings should be clustered and open space should be combined in larger, more useable areas. Creativity with open space design is also encouraged.~~



~~Buildings are clustered to maximize useable open space~~



~~Plaza and open space within retail developments enhances the pedestrian and shopping experience~~

[Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-11-2008](#) § 3 (Exh. B § 24.3)].

17.72.040-060 Commercial Architectural Standards.

The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to commercial ~~and multifamily~~ developments. ~~Minor~~ variations to these standards may be considered by the Land Use Authority planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

~~For the purpose of this section, a duplex or twin home shall not be considered a multifamily dwelling. The architectural design standards contained in this section shall not apply to duplex or twin home dwellings unless contained in a development agreement.~~

A. Architectural Style/Theme. Commercial buildings should be similar in style as significant adjacent buildings. All facades of commercial ~~and multifamily~~ structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.

B. Primary Entrance. Building entries must be clearly identifiable through their design from the primary street frontage and/or the primary vehicular and pedestrian access points. All primary entries shall be sheltered either through a setback from the primary façade or through the inclusion of a sheltering feature such as an awning, arcade, or roof element that creates a protective entry. The sheltering elements shall extend a minimum of five feet.

~~B. Main Entrance. The main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall also be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.~~



Required: Clearly identifiable covered entry



~~Multifamily unit entry defined with covered porch~~



~~Inappropriate~~Not Permitted: Entryway not clearly defined; no sheltering element

C. Building Height. The maximum allowable building height shall align with Chapter 17.35.040 COMMERCIAL DEVELOPMENT STANDARDS. An additional story may be permitted if the standards for upper level step-backs are met for Commercial Downtown, Commercial Community, and Commercial Regional zones.

1. Commercial Downtown and Commercial Neighborhood. The ground floor shall be a minimum of 15 -ft in height to preserve the prominence of pedestrian level experience.

D. Upper Level Step-backs. When used, step-backs shall be designed to maximize sight lines, create patio/balcony space, and provide visual interest and articulation. All areas that are stepped back shall be accessible to building users and include appropriate amenities and furnishings. The step-back from the main facade shall be equal to or greater than the floor height of the level being stepped back.

1. Commercial Downtown. ~~TA~~ third stories may ~~only~~ be permitted ~~upon~~following design review and approval by the Land Use Authority. To be considered for approval, a minimum of 30% of the length of the front elevation of the third floor shall be stepped back from the main façade. The step backs shall be prioritized at the corner(s) to reduce the perceived mass of the building.

2. Commercial Community and Commercial Regional. A fourth story is only permitted for ~~the uses~~certain buildings such as ~~including~~ higher education, healthcare, and hotels~~s~~. If ~~the building has one of these uses~~a fourth story is permitted, a minimum of 20% of the length of the front elevation of the fourth floor shall be stepped back from the main façade. These step-backs are

encouraged at the corners of the building to reduce the perceived scale of the building.

E. Level Differentiation. For Commercial Downtown (CD), Commercial Neighborhood (CN), and Commercial Community (CC) zones, buildings shall be designed with a clear delineation between the ground floor and upper floors. This may be articulated through material variation detailing such as cornices, lintels, and horizontal or architectural detailing above the ground floor. Additional detailing and articulation at the cap or roof are required. This may be achieved through detail elements such as eaves, cornices, and frieze or bracket elements.

F. Façade Articulation. Vertical and horizontal articulation and relief reduces the perceived scale of buildings. All exterior walls facing a street, activity zone, or public space shall be articulated to reflect a human scale. This variation shall include the following strategies:

- Modulate the facade by stepping portions of the building in or out the distance required by Table 4 to create shadow lines and visually delineate areas of the building. Or, or visually highlight the building column structure of the building by using different materials or detailing to articulate express engaged columns at the building exterior with a change in plane at the column bays.
- Divide the storefront into distinct areas to provide visual interest. Storefront or window bays should not exceed the length specified without a break or change in material to reflect a human scale.

Table 4. Articulation Standards

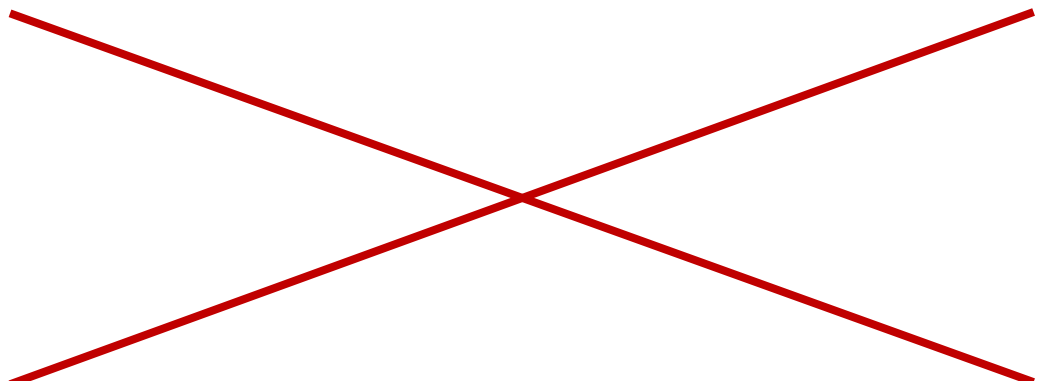
	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Maximum wall section without architectural variation on ground floor	35' ft		50' ft		
Maximum wall section without architectural variation on upper floors	70' ft		70' ft		NA
Minimum façade step in or out	1' ft		2' ft		
Minimum change in plane at the column bays	4" in		6" in		NA
Maximum continuous storefront or window bays	25' ft		40' ft		30' ft



Appropriate Articulation



Inappropriate Articulation





Not Permitted: Flat facades with only color changes

G. Window/Wall Ratio. A minimum window-to-wall ratio is required on the ground level at exterior walls facing a street, activity zone, or public space and a minimum or maximum window to wall ratio is identified for the upper levels. A minimum of 7.5% of the overall wall area shall be windows are required on all street facing facades s.at a minimum of 7.5%.

1. Commercial Downtown (CD) and Commercial Neighborhood (CN). Windows must meet a 50% minimum of the ground level façadeA minimum window-to-wall ratio of 50% is required at the ground floor facing a primary street and 35% at the ground floor facing a secondary street. The window-to-wall ratio shall not exceed 35% at upper levelsUpper levels or non-primary facades may have up to 35% windows. Architectural detailing through a change of material or pattern is required at the head and sill of each window.

2. Commercial Community (CC), Commercial Regional (CR), and Business Park (BP). A minimum window-to-wall ratio of 25% is requiredWindows must meet a 25% minimum of at the ground levelall street facing facades-façade.
Architectural detailing is encouraged at the head and sill of each window.

HG. Roof DesignExpression. The primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either sloping roofs with overhanging eaves, or a decorative parapet and multiple roof planes and heights. Decorative cornices and roof projections such as cupolas or towers are also encouraged. Multifamily buildings shall contain overhanging eaves and multiple roof planes when pitched roofs are used, and varying parapet heights when flat roofs are used.

Flat roofs shall be screened with parapets on all sides of the building. The parapet height shall be sized to visually obscure any rooftop equipment from the pedestrian view from public and private streets. Where this is not viable, a screen or wallwall or screen system shall be used to block rooftop equipment from view.

Pitched roofs shall be varied to ensure no singular roof element dominates the building. Pitched roofs shall be a minimum slope of 6:12, and shall not exceed more than 20% of the length of the facade.

Lower roof elements, trellises, awnings, and other architectural shade elements are required to create visual interest and provide a human scale. These shall be located over the main entry and over any occupied rooftop space.

1. Commercial Downtown (CD). Flat roofs are preferred. Pitched roof elements shall be used for architectural interest and variation. No pitched roof shall extend more than 250% the length of the primary street-facing façade. —Parapets shall be varied and feature cornice treatments and/or an architecturally detailed cap elements to clearly delineate the top of the building.

2. Commercial Neighborhood (CN) and Commercial Community (CC). A cap element is required to clearly delineate the top of the building.

3. Commercial Regional (CR) and Business Park (BP). The roof must be vertically varied in height with a minimum 2' ft elevation change, in conjunction aligned with horizontal articulation to add architectural interest to the building.



~~Required:~~ Where pitched roofs are desired, they shall meet a minimum slope of 6:12





Decorative parapets and multiple roof planes/projections are required for visual interest

~~D. Building Articulation. Vertical and horizontal articulation and relief reduces the perceived scale of buildings. Buildings shall include facade modulation (stepping portions of the facade), horizontal and vertical divisions (textures or materials); window patterns, offsets, recesses, projections, varied front setbacks or staggered and jogged unit planes within the same structure, and other techniques to help identify individual residential units in a multifamily structure, and to avoid large,~~

~~featureless and/or panelized surfaces on commercial buildings. Large uninterrupted~~



~~expanses of a building wall are prohibited.~~



~~Appropriate Articulation~~

~~Inappropriate Articulation~~





~~Inappropriate~~ Not permitted due to lack of building articulation

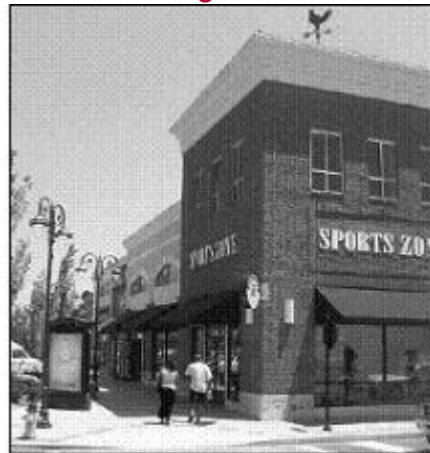
~~E. Architectural Detailing. Pedestrian-scaled architectural features/details shall be incorporated into commercial and multifamily buildings to orient the building to pedestrian activity and to increase the overall visual appeal of the structure.~~

~~1. Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative~~

trim and moldings, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers, and trellis structures. All sides of a building shall include the chosen details.



Area between building entrances is treated with awning and windows to create a



pedestrian-friendly environment

Appropriate use of awnings, building materials, and windows addressing the street and sidewalk



~~Trellis structure, decorative parapet, building articulation, awnings~~



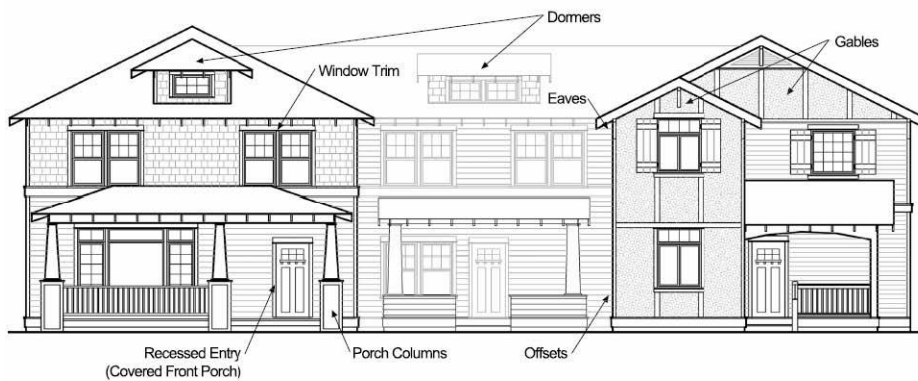
~~Tower feature, overhanging eaves, decorative windows, mix of building materials, trellis structures, etc.~~

~~2. Multifamily townhome buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable.~~

~~3. Multifamily stacked buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed~~

~~timbers, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable. In addition to the above standards, the following shall apply:~~

- ~~a. Each unit above grade shall include a minimum of a 50 square foot balcony;~~
- ~~b. At grade or below grade units shall include a minimum of a 75 square foot patio; and~~
- ~~c. If rooftop amenities are provided, such amenities shall not be used in the calculation of overall required development amenities.~~



~~Porches, window grids, material mix, building articulation~~



~~Porch, balcony, columns, building articulation, window grids, decorative garage doors, decorative roof treatments, multiple roof planes, variation in building color and materials~~

I.F. Building Materials. Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures. The building facades shall be clad in high-quality, natural materials such as brick masonry, natural stone, wood, composite concrete siding that emulates traditional wood siding, and/or high-quality metal.

- Masonry and stone should reflect natural tones.
- Wood and wood-look materials should be natural in color.
- Painted, powder-coated and high-quality composite metals may be used, colors should be neutral grays and browns.

A material board with actual materials and colors shall be presented to the Land Use Authority for approval.

1. Commercial Neighborhood and Commercial Community. Wood and high-quality wood-look materials are encouraged to reflect the natural environment of Eagle Mountain.

Table 5. Building Material

	<u>Commercial Downtown Area</u>	<u>Commercial Neighborhood</u>	<u>Commercial Community</u>	<u>Commercial Regional</u>	<u>Business Park</u>
--	-------------------------------------	------------------------------------	---------------------------------	--------------------------------	--------------------------

<u>Percent of primary high-quality material on material on all facades visible from the public ROW visible from the primary street</u>	<u>80% shall be brick or stone masonry.</u>	<u>60% shall be high-quality natural material(s).</u>	<u>350% shall be high-quality natural material(s).</u>	<u>20% shall be high-quality natural material(s).</u>
<u>Secondary material</u>	<u>One or more required.</u>	<u>One or more required and distinct in addition to glass</u>		
<u>Other facades treatments</u>	<u>80% of all visible facades (not directly adjacent to other existing or planned buildings) facades shall be brick or stone masonry.</u>	<u>640% of all visible facades (not directly adjacent to other planned buildings) facades shall be high quality natural material(s).</u>	<u>30% of all visible (not directly adjacent to other planned buildings) facades shall be high quality natural material(s).</u>	<u>150% of all other facades shall be high quality natural material(s). should also include one or more of these materials for visual interest and quality.</u>
<u>Not Permitted Building Materials</u>	<u>Corrugated metal</u> <u>EIFS</u> <u>Flat panel façade materials</u>	<u>Corrugated metal</u>		<u>10% of all other facades should also include one or more of</u>

					<u>these</u> <u>materials</u> <u>for visual</u> <u>interest</u> <u>and</u> <u>quality.</u>
--	--	--	--	--	---

Sawgrass



Tumbleweed



Bronzestone



Mocha



Ironstone



Recommended Brick Colors





Recommended: Masonry, stone, and metal materials are natural in appearance and complement each other

J. Accent Colors. Accent Colors may be used to support a business, brand, or highlight key architectural features or elements.

- No more than 7.5% of any façade ~~and should~~ may be finished using an accent color. Accent colors and materials shall compliment the material palette above as well as the Eagle Mountain City Brand Standards, and shall be approved by the Land Use Authority.
- Artwork, signage and awnings as approved by the Land Use Authority are exempt from this standard.

1. Commercial Downtown. Accent colors may only be used to support a business brand through signage and awnings. Accent colors must be presented to and approved by the Land Use Authority.



Permitted: Accent colors used to support brand while complimenting building materials



~~Inappropriate~~ **Not Permitted**: bright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community

K4. Lighting. All lighting shall be **dark sky approved and** designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. The light ~~bulb or light source~~ (**lamp**) of building lighting shall not be visible from beyond the property. Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on aesthetics, glare, and adequate light for safety. A lighting plan and lighting **fixture** design details are required with a site plan application.



Lighting is aesthetic aligns with the Eagle Mountain aesthetic in appearance and directs light downward (dark-sky compliant)

L. Mechanical Equipment. All mechanical equipment shall be located behind the building(s), buffered from views screened so as not to be visible from from any public or private street(s). If equipment must be located in an area visible by the public ROW, the equipment shall be screened. Screens shall be aesthetically incorporated into designed to reflect the design of the building -and shall conform employ to the color and materials of the primary building. Screening includes walls, landscaping, parapet walls, or a combination thereof. All electrical service equipment should be painted to match the wall color or screened to blend with the surrounding terrain environment.

M. Storage, Loading Areas, and Trash Enclosures. Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening. The consolidation of trash areas between businesses is encouraged. INSERT Code Reference for Screen Wall Height Here Refer to Chapter

17.100 SITE PLAN REVIEW section 17.100.060 Architectural requirements for more details.



Screening wall – same materials as building

[Ord. O-50-2023 § 2 (Exh. A); Ord. O-11-2023 § 2 (Exh. A); Ord. O-09-2017 § 2 (Exh. A); Ord. O-25-2008 § 2 (Exh. A §§ 24.4.9 – 24.4.12); Ord. O-11-2008 § 3 (Exh. B § 24.4)].

~~1. Multifamily structures shall utilize at least two exterior materials, including stucco, vinyl or fiber/cement siding, decorative rock/stone, brick, or other material deemed appropriate by the planning director. Each material shall be used on a minimum of 30 percent of the building, and used on all sides of the building. Other materials may be included as accents. Aluminum siding is prohibited.~~

~~2. All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU (concrete masonry unit). Stucco may not be used on more than 50 percent of a building. Metal, plain CMU, or other~~

materials deemed appropriate by the planning commission and city council may be



used as accents only.

Varied materials: brick, stone, decorative CMU, and even tile and metal—



identifiable franchise elements



~~Architectural detailing and mixture of materials on all sides – especially all street-facing sides~~

~~G. Building Color. Buildings should not be restricted to using desert landscape colors, such as beige, tan, grays, browns, etc. A wide palette of colors is recommended, excluding any neon, ultra-bright, or reflective colors. A building's color palette should be similar to that of significant neighboring structures. Franchise colors and elements may be incorporated, but shall not overpower the architectural form/theme of the building and/or development.~~



~~Inappropriate: bright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community~~

~~H. Multifamily Garage Doors. Garage doors shall not be the most prominent or visible feature on a building. They shall be accessed from the side or rear, or set back from the front facade. If garages are visible from the street, white doors are discouraged. Decorative doors are encouraged.~~



~~I. Lighting. All lighting shall be designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. The light bulb or light source of building lighting shall not be visible from beyond the property. Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on aesthetics, glare, and adequate light for safety. A lighting plan and lighting design details are required with a site plan application.~~



~~J. Mailbox Structures. Cluster mailboxes are generally required by the U.S. Postal Service for multifamily developments. These mailboxes, however, should not detract from the project, as they generally do when designed as a metal structure. Cluster mailboxes should emulate the buildings in materials and color.~~



Inappropriate

Appropriate

K. Mechanical Equipment. ~~All mechanical equipment shall be screened so as not to be visible from any public or private streets. Screens shall be aesthetically incorporated into the design of the building and shall conform to the color and materials of the primary building. Screening includes walls, landscaping, parapet walls, or a combination. All electrical service equipment should be painted to match the wall color or screened to blend with the surrounding terrain.~~



~~Screening for mechanical equipment matches building in material and color~~



L. Storage, Loading Areas, and Trash Enclosures. ~~Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are~~

~~prohibited as screening. The consolidation of trash areas between businesses is encouraged~~



~~Screening wall – same materials as building~~

~~[Ord. O-50-2023 § 2 (Exh. A); Ord. O-11-2023 § 2 (Exh. A); Ord. O-09-2017 § 2 (Exh. A);
Ord. O-25-2008 § 2 (Exh. A §§ 24.4.9 – 24.4.12); Ord. O-11-2008 § 3 (Exh. B § 24.4)].~~

2. Multifamily Building Orientation. ~~Multifamily developments often have buildings facing onto internal courtyards and open space. The buildings adjacent to streets, however, shall front those streets and provide a primary entrance toward the street. If the side of a building faces a street, an entrance should be provided on that facade. Blank walls and/or rear facades should not be placed adjacent to streets. Orienting the primary entrances to a courtyard or open space without addressing the street-facing facade with entrances, windows, awnings, increased architectural elements, increased landscaping, and/or other~~



~~pedestrian-oriented features is prohibited.~~



C. Multifamily Parking/Garages. Garages and parking areas should be placed to the rear of buildings, accessed by a service drive. If garages are placed on the front facade, they shall be staggered and set back so as to minimize their appearance from the street. Garages shall never dominate the street facing facade of a building.

1. Fire Access.

a. Access Off of a Minimum 26-Foot Wide Over-Sized Alley or Service Drive (Functions in Such Case as a “Fire Access Road”). The 26-foot-wide drive fire access, when used, shall be restricted to having parking along only one side (those sides which adjoin fire hydrants) and shall have “No Parking” signs posted along those same sides. In cases where a roadway is at least 35 feet wide, parking may be allowed along both sides of a fire access road and no parking restriction will be required.





Appropriate — Multifamily facades not dominated by garages



Garages accessed by private service drive

D. Open/Plaza Space. It is important to treat the unbuilt portion of a site as a designed, functioning space. The different elements of a site shall be arranged in a way that maximizes useable open/plaza space. This is especially important in multifamily projects. Buildings should be clustered and open space should be combined in larger, more useable areas. Creativity with open space design is also encouraged.



Buildings are clustered to maximize useable open space

17.72.070 Multi-Family Design Standards.

These standards apply to buildings within the multi-family residential zones including MF1 and MF2. In addition to these standards, reference chapter 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS for building and layout restrictions. If the property falls within a designated character area, additional design and architectural standards may apply.

For the purpose of this section, a duplex or twin home shall not be considered a multifamily dwelling. The design standards contained in this section shall not apply to duplex or twin home dwellings unless contained in a development agreement.

The developer is responsible for construction of the public right-of-way elements associated with the project in accordance with Chapter 16 of the Eagle Mountain Municipal Code.

Refer to the diagrams in Appendix E for application of the following standards into each zone.

17.72.090 Multi-Family Site Design.

A. ~~Building Location.~~ Building Location and Orientation. Buildings should be located at or near the minimum front setback line, with pedestrian access leading to the primary entrance and landscaping placed between the building(s) and the street. Multifamily developments often have buildings facing onto internal courtyards and open space. The buildings adjacent to streets, however, shall front those streets and provide a primary entrance toward the street.

Blank walls and/or rear facades ~~should~~all not be placed adjacent to or facing public streets. Orienting the primary entrances to a courtyard or open space without addressing the street-facing facade with entrances, windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited.

B. Parking. Surface and guest parking areas shall be located to the rear or side of buildings wherever feasible. Where parking may be visible from the primary street, it shall be screened by landscaping or other site elements.

C. Garages shall be placed to the rear of buildings, accessed by a service drive where feasible. If garages must be located on the side or front of the building(s), they shall be a minimum distance of 15' ~~ft~~ from each other. Any garages placed on

the front facade, shall comply with the following standards so as to minimize their appearance from the street:

- Horizontally staggered back and forth;
- Setback 5 feet from the front ~~entry facade~~ facade;
- ~~—Setback at least 202 feet from the front property line; and~~
- ~~—Decorative in appearance.~~
- _____

1. Drive access. Driveways shall not exceed grades of 12 percent. Private services drive to residential parking areas are encouraged, in alignment with Title 16 SUBDIVISIONS, Table 16.35.30 (b). ~~If a development includes 1-car garages, the d~~Driveways must ~~meet a~~ be a minimum of 252 -feet in length (beyond the sidewalk or adjacent alleyway to allow a car to park in the driveway without blocking the vehicular or pedestrian path). If a development includes a 1-car garage at each unit, they shall also ~~and~~ provide at least ~~1one~~ additional covered parking space on the property for each unit.





Appropriate – Multifamily facades not dominated by garages



Garages accessed by private service drive

D. Vehicular circulation. Private services drives to residential parking areas are encouraged, in alignment with Title 16 SUBDIVISIONS, Table 16.35.30 (b).

FDE. Open Space. Residential developments require improved open space in compliance with 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS. It is important to treat the unbuilt portion of a site as a designed, functioning space. The different buildings on site shall be arranged in a way that maximizes useable open/plaza space. Buildings should be clustered and open space should be combined in larger, more useable areas. Creativity with open space design is also encouraged.



Buildings are clustered to maximize useable open space

F. Landscaping: Open space and native landscape are a key defining feature of Eagle Mountain. The entirety of setback area must be landscaped in accordance with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING. Landscape shall align with waterwise planting requirements and turf grass is limited to areas where it will be actively used for recreation such as sports, playgrounds, and community event space within the development. Landscaping in surface parking areas shall also comply with 17.55.080 LANDSCAPING in parking and drive lane areas. Traditional, landscaped front yards are required within the front setback. Landscaping shall align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING.

G. Signage. Signage for a multi-family development shall be rooted in the ground as a monument sign. Large aerial or pole signage is not permitted. The monument signage shall be located at each primary entryway and shall incorporate natural materials such as stone and/or wood. All signage shall comply with Chapter 17.80 SIGN REGULATIONS AND SIGN PERMITS (Chapter 6 of the Eagle Mountain Branding Playbook presents the City Signage, and should be used as a design reference for future developments.)

I. Lighting. All exterior lighting shall be dark sky complaint. All lighting shall be designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. (Chapter 17.72 EMMC). Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on alignment with Eagle Mountain aesthetics, glare, and adequate light for safety.

[Ord. O-46-2023 § 2 (Exh. A); Ord. O-02-2019 § 2 (Exh. A); Ord. O-11-2008 § 3 (Exh. B § 24.3)].

17.72.090 Multi-Family Architectural Standards.

The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to multifamily developments. Minor variations to these standards may be considered by the planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

A. Architectural Style/Theme. All facades of multifamily structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.

B. Main Entrance. The primary entrance for each unit for a townhouse, rowhouse, or stacked flat shall have a uniquely designed entrance. These entries shall be highlighted through the integration of a covered porch. Entryways (roofs and porches at a minimum) shall be set forward a minimum of ~~3~~three feet from the ~~primary~~front-most façade. If the side of a building faces a street, an entrance should be provided on that facade.

Mansion House or Big House style multi-family buildings may have shared entryways, but these entries shall be clearly identifiable and shall include a protective roof element with a minimum of ~~three~~five feet in depth.



Multifamily unit entry defined with covered porch



~~Not Permitted:~~ Entryways that not clearly defined, and do not include any sheltering element are not permitted

C. Building Height. The maximum allowable building height is 35 feet and up to 3 stories. An additional story may be permitted if the standards for upper level setbacks are met. For any ancillary structure, the maximum height allowed is 10' ft above primary structure. (Title 17.25 Residential Zones)

D. Upper Level Setbacks. Setbacks shall be designed to maximize sight lines, create patio/balcony space, and provide visual interest and articulation. The step back from the main facade shall be equal to or greater than the floor height.

1. An additional story may be permitted if a minimum of 350% of the length of the front elevation of the fourththird floor is stepped back from the main façade. The set back portions should be distributed along the length of the façade, and not clustered on one side or the other.

E. Unit Outdoor Amenities. Each unit above the ground floor shall include a minimum of a 50 square foot balcony or patio with a minimum of 5-foot depth. Each unit on the ground floor or below shall include a minimum of 75 square foot patio.

F. Façade Articulation. All facades shall include articulation. All facadesFacades shall not exceed 30 feet without horizontal articulation of at least 2 feet to create visual interest and shadow patterns along the elevation, avoiding to avoid monotonous building facades in accordance with 17.25 EMMC. A horizontal break in materials or horizontal articulation is also required between the second and third floors.

G. Window/Wall Ratio. The front façade should have a minimum of 20% window to wall ratio and the side and rear facades shall have a minimum 12.5% window to wall ratio. Side and rear facing windows shall have the same proportions as front façade windows to carryfor visual consistency on all sides of the building. All required windows shall be transparent. All windows on the primary façade shall incorporate at least two (2) of the following features

- High-quality trim or molding at least four inches in width
- Canopies, shutters, or awnings proportional to window size; and/or
- Recessed insets from the primary facade by at least twotwo inches

H. Roof Expression. For multifamily buildings, both flat and pitched roofs may be permitted. No roof form shall exceed 30 feet in length without vertical articulation (flat roofs) or change of form (pitched roofs).

Pitched roofs are the most appropriate within Eagle Mountain City and shall meet the following standards:

- A minimum roof pitch of 6/12
- Overhanging eaves with a minimum 16-inch overhang at the eaves (including gutters) on non-gable ends
- Multiple roof planes per building and facade

- Deep eaves, overhangs, canopies and other architectural features that provide shelter from the elements in winter and shade in summer shall be incorporated in the building entryway.

Flat roofs are permitted where rooftop amenities are located. If a flat roof is used, it shall meet the following standards:

- Vary parapet height on all sides to visually obscure any rooftop equipment from the pedestrian view and from public and private streets.



Decorative parapets and multiple roof planes/projections

I. Building Materials. Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures. The primary building material shall be a human-scaled material such as brick, stone, or composite concrete siding that emulates traditional wood. A secondary material must be provided ~~for a~~ to clad a minimum of ~~minimum of~~ 20% of ~~any street-facing building~~ the primary facade/face. Secondary materials must also have a human scale, and may include any of the materials noted above. ~~Two materials shall be used on every facade, and n-~~Non-street facing facades shall have a human-scaled material for a minimum of 35% of the facade.

- Masonry and stone should reflect natural tones.
- Wood and wood-look materials should be natural in color.
- Corrugated metal is not permitted.
- EIFS, stucco, or other more monolithic materials may only be used on non-street facing facades.

All proposed materials shall be presented to the Land Use Authority on a material board with actual product samples for approval.

All proposed exterior materials shall have a minimum 20-year warranty, which shall also be presented with the material board for approval.



Varied materials: are required. Bbrick, stone, decorative CMU, and even tile and metal – identifiable franchise elements composite or wood-look siding are preferred to reflect the quality and character of Eagle Mountain.

J. Primary and Accent Colors. Each building, excluding the roof, shall use no more than four colors, maintaining a consistent color scheme that follows natural element patterns. A building's color palette should be similar to that of significant neighboring structures.

Accent Colors may be used to highlight key architectural features or elements. Accent colors and materials shall compliment the material palette as well as the Eagle Mountain City Brand Standards, and be approved by the Land Use Authority. Approved accent materials and colors may be used for up to 10% of the building finishes.



Permitted: Natural colors that compliment the environment and adjacent building materials are preferred.



Not Permitted: brightBright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community are not permitted.

K. Mailbox Structures. Cluster mailboxes are required by the U.S. Postal Service for multifamily developments. *These design of these mailboxes , however, should not detract from the project, as they generally do when designed as a metal structure, but should : Cluster mailboxes should be designed to incorporate emulate the buildings' in materials and color.*



Not Permitted

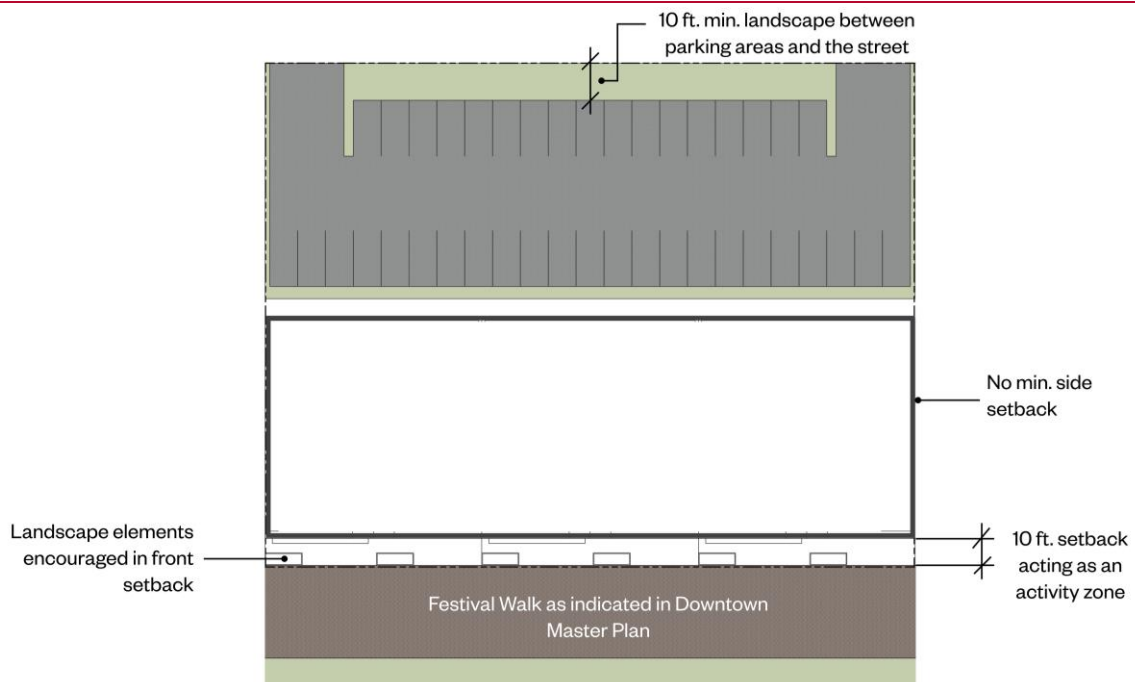
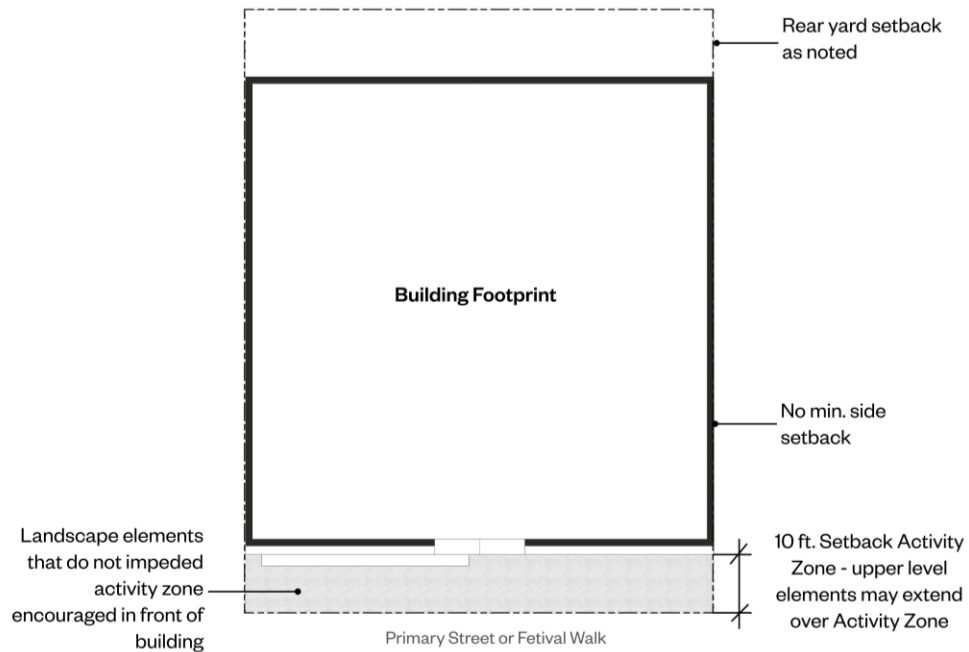


Design of mailbox structures should incorporate the surrounding buildings' materials and colors.

L. Mechanical Equipment. All mechanical equipment shall be screened so as not to be visible from any public or private streets. Screens shall be aesthetically designed to reflect the colors and materials of the primary building(s) incorporated into the design of the building and shall conform to the color and materials of the primary building. Screening may include solid walls, landscaping, parapet screened walls, or a combination thereof. All electrical service equipment should be painted to match the wall color development or screened to blend with the surrounding terrain.

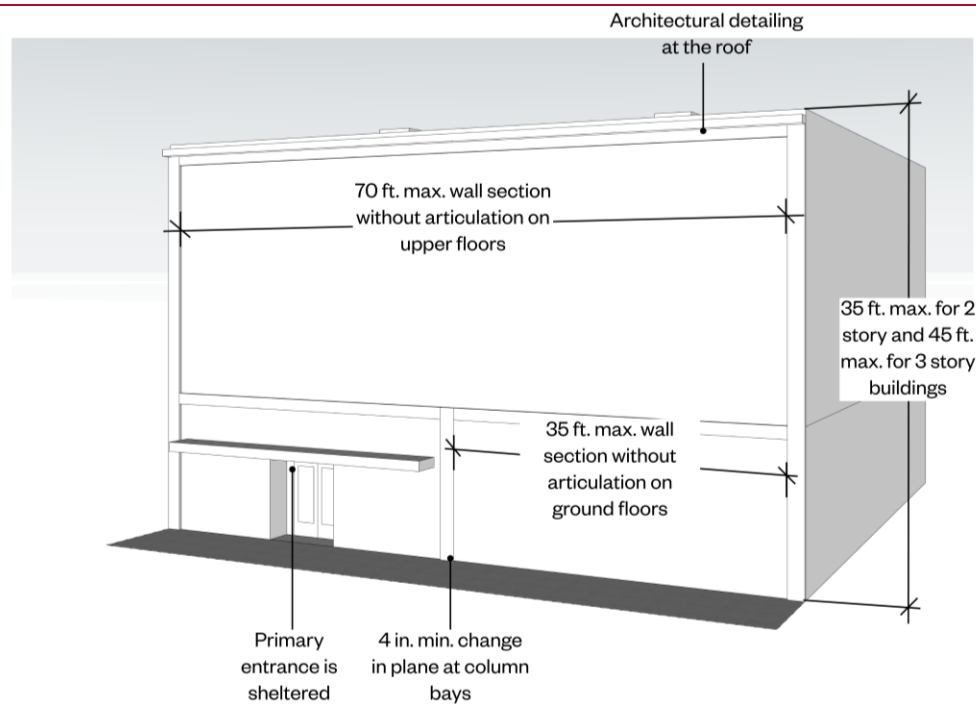
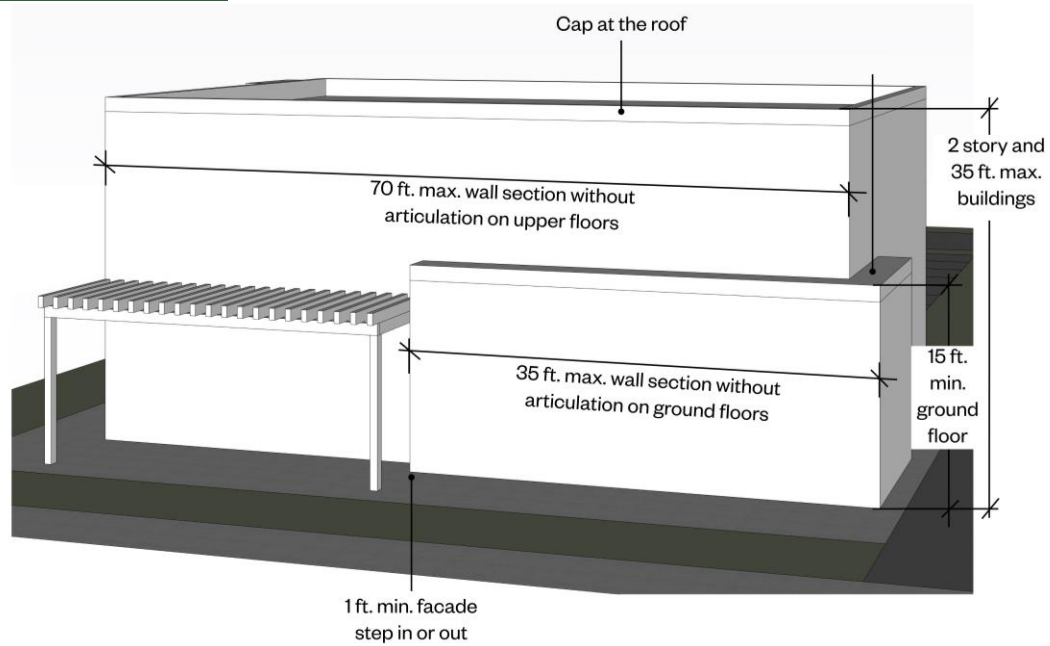
M. Storage, Loading Areas, and Trash Enclosures. Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening.

17.72.100 Appendix A: Commercial Downtown Diagrams

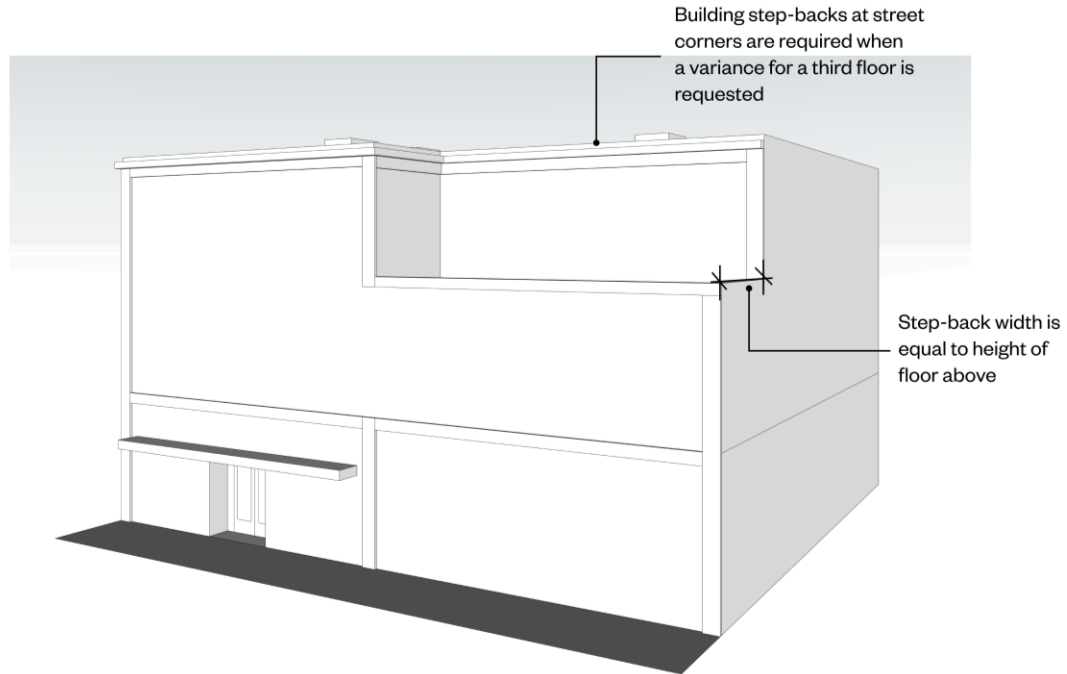


Commercial Downtown Site and Setting Diagrams.

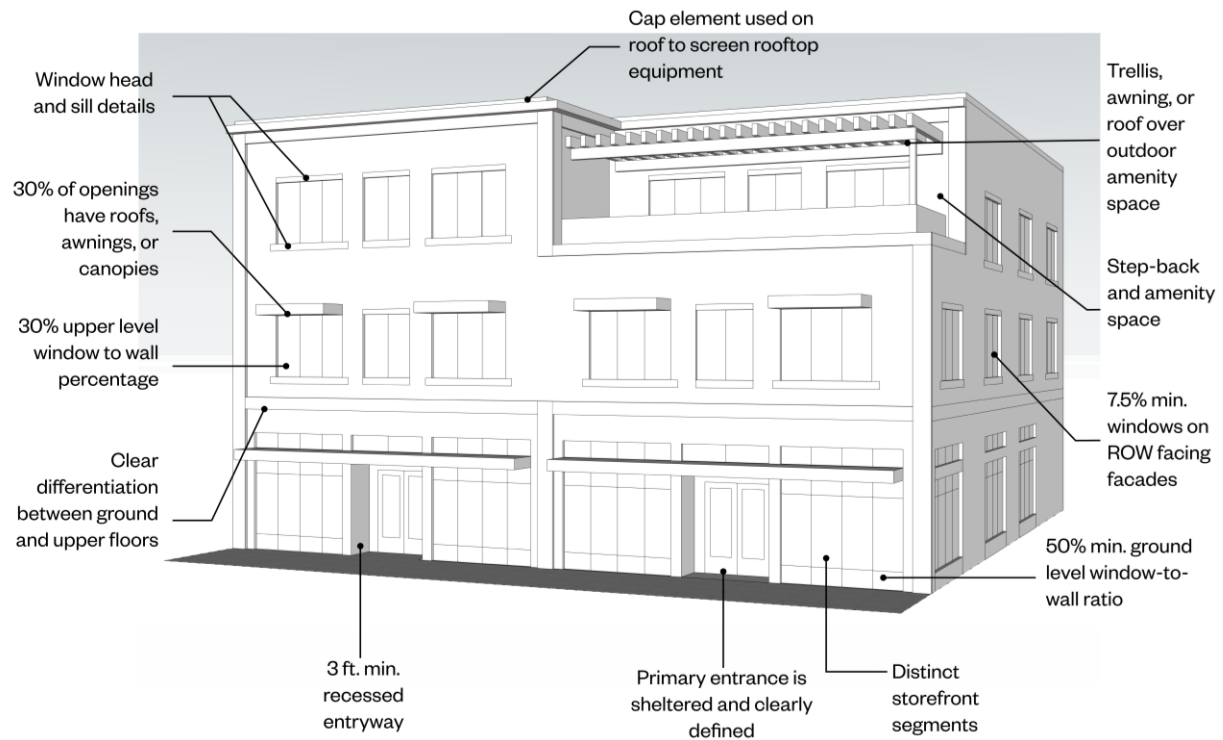
1. Downtown Commercial Areas. Parking shall be located as indicated in the Downtown Master Plan.



Commercial Downtown Height, Massing and Articulation Diagrams.



Commercial Downtown Permitted Upon Approval Step-Back Diagram.



Commercial Downtown Architectural Variation Diagram.

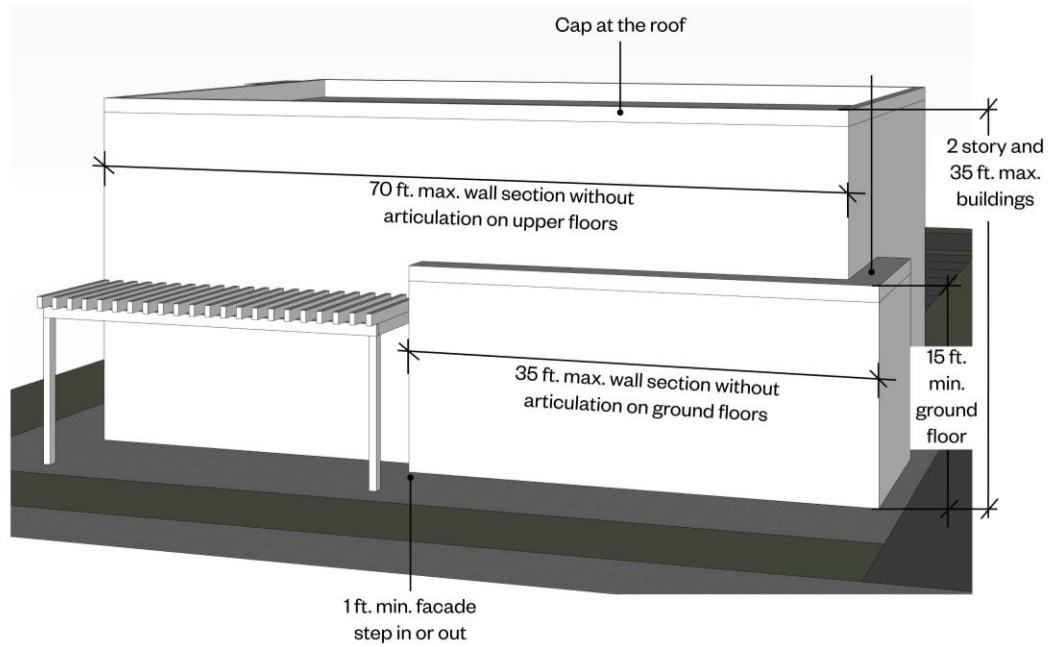


Commercial Downtown Materials Diagram.

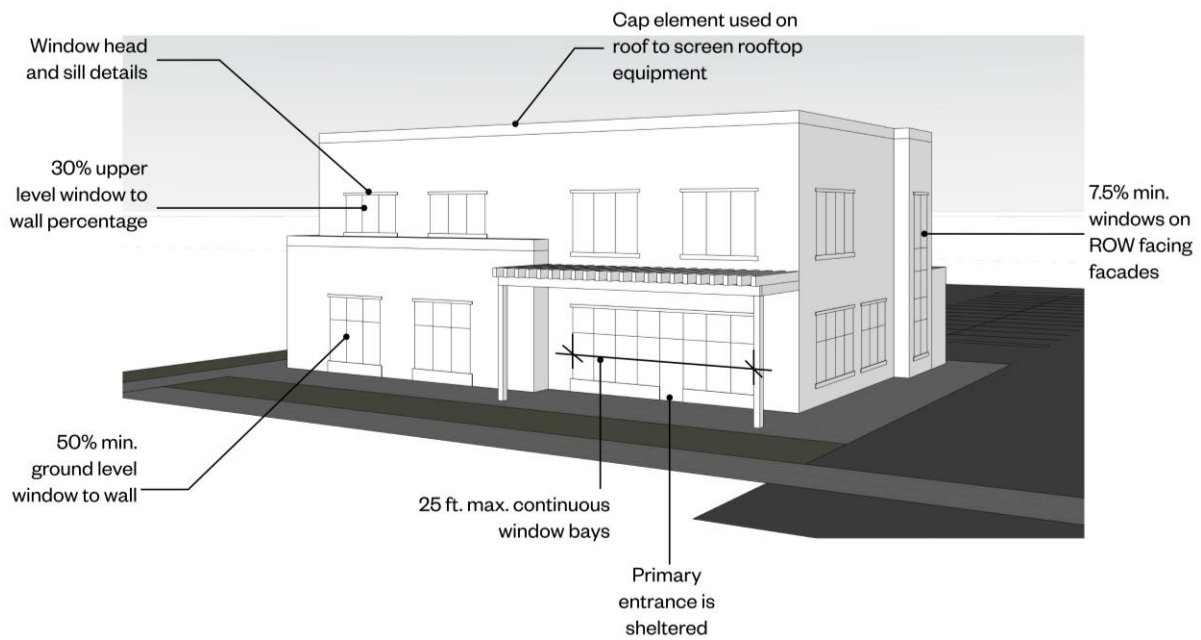
17.72.110 Appendix B: Commercial Neighborhood Diagrams



Commercial Neighborhood Site and Setting Diagram.



Commercial Neighborhood Height, Massing, and Articulation Diagram.

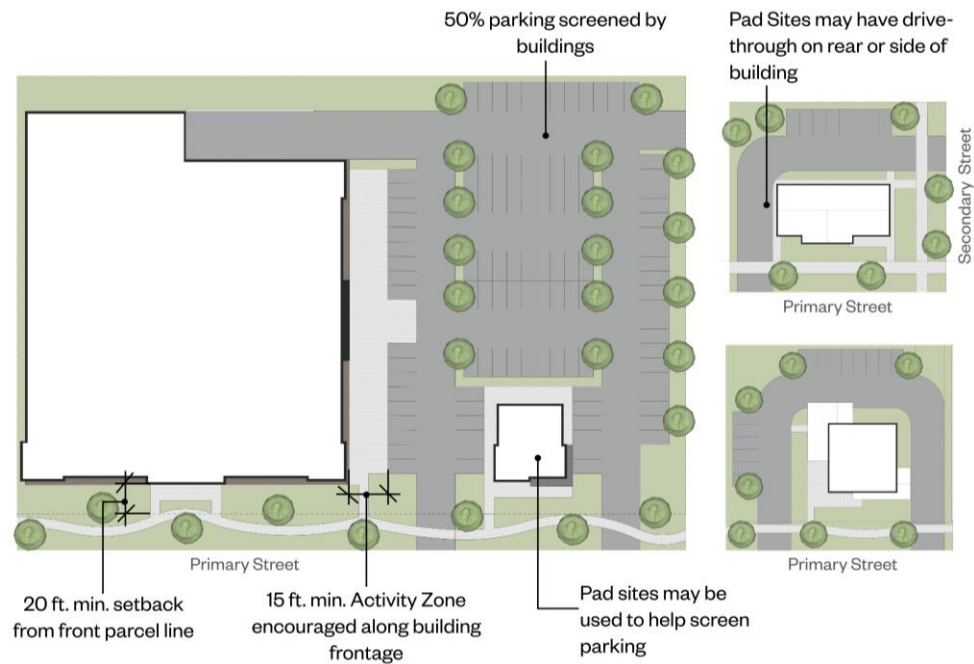


Commercial Neighborhood Architectural Detail Diagram.

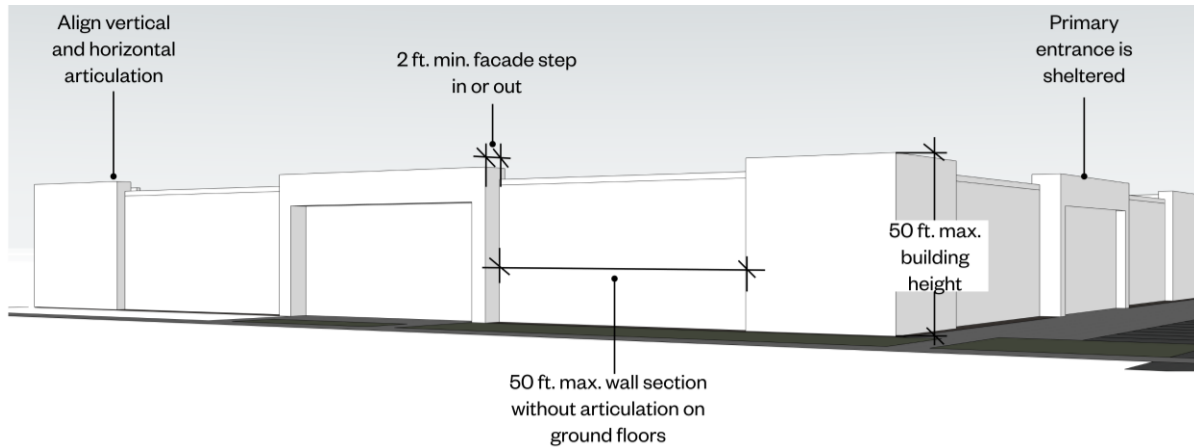


Commercial Neighborhood Materials Diagram.

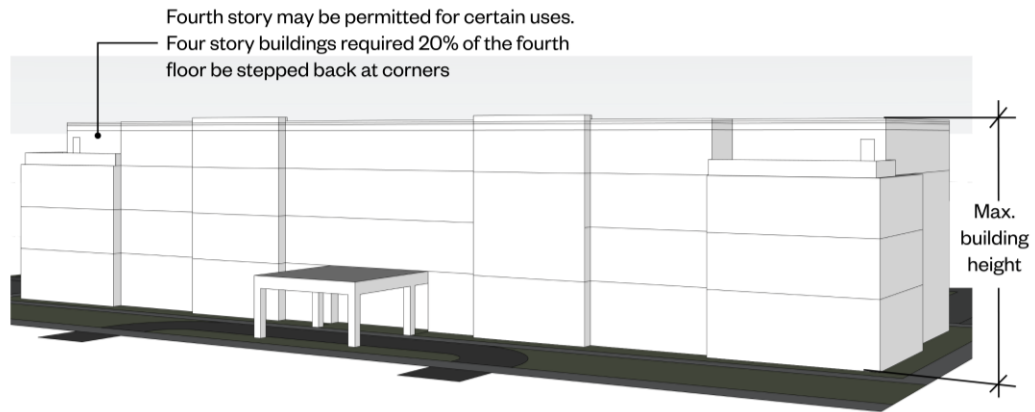
17.72.120 Appendix C: Commercial Community & Regional Diagrams



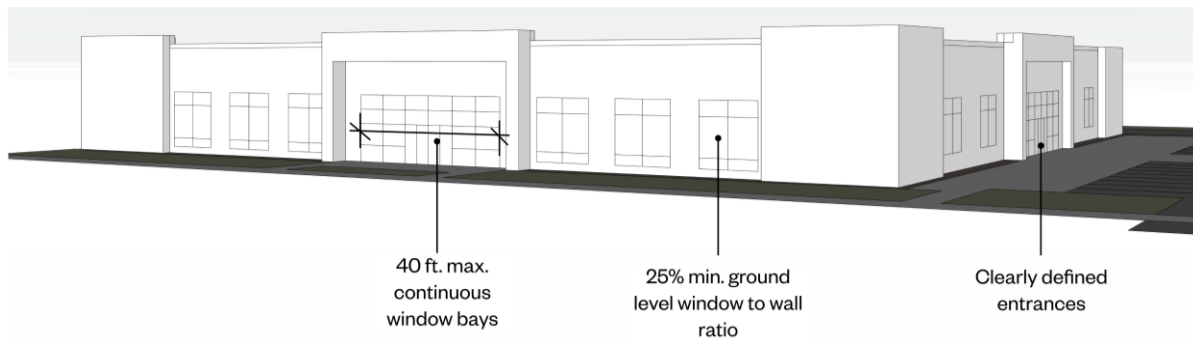
Commercial Community & Regional Site and Setting Diagram.



Commercial Community & Regional Height, Massing, and Articulation Diagram.



Commercial Community & Regional Permitted Upon Approval Step-Back Diagram.

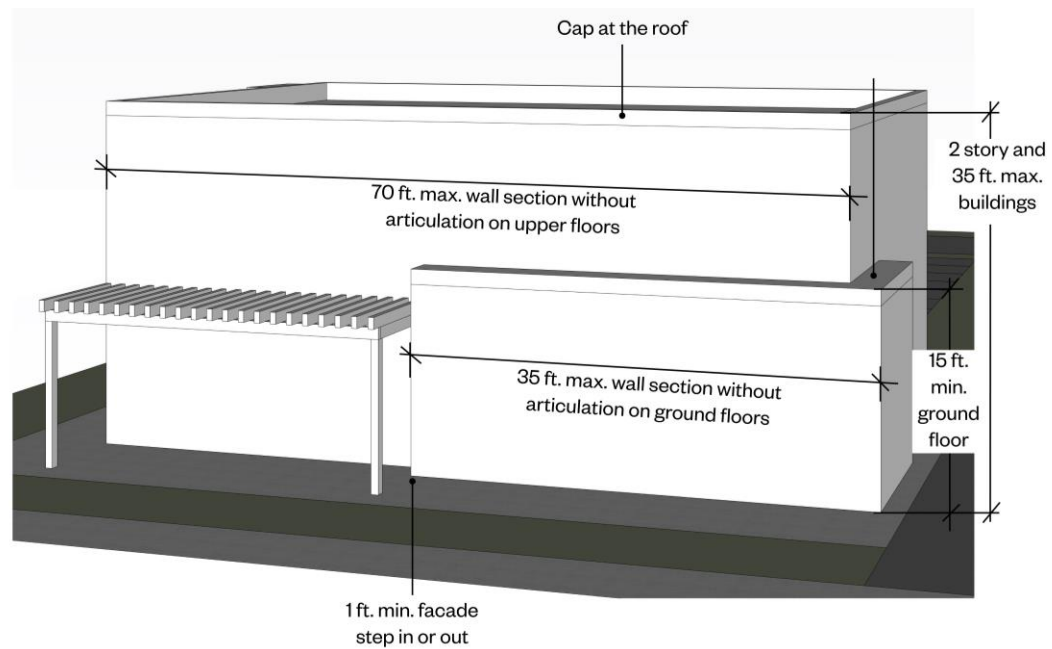


Commercial Community & Regional Architectural Detail Diagram.

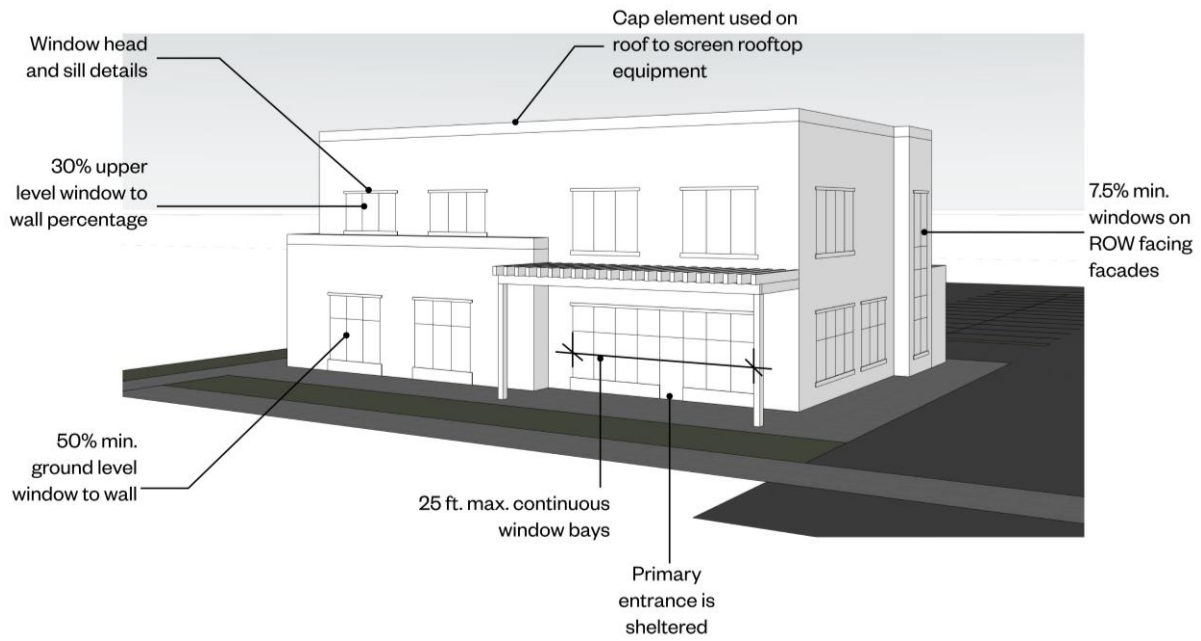


Commercial Community & Regional Materials Diagram.

Pad Sites – Commercial pad sites may be used within Commercial Community and Commercial Regional zones to help screen parking from street views. They are smaller developments that can house additional businesses that compliment the primary commercial development. Pad sites design standards are similar to Commercial Neighborhood developments with the exception that drive throughs may be unscreened to the side or rear of the building.



Pad Site Height, Massing, and Articulation Diagram.

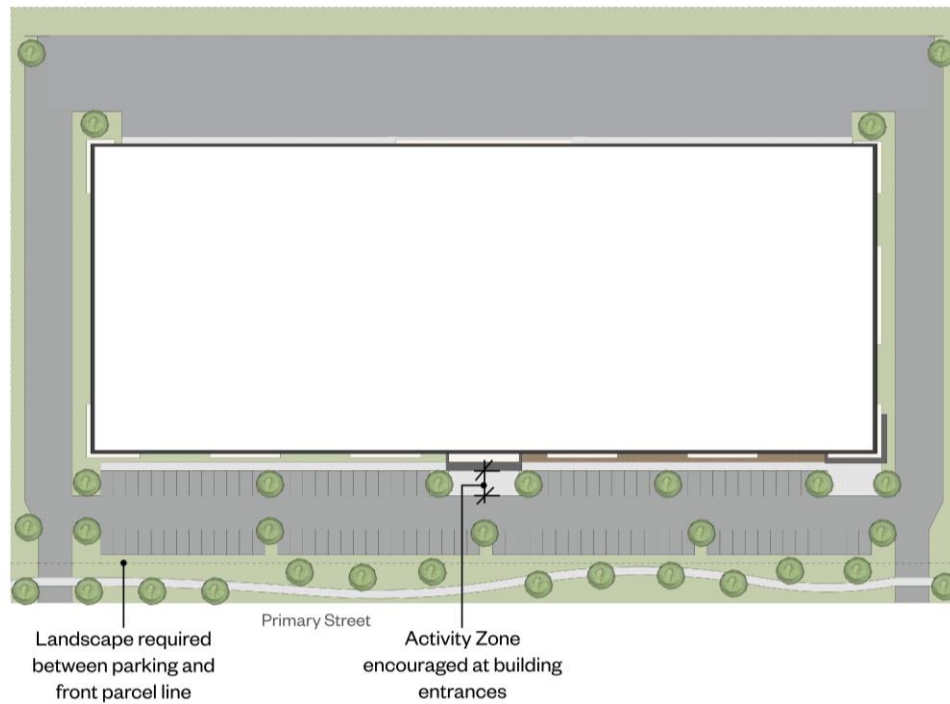


Pad Site Architectural Detail Diagram.

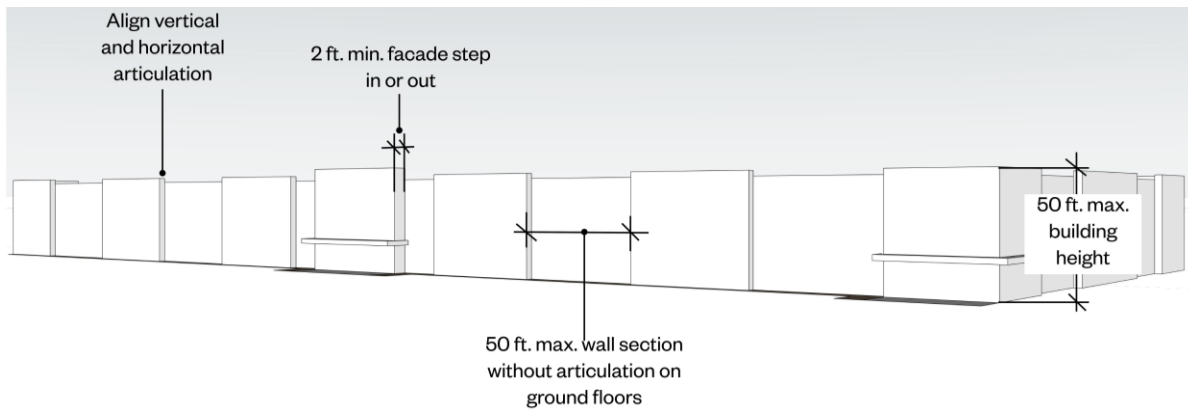


Pad Site Materials Diagram.

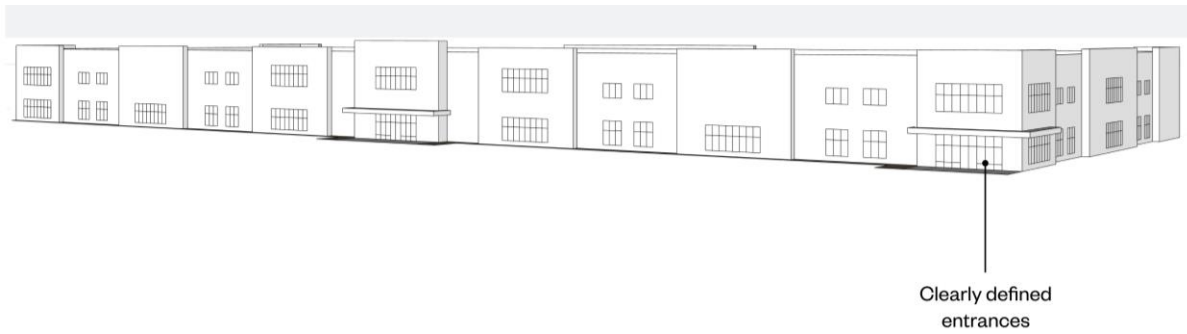
17.72.130 Appendix D: Business Park Diagrams



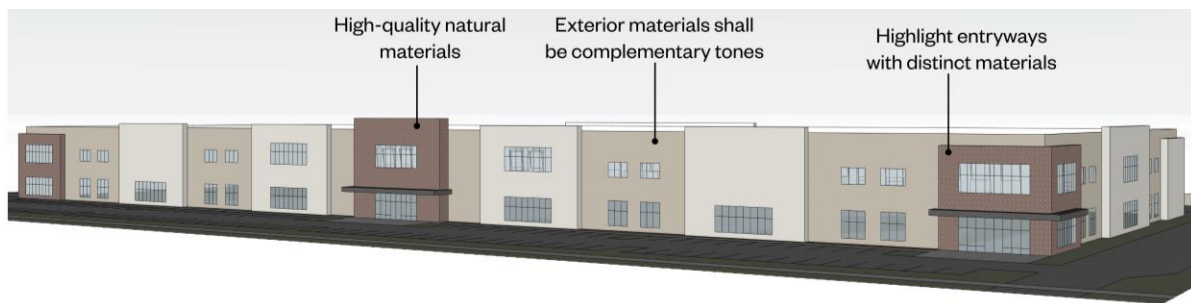
Business Park Site and Setting Diagram.



Business Park Height, Massing, and Articulation Diagram.

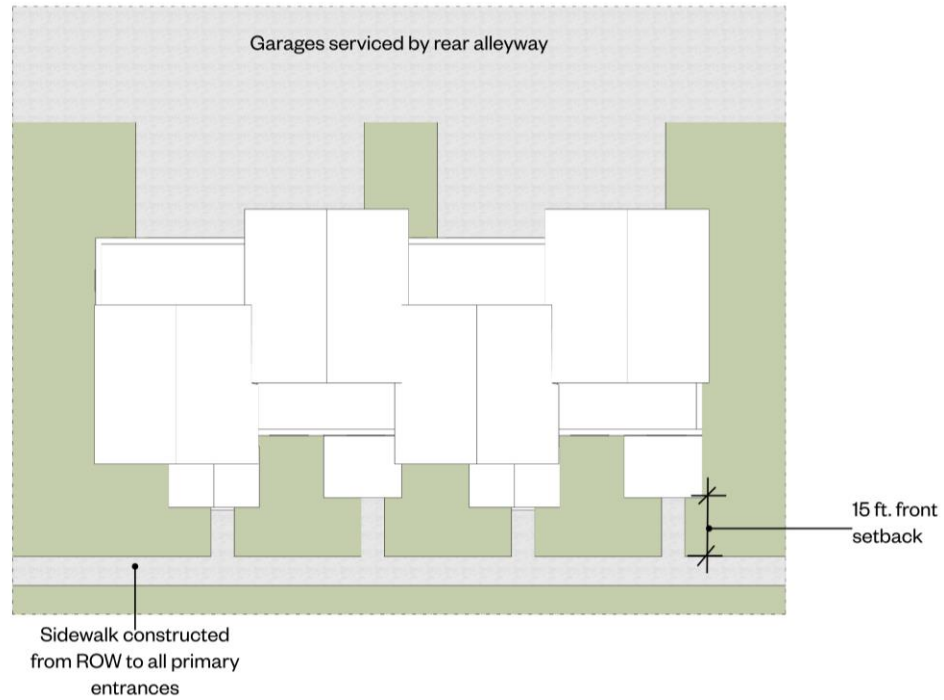


Business Park Architectural Detail Diagram.

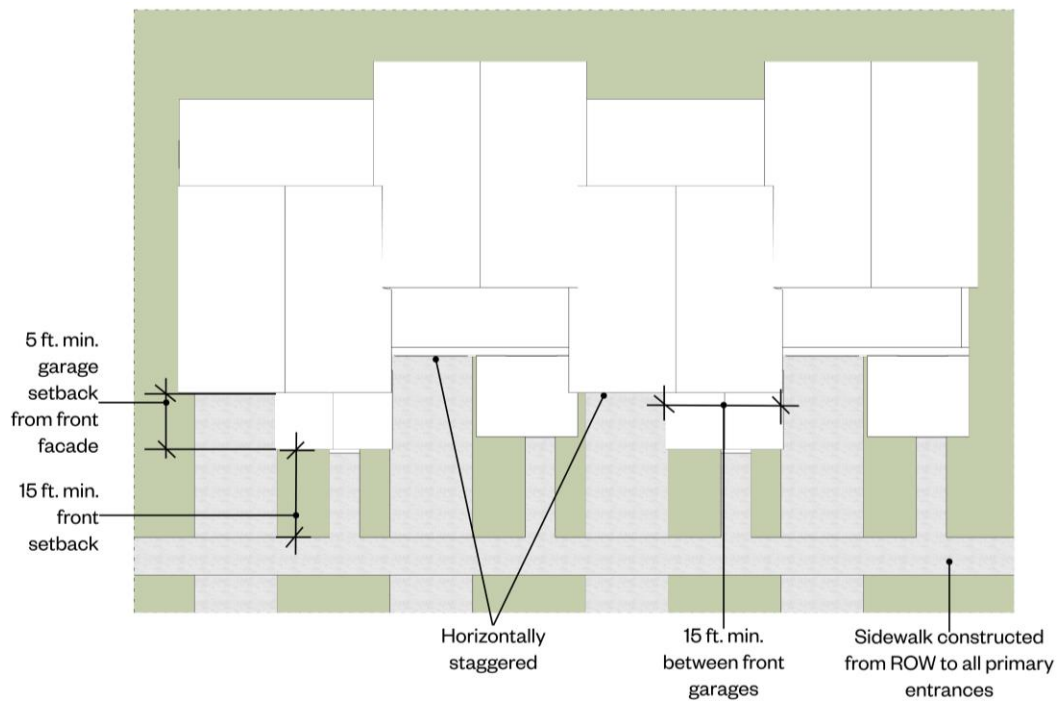


Business Park Materials Diagram.

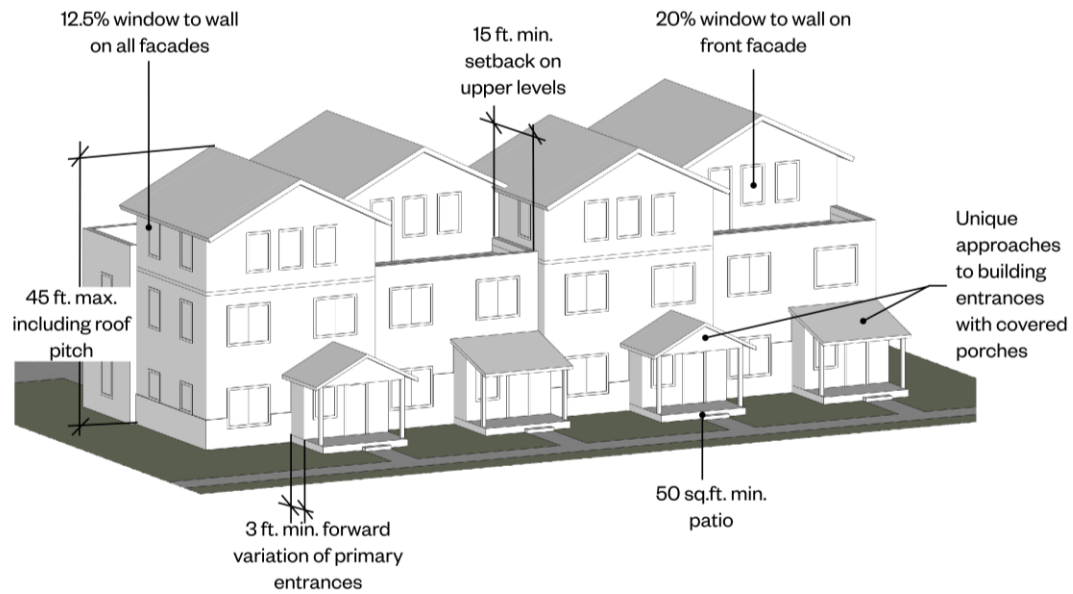
17.72.140 Appendix E: Multi-Family Diagrams



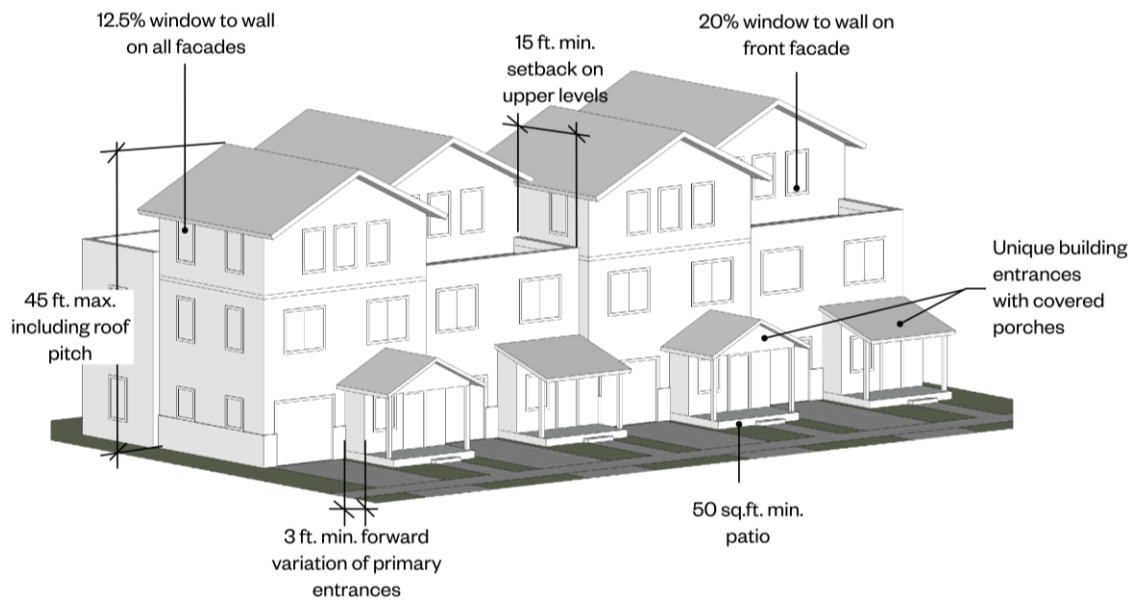
Multi-Family Site and Setting with Alley Access Diagram.



Multi-Family Site and Setting with Front Garages Diagram.



Multi-Family Building Height, Massing, Articulation, and Architectural Detail with Alley Access Diagram.



Multi-Family Building Height, Massing, Articulation, and Architectural Detail with Front Garages Diagram.



Multi-Family Building Materials with Alley Access Diagram.



Multi-Family Building Materials with Front Garages Diagram.

17.72.150 Appendix F: Commercial Downtown Zoning Addition.

Commercial Downtown specific standards to be added to Title 17 ZONING.
Commercial Downtown developments shall be laid out and designed in accordance with the Downtown Master Plan.

	<u>Commercial Downtown Setbacks</u>
<u>Front</u>	<u>Min. 10 ft, Max. 10 ft except the main entry which can be set back an additional 5 feet</u>
<u>Rear</u>	<u>Min. 10 ft</u>
<u>Side</u>	<u>0 ft at interior sides, Min. 10 ft at side street(s) facing activity zone areas</u>

Chapter 17.72

COMMERCIAL AND MULTIFAMILY DESIGN STANDARDS

Sections:

- 17.72.010 What this chapter does.
- 17.72.020 Purpose.
- 17.72.030 Definitions.
- 17.72.040 Commercial Design Standards.
- 17.72.050 Commercial Site Design Standards.
- 17.72.060 Commercial Architectural Standards.
- 17.72.070 Multi-Family Design Standards.
- 17.72.080 Multi-Family Site Design.
- 17.72.090 Multi-Family Architectural Standards.
- 17.72.100 Appendix A: Commercial Downtown Diagrams.
- 17.72.110 Appendix B: Commercial Neighborhood Diagrams.
- 17.72.120 Appendix C: Commercial Community & Regional Diagrams.
- 17.72.130 Appendix D: Business Park Diagrams.
- 17.72.140 Appendix E: Multi-Family Diagrams.
- 17.72.150 Appendix F: Commercial Downtown Zoning Addition.

17.72.010 What this chapter does.

This chapter provides standards and guidelines for the site and building design of commercial and multifamily developments. These standards also apply to industrial parks, warehouses, large corporate office, or campus developments as noted. [Ord. [O-11-2008](#) § 3 (Exh. B § 24.1)].

17.72.020 Purpose.

The purpose of this chapter is to provide standards and guidelines to enhance the visual quality of development, to help create developments that encourage pedestrian activity, to promote buildings of lasting architecture and aesthetic appeal, to increase functionality and safety of parking areas for pedestrians and vehicles, to minimize the visual expanse of pavement through good site design, and to ensure that a sense of place is created and maintained while the city experiences growth and development. This chapter shall be applied to all commercial and multifamily projects within the city and shall be reviewed during the site plan application process. [Ord. [O-11-2008](#) § 3 (Exh. B § 24.2)].

17.72.030 Definitions.

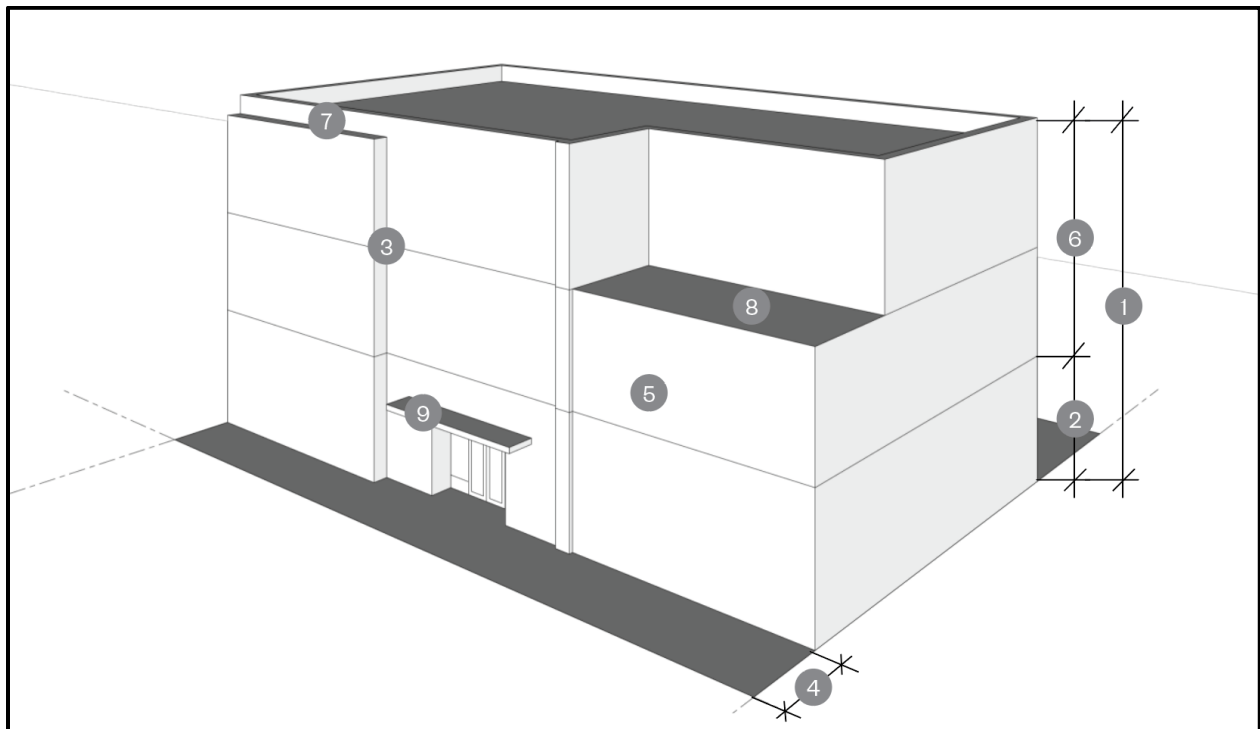
Commercial zones. Reference Chapter 17.35 COMMERCIAL ZONES. The commercial zones referenced in this document will be referred to by the following: Commercial Downtown (CD), Commercial Neighborhood (CN), Commercial Community (CC), and Commercial Regional (CR).

Pad site. A pad site is a smaller commercial building on the periphery of a Commercial Community or Commercial Regional zone. They are held to the same site and architectural standards as Commercial Neighborhood zones unless otherwise noted.

Business park zones. Reference Chapter 17.37 BUSINESS PARK ZONES. This zone will be referenced as Business Park (BP).

Multi-family zones. Reference Chapter 17.25 RESIDENTIAL ZONES. The residential zones referenced in this document will be referred to by the following: MF1 and MF2.

Architectural terms. The diagram below portrays terms that are referenced throughout this document.



1. Building Height: Measured from the average grade to the highest point of the roof

2. Ground Floor: The level of a building with the primary building entrance(s), typically at ground level. Measured from the floor surface of that level to the floor surface of the level above.
3. Horizontal Articulation: Projections from the building inward or outward.
4. Setback: Offset from a specific boundary such as the property line or the building facade.
5. Structural Bay: The space between columns in a building forming a structural module.
6. Upper Floors: Any floors above the ground floor level.
7. Vertical Articulation: Vertical projections, up or down, from the roof level.
8. Upper Level Step-back: The offset or depth of a portion of the building that is set back from the adjacent facade to create architectural interest. The roof area created by stepping back a section of the building façade creates space that is ideally used for outdoor amenity space.
9. Awnings, trellises, roof elements that project from the face of the façade to protect a window, door, or pedestrian-oriented space.

17.72.040 Commercial Design Standards.

These commercial design standards apply to commercial zones referenced in Chapter 17.35 with the addition of Commercial Downtown Area and Business Park Zones. If the property falls within a designated character area or overlay zone district, as noted in other areas of the Eagle Mountain Zoning Ordinance, additional design and architectural standards may apply.

Refer to the diagrams in Appendices A-D for application of the following standards into each zone.

17.72.050 Commercial Site Design Standards.

The arrangement of different elements of a project on the site is vital to creating an environment that is focused on the street and the pedestrian, rather than the vehicle and parking areas. A site can be designed to be visually appealing from the street and still be functional and safe for vehicular circulation and pedestrian access. Minor variations to these standards may be considered by the Planning Commission and City Council if a property contains one of the following constraints: wetlands, steep hillsides, major drainage washes, unusual property shape, existing easements, or a similar constraint/difficulty that can be directly tied to a design standard and adequately justified by the applicant.

A. Building Location. Buildings should be located at or near the minimum front setback line as identified in Title 17, with pedestrian access leading to the primary entrance and landscaping placed between the building and the street.

1. Commercial Building Orientation. The primary entrance to a commercial building shall be oriented toward the street and the sidewalk in the 1.

2. Commercial Downtown and Commercial Neighborhood zone districts. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited.

3. Commercial Community and Commercial Regional zone districts. The entryway may be located to face the parking area, however both the entry façade and the façade facing the primary street shall be design in alignment with the primary façade architectural standards.

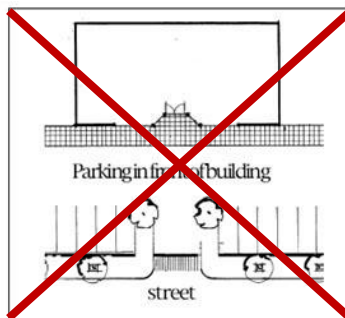


Example of a building located near the front setback, addressing the street with the main entryway visible from the primary street.

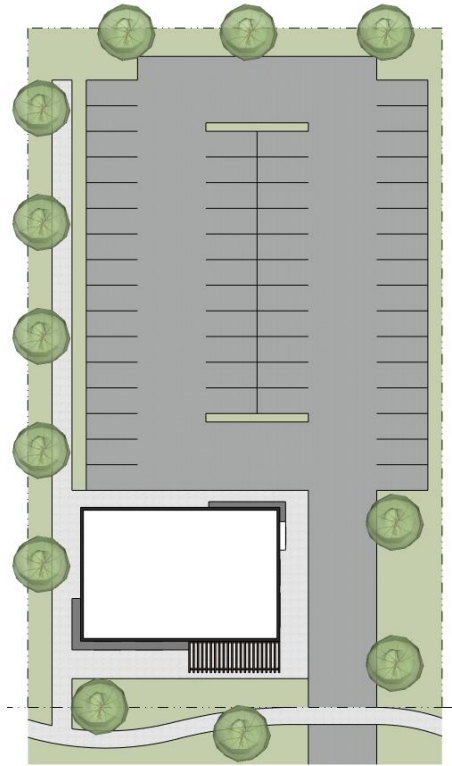
B. Parking. Locate surface parking to the side or the rear of buildings so that it is screened from view from the primary street. Parking is limited between any commercial building and the street as noted in Table 1 below. This is especially important on corners. Large buildings (those with a footprint of great than 30,000 square-foot) excluding Business Parks shall follow the same standard, and/or be designed with pad site buildings along the street edge to screen the expanse of pavement. Pad sites shall meet the same site standards as CN zones unless otherwise noted.

Table 1. Commercial Parking

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Parking between building and the primary street	Not permitted		Only permitted if building exceeds 30,000 sf footprint and pad sites are used		Permitted
% Screened from the Primary Street by building(s)	As indicated	66%	50% - pad sites may be used to help screen parking		NA
Landscape buffer between parcel line and front façade or parking	10 ft and align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING		20 ft and align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING		
Structured parking façade treatment	Shall be wrapped by a façade that meets all of the same architectural standards as the buildings.		NA		
Structured parking fronting primary street	Shall have an active use on the ground floor.	Shall have an active use on the ground floor.	NA		



Not Permitted – Parking between building and street



Required – Parking to the side of and behind the front facade of building

C. Vehicular Circulation. All commercial developments shall provide a clearly defined and efficient vehicular circulation system that promotes safe and logical traffic flow throughout the site. Vehicular entrances shall comply with Title 16 SUBDIVISIONS, Table 16.35.130 (b). Any drive throughs shall be located as noted in Table 2 and may require screening from street view.

Table 2. Drive Through Standards

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Drive Through Screening	NA	100% - Any drive throughs shall be screened from view from the primary street by the building (or located behind the building).	0% - Drive-throughs at pad sites shall be located to the rear or side of the building. They shall not be located between the primary street and the building.		NA
Drive Through Service Lane Standard	NA	Min. width: 10 ft Max. width: 12 ft Max. 1 permitted	Min. width: 10 ft Max. width: 12 ft Max. 2 permitted		NA
Drive Through Escape Lane	NA	1 lane, min. 10 ft wide required in addition to service lane			NA

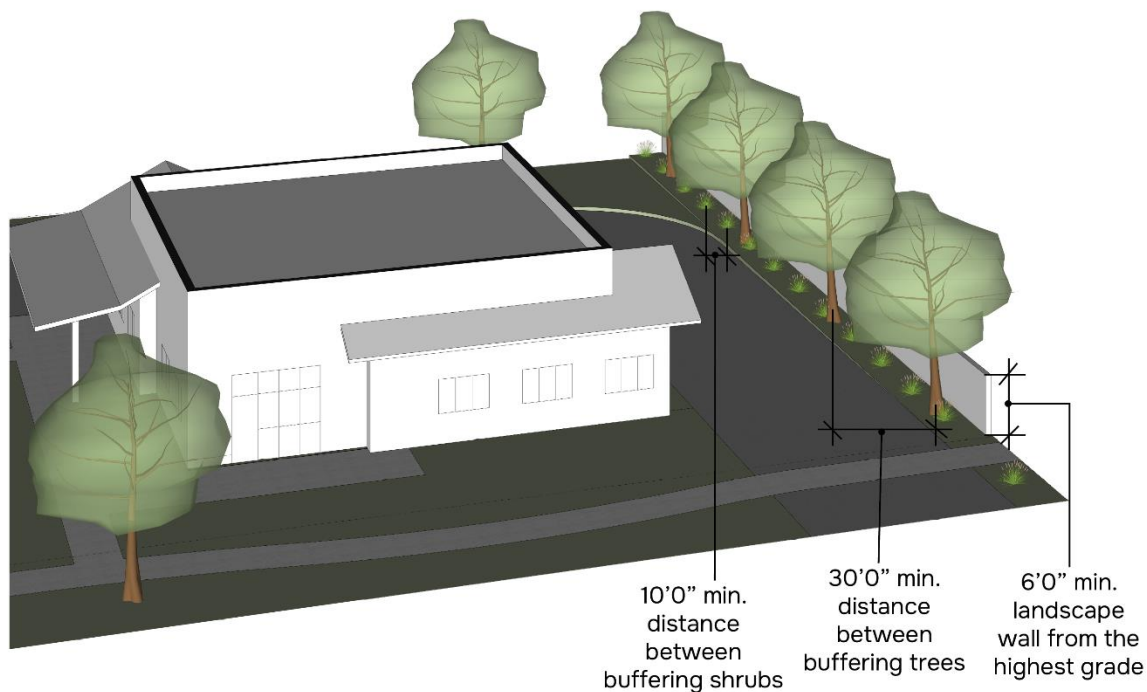


Drive through located on the side of the building on Pad Sites in the CC or CR zone districts.

D. Sidewalks. A public sidewalk from the public right-of-way to the primary entry (or entries) is required for all developments. Pedestrian access must also comply with 17.55.090 PEDESTRIAN WALKWAYS AND ACCESSES.

E. Landscaping. Open space and native landscape are a key defining feature of Eagle Mountain. The entirety of the required setback area must be landscaped in accordance with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING. Landscape shall align with waterwise planting requirements and turf grass is limited to areas where it will be actively used for recreation such as sports, playgrounds, and community event space within the development. Landscaping shall also comply with 17.55.080 LANDSCAPING IN PARKING AND DRIVE LANE AREAS and follow the Water Conservation and Management Plan proposed conservation measures and irrigation standards.

In alignment with section 17.100.050 Site plan development standards, there are screening requirements between any commercial properties abutting residential zones. These buffers shall conform to setback regulations and include trees every 30 feet, minimum and shrubs every 10 feet, minimum. The buffer area must also include a 6-foot tall solid wall (as measured from the highest elevation of the site up 6 feet) to block any light from vehicles queuing in the drive through from shining into the residential area.



Commercial Properties adjacent to Residential Properties are required to implement a landscape wall that is 6-feet from the highest grade on site.

F. Signage. Signage for a commercial development shall be rooted in the ground as a monument sign. Large aerial or pole signage is not permitted. The monument signage shall be located at each primary entryway and shall incorporate natural materials such as stone and/or wood. Individual business signage shall be wall or awning-mounted, and is permitted on a maximum of three sides of a building. Animated and digital building-based signage is not permitted. All signage shall comply with Chapter 17.80 SIGN REGULATIONS AND SIGN PERMITS (Chapter 6 of the Eagle Mountain Branding Playbook presents the City Signage, and should be used as a design reference for future developments.)

G. Activity Zone. The character of Eagle Mountain is exemplified by high-quality open spaces connected through vehicular and multi-use pathways. To maintain and enhance connections between the public right-of-way and areas of business, an activity zone is encouraged and may be required in front of the primary building. This zone shall include hardscape to support pedestrian activities such as outdoor dining, seating, sales area, covered entryways, etc.

Landscape elements such as hanging plants and small planters are encouraged in activity and circulation zones and shall be designed to ensure they enhance and do not interfere with pedestrian activities.

Table 3. Activity Zone Standards

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Activity zone	Required		Encouraged		
Minimum depth	10 ft		15 ft		
Minimum frontage	100% of building frontage	50% of building frontage	Min. 30 ft of the façade length at the primary entryway		



Activity zones are required in CD, CN, and pad sites



Plaza and open space within retail developments enhances the pedestrian and shopping experience

[Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-11-2008](#) § 3 (Exh. B § 24.3)].

17.72.060 Commercial Architectural Standards.

The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to commercial developments. Variations to these standards may be considered by the Land Use Authority with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

A. Architectural Style/Theme. Commercial buildings should be similar in style as significant adjacent buildings. All facades of commercial structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.

B. Primary Entrance. Building entries must be clearly identifiable through their design from the primary street frontage and/or the primary vehicular and pedestrian access points. All primary entries shall be sheltered either through a setback from the primary façade or through the inclusion of a sheltering feature such as an awning, arcade, or roof element that creates a protective entry. The sheltering elements shall extend a minimum of five feet.



Required: Clearly identifiable covered entry



Not Permitted: Entryway not clearly defined; no sheltering element

C. Building Height. The maximum allowable building height shall align with Chapter 17.35.040 COMMERCIAL DEVELOPMENT STANDARDS. An additional story may be permitted if the standards for upper level step-backs are met for Commercial Downtown, Commercial Community, and Commercial Regional zones.

1. Commercial Downtown and Commercial Neighborhood. The ground floor shall be a minimum of 15 ft in height to preserve the prominence of pedestrian level experience.

D. Upper Level Step-backs. When used, step-backs shall be designed to maximize sight lines, create patio/balcony space, and provide visual interest and articulation. All areas that are stepped back shall be accessible to building users and include appropriate amenities and furnishings. The step-back from the main facade shall be equal to or greater than the floor height of the level being stepped back.

1. Commercial Downtown. A third stories may be permitted following design review and approval by the Land Use Authority. To be considered for approval, a minimum of 30% of the length of the front elevation of the third floor shall be stepped back from the main façade. The step backs shall be prioritized at the corner(s) to reduce the perceived mass of the building.

2. Commercial Community and Commercial Regional. A fourth story is only permitted for certain buildings such as higher education, healthcare, and hotels. If a fourth story is permitted, a minimum of 20% of the length of the front elevation of the fourth floor shall be stepped back from the main façade. These step-backs are encouraged at the corners of the building to reduce the perceived scale of the building.

E. Level Differentiation. For Commercial Downtown (CD), Commercial Neighborhood (CN), and Commercial Community (CC) zones, buildings shall be designed with a clear delineation between the ground floor and upper floors. This may be articulated through material variation or architectural detailing above the ground floor. Additional detailing and articulation at the cap or roof are required. This may be achieved through detail elements such as eaves, cornices, and frieze or bracket elements.

F. Façade Articulation. Vertical and horizontal articulation and relief reduces the perceived scale of buildings. All exterior walls facing a street, activity zone, or public space shall be articulated to reflect a human scale. This variation shall include the following strategies:

- Modulate the facade by stepping portions of the building in or out the distance required by Table 4 to create shadow lines and visually delineate areas of the building, or visually highlight the building column structure of the building by using detailing to express engaged columns at the building exterior with a change in plane at the column bays.
- Divide the storefront into distinct areas to provide visual interest. Storefront or window bays should not exceed the length specified without a break or change in material to reflect a human scale.

Table 4. Articulation Standards

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Maximum wall section without architectural variation on ground floor	35 ft		50 ft		
Maximum wall section without architectural variation on upper floors	70 ft		70 ft		NA
Minimum façade step in or out	1 ft		2 ft		
Minimum change in plane at the column bays	4 in		6 in		NA
Maximum continuous storefront or window bays	25 ft		40 ft		30 ft



Appropriate Articulation



Inappropriate Articulation



Not Permitted: Flat facades with only color changes

G. Window/Wall Ratio. A minimum window-to-wall ratio is required on the ground level at exterior walls facing a street, activity zone, or public space and a minimum or maximum window to wall ratio is identified for the upper levels. A minimum of 7.5% of the overall wall area shall be windows on all street facing facades.

1. Commercial Downtown (CD) and Commercial Neighborhood (CN). A minimum window-to-wall ratio of 50% is required at the ground floor facing a primary street and 35% at the ground floor facing a secondary street. The window-to-wall ratio shall not exceed 35% at upper levels. Architectural detailing through a change of material or pattern is required at the head and sill of each window.

2. Commercial Community (CC), Commercial Regional (CR), and Business Park (BP). A minimum window-to-wall ratio of 25% is required at all street facing facades. Architectural detailing is encouraged at the head and sill of each window.

H. Roof Expression. The primary roof form of a structure should help reduce the perceived scale of the building.

Flat roofs shall be screened with parapets on all sides of the building. The parapet height shall be sized to visually obscure any rooftop equipment from the pedestrian view from public and private streets. Where this is not viable, a wall or screen system shall be used to block rooftop equipment from view.

Pitched roofs shall be varied to ensure no singular roof element dominates the building. Pitched roofs shall be a minimum slope of 6:12, and shall not exceed more than 20% of the length of the facade.

Lower roof elements, trellises, awnings, and other architectural shade elements are required to create visual interest and provide a human scale. These shall be located over the main entry and over any occupied rooftop space.

1. Commercial Downtown (CD). Flat roofs are preferred. Pitched roof elements shall be used for architectural interest and variation. No pitched roof shall extend more than 20% the length of the street-facing façade. Parapets shall be varied and feature cornice treatments and/or an architecturally detailed cap elements to clearly delineate the top of the building.
2. Commercial Neighborhood (CN) and Commercial Community (CC). A cap element is required to clearly delineate the top of the building.
3. Commercial Regional (CR) and Business Park (BP). The roof must be vertically varied in height with a minimum 2 ft elevation change, aligned with horizontal articulation to add architectural interest to the building.



Where pitched roofs are desired, they shall meet a minimum slope of 6:12



Decorative parapets and multiple roof planes/projections are required for visual interest



Not permitted due to lack of building articulation

I. Building Materials. Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures. The building facades shall be clad in high-quality, natural materials such as brick masonry, natural stone, wood, composite concrete siding that emulates traditional wood siding, and/or high-quality metal.

- Masonry and stone should reflect natural tones.
- Wood and wood-look materials should be natural in color.
- Painted, powder-coated and high-quality composite metals may be used, colors should be neutral grays and browns.

A material board with actual materials and colors shall be presented to the Land Use Authority for approval.

1. Commercial Neighborhood and Commercial Community. Wood and high-quality wood-look materials are encouraged to reflect the natural environment of Eagle Mountain.

Table 5. Building Material

	Commercial Downtown Area	Commercial Neighborhood	Commercial Community	Commercial Regional	Business Park
Percent of high-quality material on all facades visible from the primary street	80% shall be brick or stone masonry.	60% shall be high-quality natural material(s).		50% shall be high-quality natural material(s).	20% shall be high-quality natural material(s).
Secondary material	One or more required.	One or more required and distinct in addition to glass			
Other façades	80% of all visible facades (not directly adjacent to other existing or planned buildings) shall be brick or stone masonry.	40% of all visible facades (not directly adjacent to other planned buildings) shall be high quality natural material(s).		30% shall be high quality natural material(s).	10% shall be high quality natural material(s).
Not Permitted	Corrugated metal EIFS Flat panel façade materials	Corrugated metal			



Recommended Brick Colors



Recommended: Masonry, stone, and metal materials are natural in appearance and complement each other

J. Accent Colors. Accent Colors may be used to support a business, brand, or highlight key architectural features or elements.

- No more than 7.5% of any façade may be finished using an accent color. Accent colors and materials shall compliment the material palette above as well as the Eagle Mountain City Brand Standards, and shall be approved by the Land Use Authority.
- Artwork, signage and awnings as approved by the Land Use Authority are exempt from this standard.

1. Commercial Downtown. Accent colors may only be used to support a business brand through signage and awnings. Accent colors must be presented to and approved by the Land Use Authority.



Permitted: Accent colors used to support brand while complimenting building materials



Not Permitted: bright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community

K. Lighting. All lighting shall be dark sky approved and designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. The light source (lamp) of building lighting shall not be visible from beyond the property. Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on aesthetics, glare, and adequate light for safety. A lighting plan and light fixture design details are required with a site plan application.



Lighting aligns with the Eagle Mountain aesthetic and directs light downward (dark-sky compliant)

L. Mechanical Equipment. All mechanical equipment shall be located behind the building(s), buffered from view from any public or private street(s). If equipment must be located in an area visible by the public ROW, the equipment shall be screened. Screens shall be designed to reflect the design of the building and shall employ to the color and materials of the primary building. Screening includes walls, landscaping, parapet walls, or a combination thereof. All electrical service equipment should be painted to match the wall color or screened to blend with the surrounding environment.

M. Storage, Loading Areas, and Trash Enclosures. Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening. The consolidation of trash areas between businesses is encouraged. Refer to Chapter 17.100 SITE PLAN REVIEW section 17.100.060 Architectural requirements for more details.



Screening wall – same materials as building

[Ord. [O-50-2023](#) § 2 (Exh. A); Ord. [O-11-2023](#) § 2 (Exh. A); Ord. [O-09-2017](#) § 2 (Exh. A);
Ord. [O-25-2008](#) § 2 (Exh. A §§ 24.4.9 – 24.4.12); Ord. [O-11-2008](#) § 3 (Exh. B § 24.4)].

17.72.070 Multi-Family Design Standards.

These standards apply to buildings within the multi-family residential zones including MF1 and MF2. In addition to these standards, reference chapter 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS for building and layout restrictions. If the property falls within a designated character area, additional design and architectural standards may apply.

For the purpose of this section, a duplex or twin home shall not be considered a multifamily dwelling. The design standards contained in this section shall not apply to duplex or twin home dwellings unless contained in a development agreement.

The developer is responsible for construction of the public right-of-way elements associated with the project in accordance with Chapter 16 of the Eagle Mountain Municipal Code.

Refer to the diagrams in Appendix E for application of the following standards into each zone.

17.72.090 Multi-Family Site Design.

A. Building Location and Orientation. Buildings should be located at or near the minimum front setback line, with pedestrian access leading to the primary entrance and landscaping placed between the building(s) and the street. Multifamily developments often have buildings facing onto internal courtyards and open space. The buildings adjacent to streets, however, shall front those streets and provide a primary entrance toward the street.

Blank walls and/or rear facades shall not be placed adjacent to or facing public streets. Orienting the primary entrances to a courtyard or open space without addressing the street-facing facade with entrances, windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited.

B. Parking. Surface and guest parking areas shall be located to the rear or side of buildings wherever feasible. Where parking may be visible from the primary street, it shall be screened by landscaping or other site elements.

C. Garages shall be placed to the rear of buildings, accessed by a service drive where feasible. If garages must be located on the side or front of the building(s), they shall be a minimum distance of 15 ft from each other. Any garages placed on

the front facade, shall comply with the following standards so as to minimize their appearance from the street:

- Horizontally staggered back and forth;
- Setback 5 feet from the front entry facade;
- Setback at least 22 feet from the front property line

1. Drive access. Driveways shall not exceed grades of 12 percent. Private services drive to residential parking areas are encouraged, in alignment with Title 16 SUBDIVISIONS, Table 16.35.30 (b). Driveways must be a minimum of 22 feet in length (beyond the sidewalk or adjacent alleyway to allow a car to park in the driveway without blocking the vehicular or pedestrian path). If a development includes a 1-car garage at each unit, they shall also provide at least one additional covered parking space on the property for each unit.



Appropriate – Multifamily facades not dominated by garages



Garages accessed by private service drive

D. Vehicular circulation. Private services drives to residential parking areas are encouraged, in alignment with Title 16 SUBDIVISIONS, Table 16.35.30 (b).

E. Open Space. Residential developments require improved open space in compliance with 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS. It is important to treat the unbuilt portion of a site as a designed, functioning space. The different buildings on site shall be arranged in a way that maximizes useable open/plaza space. Buildings should be clustered and open space should be combined in larger, more useable areas. Creativity with open space design is also encouraged.



Buildings are clustered to maximize useable open space

F. Landscaping: Open space and native landscape are a key defining feature of Eagle Mountain. The entirety of setback area must be landscaped in accordance with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING. Landscape shall align with waterwise planting requirements and turf grass is limited to areas where it will be actively used for recreation such as sports, playgrounds, and community event space within the development. Landscaping in surface parking areas shall also comply with 17.55.080 LANDSCAPING in parking and drive lane areas. Traditional, landscaped front yards are required within the front setback. Landscaping shall align with Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING.

G. Signage. Signage for a multi-family development shall be rooted in the ground as a monument sign. Large aerial or pole signage is not permitted. The monument signage shall be located at each primary entryway and shall incorporate natural materials such as stone and/or wood. All signage shall comply with Chapter 17.80 SIGN REGULATIONS AND SIGN PERMITS (Chapter 6 of the Eagle Mountain Branding Playbook presents the City Signage, and should be used as a design reference for future developments.)

I. Lighting. All exterior lighting shall be dark sky complaint. All lighting shall be designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. (Chapter 17.72 EMMC). Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on alignment with Eagle Mountain aesthetics, glare, and adequate light for safety.

[Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-11-2008](#) § 3 (Exh. B § 24.3)].

17.72.090 Multi-family Architectural Standards.

The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to multifamily developments. Minor variations to these standards may be considered by the planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

A. Architectural Style/Theme. All facades of multifamily structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.

B. Main Entrance. The primary entrance for each unit for a townhouse, rowhouse, or stacked flat shall have a uniquely designed entrance. These entries shall be highlighted through the integration of a covered porch. Entryways (roofs and porches at a minimum) shall be set forward a minimum of three feet from the front-most façade. If the side of a building faces a street, an entrance should be provided on that facade.

Mansion House or Big House style multi-family buildings may have shared entryways, but these entries shall be clearly identifiable and shall include a protective roof element with a minimum of five feet in depth.



Multifamily unit entry defined with covered porch



Entryways that not clearly defined and do not include a sheltering element are not permitted

C. Building Height. The maximum allowable building height is 35 feet and up to 3 stories. An additional story may be permitted if the standards for upper level setbacks are met. For any ancillary structure, the maximum height allowed is 10 ft above primary structure. (Title 17.25 Residential Zones)

D. Upper Level Setbacks. Setbacks shall be designed to maximize sight lines, create patio/balcony space, and provide visual interest and articulation. The step back from the main facade shall be equal to or greater than the floor height.

1. An additional story may be permitted if a minimum of 50% of the length of the front elevation of the third floor is stepped back from the main façade. The set back portions should be distributed along the length of the façade, and not clustered on one side or the other.

E. Unit Outdoor Amenities. Each unit above the ground floor shall include a minimum of a 50 square foot balcony or patio with a minimum of 5-foot depth. Each unit on the ground floor or below shall include a minimum of 75 square foot patio.

F. Façade Articulation. All facades shall include articulation. Facades shall not exceed 30 feet without horizontal articulation of at least 2 feet to create visual interest along the elevation, avoiding monotonous building facades in accordance with 17.25 EMMC. A horizontal break in materials or horizontal articulation is also required between the second and third floors.

G. Window/Wall Ratio. The front façade should have a minimum of 20% window to wall ratio and the side and rear facades shall have a minimum 12.5% window to wall ratio. Side and rear facing windows shall have the same proportions as front façade windows for visual consistency on all sides of the building. All required windows shall be transparent. All windows on the primary façade shall incorporate at least two (2) of the following features

- High-quality trim or molding at least four inches in width
- Canopies, shutters, or awnings proportional to window size; and/or
- Recessed insets from the primary facade by at least two inches

H. Roof Expression. For multifamily buildings, both flat and pitched roofs may be permitted. No roof form shall exceed 30 feet in length without vertical articulation (flat roofs) or change of form (pitched roofs).

Pitched roofs are the most appropriate within Eagle Mountain City and shall meet the following standards:

- A minimum roof pitch of 6/12
- Overhanging eaves with a minimum 16-inch overhang at the eaves (including gutters) on non-gable ends
- Multiple roof planes per building and facade
- Deep eaves, overhangs, canopies and other architectural features that provide shelter from the elements in winter and shade in summer shall be incorporated in the building entryway.

Flat roofs are permitted where rooftop amenities are located. If a flat roof is used, it shall meet the following standards:

- Vary parapet height on all sides to visually obscure any rooftop equipment from the pedestrian view and from public and private streets.



Decorative parapets and multiple roof planes/projections

I. Building Materials. Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures. The primary building material shall be a human-scaled material such as brick, stone, or composite concrete siding that emulates traditional wood. A secondary material must be provided to clad a minimum of 20% of the primary facade. Secondary materials must also have a human scale, and may include any of the materials noted above. Two materials shall be used on every façade, and non-street facing facades shall have a human-scaled material for a minimum of 35% of the facade.

- Masonry and stone should reflect natural tones.
- Wood and wood-look materials should be natural in color.
- Corrugated metal is not permitted.
- EIFS, stucco, or other more monolithic materials may only be used on non-street facing facades.

All proposed materials shall be presented to the Land Use Authority on a material board with actual product samples for approval.

All proposed exterior materials shall have a minimum 20-year warranty, which shall also be presented with the material board for approval.



Varied materials are required. Brick, stone, composite or wood-look siding are preferred to reflect the quality and character of Eagle Mountain.

J. Primary and Accent Colors. Each building, excluding the roof, shall use no more than four colors, maintaining a consistent color scheme that follows natural element patterns. A building's color palette should be similar to that of significant neighboring structures.

Accent Colors may be used to highlight key architectural features or elements. Accent colors and materials shall compliment the material palette as well as the Eagle Mountain City Brand Standards, and be approved by the Land Use Authority. Approved accent materials and colors may be used for up to 10% of the building finishes.



Natural colors that compliment the environment and adjacent building materials are preferred.



Bright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community are not permitted.

K. Mailbox Structures. Cluster mailboxes are required by the U.S. Postal Service for multifamily developments. The design of these mailboxes should not detract from the project, but should be designed to incorporate the buildings' materials and color.



Not Permitted

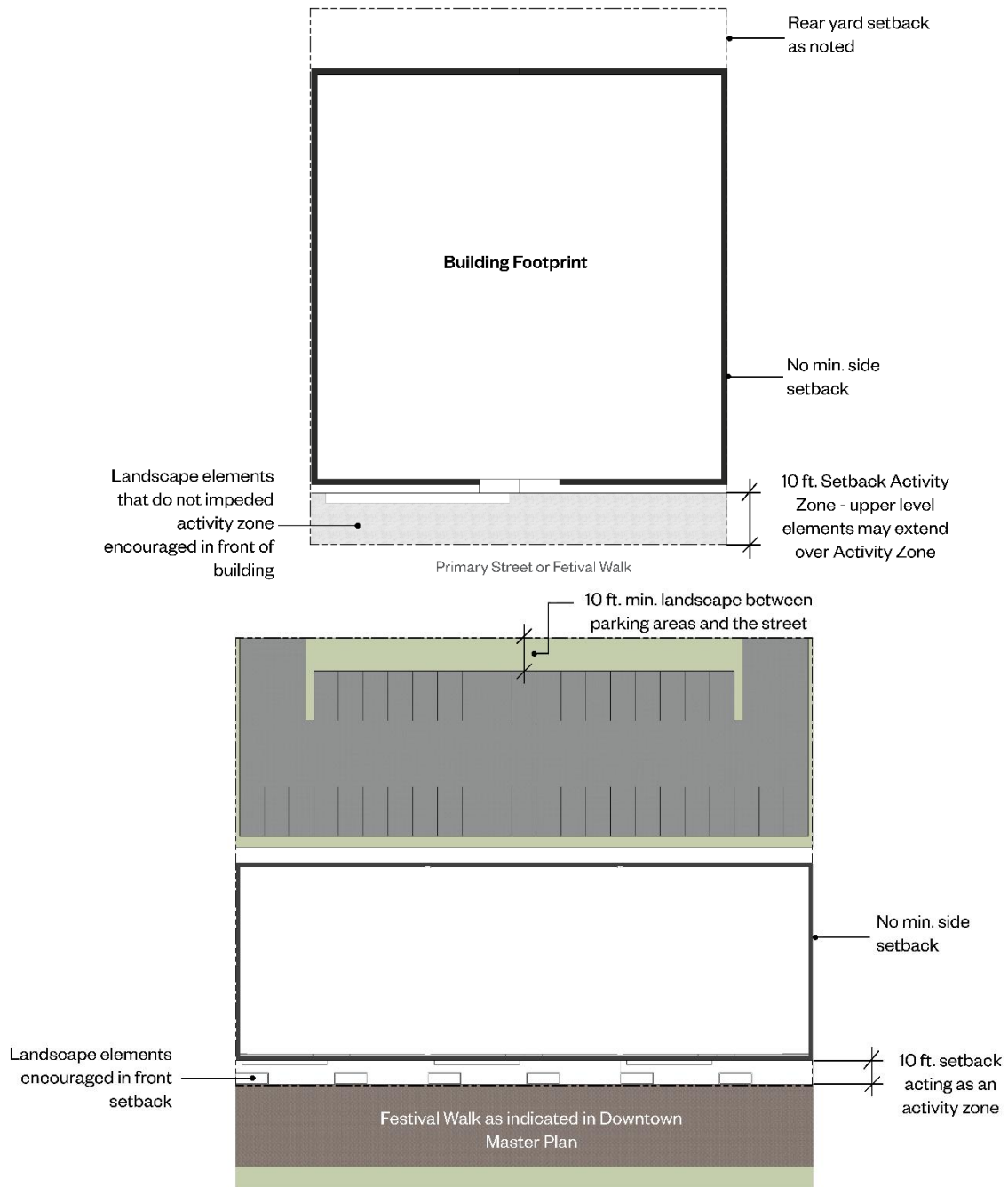


Design of mailbox structures should incorporate the surrounding buildings' materials and colors.

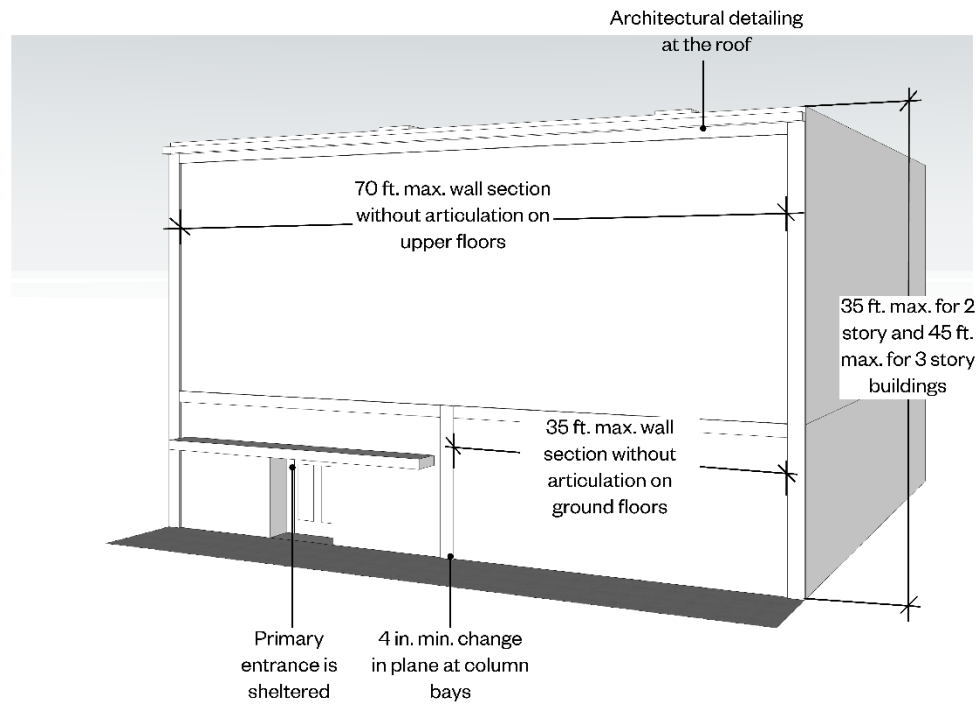
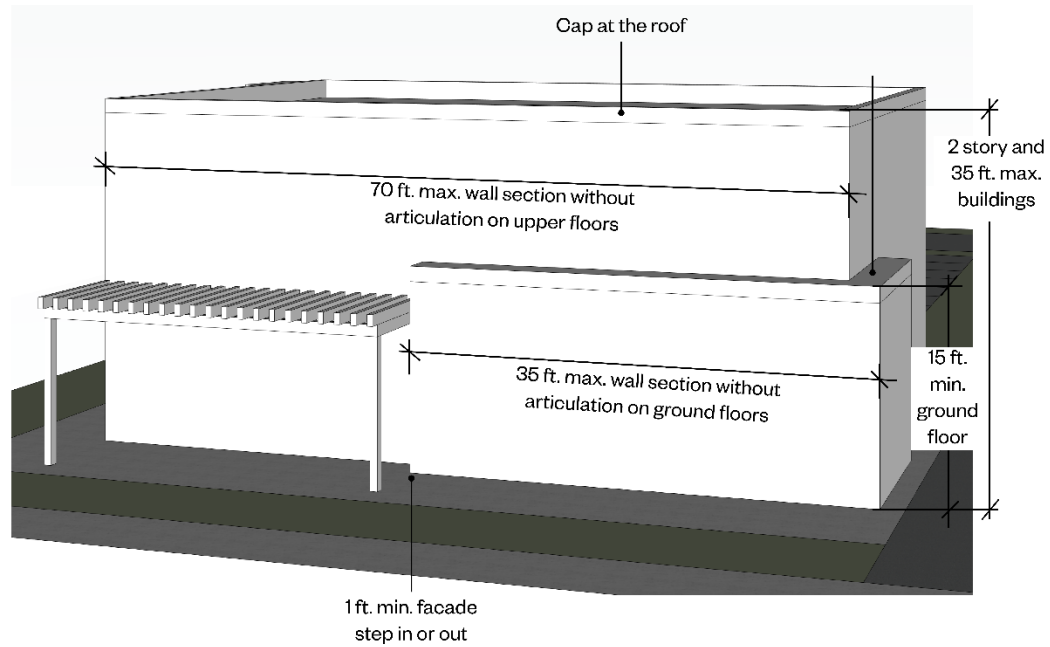
L. Mechanical Equipment. All mechanical equipment shall be screened so as not to be visible from any public or private streets. Screens shall be designed to reflect the colors and materials of the primary building(s). Screening may include solid walls, landscaping, screened walls, or a combination thereof. All electrical service equipment should be painted to match the development or screened to blend with the surrounding terrain.

M. Storage, Loading Areas, and Trash Enclosures. Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening.

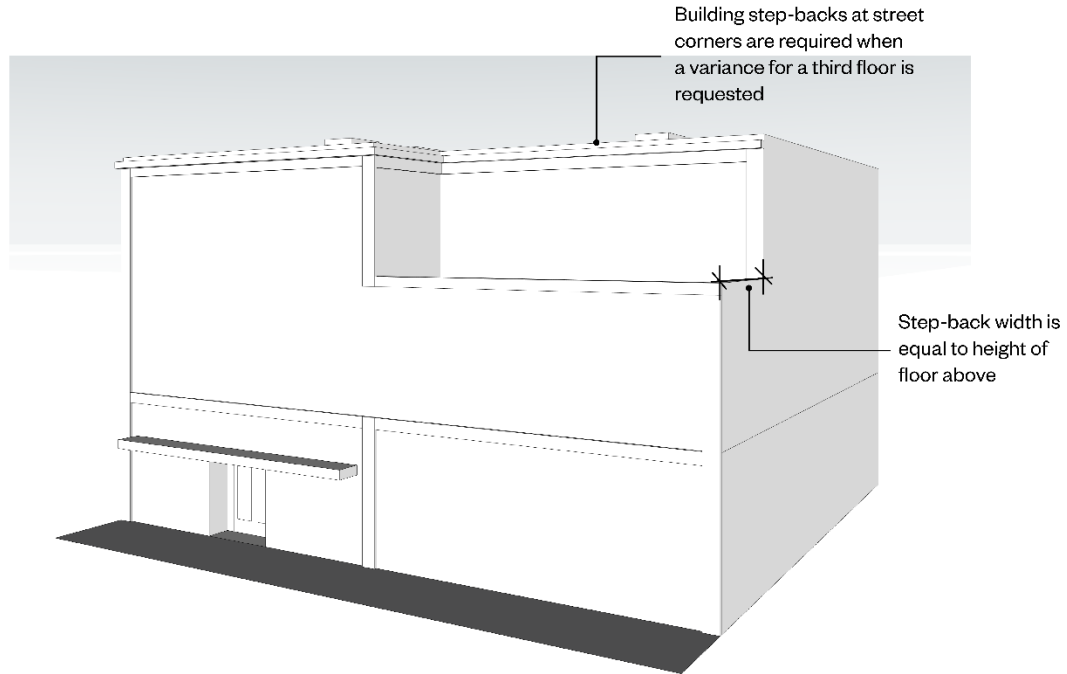
17.72.100 Appendix A: Commercial Downtown Diagrams.



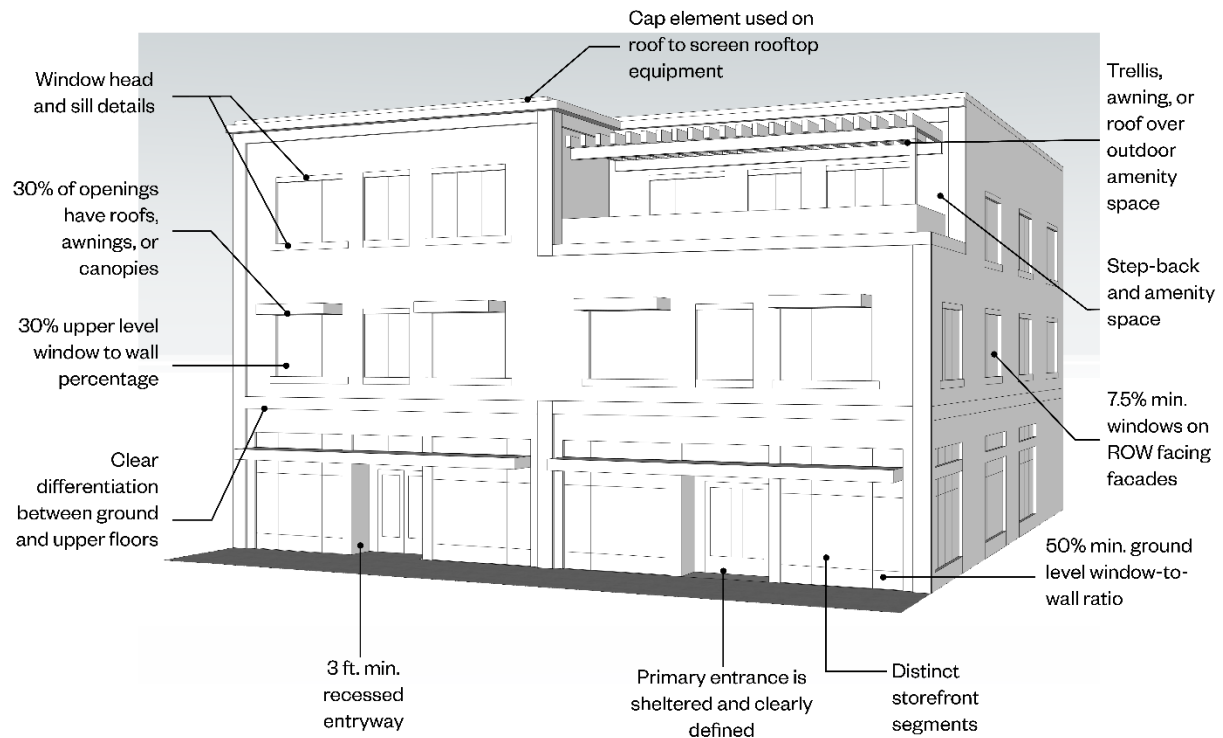
Commercial Downtown Site and Setting Diagrams.



Commercial Downtown Height, Massing and Articulation Diagrams.



Commercial Downtown Permitted Upon Approval Step-Back Diagram.

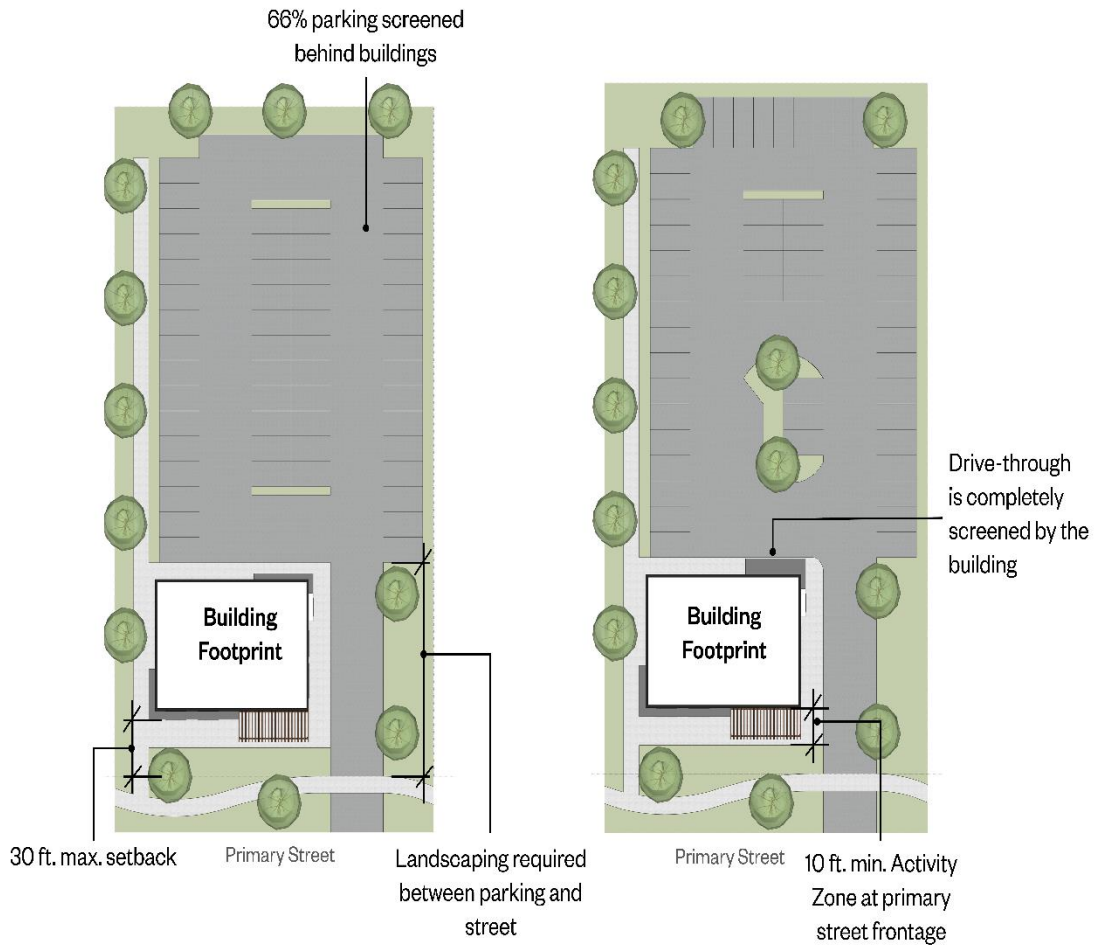


Commercial Downtown Architectural Variation Diagram.

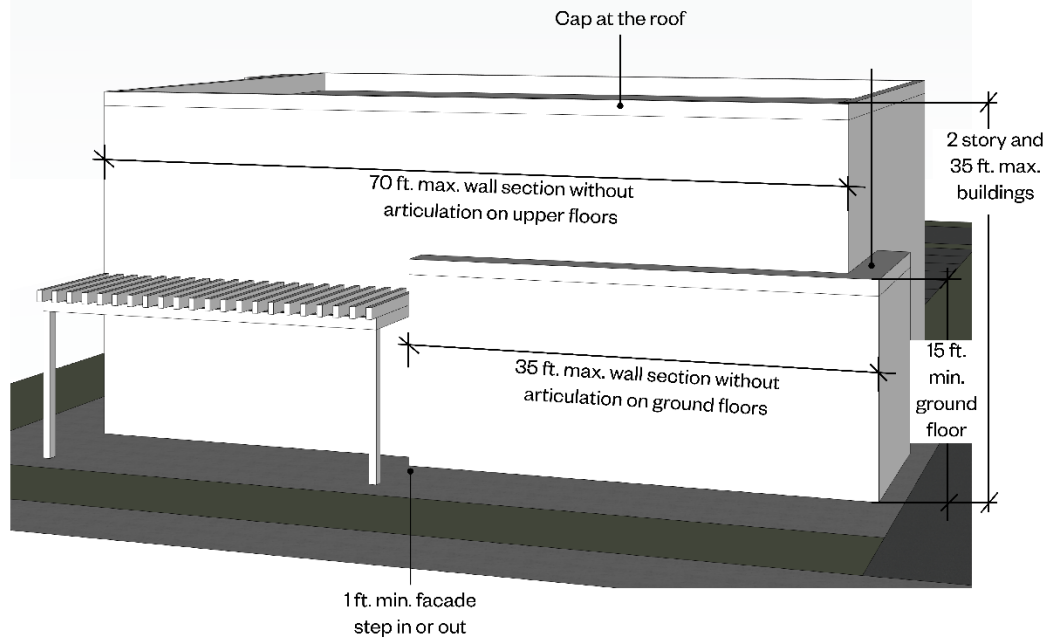


Commercial Downtown Materials Diagram.

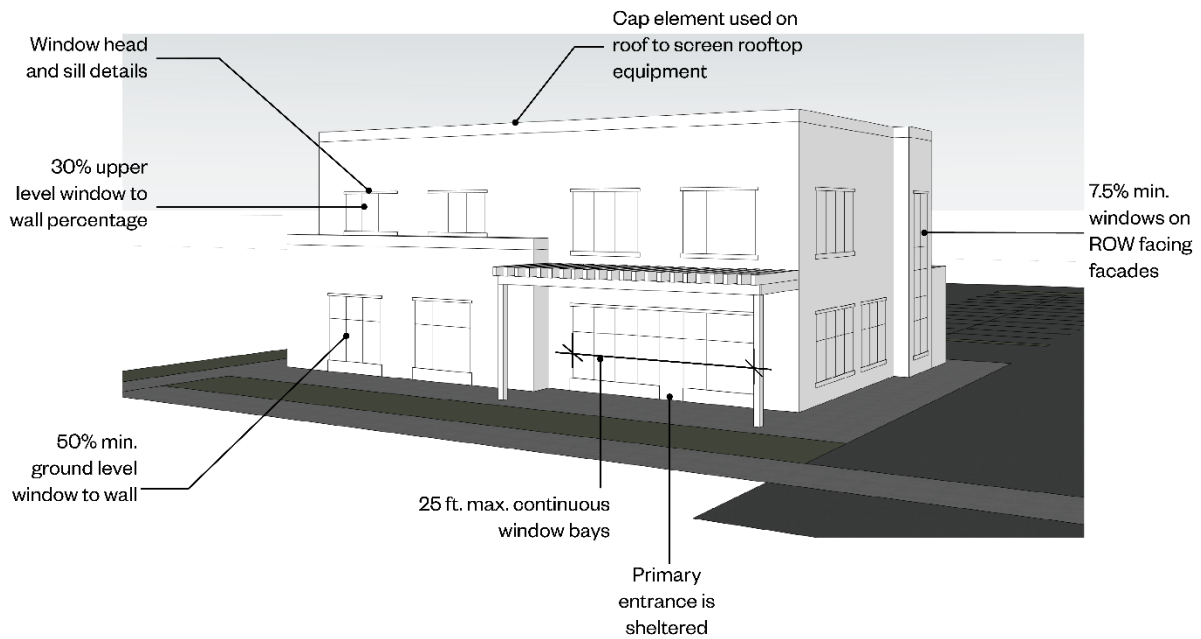
17.72.110 Appendix B: Commercial Neighborhood Diagrams.



Commercial Neighborhood Site and Setting Diagram.



Commercial Neighborhood Height, Massing, and Articulation Diagram.

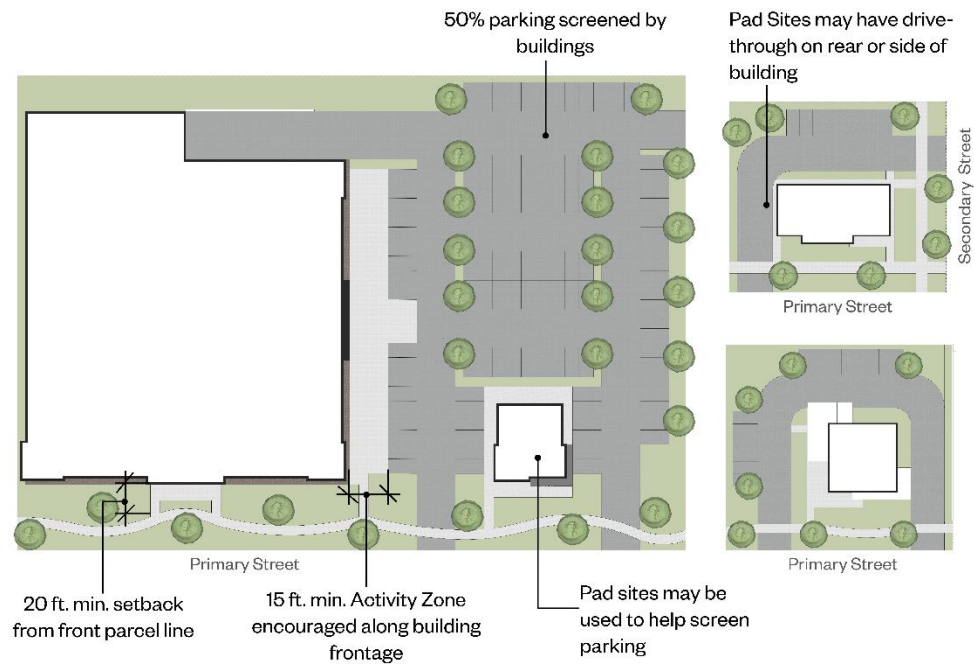


Commercial Neighborhood Architectural Detail Diagram.

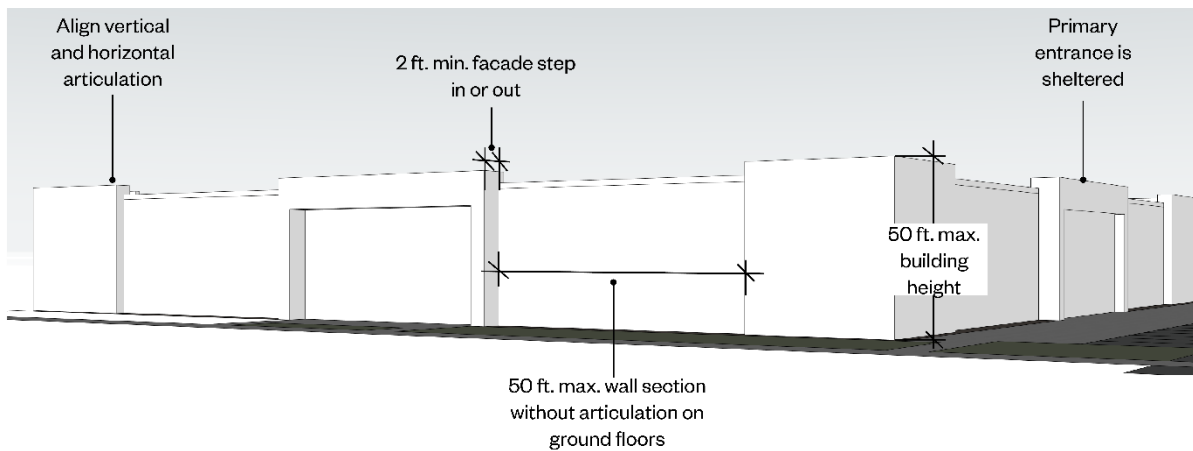


Commercial Neighborhood Materials Diagram.

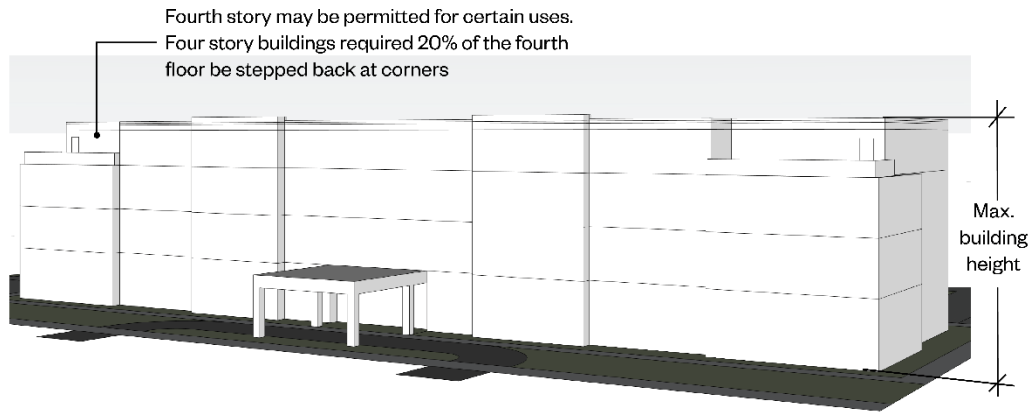
17.72.120 Appendix C: Commercial Community & Regional Diagrams.



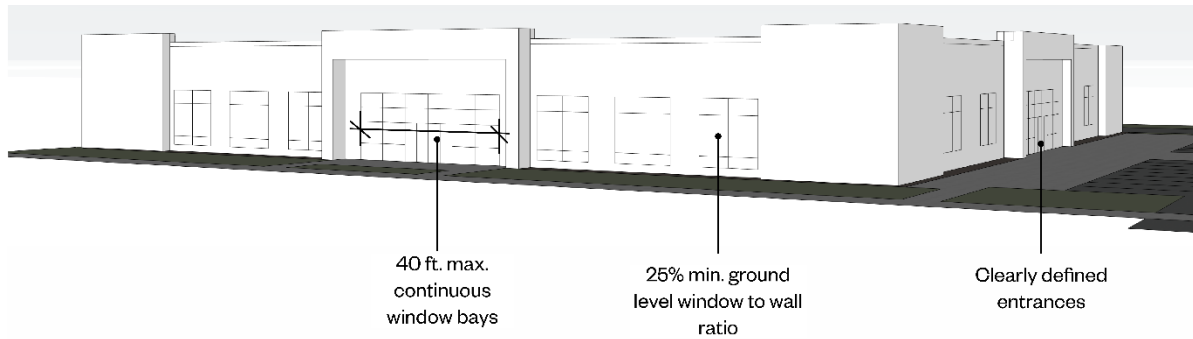
Commercial Community & Regional Site and Setting Diagram.



Commercial Community & Regional Height, Massing, and Articulation Diagram.



Commercial Community & Regional Permitted Upon Approval Step-Back Diagram.

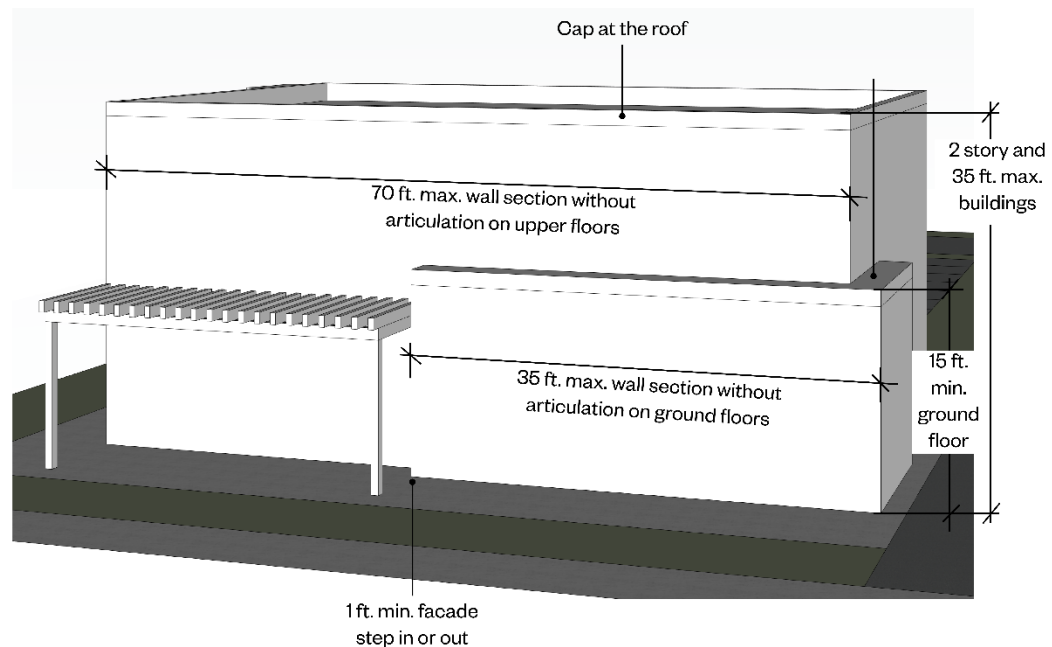


Commercial Community & Regional Architectural Detail Diagram.

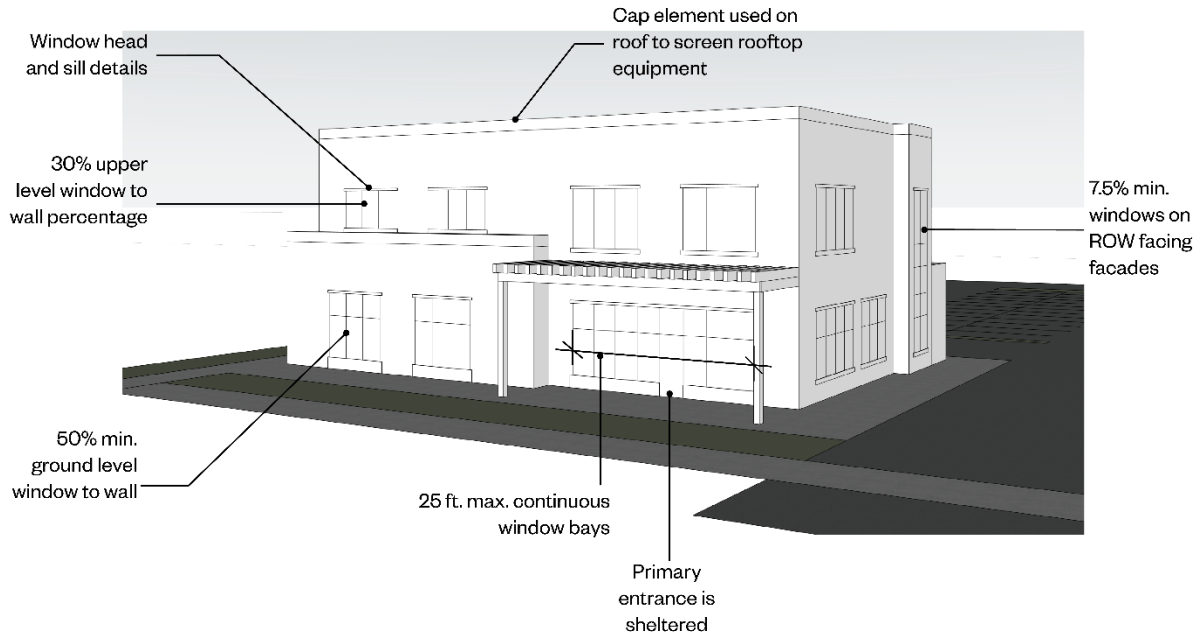


Commercial Community & Regional Materials Diagram.

Pad Sites – Commercial pad sites may be used within Commercial Community and Commercial Regional zones to help screen parking from street views. They are smaller developments that can house additional businesses that compliment the primary commercial development. Pad sites design standards are similar to Commercial Neighborhood developments with the exception that drive throughs may be unscreened to the side or rear of the building.



Pad Site Height, Massing, and Articulation Diagram.

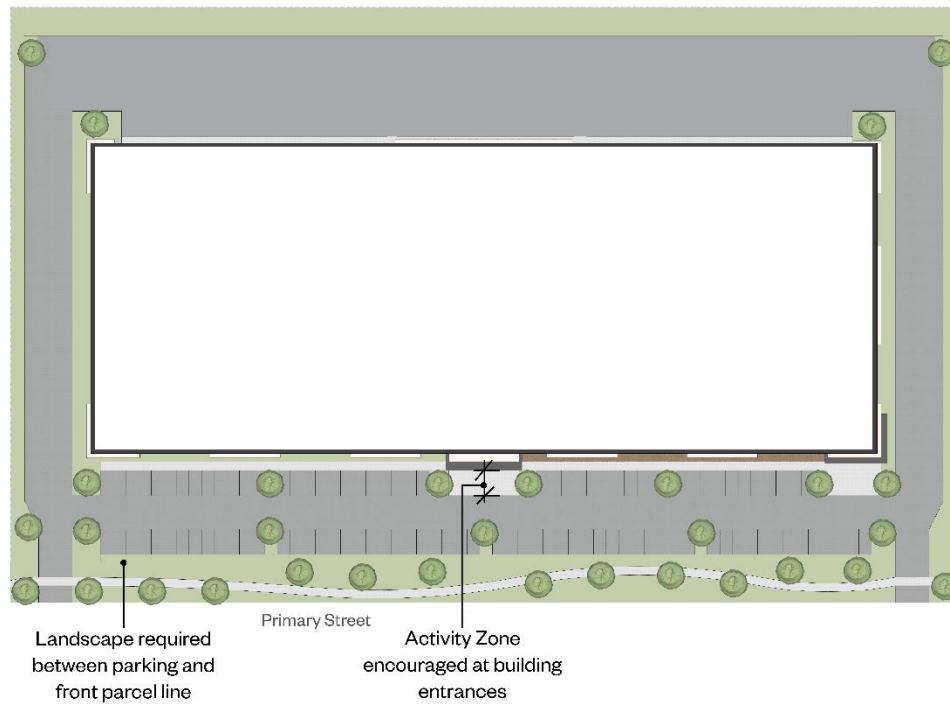


Pad Site Architectural Detail Diagram.

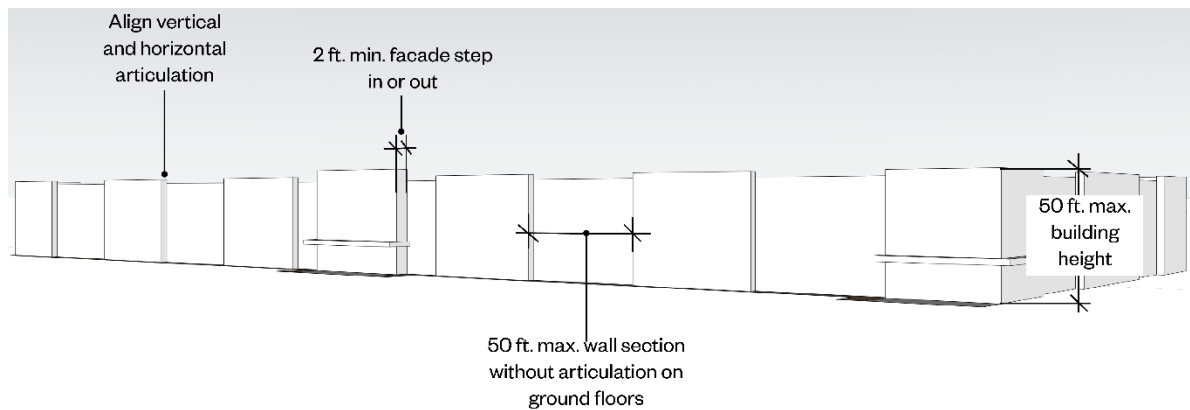


Pad Site Materials Diagram.

17.72.130 Appendix D: Business Park Diagrams.



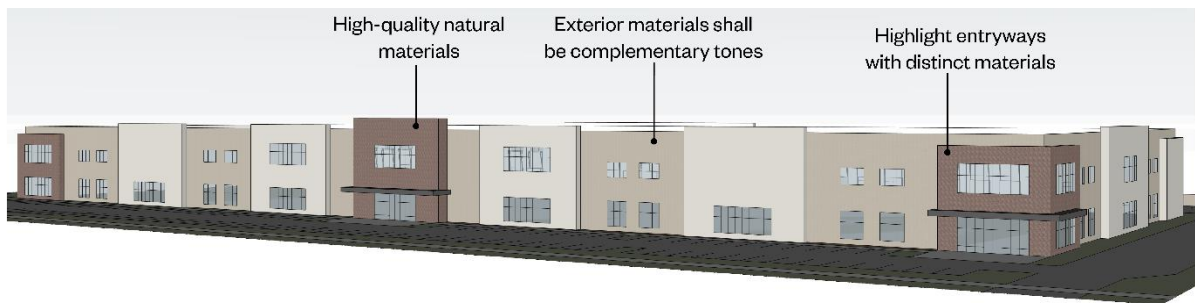
Business Park Site and Setting Diagram.



Business Park Height, Massing, and Articulation Diagram.

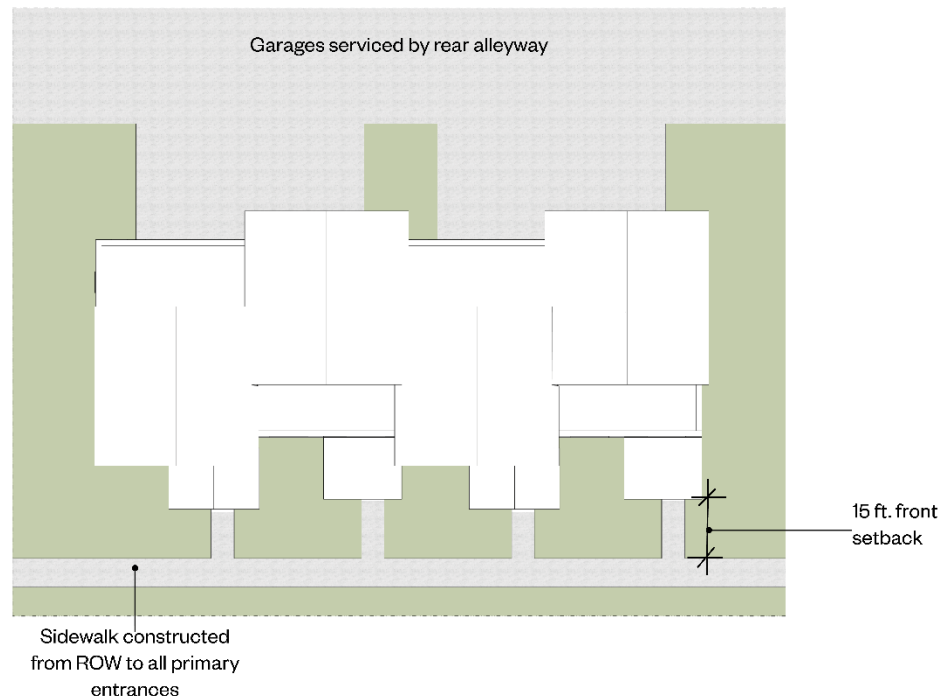


Business Park Architectural Detail Diagram.

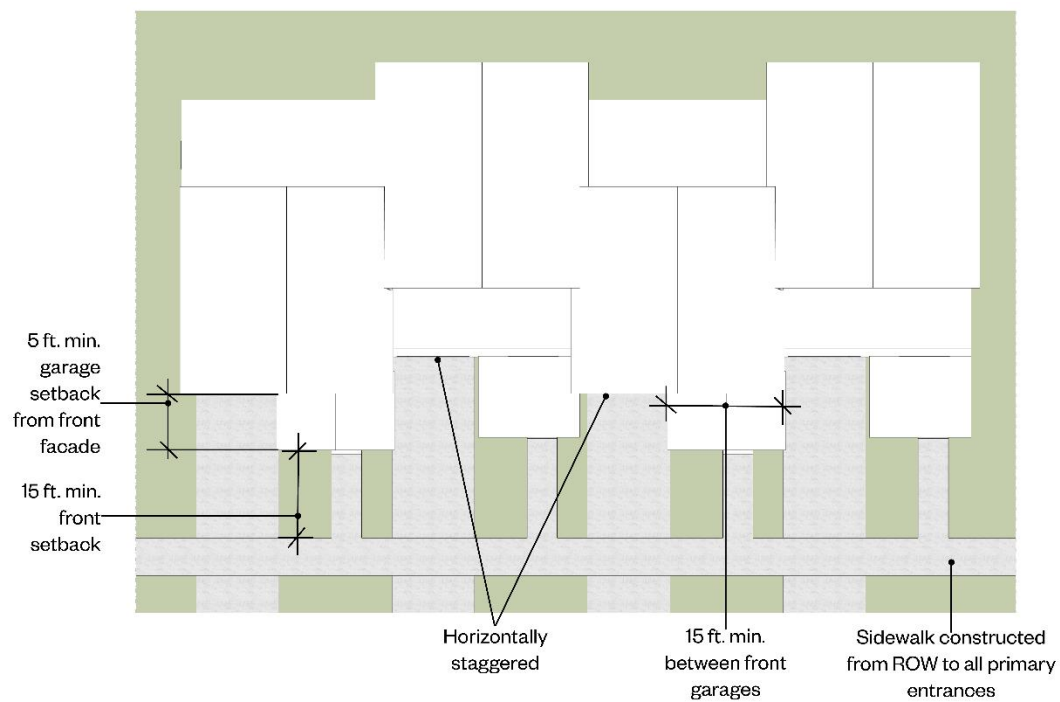


Business Park Materials Diagram.

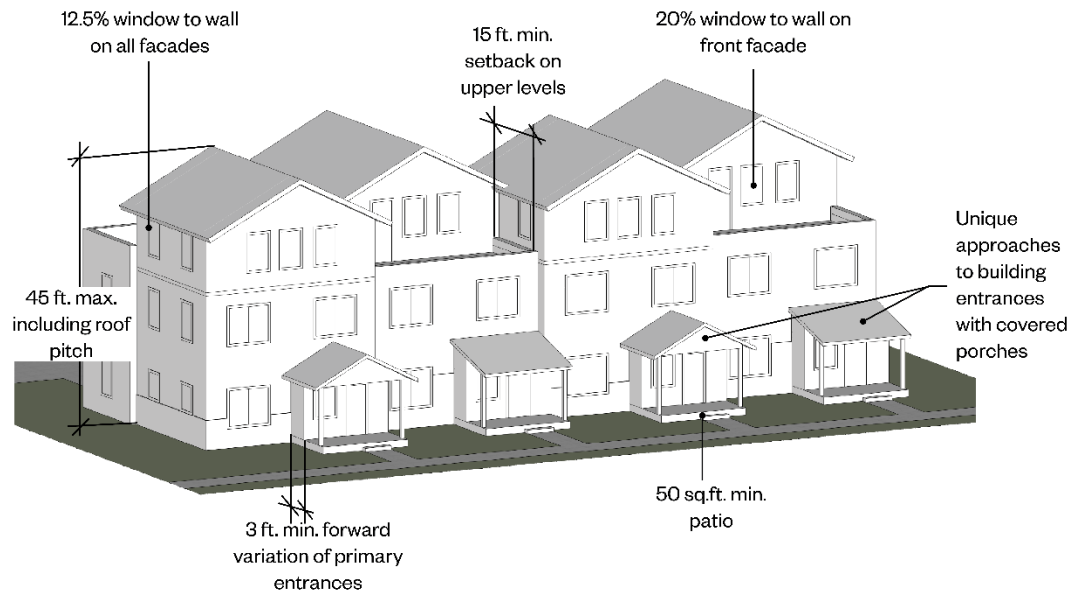
17.72.140 Appendix E: Multi-Family Diagrams.



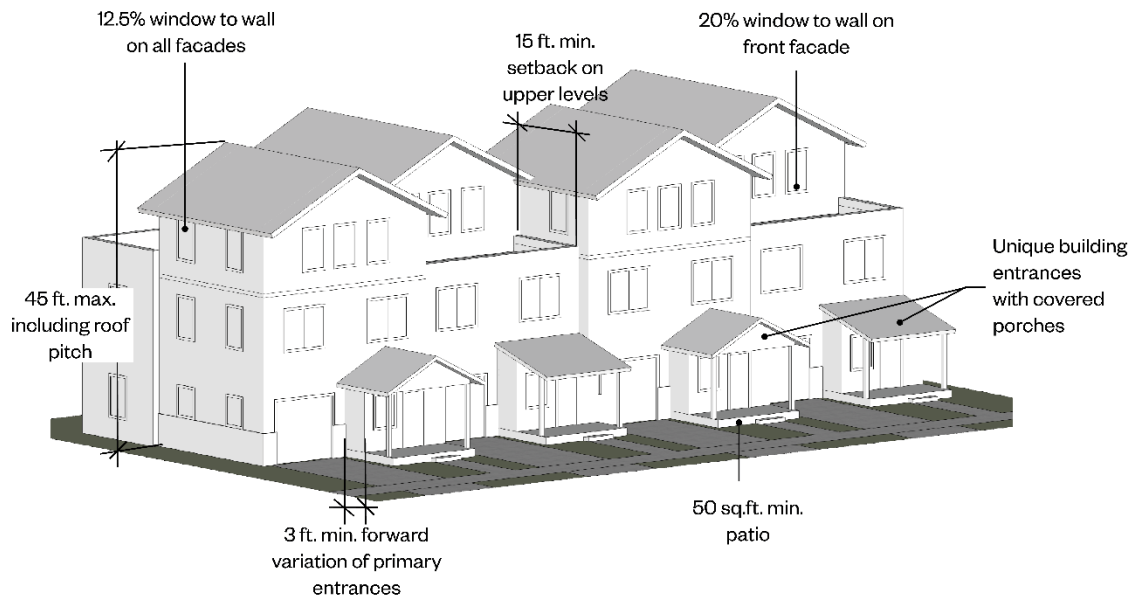
Multi-Family Site and Setting with Alley Access Diagram.



Multi-Family Site and Setting with Front Garages Diagram.



Multi-Family Building Height, Massing, Articulation, and Architectural Detail with Alley Access Diagram.



Multi-Family Building Height, Massing, Articulation, and Architectural Detail with Front Garages Diagram.



Multi-Family Building Materials with Alley Access Diagram.



Multi-Family Building Materials with Front Garages Diagram.

17.72.150 Appendix F: Commercial Downtown Zoning Addition.

Commercial Downtown specific standards to be added to Title 17 ZONING.
Commercial Downtown developments shall be laid out and designed in accordance with the Downtown Master Plan.

	Commercial Downtown Setbacks
Front	Min. 10 ft, Max. 10 ft except the main entry which can be set back an additional 5 feet
Rear	Min. 10 ft
Side	0 ft at interior sides, Min. 10 ft at side street(s) facing activity zone areas



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 7, 2025**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving a Franchise Agreement with Zayo Group, LLC.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	Zayo Group, LLC

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

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

N/A

BACKGROUND:

Zayo Group, LLC is a telecommunications provider seeking to install fiber infrastructure within the City's public right-of-way. To facilitate this, staff has negotiated a franchise agreement outlining the terms and conditions of their access and use. The proposed agreement is presented to the City Council for formal approval.

The matter came before the City Council on July 15, 2025. This new draft incorporated the feedback of the Council.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Ordinance
2. Franchise Agreement

ORDINANCE NO. O- -2025

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

PREAMBLE

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

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

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

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

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

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Zayo Group, LLC Franchise Agreement, as set forth in Exhibit A. The agreement is approved by this Ordinance.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October, 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 7th day of October, 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 Zayo Group, LLC, a Delaware limited liability company (hereinafter "PROVIDER") with its principal offices at 1401 Wynkoop Street, Suite 500, Denver, CO 80202.

WITNESSETH:

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

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

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

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

**ARTICLE I
FRANCHISE AGREEMENT AND ORDINANCE**

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

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

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

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

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

1.5 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.

Commented [MD1]: Sections 1.5 and 1.7 were added.

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.

Commented [MD2]: As discussed, this has been added to the agreement.

ARTICLE XI INSTALLATION

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

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

ARTICLE XII GENERAL PROVISIONS

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

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

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

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

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

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

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

Dated this __ day of _____, 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Gina Olsen, City Recorder

Marcus Draper, City Attorney
Approved as to form

PROVIDER

Rebekah Melody, Director Underlying Rights & Government Relations

STATE OF MASSACHUSETTS)

:ss

COUNTY OF BARNSTABLE)

On the ____ day of _____, 2025, personally appeared before me _____ duly sworn, did say that she is the Director Underlying Rights & Government Relations of Zayo Group, LLC, a Delaware 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
OCTOBER 7, 2025**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah Approving a Franchise Agreement for SummitIG Fiber, LLC
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	SummitIG Fiber

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

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

N/A

BACKGROUND:

SummitIG Fiber, LLC is a telecommunications provider seeking to install fiber infrastructure within the City's public right-of-way. To facilitate this, staff has negotiated a franchise agreement outlining the terms and conditions of their access and use. SummitIG services commercial customers and is not a residential provider. They have agreed to changes that were made to the template based on recent feedback from the council on other franchises.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Ordinance
2. Franchise Agreement

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE SUMMITIG UTAH, LLC FRANCHISE AGREEMENT

PREAMBLE

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

WHEREAS, the proposed Franchise Agreement outlines SummitIG Utah'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 SummitIG Utah, 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 SummitIG Utah, 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 7th day of October, 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 7th day of October, 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 SUMMITIG UTAH, 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 SummitIG Utah, LLC, a Delaware limited liability company (hereinafter “PROVIDER”) with its principal offices at 22365 Broderick Drive, Suite 250, Sterling, Virginia 20166.

WITNESSETH:

WHEREAS, PROVIDER desires to construct, install, and maintain one or more conduits, for the insertion and operation of Wire to provide Telecommunications services 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. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. § 153, shall have the technical meaning provided by that section as of the date of this Agreement. 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 all providers of infrastructure or services that are substantially similar to PROVIDER 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 (if any) 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 build or construct poles, 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).

7.3 Assignment. The PROVIDER shall not sell, transfer or assign the franchise or any rights under this Agreement to another entity, unless the CITY shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, when said sale, transfer, or assignment is to an entity controlling, controlled by, or under common control with the PROVIDER, approval by the CITY shall not be required.

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 22365 Broderick Drive, Suite 250, Sterling, VA 20166 (with an electronic copy to legal@summitig.com), 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 the Telecommunications Ordinance and the policy or policies of insurance shall be maintained by provider in full force and effect during the entire term of the franchise.

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

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 the bond amount shall be \$2,500.

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 reasonably coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted and when commercially reasonable, 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 (other than grade-level handholes and manholes, which shall remain flush to the ground, and marker posts as approved by the CITY). 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

SUMMITIG UTAH, LLC

_____, Title

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me _____ duly sworn, did say that he is the **TITLE** of _____, a Delaware 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
OCTOBER 7, 2025**

TITLE:	2026 State General Legislative Session
ITEM TYPE:	Communication Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

N/A

BACKGROUND:

The 2026 State general legislative session is quickly approaching and work is underway behind the scenes to draft new bills to add, amend, or remove state code. This discussion seeks to provide Council with some suggestions for topics or efforts to contribute toward or otherwise be mindful of. Additionally, staff seeks direction regarding other topic areas or needs that should be addressed during the state general legislative session.

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



Upcoming Staff Agenda Items for City Council Information (Tentative)

Development Projects

- Meritage Homes Development Agreement for Fencing (Ordinance – Legal; PC 10/14?)
- Horizon Project Entitlement Process

Code Amendments

- Amendments to Animal Mgmt Plan; Tables;
- EM Properties MDP Area, Phase 2, Part 1 – Rezone from outdated zoning designations

Other Items

- Public Hearing - RAP Tax (10/21/2025)
- Updates to Mortgage Assistance Program – Veterans/Military, etc
- Scenic Mountain HOA - Lift Station Resolution
- 11/18 – General Election Canvass (Resolution – Recorder)

Please note all items are tentative and are subject to change.